

# UNOFFICIAL COPY



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Eugene "Gene" Moore Fee: \$58.00  
Cook County Recorder of Deeds  
Date: 12/27/2004 01:24 PM Pg: 1 of 5

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## ACKNOWLEDGEMENT AND WAIVER

THIS AGREEMENT, made this 2 day of December, 2004 by and between SHERIDAN GRANDE PARTNERS, LLC, an Illinois limited liability company, (the "Developer") and the undersigned condominium association, an Illinois not for profit corporation, (the "Association").

### RECITALS

WHEREAS, EXECUTIVE DRIVE, LLC ("Developer") is the contract purchaser of real property located at 4848 Sheridan Road, Chicago Illinois (the "Property" legally described on Exhibit "A" attached hereto); and

WHEREAS, the Association owns certain real property located adjacent to and immediately to the north of the Property and including a portion of Lot 1 as further described on the Plat of Subdivision (the "Plat" attached hereto as Exhibit "B"); and

WHEREAS, the Association has agreed to abrogate a 30-foot Building Set-Back Restriction (the "Restriction" recorded as Cook County document number 2382327) as set forth on the Plat and under the terms and conditions set forth herein.

### AGREEMENT

NOW THEREFORE, for mutual consideration, the receipt of which is hereby acknowledged and received, it is hereby agreed as follows:

1. Acknowledgment. The Association hereby acknowledges that one or more buildings as indicated on the attached Plat currently encroach upon the 30-Foot set-back Restriction. The Association further acknowledges that the prior structure located on the Property (namely the Teamster's Local Credit Union) also encroached upon the

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30-foot set-back Restriction prior to the destruction of the Teamster's Local Credit Union Building by fire.

2. Abrogation and Waiver. The Association hereby waives any and all rights of enforcement of the 30-foot building set-back Restriction with respect to the Property. The Association further agrees that the 30-foot Building set-back Restriction is abrogated and abandoned with respect to the Property.


3. Developer's Waiver The Developer hereby waives any and all right to mitigate the encroachment of any building owned, in whole or in part, by the Association (the "Association Encroachment") onto the Property and further agrees not to pursue any action as a result of the Association Encroachment.

4. Counterparts. This Agreement may be executed in multiple counterparts, all of which, together, shall constitute one and the same agreement. Further, photocopies, facsimile transmissions and other reproductions of this Agreement and / or the signatures hereon shall be the equivalent of originals.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.


SHERIDAN GRANDE PARTNERS, LLC

By: Capital Realty & Development, L.L.C., its Manager

By:   
Richard P. Turasky, Jr., Manager

SHERIDAN\_AINSLIE

CONDOMINIUM ASSOCIATION

By:   
President





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## EXHIBIT B - THE PLAT

W 1/2 SE. FRAC. 1/4 SEC. 8 40 14

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- A. [Illegible text]
- B. [Illegible text]
- C. [Illegible text]
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