

April 29, 2021

Attn: Mr. Renante Marante, Recycling Permits
City of Chicago
Department of Public Health
333 South State Street, Room 200
Chicago, IL 60604

**Re: *Recycling Facility General Application for Permit
03167154228-Cook County
Green Era Renewable Energy and Urban Farming Campus
650 West 83rd Street
Chicago, IL 60620-1937***

Mr. Marante:

Please find attached a complete electronic copy of the *Recycling Facility Application* completed for the proposed development of an 80,000-tons/year food waste recycling facility to be developed on the currently vacant above-addressed property in Chicago, IL. The application requests approval of a recycling facility permit for a food waste (and other non-landscaping organic waste) composting facility. The primary facility operations will be performed via in-vessel anaerobic digestion. Additional activities to be performed at the facility include the operation of an urban farm and community garden center/education facility.

Included with the enclosed application are the following attachments:

- Additional information not included directly on the *Recycling Facility Application* form for various parts;
- The City of Chicago approval of the change of property zoning via Planned Development Number 1443;
- An annual report for the facility operators, as requested in Part 6.B of the *Recycling Facility Application* form;
- Facility figures, including a topographic map, an aerial view of the property, a site plan and site detail, and a process flow diagram;
- A process narrative description; and
- A copy of the Illinois Environmental Protection Agency *Application for General Permit* that is being submitted concurrent to this application

Mr. Renante Marante
April 29, 2021
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To ensure proper receipt and timely response to any additional information needs, please direct correspondence to the following names and addresses:

Original:

Ms. Erika Allen
Green Era Educational NFP
218 North Jefferson Street, Suite 300
Chicago, IL 60661
permits@greenerachicago.com

cc:

Mr. Richard J. Vamos
DAI Environmental, Inc.
27834 North Irma Lee Circle
Lake Forest, IL 60045
vamos@daienv.com

If you have any questions or require additional information in association with this application, please feel free to contact me at (847) 343-4257.

Sincerely,
DAI Environmental, Inc.



Richard J. Vamos, Ph.D., P.E.
Vice President

Enclosures

cc: Erika Allen – Green Era Educational NFP (w/enclosures)



RECYCLING FACILITY APPLICATION



CITY OF CHICAGO DEPARTMENT OF PUBLIC HEALTH

AS REQUIRED UNDER THE PROVISIONS OF THE ENVIRONMENTAL PROTECTION AND CONTROL ORDINANCE (CHAPTER 11-4 OF THE MUNICIPAL CODE OF THE CITY OF CHICAGO): In order to receive a recycling facility permit from the Department of Public Health (CDPH), this application must be submitted and completed in its entirety. If further space is required, include additional sheets as attachments to this form as needed.

You must complete this form using Adobe Acrobat, version 8.0 or above. A free version of this software is available at <https://acrobat.adobe.com/us/en/acrobat/pdf-reader.html>. Failure to answer all questions will result in the rejection of this application.

Date of Application: Mar 31, 2021

Facility Address: 650 West 83rd Street, Chicago, IL 60661-1307

Type of Permit Requested: *(check one)*

- Permit for New Site
 Renewal for Existing Site
 Permit Modification

Facility Class for which you are applying: *(check one)*

- Class I Recycler
 Class II Recycler (click a rate below)
 Class III Recycler
 Class IVA Recycler
 Class V Recycler
- < 500 tons /daily
 Class IVB Recycler
- 500-1000 tons/daily
- >1000 tons/daily

Please supply the following contact information:

Contact	Full Name	Address	City, State	ZIP	Phone
1. Property Owner¹	Green Era Educational NFP	218 North Jefferson Street, Suite 300	Chicago, IL	60661-1307	+1 (312) 544-9218
2. Facility Owner²	Green Era Educational NFP	218 North Jefferson Street, Suite 300	Chicago, IL	60661-1307	+1 (312) 544-9218
3. Site Manager	Green Era 83rd Street, LLC	218 North Jefferson Street, Suite 300	Chicago, IL	60661-1307	+1 (312) 544-9218

¹If Title of Property is held in trust, attach to this form the names and addresses of all beneficiaries and other persons authorized to deal with the property.

²If the facility owners are a partnership or corporation, include as an attachment to this form the names, addresses, phone numbers and social security numbers of all persons holding a share in the partnership or corporation.

Date Received by CDPH: For CDPH Use Only

Received By: For CDPH Use Only



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<p>4. Zoning Information</p> <p>A. Please list the zoning district in which the facility is located. PD 1443</p> <p>B. Nature of proposed use (check one). <input type="radio"/> Permitted Use <input checked="" type="radio"/> Special Use </p> <p>C. ZBA Calendar Number - CAL No. (Attach copy of final resolution) PD Number 1443 4/10/2019</p>	<p style="text-align: center;">5. Zoning Review Stamp³ (for new permits only)</p> <p style="text-align: center; font-size: 1.2em;">Affix Zoning Review Stamp Here</p> <p>³Print completed application and take to the Zoning Administrator for review.</p>
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6. Applicant Information

A. List all owners of the facility. If the owners are themselves corporations or partnerships, list the natural persons who have an ownership interest:

Name	Address	Phone	Email
SEE	ATTACHMENT 1		
Add			
Remove			

B. If the applicant is a corporation or partnership, please list all owners/shareholders of the corporation and their shares of ownership. If owners are themselves corporation or partnerships, list the natural persons who have an ownership interest.

Name	Address	Phone	Percent Share
SEE	ATTACHMENT 1		
Add			
Remove			

C. Please attach an annual report.

Check here if no report is attached and explain why.

D. Who (natural persons) will be managing operations at the site? What hours will they be on-site?

Ned Mast, technical operations manger (Green Arrow Engineering); on-site: TBD (Green Era Sustainability, LLC)



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E. In the past three years, has the applicant, or any owner or officer of the applicant, or any person⁴ having control of applicant or any of its operations, including the person(s) listed in question D above, been cited for violations of any federal, state, or local laws, regulations, standards, or ordinances in the operation of any junk facility, recycling facility, or any other type of waste or recyclable materials handling facility or site, including, but not limited to, the operation of a junk, recycling, or waste handling facility without required permits?

⁴For purposes of this application, "person" means any natural person, corporation, general partnership, limited partnership, or any officer, partner, general partner, managing member or owner of 25% or more of any of such entity, including entities under common ownership with the applicant.

Yes

No

If yes and explain circumstances.

F. In the past 3 years, has the applicant, or any person in control of the applicant, had a recycling facility permit revoked? If yes, please explain the circumstances.

Yes

No

If yes and explain circumstances.

G. Has the applicant paid all fees required by the Municipal Code and any outstanding debts owed to the City? If not, please explain.

Yes

No

If yes and explain circumstances.

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7. Site Plan: Drawings of the site must accompany the application form. All objects on the site plans must be named. The maximum site plan allowed is 11" x 17". Blueprints are not acceptable. For new permits only, the site plan must be drawn to scale. For all permits, the site plan must identify the following items: (Check off items and fill in all blanks.)

- A. Location of all buildings and structures
- B. Location of all surrounding fences and screens. Indicate approximate height:
- C. Location of all employee and customer parking areas. Clearly indicate the number of parking spaces.
- D. Location of all customer queuing areas
- E. Location where customers will unload their recyclable materials for purchase
- F. Location where facility vehicles will load recyclable materials for transport off site
- G. Location of parking area for facility vehicles used to transport materials from the facility
- H. Location of all scales
- J. Location of recyclable material storage areas
- K. Location where facility equipment will be staged and used
- I. Location of recyclable material processing areas
- L. Traffic flow for customer vehicles
- M. Traffic flow for walk-in customers
- N. Traffic flow for facility vehicles used to transport recyclable materials from the facility
- O. Location of any other facility operation not already identified in this question
- P. Location of water sources for fire protection and dust control
- Q. Location of all fire extinguishers. Indicate type, i.e. water, chemical, etc
- R. Location of covered material storage area
- S. Location of liquid waste storage area
- T. Location of surrounding streets and avenues
- U. Location of sewers
- V. Location of all paved surfaces and type of paving
- W. Location of required records
- X. Does the facility have a proper signage per ordinance and regulations? Show location of signage.
- Y. Location of recyclable material storage areas
- Z. Is the facility adequately lighted after dark? Show location of all exterior light fixtures.



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8. Accepted Materials: Check and/or list all the materials proposed to be accepted at the facility:

Type A Recyclables	Type A Recyclables (Continued)	Type B Recyclables
<input type="checkbox"/> Aluminum Cans	<input type="checkbox"/> Polyethylene Terephthalate (PET)	<input type="checkbox"/> Landscape Waste
<input type="checkbox"/> Bimetal or Tin Cans	<input type="checkbox"/> High Density Polyethylene (HDPE)	<input checked="" type="checkbox"/> Food Scraps (with meat, dairy, or cooked fruits/vegetables)
<input type="checkbox"/> Aluminum Scraps	<input type="checkbox"/> Low Density Polyethylene (LDPE)	<input type="checkbox"/> Food Scraps (without meat, dairy, or cooked fruits/vegetables)
<input type="checkbox"/> Ferrous Metal Scrap (non-vehicle Sources)	<input type="checkbox"/> Polystyrene	<input type="checkbox"/> Livestock Waste
<input type="checkbox"/> Non-Ferrous Metal Scrap (non-vehicle sources)	<input type="checkbox"/> Polypropylene	Type C Recyclables
<input type="checkbox"/> Other Metal Scrap (List all below*)	<input type="checkbox"/> Wheels	<input type="checkbox"/> Motor Vehicles
<input type="checkbox"/> Glass containers	<input type="checkbox"/> Batteries	<input type="checkbox"/> Vehicle Parts (other than batteries and wheels)
<input type="checkbox"/> Textiles	<input type="checkbox"/> Propane Tanks/Cylinder Tanks	Type D Recyclables
<input type="checkbox"/> Corrugated Cardboard	<input type="checkbox"/> Refrigerators and Air Conditioners	<input type="checkbox"/> Commingled Construction and Demolition Debris
<input type="checkbox"/> Newsprint	<input type="checkbox"/> Computers, Tablets, Mobile Phones	<input type="checkbox"/> Untreated Wood and Lumber
<input type="checkbox"/> Office Paper	<input type="checkbox"/> Other Electronics	<input type="checkbox"/> Stone, Brick, Asphalt, Concrete
<input type="checkbox"/> Other Paper		<input type="checkbox"/> Uncontaminated Dirt

Other Materials: (Please list all)

The facility intends to receive two (2) forms of food-based waste: solid food waste (i.e., "food scraps") and pumpable liquid commercial food waste. Solid food waste will include source-separated food waste and packaged food waste. Pumpable commercial food waste includes wash/rinse water from cleaning tanks and trailers, whey, liquid ice cream mix, end of batch soups, sauces and syrups, and separated and thickened scum and solids from plant wash water. Fats, oils, and grease (FOG) collected from grease traps at restaurants and food processors will also be accepted. Other biodegradable organic waste (excluding landscape waste) may be received.

For Class IV applications, please describe how vehicles and vehicle parts will be handled, processes, and disposed:



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9. Operations: Please answer the following questions. An answer must be provided for each question or the application will be deemed incomplete. The phrase “not applicable” or “N/A” is not a complete answer.

A. Days and Hours of Operation*: (**Normal facility hours are 7:00 a.m. until 9:00 p.m. Monday through Saturday or Sunday through Friday. If you plan to operate outside of these hours, you must submit a noise abatement plan along with your permit application.*)

Anaerobic digestion (composting): 24-hrs, 7-days; waste receipt during typical operations of 7:00-17:00, Sun-Sat

B. Total material handling capacity (tons/day): 300

C. Number of full-time employee positions: 11

D. Number of part-time employee positions: 0

E. How will incoming materials be monitored?

Food waste materials to be imported will be profiled, source providers and transporters will be trained, and food waste will be processed by separation mills that will be used to remove large non-digestible waste. Small non-digestible waste will be removed during subsequent "treatment" steps of the anaerobic digestion process.

F. From which sources will materials be accepted (*public, businesses, scavenged materials, alleyways, etc.*)?

The solid food waste that will be accepted by the facility includes food waste from food processors (dairies, bakeries, potato chip plants, etc.), grocery stores, and restaurants in the Chicago metro-area and will also be equipped to accept source-separated bagged kitchen waste from neighborhood curbside collection programs. Packaged food waste, organic food waste that is contained within consumer packaging (e.g., beverages or soup in cans, milk or juices in plastic jugs, bottles, or cartons, and single serving condiment packs), will also be accepted.

Pumpable commercial food waste includes wash/rinse water from cleaning tanks and trailers, whey, liquid ice cream mix, end of batch soups, sauces and syrups, and separated and thickened scum and solids from plant wash water, as well as FOG collected from restaurants and food processor grease traps.

G. How will materials be separated and stored?

Solid food waste will be imported via compactors, roll-off boxes, and trailer trucks. Waste will be temporarily stockpiled inside on the main building concrete floor or distributed directly into receiving bunkers for subsequent transfer to separation mills. Pumpable food waste will arrive via tanker trucks for distribution into two (2) concrete below-grade storage tanks with 30,000-gallons capacity each. Pumpable waste will be blended with pulped solid waste within the separation mills.

Excess "finished product" cake solids (compost) developed during anaerobic digestion and not directly loaded for off-site shipment or used on-site may be stockpiled temporarily within the Pole Barn building pending subsequent transfer to trucks for off-site shipment.

H. How often will material be transported from the facility? (Indicate the average size of each out-going load, including weight and vehicle type.):

Approximately two (2) semi-loads (approximately 40-yards each) per day of dewatered digestate cake (i.e., "finished product" compost) will be transported off-site. Wastewater will be discharged to the MWRD combined sewer system under an approved Discharge Authorization.

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I. Are any additional methods used to process the materials (*including heat processes, bailing, shredding, crushing, etc.*)?

The blended food waste (pulped solids and pumpable waste mixed in the separation mills) will pass through a grit removal hopper (5,500-gal), be "conditioned" in the 320,000-gallon Biomass Equalization Tank, and be anaerobically digested in the 1,640,000-gallon digester tank. Digestate (i.e., liquid product of anaerobic digestion) will pass through a screw press to remove non-digestible solids before being dewatered in a 2-stage belt press.

J. List all other equipment and/or machinery that will be used:

Concrete below-grade storage tanks (5) - 30,000-gallons each
Biomass Equalization Tank (1) - 320,000-gallons
Digester Tank (1) - 1,640,000-gallons
Polymer tank (1) - 2,000-gallons
Live-bottom bunker - 80-cubic yards
Separation mill - 10-tons/hr
Grit hopper (1) - 5,500-gallons
Biogas processing equipment (on equipment skids and setup outdoors)

K. How will odor, noise and dust emissions be handled?

Most processes will be performed inside the processing building. Other activities are also conducted inside of ASTs, hoop houses (urban farming operations), or the Pole Barn (temporary material staging). Solid food waste will be transported in enclosed compactors, tarped roll-off boxes, and dump moving floor trailers. Overhead roll-up doors will only be opened to allow for truck entry/exit. The overhead doors to the tipping floor will only be opened while a vehicle is passing through the threshold.

The processing building will be maintained at a slight negative air pressure, and ventilation air will be treated through a carbon guard bed. Air ionizer units within the building will provide in-situ treatment of the odor causing compounds. Air permits (as required) from the City of Chicago and the Illinois Environmental Protection Agency (Illinois EPA) will be obtained for all air emissions and equipment.

Sound pressure levels will be limited to 65 dBa at 50 feet from the exterior of the facilities. Sound pressure levels at property lines will be limited to 50 dBa from 10 PM to 6 AM.

L. Describe daily cleaning/housekeeping activities, including parking lots, staging areas and adjacent public ways:

The equipment and processing area will be cleaned once per day after processing using municipal water supply. Two (2) compactors of non-digestible waste will be shipped off-site to a municipal waste landfill daily. Wastewater will be discharged to the MWRD combined sewer system under an approved Discharge Authorization.

M. Where and how will incidental solid waste be handled (*unloaded, processed, loaded out*)?

Large non-digestible waste will be removed via the separation mills; small non-digestible waste will be removed during subsequent "treatment" steps of the anaerobic digestion process. All non-digestible waste will be transferred to compactors for off-site shipment to a municipal waste landfill.

N. Please describe how you will screen for unauthorized materials including, but not limited to, municipal solid waste, hazardous materials and stolen goods. (*Include information pertaining to the schedule for removal of materials.*)

Food waste is non-hazardous and is highly unlikely to include stolen goods. Unauthorized waste materials will be screened for as noted above in Section M.



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O. Where and how will liquid waste be handled?

Wastewater will be discharged to the MWRD combined sewer system under an approved Discharge Authorization.

10. Liquid Waste Handling Information: Please list the name of the company with whom you contract to remove/handle liquid waste. *Required for all facilities accepting motor vehicles and other materials likely to contain liquid waste.*

Company	Address	Phone
Metropolitan Water Reclamation District of Greater Chicago	Discharge to on-site manhole with connection to combined sewer system	

11. Recordkeeping: Please describe the facility's system for maintaining required records, including records of regulated and prohibited materials and records of regular customer accounts.

The facility will collect and maintain on site records regarding the inputs and outputs of the facility, including:

- Daily weights of recyclable inputs to the facility, by type;
 - o Waste manifests
- Daily quantities (weight and/or volume) of material removed from the facility, including:
 - o Dewatered digestate cake
 - o Non-compostable wastes
 - o Wastewater discharge (to the MWRD)
 - o RNG delivered to the public utility (Peoples Gas)
 - o Biogas flared
 - o RNG flared
 - o Tail gas flared
- Utilities
 - o Natural gas consumption
 - o Electric use
 - o Water use
- Process data
 - o Equipment operating hours
 - o Process temperatures
- Observed stack exhaust opacity for combustion equipment
- Results of nutrient analysis, pH, regulated metals, and pathogens (per permit requirements)
- Filtrate water analysis per MWRD
- Equipment downtime and causation
- Equipment overhaul and/or recalibration, including combustion devices
- Any occurrence of detected/observed tank venting and duration
- Spills
- Accident/Incident reports

All process values will be recorded automatically and logged by the plant SCADA system. Periodic reports will be automatically generated as needed for review by stakeholders.

All records will be maintained electronically and will be accessible for review from any internet-connected device by authorized parties. Data will be saved securely by a cloud-storage service such as Google Drive or DropBox.



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12. Facility Description: Provide a detailed description of the operations that take place at the facility.


See Attachment 4.

13. Certification



I certify that I have personally examined and am familiar with all the information submitted in response to the questions contained in this application and the attached document(s), and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that all information submitted is true, accurate and complete.

Name:	Erika Allen	
Title:	President	
Company Name:	Green Era Educational NFP	
Mailing Address:	218 North Jefferson Street, Suite 300	
Phone Number:	(312) 544-9218	Fax Number:
Email:	permits@greenerachicago.com	

Signature: 

Print and send the completed form to the address below.

Chicago Department of Public Health
333 S State Street
Room 200
Chicago, Illinois 60604
Attn: Recycling Permits

**ATTACHMENT 1 TO RECYCLING FACILITY APPLICATION
(ADDITIONAL INFORMATION)**

2. Facility Owner

The facility owner is Green Era Educational NFP. Green Era Educational NFP is a not-for-profit corporation governed by a board of directors whose members are Julia Feldman, Erika Allen, and Jason Feldman.

4C. ZBA Calendar Number

See attachment 2 for a copy of the final resolution on zoning, dated April 10, 2019.

6A-6B. Corporation Information

The facility owner is Green Era Educational NFP; the facility operator is Green Era 83rd Street LLC. Green Era 83rd Street LLC is entirely managed by Green Era Sustainability LLC.

The beneficial owners of Green Era Sustainability LLC are as follows:

ILE Yansa LLC (32%)
300 South Wacker Drive, Suite 2750
Chicago, IL 60606-6782
FEIN: 85-2144079
Manager: Erika R. Allen

Chicago Community Partners LLC (31%)
218 N Jefferson Street, Suite 300
Chicago, IL 60661
FEIN: 46-2564872
Manager: Jason Feldman

Kleen Energy LLC (20%)
W3267 Snake Road
P.O. Box 190
Lake Geneva, WI 53147
FEIN: 81-4806298
Manager: Leigh Otzen

Elm Tree Corporation (9%)
1365 Elm Tree Road
Lake Forest, IL 60045
FEIN: 2211248
President: Ryan S. Huddlestun
Secretary: Krina N. Huddlestun

Racial and Social Equity Investors, LLC (7%)
1200 West 35th Street, #3105A
Chicago IL 60609
FEIN: 85-2092077
Manager: Erika R. Allen

GAGDC Investor, LLC (1%)
1159 West 79th Street
Chicago IL 60620
FEIN: 86-1595447
Manager: Hubert Newkirk

6C. Annual Report

Please note that the business is a startup organization and the facility for which this application is being submitted has not yet been constructed. Therefore, the attached annual report solely provides general information (e.g., company name, address, manager). There is no financial or operational information to provide at this time.

7. Site Plan

See attachment 3 for figures with pertinent information.

9B. Total Material Handling

Solid food waste (Typical): eight (8) to 16-loads/day via compactors, roll-off boxes, and dump or moving floor trailers (averaging 12-tons/load) for a total of 96 to 192-tons/day.

Pumpable food waste (Typical): five (5) to 8-loads/day via tanker trucks (averaging 13-tons/truck) for a total of 65 to 104-tons/day.

12. Facility Description

See attachment 4 for a process narrative.

**ATTACHMENT 2 TO RECYCLING FACILITY APPLICATION
(ZONING DOCUMENTATION)**

19881

100874

JOURNAL--CITY COUNCIL--CHICAGO

4/10/2019

~~Reclassification Of Area Shown On Map No. 18-D.
(Application No. 19908)
(Common Address: 8158 S. Woodlawn Ave.)~~

[O2018-9890]

~~Be It Ordained by the City Council of the City of Chicago:~~

~~SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, be amended by changing all the RS3 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 18-D in the area bounded by:~~

~~a line 36 feet north of and parallel to East 72nd Street; South Woodlawn Avenue; East 72nd Street; and the alley next west of and parallel to South Woodlawn Avenue,~~

~~to those of a B1-2 Neighborhood Shopping District and a corresponding use district is hereby established in the area above described.~~

~~SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.~~

Reclassification Of Area Shown On Map No. 20-F.
(As Amended)
(Application No. 19881)
(Common Address: 650 W. 83rd St.)

IPD1443

[SO2018-9262]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, be amended by changing all the M1-2 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 20-F in the area bounded by:

beginning at a line 594 feet north of and parallel to West 83rd Street, as measured from the intersection of South Wallace Street and West 83rd Street; South Wallace Street; West 83rd Street; and the easterly right-of-way line of the Chicago, Rock Island, and Pacific Railroad running to the northeast, back to the point of beginning,

to those of an M3-2 Heavy Industry District and a corresponding use district is hereby established in the area above described.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the M3-2 Heavy Industry District symbols and indications within the area herein above described to the designation of Industrial Planned Development Number 1443, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others..

SECTION 3. This ordinance shall be in force and effect from and after its passage and due publication.

Industrial Planned Development Statements referred to in this ordinance read as follows:

Industrial Planned Development Statements.

1. The area delineated herein as Industrial Planned Development Number 1443 ("Planned Development") consists of approximately 387,902 net square feet of property which is depicted on the attached Planned Development Boundary and Property Line Map ("Property") and is owned by the City of Chicago. The Applicant is Green Era Educational, NFP.
2. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time of application for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or designated control. Single designated control is defined in Section 17-8-0400 of the Zoning Ordinance.
3. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall require a separate submittal to the Department of Transportation on behalf of the Applicant or its successors, assigns or grantees.

Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the Planned Development.

Ingress or egress shall be pursuant to the Planned Development and may be subject to the review and approval of the Departments of Planning and Development and Transportation. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of the Department of Transportation.

Pursuant to a negotiated and executed Perimeter Restoration Agreement ("Agreement") by and between the Department of Transportation's Division of Infrastructure Management and the Applicant, the Applicant shall provide improvements and restoration of all public way adjacent to the property, which may include, but not be limited to, the following as shall be reviewed and determined by the Department of Transportation's Division of Infrastructure Management:

- Full width of streets
- Full width of alleys
- Curb and gutter
- Pavement markings
- Sidewalks
- ADA crosswalk ramps
- Parkway and landscaping

The Perimeter Restoration Agreement must be executed prior to any Department of Transportation and Planned Development Part II Review permitting. The Agreement shall reflect that all work must comply with current Rules and Regulations and must be designed and constructed in accordance with the Department of Transportation's Construction Standards for Work in the Public Way and in compliance with the Municipal Code of Chicago Chapter 10-20. Design of said improvements should follow the Department of Transportation's Rules and Regulations for Construction in the Public Way as well as The Street and Site Plan Design Guidelines. Any variation in scope or design of public way improvements and restoration must be approved by the Department of Transportation.

4. This plan of development consists of 16 Statements; a Bulk Regulations Table; an Existing Land-Use Map; a Planned Development Boundary and Property Line Map; Site Plan; Landscape Plan; and Building Elevations dated March 21, 2019 submitted herein. Full-sized copies of the Site Plan, Landscape Plan and Building Elevations are on file with the Department of Planning and Development. In any instance where a provision of this Planned Development conflicts with the Chicago Building Code,

the Building Code shall control. This Planned Development conforms to the intent and purpose of the Zoning Ordinance, and all requirements thereto, and satisfies the established criteria for approval as a Planned Development. In case of a conflict between the terms of this Planned Development Ordinance and the Zoning Ordinance, this Planned Development Ordinance shall control.

5. The following uses are allowed in the area delineated herein as an Industrial Planned Development: anaerobic digester, community garden, indoor, outdoor and rooftop farm operation, food and beverage retail sales, general retail sales, artisanal, limited, general and intensive manufacturing and industrial service, liquid waste handling facilities, resource recovery facilities, transfer station, modified transfer station, wireless communication facilities, utilities minor and major, office, accessory parking, Class I, II and III recycling facilities, waste-related uses all other related and accessory uses.

The applicant acknowledges that all operations will follow the use standards of Section 17-9-0117A with respect to Class III recyclers. The applicant acknowledges that any and all composting on the property would be conducted in-vessel and be in compliance with the standards as listed in the Chicago Municipal Code under Section 7-28-215.

- *5. On-premises signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development, subject to the review and approval of the Department of Planning and Development. Off-premises signs are prohibited within the boundary of the Planned Development.
6. For purposes of height measurement, the definitions in the Zoning Ordinance shall apply. The height of any building shall also be subject to height limitations, if any, established by the Federal Aviation Administration.
7. The maximum permitted Floor Area Ratio ("FAR") for the site shall be in accordance with the attached Bulk Regulations Table. For the purposes of FAR calculations and measurements, the definitions in the Zoning Ordinance shall apply. The permitted FAR identified in the Bulk Regulations Table has been determined using a Net Site Area of 387,923 square feet.
8. Upon review and determination, "Part II Review", pursuant to Section 17-13-0610 of the Zoning Ordinance, a Part II Review fee shall be assessed by the Department of Planning and Development. The fee, as determined by staff at the time, is final and binding on the Applicant and must be paid to the Department of Revenue prior to the issuance of any Part II Approval.

* Editor's Note: Numbering sequence error; Statement 5 duplicated in original document.

9. The Site and Landscape Plans shall be in substantial conformance with the Landscape Ordinance and any other corresponding regulations and guidelines. Final landscape plan review and approval will be by the Department of Planning and Development. Any interim reviews associated with site plan review or Part II Reviews, are conditional until final Part II Approval.
10. The Applicant shall comply with Rules and Regulations for the Maintenance of Stockpiles promulgated by the Commissioners of the Departments of Streets and Sanitation, Environment and Buildings, under Section 13-32-125 of the Municipal Code, or any other provision of that Code.
11. The terms and conditions of development under this Planned Development ordinance may be modified administratively, pursuant to Section 17-13-0611-A of the Zoning Ordinance by the Zoning Administrator upon the application for such a modification by the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors.
- *13. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables and maximizes universal access throughout the Property. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.
14. The Applicant acknowledges that it is in the public interest to design, construct, renovate and maintain all buildings in a manner that provides healthier indoor environments, reduces operating costs and conserves energy and natural resources. The Applicant shall obtain the number of points necessary to meet the requirements of the Chicago Sustainable Development Policy, in effect at the time of the Part II Review process is initiated for each improvement that is subject to the aforementioned policy and must provide documentation verifying compliance.
15. The Applicant acknowledges that it is the policy of the City to maximize opportunities for Minority- and Women-owned Business Enterprises ("M/WBEs") and city residents to compete for contracts and jobs on construction projects approved through the planned development process. To assist the city in promoting and tracking such M/WBE and city resident participation, an applicant for planned development approval shall provide information at three points in the City approval process. First, the Applicant must submit to DPD, as part of its application for planned development approval, an M/WBE Participation Proposal. The M/WBE Participation Proposal must

* Editor's Note: Numbering sequence error; Statement 12 missing in original document.

identify the applicant's goals for participation of certified M/WBE firms in the design, engineering and construction of the project, and of City residents in the construction work. The City encourages goals of 26 percent MBE and 6 percent WBE participation (measured against the total construction budget for the project or any phase thereof), and *(ii) 50 percent City resident hiring (measured against the total construction work hours for the project or any phase thereof). The M/WBE Participation Proposal must include a description of the applicant's proposed outreach plan designed to inform M/WBEs and City residents of job and contracting opportunities. Second, at the time of the applicant's submission for Part II Permit Review for the project or any phase thereof, the applicant must submit to DPD (a) updates (if any) to the applicant's preliminary outreach plan, (b) a description of the applicant's outreach efforts and evidence of such outreach, including, without limitation, copies of certified letters to M/WBE contractor associations and the ward office of the alderman in which the project is located and receipts thereof; (c) responses to the applicant's outreach efforts, and (d) updates (if any) to the applicant's M/WBE and City resident participation goals. Third, prior to issuance of a Certificate of Occupancy for the project or any phase thereof, the applicant must provide DPD with the actual level of M/WBE and City resident participation in the project or any phase thereof, and evidence of such participation. In addition to the forgoing, DPD may request such additional information as the department determines may be necessary or useful in evaluating the extent to which M/WBEs and City residents are informed of and utilized in planned development projects. All such information will be provided in a form acceptable to the Zoning Administrator. DPD will report the data it collects regarding projected and actual employment of M/WBEs and City residents in planned development projects twice yearly to the Chicago Plan Commission and annually to the Chicago City Council and the Mayor.

16. This Planned Development shall be governed by Section 17-13-0612 of the Zoning Ordinance. Should this Planned Development ordinance lapse, the Commissioner of the Department of Planning and Development shall initiate a zoning map amendment to rezone the Property to the M3-2.

[Planned Development Area; Site Plan; Architectural Site Plan; Floor Plan;
and Building Elevations A, B, C and D referred to in these Industrial
Planned Development Statements printed on pages 100881
through 100887 of this *Journal*.]

* Editor's Note: Numbering sequence error; (i) missing in original document.

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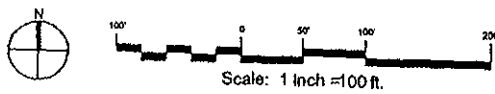
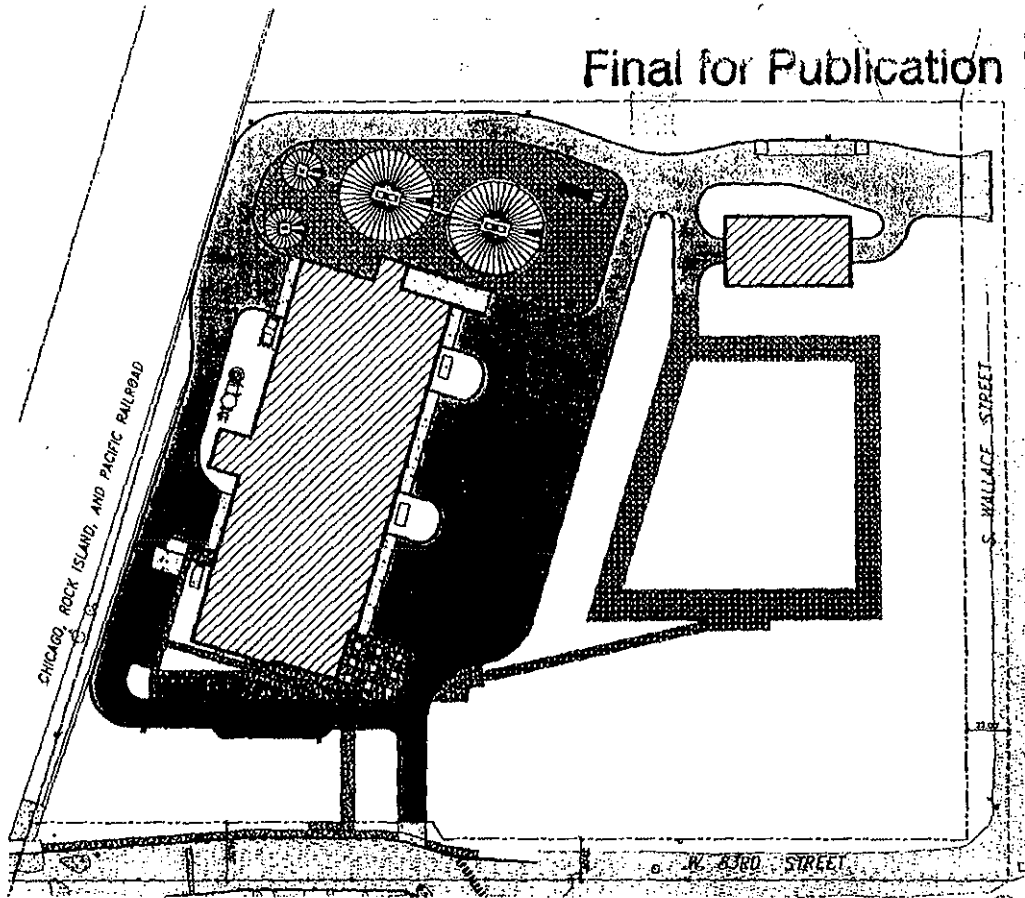
JOURNAL--CITY COUNCIL--CHICAGO

4/10/2019

Bulk Regulations and Data Table referred to in these Industrial Planned Development Statements read as follows:

Bulk Regulations And Data Table.

Gross Site Area:	437,923 square feet
Net Site Area:	387,902 square feet
Right-Of-Way Area:	50,021 square feet
Maximum Floor Area Ratio:	2.2
Principal Building Height Maximum:	75 feet
Accessory Building Height Maximum:	95 feet
Minimum Number of Off-Street Loading Spaces:	1 at 10 by 50
Minimum Number of Off-Street Parking Spaces:	22
Minimum Number of Bike Parking Spaces:	4
Minimum Required Setbacks:	Per Site Plan



LEGEND:

- PROPERTY LINE
- (PD NET AREA)
367,902.33 SQ FT
(8.90 ACRES)
- (PD GROSS AREA)
437,822.80 SQ FT
(10.05 ACRES)

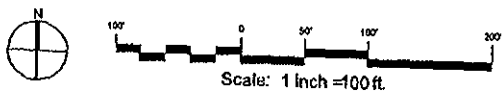
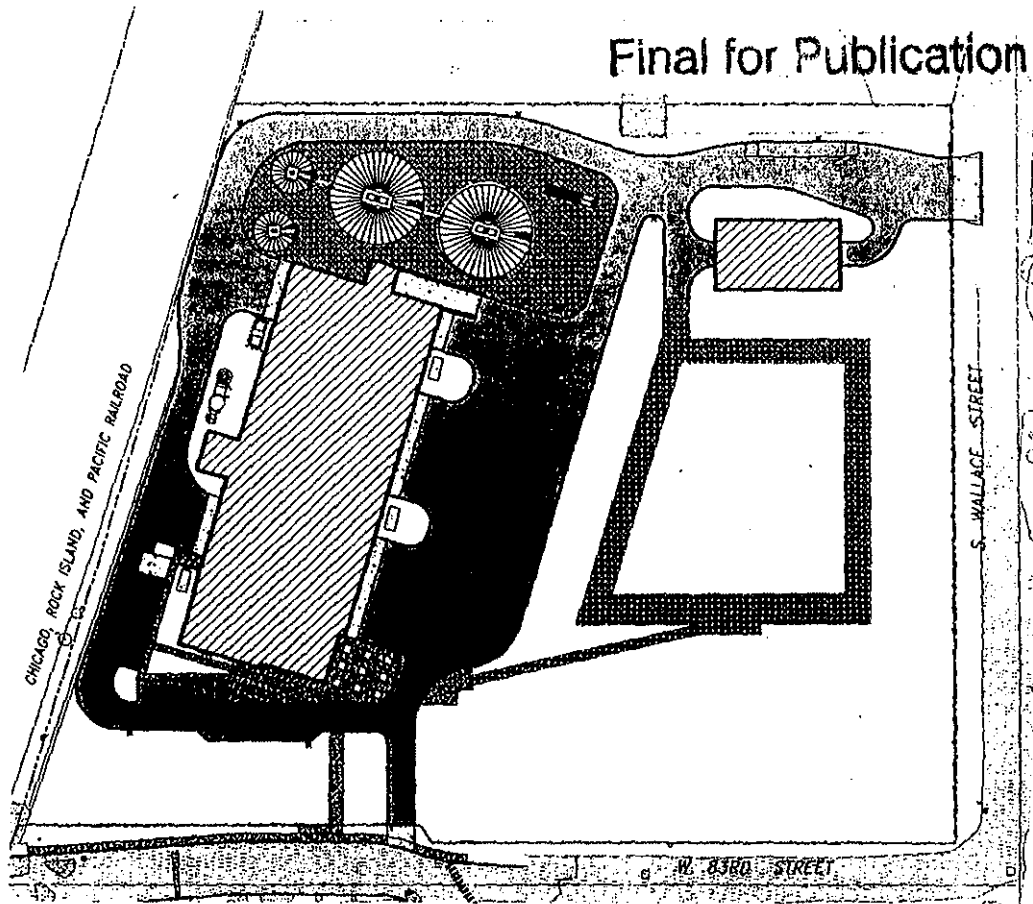
PD AREA

SCALE: 1" = 100'

APPLICANT: GREEN ERA EDUCATIONAL NFP
 ADDRESS: 650 W 83RD STREET CHICAGO, IL 60620
 INTRODUCTION: DECEMBER 5, 2018



Final for Publication



LEGEND:

	PROPERTY LINE
	BUILDING
	CONCRETE WALK AND BASE
	ASPHALT PAVEMENT AND BASE
	CONCRETE PAVEMENT AND BASE
	GRAVEL
	CONCRETE CURB AND GUTTER

SITE PLAN

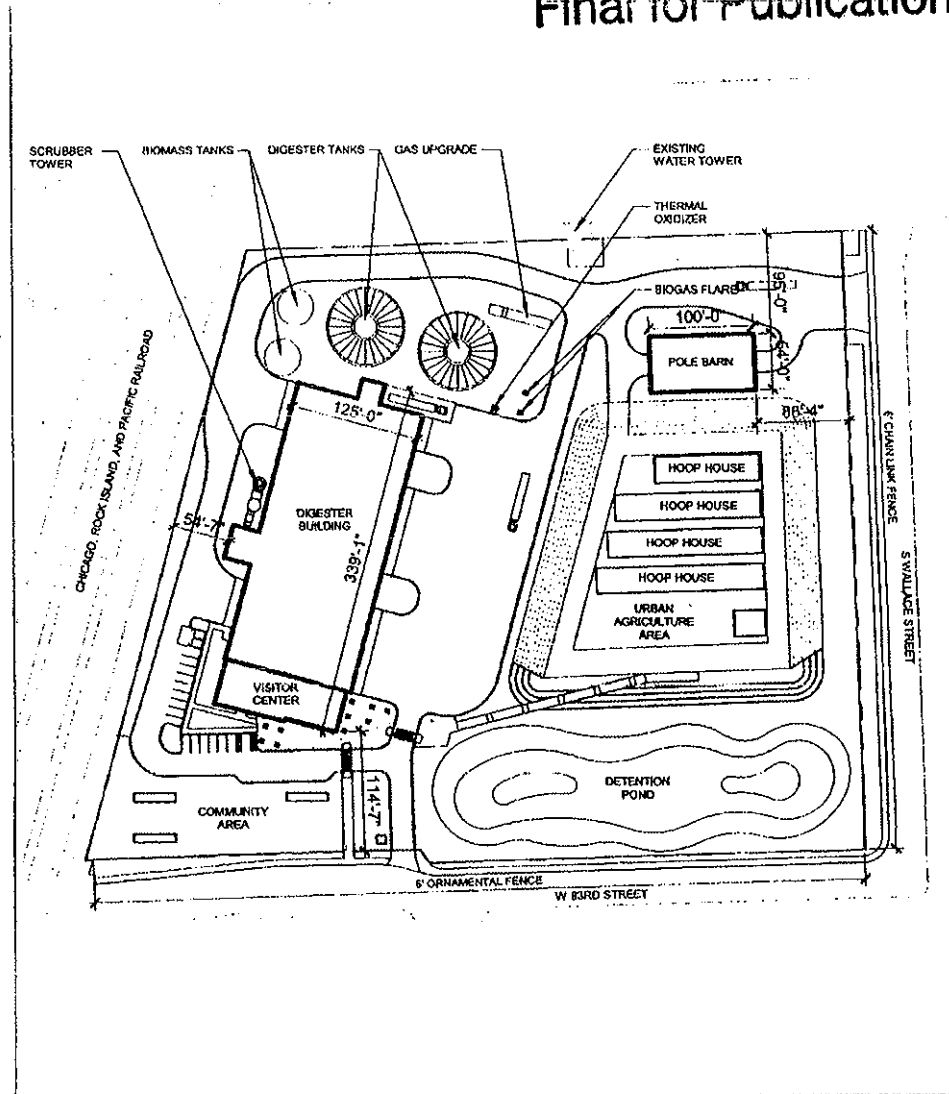
SCALE: 1" = 100'

APPLICANT: GREEN ERA EDUCATIONAL NFP
 ADDRESS: 650 W 83RD STREET CHICAGO, IL 60620
 INTRODUCTION: DECEMBER 5, 2018

TERRA
 ENGINEERING LTD
227 W. Olive Street, Suite 400, Chicago, IL 60654
 TEL: 312.467.1111 FAX: 312.467.0229

McBride
 Kelley
 Baurer
 Architects / Planners

Final for Publication



ARCHITECTURAL SITE PLAN

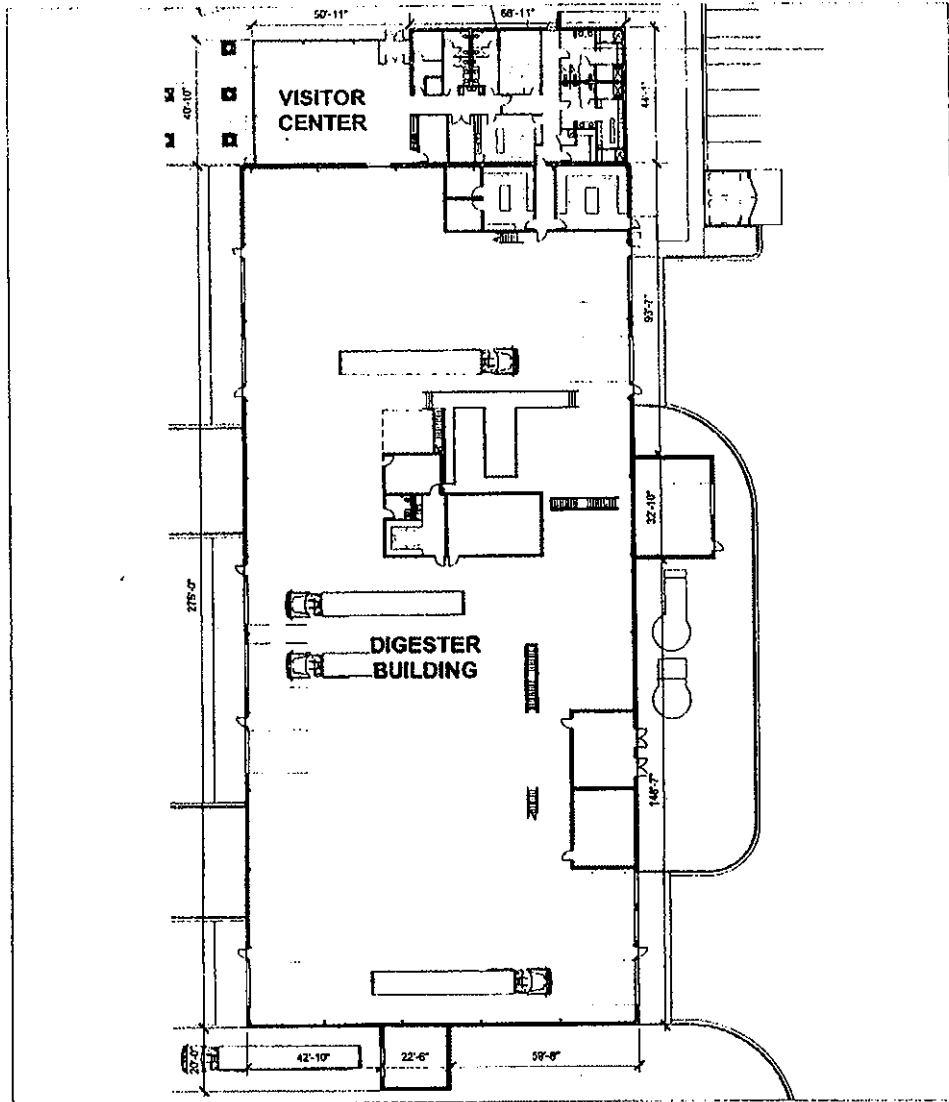
SCALE: 1" = 120'-0"



