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After recording, return to:

Fox, Swibel, Levin & Carroll, LLP
200 West Madison Street
Suite 3000
Chicago, IL 60606
Attention: Tom Buranosky

Doc#: 1516850031 Fee: \$58.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/17/2015 01:09 PM Pg: 1 of 11

(Space Above Line For Recorder's Use Only)

Property Index Nos. 16-07-316-057-0000 [CONFIRM]
16-07-316-058-0000
16-07-316-059-0000
16-07-316-060-0000

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "Agreement") is made as of the 28 day of May, 2015 by and between the WEST COOK YOUNG MEN'S CHRISTIAN ASSOCIATION'S INCORPORATED, an Illinois not-for-profit corporation ("West Cook"), and JCSD LLC, an Illinois limited liability company ("JCSD"). West Cook and JCSD are referred to herein individually as a "Party," and together as the "Parties."

RECITALS

- A. West Cook owns certain four (4) parcels (each a "Parcel") of real property located in the Village of Oak Park, Cook County, Illinois, more particularly described in **Exhibit A** attached hereto (collectively, the "West Cook Property").
- B. JCSD owns certain real property located in the Village of Oak Park, Cook County, Illinois, more particularly described in **Exhibit B** attached hereto (the "JCSD Property").
- C. West Cook and JCSD desire to enter into this Agreement to grant to JCSD a temporary construction easement over the West Cook Property for the benefit of the JCSD Property.

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AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, West Cook and JCSD agree as follows:

1. Grant of Access Easement

West Cook grants to JCSD, for the benefit of the JCSD Property, an temporary, exclusive easement over the West Cook Property to use solely for the purpose of vehicular and pedestrian ingress and egress to and from the JCSD Property and related construction activities on the JCSD's Property in connection with the development of the JCSD Property, and for no other use whatsoever (the "Easement"). The Easement shall have a term of eighteen (18) months from the date of this Agreement, and shall expire automatically upon the termination of such eighteen (18) month period; provided, however, JCSD shall have a right to extend the term of the Easement as to any or all of the Parcels on a month-to-month basis for up to six (6) additional months by providing to West Cook written notice of such extension prior to the end of the initial term and paying to West Cook, at the time of the giving of such written notice, the Extension Fee, as hereinafter defined. The "Extension Fee" shall mean a fee in the amount of \$500 per month, per Parcel for any of the four Parcels that JCSD desires to extend the Easement for such extended period. The Easement granted herein and the rights and obligations of the parties hereto shall run with the land and be binding upon all subsequent owners thereof. JCSD and its contractors and subcontractors shall be wholly responsible for the proper removal from the Easement of any and all equipment and materials generated in connection with the use of the Easement.

2. Consideration for Easement

In consideration for the Easement, JCSD, at its sole cost and expense, shall, before the end of the term of the Easement (as the same may be extended), construct and develop the full build-out of twenty-four (24) standard-sized parking spaces on the West Cook Property, with a concrete base, drainage, striping and curbs, all per code regulations, and plans approved and accepted by both the Village of Oak Park, Illinois and West Cook (the "Parking Improvements"). If JCSD has not completed the construction and development of the Parking Improvements prior to the end of the initial term of the Easement, JCSD shall extend the Easement per Section 1 of this Agreement for a sufficient time to complete the Parking Improvements, which in all cases shall be completed by JCSD within the six (6) month extension permitted under Section 1 of this Agreement.

3. Compliance With Laws

JCSD shall at all times exercise its respective rights under this Agreement in accordance with the requirements of all applicable statutes, orders, rules and regulations of

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any public authority having jurisdiction, including, but not limited to, all statutes, orders, rules and regulations governing hazardous materials and other environmental matters.

4. Indemnity

JCSD agrees to indemnify, defend and hold West Cook harmless from and against any and all claims for damages suffered and other liability, loss, cost or other expense incurred by West Cook (including, but not limited to, reasonable attorneys' fees), because of any claim, damage or action asserted against West Cook arising out of JCSD's exercise of the rights granted in this Agreement or use of the West Cook Property.

