

Friends of the Chicago River :: Blue Ribbon Awards
Fay's Point . Blue Island, Illinois



FAY'S POINT
WHERE RIVERS MEET

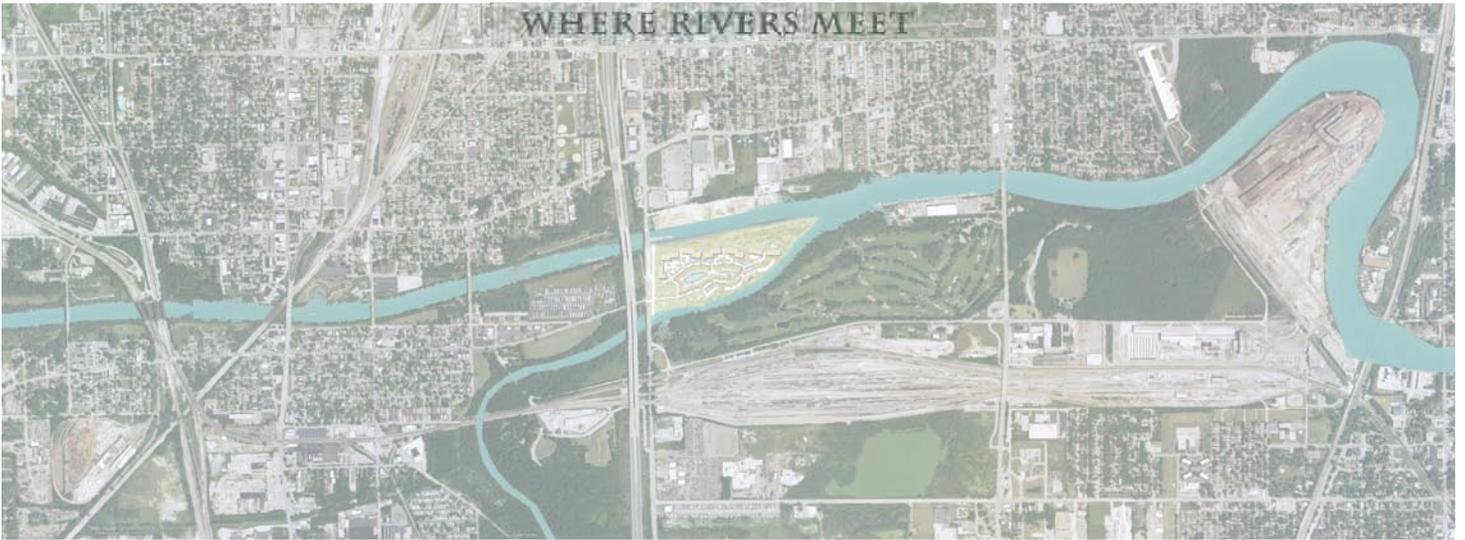


Table of Contents

I	Submission Form	page 1 - 3
II	Narrative	pages 4,5
III	Plans and Drawings	page 6,7
IV	Photographs	pages 8 - 12
V	Attachments	page 13 - 20
	Aerial	
	Native and Wetland Plant List	
	Residential Plant List	
	Wetlands Declaration	
VI	Credit List	page 21



Friends of the Chicago River



Blue Ribbon Awards 2010 Submission and Narrative Questions Form

Forms shall be type-written using this form or retyped completely as long as the information is complete.

1) Entrant's Contact Information

Primary Contact Person Arvydas Laucius

Organization or Company Name Fay's Point, LLC

Address (Street, City, State, ZIP) 1518 Broadway Street, Blue Island, IL 60406

Phone: (708) 371-7200 Fax: _____

E-Mail arv@fayspoint.com

Friends of the Chicago River Business Member Yes No (Applying Now)

2) Payment Method and Information

Contact is the same as above.

Secondary Contact Person Michael Breclaw, LEED A.P., AIA

Organization or Company Name OKW Architects, Inc.

Address (Street, City, State, ZIP) 600 W. Jackson, Suite 250, Chicago, IL 60661

Phone: 312.798.7744 Fax: 312.798.7777

E-Mail mbreclaw@okwarchitects.com

Amount

<input checked="" type="checkbox"/> \$100 Blue Ribbon Awards Registration Fee	\$100.00
<input checked="" type="checkbox"/> Friend's Business Membership	\$ <u>100.00</u>
<i>Please choose a membership level: \$100 \$250 \$500 \$1,000 \$2,500 \$5,000</i>	

Total \$ 200.00

My check made payable to Friends of the Chicago River is enclosed.

Please charge my credit card. (Select one):

American Express Discover MasterCard VISA

Card number _____

Expiration date _____ 3-4 digit security code _____

Name on card and/or billing address if different than above _____

We will send a check separately. Expect it in approximately _____ weeks.

3) Project Information

Blue Ribbon Awards Submission Project Name (As it should appear on the award) _____

Fay's Point

Project Address (Street, City, State, ZIP) 1518 Broadway Street, Blue Island, IL 60406

Award Category

- Open Space Commercial Industrial Institutional: Public
 Single-Family Residential Multi-Family Residential

River Benefit Category (mark all that apply) People Water Wildlife

Year Completed/To be Completed _____

Project Team (As applicable - Company or Organization, Primary Contact and Phone Number)

Owner/s Arvydas Laucius, Fay's Point, LLC, (708) 371-7200

Developer Arvydas Laucius, Fay's Point, LLC, (708) 371-7200

Architect OKW Architects, Inc. Michael Breclaw, (312) 798.7700

Landscape Architect George Kinsella, Kinsella Landscape, (708) 371-0830

Engineer(s) Paul Ulatowski of Henderson Bodwell, (630) 834-9406, Jan Blok of The Structural Group, (847) 562-1977 and Bob Johnson of R.I. Johnson, (630) 653-9060

Ecologist Wetlands and Permitting: Brad G. Schumacher, Marlin Environmental, (630) 4.

Other Consultants Stream Consultant: Kestrel Design, (952) 928-9600

Contractor(s) Daniel Krause, Krause Construction, (708) 371-9507

4) Narrative Questions

The goal of the *Blue Ribbon Awards* is to provide a forum through which a project team can share their specific river sensitive designs and recognize them for their good work. The most important part of the award submission is the narrative which should describe the project team's approach to the design in relation to the river. There are three main categories of river protection that are described in *People, Water and Wildlife: Blue Principles for River Design*, the narrative should address the questions as described in the three sections below:

Section 1 People

In narrative form, please describe how you feel your site has improved the quality of human life of the Chicago River by answering the following questions:

1. Does your site provide public access to the water? Does the project provide access across the entire length of the river frontage?
2. Do any publicly accessible portions of this site dead end?
3. Does this site provide boat access? If so, for what type of boats?
4. Was any environmental or historical interpretive information included on this site?

