



Doc#: 1104513059 Fee: \$72.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/14/2011 04:25 PM Pg: 1 of 19

This document prepared by  
and after recording mail to:

Daniel J. Fumagalli  
Chuhak & Tecson, P.C.  
30 S. Wacker Drive  
Suite 2600  
Chicago, Illinois 60606

*This space reserved for Recorder's use only.*

## TEMPORARY ACCESS AND CONSTRUCTION AGREEMENT

THIS TEMPORARY ACCESS AND CONSTRUCTION AGREEMENT ("Agreement") is made and entered into this 3rd day of December, 2010 (the "Effective Date") by and among PAULINE WONG HUGH ("Parcel 1 Owner") and SIMON BAI ("Parcel 2 Owner") and acknowledged by JACIE CONSTRUCTION, LLC, an Illinois limited liability company ("Contractor").

### RECITALS:

A. Parcel 1 Owner is the legal title holder of a certain parcel of real estate located in the City of Chicago, County of Cook, State of Illinois legally described on Exhibit "A", attached hereto and made a part hereof, which is commonly known as 2314 S. Wentworth Avenue, Chicago, Illinois 60616 ("Parcel 1");

B. Parcel 2 Owner is the legal title holder of a certain parcel of real estate located adjacent to Parcel 1 in the City of Chicago, County of Cook, State of Illinois, legally described on Exhibit "B", attached hereto and made a part hereof, which is commonly known as 2316 S. Wentworth Avenue, Chicago, Illinois 60616 ("Parcel 2");

C. Parcel 2 Owner has performed demolition work on Parcel 2 pursuant to Permit No. 100358819 issued by the City of Chicago Department of Buildings which demolition was completed on or about September 30, 2010.

D. Parcel 2 Owner has obtained a building Permit No. 100345377 for the erection of a new 4-story masonry building on Parcel 2, and enlisted Contractor to perform excavation of Parcel 2 and construction of the building on Parcel 2.

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E. Parcel 2 Owner has commenced work and Parcel 1 Owner has raised various concerns and issues arising from the actions and activities of the Parcel 2 Owner and his employees, contractors, subcontractors and/or agents.

F. Due to such concerns, all construction activity on Parcel 2 has been halted.

G. Parcel 2 Owner desires to again commence construction activities and in connection therewith desires to make use of and perform certain work on Parcel 1 Owner's Property.

H. Parcel 1 Owner and Parcel 2 Owner desire to come to mutual agreement on the project on Parcel 2 moving forward, certain payments from Parcel 2 Owner to the Parcel 1 Owner and access to be provided to the Parcel 2 Owner and his employees, contractors, subcontractors and agents to a certain portion of Parcel 1.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The recitals stated above are hereby incorporated into, and made a material part of this Agreement.

2. **Temporary, Non-Exclusive Easement.**

(a) Parcel 1 Owner hereby grants, gives, and conveys to Parcel 2 Owner, its successors, employees, contractors, subcontractors and agents a non-exclusive easement over the southern three (3) feet of Parcel 1 Owner's Property as depicted on Exhibit C as the "Temporary Access Easement per Sec. 2 of Agreement, (hereafter "Sec.2 Temporary Access Easement") during the period of construction.

(b) The Temporary Access Easement is granted for the following purposes and no others:

(i) the installation of temporary security fences on Parcel 1, as approved by Parcel 1 Owner, during the period of construction on Parcel 2, and their removal at no expense to Parcel 1 Owner at the earlier of completion of construction on Parcel 2, mutual agreement of the parties or the termination of the Temporary Access Easement granted herein.

(ii) access for the Parcel 2 Owner and his employees, contractors agents and authorized subcontractors, to perform construction work to erect the building on Parcel 2, all in substantial compliance with the Plans and Specifications approved by the City of Chicago Department of Buildings, and the restrictions set forth in this Agreement. The placement of temporary scaffolding and such other similar structures used to facilitate construction shall be permitted during the period of construction, with no attachment to Parcel 1 building, but the storage of construction tools, equipment and materials is expressly prohibited upon Parcel 1.