APPLICANT: GREEN ERA EDUCATIONAL NFP
ADDRESS: 650 W 83RD STREET CHICAGO, IL 60620
INTRODUCTION: DECEMBER 5, 2018

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Kelley
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FLOOR PLAN

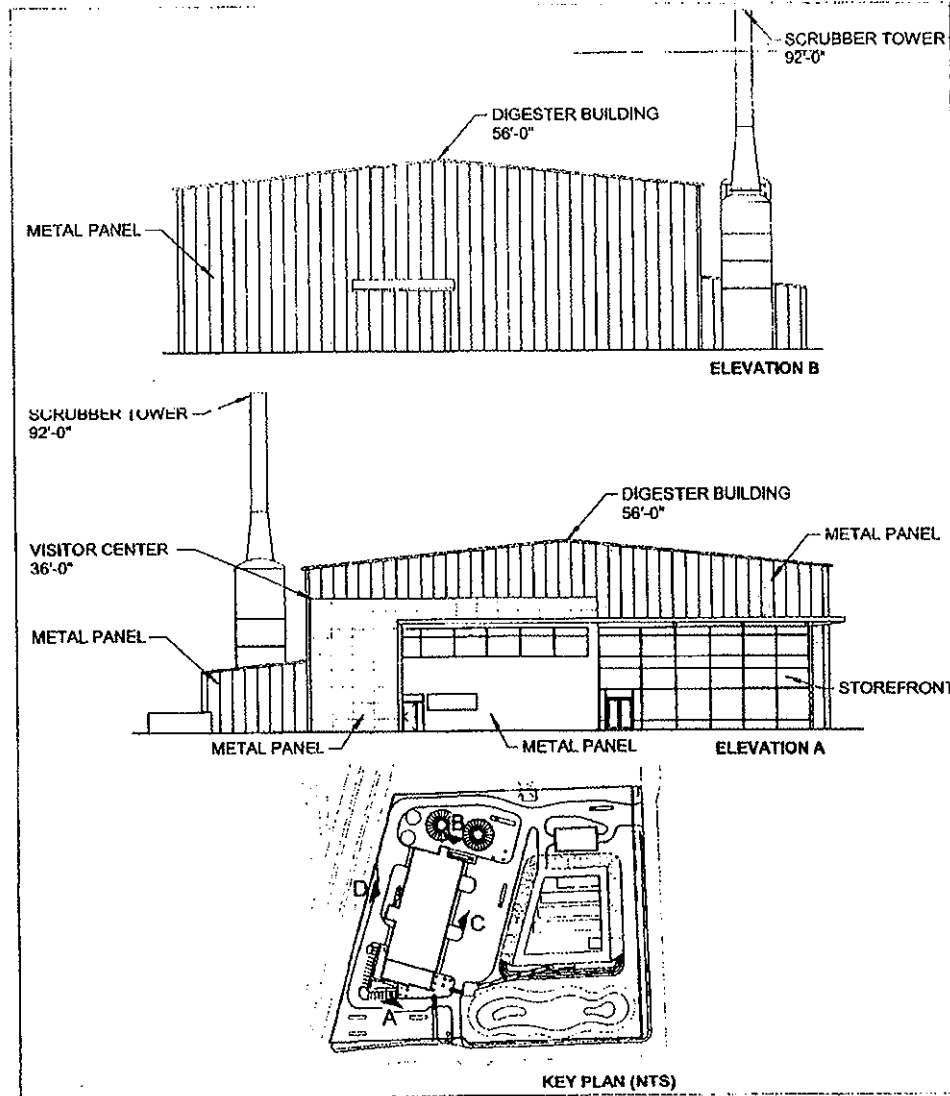
SCALE: 1" = 40'-0"



APPLICANT: GREEN ERA EDUCATIONAL NFP
ADDRESS: 650 W 83RD STREET CHICAGO, IL 60620
INTRODUCTION: DECEMBER 5, 2018

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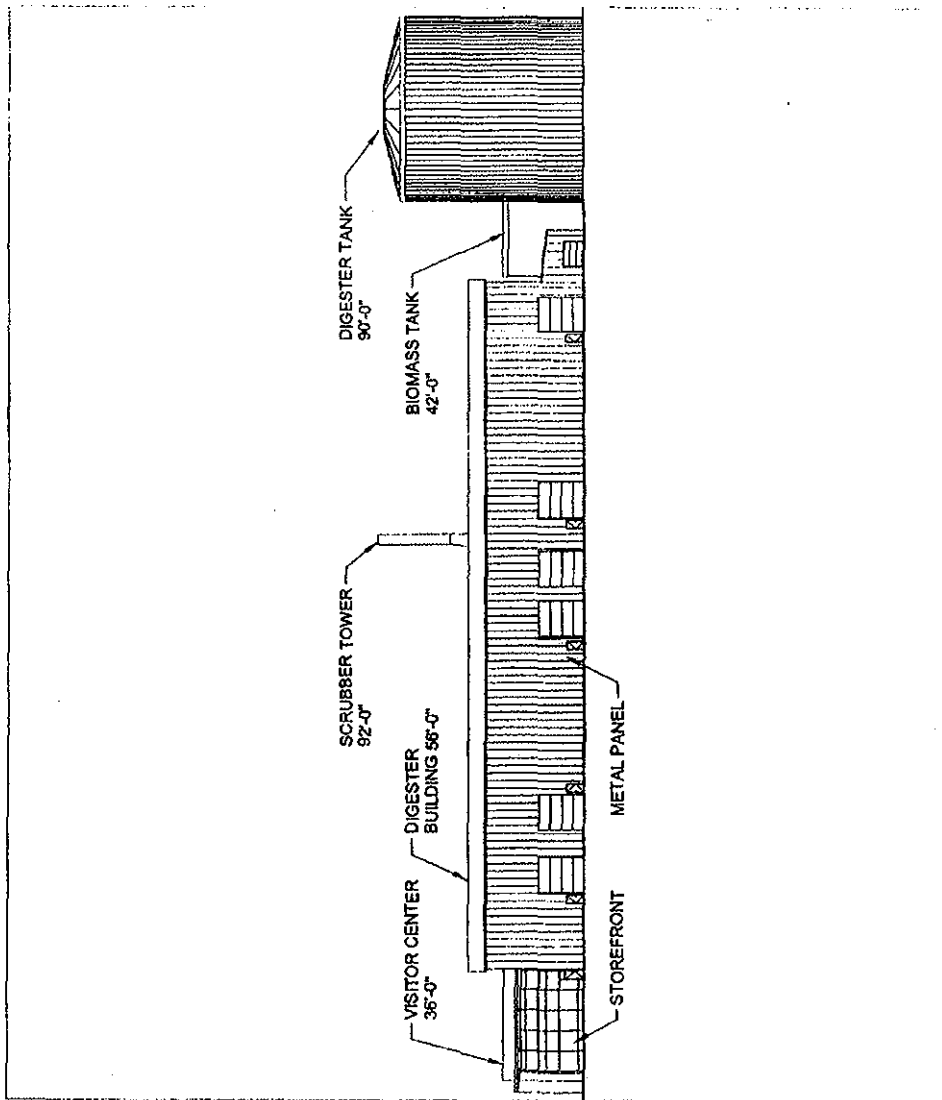
ELEVATIONS A & B

SCALE: 1" = 30'-0"

APPLICANT: GREEN ERA EDUCATIONAL NFP
ADDRESS: 650 W 83RD STREET CHICAGO, IL 60620
INTRODUCTION: DECEMBER 5, 2018

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Kelley
Bauer
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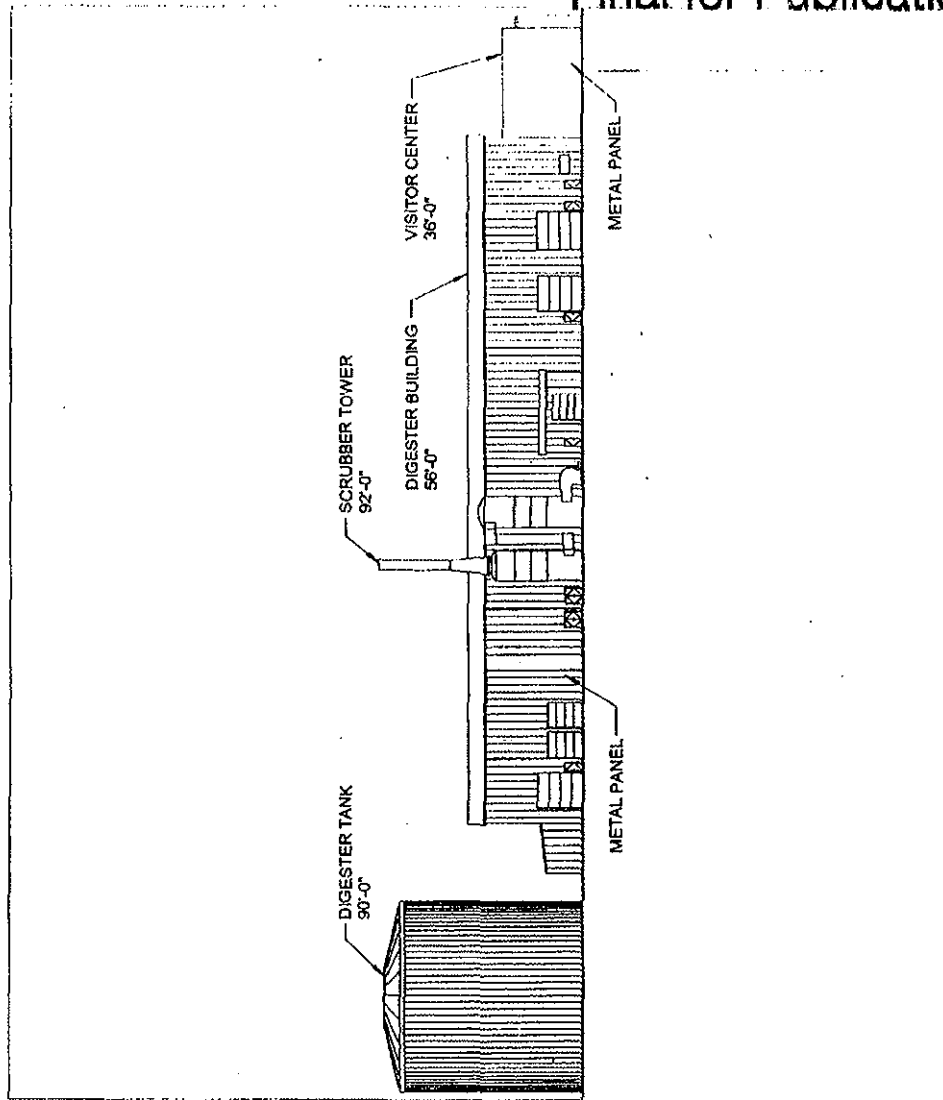
ELEVATION C

SCALE: 1" = 50'-0"

APPLICANT: GREEN ERA EDUCATIONAL NFP
ADDRESS: 650 W 83RD STREET CHICAGO, IL 60620
INTRODUCTION: DECEMBER 5, 2018

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ELEVATION D

SCALE: 1" = 50'-0"

APPLICANT: GREEN ERA EDUCATIONAL NFP
ADDRESS: 650 W 83RD STREET CHICAGO, IL 60620
INTRODUCTION: DECEMBER 5, 2018

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**ATTACHMENT 3 TO RECYCLING FACILITY APPLICATION
(ANNUAL REPORT)**

Form **LLC-50.1**

Illinois
Limited Liability Company Act
Annual Report

FILE # 05960932

Due prior to: 09/01/2019

Secretary of State
Department of Business Services
Limited Liability Division
501 S. Second St., Rm. 351
Springfield, IL 62756
217-524-8008
www.cyberdriveillinois.com

Filing Fee: 75.00
Series Fee, if required:
Penalty: 0.00
Total: 75.00

Filed Electronically
September 23, 2019
Jesse White
Secretary of State

1. Limited Liability Company Name: GREEN ERA 83RD STREET LLC

Registered Agent: WILLIAM A. RUDNICK

444 W. LAKE ST, STE 900

CHICAGO, IL 60606

2. State or Country of Organization: IL Date Organized in or Admitted to Illinois: 09/21/2016

3. Address of Principal Place of Business:
218 N JEFFERSON ST., STE 300 CHICAGO, IL 60661

4. Name and business address of all managers and any member having the authority of manager:
GREEN ERA SUSTAINABILITY, LLC
218 N. JEFFERSON ST., STE 300 CHICAGO, IL 60661

5. Entity managers affirm their current existence.

6. Changes to the registered agent and/or registered office must be submitted on Form LLC-1.36/1.37.

7. I affirm, under penalties of perjury, having authority to sign thereto, that this Annual Report is to the best of my knowledge and belief, true, correct and complete.

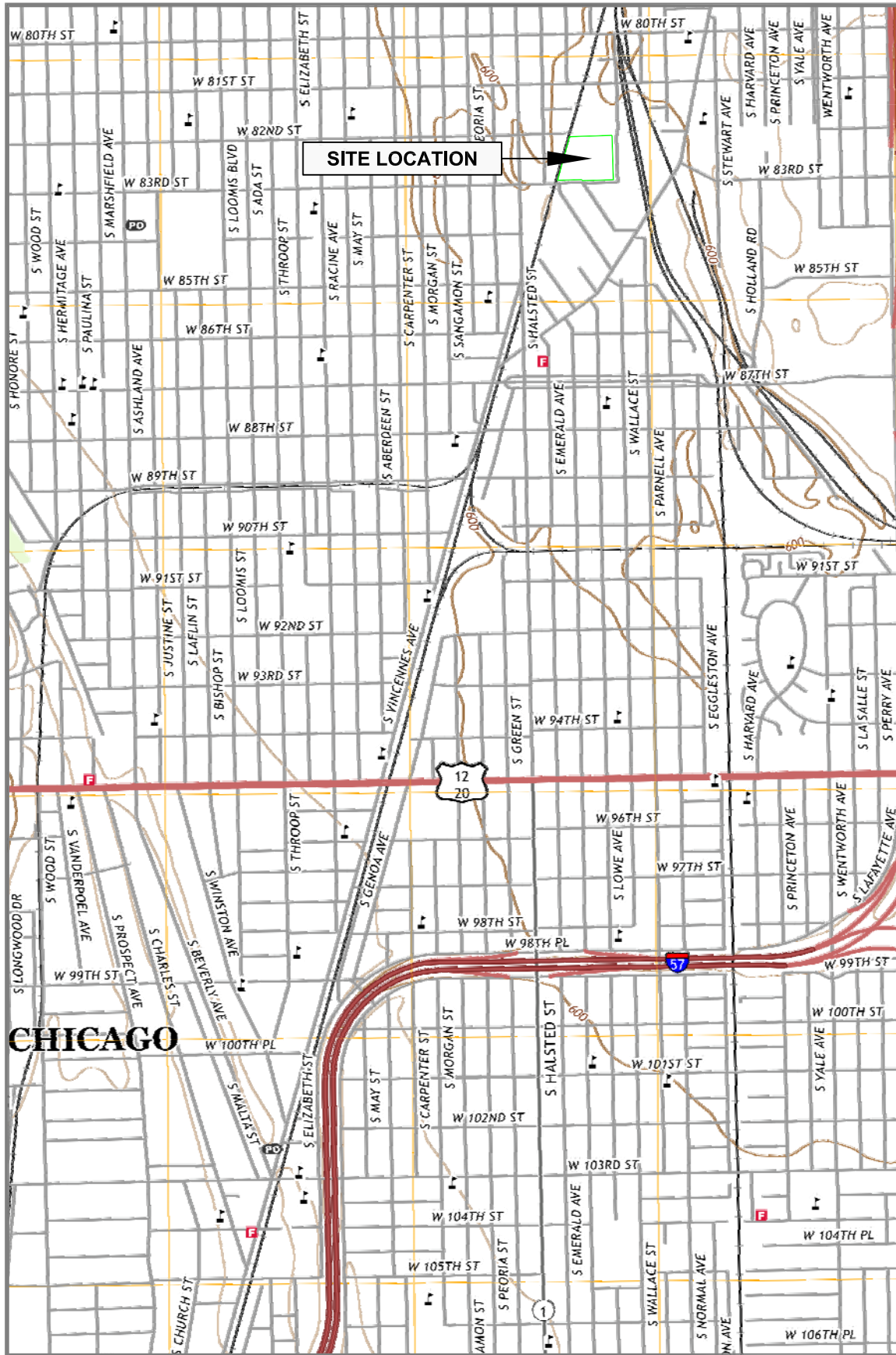
Dated: September 23, 2019
Month/Day Year

JASON FELDMAN
Name

MANAGER
Title

GREEN ERA SUSTAINABILITY, LLC MANAGER
If applicant is a company or other entity, state Name of Company

**ATTACHMENT 4 TO RECYCLING FACILITY APPLICATION
(FIGURES)**



LEGEND

APPROXIMATE SITE
PROPERTY BOUNDARY

BLUE ISLAND
QUADRANGLE
ILLINOIS-COOK
CO.
7.5-MINUTE
SERIES
(2018
TOPOGRAPHIC)



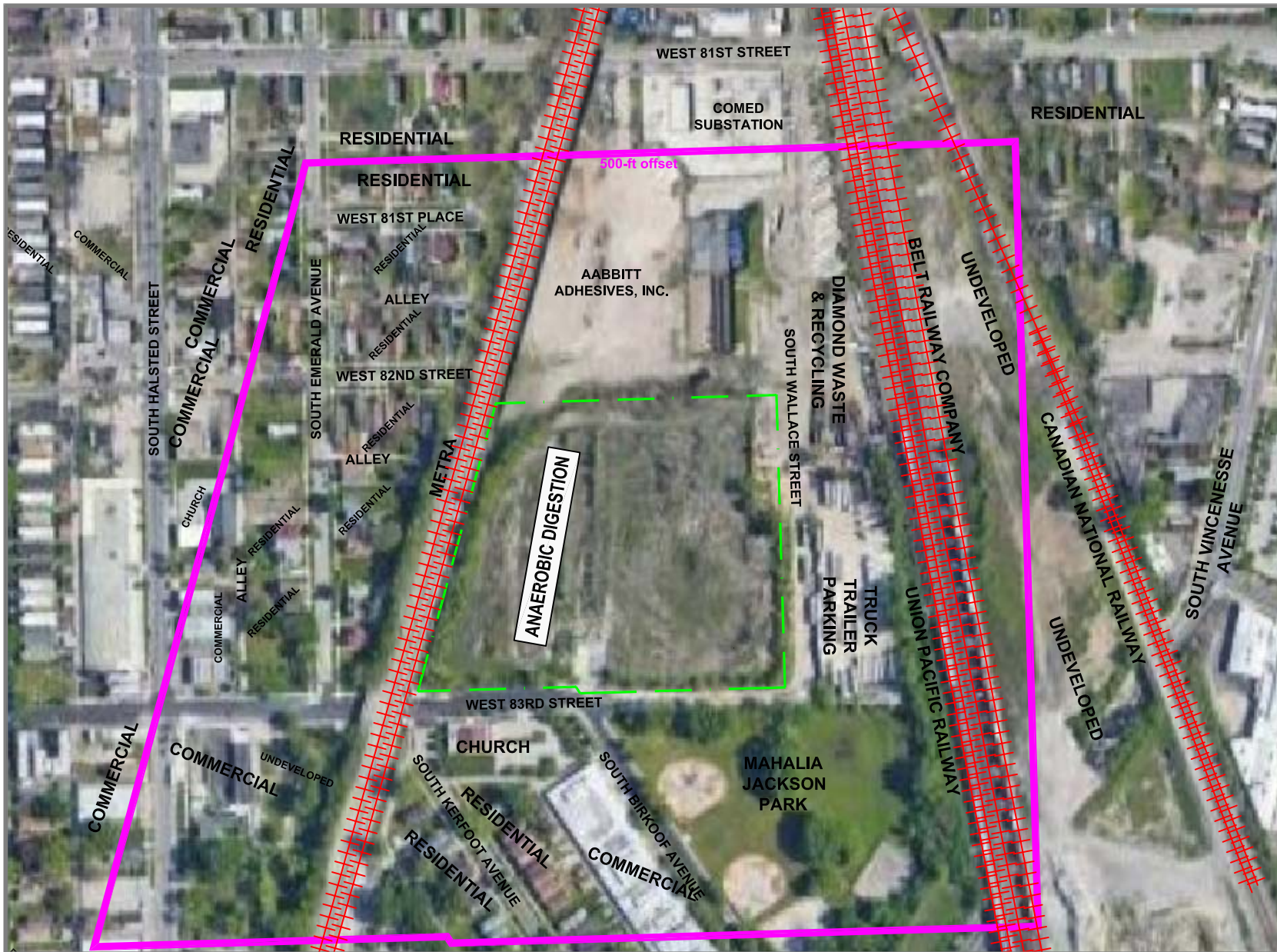
CAD FILE: 7741-01
REVISED: 03/05/21

CHICAGO

DAI
ENVIRONMENTAL

**GREEN ERA RENEWABLE ENERGY
AND URBAN FARMING CAMPUS
650 WEST 83RD STREET
CHICAGO, ILLINOIS**

**FIGURE 1
SITE LOCATION MAP**



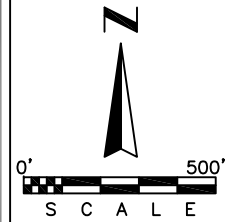
LEGEND

PROPERTY BOUNDARY OF COMPOSTING FACILITY

500-FT OFFSET FROM FACILITY BOUNDARY

THE NEAREST WATER WELL IS LOCATED OVER 2,000-FT FROM THE FACILITY AND IS NOT LIKELY IN USE PER CITY OF CHICAGO RESTRICTIONS.

THE FACILITY IS NOT LOCATED WITHIN OR NEAR THE 10-YEAR FLOODS PLAIN. MAPPING INDICATES "AREA OF MINIMAL FLOOD HAZARD."



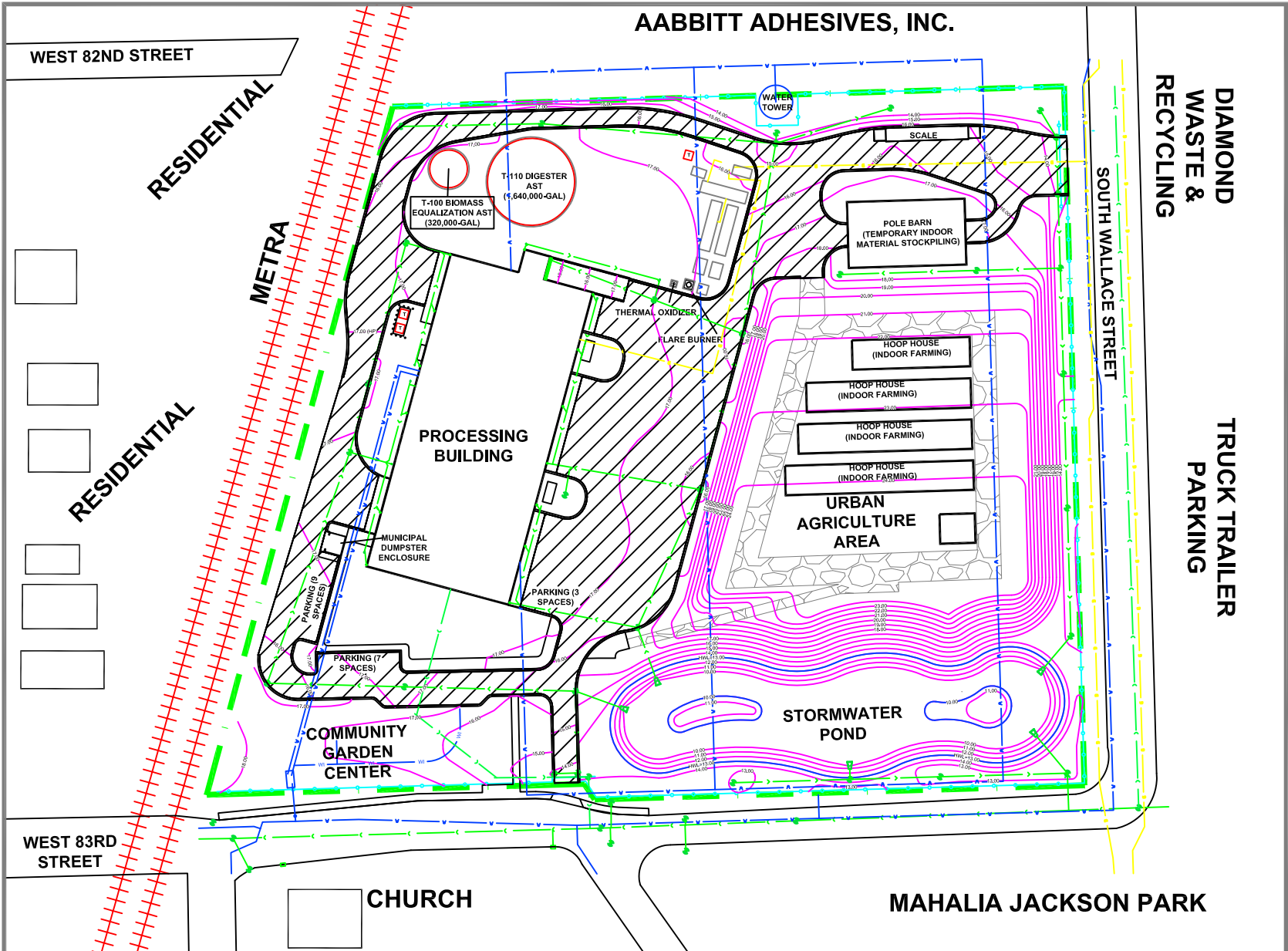
CAD FILE: 7741-02
REVISED: 03/05/21



**GREEN ERA RENEWABLE ENERGY
AND URBAN FARMING CAMPUS
650 WEST 83RD STREET
CHICAGO, ILLINOIS**

**FIGURE 2
AERIAL VIEW OF SITE AND
SURROUNDING PROPERTY USAGE
(MAY 2018 AERIAL TAKEN GOOGLE MAPS)**

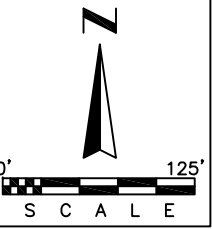
AABBITT ADHESIVES, INC.



LEGEND

- PROPERTY BOUNDARY OF COMPOSTING FACILITY (8.095-ACRES)
- RAILROAD TRACKS
- GAS UTILITY
- WATER UTILITY
- STORM SEWER
- SANITARY SEWER
- MWRD COMBINED SEWER (OFF-SITE)
- ELECTRICAL TRANSFORMER
- FENCING (6-FT HIGH)
- ASPHALT PAVING
- GRAVEL COVERING
- 1-FT TOPOGRAPHIC CONTOUR LINES (POST RE-GRADING)

SMALL-SCALE, PERMIT-EXEMPT, DEMONSTRATION COMPOSTING MAY OCCUR IN THE COMMUNITY GARDEN CENTER.



CAD FILE: 7741-03
REVISED: 01/08/21

DIAMOND WASTE & RECYCLING
TRUCK TRAILER PARKING

WEST 82ND STREET

RESIDENTIAL

METRA

RESIDENTIAL

SOUTH WALLACE STREET

WEST 83RD STREET

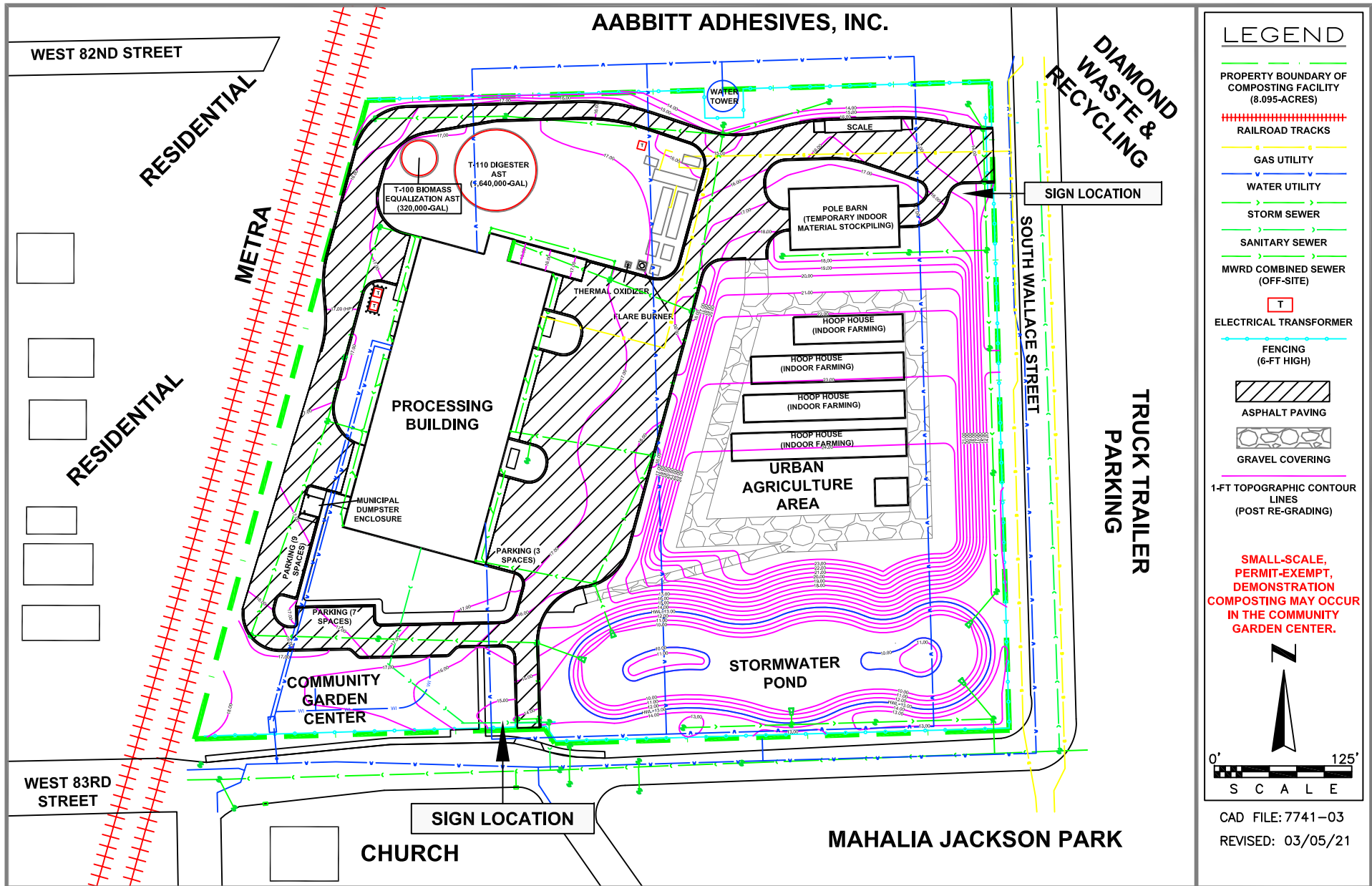
CHURCH

MAHALIA JACKSON PARK



GREEN ERA SUSTAINABILITY
650 WEST 83RD STREET
CHICAGO, ILLINOIS

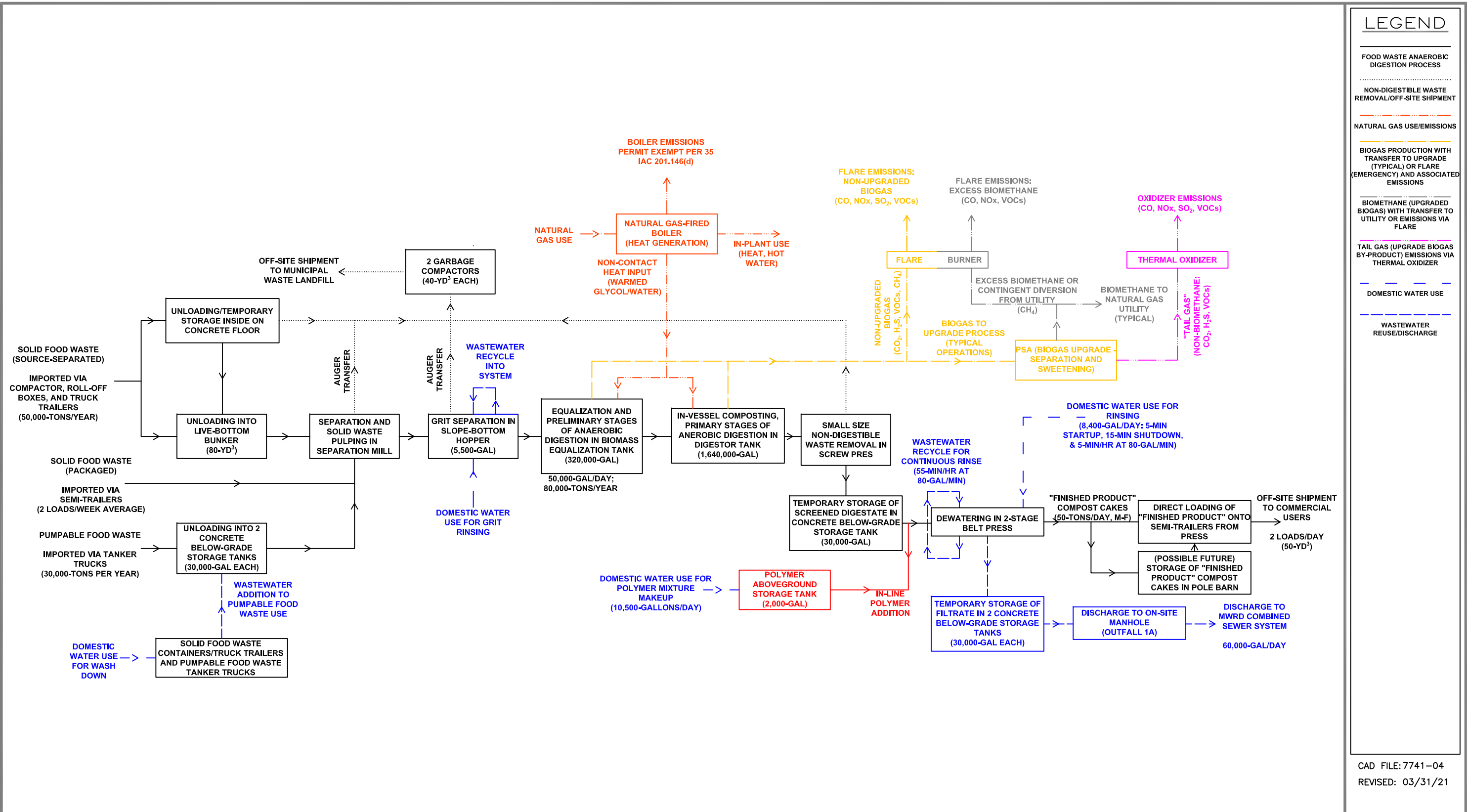
FIGURE 3
SITE PLAN AND CONTOUR MAP



DAI
ENVIRONMENTAL

**GREEN ERA RENEWABLE ENERGY
AND URBAN FARMING CAMPUS
650 WEST 83RD STREET
CHICAGO, ILLINOIS**

**FIGURE 3
SITE PLAN AND CONTOUR MAP**



**ATTACHMENT 5 TO RECYCLING FACILITY APPLICATION
(FACILITY DESCRIPTION/PROCESS NARRATIVE)**

Anaerobic Digestion Process

An 8.905± acre vacant parcel addressed as 650 West 83rd Street in Chicago is to be developed into a food waste (solid and liquid) recycling (composting) facility. Figure 1 is a topographic location map, and Figure 2 is an aerial view of the development property and surrounding area. Development of the property will include the construction of two (2) buildings, two (2) aboveground storage tanks (ASTs), and the erection of approximately four (4) “hoop houses” (i.e., simple greenhouse structures) that will be used to perform indoor urban farming. Figures 3-3A provide a site plan and site detail, respectively, with pertinent information (e.g., building, utilities, process equipment, etc.) The method of composting at this facility will be anaerobic digestion performed within an enclosed anaerobic digester (AST), and/or performed within a completely enclosed container with no opening greater than ¼-inch in size (i.e., meeting the City of Chicago’s definition of “in-vessel” composting).

Composting will be performed via a conventional wet anaerobic digestion system, with all operations conducted inside. Most operations will be conducted within the approximately 35,000-ft² processing building. The large 1,640,000-gallon anaerobic digester (AST, 74-ft diameter by 54-ft to eave and 70-ft to dome peak) located to the north of the processing building, is where the actual “in-vessel” composting will occur. A supporting AST, (one (1) 320,000-gallon equalization/holding tank, 32-ft diameter by 50-ft to 70-ft tall, will serve as an equalization/holding tank for storage of “conditioned feedstock” prior to being pumped to the digester tank. The facility will be continuously monitored, with anaerobic digestion operations occurring in the digester tank constantly (24-hrs/day, 7-days/wk). Typical operations (i.e., when food waste is imported and preliminarily processed) will be from 7:00-17:00, Sunday-Saturday.

The facility has been designed to receive and treat 80,000-tons per year of food waste, of which an average (by weight) of 6% of non-digestible materials (e.g., packaging, non-organics, etc.) is anticipated. Two (2) forms of food-based waste will be received by the facility: non-pumpable solid food waste and pumpable commercial food waste. Other organic wastes that are biodegradable (but not compostable landscape waste) may also be received and processed at the facility. For the two (2) waste streams, the approximate breakdown is 50,000-tons/year of solid food waste and 30,000-tons/year (7,195,000-gallons/year) of pumpable food waste. The facility will receive solid food waste via compactors, roll-off boxes, and dump or walking floor trailers (averaging 12-tons/load), typically eight (8) to 16-loads/day (M-F); tanker trucks will deliver five (5) to 8-loads/day of pumpable food wastes (averaging 13-tons/truck). These quantities and delivery loads for solid and liquid waste are rough estimates. The actual breakdown of quantities between solids and liquids will vary depending upon organics availability and optimization of plant operations.

The solid food waste that will be accepted by the facility includes food waste from food processors (dairies, bakeries, potato chip plants, etc.), grocery stores, and restaurants in the Chicago metro-area and will also be equipped to accept source-separated bagged kitchen waste from neighborhood curbside collection programs. Source-separated food waste is any food waste that has been pre-sorted from other waste by the customer or waste generator. Packaged food waste may also be processed by this facility. Packaged food waste is any organic food waste that is contained within consumer packaging (e.g., beverages or soup in cans, milk or juices in plastic

jugs, bottles, or cartons, and single serving condiment packs). This type of waste is consistent with source-separated food waste, but separated by the facility instead of the source.

Pumpable commercial food waste includes wash/rinse water from cleaning tanks and trailers, whey, liquid ice cream mix, end of batch soups, sauces and syrups, and separated and thickened scum and solids from plant wash water. Fats, oils, and grease (FOG) collected from grease traps at restaurants and food processors will also be accepted. The facility will receive pumpable food waste in closed tankers.

Trucks delivering solid food waste will back through one of the two (2) solids receiving bay doors to a curbed stop at the tipping wall for subsequent unloading into a live-bottom receiving bunker. After the load is tipped, the driver may pull forward from the curb and rinse down the container, with wash water collected by trench drains that will drain to a holding tank prior to further treatment in the anaerobic digester. Tankers with pumpable food waste/FOGs will pull into the north end of the building for gravity discharge into two (2) 30,000-gallon below-grade holding tanks (T-050A and T-050B). After unloading, the tanker may washdown, with wash water flowing into floor drains that connect to the same below-grade holding tanks. All tipping and rinsing operations are completed indoors and with closed overhead doors. All food waste will be normally processed the same day it is received. Palletized, packaged, food products will also be accepted. Typical receipt will be two (2) loads per week, but may be greater.

The solid food waste receiving bunker is designed for two (2) full truckloads (approximately 80-yds³) of solids; tipping space will be provided on the main floor to hold additional loads during busy periods if the bunker is full (i.e., greater than the 80-yd³ capacity). Packaged food products will be manually added into the bunker. Solids will then be automatically conveyed from the live-bottom bunker to the separation mill through an enclosed shaftless screw auger, feeding the separation mill at an average of 25-yds³/hr (10-tons/hr). The separation mill is expected to be able to process the daily solid food waste intake within a 10-hr work period. A second bunker and separation mill will likely be added in the future as the facility approaches full-scale operations, ultimately allowing the facility to accommodate the approximately 200-tons/day (10-loads/day) proposed processing capacity within the 10-hr work period. The separation mill will be used to pulp the organic waste fraction and remove “gross contaminants” (i.e., non-digestible garbage and packaging not separated from the solid food waste). Material rejected from the mill is conveyed away by an inclined screw auger to the two (2) stationary 40-yd³ compactors. After the compactor container is full, the compacted waste will be transported off-site for disposal at a licensed municipal waste landfill.

Pumpable waste from the two (2) 30,000-gallon below-grade liquid receiving tanks will be combined with the solid waste in the separation mills via progressive cavity pumps, where the liquid feedstock will dilute the organic solids and form a homogenized slurry. From the separation mill, the pulped feedstock will be augured into a 5,500-gallon sloped bottom grit separation hopper (T-065A) to allow for the settling of dense grit such as stone, sand, glass, and organic calcium (shells and bones). Settled solids will be removed from the hopper by inclined screw conveyor, with liquid draining back into the hopper. The pulped feedstock (approximately 80,000-tons/year, 55,000-gallons/day) will continue into the insulated Biomass Equalization Tank (320,000-gallon AST) for both hydraulic buffering and batch equalization. The retention in

the Biomass Equalization Tank (T-100) will aid in initiating hydrolysis and acidification, essential steps in the breakdown of the complex carbon chains of the food waste into simple volatile fatty acids (e.g., acetic acid, butyric acid, and propionic acid). A center-mounted agitator mounted to the top of the tank will limit stratification.

The blended (nominally referred to as conditioned) feedstock is then transferred into the 1,640,000-gallon insulated digester AST (T-110) in set intervals, usually once per hour. The volume of material transferred will be determined by the operator to optimize throughput and biogas production. Other than the slow, continuous mixing, all operations within the digester tank are carried out by the anaerobic bacteria. Facility personnel will monitor temperature, pH, and other parameters to maintain the favored conditions for the anaerobic bacteria, which produce methane. To maintain the optimum temperature in the Biomass Equalization Tank and the digester AST, non-contact heat transfer (glycol/water solution) will be heated by a natural gas-fired boiler operated on-site. (A second boiler is planned for future installation as operations expand.) The fully stabilized slurry is referred to as digestate.

Biogas (consisting primarily of methane) will be produced by the bacteria during the anaerobic digestion process. The gas will migrate to the top of the digester where it will be collected in the headspace of the tank and be removed by piping that connects the head space with the biogas header pipe. Any gases produced in the Biomass Equalization Tank, primarily Carbon dioxide and trace levels of Hydrogen sulfide, will be blended with the biogas generated in the digester. From the biogas header pipe, biogas is typically transferred to the upgrading equipment (several skids situated to the north of the processing building and east of the digester AST). The first equipment skid includes a compressor, resulting in a pressure of 150-psig and sour water condensation. The second skid consists of the pressure swing adsorption (PSA) biogas upgrading system that will be used to produce pipeline quality biomethane from the digester biogas. Simply put, methane gas is separated from diluent gases such as Carbon dioxide and trace “contaminants” such as Hydrogen sulfide and Volatile Organic Compounds to generate concentrated biomethane and “tail gas” (i.e., the non-methane gases).

The biomethane is then able to be injected into the natural gas distribution piping. Any excess biomethane that cannot be transferred into the distribution piping will be sent to the on-site flare burner (located within the same general location as the biogas upgrading equipment). The separated tail gas will be sent to the thermal oxidizer, situated adjacent to the flare burner. When necessary, biogas that cannot be transferred to the upgrading process will be sent to the flare burner. The flare is designed to burn the maximum flow rate of biogas the digester can generate (i.e., a 100% by-pass of the upgrading equipment as necessary).

