This Instrument Prepared By:

Shawn K. Ronda, Esq. DLA Piper LLP (US) 444 West Lake Street, Suite 900 Chicago, Illinois 60606

After Recording Mail To:

Scott A. Weisenberg, Esq. Selig Law Firm 150 North Riverside Plaza Suite 1810 Chicago, Illinois 60606 Doc#. 1903655200 Fee: \$74.00 Edward M. Moody Cook County Recorder of Deeds

Cook County Recorder of Deeds
Date: 02/05/2019 11:56 AM Pg: 1 of 14

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DEMOLITION AND SUPPORT AGREEMENT

This **DEMOLITION** AND **SUPPORT AGREEMENT** (this "Agreement") is made as of January 25, 2019 (the "Effective Date"), by and between MC ASB 312 Carpenter LLC, a Delaware limited liability company ("Owner"), on the one hand, and 328 N. CARPENTER, L.L.C., a Delaware limited liability company ("Adjacent Owner"), on the other hand.

RECITALS

WHEREAS, Owner owns the real property commonly known as 312 N. Carpenter Street, Chicago, Illinois, (as legally described on Exhibit A, attached hereto, the "Real Property") and the three-story commercial building situated on the Real Property (the "312 Building", and together with the Real Property, the "Property").

WHEREAS, Adjacent Owner purchased from Owner (the "Yurchase") and is the owner of the real property commonly known as 328 N. Carpenter Street, Chicago, Illinois (as legally described on <u>Exhibit B</u>, attached hereto, the "Adjacent Real Property") and the __ story building situated on the Adjacent Real Property (the "Current 328 Building").

WHEREAS, Adjacent Owner intends to: (a) demolish the Current 328 Building, and (b) construct a building on the Adjacent Property (such building, as hereafter constructed the "New 328 Building") (the foregoing, together, the "Project").

WHEREAS, the north wall of the 312 Building and the south wall of the Current 328 Building abut, and Adjacent Owner has requested access to the Property for the purpose of, all as more particularly described herein, (a) performing a pre-construction survey of the Property, (b) installing and monitoring vibration monitors and crack gauges in and on the Property, (c) installing roof protection on the 312 Building's roof, (d) repairing any damage to the Property caused by the Project or the Work (defined below), (e) performing any work necessary to return the Property to its prior condition, and (f) provide required structural support for the Property as detailed in Section 8 (collectively the "Work"), and Owner has agreed to grant such access as set forth in this Agreement and pursuant to the terms and conditions of this Agreement.

WHEREAS, pursuant to the terms of the Purchase, Owner and Adjacent Owner have agreed to certain protocols and actions that Adjacent Owner will undertake in conjunction with the Work, intending to protect and ensure the safety and functionality of the Property throughout and following demolition and construction work occurring on the Adjacent Property from time to time.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Incorporation of Recitals</u>. The foregoing recitals constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth as agreements of the parties.
- 2. <u>Licetice</u>. Subject to the terms and conditions set forth herein, Owner grants to Adjacent Owner, its agents, employees, contractors, subcontractors and consultants, a temporary, non-exclusive, limited license as set forth in this Agreement ("License") on, within, over, upon and across the Property, for the limited purpose of:
- A. Performing a pre-construction survey of the Property and installing, maintaining, monitoring, and removing, vibration monitors.
 - B. Performing surveys of the Property as needed.
- C. Installing, maintaining and removing roof protection necessary to protect the roof of the 312 Building during demolition of the Current 328 Building and construction of the New 328 Building.
- D. Repairing any damage to the Property caused by the Project and the Work and to perform any work necessary to return the Property to its prior condition, as provided in <u>Section 7</u> below.
- E. With the prior reasonable consent of Owner, to the extent the Property is adversely affected, taking all other reasonable actions during construction required to perform and complete the Work and the Project.
- 3. <u>Assignability</u>. This Agreement shall not be assigned by Adjacent Owner without the prior written consent of Owner, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary contained herein, the provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of Owner and Adjacent Owner, respectively.
- 4. <u>Surveys</u>. Prior to commencement of the Work, Adjacent Owner, at its sole cost and expense, shall conduct a survey of the Property, which shall include a detailed photographic and video survey of the interior and exterior existing conditions at the Property (the "Pre-Construction Survey"). The parties agree that Owner, or any representative designated by Owner, may attend the survey and any subsequent surveys and/or inspections of the Property. Adjacent Owner shall provide Owner with a copy of the survey report and any subsequent

inspection reports. The Pre-Construction Survey shall be used as the basis for establishing a baseline from which potential damage to the Property shall be reviewed and evaluated. A post-construction survey in accordance with the pre-construction survey description above shall be performed of the Property by Adjacent Owner if requested by Owner (the "Post-Construction Survey"). If so requested, the Post-Construction Survey shall be conducted within thirty (30) days of substantial completion of the Project, at Adjacent Owner's sole cost and expense.