5. Insurance

JCSD shall maintain, at its sole expense, commercial general liability insurance for bodily injury and property damage with coverage limits of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence and a general aggregate limit of at least Two Million and No/100 Dollars (\$2,000,000.00). JCSD shall require each contractor or subcontractor entering onto the Easement to procure and maintain, at its sole cost and expense, a policy or policies of insurance for (a) workers' compensation at statutory coverage, (b) comprehensive coverage (including independent contractor, contractual and automotive liability) with coverage of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence and a general aggregate limit of at least Two Million and No/100 Dollars (\$2,000,000.00), and (c) damage or injury to person or property caused by such contractor or subcontractor with coverage of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence and a general aggregate limit of at least Two Million and No/100 Dollars (\$2,000,000.00). West Cook shall be identified as an additional insured under such policies, and JCSD shall provide West Cook with evidence of such insurance at all time(s) through the term of the Easement, as such term may be extended. Such policies shall insure Developer's performance of the indemnity provisions of this Agreement, but the amount of such insurance shall not limit JCSD's liability or relieve JCSD of its obligations under this Agreement.

6. Successors and Assigns

The rights granted under this Agreement, and the duties agreed herein, will inure to the benefit of and be binding upon the Parties' respective successors and assigns.

7. Termination

If one Party breaches or fails to perform or observe any of the terms and conditions of this Agreement, and fails to cure such breach or default within thirty (30) days of the other Party's giving the breaching party written notice thereof, or if the breach or default is not susceptible of cure within thirty (30) days, to commence to cure within such period and thereafter diligently complete such cure, then the nonbreaching Party may terminate the breaching Party's rights under this Agreement.

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8. Notices

All notices under this Agreement to be given by either Party to the other Party may be delivered personally or by overnight courier or by depositing the same in the U.S. mail, certified, return receipt requested, postage prepaid, properly addressed and sent to such Party at the following addresses, or such other address as such Party may from time to time designate by written notice to the other:

To West Cook:

West Cook Young Men's Christian Association's Incorporated
 255 South Marion Street
 Oak Park, IL 60302
 Attention: Phillip Jimenez
 Phone: (708) 383-5200
 Email: phillip@westcookwmca.org

To JCSD:

JCSO LLC
 425 Hazel Rd #4B
 Northbrook, IL 60062
 Attention: Velina Velera
 Phone: 847.219.1021
 Email: vvelinna@gmail.com

A notice shall be deemed given on the day such notice is personally delivered, or on the third (3rd) business day following the day such notice is mailed in accordance with this Section 9.

9. Modifications

Neither this Agreement nor any provision hereof may be waived, modified, amended or terminated except by an instrument in writing, signed by the Party against which the enforcement of such waiver, modification amendment or termination is sought.

10. Attorneys' Fees

Should West Cook employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to recover damages for the breach of this Agreement, JCSD agrees to pay to West Cook all reasonable costs, damages and expenses, including attorneys' fees, expended or incurred in connection therewith.

[Signature page follows.]

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**West Cook Young Men's Christian Association's Incorporated,
an Illinois not-for-profit corporation**

By: [Signature]
Name: Phillip Jimenez
Its: President & CEO

STATE OF ILLINOIS)

) ss:

COUNTY OF COOK)

I, Donna L. LaSage, a Notary Public in and for said County in the State aforesaid do hereby certify that Phillip Jimenez as President & CEO of West Cook Young Men's Christian Association's Incorporated, 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/she/they signed and delivered such instrument same as his/her own free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, being authorized so to do.

GIVEN under my notarial seal this 22 day of May, 2015.



[Signature]
Notary Public

My commission expires 05/04/2016

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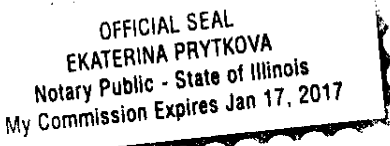
JCSD LLC,
an Illinois limited liability company

By: [Signature]
Name: Felix Koltsov
Its: Signing Member

STATE OF ILLINOIS)
) ss:

COUNTY OF COOK)
I, EKATERINA PRYTKOVA, a Notary Public in and for said County in the State
aforesaid do hereby certify that Felix Koltsov as Signing member of JCSD
LLC, 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/she/they signed and delivered such instrument same as his/her own free and voluntary act
and deed of said corporation for the uses and purposes therein mentioned, being authorized
so to do.