5. Does this site hold any known historical importance? If so, were they preserved? How so?
6. Was the orientation of the development and their facades oriented to the river?

Section 2 Water

In narrative form, please describe how you feel your site has improved the hydrologic roles of the Chicago River by answering the following questions:

1. Does your site provide on-site rainwater detention?
2. Did your project team include a civil engineer and landscape architect? If so, please describe their roles in the design process.
3. Does your site use entirely native plants or a mix of both? If a mix what percentage is native? Please provide a plant list.
4. Describe how stormwater management techniques from People, Water and Wildlife: Blue Principles for River Design were selected for this site.
6. Was a long term management plan written for this project and are any professional contract agreements in place for maintenance of all installed stormwater management techniques?

Section 3 Wildlife

In narrative form, please describe how you feel your site has improved the habitat roles of the Chicago River by answering the following questions:

1. Did you project conduct a preliminary survey of existing species and habitat health for your project site? If so, please submit the survey.
2. What was the calculated change in total land available for habitat at the development site?
3. Did you project install in-stream habitat provisions? If so, please illustrate.
4. Did your development team include a pre-qualified streambank contractor?
5. Describe how habitat techniques from People, Water and Wildlife: Blue Principles for River Design were selected for this site.
6. Was a long term management plan written for this project and are any professional contract agreements in place for maintenance of all installed habitat techniques?

Section 4 Other

In addition to the documents, management plans and list specifically requested in Sections 1-3, entrants may include up to five (5) additional attachments with this narrative.

5) Terms of Agreement

I have read the complete *Blue Ribbon Awards* submission information and form and certify that this entry is in full compliance with the criteria set forth. I understand that all submissions become the property of Friends of the Chicago River and will not be returned. Entries will be used for marketing purposes by Friends of the Chicago River to celebrate the *Blue Ribbon Awards* program and to promote river sensitive design along the Chicago River.

In submitting this project, I certify that I am a member of the project team, I am the sole copyright owner of the information, drawings or photographs submitted or that I have obtained written permission from all interested parties, including the property Owner, to submit this project for an award. I take full responsibility for proper release of any photographs from their respective photographers so that they may be used for publication and for the accuracy of the enclosed project information, holding harmless Friends of the Chicago River.

I understand that Friends of the Chicago River maintains the right to disqualify entrants or rescind awards at the discretion of the jury and/or Friends staff.

Signature of Entrant Contact  Date 4/22/2010

Project Description

Fays Point is a new residential community developed on a 43 acre peninsula of fallow land between the Cal- Sag channel and the Little Calumet River in Blue Island, Illinois. The full build out of the 30 acre development site will consist of 84 townhomes, 304 condominiums, an 90 unit senior housing building, a community building and restaurant, as well as an 80 slip marina define the program are sited to take maximum advantage of the site's natural characteristics.

Construction for the site began in 2006. Site work, including utilities, roadways, as well as the landscape and wetland and river bank restoration, and marina construction has been completed. Thirty of the proposed townhomes have been constructed and occupied, providing a substantial example of the character of the fully built community. The 90 Unit Senior Housing Building has likewise been completed and occupied. The economic and housing market contraction has slowed the velocity of the completion of the project. A full build out of the 120 million dollar project is anticipated in five to seven years.

The design solution was driven by the goal of creating a walkable, water focused community, imbedded in a restored natural landscape. With 11 acres of Metropolitan Water Reclamation District land dedicated as open natural space along the bank of the Cal-Sag Channel, over 1000 feet of the Little Calumet River bank restored to the highest environmental standards, expanded and enhanced wetlands, and mature stands of trees, the site provides a nature preserve-like setting for residents and visitors.

Branching off an existing neighborhood of 11 homes, a winding road loops through the peninsula, defining an inner ring of townhomes that surround naturally landscaped storm-water management ponds. Five-story condominium buildings at the higher elevation of the site are served by the northern part of the loop. The marina and the community building reside on the restored bank of the Little Calumet.

The townhomes are designed in groups of four to six units, in a style reminiscent of simple, arts and crafts homes common to the Blue Island area. Condominium buildings use the same palette of materials as the townhomes, but in a more streamlined style, creating multiple corner units, generous windows and large balconies to take advantage of the views along the canal, towards the city, or south to the marina and forest preserve beyond.

The community building, the "Marina Club," will be a very special structure on the site inspired by numerous sustainable design features. The structure will be constructed of salvaged old growth Alaskan Spruce. A monumental fireplace will be constructed with limestone salvaged from the foundation of the farmhouse of the original settler on the land. Its large expanses of south facing glass, shaded by a generous roof overhang, provide passive solar heating, while enabling a stunning view over the restored riverbank and marina.

Combined, the site plan, the buildings, and the landscape make Fay's Point a remarkable community development. Front porches, sidewalks, walking trails, canoe launches, river front terraces, as well as bird watching platforms, form a web of spaces and amenities that create an eco-friendly and neighborhood oriented river environment.

History and Process

Historically Fay's Point has been a very special place, starting with it's formation as the glacial sluiceway that formed the low area that is now the Cal- Sag channel. Glacial erratic boulders are common at Fay's Point and used in the landscaping. Prior to the creation of the Cal-Sag, Fay's Point was still a peninsula, with the junction of Stony Creek meeting the Little Calumet. As part of the river dredging we recovered boulders that most likely were from the Calumet Feeder Dam which was one of the water sources for the I & M canal in this location. The original settler, Jerome Fay, for whom the peninsula was named, had a home here and the foundation stones were still found and salvaged for use in the Marina Club fireplace. The Cal- Sag channel dug in 1920 straitened the peninsula and also utilized the Blue Island Locks, of which the north wall is still in existence. In 1950, with the advent of thSt. Lawrence Seaway, the Cal-Sag was widened to it's present 225' and the final form of the point was made.