Digestate and any non-digestible solids that were not removed by the separation mills or grit hopper (e.g., pieces of paper or plastic packaging) are transferred from the digester tank for screening and dewatering. The digestate will be pumped to a specialized screw press to capture non-digestible solids for transfer to the compactors for off-site disposal. The screened digestate will then be pumped to a 30,000-gallon below-grade equalization/storage tank (T-205). From that tank, the screened digestate will be pumped to a belt press for dewatering. Diluted polymer, stored within a 2,000-gallon AST in the dewatering press area, will be injected into the feed pipe ahead of a dynamic mixer to promote floc formation.

The flocculated digestate is distributed evenly onto the first belt (called the gravity belt) to allow free water to gravity drain, thickening the digestate as it is conveyed towards the pressure section of the press. In the pressure zone, digestate is progressively squeezed between two (2) filter belts to remove free water not removed in the gravity belt. The dewatered digestate creates a “cake” that is approximately 20 to 25% total solids. “Finished product” cake solids will be used on-site by the Urban Growers Collective within the urban farming operations inside the hoop houses or will be directly loaded via collection conveyor onto trucks for off-site shipment and use by other regional composters or agricultural entities.

Each press can discharge in excess of 5-tons of 20% total solids cake per hour. Between approximately 35 and 50 wet tons of cake will be produced each day. Approximately two (2) semi-loads per day of dewatered digestate cake (approximately 44-yd³) will be transported off-site or used in urban farming operations on-site. If excess finished product cakes are generated, the material will be temporarily stockpiled inside the approximately 5,600-ft² building (referred to as Pole Barn). Trucks may enter the Pole Barn for indoor loading and exit the opposite side (i.e., drive through operation). Temporary stockpiling of wood chips/mulch for mixing with finished product cakes prior to truck loading may also take place within the Pole Barn.

All water removed by the filter press (filtrate) will be captured within a concrete curb and directed to a catch basin that gravity drains into two (2) 30,000-gallon below-grade tanks (T-250A and T-250B). From the tank, some filtrate may be recycled in the plant for process use, and the remainder will be discharged to the municipal combined sewer system via on-site manhole (Outfall 1A) under an approved Discharge Authorization from the Metropolitan Water Reclamation District of Greater Chicago (MWRD). No “pretreatment” of this wastewater (i.e., the filtrate) is expected to be conducted, or necessary.

**ATTACHMENT 6 TO RECYCLING FACILITY APPLICATION
(ILLINOIS EPA GENERAL APPLICATION FOR PERMIT)**

April 29, 2021

Mr. Thomas Hubbard
Illinois Environmental Protection Agency
Bureau of Land
Permit Section (#33)
1021 North Grand Avenue East
Springfield, IL 62794-9276

**Re: General Application for Permit
 03167154228-Cook County
 Green Era Renewable Energy and Urban Farming Campus
 650 West 83rd Street
 Chicago, IL 60620-1937**

Mr. Hubbard:

Please find enclosed three (3) copies (1 bound with original signatures and 2 unbound) of the *General Application for Permit* (LPC-PA1) completed for the proposed development of an 80,000-tons/year food waste recycling facility to be developed on the currently vacant above-addressed property in Chicago, IL. The application requests approval of a development permit for a food waste (and other non-landscaping organic waste) composting facility. An operating permit application will be submitted at a future date. The primary facility operations will be performed via in-vessel anaerobic digestion. Additional activities to be performed at the facility include the operation of an urban farm and community garden center/education facility.

Included with the enclosed LPC-PA1 application are the following attachments:

- Notifications using the LPC-PA16 form and the proof of delivery to all applicable recipients;
- Signed *39(i) Certification* forms, one (1) for the facility owner (Green Era Educational NFP) and one (1) for the facility operator (Green Era 83rd Street, LLC); and
- The *Composting Facility (LPC-PA6)* form with the below listed necessary supporting documentation as attachments:
 - Facility figures, including a topographic map, an aerial view of the property, a site plan and site detail, and a process flow diagram;
 - A copy of the lease agreement;
 - The property legal description and parcel index numbers;
 - A process narrative description, and other information requested in Sections 5A-5C of the LPC-PA6 form
 - Water well information for surrounding properties;
 - The area flood map;

Mr. Thomas Hubbard
April 29, 2021
Page 2 of 2

- The City of Chicago approval of the change of property zoning via Planned Development Number 1443;
- A closure plan; and
- A copy of the City of Chicago *Recycling Facility Application* that is being submitted concurrent to this application

To ensure proper receipt and timely response to any additional information needs, please direct correspondence to the following names and addresses:

Original:

Ms. Erika Allen
Green Era Educational NFP
218 North Jefferson Street, Suite 300
Chicago, IL 60661
permits@greenerachicago.com

cc:

Mr. Richard J. Vamos
DAI Environmental, Inc.
27834 North Irma Lee Circle
Lake Forest, IL 60045
vamos@daienv.com

If you have any questions or require additional information in association with this application, please feel free to contact me at (847) 343-4257.

Sincerely,
DAI Environmental, Inc.



Richard J. Vamos, Ph.D., P.E.
Vice President

Enclosures

cc: Erika Allen – Green Era Educational NFP (w/enclosures)

**APPLICATION FOR PERMIT TO DEVELOP A
SOLID WASTE COMPOSTING FACILITY
GREEN ERA SUSTAINABILITY
650 WEST 83RD STREET
CHICAGO, ILLINOIS 60620-1937**

March 31, 2021

Prepared For:
Green Era Educational NFP
218 North Jefferson Street, Suite 300
Chicago, Illinois 60661-1307

Prepared By:
DAI Environmental, Inc.
27834 North Irma Lee Circle
Lake Forest, Illinois 60045



Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

General Application for Permit (LPC - PA1)

This form must be used for any application for permit from the Bureau of Land, except for landscape waste composting or hazardous waste management facilities regulated in accordance with RCRA, Subtitle C. One original, and two copies, or three if applicable, of all permit application forms must be submitted. Attach the original and appropriate number of copies of any necessary plans, specifications, reports, etc. to fully support and describe the activities and modifications being proposed. Attach sufficient information to demonstrate the compliance with all regulatory requirements. Incomplete applications will be rejected. Please refer to the instructions for further guidance. **Note: Applicants must provide a physical address; the post office will not deliver a certified letter (final action letter) to a P.O. Box only. Please provide an extended ZIP+4 code for the site identification and owner/operator information.**

You may complete this form online, save a copy locally, print, sign and submit it to the Bureau of Land at the address below. Note: Hand-delivered permit applications must be delivered between 8:30 am and 5:00 pm, Monday through Friday (excluding State holidays) to:

Bureau of Land, Permit Section, Mail Code #33
1021 North Grand Avenue East, P.O. Box 19276
Springfield, IL 62794-9276

[Instructions](#)

I. Site Identification

Site Name: Green Era Renewable Energy and Urban Farming Campus IEPA BOL No.: 0316715228
Street Address: 650 West 83rd Street P.O. Box: _____
City: Chicago State: IL Zip + 4: *60620-1937 *Notification letters will not be sent without a 9-digit zip code. County: Cook
Existing DE/OP Permit Numbers (if applicable): N/A

II. Applicant Identification

Owner

Name: Green Era Educational NFP
Street Address: 218 North Jefferson Street, Suite 300
PO Box: _____
City: Chicago State: IL
Zip + 4: 60661-1307 Phone: (312) 544-9218
Contact: Erika Allen
Email Address: permits@greenerachicago.com
FEIN ID No. 46-2580661

Operator (if Different)

Name: Green Era 83rd Street, LLC
Street Address: 218 North Jefferson Street, Suite 300
PO Box: _____
City: Chicago State: IL
Zip + 4: 60661-1307 Phone: (312) 544-9218
Contact: Erika Allen
Email Address: permits@greenerachicago.com
FEIN ID No. 81-3934327

Agency correspondence mailed to:

Owner Operator Other - Explain: _____

TYPE OF SUBMISSION/REVIEW PERIOD:

- New Landfill/180 days (35 IAC Part 813)
- Landfill Expansion/180 days (35 IAC Part 813)
- Sig. Mod. to Operate/90 days (35 IAC Part 813)
- Other Sig. Mod./90 days (35 IAC Part 813)
- Renewal of Landfill/90 days (35 IAC Part 813)
- Development/90 days (35 IAC Part 807)
- Operating/45 days (35 IAC Part 807)
- Operating/90 days (35 IAC Part 848)
- Supplemental/90 days (35 IAC Part 807)
- Permit Transfer/90 days (35 IAC Part 807)
- Renewal of Experimental Permit (35 IAC Part 807)

TYPE OF FACILITY:

- Landfill
- Land Treatment
- Transfer Station
- Treatment Facility
- Storage
- Incinerator
- Composting
- Recycling/Reclamation
- Used Tire Storage/Processing Facility
- Other (Specify)

TYPE OF WASTE:

- General Municipal Refuse
- Hazardous
- Special (Non-Hazardous)
- Chemical Only (exec. putrescible)
- Inert Only (exec. chem. & putrescible)
- Used Oil
- Potentially Infectious Medical Waste
- Landscape/Yard Waste
- Used Tires
- Other (Specify)

In-vessel anaerobic digestion (composting)

Food waste (solid & liquid), other biodegradable (not landscape)

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42).

III. Description of this Permit Request: (Note: The box below will expand as needed)

This permit application is for the proposed development of an 80,000-tons/year food waste recycling facility to be developed on a currently vacant 8.905± acre parcel addressed as 650 West 83rd Street in Chicago. The facility will receive food waste (solid and liquid) from various sources (e.g., food processors, grocery stores, restaurants, etc.) for processing in a conventional wet anaerobic digester system. Other biodegradable organics may also be accepted, but no landscape waste will be accepted. The processing will generate compost intended for use by community-based urban farming sites in Chicago. Methane gas produced during anaerobic digestion will be upgraded on-site to natural gas standards and injected into the local utility's distribution network. All operations will be conducted inside of buildings and aboveground storage tanks (AST). Additional activities to be performed at the facility include the operation of a community garden center (<2% of the total facility area) for the education/assistance of residents in performing at-home composting (permit exempt per 35 IAC 830.106(a)(1)) and urban farming inside of "hoop houses" (i.e., simple greenhouse structures) that are erected in the "Urban Agriculture Area" of the site (center-east).

Anticipated Phase I development will consist of the construction of a 35,000-square foot processing building and a separate 5,600-square foot building (referred to as Pole Barn) for temporary staging of finished product compost cakes (and possibly wood chips/mulch for mixing with generated compost). Four (4) hoop houses will be erected in the Urban Agriculture Area for the on-site, indoor farming operations. Two (2) ASTs with 1.64-million gallons and 320,000-gallons capacity will be constructed on-site, biogas equipment on equipment skids will be assembled, and other general property developments consistent with local and State requirements (e.g., utilities, visual barriers, secured access, etc.) will be completed.

IV. Completeness Requirements

1. Have all required public notice letters been mailed in accordance with the LPC-PA16 instructions? Yes No N/A
 (If so, provide a list of those recipients of the required public notice letters for Illinois EPA retention.
 Such retention shall not imply any Illinois EPA review and/or confirmation of the list.)

Public Notice Recipients

Name: <u>Kimberly M. Foxx</u>	Title: <u>Cook County State's Attorney</u>
Street Address: <u>69 West Washington Street</u>	P.O. Box: _____
City: <u>Chicago</u> State: <u>IL</u>	Zip Code: <u>60602</u>
Name: <u>Toni Preckwinkle</u>	Title: <u>Cook County Board President</u>
Street Address: <u>118 North Clark Street, Room 537</u>	P.O. Box: _____
City: <u>Chicago</u> State: <u>IL</u>	Zip Code: <u>60602</u>
Name: <u>Senator Jacqueline Y. Collins</u>	Title: <u>Senator, Senate District #16</u>
Street Address: <u>1155 West 79th Street</u>	P.O. Box: _____
City: <u>Chicago</u> State: <u>IL</u>	Zip Code: <u>60620</u>
Name: <u>Representative Mary E. Flowers</u>	Title: <u>Representative, Representative District #31</u>
Street Address: <u>2525 West 79th Street</u>	P.O. Box: _____
City: <u>Chicago</u> State: <u>IL</u>	Zip Code: <u>60652</u>
Name: <u>Clerk Anna M. Valencia</u>	Title: <u>City of Chicago Clerk</u>
Street Address: <u>121 North LaSalle Street, Room 107</u>	P.O. Box: _____
City: <u>Chicago</u> State: <u>IL</u>	Zip Code: <u>60602</u>
Name: <u>Clerk Catherine T. Aparo</u>	Title: <u>Village of Evergreen Park Clerk</u>
Street Address: <u>9418 South Kedzie Avenue</u>	P.O. Box: _____
City: <u>Evergreen Park</u> State: <u>IL</u>	Zip Code: <u>60805</u>
Name: <u>Clerk Katie Elwood</u>	Title: <u>Worth Township Clerk</u>
Street Address: <u>11601 South Pulaski Road</u>	P.O. Box: _____
City: <u>Alsip</u> State: <u>IL</u>	Zip Code: <u>60803</u>

- | | | | |
|--|-----------------------|-----------------------|----------------------------------|
| | Yes | No | N/A |
| 2. a. Is the Siting Certification Form (LPC-PA8) completed and enclosed? | <input type="radio"/> | <input type="radio"/> | <input checked="" type="radio"/> |
| b. Is siting approval currently under litigation? | <input type="radio"/> | <input type="radio"/> | <input checked="" type="radio"/> |

3. a. Is a closure, and if necessary a post-closure plan covering these activities being submitted, or
b. has one already been approved?
If yes, provide the permit number: _____
4. a. For operating waste disposal sites, only: Has any employee, owner, operator, officer or director of the owner or operator had a prior conduct certification denied, canceled or revoked?
b. Have you included a demonstration of how you comply or intend to comply with 35 Ill. Adm. Code 745?
5. a. For waste disposal sites, only: Is the property for the facility held in a beneficial trust?
b. If yes, is a beneficial trust certification form (LPC-PA9) completed and enclosed?
6. a. Does the application contain information or proposals regarding the hydrogeology; groundwater monitoring, modeling or classification; a groundwater impact assessment; or vadosezone monitoring for which you are requesting approval?
b. If yes, have you submitted a third copy of the application (4 total) and supporting documents?
7. Has the required 39(i) certification been attached? A 39(i) certification must be submitted with information concerning the following persons or entities:
- a. the owner of the business entity applying for the permit;
b. the operator of the business entity applying for the permit;
c. each employee or officer of the owner or operator who signed the permit application or has managerial authority at the site; and
d. any additional owner, operator, or officer or employee of the owner or operator from whom a certification is requested by the Illinois EPA, including any officer or employee who will be responsible for overseeing or implementing regulated activities governed by the permit.
- If no, then complete this certification as indicated.

V. Signatures:

Original signatures are required. Signature stamps or applications transmitted electronically or by FAX are not acceptable.

All applications shall be signed by the person designated below as a duly authorized representative of the owner an/or operator. A printed name for each signature should also be provided.

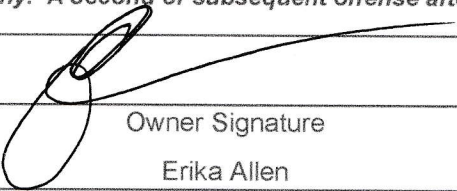

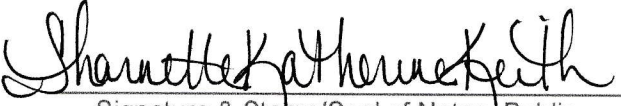
- Corporation - By a principal executive officer of the level of vice-president or above.
- Partnership or Sole Proprietorship - By a general partner or the proprietor, respectively.
- Government - By either a principal executive officer or a ranking elected official.

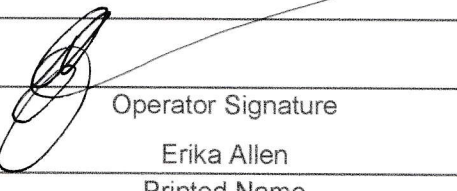

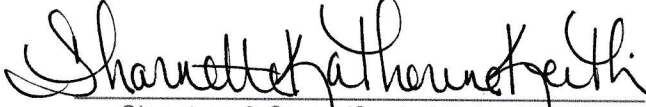
A person is a duly authorized representative of the owner and operator only if:

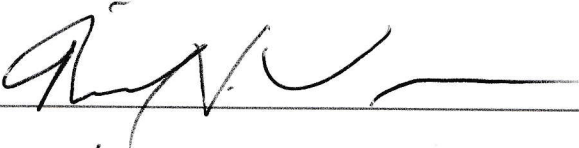
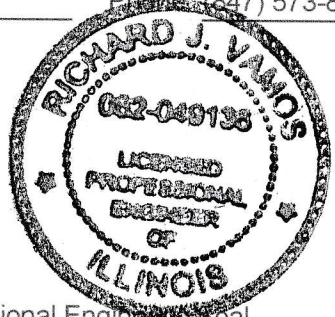
- 1. They meet the criteria above or the authorization has been granted in writing by a person described above; and
- 2. Is submitted with this application (a copy of a previously submitted authorization can be used).

I hereby affirm that all information contained in this application is true and accurate to the best of my knowledge and belief. I do herein swear that I am a duly authorized representative of the owner/operator and I am authorized to sign this permit application form.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

<p><u></u> Owner Signature <u>Erika Allen</u> Printed Name</p>	<p><u>4.28.21</u> Date <u>President</u> Title</p>
<p>Notary: Subscribed and Sworn before me this <u>28th</u> day of <u>April</u> 20<u>21</u>.</p> <p>My commission expires on: <u>4.22.23</u></p>	
 <u></u> Signature & Stamp/Seal of Notary Public	

<p><u></u> Operator Signature <u>Erika Allen</u> Printed Name</p>	<p><u>4.28.21</u> Date <u>President</u> Title</p>
<p>Notary: Subscribed and Sworn before me this <u>28th</u> day of <u>April</u> 20<u>21</u>.</p> <p>My commission expires on: <u>4.22.23</u></p>	
 <u></u> Signature & Stamp/Seal of Notary Public	

<p>Engineer's Name: <u>Richard J. Vamos</u></p> <p>Company: <u>DAI Environmental, Inc.</u></p> <p>Street Address: <u>27834 North Irma Lee Circle</u></p> <p>City: <u>Lake Forest</u> State: <u>IL</u></p> <p>Email Address: <u>vamos@daienv.com</u></p> <p>License Expiration Date: <u>Nov 30, 2021</u></p> <p>Signature: <u></u></p> <p>Date: <u>4-28-2021</u></p>	<p>Engineer's Title: <u>Senior Project Engineer</u></p> <p>Registration Number: <u>062-049136</u></p> <p>PO Box: _____</p> <p>Zip Code: <u>60045</u> Phone: <u>(847) 573-8900</u></p>
 Professional Engineer's Seal	

**ATTACHMENT 1 TO LPC-PA1
LPC-PA16 NOTIFICATIONS/DOCUMENTATION**



Illinois Environmental Protection Agency

Bureau of Land • 1021 N. Grand Avenue E. • Box 19276 • Springfield • Illinois • 62794-9276

Notice of Application for Permit to Manage Waste (LPC-PA16)

Date: March 9, 2021

To Elected Officials and Concerned Citizens:

The purpose of this notice is to inform you that a permit application has been submitted to the Illinois EPA, Bureau of Land, for a solid waste project described below. You are not obligated to respond to this notice, however, if you have any comments, please submit them in writing to the Bureau of Land, Attn: Permit Section, at the above address, or contact the Permit Section at 217/524-3300 within 21 days.

NOTE: Please complete this form online, save a copy locally, print and submit it to the Permit Section #33, at the above.

The permit application, which is identified below, is for a project described at the bottom of this page.

Site Identification:

Site Name: Green Era Renewable Energy and Urban Farming Campus IEPA ID Number: 0316715228

Street Address: 650 West 83rd Street P.O. Box: _____

City: Chicago State: IL Zip Code: 60620-1937 County: Cook

TYPE OF PERMIT SUBMISSIONS:

TYPE OF FACILITY:

TYPE OF WASTE:

- | | | |
|--|---|---|
| <input type="checkbox"/> New Landfill | <input type="checkbox"/> Landfill | <input type="checkbox"/> General Municipal Refuse |
| <input type="checkbox"/> Landfill Expansion | <input type="checkbox"/> Land Treatment | <input type="checkbox"/> Hazardous |
| <input type="checkbox"/> First Significant Modification | <input type="checkbox"/> Transfer Station | <input type="checkbox"/> Special (Non-Hazardous) |
| <input type="checkbox"/> Significant Modification to Operate | <input type="checkbox"/> Treatment Facility | <input type="checkbox"/> Chemical Only (exec. putrescible) |
| <input type="checkbox"/> Other Significant Modification | <input type="checkbox"/> Storage | <input type="checkbox"/> Inert Only (exec. chem. & putrescible) |
| <input type="checkbox"/> Renewal of Landfill | <input type="checkbox"/> Incinerator | <input type="checkbox"/> Used Oil |
| <input checked="" type="checkbox"/> Development | <input checked="" type="checkbox"/> Composting | <input type="checkbox"/> Solvents |
| <input type="checkbox"/> Operating | <input type="checkbox"/> Recycling/Reclamation | <input type="checkbox"/> Landscape/Yard Waste |
| <input type="checkbox"/> Supplemental | <input checked="" type="checkbox"/> Other (Specify) | <input checked="" type="checkbox"/> Other (Specify) |
| <input type="checkbox"/> Transfer | <u>In-vessel anaerobic digestion</u> | <u>Food Waste and other biodegradable</u> |
| <input type="checkbox"/> Name Change | <u>(composting)</u> | <u>organic waste (not landscape waste)</u> |
| <input type="checkbox"/> Generic | _____ | _____ |

Description of Project:

A food waste recycling facility is to be developed. The facility will recycle food waste and other biodegradable wastes via conventional wet anaerobic digestion, creating compost for community-based urban farming sites and methane gas for injection to local utility. Additional activities include: community garden center + urban farming inside of hoop houses.

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42). This form has been approved by the Forms Management Center.

March 9, 2021

State's Attorney Kimberly M. Foxx
Cook County State's Attorney's Office
69 West Washington Street
Chicago, IL 60602

**Re: *Notice of Application for Permit to Manage Waste
LPC-PA16***

State's Attorney Foxx:

Please find attached the Illinois Environmental Pollution Agency (Illinois EPA) Bureau of Land, Permit Section *Notice of Application for Permit to Manage Waste* (LPC-PA16) form. The form indicates that an application for a development permit of a composting facility is being submitted to Illinois EPA. The composting of food (and other non-landscaping) organic waste is proposed to be performed by Green Era 83rd Street LLC on property addressed as 650 West 83rd Street in Chicago, Illinois. The primary operations will be performed via anaerobic digestion conducted within the main building and inside aboveground storage tanks. Additional activities to be performed at the facility include the operation of a community garden center for the education/assistance of residents in performing at-home composting and urban farming inside of "hoop houses" (i.e., simple greenhouse structures).

The enclosed form is submitted to your attention as the State's Attorney of the county in which the facility is located. The form provides instructions for providing comment in regards to this permit application submission, if you so choose. The enclosed form is for notification purposes only. No response, assistance, or acceptance is required. Thank you for your time.

Sincerely,
DAI Environmental, Inc.



Christopher Cailles, P.E.
Senior Project Engineer

Enclosure



TRACK ANOTHER SHIPMENT

773106452107

[ADD NICKNAME](#)



Delivered
Wednesday, March 10, 2021 at 10:29 am



DELIVERED

Signature release on file

[GET STATUS UPDATES](#)

[OBTAIN PROOF OF DELIVERY](#)

FROM

Chris Cailles

27834 N Irma Lee Circle
Lake Forest, IL US 60045
847-573-8900

TO

State's Attorney Kimberly Foxx
Cook County State's Attorney

69 West Washington Street
CHICAGO, IL US 60602
312-603-1880

Travel History

TIME ZONE

Local Scan Time



Wednesday, March 10, 2021

10:29 AM	CHICAGO, IL	Delivered Package delivered to recipient address - release authorized
8:03 AM	CHICAGO, IL	On FedEx vehicle for delivery
6:39 AM	CHICAGO, IL	At local FedEx facility

Tuesday, March 9, 2021

9:40 PM	CHICAGO, IL	At destination sort facility
8:50 PM	WAUKEGAN, IL	Left FedEx origin facility
7:11 PM	WAUKEGAN, IL	Picked up
9:51 AM		Shipment information sent to FedEx

Shipment Facts

TRACKING NUMBER

773106452107

SERVICE

FedEx 2Day

WEIGHT

0.5 lbs / 0.23 kgs

March 9, 2021

President Toni Preckwinkle
Cook County Board
118 North Clark Street, Room 537
Chicago, IL 60602

**Re: *Notice of Application for Permit to Manage Waste
LPC-PA16***

President Preckwinkle:

Please find attached the Illinois Environmental Pollution Agency (Illinois EPA) Bureau of Land, Permit Section *Notice of Application for Permit to Manage Waste* (LPC-PA16) form. The form indicates that an application for a development permit of a composting facility is being submitted to Illinois EPA. The composting of food (and other non-landscaping) organic waste is proposed to be performed by Green Era 83rd Street LLC on property addressed as 650 West 83rd Street in Chicago, Illinois. The primary operations will be performed via anaerobic digestion conducted within the main building and inside aboveground storage tanks. Additional activities to be performed at the facility include the operation of a community garden center for the education/assistance of residents in performing at-home composting and urban farming inside of "hoop houses" (i.e., simple greenhouse structures).

The enclosed form is submitted to your attention as the President of the County Board of the county in which the facility is located. The form provides instructions for providing comment in regards to this permit application submission, if you so choose. The enclosed form is for notification purposes only. No response, assistance, or acceptance is required. Thank you for your time.

Sincerely,
DAI Environmental, Inc.



Christopher Cailles, P.E.
Senior Project Engineer

Enclosure



TRACK ANOTHER SHIPMENT

773106609878

[ADD NICKNAME](#)



Delivered
Wednesday, March 10, 2021 at 1:09 pm



DELIVERED

Signature release on file

[GET STATUS UPDATES](#)

[OBTAIN PROOF OF DELIVERY](#)

FROM

Chris Cailles
27834 N Irma Lee Circle
Lake Forest, IL US 60045
847-573-8900

TO

President Toni Preckwinkle
Cook County Board
118 North Clark Street
Room 537
CHICAGO, IL US 60602
312-603-6400

Travel History

TIME ZONE

Local Scan Time



Wednesday, March 10, 2021

1:09 PM	CHICAGO, IL	Delivered Package delivered to recipient address - release authorized
8:49 AM	CHICAGO, IL	Delivery exception Customer not available or business closed - Access is controlled by customer
8:07 AM	CHICAGO, IL	On FedEx vehicle for delivery
6:38 AM	CHICAGO, IL	At local FedEx facility

Tuesday, March 9, 2021

9:40 PM	CHICAGO, IL	At destination sort facility
8:50 PM	WAUKEGAN, IL	Left FedEx origin facility
7:11 PM	WAUKEGAN, IL	Picked up
10:00 AM		Shipment information sent to FedEx

Shipment Facts

TRACKING NUMBER

773106609878

SERVICE

FedEx 2Day

WEIGHT

0.5 lbs / 0.23 kgs

DELIVERY ATTEMPTS

1

TOTAL PIECES

1

TOTAL SHIPMENT WEIGHT

0.5 lbs / 0.23 kgs

March 9, 2021

Senator Jacqueline Y. Collins
Senate District #16
1155 West 79th Street
Chicago, IL 60620

**Re: Notice of Application for Permit to Manage Waste
LPC-PA16**

Senator Collins:

Please find attached the Illinois Environmental Pollution Agency (Illinois EPA) Bureau of Land, Permit Section *Notice of Application for Permit to Manage Waste* (LPC-PA16) form. The form indicates that an application for a development permit of a composting facility is being submitted to Illinois EPA. The composting of food (and other non-landscaping) organic waste is proposed to be performed by Green Era 83rd Street LLC on property addressed as 650 West 83rd Street in Chicago, Illinois. The primary operations will be performed via anaerobic digestion conducted within the main building and inside aboveground storage tanks. Additional activities to be performed at the facility include the operation of a community garden center for the education/assistance of residents in performing at-home composting and urban farming inside of "hoop houses" (i.e., simple greenhouse structures).

The enclosed form is submitted to your attention as a member of the General Assembly from the legislative district in which the facility is located. The form provides instructions for providing comment in regards to this permit application submission, if you so choose. The enclosed form is for notification purposes only. No response, assistance, or acceptance is required. Thank you for your time.

Sincerely,
DAI Environmental, Inc.



Christopher Cailles, P.E.
Senior Project Engineer

Enclosure



TRACK ANOTHER SHIPMENT

773106748319

[ADD NICKNAME](#)



Delivered

Thursday, March 11, 2021 at 2:23 pm



DELIVERED

Signature release on file

[GET STATUS UPDATES](#)

[OBTAIN PROOF OF DELIVERY](#)

FROM

Chris Cailles

27834 N Irma Lee Circle
Lake Forest, IL US 60045
847-573-8900

TO

Senator Jacqueline Collins
IL Senate District 16

1155 West 79th Street
CHICAGO, IL US 60620
773-224-2830

Travel History

TIME ZONE

Local Scan Time



Thursday, March 11, 2021

2:23 PM	CHICAGO, IL	Delivered Package delivered to recipient address - release authorized
10:28 AM	CHICAGO, IL	On FedEx vehicle for delivery
9:07 AM	CHICAGO, IL	At local FedEx facility
6:37 AM	CHICAGO, IL	At local FedEx facility

Wednesday, March 10, 2021

10:21 AM	CHICAGO, IL	At local FedEx facility
8:41 AM	CHICAGO, IL	At local FedEx facility Package not due for delivery
6:53 AM	CHICAGO, IL	At local FedEx facility

Tuesday, March 9, 2021

9:40 PM	CHICAGO, IL	At destination sort facility
8:50 PM	WAUKEGAN, IL	Left FedEx origin facility
7:11 PM	WAUKEGAN, IL	Picked up
10:08 AM		Shipment information sent to FedEx

Shipment Facts

TRACKING NUMBER

773106748319

SERVICE

FedEx 2Day

WEIGHT

0.5 lbs / 0.23 kgs

DELIVERY ATTEMPTS

1

TOTAL PIECES

1

TOTAL SHIPMENT WEIGHT

0.5 lbs / 0.23 kgs

TERMS

Shipper

SHIPPER REFERENCE

7741 (LPC)

PACKAGING

FedEx Envelope

SPECIAL HANDLING SECTION

Deliver Weekday

SHIP DATE

3/9/21

STANDARD TRANSIT

3/11/21 by 4:30 pm

ACTUAL DELIVERY

March 9, 2021

Representative Mary E. Flowers
Representative District #31
2525 West 79th Street
Chicago, IL 60652

**Re: *Notice of Application for Permit to Manage Waste
LPC-PA16***

Representative Flowers:

Please find attached the Illinois Environmental Pollution Agency (Illinois EPA) Bureau of Land, Permit Section *Notice of Application for Permit to Manage Waste* (LPC-PA16) form. The form indicates that an application for a development permit of a composting facility is being submitted to Illinois EPA. The composting of food (and other non-landscaping) organic waste is proposed to be performed by Green Era 83rd Street LLC on property addressed as 650 West 83rd Street in Chicago, Illinois. The primary operations will be performed via anaerobic digestion conducted within the main building and inside aboveground storage tanks. Additional activities to be performed at the facility include the operation of a community garden center for the education/assistance of residents in performing at-home composting and urban farming inside of "hoop houses" (i.e., simple greenhouse structures).

The enclosed form is submitted to your attention as a member of the General Assembly from the legislative district in which the facility is located. The form provides instructions for providing comment in regards to this permit application submission, if you so choose. The enclosed form is for notification purposes only. No response, assistance, or acceptance is required. Thank you for your time.

Sincerely,
DAI Environmental, Inc.



Christopher Cailles, P.E.
Senior Project Engineer

Enclosure



TRACK ANOTHER SHIPMENT

773106798666

[ADD NICKNAME](#)



Delivered
Wednesday, March 10, 2021 at 11:02 am



DELIVERED

Signed for by: M.FLOWERA



[GET STATUS UPDATES](#)

[OBTAIN PROOF OF DELIVERY](#)

FROM

Chris Cailles
27834 N Irma Lee Circle
Lake Forest, IL US 60045
847-573-8900

TO

Representative Mary Flowers
IL Representative District 31
2525 West 79th Street
CHICAGO, IL US 60652
773-471-5200

Travel History

TIME ZONE

Local Scan Time



Wednesday, March 10, 2021

11:02 AM	CHICAGO, IL	Delivered
8:03 AM	HILLSIDE, IL	On FedEx vehicle for delivery
6:57 AM	HILLSIDE, IL	At local FedEx facility

Tuesday, March 9, 2021

7:11 PM	WAUKEGAN, IL	Picked up
10:10 AM		Shipment information sent to FedEx

Shipment Facts

TRACKING NUMBER

773106798666

SERVICE

FedEx 2Day

WEIGHT

0.5 lbs / 0.23 kgs

DELIVERY ATTEMPTS

1

DELIVERED TO

Receptionist/Front Desk

TOTAL PIECES

1

TOTAL SHIPMENT WEIGHT

0.5 lbs / 0.23 kgs

TERMS

Shipper

SHIPPER REFERENCE

7741 (LPC)

PACKAGING

SPECIAL HANDLING SECTION

SHIP DATE

March 9, 2021

Clerk Anna M. Valencia
City of Chicago
City Hall Office
121 North LaSalle Street, Room 107
Chicago, IL 60602

**Re: *Notice of Application for Permit to Manage Waste
LPC-PA16***

Clerk Valencia:

Please find attached the Illinois Environmental Pollution Agency (Illinois EPA) Bureau of Land, Permit Section *Notice of Application for Permit to Manage Waste* (LPC-PA16) form. The form indicates that an application for a development permit of a composting facility is being submitted to Illinois EPA. The composting of food (and other non-landscaping) organic waste is proposed to be performed by Green Era 83rd Street LLC on property addressed as 650 West 83rd Street in Chicago, Illinois. The primary operations will be performed via anaerobic digestion conducted within the main building and inside aboveground storage tanks. Additional activities to be performed at the facility include the operation of a community garden center for the education/assistance of residents in performing at-home composting and urban farming inside of "hoop houses" (i.e., simple greenhouse structures).

The enclosed form is submitted to your attention as the clerk of a municipality within a 3-miles radius of the facility. The form provides instructions for providing comment in regards to this permit application submission, if you so choose. The enclosed form is for notification purposes only. No response, assistance, or acceptance is required. Thank you for your time.

Sincerely,
DAI Environmental, Inc.



Christopher Cailles, P.E.
Senior Project Engineer

Enclosure



TRACK ANOTHER SHIPMENT

773106843824

[ADD NICKNAME](#)



Delivered
Wednesday, March 10, 2021 at 12:31 pm



DELIVERED

Signed for by: C.MOORE



[GET STATUS UPDATES](#)

[OBTAIN PROOF OF DELIVERY](#)

FROM

Chris Cailles
27834 N Irma Lee Circle
Lake Forest, IL US 60045
847-573-8900

TO

Clerk Anna Valencia
City of Chicago City Hall
121 N LA SALLE ST
Room 107
CHICAGO, IL US 60602
312-742-5375

Travel History

TIME ZONE

Local Scan Time



Wednesday, March 10, 2021

12:31 PM	CHICAGO, IL	Delivered
8:47 AM	CHICAGO, IL	Delivery exception Customer not available or business closed
8:07 AM	CHICAGO, IL	On FedEx vehicle for delivery
6:39 AM	CHICAGO, IL	At local FedEx facility

Tuesday, March 9, 2021

9:40 PM	CHICAGO, IL	At destination sort facility
8:50 PM	WAUKEGAN, IL	Left FedEx origin facility
7:11 PM	WAUKEGAN, IL	Picked up
10:13 AM		Shipment information sent to FedEx

Shipment Facts

TRACKING NUMBER

773106843824

SERVICE

FedEx 2Day

WEIGHT

0.5 lbs / 0.23 kgs

DELIVERY ATTEMPTS

DELIVERED TO

TOTAL PIECES

March 9, 2021

Clerk Katie Elwood
Worth Township
11601 South Pulaski Road
Alsip, IL 60803

**Re: *Notice of Application for Permit to Manage Waste
LPC-PA16***

Clerk Elwood:

Please find attached the Illinois Environmental Pollution Agency (Illinois EPA) Bureau of Land, Permit Section *Notice of Application for Permit to Manage Waste* (LPC-PA16) form. The form indicates that an application for a development permit of a composting facility is being submitted to Illinois EPA. The composting of food (and other non-landscaping) organic waste is proposed to be performed by Green Era 83rd Street LLC on property addressed as 650 West 83rd Street in Chicago, Illinois. The primary operations will be performed via anaerobic digestion conducted within the main building and inside aboveground storage tanks. Additional activities to be performed at the facility include the operation of a community garden center for the education/assistance of residents in performing at-home composting and urban farming inside of "hoop houses" (i.e., simple greenhouse structures).

The enclosed form is submitted to your attention as the clerk of a municipality within a 3-miles radius of the facility. The form provides instructions for providing comment in regards to this permit application submission, if you so choose. The enclosed form is for notification purposes only. No response, assistance, or acceptance is required. Thank you for your time.

Sincerely,
DAI Environmental, Inc.



Christopher Cailles, P.E.
Senior Project Engineer

Enclosure



TRACK ANOTHER SHIPMENT

773106908343

[ADD NICKNAME](#)



Delivered
Wednesday, March 10, 2021 at 12:38 pm



DELIVERED

Signature release on file

[GET STATUS UPDATES](#)

[OBTAIN PROOF OF DELIVERY](#)

FROM

Chris Cailles
27834 N Irma Lee Circle
Lake Forest, IL US 60045
847-573-8900

TO

Clerk Catherine Aparo
Village of Evergreen Park
9418 South Kedzie Avenue
EVERGREEN PARK, IL US 60805
708-229-8222

Travel History

TIME ZONE

Local Scan Time



Wednesday, March 10, 2021

12:38 PM	EVERGREEN PARK, IL	Delivered Package delivered to recipient address - release authorized
7:54 AM	HILLSIDE, IL	On FedEx vehicle for delivery
6:57 AM	HILLSIDE, IL	At local FedEx facility

Tuesday, March 9, 2021

9:40 PM	CHICAGO, IL	At destination sort facility
8:50 PM	WAUKEGAN, IL	Left FedEx origin facility
7:11 PM	WAUKEGAN, IL	Picked up
10:16 AM		Shipment information sent to FedEx

Shipment Facts

TRACKING NUMBER

773106908343

SERVICE

FedEx 2Day

WEIGHT

0.5 lbs / 0.23 kgs

DELIVERY ATTEMPTS

1

TOTAL PIECES

1

TOTAL SHIPMENT WEIGHT

0.5 lbs / 0.23 kgs

TERMS

Shipper

SHIPPER REFERENCE

7741 (LPC)

PACKAGING

FedEx Envelope

March 9, 2021

Clerk Catherine T. Aparo
Village of Evergreen Park
9418 South Kedzie Avenue
Evergreen Park, IL 60805

**Re: *Notice of Application for Permit to Manage Waste
LPC-PA16***

Clerk Aparo:

Please find attached the Illinois Environmental Pollution Agency (Illinois EPA) Bureau of Land, Permit Section *Notice of Application for Permit to Manage Waste* (LPC-PA16) form. The form indicates that an application for a development permit of a composting facility is being submitted to Illinois EPA. The composting of food (and other non-landscaping) organic waste is proposed to be performed by Green Era 83rd Street LLC on property addressed as 650 West 83rd Street in Chicago, Illinois. The primary operations will be performed via anaerobic digestion conducted within the main building and inside aboveground storage tanks. Additional activities to be performed at the facility include the operation of a community garden center for the education/assistance of residents in performing at-home composting and urban farming inside of "hoop houses" (i.e., simple greenhouse structures).

The enclosed form is submitted to your attention as the clerk of a municipality within a 3-miles radius of the facility. The form provides instructions for providing comment in regards to this permit application submission, if you so choose. The enclosed form is for notification purposes only. No response, assistance, or acceptance is required. Thank you for your time.

Sincerely,
DAI Environmental, Inc.



Christopher Cailles, P.E.
Senior Project Engineer

Enclosure



TRACK ANOTHER SHIPMENT

773106979953

[ADD NICKNAME](#)

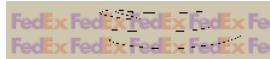


Delivered
Wednesday, March 10, 2021 at 12:05 pm



DELIVERED

Signed for by: A.CAMPOS



[GET STATUS UPDATES](#)

[OBTAIN PROOF OF DELIVERY](#)

FROM

Chris Cailles
27834 N Irma Lee Circle
Lake Forest, IL US 60045
847-573-8900

TO

Clerk Katie Elwood
Worth Township
11601 South Pulaski Road
ALSIP, IL US 60803
708-371-2900

Travel History

TIME ZONE

Local Scan Time



Wednesday, March 10, 2021

12:05 PM	ALSIP, IL	Delivered
8:15 AM	HILLSIDE, IL	On FedEx vehicle for delivery
6:57 AM	HILLSIDE, IL	At local FedEx facility

Tuesday, March 9, 2021

9:40 PM	CHICAGO, IL	At destination sort facility
8:50 PM	WAUKEGAN, IL	Left FedEx origin facility
7:11 PM	WAUKEGAN, IL	Picked up
10:20 AM		Shipment information sent to FedEx

Shipment Facts

TRACKING NUMBER

773106979953

SERVICE

FedEx 2Day

WEIGHT

0.5 lbs / 0.23 kgs

DELIVERY ATTEMPTS

1

DELIVERED TO

Receptionist/Front Desk

TOTAL PIECES

1

TOTAL SHIPMENT WEIGHT

TERMS

SHIPPER REFERENCE

**ATTACHMENT 2 TO LPC-PA1
39(i) CERTIFICATIONS
(LPC 643 FORM)**



Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

39(i) Certification for Operating a Waste Management Facility

Pursuant to 415 ILCS 5/39(i), prior to issuing any RCRA permit, or any permit for a waste storage site, sanitary landfill, waste disposal site, waste transfer station, waste treatment facility, waste incinerator, clean construction or demolition debris fill operation, or used tire storage site, the Illinois EPA must conduct an evaluation of the prospective owner's or operator's prior experience in waste management operations, clean construction or demolition debris fill operations, and tire storage site management. As part of that evaluation please complete and submit this form with your permit application.

This form may be completed online and saved locally before printing, signing and submitting it to the Illinois EPA at the address below. If the form is completed manually, please type or print clearly.

Illinois Environmental Protection Agency
Division of Land Pollution Control - #33
39(i) Certification
1021 North Grand Avenue East
P.O. Box 19276
Springfield, IL 62794-9276

I. Applicant Information

Site Name Green Era Renewable Energy and Urban Farming Campus IEPA BOL No.: 0316715228

Site Address 650 West 83rd Street

City: Chicago

State: IL

Zip Code: 60620-1937

Permit Numbers (if applicable): _____

Owner

Owner Name: Green Era Educational NFP

Street Address: 218 North Jefferson Street, Suite 300

City: Chicago

State: IL

Zip: 60661

Operator

Operator Name: Green Era 83rd Street, LLC

Street Address: 218 North Jefferson Street, Suite 300

City: Chicago

State: IL

Zip: 60661

Is this 39(i) certification for the owner or the operator?

Owner

Operator

Owner and operator are the same entity

II. Officers and Employees with Site Responsibility

Unless the owner and operator are the same entity, a separate 39(i) form must be submitted for both the owner and operator. Persons operating under the authority of the owner should be listed on the owner's 39(i) form and persons operating under authority of the operator should be listed on the operator's 39(i) form.

A. Officers: List the name and title of all officers of the owner or operator that will have personal involvement or active participation in the operation or management of the site or facility for which the application is submitted.

Name	Title
Erika Allen	President
Jason Feldman	Director

B. Employees: List the name and title of each employee of the owner or operator that will have personal involvement or active participation in the overall operation or management of the site or facility for which the application is submitted (e.g. site managers, site engineers, and other persons who direct or control the overall day-to-day management of the operation, but not persons whose duties are exclusively limited to equipment operation, labor, or similar non-managerial functions).

Name	Title
Ned Mast, Green Arrow Engineering	Managing Engineer

III. Owner, Operator, Officer, and Employee Information

A. Prior Conduct Identification

The applicant must answer each of the following questions for every owner or operator, and for any officer or employee identified under Section II. If the answer to any of the following questions is affirmative, the applicant must complete an Attachment A for each person for whom the answer is affirmative and include a copy of each final administrative or judicial determination that required an affirmative response. If the information for each owner, operator, officer, and employee has not changed since the applicant's last submission of a 39(i) certification, the applicant can skip to Section III(C), below.