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(iii) the installation of permanent gates and a concrete sidewalk to restore that portion of Parcel 1 to a condition in which the Sidewalk is safe and useable ("Restoration Work" at no cost to the Parcel 1 Owner. The gates and position of the sidewalk shall be approved by the Parcel 1 Owner prior to installation by the Parcel 2 Owner. If necessary, a separate construction permit for the installation of the sidewalk shall be obtained from the City of Chicago.

3. **Restoration Work:** The Restoration Work on Parcel 1 shall solely include and shall require Parcel 1 Owner's written approval prior to commencement of said work:

- (a) Installation of 6-foot tall metal gates with locks on the eastern and western ends of Parcel 1;
- (b) All loose material in the area between the steel pilings installed by Contractor and the building on Parcel 1, shall be removed and replaced with CLSM (Controlled Low Strength Material), compacted granular fill, or a soil cement mix. The method of replacement and installation shall be prepared by a design professional for implementation, and confirmed in writing by the design professional as satisfactorily completed.
- (c) Installation of concrete sidewalk, whose width extends from the existing building on Parcel 1 to the property line of Parcel 1;
- (d) Subject to approval of the City of Chicago as may be deemed necessary by the Parcel 2 Owner, installation of new concrete alley extending from the building in the rear area of Parcel 1 (as delineated on the area marked as "Temporary Access Easement for new alley pavement per Sec. 3 of Agreement" on Exhibit C hereto) and Parcel 2 sloped so that water drains into the public alley located north of Parcel 1. Parcel 1 Owner hereby grants, gives, and conveys to Parcel 2 Owner, its successors, employees, contractors, subcontractors and agents a non-exclusive easement over the area described in this subsection, as depicted on Exhibit C during the period of installation described in this subsection.
- (e) A new skim-coat of cement at all locations of the exposed portion of the south foundation wall of the Parcel 1 building having either damaged or missing coating. Following application of the skim-coat the exposed portion of the foundation wall will be covered with a foundation waterproofing material; provided, however that prior to such application Contractor shall provide the manufacturer's specifications materials to Parcel 1 Owner to review and approve. Contractor warrants the integrity and bonding of the concrete skim-coating for a period of 30-days after completion of work on the Parcel 2 site. Notwithstanding anything to the contrary contained herein, the foundation waterproofing material as approved by Parcel 1 Owner shall be applied only after the lapse of such time as recommended by the manufacturer to allow for the curing of the concrete skim-coat.

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4. **Restoration Work.** The period of construction shall end only upon completion of the Restoration Work and the completion of the construction of the building on Parcel 2, both as certified in writing by the Parcel 2 Owner or his structural engineer. If not completed prior to June 15, 2011 ("End Date"), then Parcel 2 Owner shall pay Parcel 1 Owner \$100.00 per day for each day after the End Date until completion. If and to the extent Parcel 2 owner is precluded from completion of construction of the building by the End Date hereunder by acts of God, authority of Law, strikes, lockouts, casualties or other causes beyond its reasonable control ("Impossibility of Performance"), said party's performance hereunder shall be excused to the extent and for the period of time that such excusal is reasonably necessitated by such causes. Parcel 2 Owner shall immediately notify Parcel 1 Owner upon learning of the existence of one or more of the conditions set forth herein and shall similarly notify Parcel 1 Owner when said condition(s) have ended.

5. **Design and Cost: Work and Restoration Work.** Parcel 2 Owner will provide Parcel 1 Owner with copies of the relevant portion of the plans relating to the work to be done on Parcel 2 including the Restoration Work. Any portion of the plans solely pertaining to the Restoration Work shall be subject to the review and reasonable approval of the Parcel 1 Owner.

The construction of the Parcel 2 land shall only commence after Parcel 2 Owner's structural engineer certifies to the Parcel 1 Owner that the shoring is in place and is in general conformance with the plans and drawings prepared by Parcel 2 Owner's structural engineer.