Fay's Point LLC identified the potential of the Fay's Point peninsula near the intersection of Ashland and Broadway in the fall of 2003. The early due diligence process consisted of collecting information regarding the existing parcel with topographic surveys, a wetland delineation, geotechnical and environmental investigations meetings with the City of Blue Island and Mayor Peloquin. We then selected our Architect and Land Planner, OKW Architects. The process was aided by input from the City of Blue Island, the Center for Neighborhood Technologies, environmental groups like Openlands, Friends of the Chicago River, and CEPA, and eventually the US Army Core and IEPA. . The Land Plan was completed in spring of 2005. The City of Blue Island unanimously approved the zoning for the Land Plan on June 28th, 2005.

The existing shore of the Little Calumet River was characterized by approximately 1300' of solid concrete wall and concrete debris riprap, abandoned and sunken boats and was unusable for access to the river. Working through the complex process of wetland mitigation, work in floodways and the river itself, we obtained permits from the Army Core, IEPA, DNR and MWRD for restoring the river bank and overall site construction. Site work commenced with removal of the concrete wall, riprap and consolidate other concrete from the site and crush it and recycle it onsite for future use in roadbeds and parking lots. This saved the need to import over 20,000 tons of material. The river was dredged, with suspect dredged material placed under the new marina parking lots, and the slope restored to an upland prairie supporting the mitigated wetland at the base of the river. This restoration also provided the opportunity to relocate poor, atypical wetlands found in other areas of the site and create a larger, much higher quality wetland along the river. Floating docks were installed 8 to 15' away from the shore to help buffer the wetland and create a built in observation platform for the shoreline.

People and Access

There are approximately 1-3/4 miles of trails in the areas around the housing that circle and interconnect with all parts of the site. Adjacent to the marina parking lots a permeable Boardwalk which connects the residential zones with the docks and to the Birdwatching platform and the mulch trails in other areas of the site. The publicly developed Cal-Sag Multi Use Trail is being planned and engineered to run through the MWRD portion of the site and connect with points west such as the Metra Station, and downtown Blue Island, as well as a pedestrian bridge crossing east to Riverdale and the Joe Louis Golf Course. The present trails are used by walkers, joggers, cross country skiers, and other people who want to be close to the river. Public access includes the 35 and 40" slips available for rent, a Canoe launch that is part of the Calumet-Sag Waterway Trail, and the Boardwalk and mulch trails which loop around and are adjacent to the prairie and wetlands along all shores. Additionally, Fay's Point has made possible Rowing events such as the Southland Regatta at Fay's Point, Big Ten Men's rowing hosted by the University of Wisconsin, and scrimmages with high school teams. The straight section of the Cal-Sag channel north of the Fay's Point Peninsula is an ideal rowing venue with a 2000 meter course starting at the MWRD SEPA station and finishing at the remnant of the Blue Island Locks at the tip of Fay's Point. The City of Blue Island, Calumet Park and the Southland Visitors Bureau were instrumental in the partnership to bring rowing to the Cal-Sag.

Water

Water management on the site was also enhanced by it's location on the rivers. Although separation of storm and sanitary discharges is not required in this location, by separating the systems we accomplished several goals. First, the separation allowed us to utilize a much smaller sanitary sewer, and tie into existing sanitary infrastructure, rather than rebuild an extensive section of downstream combined sewers. And although we could have just channeled storm discharge directly to the rivers, we utilized Best Management Practices to both enhance water quality and aesthetics. Rainwater from roofs is generally discharged to naturally landscaped areas or to rain barrels. Driveways and pavement either uses sheet flow or is piped to a series of detention ponds with native and wetland plants that allow sediment to settle and the plants to cleanse the water. The ponds slowly absorb the water into the ground or with larger discharges lead to a 600' by 3' diameter storage pipe under the Marina parking lots which slowly release the water through a combined 600' of level spreader at the mitigated wetlands along the river shore. All the work was carefully planned with our team of OKW Architects as the land planner, Henderson and Bodwell our Civil Engineer, and Marlin Environmental and Kestrel Design as the plant and environmental consultants, and Kinsella Landscaping as the contractor and residential landscape designer.

Landscape

We have used an extensive palette of native plants on the restored river bank, wetlands and new stormwater retention ponds and paths. Near the residences a cleaner pallet of plants was used, with native grasses, hardy perennials, trees and shrubs with much of the same qualities as true natives.

Plant lists from both sets of areas are in an attachment. Landscaping is professionally maintained by Kinsella and in house staff for invasive species control, burning and supplementing in the native areas.

The existing woodlands on the site were cleared of invasive species and damaged trees. The mulch created by that effort was used on the extensive walking paths around the peninsula.