- 1) Has there been a finding that any person named in Section II violated federal, State, or local laws, regulations, standards, or ordinances in the operation of one or more waste management facilities or sites, clean construction or demolition debris fill operation facilities or sites, or tire storage sites? Yes
 No
- 2) Has any person named in Section II ever been convicted in this or another State of any crime which is a felony under the laws of this State, or convicted of a felony in a federal court; or convicted in this or another state or federal court of any of the following crimes: forgery, official misconduct, bribery, perjury, or knowingly submitting false information under any environmental law, regulation, or permit term or condition? Yes
 No
- 3) Has there been a finding against any person named in Section II of gross carelessness or incompetence in handling, storing, processing, transporting or disposing of waste, clean construction or demolition debris, or used or waste tires, or a finding of gross carelessness or incompetence in using clean construction or demolition debris as fill? Yes
 No

B. Pending Proceedings

The applicant must answer each of the following questions for every owner or operator, and for any officer or employee identified in Section II. If the answer to any of the following questions is affirmative, the applicant must complete an Attachment A for each person for whom the answer is affirmative and provide information identified in Attachment A regarding the pending proceeding.

- 1. Is there any proceeding currently pending against any person named in Section II that could result in a conviction or finding described in subsection A, above? Yes
 No
- 2. Is there any proceeding currently pending against any person named in Section II that could result in the reversal of a conviction or finding described in subsection A, above? Yes
 No

C. Prior Application Information

If (i) the applicant has previously submitted the Attachments required pursuant to subsections A and B above and (ii) the Attachments previously submitted are still complete, true, and correct, then the applicant does not need to include Attachments with this submission if the following box is checked:

By checking this box, I affirm that the Attachments previously submitted are still complete, true, and correct and wish to incorporate them into this Certification.

If the above box is checked, identify the application that contains the previously submitted Attachments that are complete, true, and correct.

Authorization for Release of Information

This Certification must be signed by an officer of the applicant.

The undersigned authorizes any representative of the Illinois Environmental Protection Agency bearing this release to obtain any information from the Illinois State Police pertaining to the criminal records of the applicant and hereby directs the Illinois State Police to release such information upon request of the bearer. The undersigned authorizes a review of and full disclosure of all records, or any part thereof, concerning the applicant's criminal records by and to a duly authorized agent of the Illinois Environmental Protection Agency, whether the records are of public, private, or confidential nature. The intent of this authorization is to give consent for full and complete disclosure of the applicant's criminal records.

The undersigned fully understands that any information which is developed directly or indirectly, in whole or in part, as a result of this authorization will be considered in determining whether a permit shall be issued by the Illinois Environmental Protection Agency under the Environmental Protection Act [415 ILCS 5]. The undersigned further agrees to release the Illinois State Police and the Illinois Environmental Protection Agency, its agents and designees under this release, from any and all liability which may be incurred as a result of compliance with this authorization for release of information.

Certification Statements

I certify under penalty of law that the information submitted, including information on any Attachments submitted as part of or incorporated into this Certification, is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))



Signature of Applicant Officer

Erika Allen

Printed Name

4.28.2021

Date

President

Title



Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

39(i) Certification for Operating a Waste Management Facility

Pursuant to 415 ILCS 5/39(i), prior to issuing any RCRA permit, or any permit for a waste storage site, sanitary landfill, waste disposal site, waste transfer station, waste treatment facility, waste incinerator, clean construction or demolition debris fill operation, or used tire storage site, the Illinois EPA must conduct an evaluation of the prospective owner's or operator's prior experience in waste management operations, clean construction or demolition debris fill operations, and tire storage site management. As part of that evaluation please complete and submit this form with your permit application.

This form may be completed online and saved locally before printing, signing and submitting it to the Illinois EPA at the address below. If the form is completed manually, please type or print clearly.

Illinois Environmental Protection Agency
Division of Land Pollution Control - #33
39(i) Certification
1021 North Grand Avenue East
P.O. Box 19276
Springfield, IL 62794-9276

I. Applicant Information

Site Name Green Era Renewable Energy and Urban Farming Campus IEPA BOL No.: 0316715228

Site Address 650 West 83rd Street

City: Chicago

State: IL

Zip Code: 60620-1937

Permit Numbers (if applicable): _____

Owner

Owner Name: Green Era Educational NFP

Street Address: 218 North Jefferson Street, Suite 300

City: Chicago

State: IL

Zip: 60661

Operator

Operator Name: Green Era 83rd Street, LLC

Street Address: 218 North Jefferson Street, Suite 300

City: Chicago

State: IL

Zip: 60661

Is this 39(i) certification for the owner or the operator?

Owner

Operator

Owner and operator are the same entity

II. Officers and Employees with Site Responsibility

Unless the owner and operator are the same entity, a separate 39(i) form must be submitted for both the owner and operator. Persons operating under the authority of the owner should be listed on the owner's 39(i) form and persons operating under authority of the operator should be listed on the operator's 39(i) form.

A. Officers: List the name and title of all officers of the owner or operator that will have personal involvement or active participation in the operation or management of the site or facility for which the application is submitted.

Name	Title
Erika Allen	President
Jason Feldman	Director

B. Employees: List the name and title of each employee of the owner or operator that will have personal involvement or active participation in the overall operation or management of the site or facility for which the application is submitted (e.g. site managers, site engineers, and other persons who direct or control the overall day-to-day management of the operation, but not persons whose duties are exclusively limited to equipment operation, labor, or similar non-managerial functions).

Name	Title
Ned Mast, Green Arrow Engineering	Managing Engineer

III. Owner, Operator, Officer, and Employee Information

A. Prior Conduct Identification

The applicant must answer each of the following questions for every owner or operator, and for any officer or employee identified under Section II. If the answer to any of the following questions is affirmative, the applicant must complete an Attachment A for each person for whom the answer is affirmative and include a copy of each final administrative or judicial determination that required an affirmative response. If the information for each owner, operator, officer, and employee has not changed since the applicant's last submission of a 39(i) certification, the applicant can skip to Section III(C), below.

- 1) Has there been a finding that any person named in Section II violated federal, State, or local laws, regulations, standards, or ordinances in the operation of one or more waste management facilities or sites, clean construction or demolition debris fill operation facilities or sites, or tire storage sites? Yes
 No
- 2) Has any person named in Section II ever been convicted in this or another State of any crime which is a felony under the laws of this State, or convicted of a felony in a federal court; or convicted in this or another state or federal court of any of the following crimes: forgery, official misconduct, bribery, perjury, or knowingly submitting false information under any environmental law, regulation, or permit term or condition? Yes
 No
- 3) Has there been a finding against any person named in Section II of gross carelessness or incompetence in handling, storing, processing, transporting or disposing of waste, clean construction or demolition debris, or used or waste tires, or a finding of gross carelessness or incompetence in using clean construction or demolition debris as fill? Yes
 No

B. Pending Proceedings

The applicant must answer each of the following questions for every owner or operator, and for any officer or employee identified in Section II. If the answer to any of the following questions is affirmative, the applicant must complete an Attachment A for each person for whom the answer is affirmative and provide information identified in Attachment A regarding the pending proceeding.

- 1. Is there any proceeding currently pending against any person named in Section II that could result in a conviction or finding described in subsection A, above? Yes
 No
- 2. Is there any proceeding currently pending against any person named in Section II that could result in the reversal of a conviction or finding described in subsection A, above? Yes
 No

C. Prior Application Information

If (i) the applicant has previously submitted the Attachments required pursuant to subsections A and B above and (ii) the Attachments previously submitted are still complete, true, and correct, then the applicant does not need to include Attachments with this submission if the following box is checked:

By checking this box, I affirm that the Attachments previously submitted are still complete, true, and correct and wish to incorporate them into this Certification.

If the above box is checked, identify the application that contains the previously submitted Attachments that are complete, true, and correct.

Authorization for Release of Information

This Certification must be signed by an officer of the applicant.

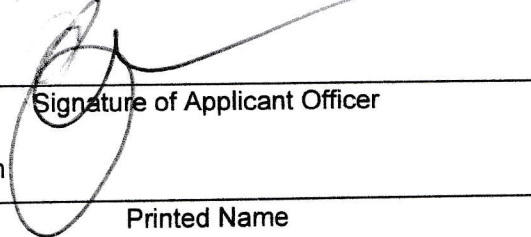
The undersigned authorizes any representative of the Illinois Environmental Protection Agency bearing this release to obtain any information from the Illinois State Police pertaining to the criminal records of the applicant and hereby directs the Illinois State Police to release such information upon request of the bearer. The undersigned authorizes a review of and full disclosure of all records, or any part thereof, concerning the applicant's criminal records by and to a duly authorized agent of the Illinois Environmental Protection Agency, whether the records are of public, private, or confidential nature. The intent of this authorization is to give consent for full and complete disclosure of the applicant's criminal records.

The undersigned fully understands that any information which is developed directly or indirectly, in whole or in part, as a result of this authorization will be considered in determining whether a permit shall be issued by the Illinois Environmental Protection Agency under the Environmental Protection Act [415 ILCS 5]. The undersigned further agrees to release the Illinois State Police and the Illinois Environmental Protection Agency, its agents and designees under this release, from any and all liability which may be incurred as a result of compliance with this authorization for release of information.

Certification Statements

I certify under penalty of law that the information submitted, including information on any Attachments submitted as part of or incorporated into this Certification, is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))



Signature of Applicant Officer

Erika Allen

Printed Name

4/28/21

Date

President

Title

**ATTACHMENT 3 TO LPC-PA1
LPC-PA6 FORM**



Illinois Environmental Protection Agency

Bureau of Land • 1021 N. Grand Avenue E. • Box 19276 • Springfield • Illinois • 62794-9276

Application for Permit to Develop A Solid Waste Composting Facility (LPC-PA6)

NOTE: Please complete this form online, save a copy locally, print and submit it to the Permit Section #33, at the above address.

I. Site Identification:

Site Name: Green Era Renewable Energy and Urban Farming Campus IEPA ID Number: 0316715228
 Street Address: 650 West 83rd Street P.O. Box: _____
 City: Chicago State: IL Zip Code: 60620-1937 County: Cook

2. Owner/Operator Identification:

Owner	Operator
Name: <u>Green Era Educational NFP</u>	Name: <u>Green Era 83rd Street, LLC</u>
Street Address: <u>218 North Jefferson Street, Suite 300</u>	Street Address: <u>218 North Jefferson Street, Suite 300</u>
PO Box: _____	PO Box: _____
City: <u>Chicago</u> State: <u>IL</u>	City: <u>Chicago</u> State: <u>IL</u>
Zip Code: <u>60661-1307</u> Phone: <u>(312) 544-9218</u>	Zip Code: <u>60661-1307</u> Phone: <u>(312) 544-9218</u>
Contact: <u>Erika Allen</u>	Contact: <u>Erika Allen</u>
Email Address: <u>permits@greenerachicago.com</u>	Email Address: <u>permits@greenerachicago.com</u>

Mail Agency correspondence to: Owner Other: _____

Site Ownership:

- Presently owned by Applicant
- Presently owned by a Trust
- Presently owned by a Corporation
- To be Leased by Applicant for 99 years
- Years of Lease Remaining _____ years
- Beginning Date of Lease: _____
- Ending Date of Lease: _____

Operated by:

- Illinois Corporation
- Individual
- Partnership
- Trust
- Government
- Other: _____

3. Location Information:

Attach a copy of the United States Geological Survey (USGS) quadrangle map (7.5 minute quadrangle, if published) and a topographic map of the area which contains the site. Also provide a legal description of the site including the size in acres, present zoning classification and restrictions (if any).

Quadrangle Map proved: Blue Island Quadrangle Illinois-Cook Co. (7.5-Minute Series) 1/31/2018
 Name: _____ Date: _____

The topographic map should depict the following aspects of the site:

1. The property boundaries of the facility.
2. The location of all buildings on the site and any other pertinent data with respect to the operation of the proposed facility (i.e., utilities, etc).
3. The boundaries of the area that will be used for operations including the location of the windrows within those boundaries.
4. The locations of all potable water supply wells within 500 feet of the boundaries of the site.
5. The types of land use for the properties immediately adjacent to the facility i.e., residential, commercial, industrial, agricultural, etc.). This should include the zoning codes of those properties and the location (and the function) of all buildings within 500 feet of the site.
6. The topography of the area using 2 foot contour intervals.
7. The drainage patterns of the site and surrounding areas. This should identify the direction of both on and off site drainage as well as the location of any ditches, swales, berms or other structures that exist or will be constructed to control runoff and leachate generated by the compost operation.
8. The location of the 10-year floodplain in the vicinity of the site. If the 10-year floodplain cannot be well represented on a 1" = 200' scale map, it should be shown on the Quadrangle Map.

4. Facility Background:

- This is an existing operation begun _____ (month) _____ (year).
- This is a proposed operation.
- This is a proposed extension to an existing operation.

5. Facility Information:

The following information must accompany the application. In the space provided, identify the page number or location in the supporting documentation where this information can be found.

Page number or location of information:

A. Operating Plan:

- | | |
|--------------------------|---|
| <u>See Att 3 to PA-6</u> | 1. The types of waste that are proposed to be handled by the facility. |
| <u>See Att 3 to PA-6</u> | 2. The area to be served by this facility (i.e., the municipalities, townships, counties, etc.) |
| <u>See Att 3 to PA-6</u> | 3. An estimate of the maximum annual volume of waste the facility will be able to process. |
| <u>See Att 3 to PA-6</u> | 4. The management procedures that will be used in composting. This should include: |
| <u>See Att 3 to PA-6</u> | i. A description of any treatment the wastes will receive prior to windrowing (e.g., pre-shredding). |
| <u>See Att 3 to PA-6</u> | ii. The specifications to which the windrows will be constructed, that is, their width, height and length. The calculations of the maximum capacity of the facility should also be provided. |
| <u>See Att 3 to PA-6</u> | iii. A list of any additives that will be used to adjust the moisture and/or nitrogen content of the composting material (if applicable). The rates and methods of application should also be provided. |
| <u>See Att 3 to PA-6</u> | iv. The method and frequency of aerating the windrows as well as a description of the equipment that will be used for this purpose. |
| <u>See Att 3 to PA-6</u> | v. An estimate of length of time that will be necessary to complete the composting process. |
| <u>See Att 3 to PA-6</u> | vi. The criteria for determining when the composting process is complete. |
| <u>See Att 3 to PA-6</u> | 5. Descriptions of the storage areas (including their capacities) that will be used to stage the waste before windrowing and to store the finished compost product. |

- See Att 3 to PA-6 6. Management procedures for containment and disposal of non-compostable wastes received at the facility.
- See Att 3 to PA-6 7. Descriptions of the measures that will be taken to control dust, odor and noise generated by the facility's operations (e.g., chipping, shredding, and turning the windrows).
- Same as 6 above 8. Management procedures for containment and disposal of non-compostable wastes received at the facility.
- See Att 3 to PA-6 9. A description of the access controls to be employed at the facility (e.g., fencing).
- See Att 3 to PA-6 10. A description of how the finished compost product will be used or disposed.
- See Att 3 to PA-6 11. A description of the recordkeeping procedures that will be used.

See Att 3 to PA-6 B. Description of the Facility Development that will be Completed Before Submittal of an Operating Permit Application (Development Plan

C. Documentation

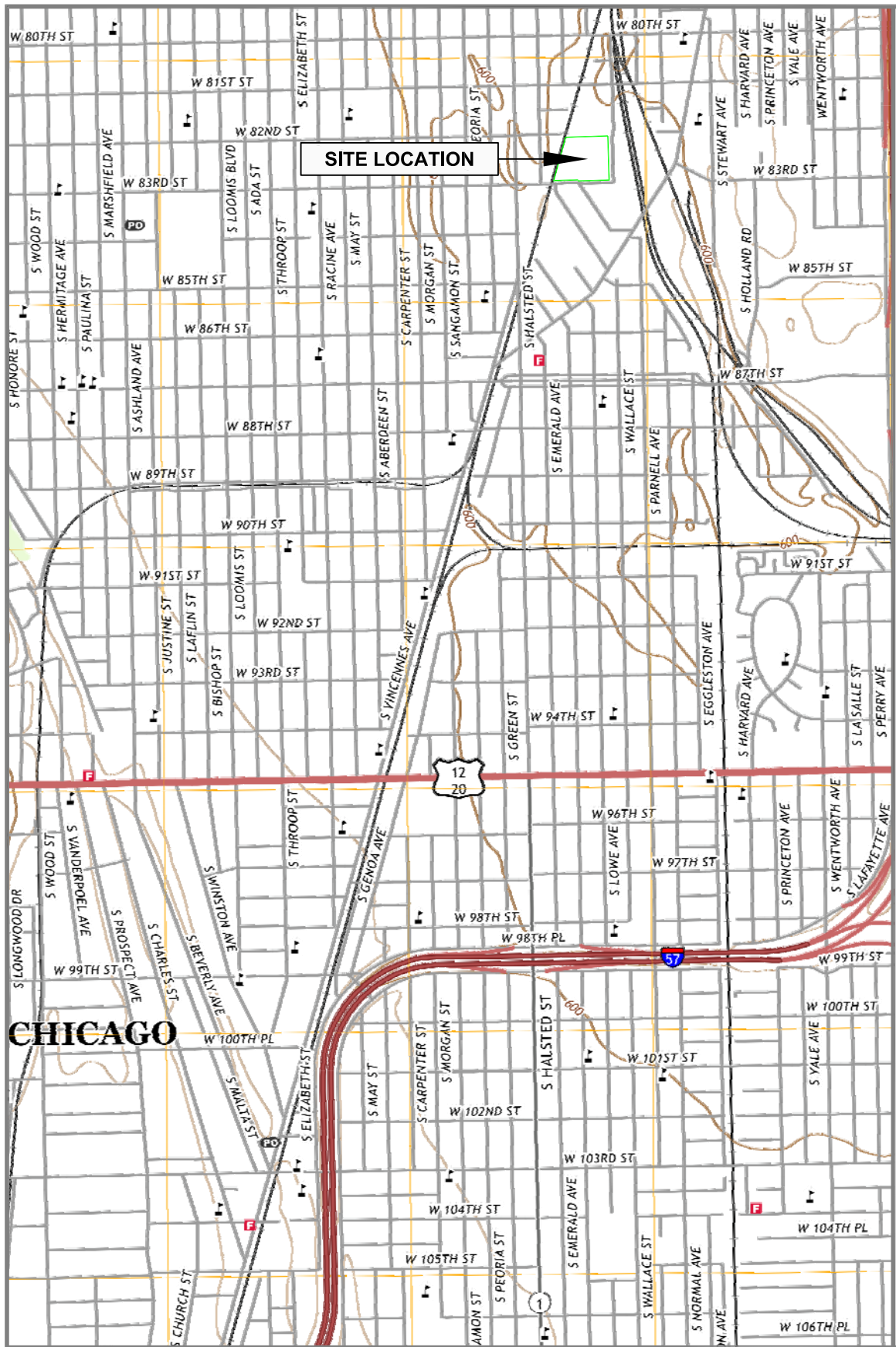
Documentation that the proposed site meets the following requirements must be provided. The sources of information used in the documentation process need to be referenced.

- See Att 3-4 to PA-6 1. There is a 200' setback between the boundaries of the site and any potable water supply well.
- See Att 3 & 5 to PA-6 2. The site is outside the 10-year floodplain or the site shall be flood-proofed, in which case the flood-proofing must be provided.
- See Att 3 to PA-6 3. The location of the site shall minimize the incompatibility with the character of the surrounding area.
- Att 1, Fig 2 to PA-6 4. There is a 200' setback between the boundaries of the site and any residence.
- 5. The design of the facility is such that:
 - i. No compost will be placed within 5 feet of the water table.
 - ii. Best management practices used to control runoff; and
 - iii. Other leachate generated on-site will be collected and managed.

6. Closure Plan and Post-Closure Care:

Include the separate form "Closure Plans and Post-Closure Care Plans" (LPC-PA11). The portions pertaining to post-closure care need to be completed only if composting operations are indefinite storage facilities. For operations that do not meet the definition of indefinite storage, include a narrative explaining why it is not an indefinite storage facility.

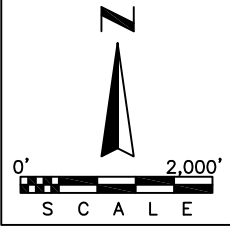
**ATTACHMENT 1 TO LPC-PA6
FIGURES**



LEGEND

APPROXIMATE SITE
PROPERTY BOUNDARY

BLUE ISLAND
QUADRANGLE
ILLINOIS-COOK
CO.
7.5-MINUTE
SERIES
(2018
TOPOGRAPHIC)



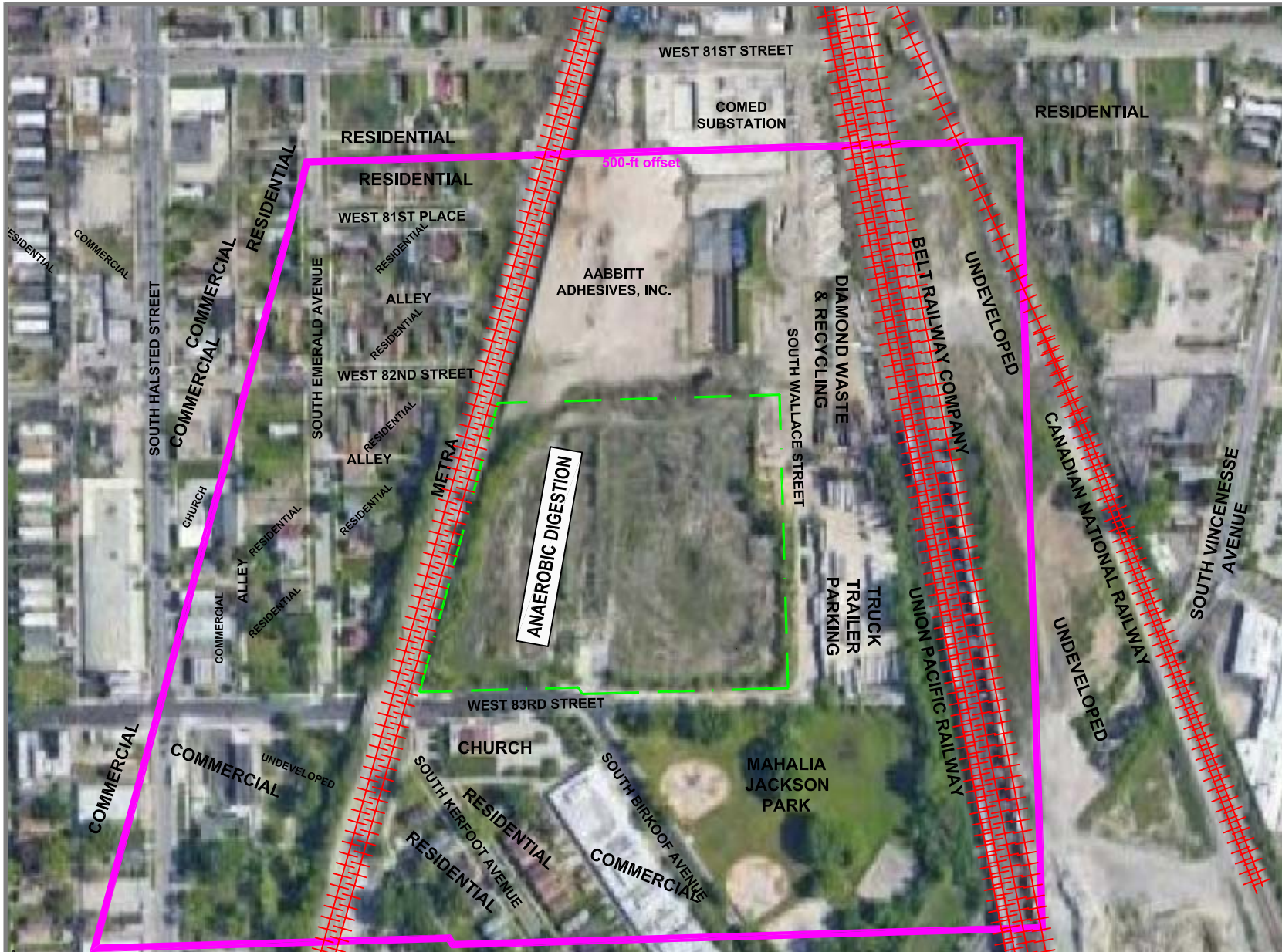
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REVISED: 03/05/21

CHICAGO



**GREEN ERA RENEWABLE ENERGY
AND URBAN FARMING CAMPUS
650 WEST 83RD STREET
CHICAGO, ILLINOIS**

**FIGURE 1
SITE LOCATION MAP**



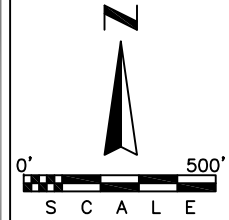
LEGEND

— — — — —
PROPERTY BOUNDARY OF
COMPOSTING FACILITY

—————
500-FT OFFSET FROM
FACILITY BOUNDARY

THE NEAREST WATER
WELL IS LOCATED OVER
2,000-FT FROM THE
FACILITY AND IS NOT
LIKELY IN USE PER CITY OF
CHICAGO RESTRICTIONS.

THE FACILITY IS NOT
LOCATED WITHIN OR NEAR
THE 10-YEAR FLOODS PLAIN.
MAPPING INDICATES
"AREA OF MINIMAL FLOOD
HAZARD."

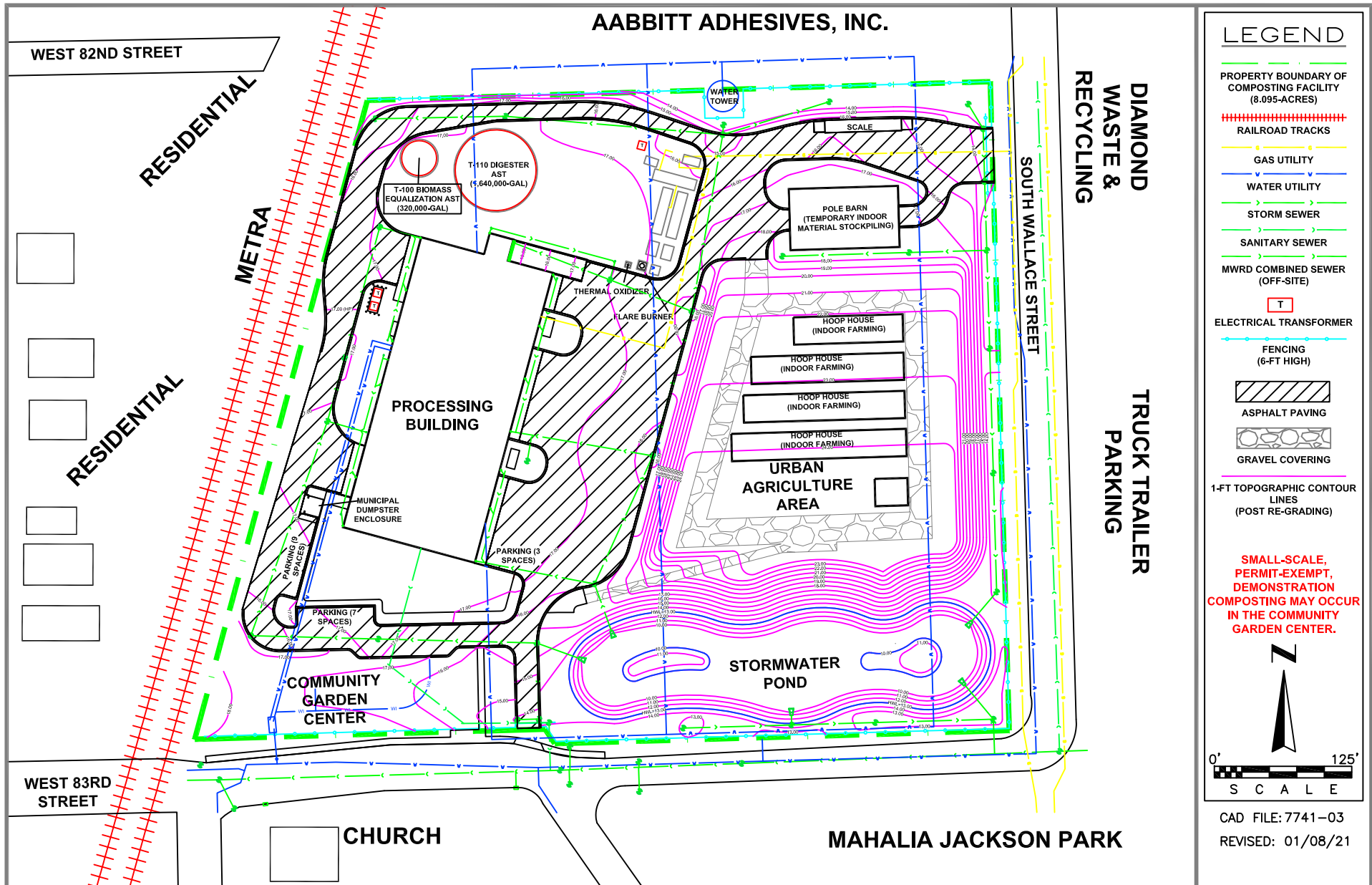


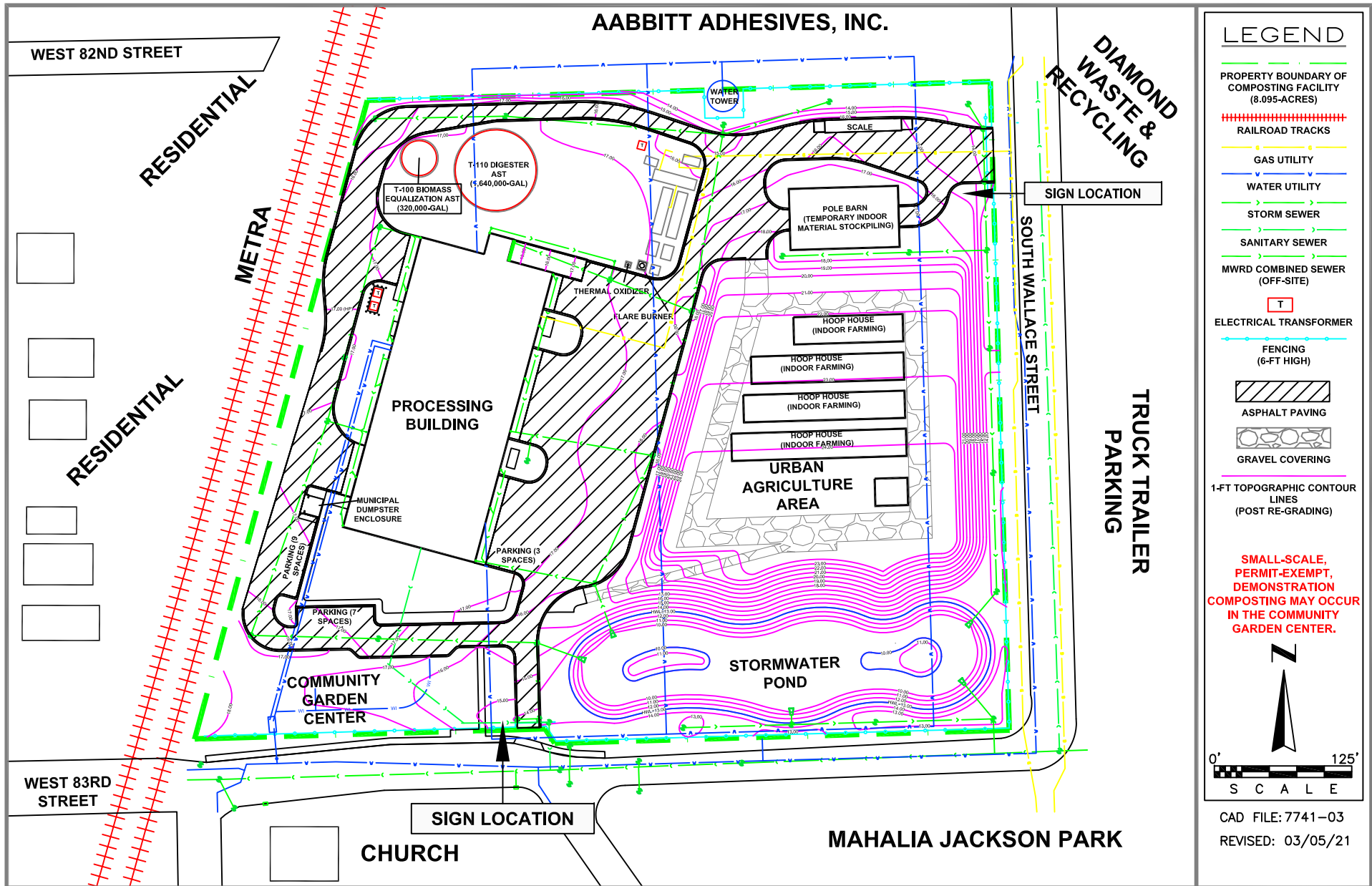
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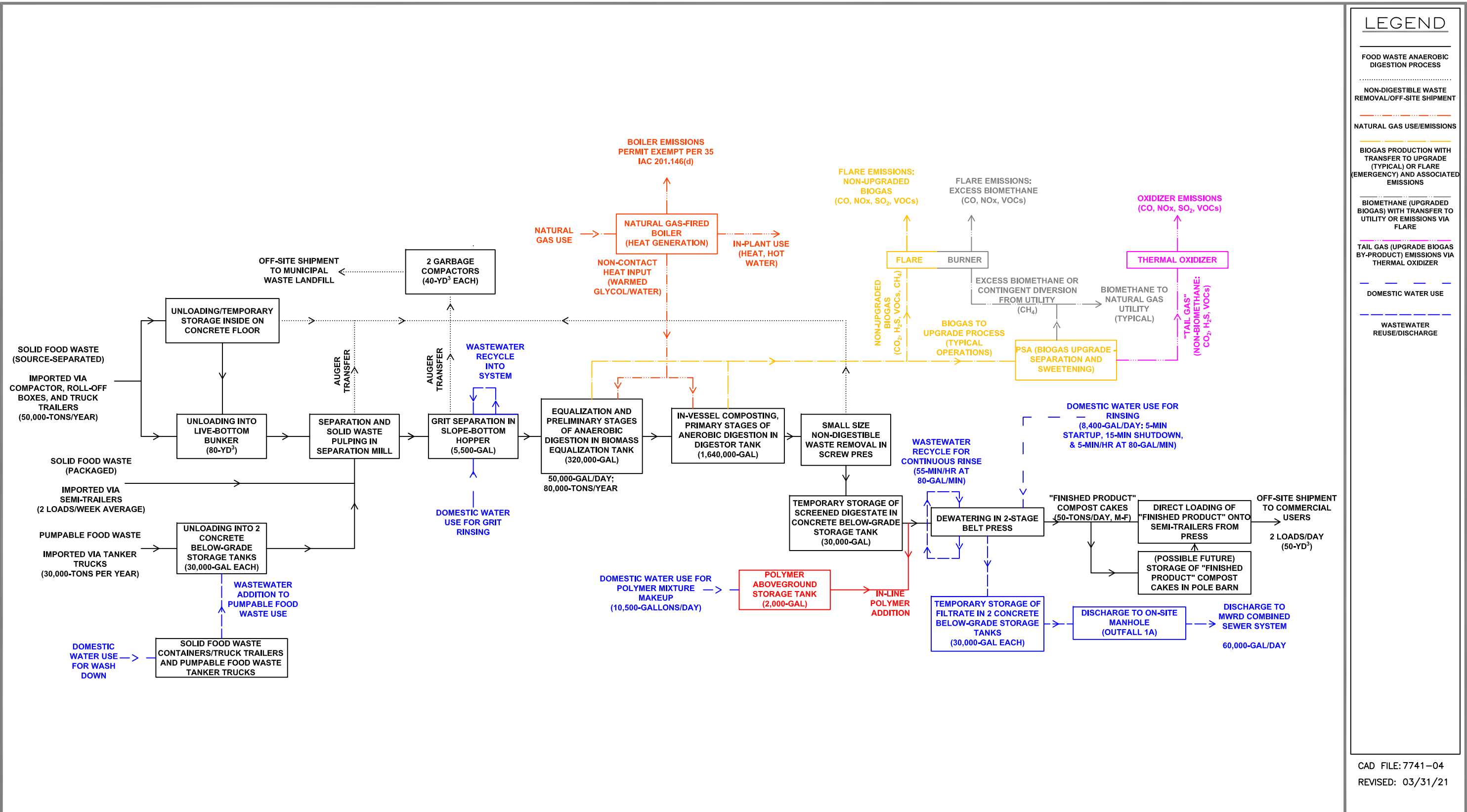


**GREEN ERA RENEWABLE ENERGY
AND URBAN FARMING CAMPUS
650 WEST 83RD STREET
CHICAGO, ILLINOIS**

**FIGURE 2
AERIAL VIEW OF SITE AND
SURROUNDING PROPERTY USAGE
(MAY 2018 AERIAL TAKEN GOOGLE MAPS)**







**ATTACHMENT 2 TO LPC-PA6
COPY OF LEASE**

GROUND LEASE

between

GREEN ERA EDUCATIONAL NFP,

AS LANDLORD,

and

GREEN ERA 83RD STREET LLC,

AS TENANT

Dated: July 31, 2020

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GROUND LEASE

THIS GROUND LEASE (the “Lease”) is made as of the 31st day of July, 2020, between Green Era Educational NFP (“Landlord”), a not-for-profit corporation existing under the laws of the State of Illinois, having an office at 218 North Jefferson Street, Suite 300, Chicago, Illinois 60661, and Green Era 83rd Street LLC (“Tenant”), a limited liability company existing under the laws of the State of Illinois, having an office at 650 West 83rd Street, Chicago, IL 60620.

WITNESSETH:

It is hereby mutually covenanted and agreed by and between the parties hereto that this Lease is made upon the terms, covenants and conditions hereinafter set forth.

Article 1 Definitions

The terms defined in this Article 1, for all purposes of this Lease (hereinafter defined), shall have the following meanings:

“Affiliate of Tenant” shall mean any Person controlled by, under common control with or controlling Tenant.

“Base Rent” shall have the meaning provided in Section 3.1.

“Business Day” shall mean any day which is not a Saturday, Sunday or a day observed as a holiday by either the State of Illinois or the United States government.

“CDEs” shall mean, collectively, SCORE Sub-CDE 19, LLC, an Illinois limited liability company; MBS-UI Sub-CDE 47, LLC a Missouri limited liability company; DVCI CDE LIII, LLC, a Delaware limited liability company; and USBCDE Sub-CDE 202, LLC, a Missouri limited liability company.

“Certificate of Occupancy” shall mean a certificate of occupancy (temporary or permanent) or other similar certificate issued by the appropriate governmental department or agency of the City (hereinafter defined).

“City” shall mean the city, village or town in which the Premises (hereinafter defined) are located.

“Claim” shall have the meaning provided in Section 28.1(b).

“Commencement Date” shall mean the date of commencement of the Term (hereinafter defined) as set forth in Article 2.

“Completion Date” shall mean March 28, 2022.

“Construction Agreements” shall mean agreements for construction, restoration, rehabilitation, alteration, conversion, extension, repair or demolition performed pursuant to this Lease. “Default” shall mean any condition or event which constitutes or, after the giving of notice or the passage of time or both, would constitute an Event of Default (hereinafter defined).

“Environmental Law” shall have the meaning provided in Section 28.1(c).

“Event of Default” shall have the meaning provided in Section 24.1.

“Expiration Date” shall mean the date of the expiration of the Term as set forth in Article 2.

“Fee Mortgage” shall mean any mortgage or trust deed which now or hereafter is a lien on the entire fee simple title to the Land or the Premises, or any part thereof, as the same may be renewed, modified, amended, extended, consolidated or coordinated from time to time.

“Fee Mortgagee” shall mean the holder of a Fee Mortgage.

“Force Majeure” shall mean acts of God, flooding, strikes, pandemics, lockouts or other labor trouble, war, acts of terrorism, riots, sabotage, any unavailability of utility services that is beyond the control of Tenant, materially adverse weather conditions (including without limitation, a wind storm, hail storm or ice storm) or other actions of the elements, fire, earthquake or other casualty, governmental preemption in connection with a national emergency, any rule, order or regulation of any governmental agency or any department or subdivision thereof, or inability to secure materials or labor because of any of the foregoing or any such emergency, rule, order, regulation, war, or civil disturbance or any other emergency, cause or event beyond the reasonable control of the Tenant.

“Governmental Authority” shall mean the United States of America, the State of Illinois, County of Cook, City of Chicago, and any agency, authority, department, commission, board, bureau, instrumentality or political subdivision of any of the foregoing, now existing or hereafter created, having jurisdiction over the Premises or any portion thereof.

“Hazardous Materials” shall have the meaning provided in Section 28.1(d).

“Impositions” shall have the meaning provided in Section 4.1.

“Improvements” shall mean: the anaerobic digester facility consisting of an approximately 40,000-square foot processing building, a separate 5,000 square foot building that will house biomethane processing equipment, one 1.7-million-gallon gas-tight liquid holding tank and one 320,000-gallon gas-tight liquid holding tank; an office and/or visitor’s center; certain road and access improvements and parking lots and other improvements and appurtenances of every kind and description now or hereafter erected, constructed or placed on or about the Land (hereinafter defined), and any and all alterations and replacements thereof, additions thereto and substitutions therefor.

“Indemnified Party” shall have the meaning provided in Section 19.1.

“Insurance Policies” shall mean any and all insurance policies which Tenant is required to keep and maintain pursuant to this Lease.

“Land” shall mean the parcel of real estate described on Exhibit A attached hereto and made a part hereof.

“Landlord” shall mean GREEN ERA EDUCATIONAL NFP *provided, however*, that whenever the Landlord’s interest in the Premises and this Lease shall be assigned or transferred in accordance with the terms of and in the manner specifically permitted by this Lease, then, from and after the date of such assignment or transfer and until the next permitted assignment or transfer, the term “Landlord” shall mean the permitted assignee or transferee, except that the assignor and transferor shall continue to remain liable with respect to any obligations or liabilities of Landlord hereunder which arose or accrued prior to the date of such assignment or transfer. In particular, Landlord and Tenant acknowledge and agree that Landlord may not assign or transfer all or any of its interest in all or any portion of the Premises without the prior written consent of any and all Leasehold Mortgagees.

“Lease” shall mean this Ground Lease and all amendments, modifications, extensions and renewals hereof permitted by the terms of this Lease and exhibits attached hereto.

“Lease Year” shall mean each consecutive 12-month period during the Term, the first Lease Year commencing on the Commencement Date and expiring at midnight of the day preceding the first anniversary of the Commencement Date, and each successive consecutive 12-month period thereafter.

“Leasehold Mortgage” shall mean a mortgage, including, without limitation, any modification, amendment, spreader, consolidation or renewal thereof, which constitutes a lien on Tenant’s interest in this Lease and the leasehold interest created hereby, provided such mortgage is held by (i) a lender consented to by Landlord, such consent not to be unreasonably withheld, conditioned, or delayed or (ii) a Person formerly constituting Tenant, if such mortgage is made to such Person in connection with a permitted assignment by it of its interest in the Lease, who is consented to by Landlord and all Leasehold Mortgagees. For avoidance of doubt, any Leasehold Mortgage made for the benefit of any or all of the CDEs and/or any or all of the Senior Lenders, and each such entity’s successors and assigns shall be deemed to be a “Leasehold Mortgage” for purposes hereof.

“Leasehold Mortgagee” shall mean each mortgagee under a Leasehold Mortgage, including, without limitation, any and all of the CDEs and/or any and all of the Senior Lenders.

“Leasehold Mortgagee Loan” means a loan made by a Leasehold Mortgagee and secured by a Leasehold Mortgage.

“Leasehold Mortgagee Loan Documents” means any and all agreements, instruments and documents which now or hereafter evidence, secure, guaranty or otherwise govern all or any portion of a Leasehold Mortgagee Loan, as the same may be now or hereafter amended, restated, supplemented or otherwise modified.

“Manage” shall have the meaning provided in Section 28.1(e).

“Nondisturbance Agreement” shall have the meaning provided in Section 27.1.

“Notice” shall have the meaning provided in Section 25.1.

“Person” shall mean and include an individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association or any federal, state, county or municipal government or any bureau, department, authority or agency thereof.

“Premises” shall have the meaning provided in Article 2.

“Project” shall mean the anaerobic digester facility being constructed by Tenant on the Property.

“RDA” shall have the meaning provided in Section 16.1.

“Release” or “Released” shall have the meaning provided in Section 28.1(e).

“Rental” shall have the meaning provided in Section 3.1.

“Requirements” shall have the meaning provided in Section 14.1.

“Response” or “Respond” shall have the meaning provided in Section 28.1(f).

“Senior Lenders” shall mean, collectively, (i) IFF, an Illinois not-for-profit corporation (“IFF”) and (ii) Reinvestment Fund, Inc., a Pennsylvania non-profit corporation (“TRF”).