GIVEN under my notarial seal this 26 day of May, 2015.



[Signature]
Notary Public

My commission expires 01/17/17

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Exhibit A

LEGAL DESCRIPTION OF WEST COOK PROPERTY

Tract 1

Property Index No. 16-07-316-057-0000

Common Address: 1029 Randolph St., Oak Park, IL 60302

Tract 2

Property Index No. 16-07-316-058-0000

Common Address: 1034 Washington Blvd., Oak Park, IL 60302

Tract 3

Property Index No. 16-07-316-059-0000

Common Address: 1019 Randolph St., Oak Park, IL 60302

Tract 4

Property Index No. 16-07-316-060-0000

Common Address: 1020 Washington Blvd., Oak Park, IL 60302

[Full Legal to be Inserted]

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Exhibit B

LEGAL DESCRIPTION OF DEVELOPER PROPERTY

Tract 5

Property Index No. 16-07-316-061-0000

Common Address: 1030 Washington Blvd., Oak Park, IL 60302

[Full Legal to be Inserted]

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PINS and Legal Description of 5 Existing Tracts

- 16-07-316-015: the north 100.06 feet of lot 34 in block 1 in central subdivision of part of the west $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of section 7, township 39 north, range 13, east of the third principal meridian, in Cook County, Illinois
- 16-07-316-017: the west 50 feet of the south 100.06 feet of lot 34 in block 1 in central subdivision of part of the west $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of section 7, township 39 north, range 13, east of the third principal meridian, in Cook County, Illinois
- 16-07-316-018: the east 50 feet of the south 100.06 feet of lot 34 in block 1 in central subdivision of part of the west $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of section 7, township 39 north, range 13, east of the third principal meridian, in Cook County, Illinois
- 16-07-316-016: the north 100.06 feet of lot 33 in block 1 in central subdivision of part of the west $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of section 7, township 39 north, range 13, east of the third principal meridian, in Cook County, Illinois
- 16-07-316-019: the south 100.06 feet of lot 33 in block 1 in central subdivision of part of the west $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of section 7, township 39 north, range 13, east of the third principal meridian, in Cook County, Illinois

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Legal Description

Tract 1: The west 54 feet of the north 20 feet of lot 34 in block 1 in central subdivision of part of the west $\frac{1}{2}$ of the southwest $\frac{1}{4}$ of section 7, township 39 north, range 13, east of the third principal meridian, in Cook County, Illinois

Tract 2: The west 54 feet of the south 20 feet of lot 34 in block 1 in central subdivision of part of the west $\frac{1}{2}$ of the southwest $\frac{1}{4}$ of section 7, township 39 north, range 13, east of the third principal meridian, in Cook County, Illinois.

Tract 3: The east 54 feet of the north 20 feet of lot 33 in block 1 in central subdivision of part of west $\frac{1}{2}$ of the southwest $\frac{1}{4}$ of section 7, township 39 north, range 13, east of the third principal meridian, in Cook County, Illinois.

Tract 4: The east 54 feet of the south 20 feet of lot 33 in block 1 in central subdivision of part of the west $\frac{1}{2}$ of the southwest $\frac{1}{4}$ of section 7, township 39 north, range 13, east of the third principal meridian, in Cook County, Illinois.

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Legal Description

Tract 5:

LOT 34 (EXCEPT THE WEST 54.0' OF THE NORTH 20.0' AND EXCEPT THE WEST 54.0' OF THE SOUTH 20.0') AND LOT 33 (EXCEPT THE EAST 54.0' OF THE NORTH 20.0' AND EXCEPT THE EAST 54.0' OF THE SOUTH 20.0') IN BLOCK 1 IN CENTRAL SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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