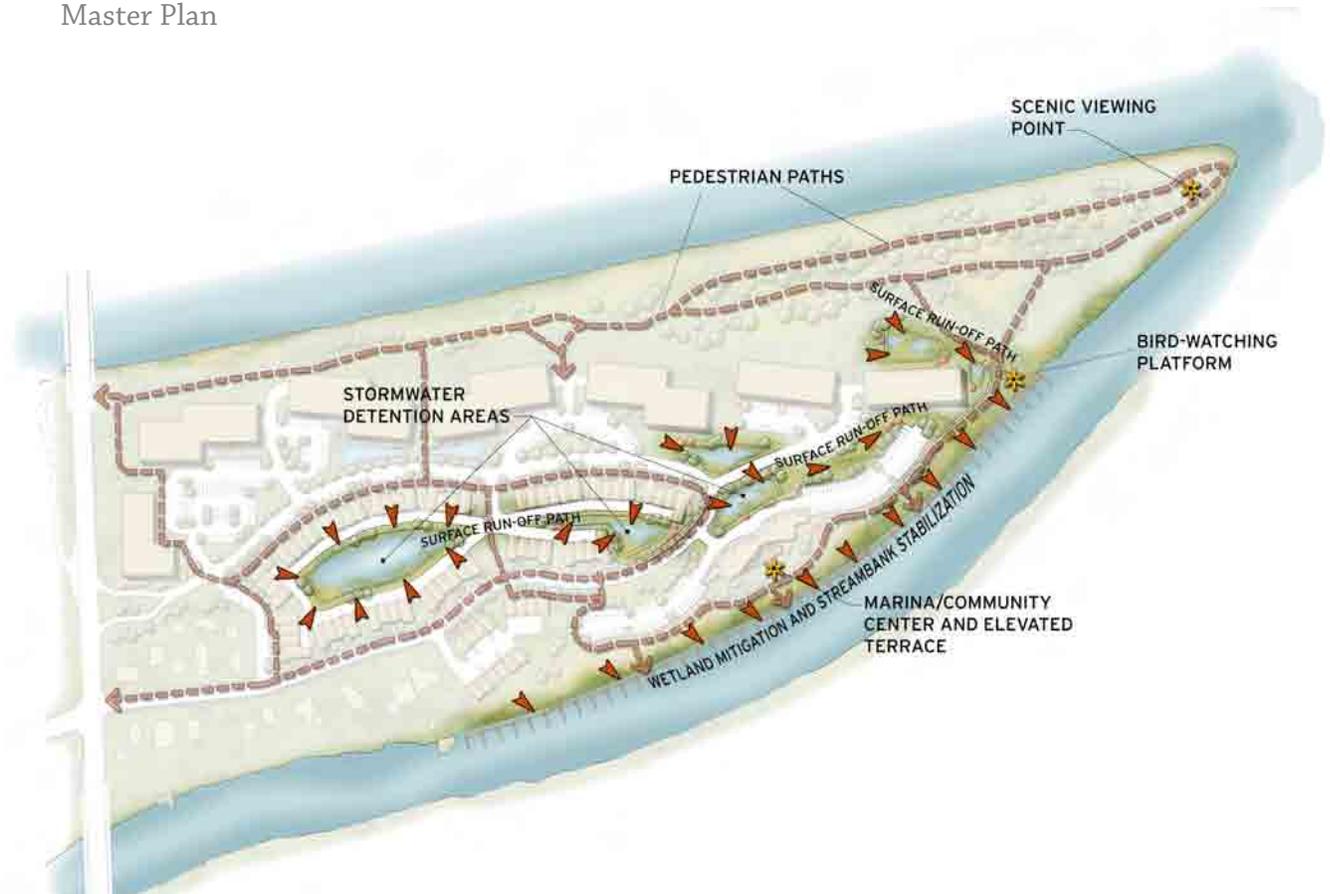
The 90 unit Senior Building, that has just been completed as part of our Planned Development utilizes much of the same principles of native landscaping, rain gardens, pervious pavement, geothermal heating, night sky compliant lighting and shading to reduce heat island effects. The green features of the Fay's Point Land Plan were instrumental in that project getting funded and it is a great compliment to our community.

Wildlife

Wildlife at Fay's Point has always found a home, and the design with the perimeter natural areas has further enhanced the return of birds, animals, amphibians, and other wildlife. Wildlife such as beaver, muskrat, turtles, coyotes, deer, opossums, herons, egrets, cormorants, red tail hawks and even occasionally Bald eagles are regular and daily occurrences. The return of the natural shoreline has enhanced the ability of fish to find shelter and forage, with the underside of the floating docks offering food and cover, and the "bridge" ponds connecting the docks to shore act as shallow wetland nurseries for baby fish and amphibians. June brings a rash of nesting snapping turtles and when found the nests are protected by staff. Most importantly, the river edge being maintained in a natural state helps complete the natural corridor as it connects to adjacent forest preserves. The ready and direct access to seeing wetlands and it's supportive environment creates an everyday educational opportunity for residents, visitors and students from local schools on "Nature Day" field trips.



