

# UNOFFICIAL COPY



After recording return to:

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Chicago, IL 60661

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RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 11/02/2015 11:11 AM Pg: 1 of 7

617 400 17240 (9)

## ACCESS AND SITE ACTIVITIES EASEMENT

This **ACCESS AND SITE ACTIVITIES EASEMENT** (this "Agreement") is executed as of the 30th day of October, 2015 (the "Effective Date"), by and between the Park Place Venture, LLC, a Delaware limited liability company (the "Owner") and PP Family, LLC, an Illinois limited liability company (the "PP Family").

### RECITALS

WHEREAS, Owner is the owner of that certain property legally described on Exhibit A attached hereto (the "Property");

WHEREAS, PP Family intends to acquire certain land in proximity to the Property legally described on Exhibit B attached here to (the "Project Site") for the construction of a 78-unit multifamily affordable housing development (the "Project");

WHEREAS, PP Family received that certain Soil Testing Services Letter dated October 23, 2015 from Pioneer Environmental Services, LLC (the "Report") indicating that certain soil on the Project Site exhibits contaminant concentrations in excess of 35 IAC Part 742 Tier 1 soil remediation objections ("Tier 1 Contamination");

WHEREAS, PP Family intends to complete certain environmental remediation of the Project Site in connection with the Project;

WHEREAS, in connection with the environmental remediation of the Project Site, PP Family intends to access the Property for the purpose of removing and storing soil for use on the Project Site (the "Site Activities"); and

WHEREAS, in connection with the environmental remediation of the Project Site, PP Family will enroll the Project Site and the Property in the Illinois Environmental Protection Agency's Site Remediation Program (the "Program") in order to obtain a No Further Remediation Letter ("NFR Letter");

NOW, THEREFORE, for the consideration reflected in the above Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the PP Family hereby agree as follows.

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## AGREEMENT

**Section 1. Access Easement.** Owner hereby grant to PP Family, its agent and assigns (collectively, "PP Family Agents") a non-exclusive easement appurtenant to and for the use and benefit of the Project Site for the purpose of conducting and completing the Site Activities over, below and within the Property.

**Section 2. Site Enrollment.** Owner hereby agrees to cooperate with PP Family in connection with PP Family obtaining an NFR Letter under the Program, which cooperation shall include, but not be limited to, taking all actions necessary to allow PP Family to enroll the Property in the Program, and abide by the terms and conditions imposed by the NFR Letter.

### **Section 3. Obligations and Agreements of PP Family**

In consideration of the Owner's consent to allow PP Family Agents to enter the Property and to complete the Site Activities, PP Family hereby acknowledges and agrees as follows:

- A. PP Family shall complete the Site Activities as its sole cost and expense.
- B. PP Family shall repair any damage done to the Property that arises from: i) PP Family Agent's entry onto to the Property or ii) the Site Activities conducted and completed by PP Family Agents.
- C. PP Family shall restore, at PP Family's sole cost and expense, the Property to substantially the same condition existing immediately prior to PP Family's exercise of its rights hereunder, including, but not limited to, replacing any soil removed from the Property with an equal amount soil, and to grade the Property back to its original topography.
- D. PP Family shall indemnify, defend and hold harmless the Owner for any and all claims, causes of action and liabilities that arise out of PP Family's entry onto to the Property or the Site Activities conducted and completed by PP Family Agents.

**Section 4. Hold Harmless.** Owner acknowledges its receipt of the Report and agrees to PP Family using soil from the Project Site in its as-is condition, which may contain Tier 1 Contamination, to replace soil removed by PP Family from the Property. Other than if required as part of enrolling the Property in the Program as contemplated in this Agreement, PP Family will have no obligation to remediate or further test the soil deposited on the Property by PP Family or PP Family Agents. Owner further agrees that notwithstanding any obligations or representations of PP Family in this Agreement, including, without limitation, Section 3, Owner will to hold PP Family harmless for the against all loss, costs, damages, expenses, liabilities and claims of any kind incurred by or asserted against PP Family or Owner as a result of PP Family replacing the soil on the Property with soil containing Tier 1 Contamination, other than claims arising from or alleging that PP Family or Owner failed to comply with any law, ordinance or rule relating to the handling of said soils. The provisions of this Section 4 shall survive the termination of this Agreement.