6. **Indemnity and Insurance.**

(a) During the time period for performance of any work in the Temporary Access and Construction Easement and Restoration Work, (i) Parcel 2 Owner shall at all times maintain commercial property insurance in an amount not less than Two Million and no/100 Dollars (\$2,000,000.00) combined single limit per occurrence, and shall further provide Parcel 1 Owner at least thirty (30) days prior written notice of any cancellation of the insurance and any change in the insurance policy; (ii) Contractor shall at all times maintain commercial general public liability insurance, including contractual liability insurance in an amount in an amount not less than Two Million and no/100 Dollars (\$2,000,000.00) combined single limit per occurrence, naming Parcel 1 Owner and her successors and assigns as an additional insured party, provide for waiver of subrogation and specifically provide that Parcel 1 Owner shall be given at least thirty (30) days prior written notice of any cancellation of the insurance and any change in the insurance policy. Contractor shall deliver to Parcel 1 Owner a Certificate of Insurance evidencing such insurance coverage and shall keep this insurance in place until completion of the Restoration Work.

(b) Parcel 2 Owner and Contractor, their successors and assigns, agree to indemnify, defend and hold harmless Parcel 1 Owner, her successors, assigns, employees and agents against any and all liability, claim, loss or damage (including reasonable attorney's fees) for injury to persons or death or property damage resulting from work in the Temporary Access Construction Easement, except to the extent such liability, claim,

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loss or damage arises out of the willful misconduct or negligent act or omission of Parcel 1 Owner. Nothing contained herein, shall prohibit the Parcel 2 Owner and Contractor from tendering a claim to their insurance carriers and Parcel 1 Owner agrees to cooperate with the Parcel 2 Owner and Contractor in submitting any such claims and shall not unnecessarily incur expenses, costs or other charges during the pendency of the claim process. In addition, Parcel 1 Owner agrees to refrain from bringing suit against Parcel 2 Owner and/or Contractor pursuant to this Section 6(b) during the pendency of any claim process initiated under the insurance provided for in Section 6(a) above. Nothing shall prevent Parcel 1 Owner from filing any counterclaim or third party complaint in any suit that relates to injury, loss or damage resulting from work described above.

## 7. Compensation to Parcel 1 Owner.

Parcel 2 Owner shall pay Parcel 1 Owner the sum of Ten Thousand Dollars (\$10,000.00), within five (5) business days from the Effective Date of this Agreement, as the full and final cost to remove the steel sheets and pilings installed by Parcel 2 Owner on Parcel 1. Parcel 2 Owner is responsible for this payment. The Parcel 1 Owner at its sole costs and expense shall remove the steel sheets and pilings at a later date upon notice to Parcel 2 Owner.

8. Development of Parcel 1. (a) If Parcel 1 Owner, or her successors or assigns, desires to extend the building for any structure on Parcel 1 beyond the current building line, then Parcel 1 Owner, or her successors or assigns shall be entitled to use the foundation of the building to be erected on Parcel 2 as and for the south form (with bond break) on the foundation to be constructed on Parcel 1, provided that no structural load other than the fluid pressure of the wet concrete will be transferred to the Parcel 2 foundation, the foundation shall be no deeper than the foundation on Parcel 2 and further provided that in no event shall any portion of the improvements to be constructed by Parcel 1 Owner other than the bond break material be on Parcel 2. No portion of the permanent foundation or superstructure of Parcel 1 improvements shall extend past the property line of Parcel 1. Parcel 2 Owner, its successor and assigns will not assess any cost or charge for Parcel 1 Owner's ability to use the foundation described above. No lateral load, other than the fluid pressure of the wet concrete above, will be transferred onto the Parcel 2 foundation. The footing for the foundation to be constructed on Parcel 1 shall be at the same depth of the footing on the Parcel 2 foundation. Notwithstanding the foregoing, such ability to use any portion of the foundation on Parcel 2, shall be subject to review of the plans and specifications for any improvements to Parcel 1 by the Parcel 2 Owner, existing zoning, in addition to the City of Chicago and the reasonable concerns of Parcel 2 Owners, its contractors, engineers and agents. Additionally, Parcel 2 Owner and Contractor make no warranty express or implied with respect to the future use of Parcel 1 for any purpose including by no way of limitation, the right (legal or equitable) of Parcel 1 Owner to erect any such structure, any Implied Warranty of Merchantability, Habitability or Fitness for a particular Purpose.