Master Plan



Pathways and Hydrology



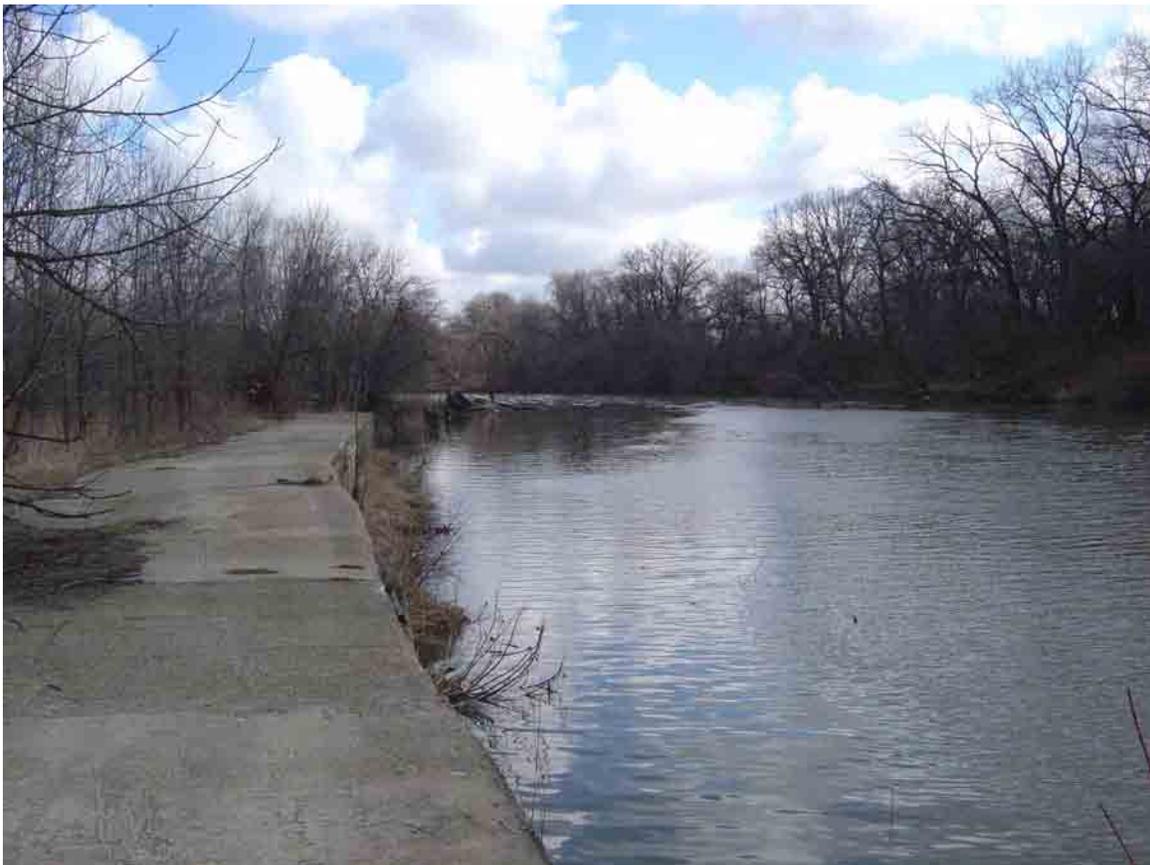
Entry of Community Center



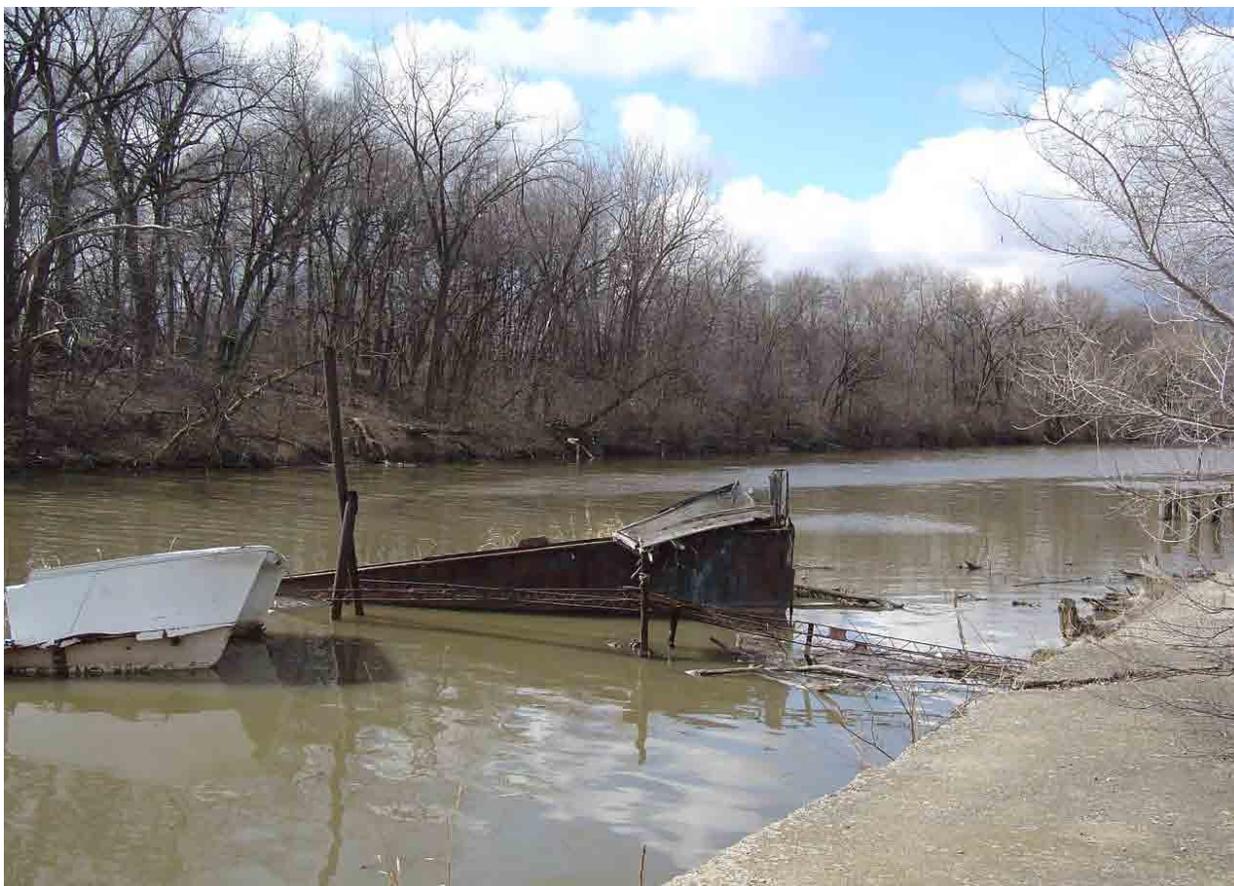
Interior View of Community Center



Aerial View from River



Shoreline in 2004 before work was started. Remnants of the old Marina and 800' concrete wall, and broken riprap comprises most of the river's edge



EXISTING CONDITIONS



Dredging operations to remove concrete wall and widen and deepen the river in preparation of reshaping shoreline and installation of docks.



Coconut roll in place ready for Plantings, and wetland and emergent plugs being installed.