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**Section 5. Successor and Assigns.** Wherever any of the parties to this Agreement is referred to, such reference is deemed to include the successors and assigns of such party, and this Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party hereto.

**Section 6. Counterparts.** This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on both parties, notwithstanding that both parties have not signed the original or the same counterpart.

**Section 7. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

**Section 8. Amendments and Waivers.** No amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by each of the parties, and no delay on the part of any party in exercising any of its options, powers or rights, or partial or single exercise thereof, shall constitute a waiver thereof.

**Section 9. Interpretation.** The captions of the sections of this Agreement have been inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement. Whenever used in this Agreement, the singular shall include the plural and the plural shall include the singular. The words "hereof", "herein", and "hereunder", and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The words "including" or "include" shall mean including or include by way of example and not limitation (regardless of whether the words "without limitation" or words of similar import are used in conjunction therewith), unless otherwise expressly stated. This Agreement is intended solely for the benefit of the parties named herein and their respective successors and assigns, and no other person or entity shall have any right to enforce the provisions of this Agreement. The provisions of this Agreement are intended to govern only the relationship of the parties with respect to the specific obligations provided for herein and shall not affect any rights, powers, remedies, duties, obligations, or liabilities as between the parties in any other capacity or under any other agreement.

**Section 10. Further Assurances.** The parties shall, upon request of any other party, duly execute and deliver, or cause to be duly executed and delivered, to the other parties or any of them such further instruments and take and cause to be taken such further actions as may be reasonably necessary to carry out the provisions and purposes of this Agreement.

**Section 11. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original hereof, and all of which, taken together, shall constitute one and the same instrument.

**Section 12. Termination.** If not otherwise terminated, this Agreement will be terminated and released of record on December 31, 2017.

[Signatures begin on following page.]



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**OWNER:**

PARK PLACE VENTURE, LLC, a Delaware  
limited liability company

By: Origin Manager, LLC, its Manager

By: *Michael Episcopo*  
Michael Episcopo

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

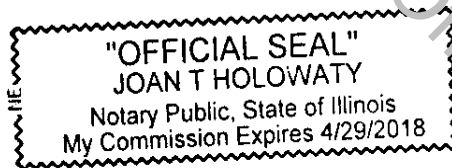
The Undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Michael Episcopo, the \_\_\_\_\_ of Origin Manager, LLC, manager of Park Place Venture, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act, and as the free and voluntary act and on behalf of Park Place Venture, LLC, all for the uses and purposes set forth therein.

Given under my hand and notarial seal on Oct. 27, 2015.

*Joan T. Holowaty*  
Notary Public

My commission expires: 4-29-2018

(SEAL)



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## Exhibit A

### Legal Description

Lots 66 and 67 in Park Place Unit 1, being a Subdivision in the South Half of the East Quarter of the Northwest Quarter of Section 11, Township 38 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded December 6, 2007 as Document number 0734003180, in Cook County, Illinois.

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## Exhibit B

### Legal Description

#### PARCEL 1:

LOTS 1, 2, 3 AND 4 IN PARK PLACE RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, S. CENTRAL PARK AVENUE, S. MILLARD AVENUE, W. 50TH STREET, AND THE 16 FOOT ALLEY LYING BETWEEN SAID LOTS 64 AND 65 IN PARK PLACE UNIT 1, BEING A SUBDIVISION IN THE SOUTH HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOTS 25 AND 26 IN PARK PLACE UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 6, 2007 AS DOCUMENT NO. 0734003180, IN COOK COUNTY, ILLINOIS.