- 5. Monitoring. Prior to the commencement of any demolition, excavation and construction at the Adjacent Property, Adjacent Owner shall install remote-access vibration monitor(s) in the 312 Building, and optical survey markers and crack gauges on the walls of the 312 Building to monitor and evaluate building movement and crack migration on the Property that is related to the demolition, excavation and construction activities associated with the Project (collectively, the "Monitoring Equipment") at location(s) to be determined by Adjacent Owner's engineer or consultant, which locations shall be subject to Owner's approval, which approval shall not be unreasonably conditioned, withheld, or delayed, and Adjacent Owner shall maintain such Monitoring Equipment until the substantial completion of the Project. Adjacent Owner shall be solely responsible for the installation, maintenance, repair, inspection and removal of the Monitoring Equipment. During demolition of the Current 328 Building, the results of the monitoring shall be provided to Owner at a minimum of once per week and also, within four (4) hours of Owner's request if Owner has a good faith belief that the 312 Building may be suffering damage.
- Roof Protection. Prior to such time that height of the New 328 Building is at the height of the 312 Building, Adjacent Owner shall install roof protection on the roof of the 312 Building to protect the 312 Building from such demotion work and construction of the Project. Prior to installing the roof protection, Adjacent Owner sha'll submit to Owner drawings showing the proposed roof protection (the "Preliminary Roof Protection Plans") for Owner's review and approval which approval shall not be unreasonably conditioned, withheld or delayed. Within three (3) business days after Owner's receipt of the Preliminary Roof Protection Plans, Owner shall either approve the Preliminary Roof Protection Plans, or reasonably disapprove the same advising Adjacent Owner of the reasons for such disapproval and the required course of action that would cause Owner to provide its approval. In the event Owner reasonably disapproves the Preliminary Roof Protection Plans, Adjacent Owner shall modify the same, taking into account the reasons given by Owner for said disapproval, and shall, thereafter, submit revised Pieliminary Roof Protection Plans to Owner. The parties shall continue such process, up to a maximum of three (3) times, until Owner grants approval (the approved Preliminary Roof Protection Plans, the "Final Roof Protection Plans") and, thereafter, the roof protection shall be installed pursuant to the Final Roof Protection Plans. In the event that, on or before the date that is thirty (30) days subsequent to the date that Adjacent Owner first submits the Preliminary Roof Protection Plans, Owner has not approved the Preliminary Roof Protection Plans, Adjacent Owner shall implement the Preliminary Roof Protection Plans submitted to Owner, and Adjacent Owner shall commence demolition pursuant to, and in accordance with, all applicable Laws and this Agreement.

7. Adjacent Owner's Responsibilities.

A. Adjacent Owner shall not go on the Property except as permitted by this Agreement or applicable Laws or obstruct or materially interfere with access to the Property.

- B. Adjacent Owner shall provide Owner with at least ten (10) days' written notice prior to: (i) installing the approved roof protection, and (ii) commencing the balance of the Work. Adjacent Owner shall provide Owner with at least five (5) days' notice of its intent to access the Property for any other purpose permitted by the License.
- C. Adjacent Owner and its agents, employees, contractors, subcontractors or consultants shall take all reasonable safety precautions to ensure that the Work will not pose a danger to the public, have a negative impact on the Property, or interfere with Owner's tenants' use of the Property. Adjacent Owner and its agents, employees, contractors, subcontractors and consultants shall perform the Work in a good and workmanlike manner, in accordance with all applicable J avis (defined below).
- D. Adjacent Owner and its agents, employees, contractors, subcontractors and consultants shall use commercially reasonable efforts to keep the Property and any adjoining sidewalks and streets free of debris and materials and generally in a clean and safe condition throughout the term of this Agreement. Upon providing prior written notice, Owner may inspect, at reasonable times, any portion of the Work that has an impact on Owner's Property covered by this Agreement. Notwithstanding any provision in this Agreement, neither Adjacent Owner nor its agents, employees, contractors, subcontractors or consultants shall conduct any activity on the Property that may violate any Laws.
- E. Adjacent Owner shall provide Owner with its anticipated construction schedule for the Project which construction schedule will identify in part, the timing of access to the Property. During the term of this Agreement, Adjacent Owner shall keep Owner reasonably apprised of updates to such construction schedule.
- F. Adjacent Owner shall promptly repair, correct, or replace, any damage to the Property resulting from or caused by the performance of the Work at Adjacent Owner's sole cost and expense.
- G. Upon completion of the Project, Adjacent Owner, at its sole cost and expense, shall promptly remove all equipment, materials and debris placed on the Property by Adjacent Owner or its agents, employees, contractors, subcontractors or consultants, and shall remove all wastes generated as a result of the Work and dispose of it in accordance with all applicable Laws. Adjacent Owner also shall promptly repair, or cause to be repaired, any damage to the Adjacent Property caused by the Work and the Project and shall restore, or cause to be restored, the Property to such similar condition as set forth in the Pre-Construction Survey, excluding normal wear and tear.
- 8. <u>Demolition, Shoring and Structural Support</u>. Adjacent Owner shall fully comply with the Adjacent Landowner Excavation Protection Act, 765 ILCS 140 et seq., and City of Chicago Municipal Code Section 13-124-380 et seq. Adjacent Owner shall provide to Owner copies of all shoring plan documentation approved by the City of Chicago. Adjacent Owner, at its sole cost and expense, shall construct, or cause construction of the City approved structural support elements and mechanisms in a good and workmanlike manner, in accordance with Laws, and shall maintain, repair and replace such elements and mechanisms during the pendency of this Agreement.