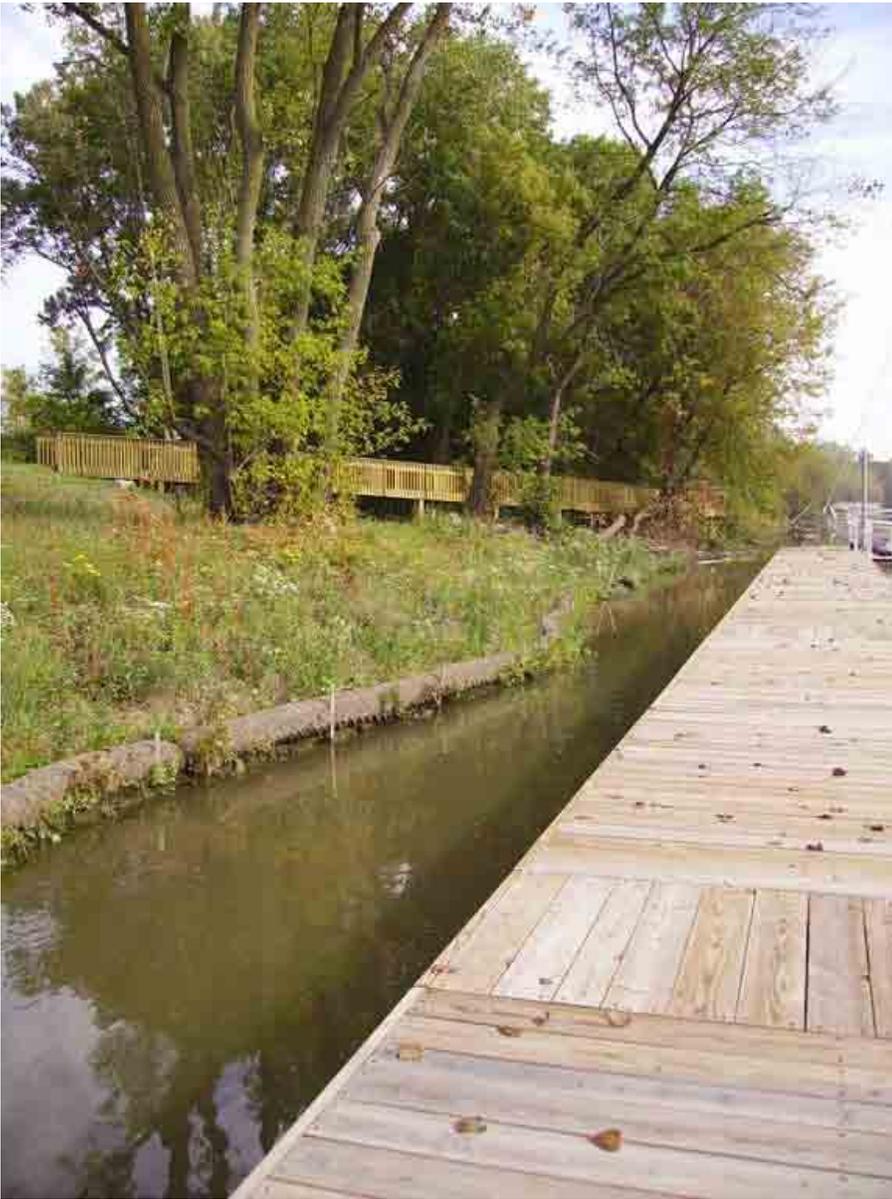
Second Year Supplemental Planting



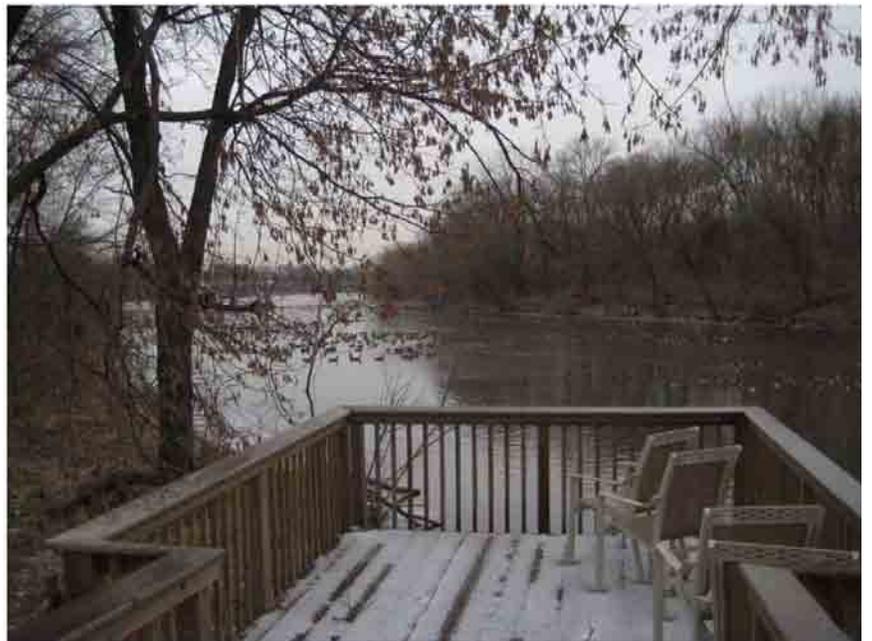
Prescribed Burn Spring 2010



RESTORED RIVER



Restored River and Wetlands



Birdwatch

RESTORED RIVER

Fay's Point Native and Wetland Area Plant List

1. <i>Alisma subcordatum</i>	Common Water Plantain
2. <i>Apocynum sibiricum</i>	Prairie Dogbane
3. <i>Asclepias incarnate</i>	Swamp Milkweed
4. <i>Asclepias tuberosa</i>	Butterfly Milkweed
5. <i>Aster novae-angliae</i>	New England Aster
6. <i>Aster puniceus</i>	Bristly Aster
7. <i>Aster ericoides</i>	Heath Aster
8. <i>Aster oolentangiensis</i>	Sky Blue Aster
9. <i>Aster simplex</i>	Panicled Aster
10. <i>Allium cernuum</i>	Nodding Wild Onion
11. <i>Acorus calamus</i>	Sweet Flag
12. <i>Andropogon gerardii</i>	Big Bluestem
13. <i>Anemone Canadensis</i>	Meadow Anemone
14. <i>Anemone cylindrical</i>	Thimbleweed
15. <i>Boltonia asteroides</i>	False Aster
16. <i>Bouteloua curtipendula</i>	Side Oats Gramma
17. <i>Calamagrostis Canadensis</i>	Bluejoint Grass
18. <i>Caltha palustris</i>	Marsh Marigold
19. <i>Carex comosa</i>	Bristly Sedge
20. <i>Carex bebbii</i>	Bebb's Oval Sedge
21. <i>Chelone glabra</i>	Turtlehead
22. <i>Coreopsis lanceolata</i>	Sand Coreopsis
23. <i>Coreopsis palmata</i>	Prairie Coreopsis
24. <i>Coreopsis tinctoria</i>	Plains Coreopsis
25. <i>Coreopsis tripteris</i>	Tall Coreopsis
26. <i>Dodecatheon meadia</i>	Shooting Star
27. <i>Echinacea purpurea</i>	Broad-leaved Purple Coneflower
28. <i>Erigeron philadelphicus</i>	Common Fleabane
29. <i>Eryngium yuccifolium</i>	Rattlesnake Master
30. <i>Eupatorium maculatum</i>	Spotted Joe-Pye Weed
31. <i>Eupatorium perfoliatum</i>	Common Boneset
32. <i>Eupatorium rugosum</i>	White Snakeroot
33. <i>Eupatorium serotinum</i>	Late Boneset
34. <i>Euthamia graminifolia</i>	Common Grass-Leaved Goldenrod
35. <i>Helenium autumnale</i>	Sneezeweed
36. <i>Helianthus pauciflorus</i>	Prairie Sunflower