(b) In addition, Parcel 2 Owner agrees the building on Parcel 2 shall be constructed without any windows on the north side of the building, and that the plans shall be revised to show no windows on the north side of the building on Parcel 2. Parcel 2 Owner acknowledges that this provision is a material term of this Agreement, that Parcel 2 Owner or the Contractor



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shall take all steps necessary to comply with this provision and that if Parcel 2 Owner or Contractor fail to comply with this provision, Parcel 1 Owner shall be entitled to injunctive relief to enforce this provision.

(c) In addition, the Parcel 2 owner and its successors or assigns (i) will not object to any zoning variance application or request of the Parcel 1 owner, her successors and assigns, to erect a building on Parcel 1 up to the lot line for Parcel 1, such building not to exceed the height of the building to be built on Parcel 2; and (ii) will reasonably cooperate with the application or request of the Parcel 1 owner, her successors and assigns, in connection with such zoning variance application or request.

9. **Default.** The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by the parties:

(a) The failure to make any payment required to be made hereunder within ten (10) days of the due date, or

(b) The failure to observe or perform any of the covenants, conditions or obligations of this Agreement, other than as described in (a) above, within thirty (30) days after the issuance of a written notice by the respective party specifying the nature of the default claimed.

With respect to any default under paragraph 9(a)-(b) above, any party shall have the right, but not the obligation, to cure such default by the payment of money or the performance of some other action for the account of and at the expense of the other party provided, however, that in the event the default shall constitute an emergency condition, a party acting in good faith, shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary, without advance notice, so long as notice is given as soon as possible thereafter.

Costs and expenses accruing and/or assessed pursuant to this Agreement shall constitute a lien against Parcel 2. Such lien shall attach and take effect upon recordation of a claim of lien in the office of the Recorder of Deeds of Cook County, Illinois. No waiver by any party of any default under this Agreement shall be effective or binding on the other parties unless made in writing and no such waiver shall be implied from any omission to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers of any default under any provision of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in this Agreement.

The parties shall have the right to prosecute any proceedings at law or in equity against another Party or any other person violating or attempting to violate or defaulting upon any of the provisions contained in this Agreement, and to recover damages for any such violation or default.

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10. **Default Interest.** Any payments due to a party under this Agreement which are not paid when due shall bear interest at then current prime rate of interest announced from time to time by the Wall Street Journal, plus five (5%) percent.

11. **Covenants Running With the Land.** All provisions of this Agreement, including the benefits and burdens set forth therein, shall run with the land and shall be binding upon and shall inure to the benefit of the successors and assigns of the parties thereto.

12. **Interpretation.** The rule of strict construction of contracts shall not apply to this Agreement. The provisions of this Agreement shall be given a reasonable construction to carry out the intention of the parties thereto to confer commercially useable rights of enjoyment. Notwithstanding that this Agreement was initially drafted by counsel for Parcel 1 Owner, the Agreement has been thoroughly reviewed by legal counsel for Parcel 2 Owner and for Contractor, therefore, no interpretation will be made in favor of either party to this Agreement for the reason that this Agreement was prepared by Parcel 1 Owner's counsel.

13. **Enforcement.** The parties hereto, or their respective successors or assigns, may enforce the terms of this Agreement by appropriate action, in equity or at law. In such event, the party prevailing in any such action shall be allowed to recover from the non-prevailing party all costs and fees, including reasonable attorney's fees and costs, incurred in connection with such action.

14. **Interruption of Services.** Parcel 2 Owner and Contractor shall be jointly and severally liable to Parcel 1 Owner for any claim, damage, cost, liability or cause of action for a material interruption of access to Parcel 1 arising from the work on Parcel 2 outside the scope of the work contemplated herein.

15. **Relation between Parties.** Nothing contained in this Agreement shall be construed to create a partnership, joint venture, principal-agent, or similar relationship between the parties to this Agreement.