“Tenant” shall mean GREEN ERA 83RD STREET LLC, *provided, however*, that whenever this Lease and the leasehold estate hereby created shall be assigned or transferred in accordance with the terms of and in the manner specifically permitted by this Lease, then, from and after the date of such assignment or transfer and until the next permitted assignment or transfer, the term “Tenant” shall mean the permitted assignee or transferee, except that the assignor shall continue to remain liable with respect to any obligations or liabilities of Tenant hereunder which arose or accrued prior to the date of such assignment.

“Term” shall mean the term of this Lease as set forth in Article 2 hereof.

“Unavoidable Delays” shall mean delays incurred by Tenant due to strikes, pandemics, lockouts or other labor trouble, war, acts of terrorism, riots, sabotage, any unavailability of utility services that is beyond the control of Tenant, acts of God, enemy action, civil commotion, materially adverse weather conditions (including without limitation, a wind storm, hail storm or ice storm) or other actions of the elements, governmental restrictions or preemption, fire, earthquake or other casualty or other causes beyond the reasonable control of Tenant (not including Tenant’s insolvency, bankruptcy or financial condition or financial difficulties or problems or any action by Tenant or any Affiliate of Tenant).

“Zoning Laws” shall mean the zoning laws of the City, as the same may be amended from time to time.

Article 2
Premises and Term of Lease

Landlord does hereby demise and lease to Tenant, and Tenant does hereby lease, hire and take from Landlord (a) the Land and (b) a non-exclusive easement for the duration of the Term (as may be extended) for (i) vehicular and pedestrian access, ingress and egress over, upon, to and from all roadways providing access to the Premises and to the land adjacent to the Premises (“Adjacent Land”) as depicted on the attached Exhibit B, and (ii) parking within the parking fields located on the Land and on the Adjacent Land as depicted on Exhibit B; provided, however, Landlord reserves a perpetual non-exclusive easement for (y) vehicular and pedestrian access, ingress and egress over, upon, to and from all roadways providing access to the Premises and to the Adjacent Land as depicted on the attached Exhibit B, and (z) parking within the parking fields located on the Land and on the Adjacent Land as depicted on Exhibit B. The foregoing is referred to as the “Premises”.

TO HAVE AND TO HOLD unto Tenant, its successors and assigns, for a term of 99 years (the “Term”) commencing on July 31, 2020 (the “Commencement Date”) and expiring on the day immediately preceding the 99th anniversary of the Commencement Date or on such earlier date upon which this Lease may be terminated as hereinafter provided (the “Expiration Date”).

Article 3
Rent

3.1 Tenant shall pay to Landlord, without offset or deduction and without notice or demand, the annual sum of one dollar (\$1.00) (“Base Rent” or “Rental”) payable in advance on the first day of each Lease Year of the Term for the period commencing on the Commencement Date and continuing thereafter throughout the Term. Base Rent shall be paid in lawful money of the United States to Landlord at the office of Landlord set forth above or at such other place as Landlord shall direct from time to time by written notice to Tenant.

3.2 Tenant shall remain obligated under this Lease in accordance with its terms and shall not take any action to terminate, rescind or avoid this Lease, notwithstanding any action for bankruptcy, insolvency, reorganization, liquidation, dissolution or other proceeding affecting Landlord or any assignee of Landlord or any action with respect to this Lease which may be taken by any trustee, receiver or liquidator or by any court. Tenant hereby waives all right (a) to terminate this Lease, or (b) to surrender this Lease, or (c) to any abatement, deferment, reduction, setoff, counterclaim or defense with respect to any Rental payable hereunder. Tenant shall remain obligated under this Lease in accordance with its terms, and Tenant hereby waives any and all rights now or hereafter conferred by statute or otherwise to modify or to avoid strict compliance with its obligations under this Lease. Notwithstanding any such statute or otherwise, Tenant shall be bound by all the terms and provisions contained in this Lease.

Article 4 Impositions

4.1 Tenant shall pay or cause to be paid, in a timely manner and as hereinafter provided, (1) its prorated share attributable to the Premises of all of the following items, if any, to the extent assessed against the Premises collectively, and (2) the following items, if any, to the extent assessed against the Premises only, ("Impositions"): (a) real property taxes and assessments; (b) personal property taxes; (c) occupancy and rent taxes; (d) water, water meter and sewer rents, rates and charges; (e) vault charges; (f) levies; (g) license and permit fees; (h) service charges, with respect to police protection, fire protection, street and highway maintenance, construction and lighting, sanitation and water supply, if any; (i) gross receipts, excise or similar taxes (*i.e.*, taxes customarily based upon gross income or receipts which fail to take into account deductions relating to the Premises) imposed or levied upon, assessed against or measured by Base Rent or other rental payable, but only to the extent that such taxes would be payable if the Premises were the only property of Landlord; (j) all excise, sales, value added, use and similar taxes; (k) charges for utilities, communications and other services rendered or used in or about the Premises; (l) payments in lieu of each of the foregoing, whether or not expressly so designated; (m) fines, penalties and other similar or like governmental charges applicable to any of the foregoing and any interest or costs with respect thereto; and (n) any and all other federal, state, county and municipal governmental and quasi- governmental levies, fees, rents, assessments or taxes and charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of every kind and nature whatsoever, and any interest or costs with respect thereto, which at any time during, prior to or after (but attributable to a period falling within) the Term are (i) assessed, levied, confirmed, imposed upon, or would grow or become due and payable out of or in respect of, or would be charged with respect to, the Premises or any document to which Tenant is a party creating or transferring an interest or estate in the Premises, the use and occupancy thereof by Tenant, or this transaction, and/or (ii) encumbrances or liens on (A) the Premises; (B) any vault, passageway or space in or under the sidewalks or streets in front of or adjoining the Premises; (C) any other appurtenances of the Premises; (D) any personal property or other facility used in the operation thereof; or (E) the Rental (or any portion thereof) payable by Tenant hereunder. Each such Imposition, or installment thereof, during the Term shall be paid before the last day the same may be paid without fine, penalty, interest or additional cost; *provided, however*, that if, by law, any Imposition may at the option of the taxpayer be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Tenant may exercise the option to pay the same in such installments and shall be responsible for the payment of such installments only, *provided that* all such installment payments relating to periods prior to the date definitely fixed for the expiration of the Term are required to be made prior to the Expiration Date. In the event that any Impositions are billed directly to Landlord, Landlord shall notify Tenant to the extent of Tenant's liability for such Imposition(s), and Tenant's obligation to pay the Impositions will apply as described in the foregoing; provided, that Landlord must notify Tenant of the obligation with at least five (5) days before the last day the same may be paid without fine, penalty, interest or additional cost, else Tenant's obligation will be extended to that date that is five (5) days after Landlord's notification.

4.2 Taxes.

(a) Except as provided in subparagraph (b) hereinbelow, nothing contained in this Article 4 shall require Tenant to pay municipal, state or federal income, inheritance, estate, succession, capital levy, stamp, excess profit, revenue or gift taxes of Landlord, or any corporate franchise tax imposed upon Landlord.

(b) If at any time during the Term, a tax or excise on Rental or the right to receive rents or other tax, however described, is levied or assessed against Landlord as a substitute in whole or in part for any Impositions theretofore payable by Tenant, Tenant shall pay and discharge such tax or excise on Rental or other tax before interest or penalties accrue, and the same shall be deemed to be an Imposition levied against the Premises.

4.3 Tenant shall have the right to contest the amount or validity, in whole or in part, of any Imposition by appropriate proceedings diligently conducted in good faith, but only after payment of such Imposition, unless such payment would operate as a bar to such contest, in which event, notwithstanding the provisions of Section 4.1 hereof, payment of such Imposition shall be postponed if and only as long as:

(a) neither the Premises nor any part thereof would, by reason of such postponement or deferment, be, in the reasonable judgment of Landlord, in danger of being forfeited, lost or adversely affected;

(b) such contest shall not subject Landlord or any Fee Mortgagee to the risk of any criminal or civil liability;

(c) such contest shall not cause Landlord to be in default under any Fee Mortgage;

(d) such contest shall not, in the reasonable judgment of Landlord, result in any Imposition being increased; and

(e) Tenant shall have deposited with Landlord, cash or other security determined by Landlord in the amount so contested and unpaid, together with all interest and penalties in connection therewith and all charges that may be assessed against or become a charge on the Premises or any part thereof in such proceedings.

Upon the termination of such proceedings, it shall be the obligation of Tenant to pay the amount of such Imposition or part thereof as finally determined in such proceedings, the payment of which may have been deferred during the prosecution of such proceedings, together with any costs, fees (including attorneys' fees and disbursements), interest, penalties or other liabilities in connection therewith, and upon such payment, Landlord shall return, with any interest accrued thereon, any amount deposited with it in respect of such Imposition as aforesaid, *provided, however*, that Landlord, if requested by Tenant, shall disburse said moneys on deposit with it directly to the imposing authority to whom such Imposition is payable.

4.4 Subject to the provisions of Section 4.3, Tenant shall have the right to seek a reduction in the assessed valuation of the Premises for real property tax purposes and to prosecute any action or proceeding in connection therewith.

4.5 Landlord shall not be required to join in any proceedings referred to in Sections 4.3 or 4.4 hereof unless the provisions of any law, rule or regulation at the time in effect shall require that such proceedings be brought by and/or in the name of Landlord, in which event, Landlord shall join and cooperate in such proceedings or permit the same to be brought in its name but shall not be liable for the

payment of any costs or expenses in connection with any such proceedings, and Tenant shall reimburse and indemnify Landlord for any and all costs or expenses which Landlord may sustain or incur in connection with any such proceedings.

4.6 Any certificate, advice or bill of the appropriate official designated by law to make or issue the same or to receive payment of any Imposition asserting nonpayment of such Imposition shall be prima facie evidence that such Imposition is due and unpaid at the time of the making or issuance of such certificate, advice or bill.

Article 5
Intentionally Omitted.

Article 6
Intentionally Omitted.

Article 7
Insurance

7.1 **Tenant's Insurance.** During the Term of this Lease, Tenant shall maintain insurance in commercially reasonable amounts acceptable to the Landlord and as required under the Leasehold Mortgages and/or under any and all of the other Leasehold Mortgagee Loan Documents. The Landlord acknowledges and agrees that Tenant shall be deemed in compliance with this Section 7.1 if Tenant substantially complies with the insurance requirements required by the Leasehold Mortgagee Loan Documents.

7.2 **Damage or Destruction.** Subject to the rights of all Leasehold Mortgagees more particularly set forth in Article 27 (which shall control in the event of a conflict) and as may be more particularly set forth in any or all of the Leasehold Mortgagee Loan Documents, the loss under all policies required by any provision of this Lease insuring against damage to Land and any improvements thereon by fire or other casualty shall be payable to Tenant.

(a) **Tenant's Obligation to Restore.** If the Improvements are wholly or partially destroyed or damaged by fire or other casualty during the Term of this Lease, subject to the terms and conditions of the Leasehold Mortgagee Loan Documents, Tenant shall promptly repair, replace, restore or reconstruct same with at least as good workmanship and quality as the Improvements being repaired, replaced, restored or reconstructed, but with such alternations or modifications as may be deemed reasonably necessary or desirable by Tenant with the approval of Landlord and all Leasehold Mortgagees, such approval not to be unreasonably withheld, delayed or conditioned. Upon completion of all required repair, restoration and reconstruction, all excess insurance proceeds, if any, shall be retained by Tenant, subject to the rights of the Leasehold Mortgagees.

(b) If Tenant fails to commence such repairs, restoration and reconstruction within a reasonable time, in no event exceeding one hundred eighty (180) days after the cost and expense of such repair, replacement, restoration or reconstruction and the amount of such available insurance proceeds is determined and available to Tenant, and thereafter fails to diligently proceed with such repairs, restoration and rebuilding, then Landlord may terminate this Lease by providing Tenant and all Leasehold Mortgagees with written notice of its intent to do so within ninety (90) days after the expiration of such reasonable time subject, however, to the notice to and rights of any Leasehold Mortgagee (including cure rights) as set forth in this Lease, provided, however, such termination shall be null and void if, within such ninety (90) day period, Tenant or any Leasehold Mortgagee cures such default. Notwithstanding any provision to the contrary, in the event of any casualty to the Improvements which would require more than ninety (90) days

to repair and restore after commencement of restoration, Tenant shall have the option, with the prior written consent of all of the Leasehold Mortgagees, to terminate this Lease (even if insurance proceeds have been determined to be sufficient to rebuild and reconstruct the damaged Improvements) at any time prior to commencement of rebuilding by giving notice of such termination to Landlord.

(c) In the event of a termination of this Lease by Landlord as a result of Tenant or any Leasehold Mortgagee's failure to commence restoration for any of the reasons or under any of the circumstances set forth above, this Lease shall terminate and come to an end upon Landlord's termination as aforesaid as though the date of such termination by Landlord were the date of expiration of the term of this Lease, and all insurance proceeds shall be payable as follows: first, to satisfy and discharge any Leasehold Mortgages and any obligations thereunder; second, to Tenant, or Landlord at Tenant's direction, to remove or shore up the damaged structures to prevent further harm to neighboring property or persons and to return the site to its previous condition; third, to Tenant, to reimburse Tenant for all costs related to the construction and development of the Improvements; and the balance to be paid to Landlord.

(d) Deposit of Funds for Restoration. So long as there exists a Leasehold Mortgage, all fire and extended coverage insurance proceeds shall be deposited with the holder of such Leasehold Mortgage having the first lien priority. If there is no Leasehold Mortgage, such proceeds shall be deposited with a national bank or financial institution. In any event such proceeds shall be received, held and paid out by such Leasehold Mortgagee, if any, or by such bank, and shall be disbursed for restoration of the casualty damage as follows:

- (i) Landlord and all Leasehold Mortgagees shall have the right to approve the plans and specifications for the proposed work, which approval shall not be unreasonably withheld, delayed or conditioned.
- (ii) The insurance proceeds will be paid to Tenant in installments as follows: each such installment is to be advanced by such Leasehold Mortgagee or disbursed by such bank, as the case may be, in an amount equal to the cost of the work completed (including Tenant's reasonable overhead directly related or reasonably allocated thereto) since the last prior advance (or since commencement of work, as to the first advance) according to a certificate by the Tenant's architect in charge, less statutorily required retainage in respect of mechanic's and materialman's liens, together with a reasonable showing of bills for labor and material.

(e) No Abatement. In the event of any such casualty, the Rent and other payments herein provided for shall not be abated, and the occurrence of any such casualty shall not cause a termination of this Lease except as herein provided.

(f) No Restoration. Notwithstanding this Section 7.2 of this Lease, in the event of damage or destruction by a casualty insured against which damage, Tenant in good faith determines (subject to the rights of any Leasehold Mortgagee) is such that the reconstruction of economically viable improvements is not practicable, either because (a) the insurance proceeds demonstrably available for the purpose of paying for repair and restoration are not sufficient to repair such loss or damage, or (b) such repair or restoration cannot be carried out in accordance with applicable law, such as then-current building or zoning law, or (c) the Leasehold Mortgagee with the right to control the disbursement of such proceeds has refused to release such proceeds to Tenant for restoration or repair, then Tenant shall have the right, with the prior written consent of all of the Leasehold Mortgagees, to terminate this Lease upon thirty (30) days' notice to Landlord and all Leasehold Mortgagees in which event the insurance proceeds shall be payable as set forth in this Section 7.2.

(g) Termination of Lease. If such casualty occurs and Tenant elects to terminate the Lease in accordance with this Section 7.2, the net insurance proceeds shall be allocated in the following order of priority: first, to the satisfaction and discharge of all Leasehold Mortgages in order of their respective mortgage lien priorities; second, to Tenant until it has received an amount equal to its investment in the Premises (i.e., the equity) and the balance of the proceeds, if any, shall be distributed to Landlord in accordance with the value of its estate in the Premises determined as of the date of the casualty, but without regard to the termination of the Lease, the values of Landlord's estate to be agreed upon by the parties.

Article 8
Intentionally Omitted.

Article 9
Condemnation

9.1 If the whole or substantially all of the Land or Improvements shall be taken for a public or quasi-public use by the exercise of the power of eminent domain or by purchase under threat of condemnation by any governmental agency, this Lease shall terminate in its entirety on the date the condemning authority actually consummates such taking of the Land or Improvements, and the Tenant shall have no further obligations to pay Rent. In the event of any such taking, Landlord and Tenant shall together make one claim for an award for their combined interests in the Land and Improvements including an award for severance damages if less than the whole shall be so taken. If the whole or substantially all of the Land or Improvements shall be so taken, then the condemnation proceeds, including any severance damages, shall be distributed to Tenant (subject to the requirements of the applicable Leasehold Mortgagee Loan Documents) to the extent that it is attributable to Tenant's leasehold estate, the Improvements, or Tenant's personal property (or that of its invitees, agents, or subtenants) and then to Landlord to the extent that it is attributable to the Landlord's estate. Each of the parties shall execute and deliver any and all documents that may be reasonably required in order to facilitate collection of the awards.

9.2 If less than substantially all of the Land or Improvements shall be taken for any public or quasi-public use under the power of eminent domain or by purchase under threat of condemnation by any governmental agency, or if any appurtenances of the Land or areas outside the boundaries of the Land or rights in, under, or above the streets adjoining the Land or the rights and benefits of light, air, or access from or to such streets, shall be so taken, or the grade of any such streets shall be changed, in any such case in a manner that the remaining portion of the Land can be adapted and economically operated for the purposes of the Project and in substantially the same manner as it was operated prior thereto in Tenant's good faith business judgment, Tenant shall give prompt notice thereof to Landlord, this Lease shall continue in full force and effect and Rental shall be equitably abated. Tenant shall proceed, with reasonable diligence, to perform any necessary repairs and to restore the Improvements to an economically viable unit in strict accordance with all legal requirements, and as nearly as possible to the condition the Improvements were in immediately prior to such taking. The condemnation proceeds shall be paid to Tenant or as Tenant may direct (subject to the requirements of the Leasehold Mortgagee Loan Documents) as the restoration of the Improvements progresses, to pay or reimburse Tenant for the cost of such restoration. Any portion of the condemnation proceeds not so used for such restoration shall be paid to Tenant (subject to the requirements of the Leasehold Mortgagee Loan Documents) to the extent that it is attributable to Tenant's leasehold estate, or Tenant's personal property or the Improvements (or that of its invitees, agents, or subtenants) and to Landlord to the extent that it is attributable to the Landlord's estate.

9.3 If the temporary use (but not leasehold title) of the whole or any part of the Land or the Improvements shall be taken as aforesaid, this Lease shall not be affected in any way and Tenant shall

continue to pay all Rental due hereunder. All condemnation proceeds as a result of such temporary use shall be paid to Tenant. A temporary taking shall last no longer than six (6) months and shall involve less than a substantial portion of the Land. Any other taking shall be governed by Sections 9.1 and 9.2 above.

9.4 Notwithstanding anything to the contrary contained in this Lease, in case of any governmental action not resulting in the taking or condemnation of any portion of the Premises but creating a right to compensation therefor, including, without limitation, the changing of the grade of any street upon which the Premises abut, then this Lease shall continue in full force and effect without reduction, diminution or abatement of Rental and the entire award shall be paid to Landlord.

9.5 In any condemnation proceeding affecting the Land or Improvements which may affect Landlord's estate and Tenant's estate, both parties shall have the right to appear in and defend against such action as they deem proper in accordance with their own interests. To the extent possible, the parties shall cooperate to maximize the condemnation proceeds payable by reason of the condemnation. Issues between Landlord and Tenant required to be resolved pursuant to this Article shall be joined in any such condemnation proceeding to the extent permissible under then applicable procedural rules of such court of law or equity for the purpose of avoiding multiplicity of actions and minimizing the expenses of the parties.

9.6 This Article 9 is subject to the rights of Leasehold Mortgagees as more particularly set forth in Article 27 (which shall control in the event of a conflict). In addition, notwithstanding any provision in this Lease to the contrary, if there is a condemnation, the Leasehold Mortgagees will be entitled to receive all condemnation awards (up to the amount of the indebtedness secured by the Leasehold Mortgages) otherwise payable to Tenant and/or Landlord or both and apply them in accordance with the Leasehold Mortgagee Loan Documents.

Article 10
Intentionally Omitted.

Article 11
Construction of the Improvements

11.1 Tenant shall promptly and expeditiously construct the Improvements such that construction shall be completed on or before the Completion Date, shall either directly pay any applicable architect, general contractor, subcontractor, and insurance agent, or reimburse Landlord, for any and all costs associated with the construction of the Improvements. Tenant shall obtain all necessary permits, consents, certificates and approvals for the construction of the Improvements required under the Requirements. Landlord, at no cost or expense to it, shall execute and deliver any documents or instruments reasonably required to obtain such permits, consents, certificates and approvals, provided such documents or instruments do not impose any liability or obligation on Landlord or vary or modify the rights and obligations of the parties under this Lease or adversely affect or impact the Landlord in any way.

11.2 As and when received by Tenant, Tenant shall furnish Landlord with a true copy of the temporary or permanent Certificates of Occupancy for the buildings.

11.3 The Completion Date shall be extended for a period of time equal to the number of days during which the Tenant is prevented from proceeding with the construction of the Improvements by reason of Force Majeure.

11.4 The parties agree that any and all Improvements shall at all times during the Term remain the property of Tenant and Landlord shall have no rights, including, without limitation, any lien rights, in

or to the Improvements. On the Expiration Date, Tenant shall quit and surrender the Premises to Landlord in its AS-IS condition.

Article 12
Repairs; Services

12.1 Tenant shall take good care of the Premises, including, without limiting the generality of the foregoing, any improvement presently or hereafter located on the Land, all sidewalks, vaults, sidewalk hoists and curbs in front of or adjacent to the Premises, and all water, sewer and gas connections, pipes and mains which service the Premises and which neither City nor a utility company is obligated to repair and maintain, and shall put, keep and maintain any improvement presently or hereafter located on the Land in good and safe order and working condition, and make all repairs therein and thereon, interior and exterior, structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen, necessary to keep the same in good and safe order and working condition and to comply with all applicable Requirements, howsoever the necessity or desirability therefor may occur, and whether or not necessitated by wear and tear, obsolescence or defects, latent or otherwise. The necessity and adequacy of repairs made shall be measured by standards which are appropriate for buildings of similar age, construction and use. Tenant shall not commit or suffer, and shall use all reasonable precaution to prevent, waste, damage or injury to the Premises. When used in this Lease, the term “repairs” shall include all alterations, additions, installations, replacements, removals, renewals and restorations. All repairs made by Tenant shall be at least equal in quality and class to the original work and shall be made in compliance with all Requirements, as then in force.

12.2 Landlord shall not be required to furnish any services, utilities or facilities whatsoever to the Premises, nor shall Landlord have any duty or obligation to make any alteration, change, improvement, replacement, restoration or repair to, or to demolish, any improvement presently or hereafter located on the Land. Tenant assumes the full and sole responsibility for the condition, operation, repair, alteration, improvement, replacement, maintenance and management of the Premises.

Article 13
Intentionally Omitted.

Article 14
Requirements of Public Authorities and of Insurance Underwriters and Policies

14.1 Tenant shall promptly comply with any and all applicable present and future laws, rules, orders, ordinances, directives, authorities regulations, statutes, requirements, codes, orders, permits and authorizations, without regard to the nature of the work required to be done, extraordinary, as well as ordinary, of all federal, state, city, county or other Governmental Authorities now existing or hereafter created, of any and all of their departments, agencies, authorities and bureaus and of any applicable fire-rating bureau or other body exercising similar functions (collectively, “Requirements”) affecting the Premises or any sidewalk comprising a part or in front thereof and/or any vault in or under the same, or requiring the removal of any encroachment, or affecting the maintenance, use or occupation of the Premises, whether or not the same involve or require any structural changes or additions in or to the Premises, and without regard to whether or not such changes or additions are required on account of any particular use to which the Premises or any part thereof may be put. Tenant also shall comply with any and all provisions and requirements of any document of record or casualty, liability or other insurance policy required to be carried by Tenant under the provisions of this Lease, which shall be included in the definition of “Requirements” if and when applicable.

14.2 Tenant shall have the right to contest the validity of any Requirement or the application thereof. Any such proceedings instituted by Tenant shall begin as soon as is reasonably possible after the issuance of any such contested matters and shall be prosecuted to final adjudication with reasonable dispatch. Notwithstanding the foregoing, Tenant promptly shall comply with any such Requirement, and compliance shall not be deferred if, (a) in Landlord's reasonable estimation, at any time the Premises, or any part thereof, shall be in danger of being forfeited, lost, adversely affected or impaired; (b) such noncompliance shall cause Landlord to be in default under any Fee Mortgage; or (c) Landlord shall be in danger of being subject to criminal and/or civil liability or penalty by reason of noncompliance therewith. Landlord shall cooperate with Tenant in any such contest to such extent as Tenant may reasonably request, it being understood, however, that Landlord shall not be subject to any liability for the payment of any costs or expenses in connection with any proceedings brought by Tenant.

Article 15
Intentionally Omitted.

Article 16
Discharge of Liens; Bonds

16.1 Except for any Leasehold Mortgage, subleases or assignment of leases and/or rents or any security interests in equipment collateral to a Leasehold Mortgage, Tenant shall not create or cause to be created any lien, encumbrance or charge upon Tenant's leasehold estate in the Premises or any part thereof or upon the income therefrom. Tenant shall not create or cause to be created any lien, encumbrance or charge upon any assets of Landlord or upon the estate, rights or interest of Landlord in the Premises or any part thereof. Tenant shall have the right to sublease portions of the Land and the Improvements during the Term of this Lease in accordance with Tenant's normal business practices and pursuant to the restrictions on use as set forth in Section 13 of that certain Agreement for the Sale and Redevelopment of Land dated December 16, 2015 and recorded with the Office of the Cook County Recorder of Deeds as document number 1535029032 on December 16, 2015 (the "RDA") and in accordance with the terms of any Leasehold Mortgage, provided that, for the absence of all doubt, the following sublease purposes are expressly approved as consistent with the terms of the RDA: an urban farming campus outfitted for educational programming, workforce development activities, farming and composting operations, farmstand sales of food and other farm products, and kiosks for related community vending and entrepreneurship focused on sustainable urban agriculture.

16.2 Notice is hereby given, and Tenant shall cause all Construction Agreements to provide that, to the extent enforceable under applicable law, Landlord shall not be liable for any work performed or to be performed at the Premises for Tenant or any subtenant or for any materials furnished or to be furnished at the Premises for any of the foregoing, and that no mechanics' or other lien for such work or materials shall attach to or affect the estate or interest of Landlord in and to the Premises or any part thereof, or any assets of Landlord.

16.3 Tenant shall have no power to do any act or make any contract which may create or be the foundation for any lien, charge, mortgage or other encumbrance upon the estate or assets of Landlord or of any interest of Landlord in the Premises.

Article 17
No Representations by Landlord

17.1 Tenant acknowledges that Tenant is fully familiar with the Premises and the physical condition thereof. Tenant accepts the Premises in the existing condition and state of repair in an "as-is," "where-is" condition, with all faults, and, except as otherwise expressly set forth in this Lease, no

representations, statements or warranties, written or oral, express or implied, have been made by or on behalf of Landlord in respect of the Premises, the status of title thereof, the physical condition thereof, the zoning or other laws, regulations, rules and orders applicable thereto, any Impositions or the use that may be made of the Premises, that Tenant has relied on no such representations, statements or warranties, and that Landlord shall in no event whatsoever be liable for any latent or patent defects in the Premises.

17.2 Landlord will deliver possession of the Premises on the Commencement Date.

Article 18

Landlord Not Liable for Injury or Damage. Etc.

18.1 Landlord shall not in any event whatsoever be liable for any injury or damage to Tenant or to any other Person happening in, on or about the Premises and its appurtenances, nor for any injury or damage to the Premises or to any property belonging to Tenant or any other Person which may be caused by any fire or breakage or by any other cause whatsoever or by the use, misuse or abuse of any improvement presently or hereafter located on the Land, or the streets, parking area or sidewalk area within the Premises or which may arise from any other cause whatsoever, unless caused solely by the gross negligence or willful misconduct of Landlord, its officers, agents, employees or licensees.

18.2 Landlord shall not be liable to Tenant or to any other Person for any failure of water supply, gas, telephone, internet or electric current, nor for any injury or damage to any property of Tenant or of any other Person or to the Premises caused by or resulting from gasoline, oil, steam, gas or electricity or hurricane, tornado, flood, wind or similar storms or disturbances, or water, rain, sleet, ice or snow which may leak or flow from the street, sewer, gas mains or subsurface area or from any part of the Premises, or leakage of gasoline or oil from pipes, storage tanks, appliances, sewers or plumbing works therein, or from any other place or from any other cause, nor for interference with light or other incorporeal hereditaments by anybody, or caused by any public or quasi-public work, unless any of the foregoing results solely from the gross negligence or willful misconduct of Landlord, its officers, agents, employees or licensees.

Article 19

Indemnification of Landlord

19.1 Tenant shall not do or permit any act or thing to be done upon the Premises which may subject Landlord to any liability or responsibility for injury, damage to Persons or property, or to any liability by reason of any violation of law or of any Requirement, and shall exercise such control over the Premises so as to fully protect Landlord against any such liability. Tenant shall indemnify and save Landlord and any member, agent, beneficiary, contractor, director, employee, lessor, mortgagee, officer, parent, partner, shareholder and trustee of Landlord (each an "Indemnified Party") harmless from and against any and all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses, including, without limitation, engineers', architects' and attorneys' fees, court costs and disbursements, which may be imposed upon or incurred by or asserted against any Indemnified Party by reason of any act or omission of Tenant, or any of Tenant's subtenants, licensees, invitees, contractors, agents or employees, during or after (but attributable to a period of time falling within) the Term.

19.2 The obligations of Tenant under this Article 19 shall not be affected in any way by the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Premises or any part thereof.

19.3 If any claim, action or proceeding is made or brought against any Indemnified Party against which it is indemnified pursuant to Section 19.1 hereof, then, upon demand by Landlord, Tenant shall resist or defend such claim, action or proceedings in Landlord's name, if necessary, by the attorneys for Tenant's

insurance carrier (if such claim, action or proceeding is covered by insurance), otherwise by such attorneys as Landlord shall approve, which approval shall not be unreasonably withheld or delayed. The foregoing notwithstanding, Landlord may engage its own attorneys to defend it or to assist in its defense, and Tenant shall pay the reasonable fees and disbursements of such attorneys.

19.4 The provisions of this Article 19 shall survive the Expiration Date with respect to any liability, suit, obligation, fine, damage, penalty, claim, cost, charge or expense arising out of or in connection with any matter which is the subject of indemnification under this Article 19. Tenant's indemnity obligations hereunder shall be limited to the extent required by applicable law.

Article 20
Intentionally Omitted.

Article 21
Landlord's Right to Perform Tenant's Covenants

21.1 If Tenant at any time shall fail to pay any Imposition in accordance with the provisions hereof, or to take out, pay any insurance premiums for, maintain or deliver any of the insurance policies in the manner provided for herein, or shall fail to pay any Rental hereunder as and when due, or perform any other act on its part required to be made or performed hereunder, then at any time after furnishing ten (10) Business Days prior notice to Tenant and each Leasehold Mortgagee of any Event of Default, Landlord, without waiving or releasing Tenant from any obligation of Tenant contained in this Lease or waiving or releasing any rights of Landlord hereunder, at law or in equity, may (but shall be under no obligation to) pay any Imposition, insurance premium, or any other sums, costs, expenses, charges, payments or deposits payable by Tenant hereunder, or perform any other act on Tenant's part required to be made or performed as provided in this Lease.

21.2 All sums paid by Landlord and all costs and expenses incurred by Landlord in connection with the performance of any such obligation, shall be paid by Tenant to Landlord on demand as Rental. Any payment or performance by Landlord pursuant to the foregoing provisions of this Article 21 shall not be nor be deemed to be a waiver or release of breach or default of Tenant with respect thereto or of the right of Landlord to terminate this Lease, institute summary proceedings and/or take such other action as may be permissible hereunder, at law or in equity if an Event of Default by Tenant shall have occurred.

Article 22
No Abatement of Rental

Except as may be otherwise expressly provided herein, there shall be no abatement, diminution or reduction of Rental payable by Tenant hereunder or of the other obligations of Tenant hereunder under any circumstances. The parties intend that the obligations of Tenant hereunder shall be separate and independent covenants and agreements and shall continue unaffected unless such obligations shall have been modified or terminated pursuant to an express provision of this Lease.

Article 23
Permitted Use: No Unlawful Occupancy; Operation of the Premises

23.1 Subject to the provisions of law and this Lease, Tenant shall be permitted to occupy the Premises in accordance with the Certificates of Occupancy for the Premises in effect from time to time during the Term.

23.2 Tenant shall not use or occupy the Premises or any part thereof, or permit or suffer the Premises or any part thereof to be used or occupied for any unlawful business, use or purpose or in such manner as to constitute in law or in equity a nuisance of any kind (public or private), or for any use which might adversely affect the reputation of Landlord or for any dangerous or noxious trade or business or for any purpose or in any way in violation of the Certificates of Occupancy for the Premises in effect from time to time during the Term or of any Requirement, or which may make void or voidable any insurance then in force on the Premises. Tenant shall take, immediately upon the discovery of any such prohibited use, all necessary steps, legal, equitable and otherwise, to compel the discontinuance of such use.

23.3 Tenant shall not suffer or permit the Premises or any portion thereof to be used by the public without restriction or in such manner as might reasonably tend to impair title to the Premises or any portion thereof, or in such manner as might reasonably make possible a claim or claims of adverse usage or adverse possession by the public, as such, or of implied dedication of the Premises or any portion thereof. Tenant shall comply and shall cause all occupants of the Premises to comply with all recorded use restrictions applicable to the Premises, including, without limitation, shall not permit the Premises to be used for any of the NMTC Prohibited Uses (as defined in Section 23.4 hereof).

23.4 Notwithstanding any other provision of this Article, Tenant shall not (a) rent the Premises as residential rental property to others, or permit any Person or entity to rent the Premises as residential rental property to others, (b) use, or suffer or permit any Person or entity to use the Premises or any portion thereof for any purpose (i) for any trade or business consisting of the operation of any private or commercial golf course, country club, massage parlor, hot tub facility, suntan facility, racetrack or other facility used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises, or (ii) in the activity of farming (within the meaning of Section 2032A(e)(5)(A) or (B) of the Internal Revenue Code of 1986, as amended) (the foregoing collectively referred to as “NMTC Prohibited Uses”).

23.5 Tenant shall not suffer or permit the Land or the Premises to be used for any purpose in violation of Section 13.3 of the RDA without the prior written consent of the Commissioner of the Department of Planning and Development of the City of Chicago, including expressly the written consent letter being executed and delivered as of the date hereof broadening the approved uses of the Land, Property and Project to any uses contemplated by Industrial Planned Development Number 1443 in the event that the CDEs or Senior Lenders should need to foreclose on the interests of Landlord during the term of any of their loans.

Article 24 Events of Default and Remedies

24.1 Each of the following events shall be an “Event of Default” hereunder:

(a) if Tenant shall fail to observe or perform one or more of the other material terms, conditions, covenants or agreements of this Lease and such failure shall not be cured by Tenant within thirty (30) days after written notice thereof by Landlord to Tenant specifying such failure (unless such failure requires work to be performed, acts to be done or conditions to be removed which cannot either by their nature or by reason of Unavoidable Delays reasonably be performed, done or removed, as the case may be, within such 30-day period, in which case no Event of Default shall be deemed to exist as long as Tenant shall have commenced curing the same within such 30-day period and shall continuously prosecute the same to completion with reasonable diligence, subject to Unavoidable Delays);

(b) to the extent permitted by law, if Tenant shall admit, in writing, that it is unable to pay its debts as such debts become due;

(c) to the extent permitted by law, if Tenant shall make an assignment for the benefit of creditors;

(d) to the extent permitted by law, if Tenant shall file a voluntary petition under Title 11 of the United States Bankruptcy Code, as amended from time to time, or if such petition is filed against Tenant and an order for relief is entered, or if Tenant shall file any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal Bankruptcy Code or any other present or future applicable federal, state or other statute or law, or shall seek or consent to or acquiesce to or suffer the appointment of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of Tenant, or of all or any substantial part of its properties or of the Premises or any interest therein of Tenant, or if Tenant shall take any corporate (or partnership) action in furtherance of any action described in Sections 24.1(b), (c) or (d) hereof;

(e) to the extent permitted by law, if within sixty (60) days after the commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other present or future applicable federal, state or other statute or law, such proceeding shall not have been dismissed; or if, within one hundred twenty (120) days after the appointment, without the consent or acquiescence of Tenant, of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of Tenant or of all or any substantial part of its properties or of the Premises or any interest therein of Tenant, such appointment shall not have been vacated or stayed on appeal or otherwise, or if, within one hundred twenty (120) days after the expiration of any such stay, such appointment shall not have been vacated;

24.2 If an Event of Default shall occur, Landlord may elect to proceed by appropriate judicial proceedings, either at law or in equity, to enforce the performance or observance by Tenant of the applicable provisions of this Lease and/or to recover damages for breach thereof.

24.3

(a) If any Event of Default described in Section 24.1 shall occur and Landlord, at any time thereafter, at its option, gives notice to Tenant stating that this Lease and the Term shall expire and terminate on the date specified in such notice, which date shall not be less than ten days after the giving of such notice, and if, on the date specified in such notice, Tenant shall have failed to cure the Default which was the basis for the Event of Default, then this Lease and the Term and all rights of Tenant under this Lease shall expire and terminate as if the date specified in the notice given pursuant to this Section 24.3 were the date herein definitely fixed for the expiration of the Term, and Tenant immediately shall quit and surrender the Premises, but Tenant shall remain liable as hereinafter provided. Anything contained herein to the contrary notwithstanding, if such termination shall be stayed by order of any court having jurisdiction over any proceeding described in Section 24.1(d) or 24.1(e) hereof, or by federal or state statute, following the expiration of any such stay, or if the trustee appointed in any such proceeding, Tenant or Tenant as debtor-in-possession shall fail to assume Tenant's obligations under this Lease within the period prescribed therefor by law or within 120 days after entry of the order for relief or as may be allowed by the court, or if said trustee, Tenant or Tenant as debtor-in-possession shall fail to provide adequate protection of Landlord's right, title and interest in and to the Premises or adequate assurance of the complete and continuous future performance of Tenant's obligations under this Lease, then Landlord, to the extent permitted by law or by leave of the court having jurisdiction over such proceeding, shall have the right, at its election, to terminate this Lease on five days' notice to Tenant, Tenant as debtor-in-possession or said trustee, and upon the expiration of said five day period this Lease shall cease and expire as aforesaid, and

Tenant, Tenant as debtor-in-possession or said trustee, as the case may be, shall immediately quit and surrender the Premises as aforesaid.

(b) If this Lease shall be terminated as provided in Section 24.3(a), Landlord, without notice, may dispossess Tenant by summary proceedings or otherwise.

24.4 No termination of this Lease pursuant to Section 24.3(a) or (b) hereof, and no taking possession of and/or reletting the Premises, or any part thereof, pursuant to Sections 24.3(b), shall relieve Tenant of its liabilities and obligations hereunder, except as specifically provided herein, all of which shall survive such expiration, termination, repossession or reletting except as otherwise specifically provided.

24.5 No failure by either party to insist upon the strict performance by the other party of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no payment or acceptance of full or partial Rental during the continuance of any such breach, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Lease to be performed or completed with by either party, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

24.6 Subject to Section 40.5, each right and remedy of Landlord and Tenant provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by a party of any of one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by such party of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

24.7 If an order for relief is entered or if a stay of proceeding or other acts becomes effective in favor of Tenant or Tenant's interest in this Lease, in any proceeding which is commenced by or against Tenant under the present or any future applicable federal Bankruptcy Code or any other present or future applicable federal, state or other statute or law, Landlord shall be entitled to invoke any and all rights and remedies available to it under such bankruptcy code, statute, law or this Lease, including, without limitation, such rights and remedies as may be necessary to adequately protect Landlord's right, title and interest in and to the Premises or any part thereof and/or adequately assure the complete and continuous future performance of Tenant's obligations under this Lease.

Article 25 Notices

25.1 Whenever it is provided in this Lease that a notice, demand, request, consent, approval or other communication (each of which is herein referred to as a "Notice") shall or may be given to or served upon either of the parties by the other, and whenever either of the parties shall desire to give or serve upon the other any Notice with respect hereto or the Premises, each such Notice shall be in writing and shall not be effective for any purpose unless given or served as follows:

(a) if given by Landlord, by a nationally recognized overnight courier service, personal delivery or by mailing the same to Tenant by certified or registered mail, postage prepaid, return receipt requested, addressed to Tenant at 650 W 83rd Street, Chicago, Illinois 60620 with a copy thereof to Jay Readey c/o Ginsberg Jacobs LLC, 300 South Wacker Drive, Suite 2750, Chicago, IL 60606 (Tenant's

attorney), copies to Leasehold Mortgagees at the notice addresses listed in Exhibit C, and/or to such other address(es) and attorneys as Tenant may from time to time designate by Notice given to Landlord in the manner set forth below; and

(b) if given by Tenant, by a nationally recognized overnight courier service, personal delivery or by mailing the same to Landlord by certified or registered mail, postage prepaid, return receipt requested, addressed to Landlord at 218 North Jefferson Street, Suite 300, Chicago, Illinois 60661 with a copy thereof to Jay Readey c/o Ginsberg Jacobs LLC, 300 South Wacker Drive, Suite 2750, Chicago, IL 60606 (Landlord's attorney), copies to Leasehold Mortgagees at the notice addresses listed in Exhibit C, and/or to such other address(es) and attorneys as Landlord may from time to time designate by Notice given to Tenant in the manner set forth above.

25.2 Every Notice shall be deemed to have been given or served upon receipt or refusal of receipt if delivered personally, if delivered by a nationally recognized overnight courier service, one Business Day after deposit with same, or if mailed, on the third Business Day after the same shall have been deposited in the United States mails in the manner aforesaid.

Article 26 Street Widening

If at any time during the Term any proceedings are instituted or orders made by any Governmental Authority for the widening or other enlargement of any street contiguous to the Premises requiring removal of any projection or encroachment on, under or above any such street, or any changes or alterations upon the Premises or any part thereof, or the curbs and sidewalks adjacent thereto, Tenant promptly shall comply with such requirements. Tenant shall be permitted to contest in good faith any proceeding or order for such street widening instituted or made by any Governmental Authority, *provided that* during the pendency of such contest Tenant deposits with Landlord security in amount and form reasonably satisfactory to Landlord for the performance of the work required in the event that Tenant's contest should fail. In no event shall Tenant permit Landlord to become liable for any criminal and/or civil liability or penalty as a result of Tenant's failure to comply with reasonable diligence, subject to Unavoidable Delays, with any of the foregoing orders. Any taking (as such term is used in Article 9 hereof) by a Governmental Authority for a street widening or enlargement shall be deemed a partial condemnation and be subject to the provisions of Article 9 hereof.

Article 27 Leasehold Mortgages; Subordination; Attornment

27.1 Fee Mortgages. Any Fee Mortgage granted after the date hereof shall be automatically subordinate to this Lease and any Leasehold Mortgage, and Landlord need not join in, or "subordinate the Fee Estate to," any Leasehold Mortgage in order to effectuate such subordination. Landlord hereby represents and warrants that as of the date of this Ground Lease there exists no Fee Mortgage or if there does exist any such Fee Mortgage such Fee Mortgage shall be released, discharged and terminated on or before the date of this Ground Lease without cost or expense to Tenant.

27.2 Nondisturbance. *Provided that* any Fee Mortgagee shall execute and deliver to Tenant and, if requested, to each Leasehold Mortgagee, at no cost to Tenant or any Leasehold Mortgagee, an agreement to the effect that, if there shall be a foreclosure of such Fee Mortgage, such Fee Mortgagee will not make Tenant or any Leasehold Mortgagee a party defendant to such foreclosure (unless required by applicable law to do so), nor in any other way foreclose Tenant or any Leasehold Mortgagee, from its rights, evict Tenant, disturb Tenant's possession under this Lease, or terminate or disturb Tenant's leasehold estate or rights hereunder (any such agreement, or any agreement of similar import, from a Fee Mortgagee being

hereinafter called a “Nondisturbance Agreement”). Landlord agrees not to mortgage or otherwise encumber its interests in the Property and the Lease following the date hereof, unless all holders of any such mortgage or other encumbrance expressly agree to be subject to and bound by the terms of the Lease (expressly including this Section) and that no foreclosure or other enforcement of such mortgage or other encumbrance will disturb or effect the Lease or the rights of Leasehold Mortgagees hereunder. Tenant shall not subordinate its interest in the Lease to any future mortgage of Landlord’s interests in the Premises. Notwithstanding the foregoing, Landlord shall not be entitled to enter into any Fee Mortgage without the prior written consent of all Leasehold Mortgagees.