37. <i>Helianthus mollis</i>	Downy Sunflower
38. <i>Heliopsis helianthoides</i>	False Sunflower
39. <i>Hibiscus moscheutos</i>	Swamp Rose Mallow
40. <i>Hypericum punctatum</i>	Spotted St. John's Wort
41. <i>Iris virginica</i>	Blue Flag Iris
42. <i>Juncus effusus</i>	Common Rush
43. <i>Juncus dudleyi</i>	Dudley's Rush
44. <i>Kuhnia eupatorioides</i>	False Boneset
45. <i>Liatris spicata</i>	Marsh Blazing Star
46. <i>Lobelia cardinalis</i>	Cardinal Flower
47. <i>Lobelia siphilitica</i>	Great Blue Lobelia
48. <i>Monarda fistulosa</i>	Wild Bergamot
49. <i>Nuphar advena</i>	Yellow Pond Lily
50. <i>Oenothera biennis</i>	Common Evening Primrose
51. <i>Panicum virgatum</i>	Switch Grass
52. <i>Peltandra virginica</i>	Arrow Arum
53. <i>Phlox divaricata</i>	Woodland Phlox
54. <i>Physostegia virginiana</i>	Obedient Plant
55. <i>Polygonatum biflorum</i>	Smooth Solomon's Seal
56. <i>Pontederia cordata</i>	Pickrel Weed
57. <i>Potentilla arguta</i>	Prairie Cinquefoil
58. <i>Ratibida columnifera</i>	Mexican Hat Coneflower
59. <i>Ratibida pinnata</i>	Yellow coneflower
60. <i>Rudbeckia hirta</i>	Black-Eyed Susan
61. <i>Sagittaria latifolia</i>	Common Arrowhead
62. <i>Scirpus atrovirens</i>	Dark Green Rush
63. <i>Scirpus fluviatillis</i>	River Bulrush
64. <i>Scirpus cyperinus</i>	Wool Grass
65. <i>Scirpus pungens</i>	Chairmaker's Rush
66. <i>Scirpus validus creber</i>	Great Bulrush
67. <i>Silene stellata</i>	Starry Campion
68. <i>Silphium laciniatum</i>	Compass Plant
69. <i>Silphium perfoliatum</i>	Cup Plant
70. <i>Silphium terebinthinaceum</i>	Prairie Dock
71. <i>Solidago canadensis v. scabra</i>	Tall Goldenrod
72. <i>Solidago canadensis</i>	Canadian Goldenrod
73. <i>Solidago juncea</i>	Early Goldenrod
74. <i>Solidago rigida</i>	Stiff Goldenrod
75. <i>Solidago rugosa</i>	Rough Goldenrod
76. <i>Solidago speciosa</i>	Showy Goldenrod
77. <i>Sorghastrum nutans</i>	Indian Grass
78. <i>Sparganium eurycarpum</i>	Common Bur Reed
79. <i>Tradescantia ohiensis</i>	Common Spiderwort
80. <i>Verbena hastata</i>	Blue Vervain
81. <i>Vernonia fasciculata</i>	Common Ironweed
82. <i>Veronicastrum virginicum</i>	Culver's Root
83. Yarrow	White Yarrow
84. <i>Zizia aurea</i>	Golden Alexanders

***Plant Materials Used At Fay's Point adjacent to Homes**

Trees:

European Beech
 Pear 'Chanticleer'
 Crabapple 'Prairifire'
 Fringe Tree
 River Birch
 Red Bud
 Honey Locust
 Magnolia 'Betty'
 Gingko Princeton Sentry
 Linden Littleleaf
 Washington Hawthorn
 Dogwood 'Kousa'
 Serviceberry
 Japanese Lilac 'Ivory Silk'

Shrubs:

Witchhazel 'Vernal'
 St. Johnswort 'Hidcote'
 Hydrangea 'Tardiva'
 Hydrangea 'Annabelle', 'Endless Summer'
 Spirea Birchleaf 'Tor'
 Burning Bush
 Dwarf Korean Lilac
 Sweetspire 'Henry's Garnet'
 Viburnum 'Mohican'
 Yew 'Densi'
 Holly 'Shamrock Inkberry'
 Russian Cypress

Grasses:

Feather Reed Grass
 Purple Love Grass
 Dwarf Fountain Grass
 Various Maiden Grasses
 Prairie Dropseed Grass

Perennials:

Catmint 'Walker's Low'
 Dwarf Shasta Daisy 'Snowcap'
 Daylily 'Chicago Apache', 'Stella De Oro'
 Russian Sage
 Coneflower

Groundcovers:

Sedum Stonecrop
 English Ivy

DECLARATION OF DEED RESTRICTIONS AND COVENANTS
AFFECTING JURISDICTIONAL WETLANDS

WHEREAS, Fay's Point, LLC., an Illinois limited liability company located at 13031 S. Western Avenue, Blue Island, Illinois 60406, hereinafter called the Grantor, is the owner in fee simple of certain parcels of real estate located east of Ashland Avenue between the Cal-Sag Channel and the Little Calumet River in Blue Island, Illinois, which parcels in the aggregate are legally described on Exhibit A attached hereto and made part hereof (the "Development Parcel");

WHEREAS, the Development Parcel has been zoned as a Planned Unit Development pursuant to City of Blue Island Ordinance No. 05-552, enacted on June 28, 2005 (said ordinance, as the same may be amended from time to time, being herein called the "PD Ordinance");

WHEREAS, the Grantor has, or intends to, subdivide the Development Parcel into eleven (11) Parcels, as generally shown on the "Condo Parcel Exhibit of Fay's Point Subdivision", a copy of which is attached hereto as Exhibit "B". A copy of the subdivision Site Plan is attached hereto as Exhibit "C";

WHEREAS, the Grantor intends to develop and construct, or to cause to be developed or constructed, improvements on the Parcels in accordance with the PD Ordinance, a copy of which is attached as Exhibit "D"; and

WHEREAS, one of the eleven Parcels upon which the Grantor intends to construct improvements, hereinafter called the "Restricted Parcel", contains "Wetlands" under the regulatory jurisdiction of the Chicago District of the U.S. Army Corps of Engineers pursuant to Section 404 of the Clean Water Act (33 USC 1344);

WHEREAS, the Restricted Parcel is legally described as follows:

SEE LEGAL DESCRIPTION

ATTACHED HERETO AS EXHIBIT "E"

WHEREAS, the Grantor is the applicant for a Corps of Engineers permit, permit number 200500535, to place fill in the Wetlands on the Restricted Parcel, in accordance with plans which form a part of the U.S. Army Corps of Engineers permit number 200500535 and; the U.S. Army Corps of Engineers has regulatory jurisdiction of said wetland pursuant to Section 404 of the Clean Water Act (33 USC 1344);

WHEREAS, the Grantor and the U.S. Army Corps of Engineers have reached an agreement whereby the Grantor will be permitted to place fill in the Wetlands in accordance with the terms and conditions of Corps of Engineers permit number 200500535, and to construct the improvements on the Restricted Parcel generally shown on Exhibit "F" hereto; and that in consideration for the Grantor being permitted to place fill in the Wetlands and construct the improvements shown on Exhibit "F", the Grantor will mitigate the adverse environmental effects resulting therefrom by enhancing, enlarging, and/or creating wetlands per the approved wetland

mitigation plan and establishing a buffer around said wetlands (if required by the Corps of Engineers), which when completed will be what is described as the Restricted Parcel, and which Restricted Parcel will be dedicated for the uses set forth herein, including the perpetual use of the Wetlands as a conservancy area in accordance with the terms and conditions of this document and the above mentioned permit.