16. **No Dedication.** Nothing contained in this Agreement shall be construed to be a gift or dedication of any portion of the Temporary Access Easement area to the general public.

17. **Fees and Expenses of Parcel 1 Owner.** Parcel 2 Owner and Contractor shall reimburse Parcel 1 Owner for the reasonable expenses she has incurred up to the date of acceptance of this Agreement (collectively the "Reimbursable Expenses") as follows: (a) the sum of \$8,500.00 which represents less than two-thirds portion of the reasonable attorney's fees incurred by Parcel 1 Owner in connection with the issues described herein and the drafting of this Agreement; (b) reasonable surveying expenses incurred by Parcel 1 Owner of \$725.00; and (c) reasonable expenses and reasonable fees of Structural Engineer of Parcel 1 Owner of \$3,500.00. Parcel 2 Owner and Contractor shall pay the Parcel 1 Owner the Reimbursable Expenses, totaling \$12,725.00, within five (5) business days of the Effective Date of this Agreement. The \$8,500.00 to be paid for attorney's fees shall be paid directly to Chuhak &

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Tecson, P.C., 30 S. Wacker Drive, Suite 2600, Chicago, IL 60606, attn: Mitchell Feinberg. No duty is owed by the attorney, the surveyor or the Structural Engineer of Parcel 1 Owner to the Parcel 2 Owner, his employees, contractors, subcontractors or agents.

## 18. Limited Release.

(a) In consideration of payment of the sums due and owing under Paragraphs 7 and 17 of this Agreement and completion of the Restoration Work, the Parcel 1 Owner, for themselves, their successors, heirs, executors, administrators and assigns, do release the Parcel 2 Owner and Contractor from any claims and damages for trespass and the future removal of the sheets and pilings.

(b) To the extent permitted by law, Parcel 1 Owner, her successors, heirs, executors, administrators and assigns expressly retains all rights to pursue any damage to the land, building or other structures on Parcel 1 arising from the excavation, construction or other actions of Parcel 2 Owner, his employees, contractors, subcontractors and agents, or relating to the remediation obligations of Parcel 2 Owner and the Contractor imposed in Section 3(b) of this Agreement. The statute of limitations relating to actions based upon written contract shall not apply to said damage claims.

## 19. Miscellaneous.

(a) The captions contained in this Agreement are for convenience only and shall not limit, expand, or alter the terms and provisions contained herein.

(b) Whenever the context so requires, the terms used herein shall include the masculine, feminine or neuter, as applicable, and the singular shall include the plural, and vice versa.

(c) With respect to any provision contained herein requiring the consent or approval of the Parcel 1 Owner:

(i) such approval shall not be unreasonably withheld or delayed;

(ii) any notice of disapproval given by the Parcel 1 Owner shall state with reasonable specificity the portions of the proposal or specifications which Parcel 1 Owner finds to be deficient or otherwise unacceptable and are in need of revision;

(iii) if the Parcel 1 Owner fails to disapprove or submit a response within the time frame required for approval, disapproval or consent (or if no timeframe is set forth in this Agreement, within 10 days), it shall be assumed the Parcel 1 Owner has given approval or consent and such approval and consent shall be deemed given; and



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- (iv) the parties agree to work collaboratively in good faith to resolve their differences and the time for completion as set forth in paragraph 4 shall be extended to reflect the time required to resolve issues or disputes on items requiring the consent or approval of the Parcel 1 Owner.
- (d) This Agreement may not be amended, modified, or revoked except by a written instrument signed by the parties hereto, or their respective successors and assigns, which instrument is recorded with the Cook County Recorder of Deeds.
- (e) In the event any term or provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, then the remainder of this Agreement shall remain in full force and effect and the court so holding is hereby authorized to modify the unenforceable provision to make the same enforceable while still following the intention of the parties as expressed herein.
- (f) In connection with the negotiation, drafting, and execution of this Agreement, the Parties their have been represented by own independent legal counsel.
- (g) This Agreement represents the collaborative drafting of the parties through their respective attorneys. Accordingly, neither the Agreement nor any provision of this Agreement shall be deemed to have been drafted by any other party or that attorney.
- (h) This Agreement may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which shall collectively constitute a single Agreement, fully binding upon and enforceable against the parties hereto.
- (i) Any notice required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered personally, or upon two days after being deposited in the United States Mail, postage prepaid, by certified mail or registered mail, return receipt requested, or on the next day after delivery to an overnight courier, or by facsimile transmission upon confirmation of the transmission from the facsimile machine of the party initiating the transmission, and followed by sending a copy of such notice, first sent by facsimile transmission, by first class mail with postage prepaid, addressed to the parties as follows:

**To Parcel 1  
Owner:** Pauline Wong Hugh  
c/o Herman Wong  
215 W. 23<sup>rd</sup> St.  
Chicago, IL 60616

**with a copy to:** Mitchell Feinberg  
Chuhak & Tecson, P.C.  
30 S. Wacker Dr.

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Suite 2600  
Chicago, IL 60606

**To Parcel 2  
Owner:** Simon Bai  
2316 S. Wentworth Ave.  
Chicago, IL 60606  
Tele: 312-375-8746  
Facsimile: \_\_\_\_\_

**with a copy to:** Steven C. Weiss  
Berger, Newmark & Fenchel, P.C.  
303 W. Madison St., 23<sup>rd</sup> Floor  
Chicago, IL 60606

**To Contractor:** Jacie Construction, LLC  
attn: Gerard Heffernan  
512 S. Fairview  
Park Ridge, IL 60068  
Tele: 847-334-0302

**with a copy to:** Jason B. Erlich  
Kluver & Platt, LLC  
65 East Wacker Place, Suite 2300  
Chicago, IL 60601

or at such other address(es) as either party hereto may designate by giving written notice thereof to the other party hereto in the aforesaid manner.





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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF lake )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY** that **Simon Bai** 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 acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said partnership, for the uses and purposes therein set forth.

Given under my hand and official seal, this 4th day of December, 2010.



Rafiqul Haq  
Notary Public

My commission expires: 6 / 4 / 13

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public, in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that Gerard Heffernan, the Manager of Jacie Construction, LLC, an Illinois limited liability company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_





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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY** that **Simon Bai** 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 acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said partnership, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

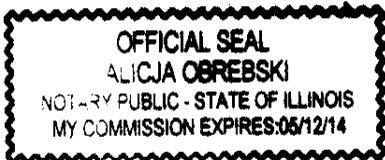
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF Cook )

I, Alicja Obrebski, a Notary Public, in and for and residing in said County, in the State aforesaid, **DO HEREBY CERTIFY** that Gerard Heffernan, the Manager of Jacie Construction, LLC, an Illinois limited liability company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and official seal, this 6th day of December, 2010.

Alicja Obrebski  
Notary Public

My commission expires: 05/12/14



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## EXHIBIT "A"

### LEGAL DESCRIPTION OF 2314 S. WENTWORTH, CHICAGO, ILLINOIS ("PARCEL 1")

LOT ONE IN THE RESUBDIVISION OF LOTS ONE TO FIVE INCLUSIVE AND THE PRIVATE ALLEY WEST AND ADJOINING SAID LOTS IN THE RESUBDIVISION OF LOTS 29, 30, 31, 32 AND 33 ALL IN BLOCK 3 IN ARCHER ADDITION TO CHICAGO IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 2314 S. Wentworth  
Chicago, Illinois 60616

P.I.N.: 17-28-213-050-0000

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## EXHIBIT "B"

### LEGAL DESCRIPTION OF 2316 S. WENTWORTH, CHICAGO, ILLINOIS ("PARCEL 2")

Common Address: 2316 S. Wentworth  
Chicago, Illinois 60616

PIN: 17-28-213-051-0000





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## EXHIBIT "C"

### TEMPORARY ACCESS EASEMENT: DELINEATION

2314 S. Wentworth, Chicago, Illinois ("Parcel 1")