27.3 Attornment. If any Fee Mortgagee, or any of its successors or assigns, or any other person claiming by or through any such Fee Mortgagee or by or through any foreclosure proceeding of any such Fee Mortgagee, shall succeed to the rights of Landlord under this Lease, Tenant shall attorn to and recognize such successor as Tenant’s landlord under this Lease, and Tenant shall promptly execute and deliver at any time any instrument that may be necessary to evidence such attornment. Upon such attornment, this Lease shall continue in full force and effect as a direct lease between Tenant and such successor Landlord, upon and subject to all of the then executory terms, covenants and conditions of this Lease. The provisions of this Section shall be self-operative, and no instrument of any such attornment shall be required or needed by the holders of any such Fee Mortgagee. In confirmation of any such attornment Tenant shall, at Landlord’s request or at the request of any such Fee Mortgagee, promptly execute and deliver such further instruments as may be reasonably required by any such Fee Mortgagee.

27.4 Rights of Leasehold Mortgagees. Landlord agrees that each Leasehold Mortgagee shall be entitled to exercise any and all rights and remedies available to such Leasehold Mortgagee under its Leasehold Mortgage, under any other documents which govern the agreement between such Leasehold Mortgagee and Tenant and under applicable laws, including, without limitation, foreclosure, appointment of a receiver, acceptance of a deed in lieu of foreclosure, all without notice to or consent of Landlord. Notwithstanding any provision herein to the contrary, Landlord agrees that a Leasehold Mortgagee shall be entitled to sell or transfer the leasehold interest in the Premises to any third party in accordance with the terms and conditions of its Leasehold Mortgage and applicable laws and such third party shall succeed to all of Tenant’s rights, title and interest in, to and under the Lease without further notice to or consent of Landlord; provided that such third party, if requested by Landlord, agrees to be bound by, and subject to, the terms and conditions of this Lease.

27.5 Landlord Covenants. Landlord covenants that notice of a breach of this Lease on the part of Tenant given to Tenant shall be simultaneously given to each Leasehold Mortgagee (each a “Leasehold Mortgagee Notice”) at the notice addresses provided in Exhibit C. Failure to serve a copy of a Leasehold Mortgagee Notice upon a Leasehold Mortgagee shall render the notice ineffective as to such Leasehold Mortgagee. Each Leasehold Mortgagee shall have the same period given in this Lease to Tenant, after the giving of a Leasehold Mortgagee Notice to such Leasehold Mortgagee at its election, to remedy or cause to be remedied the default of Tenant cited, plus an additional period of sixty (60) days (which additional cure period shall also apply to Events of Default for which Tenant does not have a cure period), and if such default cannot with reasonable diligence be cured within such additional sixty (60) day period, an additional time thereafter sufficient to cure the default, provided that such cure is initiated prior to the expiration of such additional sixty (60) day period and thereafter the curing of the same is prosecuted with diligence. If a Leasehold Mortgagee must be in possession of the Premises to cure the default, it shall have one hundred twenty (120) days after receipt of its Leasehold Mortgagee Notice within which to either (i) obtain possession of the Premises (including possession by a receiver) and cure such default or (ii) institute foreclosure proceedings to acquire Tenant’s interest and prosecute such proceedings with diligence. Notwithstanding the foregoing, if Tenant is the subject of any of the insolvency proceedings and such Leasehold Mortgagee is legally prevented from paying such sums or curing such defaults within the times above set forth, then such one hundred twenty(120) day period shall be extended until one hundred twenty

(120) days after the earlier of the dismissal of the proceedings or such Leasehold Mortgagee obtaining a lifting of the automatic stay or other court order allowing it to obtain possession of the Premises or foreclose on the Premises. Until the expiration of such periods, Landlord will not exercise its remedy to terminate this Lease but shall be permitted to exercise its other remedies provided for hereunder or under applicable law, after prior reasonable notice to Tenant and all Leasehold Mortgagees, to secure the Premises to safeguard the public and avoid or limit waste or deterioration of the Premises, if Tenant has abandoned the Premises and no Leasehold Mortgagee has secured the Premises. In the case of an Event of Default which is not susceptible to being cured by a Leasehold Mortgagee (for example, the insolvency of Tenant), such Leasehold Mortgagee may institute foreclosure proceedings and, if so instituted, shall diligently prosecute the same to completion (unless in the meantime it shall acquire Tenant's estate hereunder, either in its own name or through a designee or nominee, by assignment in lieu of foreclosure) and, upon such completion of foreclosure or acquisition, such Event of Default shall be deemed to have been cured.

27.6 Performance of Tenant Covenants. Landlord shall accept performance by any Leasehold Mortgagee with the same effect as if any default under this Lease had been cured by Tenant, it being agreed that each Leasehold Mortgagee shall have the right, but not the obligation, to cure any default of Tenant hereunder, and that performance by or caused by a Leasehold Mortgagee shall be accepted as if the same had been done or caused to be done by Tenant; provided, however, that said Leasehold Mortgagee shall not thereby or hereby be subrogated to the rights of Landlord. Tenant may delegate irrevocably to any Leasehold Mortgagee the non-exclusive authority to exercise any or all of Tenant's rights hereunder, but no such delegation shall be binding upon Landlord unless and until either Tenant or such Leasehold Mortgagee shall give to Landlord a true copy of a written instrument effecting such delegation. Such delegation of authority may be effected by the terms of a Leasehold Mortgage itself, in which case service upon Landlord of an executed counterpart or conformed copy of said Leasehold Mortgage in accordance with this Article 27, together with written notice specifying the provisions therein which delegate such authority to said Leasehold Mortgagee, shall be sufficient to give Landlord notice of such delegation.

27.7 No Possession Required. No Leasehold Mortgagee shall be required to obtain possession or to continue in possession as Mortgagee of the Improvements or to continue to prosecute foreclosure proceedings after such Event of Default which is the subject of a Leasehold Mortgagee Notice shall be cured. Nothing herein shall preclude Landlord from exercising any of its rights or remedies with respect to any other Event of Default by Tenant during any period of such forbearance, but in such event the Leasehold Mortgagees shall have all of their rights provided for herein. If a Leasehold Mortgagee, its nominee, or a purchaser in a foreclosure sale, shall acquire title to Tenant's estate hereunder and shall cure all Events of Default which are susceptible of being cured by the Leasehold Mortgagees or by said purchaser, as the case may be, then prior Events of Default which are not susceptible to being cured by the Leasehold Mortgagees or by said purchaser shall no longer be deemed Events of Default hereunder.

27.8 Leasehold Mortgage Foreclosure. Foreclosure of any Leasehold Mortgage, or any sale thereunder, whether by judicial proceedings or by virtue of any power contained in any Leasehold Mortgage, or any conveyance of the leasehold estate hereunder from Tenant to any Leasehold Mortgagee or its designee or nominee through, or in lieu of, foreclosure or other appropriate proceedings in the nature thereof, shall not require the consent of Landlord nor shall they constitute a breach of any provision of or a default under this Lease. Upon such foreclosure, sale, or conveyance Landlord shall recognize such Leasehold Mortgagee or such designee as the Tenant hereunder. If any Leasehold Mortgagee or other third party shall acquire Tenant's estate as a result of a judicial or nonjudicial foreclosure under any Leasehold Mortgage, or by means of a deed in lieu of foreclosure, or through settlement of or arising out of any pending or contemplated foreclosure action, such Leasehold Mortgagee or such other third party purchaser shall thereafter have the right to further assign or transfer Tenant's estate to an assignee without Landlord's consent. Upon such acquisition of Tenant's estate as described in the preceding sentence by a Leasehold Mortgagee or its designee or nominee, Landlord shall promptly execute an assignment of this Lease to such

Leasehold Mortgagee, upon the written request therefor by such Leasehold Mortgagee or its designee or nominee given not later than one hundred twenty (120) days after such party's acquisition of the Tenant's estate. Such new ground lease shall be substantially similar in form and content to the provisions of this Lease, except with respect to the parties thereto, the term thereof (which shall be co-extensive with the remaining Term hereof), and the elimination of any requirements which have been fulfilled by Tenant prior thereto, and such new ground lease shall have priority equal to the priority of this Lease. Upon execution and delivery of such new ground lease, Landlord shall cooperate with the new Tenant, at the sole expense of said new Tenant, in taking such action as may be necessary to cancel and discharge this Lease and to remove Tenant named herein from the Land.

27.9 Cooperation. Landlord hereby acknowledges that potential and existing Leasehold Mortgagees of Tenant may require estoppel certificates, consents, approvals or other written documentation from Landlord and from certain third parties that may from time to time have a property, regulatory or other interest in the Premises in connection with existing or potential Leasehold Mortgages, and Landlord hereby agrees to (i) within 30 days after written request, deliver all such documentation as Tenant or any existing or prospective Leasehold Mortgagee may reasonably require, provided that nothing therein materially adversely affects the rights of Landlord, and (ii) promptly cooperate with Tenant and any such existing or potential Leasehold Mortgagee in order to obtain any such written documentation from any such third parties. It is understood that Landlord shall not be obligated to expend any funds or incur any liabilities in implementation of the foregoing sentence, and Landlord shall be reimbursed by Tenant for all such out-of-pocket costs and expenses reasonably incurred by Landlord in connection therewith. Tenant hereby acknowledges that potential and existing Fee Mortgagees of Landlord may require estoppel certificates, consents, approvals or other written documentation from Tenant and from certain third parties that may from time to time have a property, regulatory or other interest in the Premises in connection with existing or potential Fee Mortgages, and Tenant hereby agrees to (i) within 30 days after written request, deliver all such documentation as Landlord or any existing or prospective Fee Mortgagee may reasonably require, provided that nothing therein materially adversely affects the rights of Tenant, and (ii) promptly cooperate with Landlord and any such existing or potential Fee Mortgagee in order to obtain any such written documentation from any such third parties. It is understood that Tenant shall not be obligated to expend any funds or incur any liabilities in implementation of the foregoing, and Tenant shall be reimbursed by Landlord or any such Fee Mortgagees for all such out-of-pocket costs and expenses incurred by Tenant in connection therewith.

27.10 Notice of Leasehold Mortgagee Default. Tenant hereby agrees to forward to Landlord a copy of any notice of default under any Leasehold Mortgage held by a Leasehold Mortgagee within ten (10) days after Tenant's receipt thereof from the applicable Leasehold Mortgagee.

27.11 No Modification Without Consent, No Surrender. Each of Tenant and Landlord hereby agrees not to enter into any agreement canceling or surrendering this Lease or modifying or amending this Lease without the prior written consent of each Leasehold Mortgagee and no action by Tenant or Landlord to cancel, surrender, convey, terminate, amend or modify the terms of this Lease or the provisions of this Section 27.11 shall be binding upon any Leasehold Mortgagee without its prior written consent. Landlord shall not accept a voluntary surrender or termination of this Lease at any time when the leasehold estate is encumbered by a Leasehold Mortgage.

27.12 Insurance. A standard mortgage clause naming each Leasehold Mortgagee may be added to any and all insurance policies required to be carried by Tenant hereunder on the condition that the insurance proceeds are to be applied in the manner specified in this Lease and the Leasehold Mortgage may provide a manner for the disposition of such proceeds, if any, otherwise payable directly to Tenant pursuant to the provisions of this Lease.

27.13 Casualty and Condemnation. In the event of any casualty or condemnation affecting the Leased Premises, and notwithstanding any other provision of the Lease to the contrary, (i) any proceeds of insurance or condemnation that are required to be applied to restoration of any road or parking improvements to the Premises that existed prior to the Commencement Date shall be payable to Landlord for application to such restoration in accordance with the provisions of any Fee Mortgage then in effect, (ii) any proceeds of insurance or condemnation that are required to be applied to restoration of the Premises or improvements shall be payable to the Leasehold Mortgagees and administered by one or both of the Senior Lenders for application to such restoration in accordance with the provisions of the applicable Leasehold Mortgage, (iii) in any case in which any such proceeds are not required to be applied to restoration of the Premises or improvements, all such proceeds shall be payable first to Leasehold Mortgagees until the indebtedness and obligations under the Leasehold Mortgage have been paid and satisfied in full, after which they shall be paid to or apportioned between Landlord and/or Tenant as provided under the other provisions of the Lease, and (iv) no election by Tenant to terminate the Lease upon any such casualty or condemnation shall be effective without the prior written consent of each Leasehold Mortgagee.

27.14 Improper Payments. No payment made to Landlord by a Leasehold Mortgagee shall constitute an agreement that such payment was, in fact, due under the terms of this Lease; and a Leasehold Mortgagee having made any such payment to Landlord pursuant to Landlord's wrongful, improper or mistaken notice or demand shall be entitled to the return of any such payment or portion thereof provided demand shall have been made therefor not later than six (6) months after the date of its payment.

27.15 Inconsistency. Any conflict or inconsistency between the provisions of this Section 27 and provision elsewhere in this Lease shall be resolved in favor of the provisions of this Section 27.

27.16 No Personal Liability. In no event shall any Leasehold Mortgagee have or be deemed to assume any personal liability under the Lease or any personal liability for performance of any of Tenant's obligations under the Lease, it being agreed that (i) Leasehold Mortgagees' commencement of any foreclosure or any efforts to cure any Event of Default under the Lease shall be for their own protection and shall not by itself constitute an assumption of the Lease nor obligate Leasehold Mortgagees to complete any such proceedings or cure, (ii) upon completion of any foreclosure, the liability of Leasehold Mortgagee under any assumption of the Lease shall be limited to their investment in the leasehold interest under the Lease and improvements, and (iii) in the event a Leasehold Mortgagee or any affiliate or nominee thereof shall have acquired the leasehold interest under the Lease, upon any subsequent assignment of the Lease, the Leasehold Mortgagee or such any affiliate or nominee shall be released from any further liability under the Lease accruing after the date of such assignment. Further, notwithstanding anything to the contrary contained herein, a Leasehold Mortgagee will not be: (i) liable for any act or omission of any prior tenant (including Tenant), (ii) subject to any offsets or counterclaims that Landlord may have against a prior tenant (including Tenant), unless expressly provided for herein, (iii) bound by any notices given by Landlord to Tenant of which it did not also receive notice, (iv) required after a fire, casualty or condemnation of the Premises to repair or rebuild the same to the extent that such repair or rebuilding requires funds in excess of the insurance or condemnation proceeds specifically allocable to the Premises and arising out of such fire, casualty or condemnation that have actually been received by a Leasehold Mortgagee, and then only to the extent required by the terms of the Lease, (v) bound by any modification to the Lease made without Leasehold Mortgagees' consent, or (vi) obligated to commence or complete any construction or installation of any improvements upon the Land or to make any contribution towards any construction or installation of any improvements. The liability of any Leasehold Mortgagee under the Lease will continue only so long as such Leasehold Mortgagee is the tenant of the Premises, and such liability will not continue or survive with respect to claims accruing after further transfer of such interest.

27.17 Third Party Beneficiary. Each Leasehold Mortgagee shall be a third party beneficiary of all of the provisions of this Section 27, and such provisions shall not be amended without the prior written

consent of each Leasehold Mortgagee.

27.18 New Lease. Landlord agrees that in the event of termination of this Lease by reason of any Event of Default by Tenant, or by reason of the disaffirmance hereof by a receiver, liquidator, or trustee for Tenant or its property, Landlord will enter into a new lease of the Land with the most senior Leasehold Mortgagee(s) or its designee or nominee requesting a new lease for the remainder of the Term, effective as of the date of such termination, at the Rental, and upon the terms, provisions, covenants, and agreements as herein contained and subject to the rights, if any, of any subtenants then in possession of any part of the Land, provided:

- (i) Such Leasehold Mortgagee(s) shall make written request upon Landlord for the new lease within ninety (90) days after the date of termination.
- (ii) Such Leasehold Mortgagee(s) shall pay to Landlord at the time of the execution and delivery of the new lease any and all sums which would, at the time of the execution and delivery thereof, be due and unpaid pursuant to this Lease but for its termination, and in addition thereto any expenses actually incurred, including reasonable attorneys' fees, to which Landlord shall have been subjected by reason of the Event of Default.
- (iii) Such Leasehold Mortgagee(s) or its designee or nominee shall perform and observe all covenants herein contained on Tenant's part to be performed which are susceptible to being performed by such Leasehold Mortgagee(s) or its designee or nominee, and shall further remedy any other conditions which Tenant under the terminated Lease was obligated to perform under its terms, to the extent the same are curable or may be performed by such Leasehold Mortgagee(s) or its designee or nominee.
- (iv) The tenant under the new lease shall have the same right, title, and interest in and to all Improvements located on the Land as Tenant had under the terminated Lease immediately prior to its termination.
- (v) Notwithstanding anything to the contrary expressed or implied elsewhere in this Lease, any new lease made pursuant to this Section, shall be prior to any Leasehold Mortgage, Fee Mortgage or other lien, charge, or encumbrance on the Land or the Improvements, to the same extent as the terminated Lease (immediately prior to its termination), and shall be accompanied by a conveyance of title to the existing Improvements (free of any mortgage, deed of trust, lien, charge, or encumbrance created by Landlord) for a term of years equal to the term of the new lease, subject to the reversion in favor of Landlord upon expiration or sooner termination of the new lease. The rights granted any Leasehold Mortgagee to a new lease shall survive any termination of this Lease; however, in all events, Leasehold Mortgagee's rights under a new lease shall expire upon the expiration of the Term.
- (vi) If a Leasehold Mortgagee shall elect to demand a new lease under this Section, Landlord agrees to institute and pursue diligently to conclusion any appropriate legal remedy or remedies to oust, eject, or remove the original Tenant from the Land.

- (vii) Unless and until Landlord has received notice from all Leasehold Mortgagees that none of the Leasehold Mortgagees elect to demand a new lease as provided in this Section, or until the period therefore has expired, Landlord shall not cancel or agree to the termination or surrender of any existing subleases nor enter into any new subleases hereunder without the prior written consent of the Leasehold Mortgagees.

27.19 No Obligation to Cure. Nothing herein contained shall require any Leasehold Mortgagee to enter into a new lease pursuant to this Article 27, or to cure any default of Tenant referred to above.

27.20 No Personal Liability. In the event any Leasehold Mortgagee or its designee or nominee becomes the Tenant under this Lease or under any new lease obtained pursuant to this Article 27, such Leasehold Mortgagee or its designee or nominee shall, with the exception of liens against the Land that are superior to such Leasehold Mortgagee's interest, be personally liable for the obligations of Tenant under this Lease or a new lease only for the period of time that such Leasehold Mortgagee or its designee or nominee remains the actual beneficial holder of the Tenant's estate, and only to the extent provided in this Lease or such new lease, but, with the exception of liens against the Land that are superior to such Leasehold Mortgagee's interest, no Leasehold Mortgagee shall have any personal liability for the obligations of Tenant first arising prior to the date such Leasehold Mortgagee, or its designee or nominee, succeeded to the interests of the Tenant under this Lease or pursuant to a new lease. No Leasehold Mortgagee shall have any personal liability beyond its interest in the Improvements for the performance or payment of any covenant, liability, warranty, or obligation hereunder or under any new lease, new agreement, or other agreement entered into in connection herewith, and the Landlord agrees that it shall look solely to the interests of such Leasehold Mortgagee in the Improvements for payment or discharge of any such covenant, liability, warranty, or obligation. All liens superior to the Leasehold Mortgagee's interest must be resolved to the satisfaction of the Landlord before the Landlord will either recognize the Leasehold Mortgagee or its designee or nominee as the Tenant or before the Landlord will enter into a new lease with the Leasehold Mortgagee or its designee or nominee for the period remaining under the Term of the Lease.

27.21 Material Notices. The parties hereto shall promptly give each Leasehold Mortgagee notice of any arbitration, litigation, or condemnation proceedings, or of any pending adjustment of insurance claims as each may relate to the Improvements, and any Leasehold Mortgagee shall have the right to intervene therein and shall be made a party to such proceedings. The parties hereto do hereby consent to such intervention. In the event that any Leasehold Mortgagee shall not elect to intervene or become a party to the proceedings, such Leasehold Mortgagee shall receive notice and a copy of any award or decision made in connection therewith.

27.22 Separate Agreement. Landlord shall, upon request, execute, acknowledge, and deliver to each Leasehold Mortgagee, an agreement prepared at the sole cost and expense of Tenant, in form satisfactory to each Leasehold Mortgagee, between Landlord, Tenant, and the Leasehold Mortgagees, agreeing to all of the provisions hereof.

27.23 Further Amendments. Landlord and Tenant hereby agree to cooperate in including in this Lease by suitable amendment from time to time any provision which may reasonably be requested by any proposed Leasehold Mortgagee for the purpose of implementing the Leasehold Mortgagee protection provisions contained in this Lease and allowing such Leasehold Mortgagee reasonable means to protect or preserve the lien of its Leasehold Mortgage, as well as such other documents containing terms and provisions customarily required by Leasehold Mortgagees (taking into account the customary requirements of their participants, syndication partners, or ratings agencies) in connection with any such financing. Landlord and Tenant each agree to execute and deliver (and to acknowledge, if necessary, for recording purposes) any agreement reasonably necessary to effectuate any such amendment as well as such other

documents containing terms and provisions customarily required by lenders in connection with any such financing, provided, however, that any such amendment shall not in any way affect the Term or Rental under this Lease or otherwise in any material respect adversely affect any rights of Landlord under this Lease.

Article 28
Hazardous Substances

28.1 Defined Terms.

(a) “Claim” shall mean and include any demand, cause of action, proceeding or suit and the results thereof (i) for damages (actual or punitive), losses, injuries to person or property, damages to natural resources, fines, penalties, expenses, liabilities, interest, contribution or settlement (including, without limitation, attorneys’ fees, court costs and disbursements), (ii) for the costs of site investigations, feasibility studies, information requests, health or risk assessments, or Response actions, and (iii) for enforcing insurance, contribution, or indemnification agreements.

(b) “Environmental Law” shall mean and include all federal, state and local statutes, ordinances, regulations and rules relating to environmental quality, health, safety, contamination and clean-up, including, without limitation, the Clean Air Act, 42 U.S.C. Section 7401 *et seq.*; the Clean Water Act, 33 U.S.C. Section 1251 *et seq.*, and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act (“FIFRA”), 7 U.S.C. Section 136 *et seq.*; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. Section 1401 *et seq.*; the National Environmental Policy Act, 42 U.S.C. Section 4321 *et seq.*; the Noise Control Act, 42 U.S.C. Section 4901 *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. Section 651 *et seq.*; the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. Section 6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. Section 300f *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. Section 9601 *et seq.*, as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-to-Know Act, and Radon Gas and Indoor Air Quality Research Act; the Toxic Substances Control Act (“TSCA”), 15 U.S.C. Section 2601 *et seq.*; the Atomic Energy Act, 42 U.S.C. Section 2011 *et seq.*, and the Nuclear Waste Policy Act of 1982, 42 U.S.C. Section 10101 *et seq.*, and state superlien and environmental clean-up statutes, with implementing regulations and guidelines. Environmental Laws shall also include all state, regional, county, municipal and other local laws, regulations and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Hazardous Materials.

(c) “Hazardous Materials” shall mean and include the following, including mixtures thereof: any hazardous substance, pollutant, contaminant, waste, by-product, or constituent regulated under CERCLA; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas and synthetic gas usable for fuel; pesticides regulated under the FIFRA; asbestos and asbestos-containing materials, PCBs and other substances regulated under the TSCA; source material, special nuclear material, by-product material and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act or the Nuclear Waste Policy Act; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. § 1910.1200 *et seq.*; industrial process and pollution control wastes whether or not hazardous within the meaning of RCRA and any other hazardous substance, pollutant or contaminant regulated under any other Environmental Law.

(d) “Manage” means to generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of or abandon Hazardous Materials.

(e) “Release” or “Released” shall mean any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, presence, dumping, migration from adjacent property or disposing of Hazardous Materials into the environment, as “environment” is defined in CERCLA.

(f) “Response” or “Respond” shall mean action taken in compliance with Environmental Laws to correct, remove, remediate, cleanup, prevent, mitigate, monitor, evaluate, investigate, assess or abate the Release of a Hazardous Material.

28.2 Tenant covenants that (a) Tenant shall at its own cost comply with all Environmental Laws; (b) Tenant shall not Manage any Hazardous Materials on the Premises, nor conduct nor authorize the same, including installation of any underground storage tanks, without prior written disclosure to and approval of the Landlord; (c) Tenant shall not take any action that would subject the Premises to permit requirements under RCRA for storage, treatment or disposal of Hazardous Materials; (d) Tenant shall not dispose of Hazardous Materials; (e) Tenant shall not discharge Hazardous Materials into drains or sewers; (f) Tenant shall not suffer, cause or allow the Release of any Hazardous Materials on, to or from the Premises; (g) Tenant shall keep the Premises free from Hazardous Materials; and (h) Tenant shall at its own cost arrange for the lawful transportation and off-site disposal of all Hazardous Materials that it generates.

28.3 During the term of this Lease, Tenant shall promptly provide Landlord with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, Claims, complaints, investigations, judgments, letters, notices of environmental liens or response actions in progress, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, Occupational Safety and Health Administration, Illinois Department of Natural Resources or other federal, state or local agency or authority or any other entity or individual, concerning (a) any Release of a Hazardous Material on, to or from the Premises; (b) the imposition of any lien on the Premises; or (c) any alleged violation of or responsibility under Environmental Laws. Landlord and Landlord’s employees shall have the right to enter the Premises and conduct appropriate inspections or tests in order to determine Tenant’s compliance with Environmental Laws.

28.4 Upon written request by Landlord, Tenant shall provide Landlord with the results of appropriate reports and tests, with transportation and disposal contracts for Hazardous Materials, with any permits issued under Environmental Laws and with any other applicable documents to demonstrate that Tenant complies with all Environmental Laws relating to the Premises.

Landlord shall have the right from time to time, in its reasonable discretion, to require Tenant to perform (at Tenant’s expense) an environmental audit and, if deemed necessary by Landlord, an environmental risk assessment (each of which must be satisfactory to Landlord) of the Premises, hazardous waste management practices and/or hazardous waste disposal sites used by Tenant. Said audit and/or risk assessment must be by an environmental consultant satisfactory to Landlord, in its reasonable discretion. Should Tenant fail to undertake and seek diligently to perform said environmental audit or risk assessment within 30 days after Landlord’s request, Landlord shall have the right but not the obligation to retain an environmental consultant to perform said environmental audit or risk assessment. All costs and expenses incurred by Landlord in the exercise of such rights shall be payable by Tenant upon demand.

28.5 If Tenant’s Management of Hazardous Materials at the Premises (a) gives rise to liability or to a Claim under any Environmental Law, (b) causes a significant public health effect, or (c) creates a nuisance, Tenant shall promptly take all applicable action in Response. Landlord (or any Fee Mortgagee or any Leasehold Mortgagee if so permitted by applicable loan documents) shall have the right, but not the obligation, after providing Tenant with notice and a reasonable opportunity to cure, to enter onto the

Premises or to take such other actions as it deems necessary or advisable to perform any and all Response action(s). All costs and expenses incurred by Landlord in the exercise of any such rights shall be payable by Tenant upon demand.

28.6 Tenant shall indemnify, defend and hold harmless Landlord, its beneficiaries, any Fee Mortgagee, any Leasehold Mortgagee, any managing agents and leasing agents of the Premises, and their respective agents, partners, officers, directors and employees from all Claims suffered or incurred by any of the foregoing arising from or attributable to (a) any breach by Tenant of any of its warranties, representations or covenants in this Section; (b) noncompliance of the Premises or Tenant with any Environmental Laws; (c) any actual or alleged illness, disability, injury, or death of any person in any manner arising out of or allegedly arisen out of exposure to Hazardous Materials or other substances or conditions present at the Premises, regardless of when any such illness, disability, injury, or death shall have occurred or been incurred or manifested itself; and (d) Hazardous Materials Managed or Released by Tenant or otherwise located or Released upon the Premises. In the event any Claims or other assertion of liability shall be made against Landlord for which Landlord is entitled to indemnity hereunder, Landlord shall notify Tenant of such Claim or assertion of liability and thereupon Tenant shall, at its sole cost and expense, assume the defense of such Claim or assertion of liability and continue such defense at all times thereafter until completion. Tenant's obligations hereunder shall survive the termination or expiration of this Lease.

28.7 Tenant acknowledges that the Premises are being leased in their present "as is" condition. Tenant hereby represents that it has already performed an environmental audit of the Premises and is aware of any Hazardous Materials on the Premises, and Tenant shall assume full responsibility for the cleanup thereof pursuant to this Section. Tenant further acknowledges that Landlord has made no representation whatsoever regarding Hazardous Materials on or about the Premises.

Article 29
Intentionally Omitted.

Article 30
Certificates by Tenant

30.1 At any time and from time to time upon not less than ten days' prior written notice by Landlord, Tenant shall execute, acknowledge and deliver to Landlord or any other party specified by Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same, as modified, is in full force and effect and stating the modifications) and the date to which each obligation constituting the Rental has been paid, and stating whether or not to the best knowledge of Tenant (a) there is a continuing default by Landlord in the performance or observance of any covenant, agreement or condition contained in this Lease to be performed or observed by Landlord, or (b) there shall have occurred any event which, with the giving of notice or passage of time or both, would become such a default and, if so, specifying each such default or occurrence of which Tenant may have knowledge. Such statement may be relied upon by any Fee Mortgagee or prospective successor to Landlord's interest in this Lease.

Article 31
Intentionally Omitted.

Article 32
Entire Agreement

All understandings and agreements, oral or written, heretofore made between the parties hereto are merged in this Lease, which alone fully and completely expresses the agreement between Landlord (and its beneficiary, if any, and their agent(s)) and Tenant.

Article 33
Quiet Enjoyment

If and as long as Tenant shall faithfully perform the agreements, terms, covenants and conditions hereof, Tenant shall and may (subject, however, to the provisions, reservations, terms and conditions of this Lease) peaceably and quietly have, hold and enjoy the Premises for the Term hereby granted without molestation or disturbance by or from Landlord or any Person claiming through or under Landlord and free of any encumbrance created or suffered by Landlord, except from encumbrances created or suffered by Tenant. This covenant shall be construed as running with the Land to and against subsequent owners and successors in interest and is not, nor shall it operate or be construed as, a personal covenant of Landlord, except to the extent of Landlord's interest in the Premises and only so long as such interest shall continue, and thereafter this covenant shall be binding upon such subsequent owners and successors in interest of Landlord's interest under this Lease, to the extent of their respective interests, as and when they shall acquire the same, and only so long as they shall retain such interest.

Article 34
Arbitration

In such cases where this Lease expressly provides for the settlement of a dispute or question by arbitration, or an appraisal and only in such cases, the same shall be finally determined by arbitration conducted in the City of Chicago, County of Cook, State of Illinois, before and, except as herein provided, in accordance with the Commercial Arbitration Rules then existing of the American Arbitration Association or any successor body of similar function, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. If the American Arbitration Association or any successor body of similar function shall not then be in existence, the party desiring arbitration or an appraisal shall appoint a person as arbitrator or appraiser on its behalf and give notice thereof to the other party who shall, within 15 days thereafter, appoint a second person as arbitrator or appraiser on its behalf and give written notice thereof to the first party. The arbitrators or appraisers thus appointed shall make their determinations as provided in this Article 34. The arbitrators or appraisers shall state their determinations in writing within 30 days after their appointment and simultaneously give notice thereof to each other and to Landlord and Tenant. Such two arbitrators or appraisers shall have ten days after the receipt of notice of each other's determinations to confer with the other and to attempt to reach agreement as to a final determination. If such two arbitrators or appraisers shall concur as to the determination, such concurrence shall be final and binding upon Landlord and Tenant and judgment upon the award may be entered in any court having jurisdiction. If such two arbitrators or appraisers shall fail to concur, then such two arbitrators or appraisers shall immediately designate a third arbitrator or appraiser. If the two arbitrators or appraisers shall fail to agree upon the designation of such third arbitrator or appraiser within five days, then either party may apply to the American Arbitration Association or any successor thereto having jurisdiction for the designation of such arbitrator or appraiser. The third arbitrator or appraiser shall conduct such hearings and investigations as he may deem appropriate and shall, within 30 days after the date of his designation, choose one of the determinations of the two arbitrators or appraisers originally selected by the parties, and that choice by the

third arbitrator or appraiser shall be binding upon Landlord and Tenant and judgment upon the award may be entered in any court having jurisdiction. Each party shall pay its own counsel fees and expenses, including the expenses and fees of any arbitrator or appraiser selected by it in accordance with the provisions hereof, and the parties shall share all other expenses and fees of any such arbitration or appraisal. If a party who shall have the right pursuant to the foregoing to appoint an arbitrator or appraiser fails or neglects to do so, then and in such event the other party may apply to any court of competent jurisdiction to appoint such arbitrator or appraiser. Landlord and Tenant shall sign all documents and do all other things necessary to submit any such matter to arbitration or appraisal and agree to, and hereby do, waive any and all rights they or either of them may at any time have to revoke their agreement hereunder to submit to arbitration or appraisal and to abide by the decision rendered thereunder. The arbitrators or appraisers shall have no power to vary or modify any of the provisions of this Lease and their jurisdiction is limited accordingly. If arbitration takes place, then each of the arbitrators shall be licensed professional engineers (if the issue to be arbitrated relates to construction issues) or registered architects having at least ten years experience in the design of buildings similar to that intended to be constructed on the Land. Any appraiser selected or appointed pursuant to this Section shall be a member of the American Institute of Real Estate Appraisers (or any successor organization) and shall have been doing business as an appraiser in the area in which the Premises are located for a period of at least ten years prior to the date of his appointment.

Article 35
Severability

The invalidity of any provision of this Lease shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Lease.

Article 36
Intentionally Omitted.

Article 37
Intentionally Omitted.

Article 38
Memorandum of Ground Lease

Concurrently with the execution of this Lease, Landlord and Tenant shall execute a memorandum of ground lease (a "Memorandum of Ground Lease") and shall record the Memorandum of Ground Lease in the Office of the Recorder of Cook County, Illinois.

Article 39
Tenant Exculpation

Except as provided in the next immediately succeeding sentence, Landlord acknowledges and agrees that the liability of Tenant under this Lease shall be limited to its interest in the Premises and any judgments rendered against Tenant shall be satisfied out of the proceeds of sale of its interest in the Premises and no personal judgment shall lie against Tenant upon extinguishment of its rights in the Premises and any judgment so rendered shall not give rise to any right of execution or levy against Tenant's assets. Notwithstanding the foregoing, Tenant shall be personally liable for any Default or Event of Default under this Lease relating to demolition of existing improvements, construction of any improvement on the Land, fraud, misapplication of insurance proceeds, misapplication of condemnation proceeds, misapplication of security deposits or the matters set forth in Article 19 and Article 28 hereof. The provisions of this Section shall inure to Tenant's successors and assigns. The foregoing provisions are not designed to relieve Tenant from the performance of any of Tenant's obligations under this Lease, but only to limit the personal liability

of Tenant in case of recovery of a judgment against Tenant, except as provided otherwise herein. The foregoing shall not be deemed to limit Landlord's rights to obtain injunctive relief or specific performance.

Article 40
Miscellaneous

40.1 The captions of this Lease are for convenience of reference only and in no way define, limit or describe the scope or intent of this Lease or in any way affect this Lease.

40.2 The Table of Contents is for the purpose of convenience of reference only and is not to be deemed or construed in any way as part of this Lease or as supplemental thereto or amendatory thereof.

40.3 The use herein of the neutral pronoun in any reference to Landlord or Tenant shall be deemed to include any individual Landlord or Tenant, and the use herein of the words "successors and assigns" or "successors and assigns" of Landlord or Tenant shall be deemed to include the heirs, legal representative and permitted assigns of any individual Landlord or Tenant.

40.4 If more than one entity is named as or becomes Landlord or Tenant hereunder, the other party may require the signatures of all such entities in connection with any notice to be given or action to be taken by that party hereunder. Each entity constituting Tenant or Landlord (other than a limited partner, if any such entity is a limited partnership) shall be fully jointly and severally liable for all of that party's obligations hereunder, subject to Section 40.5. Any notice by a party to any entity named as the other party shall be sufficient and shall have the same force and effect as though given to all entities named as such other party.

40.5 The liability of Landlord (which, for purposes of this Section 40.5, shall include any parent, affiliate or subsidiary corporation of Landlord and any directors, officers, employees, members, shareholders, partners or agents of Landlord and any of the foregoing) hereunder for damages or otherwise shall be limited to Landlord's interest in the Premises, including, without limitation, the proceeds of any insurance policies covering or relating to the Premises, any awards payable in connection with any condemnation of the Premises or any part thereof, and any other rights, privileges, licenses, franchises, claims, causes of action or other interests, sums or receivables appurtenant to the Premises, but in no way including Landlord's fee simple interest in the Premises. Landlord shall have no personal liability beyond its interest therein and no other property or assets of Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies.

40.6 Except as otherwise expressly provided in this Lease, there shall be no merger of this Lease or the leasehold estate created hereby with the fee estate in the Premises or any part thereof by reason of the same person acquiring or holding, directly or indirectly, this Lease or the leasehold estate created hereby or any interest in this Lease or in such leasehold estate as well as the fee estate in the Premises.

40.7 This Lease may not be changed, modified or terminated orally, but only by a written instrument of change, modification or termination executed by the party against whom enforcement of any change, modification or termination is sought.

40.8 This Lease shall be governed by and construed in accordance with the laws of the State of Illinois.

40.9 The agreements, terms, covenants and conditions herein shall be binding upon, and shall inure to the benefit of, Landlord and Tenant and their respective successors and (except as otherwise provided herein) assigns.

40.10 All references in this Lease to “Articles” or “Sections” shall refer to the designated Article(s) or Section(s), as the case may be, of this Lease.

40.11 All references in this Lease to “licensed professional engineer” or “registered architect” shall mean a professional engineer or architect who is licensed or registered, as the case may be, by the State of Illinois.

40.12 Unless specifically provided otherwise herein, any undertaking either required or permitted hereunder by either Landlord or Tenant shall include the obligation to pay for such undertaking.

40.13 This Lease shall not be construed to create a partnership or joint venture between the parties, it being the intention of the parties only to create a landlord and tenant relationship.


40.14 Notwithstanding anything to the contrary contained in this Lease, no surrender by Tenant of its interest in the Premises or this Lease shall cause or be deemed to cause a merger of Landlord's estate and Tenant's estate, unless Landlord, and each Leasehold Mortgagee holding a Leasehold Mortgage, the lien of which was not released upon such surrender, expressly so agree in writing.

[Signatures begin on next page]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Ground Lease as of the day and year first written above.

LANDLORD:

GREEN ERA EDUCATIONAL NFP,
an Illinois not-for-profit corporation


By: 

Erika Allen
President

TENANT:

GREEN ERA 83RD STREET LLC,
an Illinois limited liability company

By: Green Era Sustainability, LLC,
an Illinois limited liability company
its manager

By: 

Erika Allen
President

EXHIBIT A

DESCRIPTION OF THE PREMISES

SEE ATTACHED

LEGAL DESCRIPTION

TRACT A:

THE LEASEHOLD ESTATE CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE Ground LEASE, EXECUTED BY Green Era Educational NFP, an Illinois not-for-profit corporation, AS LESSOR, AND Green Era 83rd Street LLC, an Illinois limited liability company, AS LESSEE, DATED July 31,2020, A MEMORANDUM OF WHICH LEASE IS SIMULTANEOUSLY RECORDED AND WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF 99 YEARS COMMENCING July 31, 2020:

PARCEL 1: THE SOUTH 264 FEET OF LOT 'A' AS MEASURED ON THE EAST LINE OF SAID LOT 'A' AND ALSO LOT 'B' OF SUTHERLAND'S SUBDIVISION OF LOT 4 IN ASSESSOR'S DIVISION OF THE WEST 1/2 OF SECTION 33 AND THAT PART OF THE SOUTHEAST 1/4 OF SECTION 32 LYING EAST OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, ALL IN TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 1 IN BIRKHOFF'S ADDITION TO AUBURN PARK, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 AND PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM ALL BUILDINGS AND IMPROVEMENTS LOCATED, OR TO BE LOCATED AFTER THE DATE OF THE AFORESAID GROUND LEASE, THEREON.

TRACT B:

FEE SIMPLE TITLE TO ALL BUILDINGS AND IMPROVEMENTS LOCATED, OR TO BE LOCATED AFTER THE DATE OF THE AFORESAID GROUND LEASE, ON THE LEASEHOLD ESTATE HEREINABOVE DESCRIBED AS TRACT A.

Property Address:
600-650 West 83rd Street

Chicago, IL 60620

Property Index Nos.:
20-33-119-024-0000
20-33-124-001-0000
20-33-124-002-0000

EXHIBIT B

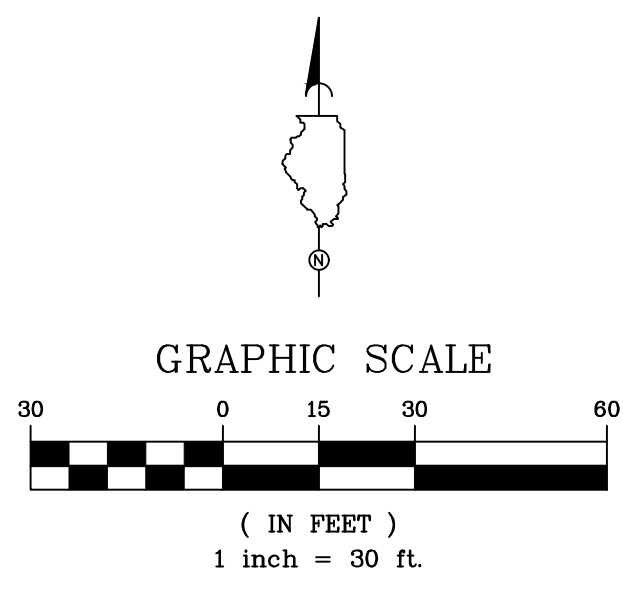
DEPICTION OF ACCESS AND PARKING EASEMENT AREAS

ALTA/NSPS Land Title Survey

OF
Part of the West Half of Section 33, in Township 38 North,
Range 14 East of the Third Principal Meridian, in Cook
County, Illinois.

LEGEND AND ABBREVIATIONS:

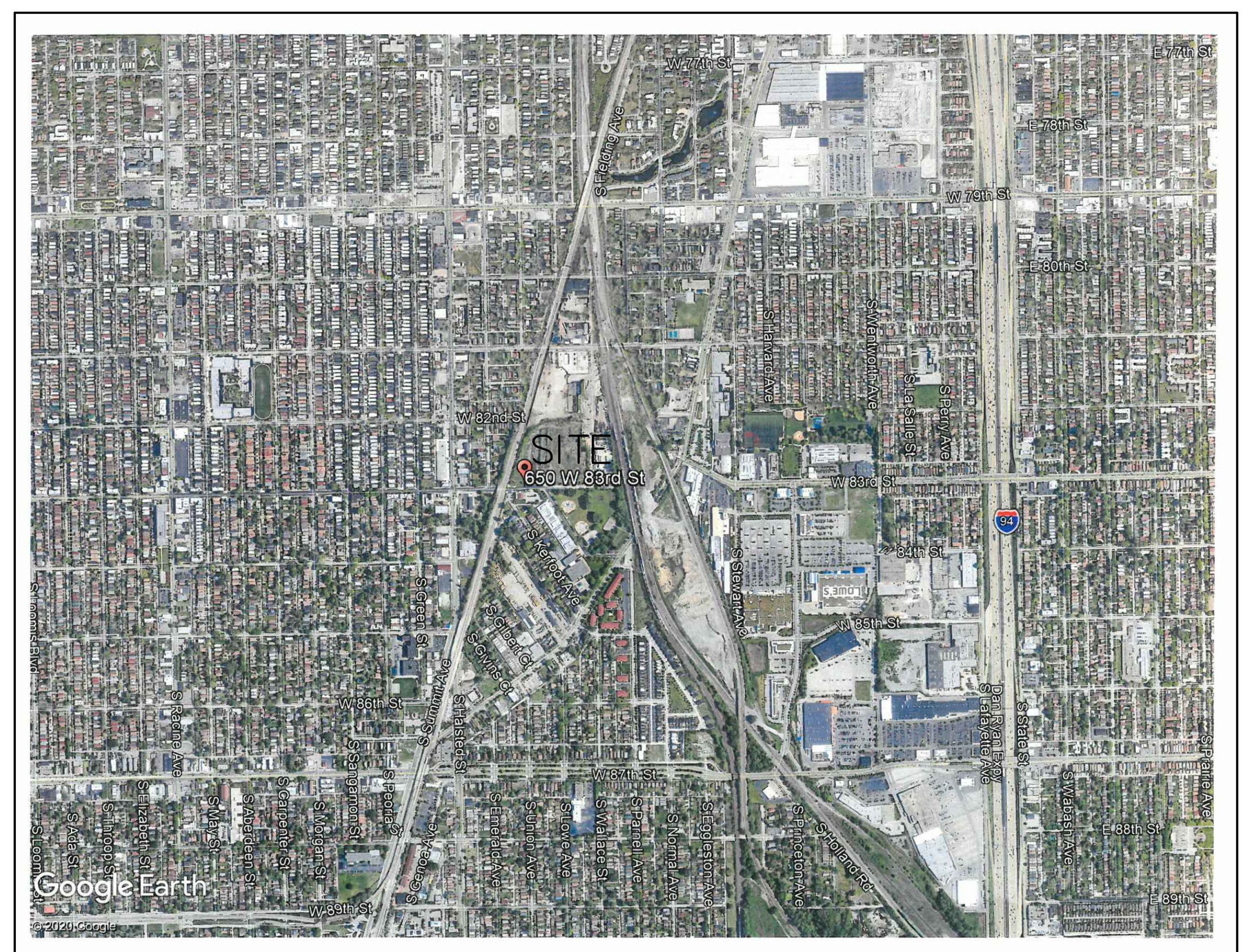
- PROPERTY LINE
- BUILDING
- CONCRETE
- ASPHALT
- DEPRESSED CURB
- CHAIN LINK FENCE
- IRON FENCE
- WOOD FENCE
- GUARDRAIL
- FOUND PK NAIL
- FOUND REBAR
- SET/FOUND CUT CROSS
- COMBINATION SEWER
- SANITARY SEWER
- STORM SEWER
- WATER LINE
- GAS LINE
- COMMUNICATION LINE
- SBC COMMUNICATION LINE
- TELEPHONE LINE
- OVERHEAD WIRE LINE
- UNDERGROUND ELECTRIC LINE
- BACK OF CURB ELEVATION
- FLOW LINE ELEVATION
- EDGE OF PAVEMENT ELEVATION
- FINISH FLOOR ELEVATION
- MANHOLE
- WATER MANHOLE
- ELECTRIC MANHOLE
- TELEPHONE MANHOLE
- CURB INLET
- CATCH BASIN
- AREA DRAIN
- POWER POLE W/GUY WIRE
- UTILITY POLE
- LIGHT POLE
- FIRE HYDRANT
- GAS VALVE
- GAS METER
- ELECTRIC METER
- BUFFALO BOX
- WATER VALVE
- TREE-DECIDUOUS
- TREE-EVERGREEN
- BUSH
- POST
- SIGN
- BOLLARD
- SPRINKLER
- CLEANOUT



CHICAGO, ROCK ISLAND, AND PACIFIC RAILROAD

S. KERFOOT AVE

SITE MAP



Source Benchmark: Chicago Benchmark No. 2733
South Halsted Street and 84th Street (NE corner)
Mark out on corner of stone water table at the Southwest corner
of two story brick building (see factory) B.M. is near the East line
of South Halsted Street to the West.