WHEREAS, a permit to place fill in the Wetlands would not have been granted but for the dedication of the Restricted Parcel for the use and purposes set forth herein, and; which in 30 days of the receipt of this document from the U.S. Army Corps of Engineers, the Grantor shall submit to the U.S. Army Corps of Engineers a certified copy of this document, as recorded in the office of the County Recorder for Cook County, Illinois; and the Grantor specifically acknowledges as fact that said permit is issued in consideration for the execution and recording of this document and compliance with the covenants and deed restrictions herein.

NOW THEREFORE, the Grantor, for and in consideration of the facts recited above enters into the following covenants and deed restrictions on behalf of itself, its successors and assigns:

1. The U. S. Army Corps of Engineers will have the right to enforce by proceedings in law or equity the covenants and deed restrictions set out herein and this right shall not be waived by one or more incidents of failure to enforce said right;

2. Employees of the U. S. Army Corps of Engineers will have the right to view the Restricted Parcel in its natural, scenic, and open condition, and shall have the right to enter the Restricted Property at all reasonable times for the purpose of inspecting the Wetlands to determine if the Grantor, or his heirs or assigns, is complying with the covenants and deed restrictions herein;

3. Without prior express written consent from the U. S. Army Corps of Engineers there shall be no dredged or fill material placed on the Wetlands except as necessary for completion of mitigation as provided pursuant to the U.S. Army Corps of Engineers permit number 200500535.

4. With the exception of the improvements to be constructed on the Restricted Parcel as shown on Exhibits "C" and "F" and authorized by the PD Ordinance, the Grantor shall not, without the prior express written consent from the U. S. Army Corps of Engineers, construct additional commercial, industrial, agricultural, or residential developments, buildings, or structures, including but not limited to signs, billboards, other advertising material, or other structures, on the Restricted Parcel.

5. Without prior express written consent from the U. S. Army Corps of Engineers, there shall be no removal or destruction of trees or plants, mowing, draining, plowing, mining, removal of topsoil, sand, rock, gravel, minerals or other material, except as shall be necessary for (a) construction of the improvements on the Restricted Parcel as shown on Exhibits "C" and "F" and authorized by the PD Ordinance, and (b) completion of mitigation as provided pursuant to

the U.S. Army Corps of Engineers permit number 200500535 and the associated special conditions.

6. Without prior express written consent from the U. S. Army Corps of Engineers, there shall be no operation of snowmobiles, dunebuggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles, except as shall be necessary for (a) construction of the improvements on the Restricted Parcel as shown on Exhibits "C" and "F" and authorized by the PD Ordinance, (b) completion of mitigation as provided pursuant to the U.S. Army Corps of Engineers permit number 200500535 and the associated special conditions, and (c) ingress and egress to and from the improvements located on the Restricted Parcel.

7. Without prior express written consent from the U. S. Army Corps of Engineers, there shall be no application of insecticides or herbicides except as specified by U. S. Army Corps of Engineers permit number 200500535.

8. Without prior express written consent from the U. S. Army Corps of Engineers there shall be no grazing or keeping of cattle, sheep, horses or other livestock.

9. Without prior express written consent from the U. S. Army Corps of Engineers there shall be no hunting or trapping on the Restricted Property.

10. With the exception of the improvements to be constructed on the Restricted Parcel as shown on Exhibits "C" and "F" and authorized by the PD Ordinance and the utility lines that will serve said improvements, without prior express written consent from the U. S. Army Corps of Engineers there shall be no utility lines placed overhead or within the Wetlands, including but not limited to: telephone or other communication lines, electrical, gas, water or sewer. Existing lines may remain, but any maintenance work requiring intrusion into the Wetlands shall require prior authorization by the U.S. Army Corps of Engineers.

11. Except as may be necessary to construct the improvements on the Restricted Parcel as shown on Exhibits "C" and "F" and authorized by the PD Ordinance, without prior express written consent from the U. S. Army Corps of Engineers there shall be no modifications to the hydrology of the Restricted Parcel, either directly or indirectly, that would allow more water onto, or that would drain water away from, the Restricted Parcel. Such prohibited modifications include, but are not limited to: ditching, changes to any water control structures, repairing of drainage tiles, or alterations to any naturally occurring structures.

These land use restrictions and other terms of these deed restrictions and covenants may be changed, modified or revoked only upon written approval of the U.S. Army Corps of Engineers. To be effective such approval must be witnessed, authenticated, and recorded pursuant to the law of the State of Illinois.

Except as expressly limited herein, the Grantor reserves for itself, its successors and assigns, all rights as owner of the Restricted Parcel, including the right to use the property for all purposes not inconsistent with this grant.

The terms and conditions of these deed restrictions and covenants shall, as of the date of execution of this document, bind the Grantor to the extent of its legal and/or equitable interest in Restricted Parcel, and; these deed restrictions and covenants shall run with the land and be binding on the Grantor, its successors and assigns, and all future owners of the Restricted Parcel, forever.

The terms and conditions of these deed restrictions and covenants shall be both explicitly included in any transfer, conveyance, or encumbrance of Restricted Parcel or any part thereof, and; any instrument of transfer, conveyance, or encumbrance affecting all or any part of Restricted Parcel shall set forth the terms and conditions of this document.

IN WITNESS WHEREOF, said Grantor has caused its name to be signed to these presents by its Manager this day of _____, 2006.

FAY'S POINT, LLC.

By: _____

Its: Manager

State of Illinois)
)
County of Cook)

I, _____ the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that personally known to me as Arvydas Laucius, Manager of Fay's Point, LLC., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Manager, he signed and delivered said instrument pursuant to authority given him by the Members of Fay's Point, LLC., as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this __ day of _____, 2006.

NOTARY PUBLIC

My Commission expires on _____, 200_

Photographs from page 2, 9 - 11, 13

Copyright Arvydas Laucius

Photographs from page 12

Charlie Mayer Photography, Copyright OKW Architects, Inc.