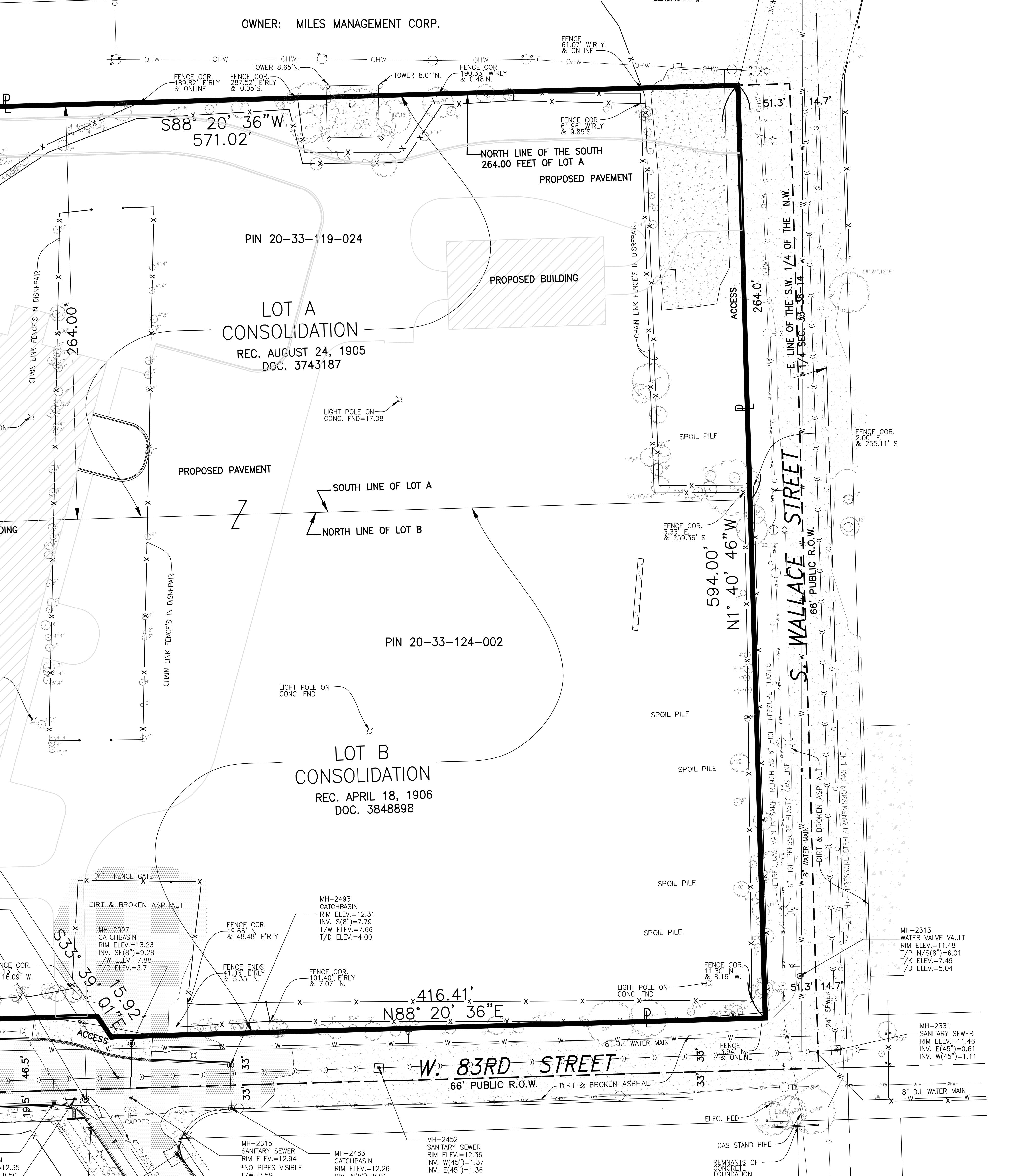
Elevation = 21.120

Site Benchmark #1
Chain of bolt on Fire Hydrant located near the Northeast corner of
650 W. 83rd Street on West side of Wallace Street.

Elevation = 15.380

Site Benchmark #2
Top of chain bolt on Fire Hydrant located near Southwest corner of
650 W. 83rd Street and Birkhoff Ave.

Elevation = 13.885



LEGAL DESCRIPTION

PARCEL 1: The South 264 feet of Lot 'A' as measured on the East line of said Lot 'A' and also Lot 'B' of Sutherland's Subdivision of Lot 4 in Assessor's Division of the West Half of Section 33 and that part of the Southeast Quarter of Section 33 lying East of the Chicago, Rock Island and Pacific Railroad, all in Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois;

PARCEL 2: Lot 1 in Birkhoff's Addition to Auburn Park, being a subdivision of part of the Northwest Quarter and part of the Southwest Quarter of Section 33, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

I FURTHER STATE that the above described property is within ZONE X, "Areas determined to be outside the 0.2% annual chance floodplain" on a non printed parcel number 1703106355 revised August 19, 2008, identified for Cook County, Illinois, by the Federal Emergency Management Agency.

I FURTHER STATE that I have made no independent search of the records for easements, encumbrances, ownership, or any other facts which an accurate and current title search may disclose as a part of this survey, but have relied upon the information supplied to me by the owner's representative. I also state that a current Title Commitment by Greater Illinois Title Company dated April 28, 2020, File number 41050613 was furnished as a part of this survey.

Schedule B
Part I Items A through Z are either general in nature or not survey related
Part I Item AA refers to the corrected Section and Township in the policy description
Part I Item BB is not survey related.
Part II Items 1-6 are General exceptions and not survey related.
Part II Item 7 is tax related not survey related.
Part II Item 8 is a General exception and not survey related.
Part II Item 9 rights of the municipality, State, adjoining owners, and utility companies in and to vacated streets and alleys
Part II Item 10 rights to railroad embankments, shown on survey
Part II Item 11 rights to water tower, shown on survey
Part II Item 12 rights by adjoining owners for parking, ingress, and egress per prior title
Part II Items 13 through 16 are not survey related.

I FURTHER STATE that the above described property is Zoned M1-2, per the current zoning map on the City of Chicago Zoning Website.

Height 2.2
FAR none
Max building height none
Lot area per unit density none
Setbacks none, unless bordering R zoned lots

I FURTHER STATE that the accompanying plat is a scaled representation of the physical situation which I found in the field and shows the location of visible evidence of utilities which I found at the time of my survey of these premises, and underground based on supplied plans. No attempt has been made as part of this survey to excavate, uncover or expose those facilities to field check the existence, size, depth, condition, capacity or exact location of those facilities. For more information concerning those utilities, please contact the appropriate public agencies or utility company.

I FURTHER STATE that there are no marked parking spaces on the above described parcels.

I FURTHER STATE that there was no observed evidence of current earth moving work, but evidence of past earth moving and piling of earth was observed.

I FURTHER STATE that there are no buildings on the above described parcels.

I FURTHER STATE that there was no observed evidence of marked wetlands on the above described parcel.

I further state that I have reviewed the Grant of Easement recorded as Document number 17429982 and have determined that it does not currently affect the above described property.

I further state that I have reviewed Document number 17844976 and have determined that it does not currently affect the above described property.

I further state that I have reviewed Document number 18075548 and have determined that it does not currently affect the above described property.

I further state that I have found no evidence of future changes in street right of way lines, or evidence of recent street or sidewalk construction or repairs.

To: Green Era 83rd Street LLC, an Illinois Limited Liability Company; USBCDE Sub-CDE 202, LLC; MBS-UI Sub-CDE 47, LLC; SCORE Sub-CDE 19, LLC; DVCI CDE LIII, LLC; IFF; Green Era Educational NFP, an Illinois Not-For-Profit Corporation; U.S. Bank National Association; U.S. Bancorp Community Development Corporation; USBCDE LLC; IL SMMTC Holdco Fund 5, LLC; USBCDE Investment Fund 292, LLC; MBS Urban Initiatives CDE, LLC; SCORE Sub-CDE, LLC; Southside Community Optimal Redevelopment Enterprise, LLC; DV Community Investment, LLC; Reinvestment Fund, Inc.; Greater Illinois Title Company; Chicago Title Insurance Company; and each of the foregoing's successors and/or assigns as their respective interests may appear.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b), 7(c), 7(d), 8, 9, 10(a), 10(b), 11, 13, 14, 16, 17, 18, 19, 20, 21(c) area affected by recorded restrictions or access limitations as described in the title commitment; 21(b) the locations of existing visible improvements; 21(c) the proposed locations of contemplated improvements as provided by client (none provided); 21(d) interior lot lines, of Table A thereof. The field work was completed on February 28, 2020.

Date: May 27, 2020.

THOMAS E. BAUMGARTNER, ILLINOIS LAND SURVEYOR NO. 3142
LICENSE EXPIRATION 11-30-2020

This professional service conforms to the current Illinois minimum standards for a boundary survey.

#	Date	Description
1	3-06-20	Issued
2	5-26-20	Updated Title Policy

TERRA ENGINEERING LTD.
225 W. Ohio Street 4th Floor Chicago, IL 60654
TEL: (312) 467-0123 FAX: (312) 467-0220 www.terraengineering.com

Project Information
PROJECT # 15-194
DRAWN BY: NG
DESIGN BY: TB
CHECKED BY: TB

GREEN ERA
650 W. 83RD ST., CHICAGO IL

EXHIBIT C

LEASEHOLD MORTGAGEE NOTICES

If to IFF: IFF
333 South Wabash Avenue, Suite 2800
Chicago, Illinois 60604
Email: general@iff.org
Attention: Senior Vice-President, Capital Solutions

With a copy to: Applegate & Thorne-Thomsen, P.C.
425 South Financial Place, Suite 1900
Chicago, Illinois 60605
Email: dklaff@att-law.com
Attention: Dan Klaff

If to TRF: Reinvestment Fund, Inc.
1700 Market Street, 19th Floor
Philadelphia, Pennsylvania 19103
Attention: Donna Leuchten Nuccio, Senior
Director, Lending and Investments

With a copy to: Miles & Stockbridge P.C.
1201 Pennsylvania Avenue NW, Suite 900
Washington, DC 20004
Attention: Heidi A. Hansan, Esquire

If to MBS: MBS-UI Sub-CDE 47, LLC
c/o MBS Urban Initiatives CDE, LLC
720 Olive Street, Suite 2500
St. Louis, Missouri 63101
Attention: Laurel Tinsley, Chief Executive Officer
Email: Laurel.Tinsley@McCormackBaron.com
Facsimile: (314) 335-2741

And to: MBS Urban Initiatives CDE, LLC
c/o McCormack Baron Salazar, Inc.
720 Olive Street, Suite 2500
St. Louis, Missouri 63101
Attention: Hillary Zimmerman, General Counsel
Email: NMTC.Compliance@McCormackBaron.com
Facsimile: (314) 335-2891

With a copy to: Lathrop GPM LLP

7701 Forsyth Boulevard, Suite 500
Clayton, MO 63105
Attention: Frederick W. Miller
Email: frederick.miller@lathropgpm.com
Facsimile: (314) 613-2801

If to SCORE:

176 N. Racine, Suite 200
Chicago, IL 60607
Attention: Angela Woolfolk, CFO
Email: awoolfolk@mccafferyinc.com
Facsimile: 312-784-2769

With a copy to:

Applegate & Thorne-Thomsen, P.C.
425 S. Financial Pl., Suite 1900
Chicago, IL 60605
Attention: Rachel Ittner
Email: rittner@att-law.com
Facsimile: (312) 491-4411

If to DVCI:

DVCI CDE LIII, LLC
c/o Dudley Ventures, L.L.C.
22 East Jackson Street
Phoenix, AZ 85004
Attention: James D. Howard, Jr.
Email: jhoward@dudleyventures.com
Facsimile: (602) 759-5299

With a copy to:

Lathrop GPM LLP
7701 Forsyth Boulevard, Suite 500
Clayton, MO 63105
Attention: Frederick W. Miller
Email: frederick.miller@lathropgpm.com
Facsimile: (314) 613-2801

If to USB:

c/o USBCDE LLC
1307 Washington Avenue, Suite 300
St. Louis, MO 63103
Project No. 26825
Attention: Director of Asset Management – NMTC
Email: usbcde.nmtc&htc@usbank.com

With a copy to:

Stinson LLP
1299 Farnam Street
Suite 1500
Omaha, NE 68102
Attention: David Lutz

Email: david.lutz@stinson.com

Copies of notices to MBS, SCORE, USB and DVCI should also be sent to:

USBCDC Investment Fund 292, LLC
c/o U.S. Bancorp Community Development
Corporation
1307 Washington Avenue, Suite 300
St. Louis, Missouri 63103
Attention: Director of Asset Management – NMTC
Reference: #26825

With a copy to:

Stinson LLP
1299 Farnam Street
Suite 1500
Omaha, NE 68102
Attention: David Lutz
Email: david.lutz@stinson.com

**ATTACHMENT 3 TO LPC-PA6
PROPERTY/FACILITY LEGAL DESCRIPTION**

PIN NUMBER & LEGAL DESCRIPTION

Property Address:

650 West 83rd Street
Chicago, Illinois 60620-1937

Property Location:

Sections 32-33, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel Index Numbers:

20-33-119-024-0000
20-33-124-001-0000
20-33-124-002-0000

Legal Description for Property:

The South 264 feet of Lot A as measured on the East line of said Lot A and also Lot B of Sutherland's Subdivision of Lot 4 in Assessor's Division of the West Half of Section 33 and that part of the Southeast Quarter of Section 32 lying East of the Chicago, Rock Island and Pacific Railroad, all in Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

And Also

Lot 1 in Birkhoff's Addition to Auburn Park, being a subdivision of part of the Northwest Quarter and part of the Southwest Quarter of Section 33, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Said parcels containing 8.905 (acres (387,902 sq. ft.)), more or less.

**ATTACHMENT 4 TO LPC-PA6
INFORMATION REQUESTED IN LPC-PA6 FORM
(SECTION 5.A.-5.C)**

Attachment to LPC-PA6 Section 5.A: Operating Plan

1. Types of Waste

The facility intends to receive two (2) forms of food-based waste: solid food waste and pumpable liquid commercial food waste. Other organic wastes that are biodegradable (but not compostable landscape waste) may also be received and processed at the facility.

The solid food waste that will be accepted by the facility includes food waste from food processors (dairies, bakeries, potato chip plants, etc.), grocery stores, and restaurants in the Chicago metro-area and will also be equipped to accept source-separated bagged kitchen waste from neighborhood curbside collection programs. Source-separated food waste is any food waste that has been pre-sorted from other waste by the customer or waste generator. Packaged food waste may also be processed by this facility. Packaged food waste is any organic food waste that is contained within consumer packaging (e.g., beverages or soup in cans, milk or juices in plastic jugs, bottles, or cartons, and single serving condiment packs). This type of waste is consistent with source-separated food waste, but separated by the facility instead of the source.

Pumpable commercial food waste includes wash/rinse water from cleaning tanks and trailers, whey, liquid ice cream mix, end of batch soups, sauces and syrups, and separated and thickened scum and solids from plant wash water. Fats, oils, and grease (FOG) collected from grease traps at restaurants and food processors will also be accepted. The facility will receive pumpable food waste in closed tankers.

Compostable landscape waste, as defined in 35 IAC 830.102 and consisting of materials such as tree trimmings, grass clippings, and leaves, will not be accepted by this facility for digestion. Woody plant fiber (lignin) does not decompose in the anaerobic digestion process.

2. Area to be Served

The facility will process waste from the greater Chicago metro-area and surrounding Cook County. The majority of waste processed at the facility is expected to be generated within a 30-mile radius of the facility, but some may be taken from an approximate 75-mile radius (which would include other “collar” counties such as Lake, DuPage, and Will Counties).

The facility will process source-separated food waste from food processors (e.g., dairies, bakeries, potato chip plants, etc.), grocery stores, restaurants, and neighborhood curbside collection programs.

3. Volume Estimates

The facility has been designed to receive and treat 80,000-tons per year of food waste, of which an average (by weight) of 6% of non-digestible materials (e.g., packaging, non-organics, etc.) is anticipated. For the two (2) waste streams, the approximate breakdown is 50,000-tons/year of solid food waste and 30,000-tons/year (7,195,000-gallons/year) of pumpable food waste.

Typically, the facility will receive eight (8) to 16-loads/day (M-F) of solid food waste via compactors, roll-off boxes, and dump or walking floor trailers (averaging 12-tons/load) and

five (5) to 8-loads/day of pumpable food wastes via tanker trucks (averaging 13-tons/truck). By weight, the facility will receive approximately 200-tons/day solids and 100-tons/day liquid. These quantities and delivery loads for solid and liquid waste are rough estimates. The actual breakdown of quantities between solids and liquids will vary depending upon organics availability and optimization of plant operations.

4i-4vi. Composting Management Procedures

An 8.905± acre vacant parcel addressed as 650 West 83rd Street in Chicago is to be developed into a food waste (solid and liquid) recycling (composting) facility. Figure 1 is a topographic location map, and Figure 2 is an aerial view of the development property and surrounding area. Development of the property will include the construction of two (2) buildings, two (2) aboveground storage tanks (ASTs), and the erection of approximately four (4) “hoop houses” (i.e., simple greenhouse structures) that will be used to perform indoor urban farming. Figures 3-3A provide a site plan and site detail, respectively, with pertinent information (e.g., building, utilities, process equipment, etc.) The method of composting at this facility will be anaerobic digestion performed within an enclosed anaerobic digester (AST), and/or performed within a completely enclosed container with no opening greater than ¼-inch in size (i.e., meeting the City of Chicago’s definition of “in-vessel” composting).

With the exception of a permit-exempt community garden center (covering <2% of the facility’s total 8.095-acres) where some limited demonstrations of composting may be conducted for educational purposes (permit exempt per 35 IAC 830.106(a)(1)), only in-vessel anaerobic digestion (composting) will be conducted at the facility. The food waste composting operations to be conducted at this facility do not include any on-site windrows. Therefore, the specific information requested regarding windrow size and facility capacity (4.ii), additives (4.iii), and aeration (4.iv) are not applicable. The below discussion provides a detailed narrative of the anaerobic digestion process to be performed at this facility. Application information requested in Part 5.A.4 of the PA-6 form has been included. A process flow diagram is provided in Attachment 1 to the PA-6 form.

Anaerobic Digestion Process

Composting will be performed via a conventional wet anaerobic digestion system, with all operations conducted inside. Most operations will be conducted within the approximately 35,000-ft² processing building. The large 1,640,000-gallon anaerobic digester (AST, 74-ft diameter by 54-ft to eave and 70-ft to dome peak) located to the north of the processing building, is where the actual “in-vessel” composting will occur. A supporting AST, (one (1) 320,000-gallon equalization/holding tank, 32-ft diameter by 50-ft to 70-ft tall, will serve as an equalization/holding tank for storage of “conditioned feedstock” prior to being pumped to the digester tank. The facility will be continuously monitored, with anaerobic digestion operations occurring in the digester tank constantly (24-hrs/day, 7-days/wk). Typical operations (i.e., when food waste is imported and preliminarily processed) will be from 7:00-17:00. Though the operations will typically be Monday-Saturday, it is possible the facility may operate also on Sundays.

Two (2) forms of food-based waste will be received by the facility: non-pumpable solid food waste and pumpable commercial food waste. The facility will receive solid food waste via compactors, roll-off boxes, and dump or walking floor trailers; tanker trucks will deliver pumpable food wastes. Trucks delivering solid food waste will back through one of the two (2) solids receiving bay doors to a curbed stop at the tipping wall for subsequent unloading into a live-bottom receiving bunker. After the load is tipped, the driver may pull forward from the curb and rinse down the container, with wash water collected by trench drains that will drain to a holding tank prior to further treatment in the anaerobic digester. Tankers with pumpable food waste/FOGs will pull into the north end of the building for gravity discharge into two (2) 30,000-gallon below-grade holding tanks (T-050A and T-050B). After unloading, the tanker may washdown, with wash water flowing into floor drains that connect to the same below-grade holding tanks. All tipping and rinsing operations are completed indoors and with closed overhead doors. All food waste will be normally processed the same day it is received. Palletized, packaged, food products will also be accepted. Typical receipt will be two (2) loads per week, but may be greater.

The solid food waste receiving bunker is designed for two (2) full truckloads (approximately 80-yds³) of solids; tipping space will be provided on the main floor to hold additional loads during busy periods if the bunker is full (i.e., greater than the 80-yd³ capacity). Packaged food products will be manually added into the bunker. Solids will then be automatically conveyed from the live-bottom bunker to the separation mill through an enclosed shaftless screw auger, feeding the separation mill at an average of 25-yds³/hr (10-tons/hr). The separation mill is expected to be able to process the daily solid food waste intake within a 10-hr work period. A second bunker and separation mill will likely be added in the future as the facility approaches full-scale operations, ultimately allowing the facility to accommodate the approximately 200-tons/day (10-loads/day) proposed processing capacity within the 10-hr work period. The separation mill will be used to pulp the organic waste fraction and remove “gross contaminants” (i.e., non-digestible garbage and packaging not separated from the solid food waste). Material rejected from the mill is conveyed away by an inclined screw auger to the two (2) stationary 40-yd³ compactors. After the compactor container is full, the compacted waste will be transported off-site for disposal at a licensed municipal waste landfill.

Pumpable waste from the two (2) 30,000-gallon below-grade liquid receiving tanks will be combined with the solid waste in the separation mills via progressive cavity pumps, where the liquid feedstock will dilute the organic solids and form a homogenized slurry. From the separation mill, the pulped feedstock will be augured into a 5,500-gallon sloped bottom grit separation hopper (T-065A) to allow for the settling of dense grit such as stone, sand, glass, and organic calcium (shells and bones). Settled solids will be removed from the hopper by inclined screw conveyor, with liquid draining back into the hopper. The pulped feedstock (approximately 80,000-tons/year, 55,000-gallons/day) will continue into the insulated Biomass Equalization Tank (320,000-gallon AST) for both hydraulic buffering and batch equalization. The retention in the Biomass Equalization Tank (T-100) will aid in initiating hydrolysis and acidification, essential steps in the breakdown of the complex carbon chains of the food waste into simple volatile fatty acids (e.g., acetic acid, butyric acid, and propionic acid). A center-mounted agitator mounted to the top of the tank will limit stratification.

The blended (nominally referred to as conditioned) feedstock is then transferred into the 1,640,000-gallon insulated digester AST (T-110) in set intervals, usually once per hour. The volume of material transferred will be determined by the operator to optimize throughput and biogas production. Other than the slow, continuous mixing, all operations within the digester tank are carried out by the anaerobic bacteria. Facility personnel will monitor temperature, pH, and other parameters to maintain the favored conditions for the anaerobic bacteria, which produce methane. To maintain the optimum temperature in the Biomass Equalization Tank and the digester AST, non-contact heat transfer (glycol/water solution) will be heated by a natural gas-fired boiler operated on-site. (A second boiler is planned for future installation as operations expand.) The fully stabilized slurry is referred to as digestate.

Biogas (consisting primarily of methane) will be produced by the bacteria during the anaerobic digestion process. The gas will migrate to the top of the digester where it will be collected in the headspace of the tank and be removed by piping that connects the head space with the biogas header pipe. Any gases produced in the Biomass Equalization Tank, primarily Carbon dioxide and trace levels of Hydrogen sulfide, will be blended with the biogas generated in the digester. From the biogas header pipe, biogas is typically transferred to the upgrading equipment (several skids situated to the north of the processing building and east of the digester AST). The first equipment skid includes a compressor, resulting in a pressure of 150-psig and sour water condensation. The second skid consists of the pressure swing adsorption (PSA) biogas upgrading system that will be used to produce pipeline quality biomethane from the digester biogas. Simply put, methane gas is separated from diluent gases such as Carbon dioxide and trace “contaminants” such as Hydrogen sulfide and Volatile Organic Compounds to generate concentrated biomethane and “tail gas” (i.e., the non-methane gases).

The biomethane is then able to be injected into the natural gas distribution piping. Any excess biomethane that cannot be transferred into the distribution piping will be sent to the on-site flare burner (located within the same general location as the biogas upgrading equipment). The separated tail gas will be sent to the thermal oxidizer, situated adjacent to the flare burner. When necessary, biogas that cannot be transferred to the upgrading process will be sent to the flare burner. The flare is designed to burn the maximum flow rate of biogas the digester can generate (i.e., a 100% by-pass of the upgrading equipment as necessary).

Digestate and any non-digestible solids that were not removed by the separation mills or grit hopper (e.g., pieces of paper or plastic packaging) are transferred from the digester tank for screening and dewatering. The digestate will be pumped to a specialized screw press to capture non-digestible solids for transfer to the compactors for off-site disposal. The screened digestate will then be pumped to a 30,000-gallon below-grade equalization/storage tank (T-205). From that tank, the screened digestate will be pumped to a belt press for dewatering. Diluted polymer, stored within a 2,000-gallon AST in the dewatering press area, will be injected into the feed pipe ahead of a dynamic mixer to promote floc formation.

The flocculated digestate is distributed evenly onto the first belt (called the gravity belt) to allow free water to gravity drain, thickening the digestate as it is conveyed towards the pressure section of the press. In the pressure zone, digestate is progressively squeezed between two (2) filter belts to remove free water not removed in the gravity belt. The dewatered digestate creates a “cake”

that is approximately 20 to 25% total solids. “Finished product” cake solids will be used on-site by the Urban Growers Collective within the urban farming operations inside the hoop houses or will be directly loaded via collection conveyor onto trucks for off-site shipment and use by other regional composters or agricultural entities.

Each press can discharge in excess of 5-tons of 20% total solids cake per hour. Between approximately 35 and 50 wet tons of cake will be produced each day. Approximately two (2) semi-loads per day of dewatered digestate cake (approximately 44-yd³) will be transported off-site or used in urban farming operations on-site. If excess finished product cakes are generated, the material will be temporarily stockpiled inside the approximately 5,600-ft² building (referred to as Pole Barn). Trucks may enter the Pole Barn for indoor loading and exit the opposite side (i.e., drive through operation). Temporary stockpiling of wood chips/mulch for mixing with finished product cakes prior to truck loading may also take place within the Pole Barn.

All water removed by the filter press (filtrate) will be captured within a concrete curb and directed to a catch basin that gravity drains into two (2) 30,000-gallon below-grade tanks (T-250A and T-250B). From the tank, some filtrate may be recycled in the plant for process use, and the remainder will be discharged to the municipal combined sewer system via on-site manhole (Outfall 1A) under an approved Discharge Authorization from the Metropolitan Water Reclamation District of Greater Chicago (MWRD). No “pretreatment” of this wastewater (i.e., the filtrate) is expected to be conducted, or necessary.

5. Storage Areas

As part of the facilities operations, various material storage will occur at the facility. All storage will occur inside. No outdoor storage (or transfer) operations will be performed.

“Raw” food waste will arrive by trucks, compactors, or other container, generally with the anticipation that the waste will be immediately transferred into the digester preprocessing equipment. However, solid food waste may be temporarily stored inside the main building in stockpiles for subsequent transfer into the live-bottom bunker. Bulk food waste, not contained in packages, will be processed within 24-hours of arrival on-site.

Palletized, packaged food products may be stored in the building prior to processing, generally not exceeding 7-days (though certain non-perishable items could be maintained for longer). “Finished product” cake solids will be loaded directly onto semi-trailers. There is space to park two (2) full-trailers in the building if the cake solids cannot immediately be transported to the receiving facility.

A summary of liquid storage is provided below.

Tank Identification	Storage Type	Volume (gal)	Description	Location
T-050A	"Raw" Feedstock	30,000	"Raw Liquid" Receiving Tank	North end of building
T-050B		30,000	"Raw Liquid" Receiving Tank	
T-065A	Feedstock	5,500	Grit Separation Tank	
T-100	Feedstock	320,000	Biomass Equalization Tank	North of building, west
T-110	Conditioned Feedstock	1,640,000	Digester Tank	North of building, east
T-205	Digestate	30,000	Screened Digestate Tank	North end of building
T-250A	Filtrate	30,000	Belt Press Filtrate Tank	South end of building
T-250B	Filtrate	30,000	Belt Press Filtrate Tank	
--	Polymer	2,000	Polymer tank	

Stockpiles of finished product cakes may take place temporarily inside the Pole Barn. The Pole Barn may also be used for the temporary storage of wood chips/mulch (or similar products) for mixing with finished product cakes prior to export from the facility.

6 (and erroneously repeated verbatim as 8 on the form). Non-compostable waste

As noted in the above process narrative, non-digestible waste will be removed across several steps of the treatment process and transferred into trash compactors (2) staged inside the building for eventual off-site shipment to a municipal waste landfill. The facility will remove one (1) to two (2) compactors of food waste packaging and grit to the landfill per day.

Wastewater generated during the treatment process will be recycled for use during facility processes or will be discharge to the MWRD combined sewer system under an approved Discharge Authorization.

In addition to on-site methods of waste removal, the facility intends to educate haulers and generators on the acceptable types of waste and how the waste will be processed. Container labeling and controlling access to the waste dumpsters will also mitigate the level of unauthorized contamination.

7. Dust/Odor/Noise Control

Most processes will be performed inside the processing building. Other activities are also conducted inside of ASTs, hoop houses, or the Pole Barn. Solid food waste will be transported in enclosed compactors or tarped roll-off boxes or dump trailers. Overhead roll-up doors will only be opened to allow for truck entry/exit. The overhead doors will only be opened while a vehicle is passing through the threshold.

The processing building will be maintained at a slight negative air pressure, and ventilation air will be treated through a carbon guard bed. Air ionizer units within the building will provide in-situ treatment of the odor causing compounds. Air permits (as required) from the City of Chicago and the Illinois Environmental Protection Agency (Illinois EPA) will be obtained for all air emissions and equipment.

Sound pressure levels will be limited to 65-dBa at 50-feet from the exterior of the facilities. Sound pressure levels at property lines will be limited to 50-dBa from 10-PM to 6-AM.

9. Access Controls

As identified in Figure 3, the facility will be secured via 6-ft high fencing along the north, south, and east periphery, with the western periphery secured via the elevated Rock Island Railroad embankment and tracks that are immediately to the west of the facility. Vehicle access to the facility will be controlled by gates at the West 83rd Street entrance and the South Wallace Avenue entrance. Additional facility security measures may include common security items such as cameras, security alarm system, etc.

10. Finished Compost Cake Use

Finished cake solids will be used on-site by the Urban Growers Collective within the urban farming operations conducted inside the hoop houses or will be shipped off-site for use as compost source material by other regional composters. Approximately two (2) semi-loads per day (44-yd³ per day) of dewatered cake solids will be transported off-site.

The finished compost cake will be tested to demonstrate compliance with the standards listed in 35 IAC 830.503 (General Use Compost). The compost cake will be tested on a 1-sample per 5,000-yd³ basis. This includes testing of pH, various metals (Arsenic, Cadmium, Chromium, Copper, Lead, Mercury, Nickel, Selenium, and Zinc), fecal coliform or Salmonella, and stability.

11. Recordkeeping

The facility will collect and maintain on-site records regarding the inputs and outputs of the facility, including:

- Daily weights of recyclable inputs to the facility, by type;
 - Waste manifests
- Daily quantities (weight and/or volume) of material removed from the facility, including:
 - Dewatered digestate cake
 - Non-compostable wastes
 - Wastewater discharge (to the MWRD)
 - RNG delivered to the public utility (Peoples Gas)
 - Biogas flared
 - RNG flared
 - Tail gas flared
- Utilities
 - Natural gas consumption
 - Electric use
 - Water use
- Process data
 - Equipment operating hours
 - Process temperatures
- Observed stack exhaust opacity for combustion equipment
- Results of nutrient analysis, pH, regulated metals, and pathogens (per permit requirements)

- Filtrate water analysis per MWRD
- Equipment downtime and causation
- Equipment overhaul and/or recalibration, including combustion devices
- Any occurrence of detected/observed tank venting and duration
- Spills
- Accident/Incident reports

All process values will be recorded automatically and logged by the plant SCADA system. Periodic reports will be automatically generated as needed for review by stakeholders.

All records will be maintained electronically and will be accessible for review from any internet-connected device by authorized parties. Data will be saved securely by a cloud-storage service such as Google Drive or Drop Box.

Attachment to LPC-PA6 Section 5.B: Development Plan

Consistent with any property development, the construction of the facility and major structures are to be completed prior to submitting an operating permit application. The level of completeness of development will be such that the facility may pass an inspection, if required, and be effectively ready to begin operations. However, per 35 IAC 807, the operating permit application will be submitted at least 45-days prior to intended startup.

Attachment to LPC-PA6 Section 5.C: Documentation

1. Potable Water Wells

A survey was performed to evaluate the potential for potable water wells within the area surrounding the facility. Documentation available from various agencies was evaluated. One (1) potable water well was identified by Illinois State Geological Survey (ISGS) within the search area. The Illinois State Water Survey (ISWS) identified only one (1) well within all of Township 38 North, Range 14 East. The ISWS well is a duplicate of the ISGS identified well. The location of the well is over 2,000-ft to the south-southwest at the closest point. Further, the City of Chicago Groundwater Use Prohibition Ordinance prohibits the use of groundwater as a potable water source, and as such, this well is not believed to be in use. No potable water wells are located within 200-ft of the facility. Attachment 4 to the PA-6 form provides the potable water well information.

2. 10-yr Flood Map

Attachment 5 to the PA-6 form provides the 10-yr flood map. As noted on the documentation, the facility is located in an “Area of Minimal Flood Hazard.”

3. Character of Surrounding Area

In accordance with Section 39.2(h) of the Illinois Environmental Protection Act, a local siting review (under the Illinois EPA regulations) does not apply to any existing or new pollution control facility located within the corporate limits of a municipality with a population of over 1,000,000 (e.g., in Chicago). As such, the assessment as to whether the site location is compatible with the character of the surrounding area is primarily evaluated by the City of Chicago process. The facility has gone through the Chicago “Planned Development” process and the proposed facility has been approved via designation of Industrial Planned Development Number 1443, for the following described uses:

The following uses are allowed in the area delineated herein as an Industrial Planned Development: anaerobic digester, community garden, indoor, outdoor and rooftop farm operation, food and beverage retail sales, general retail sales, artisanal, limited, general and intensive manufacturing and industrial service, liquid waste handling facilities, resource recovery facilities, transfer station, modified transfer station, wireless communication facilities, utilities minor and major, office, accessory parking, Class I, II and III recycling facilities, waste-related uses all other related and accessory uses.

The applicant acknowledges that all operations will follow the use standards of Section 17-9-0117A with respect to Class III recyclers. The applicant acknowledges that any and all composting on the property would be conducted in-vessel and be in compliance with the standards as listed in the Chicago Municipal Code under Section 7-28-215.

A copy of the Planned Development Designation is provided as Attachment 6. But to provide the Illinois EPA additional information with respect to the evaluation of the compatibility of the facility's location and operations with the character of the surrounding area, the attached Figure 2 provides a description of the surrounding area uses. Figure 3 shows distances from the operating areas of the facility to the nearest residences and any other potential sensitive receptors within 1/8-mile of the facility.

4. Setback to Residences

The referenced 200-ft setback requirement under the Illinois EPA regulations is not strictly applicable to this composting facility that is to be sited in Chicago. The City of Chicago Planned Development Designation documents the City's approval of the facility layout and siting with respect to surrounding neighborhood property use. Refer to Figure 3 for distances from the facility operations to the nearest residential property line.

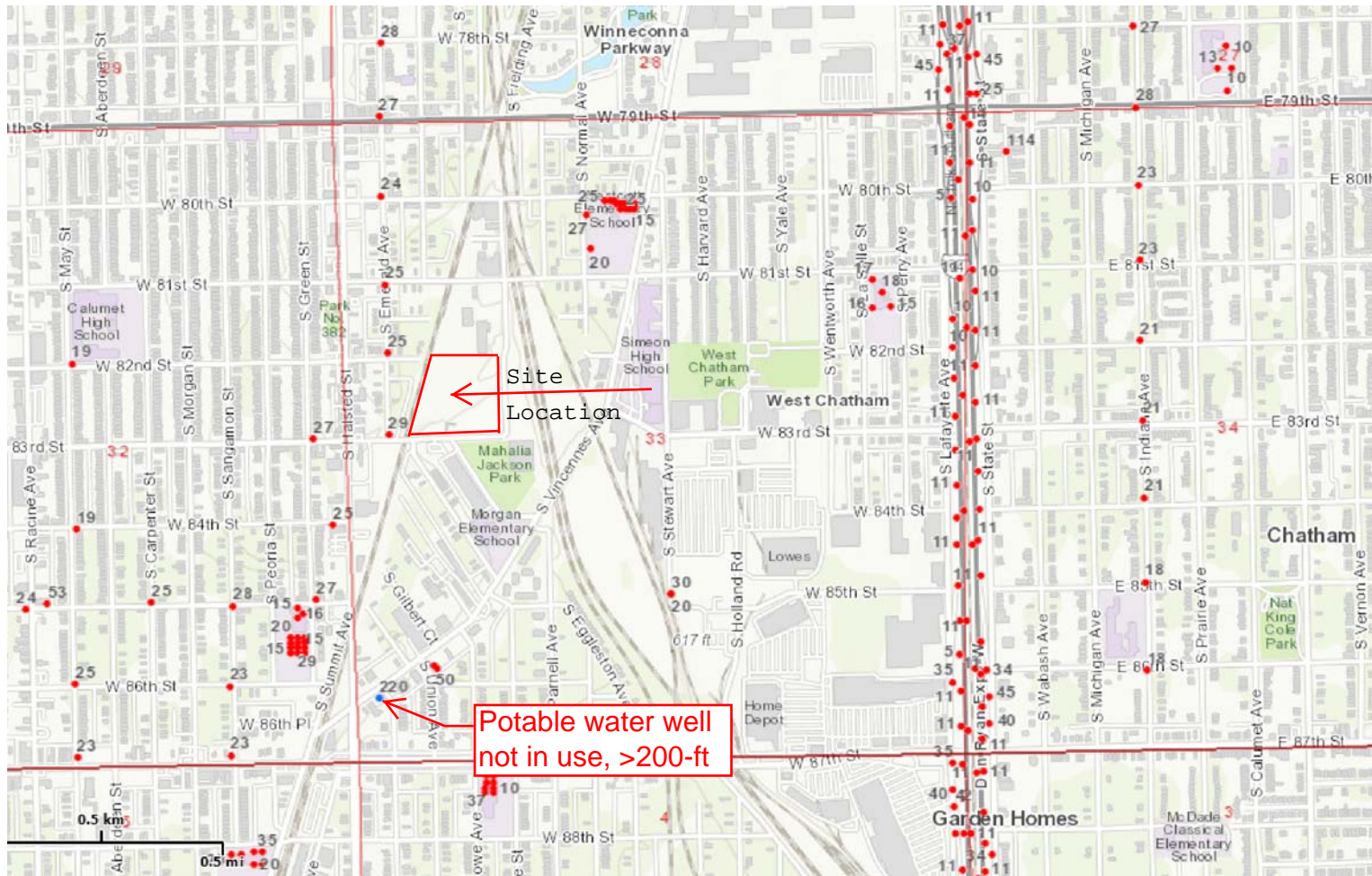
5i-iii. Protection of Water

Protection of the groundwater is primarily accomplished by performing all operations inside buildings with concrete floors or inside ASTs. No storage or treatment operations will occur outside. Further, a majority of the facility will be paved with asphalt or concrete. The depth to groundwater of generally 6-ft or deeper additionally aids in protection.

The hardscape of the majority of the facility will prevent erosion. Engineered drainage and an on-site stormwater detention pond will be designed to control runoff and erosion. A Stormwater Pollution Prevention Plan (SWPPP) will be completed consistent with the requirements detailed under the Illinois Environmental Protection Agency NPDES Permit for construction site activities (general permit number ILR10).

Finally, as previously noted, all wastewater generated on-site will be discharged to the MWRD combined sewer system under an approved Discharge Authorization.

**ATTACHMENT 5 TO LPC-PA6
POTABLE WATER WELL
(SUPPORTING DOCUMENTATION TO LPC-PA6 FORM SECTION 5.C.1)**



ILLINOIS STATE
GEOLOGICAL SURVEY
PRAIRIE RESEARCH INSTITUTE

Potable Water Well Map

Date: Oct 29, 2020



All locations identified on the map are engineering or test borings other than the one (1) specifically flagged potable water well.

Domestic Wells Database

Domestic Wells Database

Records for COOK county, 38N township, 14E range, 33 section.

<u>Well ID</u>	<u>Plot</u>	<u>Depth</u>	<u>Record Type</u>	<u>Well Use</u>	<u>Well Type</u>	<u>Aquifer Type</u>	<u>Driller</u>	<u>Date Drilled</u>	<u>Static Level</u>	<u>Pumping Level</u>	<u>Pumping GPM</u>	<u>Pumping Hours</u>	<u>ISGS No.</u>
28938	8B	220	RG	DO		BR	STINNETT	06/26/1978					24259
Owner: Strong Delivery Ministry Assoc (rev Elder Jackson)													

[Search for a different Section](#)

If this page does not print correctly, change your browser's layout mode to landscape.

Please view our [Data Disclaimer](#), [Water Well Records Policies and Procedures](#), and [Plot Location System](#).

Column headings link to data explanations.

| [DWD Home](#) | [Meta Data](#) | [Location System](#) | [Disclaimer](#) | [Contact Us](#) | [Help](#) |
| [Domestic Wells Database Home](#) |

Illinois State Water Survey

2204 Griffith Dr., MC-674
Champaign, IL 61820-7463
217-244-5459
[Email us](#)

Email the [Web Administrator](#) with questions or comments.

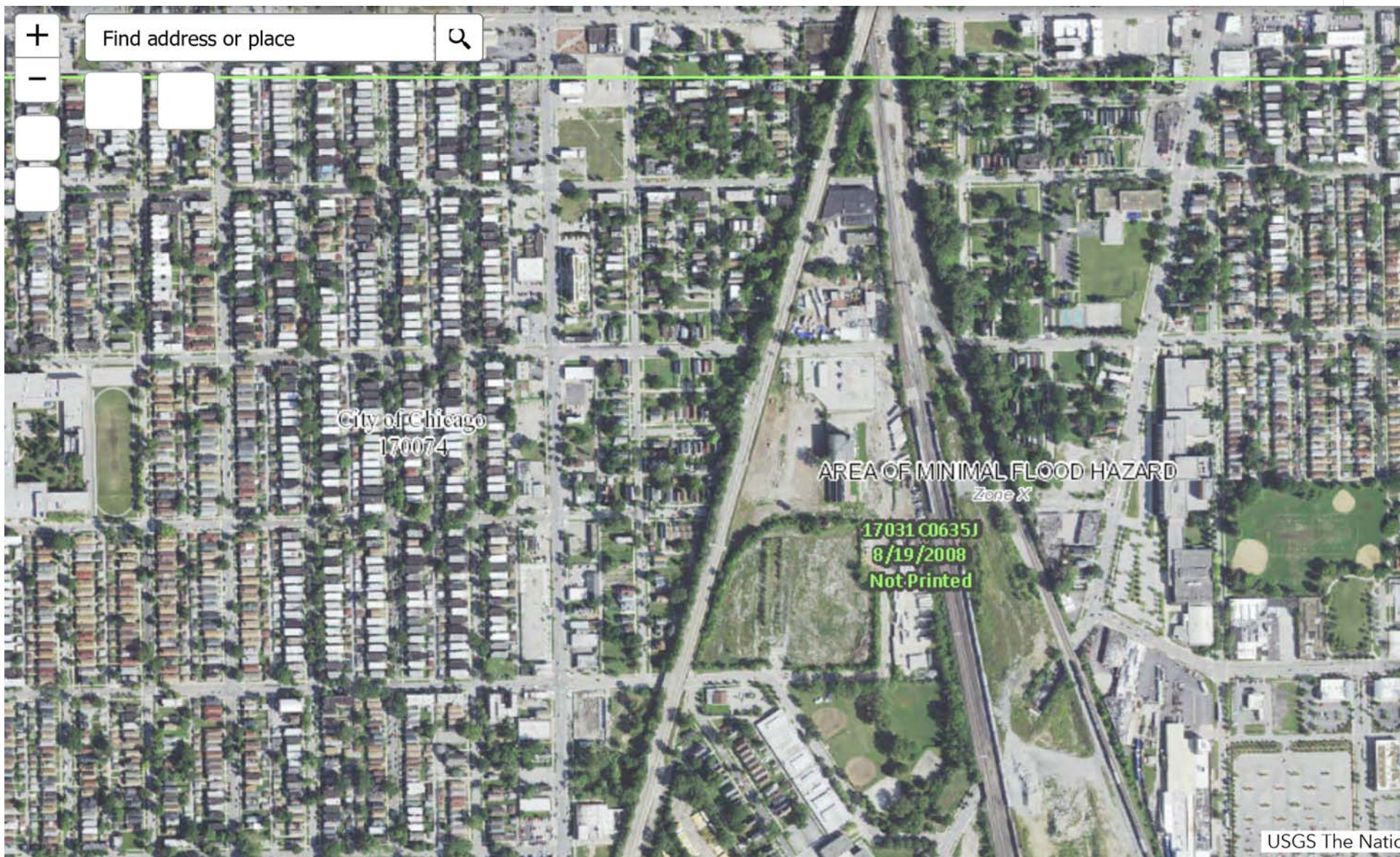
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**ATTACHMENT 6 TO LPC-PA6
FLOOD MAP
(SUPPORTING DOCUMENTATION TO LPC-PA6 FORM SECTION 5.C.2)**



FEMA's National Flood Hazard Layer (NFHL) Viewer

with Web AppBuilder for ArcGIS



600ft
-87.623 41.751 Degrees

**ATTACHMENT 7 TO LPC-PA6
ZONING DOCUMENTATION
(SUPPORTING DOCUMENTATION TO LPC-PA6 FORM SECTION 5.C.3)**

19881

100874

JOURNAL--CITY COUNCIL--CHICAGO

4/10/2019

~~Reclassification Of Area Shown On Map No. 18-D.
(Application No. 19908)
(Common Address: 8158 S. Woodlawn Ave.)~~

[O2018-9890]

~~Be It Ordained by the City Council of the City of Chicago:~~

~~SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, be amended by changing all the RS3 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 18-D in the area bounded by:~~

~~a line 36 feet north of and parallel to East 72nd Street; South Woodlawn Avenue; East 72nd Street; and the alley next west of and parallel to South Woodlawn Avenue,~~

~~to those of a B1-2 Neighborhood Shopping District and a corresponding use district is hereby established in the area above described.~~

~~SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.~~

Reclassification Of Area Shown On Map No. 20-F.
(As Amended)
(Application No. 19881)
(Common Address: 650 W. 83rd St.)

IPD1443

[SO2018-9262]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, be amended by changing all the M1-2 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 20-F in the area bounded by:

beginning at a line 594 feet north of and parallel to West 83rd Street, as measured from the intersection of South Wallace Street and West 83rd Street; South Wallace Street; West 83rd Street; and the easterly right-of-way line of the Chicago, Rock Island, and Pacific Railroad running to the northeast, back to the point of beginning,

to those of an M3-2 Heavy Industry District and a corresponding use district is hereby established in the area above described.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the M3-2 Heavy Industry District symbols and indications within the area herein above described to the designation of Industrial Planned Development Number 1443, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others..

SECTION 3. This ordinance shall be in force and effect from and after its passage and due publication.

Industrial Planned Development Statements referred to in this ordinance read as follows:

Industrial Planned Development Statements.

1. The area delineated herein as Industrial Planned Development Number 1443 ("Planned Development") consists of approximately 387,902 net square feet of property which is depicted on the attached Planned Development Boundary and Property Line Map ("Property") and is owned by the City of Chicago. The Applicant is Green Era Educational, NFP.
2. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time of application for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or designated control. Single designated control is defined in Section 17-8-0400 of the Zoning Ordinance.
3. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall require a separate submittal to the Department of Transportation on behalf of the Applicant or its successors, assigns or grantees.

Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the Planned Development.

Ingress or egress shall be pursuant to the Planned Development and may be subject to the review and approval of the Departments of Planning and Development and Transportation. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of the Department of Transportation.

Pursuant to a negotiated and executed Perimeter Restoration Agreement ("Agreement") by and between the Department of Transportation's Division of Infrastructure Management and the Applicant, the Applicant shall provide improvements and restoration of all public way adjacent to the property, which may include, but not be limited to, the following as shall be reviewed and determined by the Department of Transportation's Division of Infrastructure Management:

- Full width of streets
- Full width of alleys
- Curb and gutter
- Pavement markings
- Sidewalks
- ADA crosswalk ramps
- Parkway and landscaping

The Perimeter Restoration Agreement must be executed prior to any Department of Transportation and Planned Development Part II Review permitting. The Agreement shall reflect that all work must comply with current Rules and Regulations and must be designed and constructed in accordance with the Department of Transportation's Construction Standards for Work in the Public Way and in compliance with the Municipal Code of Chicago Chapter 10-20. Design of said improvements should follow the Department of Transportation's Rules and Regulations for Construction in the Public Way as well as The Street and Site Plan Design Guidelines. Any variation in scope or design of public way improvements and restoration must be approved by the Department of Transportation.

4. This plan of development consists of 16 Statements; a Bulk Regulations Table; an Existing Land-Use Map; a Planned Development Boundary and Property Line Map; Site Plan; Landscape Plan; and Building Elevations dated March 21, 2019 submitted herein. Full-sized copies of the Site Plan, Landscape Plan and Building Elevations are on file with the Department of Planning and Development. In any instance where a provision of this Planned Development conflicts with the Chicago Building Code,

the Building Code shall control. This Planned Development conforms to the intent and purpose of the Zoning Ordinance, and all requirements thereto, and satisfies the established criteria for approval as a Planned Development. In case of a conflict between the terms of this Planned Development Ordinance and the Zoning Ordinance, this Planned Development Ordinance shall control.

5. The following uses are allowed in the area delineated herein as an Industrial Planned Development: anaerobic digester, community garden, indoor, outdoor and rooftop farm operation, food and beverage retail sales, general retail sales, artisanal, limited, general and intensive manufacturing and industrial service, liquid waste handling facilities, resource recovery facilities, transfer station, modified transfer station, wireless communication facilities, utilities minor and major, office, accessory parking, Class I, II and III recycling facilities, waste-related uses all other related and accessory uses.

The applicant acknowledges that all operations will follow the use standards of Section 17-9-0117A with respect to Class III recyclers. The applicant acknowledges that any and all composting on the property would be conducted in-vessel and be in compliance with the standards as listed in the Chicago Municipal Code under Section 7-28-215.

- *5. On-premises signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development, subject to the review and approval of the Department of Planning and Development. Off-premises signs are prohibited within the boundary of the Planned Development.
6. For purposes of height measurement, the definitions in the Zoning Ordinance shall apply. The height of any building shall also be subject to height limitations, if any, established by the Federal Aviation Administration.
7. The maximum permitted Floor Area Ratio ("FAR") for the site shall be in accordance with the attached Bulk Regulations Table. For the purposes of FAR calculations and measurements, the definitions in the Zoning Ordinance shall apply. The permitted FAR identified in the Bulk Regulations Table has been determined using a Net Site Area of 387,923 square feet.
8. Upon review and determination, "Part II Review", pursuant to Section 17-13-0610 of the Zoning Ordinance, a Part II Review fee shall be assessed by the Department of Planning and Development. The fee, as determined by staff at the time, is final and binding on the Applicant and must be paid to the Department of Revenue prior to the issuance of any Part II Approval.

* Editor's Note: Numbering sequence error; Statement 5 duplicated in original document.

9. The Site and Landscape Plans shall be in substantial conformance with the Landscape Ordinance and any other corresponding regulations and guidelines. Final landscape plan review and approval will be by the Department of Planning and Development. Any interim reviews associated with site plan review or Part II Reviews, are conditional until final Part II Approval.
10. The Applicant shall comply with Rules and Regulations for the Maintenance of Stockpiles promulgated by the Commissioners of the Departments of Streets and Sanitation, Environment and Buildings, under Section 13-32-125 of the Municipal Code, or any other provision of that Code.
11. The terms and conditions of development under this Planned Development ordinance may be modified administratively, pursuant to Section 17-13-0611-A of the Zoning Ordinance by the Zoning Administrator upon the application for such a modification by the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors.
- *13. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables and maximizes universal access throughout the Property. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.
14. The Applicant acknowledges that it is in the public interest to design, construct, renovate and maintain all buildings in a manner that provides healthier indoor environments, reduces operating costs and conserves energy and natural resources. The Applicant shall obtain the number of points necessary to meet the requirements of the Chicago Sustainable Development Policy, in effect at the time of the Part II Review process is initiated for each improvement that is subject to the aforementioned policy and must provide documentation verifying compliance.
15. The Applicant acknowledges that it is the policy of the City to maximize opportunities for Minority- and Women-owned Business Enterprises ("M/WBEs") and city residents to compete for contracts and jobs on construction projects approved through the planned development process. To assist the city in promoting and tracking such M/WBE and city resident participation, an applicant for planned development approval shall provide information at three points in the City approval process. First, the Applicant must submit to DPD, as part of its application for planned development approval, an M/WBE Participation Proposal. The M/WBE Participation Proposal must

* Editor's Note: Numbering sequence error; Statement 12 missing in original document.

identify the applicant's goals for participation of certified M/WBE firms in the design, engineering and construction of the project, and of City residents in the construction work. The City encourages goals of 26 percent MBE and 6 percent WBE participation (measured against the total construction budget for the project or any phase thereof), and *(ii) 50 percent City resident hiring (measured against the total construction work hours for the project or any phase thereof). The M/WBE Participation Proposal must include a description of the applicant's proposed outreach plan designed to inform M/WBEs and City residents of job and contracting opportunities. Second, at the time of the applicant's submission for Part II Permit Review for the project or any phase thereof, the applicant must submit to DPD (a) updates (if any) to the applicant's preliminary outreach plan, (b) a description of the applicant's outreach efforts and evidence of such outreach, including, without limitation, copies of certified letters to M/WBE contractor associations and the ward office of the alderman in which the project is located and receipts thereof; (c) responses to the applicant's outreach efforts, and (d) updates (if any) to the applicant's M/WBE and City resident participation goals. Third, prior to issuance of a Certificate of Occupancy for the project or any phase thereof, the applicant must provide DPD with the actual level of M/WBE and City resident participation in the project or any phase thereof, and evidence of such participation. In addition to the forgoing, DPD may request such additional information as the department determines may be necessary or useful in evaluating the extent to which M/WBEs and City residents are informed of and utilized in planned development projects. All such information will be provided in a form acceptable to the Zoning Administrator. DPD will report the data it collects regarding projected and actual employment of M/WBEs and City residents in planned development projects twice yearly to the Chicago Plan Commission and annually to the Chicago City Council and the Mayor.

16. This Planned Development shall be governed by Section 17-13-0612 of the Zoning Ordinance. Should this Planned Development ordinance lapse, the Commissioner of the Department of Planning and Development shall initiate a zoning map amendment to rezone the Property to the M3-2.

[Planned Development Area; Site Plan; Architectural Site Plan; Floor Plan;
and Building Elevations A, B, C and D referred to in these Industrial
Planned Development Statements printed on pages 100881
through 100887 of this *Journal*.]

* Editor's Note: Numbering sequence error; (i) missing in original document.

19881

100880

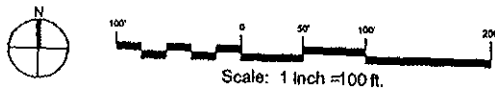
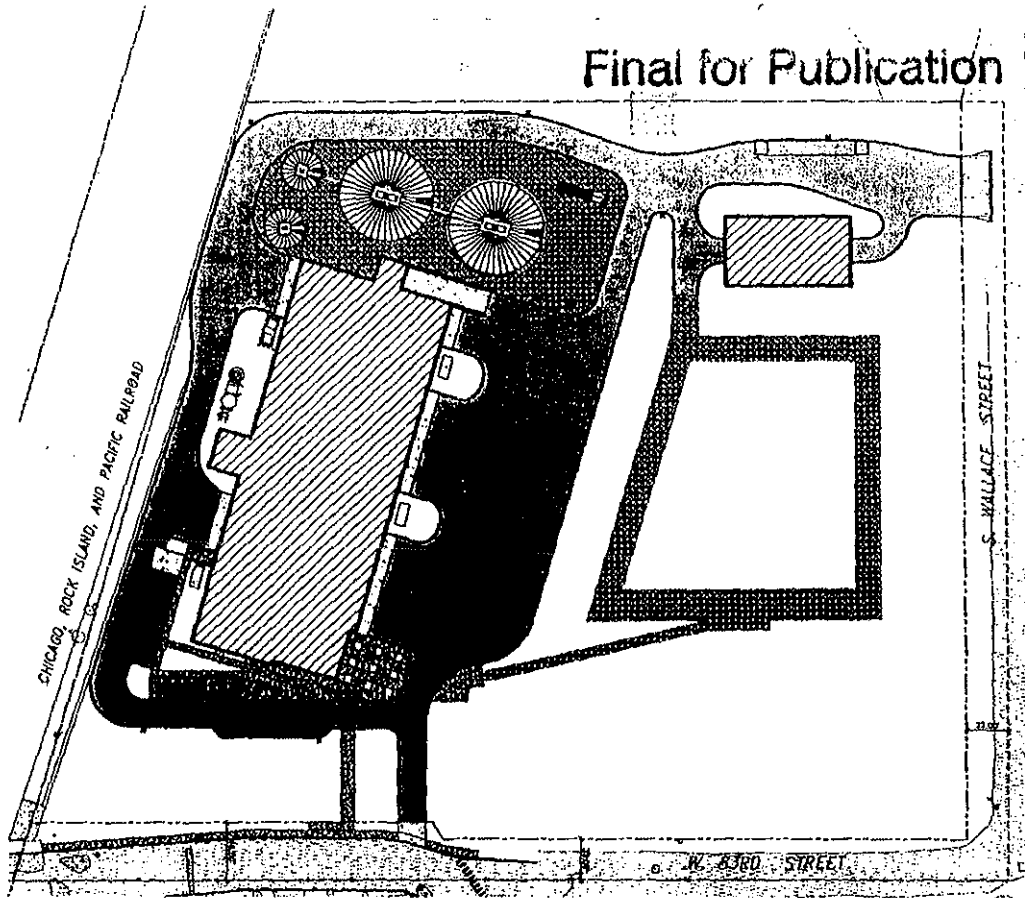
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4/10/2019

Bulk Regulations and Data Table referred to in these Industrial Planned Development Statements read as follows:

Bulk Regulations And Data Table.

Gross Site Area:	437,923 square feet
Net Site Area:	387,902 square feet
Right-Of-Way Area:	50,021 square feet
Maximum Floor Area Ratio:	2.2
Principal Building Height Maximum:	75 feet
Accessory Building Height Maximum:	95 feet
Minimum Number of Off-Street Loading Spaces:	1 at 10 by 50
Minimum Number of Off-Street Parking Spaces:	22
Minimum Number of Bike Parking Spaces:	4
Minimum Required Setbacks:	Per Site Plan



LEGEND:

- PROPERTY LINE
- (PD NET AREA)
367,902.33 SQ FT
(8.90 ACRES)
- (PD GROSS AREA)
437,822.80 SQ FT
(10.05 ACRES)

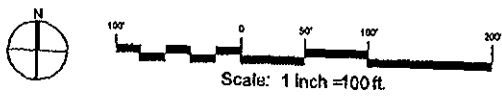
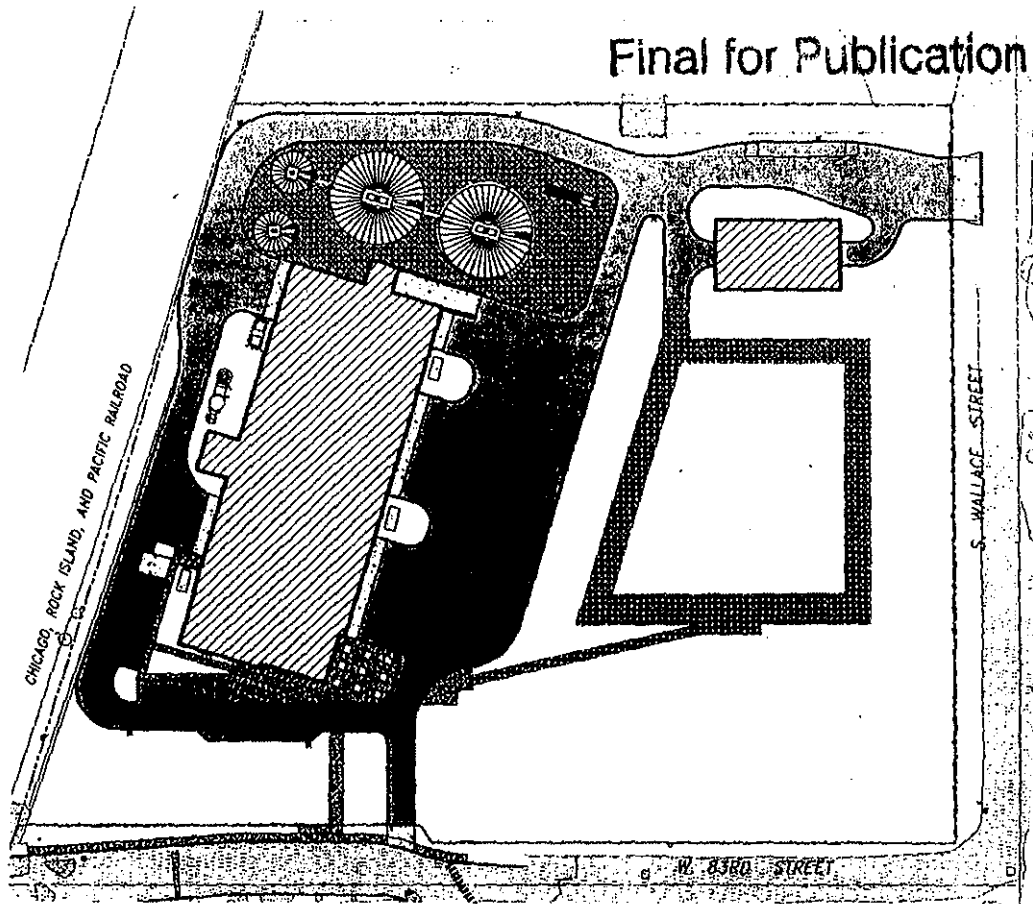
PD AREA

SCALE: 1" = 100'

APPLICANT: GREEN ERA EDUCATIONAL NFP
 ADDRESS: 650 W 83RD STREET CHICAGO, IL 60620
 INTRODUCTION: DECEMBER 5, 2018



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LEGEND:

	PROPERTY LINE
	BUILDING
	CONCRETE WALK AND BASE
	ASPHALT PAVEMENT AND BASE
	CONCRETE PAVEMENT AND BASE
	GRAVEL
	CONCRETE CURB AND GUTTER

SITE PLAN

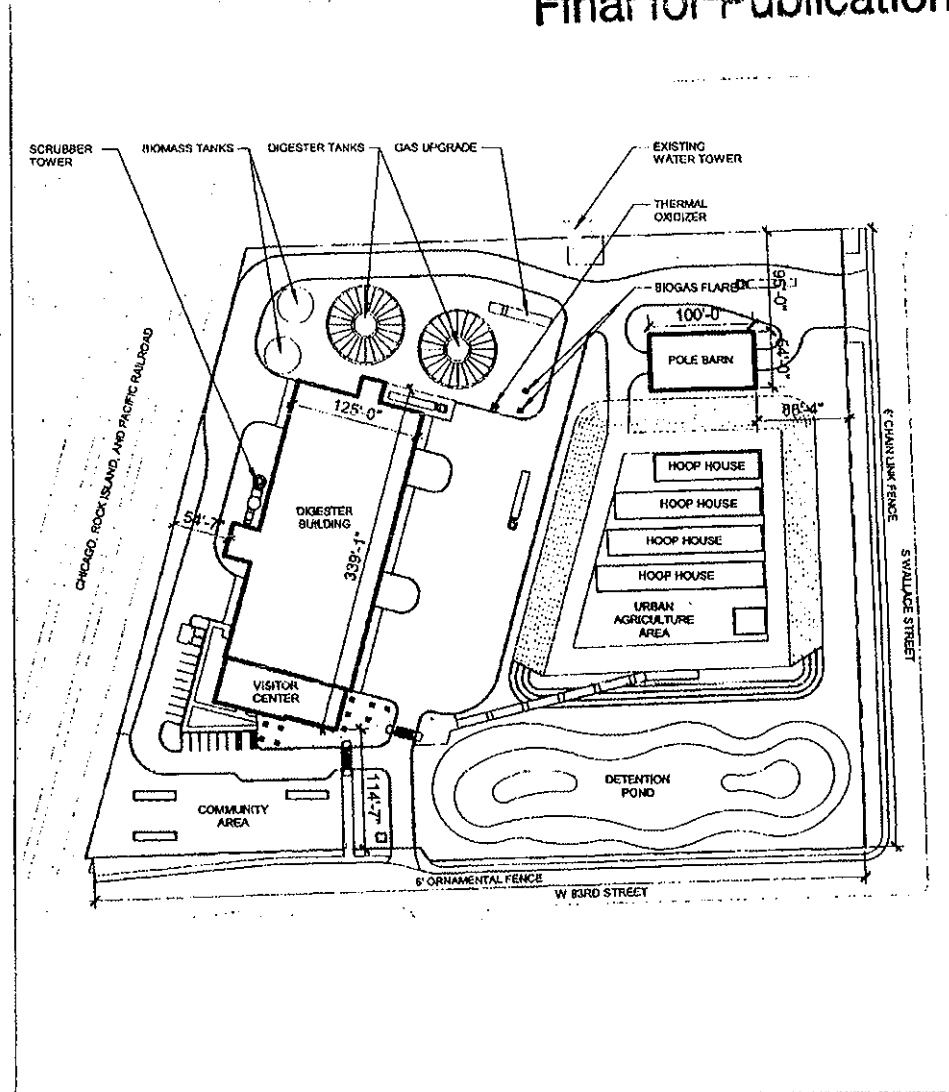
SCALE: 1" = 100'

APPLICANT: GREEN ERA EDUCATIONAL NFP
 ADDRESS: 650 W 83RD STREET CHICAGO, IL 60620
 INTRODUCTION: DECEMBER 5, 2018

TERRA
 ENGINEERING LTD
227 W. Olive Street, Suite 400, Chicago, IL 60624
 TEL: 312.467.1111 FAX: 312.467.0229

McBride
 Kelley
 Baurer
 Architects / Planners

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ARCHITECTURAL SITE PLAN

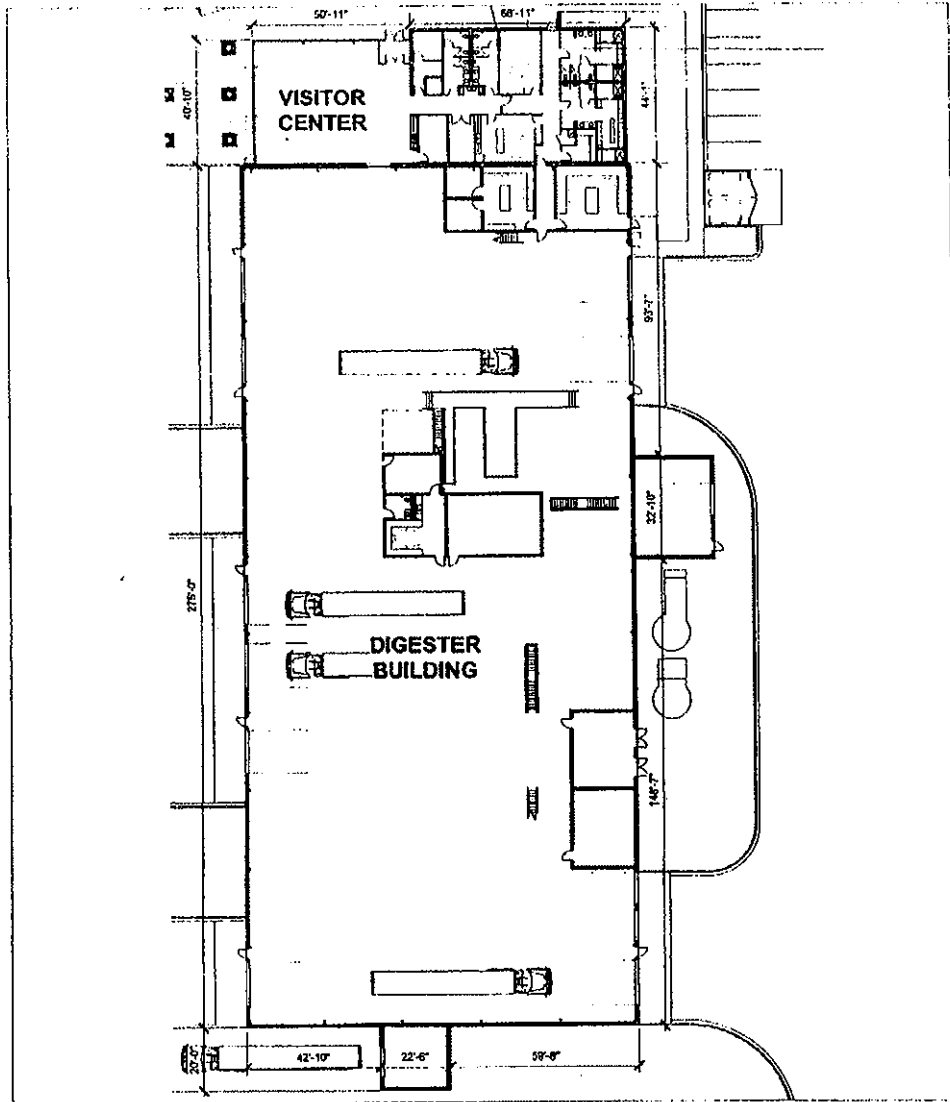
SCALE: 1" = 120'-0"



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FLOOR PLAN

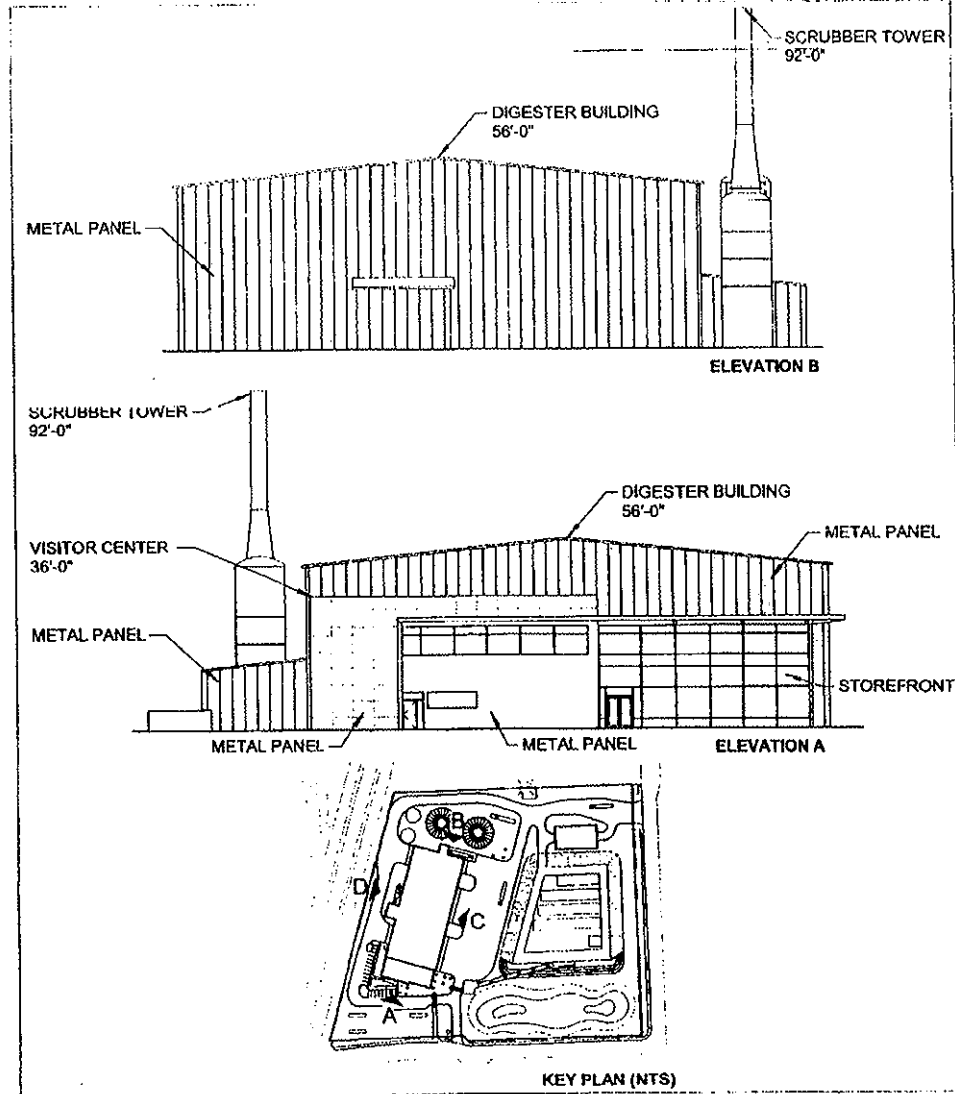
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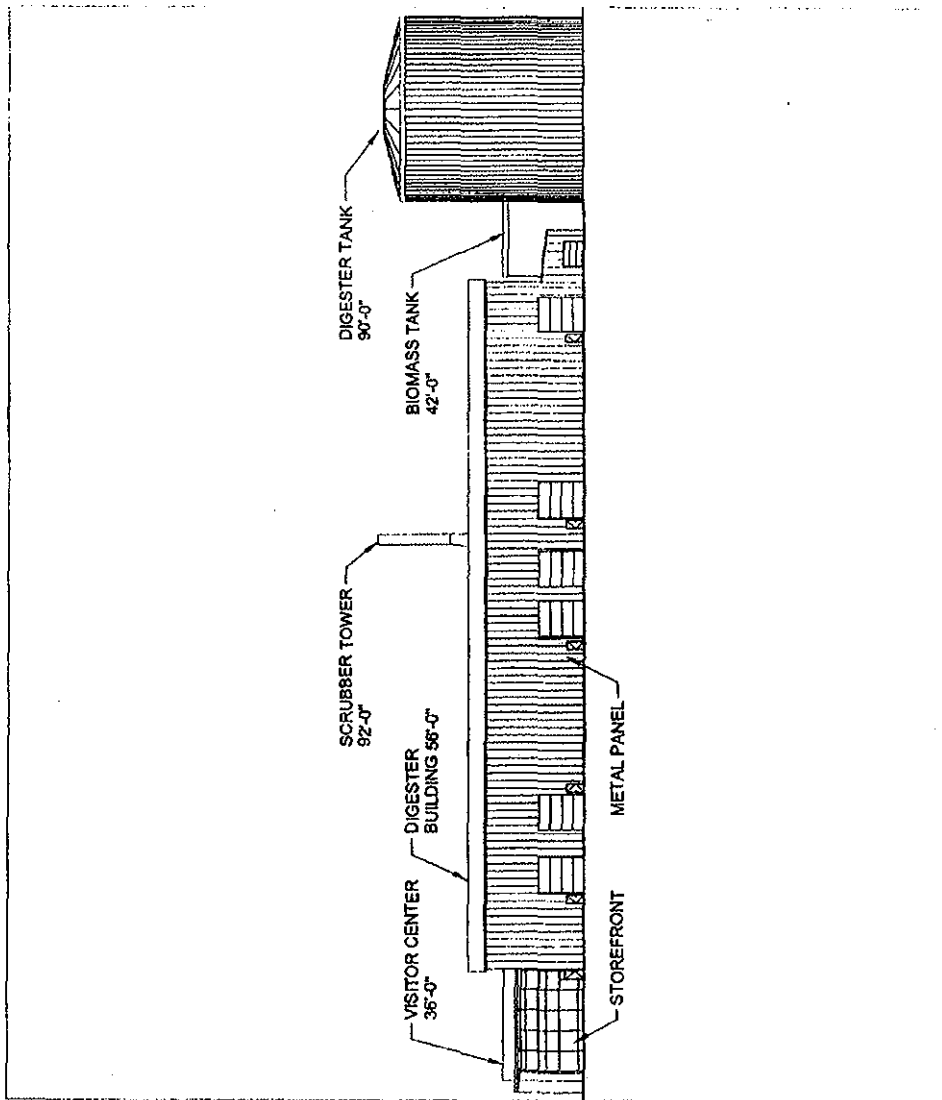
ELEVATIONS A & B

SCALE: 1" = 30'-0"

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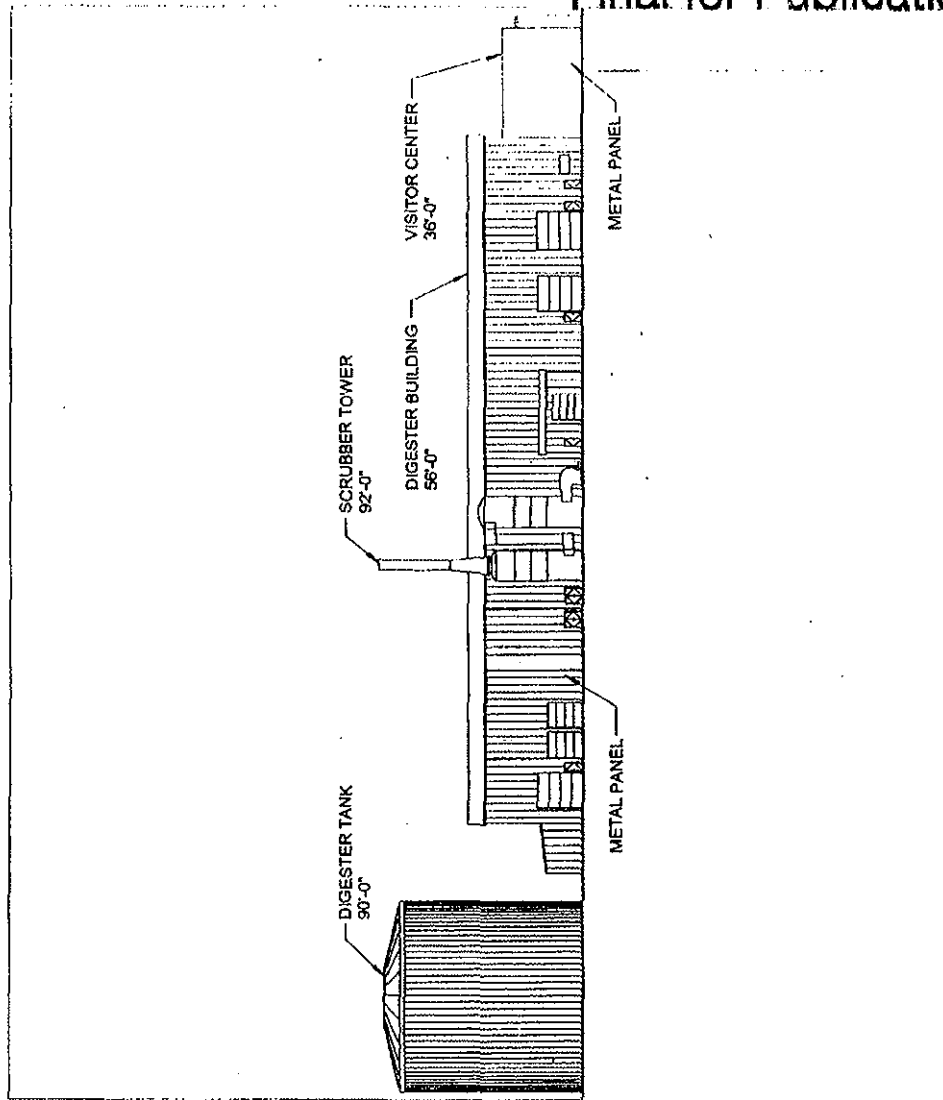
ELEVATION C

SCALE: 1" = 50'-0"

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ELEVATION D

SCALE: 1" = 50'-0"

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INTRODUCTION: DECEMBER 5, 2018

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**ATTACHMENT 8 TO LPC-PA6
CLOSURE PLAN WITH LPC-PA11 FORM**

**CLOSURE PLAN
GREEN ERA SUSTAINABILITY
650 WEST 83RD STREET
CHICAGO, ILLINOIS 60620-1937**

March 31, 2021

Prepared For:
Green Era Educational NFP
218 North Jefferson Street, Suite 300
Chicago, Illinois 60661-1307

Prepared By:
DAI Environmental, Inc.
27834 North Irma Lee Circle
Lake Forest, Illinois 60045

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Illinois Environmental Protection Agency

Bureau of Land • 1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276

Closure Plans and Post-Closure Care Plans (LPC-PA11)

This form, along with the General Application for Permit Form (LPC-PA1), should be included in permit applications proposing the initial closure plan, and post-closure care plan if applicable, for waste management units subject to 35 IAC Parts 807 or 832. It does not need to be used in permit applications proposing to modify closure or post-closure care plans that have already been approved through the permit process. To modify an existing plan, identify the type of submission as a Supplemental (35 IAC Part 807) on the General Application for Permit form.

Hand-delivered Permit applications must be delivered between 8:30 am and 5:00 pm, Monday through Friday (excluding State holidays) to:

Bureau of Land, Permit Section, Mail Code #33
1021 North Grand Avenue East, P.O. Box 19276
Springfield, IL 62794-9276

You may also complete this form online, save a copy locally, print, and submit it to the Bureau of Land, Permit Section at the above address.

Site Identification

Site Name: Green Era Renewable Energy and Urban Farming Campus IEPA BOL Number: 0316715228
Street Address: 650 West 83rd Street P.O. Box: _____
City: Chicago State: IL Zip Code: 60620-1937 County: Cook
Permit No.: _____ for original DE, if obtained.

1. Identify the type of waste management unit that the plan addresses:
- Disposal WasteTreatment Storage/Transfer Composting

Provide a map or plan that clearly delineates each of the above. If more than one unit exists for each category, make sure to clearly designate each individual unit.

2. Was the interim formula for 35 IAC 807.624 previously used to prepare a cost estimate?
- Yes No

Cover Information

3. For disposal unit(s) provide a map which clearly indicates:
- A. Those areas (or units) which are documented as having final cover (as defined in IAC 807.305(c)) applied. Provide date(s) when final cover was completed. NOTE: This box will expand as needed.

Not Applicable

Estimated date that cover was or will be applied: _____ The total area (in acres): _____
Average depth of refuse in each area: _____
Provide the bottom elevation (MSL): _____ Provide the final elevation (MSL): _____
Estimated date of final closure: _____

1.0 INTRODUCTION

Green Era 83rd Street, LLC will operate a food waste (solid and liquid) recycling (composting) facility addressed as 650 West 83rd Street in Chicago, Illinois. Anaerobic digestion composting operations will be performed inside an enclosed building with concrete pad floor and inside aboveground storage tanks. “Finished product” compost may be temporarily stockpiled inside the Pole Barn building with concrete pad floor. No outdoor storage or transfer operations will be conducted at the facility. The below information provides a closure plan written consistent with the applicable requirements of 35 IAC 807.503 and requested in Section 5 of Illinois Environmental Protection Agency (Illinois EPA) LPC-PA11 form.

2.0 CLOSURE PLAN

5.A) The maximum amount of waste that could be at the facility at the time of closure.

As a worst-case scenario, if this facility were to close with every storage unit that will be in use at 100% capacity, the following types of waste would be present: “raw” waste, partially “treated” waste, “finished product” compost, wastewater, and unused polymer. The amounts conservatively present are summarized below.

Waste Type	Storage Location	Waste Amount/Volume
“Raw” waste - solid	Warehouse floor, concrete	12 loads, 480-yd ³
“Raw” waste - solid	Bunker	160-yd ³
“Raw” waste - liquid	Concrete STs (2)	30,000-gallons (each)
Mixed waste - liquid	Grit hopper	5,500-gallons
Partially “treated” waste - liquid	Equalization AST	320,000-gallons
Partially “treated” waste - liquid	Digester AST	1,640,000-gallons
“Finished product” (compost cakes) and wood chips/mulch	Pole Barn	5,600-ft ²
Digestate (Wastewater)	Concrete ST	30,000-gallons
Filtrate (Wastewater)	Concrete STs (2)	30,000-gallons (each)
Unused polymer	AST	2,000-gallons

AST – aboveground storage tank

ST – sub-grade storage tank

5.B) The plan for removal of the waste.

All solid waste remaining at the facility will be placed into appropriate containers (e.g., dumpsters, compactors, roll-off boxes, or dump trucks) for subsequent disposal at a licensed municipal waste landfill. Compost cakes or other finished product compost will be sold or donated to end-users or will containerized and shipped to a municipal waste landfill. Liquid wastes will be properly disposed (landfill or liquid disposal facility) or discharged under the approved authorization obtained from the sanitary district.

5.C) The methods to decontaminate any remaining facilities or equipment.

All of the wastes brought to the facility will be non-hazardous liquids and solids that were diverted from a municipal landfill or wastewater treatment facility. Therefore, decontamination of the facility and equipment should not require more than a simple washdown with water and removal/containerization of solids for subsequent disposal.

5.D) A schedule and recordkeeping procedures to be followed.

The closure schedule for the facility is not anticipated to require more than 1-yr. The closure of buildings and associated equipment should not require more than simple decontamination and disposal of any residual wastes. All waste will be transferred to a municipal waste landfill or the sanitary district, likely at a rate consistent with the timing during full operations. Disposal operations are not anticipated to require substantial time.

Recordkeeping will be limited to simple waste tracking (e.g., bill of lading) and any recordkeeping/reporting requirements associated with the discharge authorization with the sanitary district. Additional recordkeeping may include any requirements specified in permits obtained from the Illinois EPA and/or City of Chicago.

5.E) A plan to be followed in case of premature final closure and temporary shutdown of the unit(s). The plan should identify the specific differences between routine and premature closure.

In general, the only major difference between routine closure and non-routine closure would be the requirement to ship waste off-site prior to full “treatment” via anaerobic digestion or static pile composting. The main steps for “premature final closure” and “temporary shutdown” are the immediate ceasing of import of food waste and the timely removal of the accumulated wastes discussed above.

No “raw” food waste should remain if the facility were pursuing a planned closure, because all waste import would be terminated in advance. However, waste being received up to the final date of a non-routine closure may be possible. As the food waste that would have been received is simply solids/liquids diverted from a standard municipal waste landfill and/or liquid disposal facility, the materials could be immediately shipped from the facility to the disposal locations already associated with the facility.

Similarly, if a non-routine closure prohibits the final completion of composting of previously received food waste, the non-hazardous material could be shipped off-site for disposal without any further anaerobic digestion. During a routine closure, material already in the active composting process would be finished, creating finished product compost cakes and wastewater. Cakes could be sold or donated, while wastewater would be discharged.

**ATTACHMENT 9 TO LPC-PA6
CITY OF CHICAGO RECYCLING FACILITY APPLICATION**