- 9. <u>Term.</u> The term of the License shall commence on the Effective Date and the obligations contained in Sections 4, 5, 6 7A through 7D, inclusive, of the Agreement shall terminate upon the substantial completion of the Project; all other provisions of this Agreement shall survive for a period of five (5) years from the date of substantial completion of the Project.
- 10. <u>Costs.</u> Adjacent Owner shall be responsible for and agrees to pay all costs and expenses incurred in connection with the Work without reimbursement from Owner.
- 11. <u>Permits.</u> Prior to entering onto the Property, Adjacent Owner agrees to secure, or cause its agents, contractors, subcontractors and consultants to secure, at its sole cost and expense, all necessary permits and governmental approvals to perform the Work ("Permits"). Adjacent Owner and its agents, employees, contractors, subcontractors and consultants shall comply at all times with any and all applicable municipal, county, state and federal statutes, laws, ordinances, codes, rules, regulations and orders (collectively, "Laws").
- as a condition of, Owner afferding Adjacent Owner access to the Adjacent Property, Adjacent Owner agrees to indemnify, defend (through attorneys reasonably acceptable to Owner) and hold harmless, Owner and each of its a filiates, officers, agents, representatives, members, managers, and employees (collectively "Indemnities"), from and against any and all actions, claims, suits, losses, damages, liens, liabilities, fines costs and expenses (including, without limitation, reasonable attorneys' fees, litigation expenses and court costs) incurred in connection with, arising out of, or relating to any act or omission of Adjacent Owner or any of its contractors, any subcontractors, sub-subcontractors, agents, employees, or consultants related to the performance of the Work or Project. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for any contractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. The foregoing indemnity shall survive any termination of this Agreement and the License to the fullest extent permitted by law.
- 13. <u>Insurance</u>. Adjacent Owner shall procure and maintain and cause its general contractor and any subcontractors accessing the Property or performing any portion of the Work, to procure and maintain, at Adjacent Owner's sole expense, during the entire term of the License, the types and amounts of insurance set forth below with insurance companies authorized to do business in the State of Illinois and considered acceptable by Owner, but at a minimum with an A.M. Best's rating of at least A-VII, covering all Work under this Agreement.
 - (a) <u>Worker's Compensation and Employer's Liability Insurance</u>. Worker's Compensation Insurance, as prescribed by applicable law, covering all employees who are to perform any of the Work under this Agreement, and Employer's Liability Insurance with limits of not less than \$1,000,000.00 each accident or illness.
 - (b) <u>Commercial General Liability Insurance (Primary and Umbrella)</u>. Commercial General Liability Insurance, or equivalent, with limits of not less than \$25,000,000.00 per occurrence for bodily injury, personal injury, and property damage liability. Coverage shall include, at a minimum, all premises and operations, products/completed operations, independent contractors, separation of insureds, defense,

and contractual liability (with no limitation endorsement). These limits may be satisfied with primary and excess coverage, provided the excess coverage is at least as broad as the underlying policy. If Adjacent Owner, its contractor and/or subcontractors purchase higher limits than the limits indicated, the additional insureds will be protected to the full limits purchased. The coverage shall provide that in the event of any claims made by reason of bodily injury, personal injury or property damage sustained by any agent, servant or employee of one insured for which another insured is or may be liable, then the policy shall cover such insured against whom a claim is made in the same manner as if a separate policy had been issued to each insured.

- (c) <u>Automobile Liability Insurance (Primary and Umbrella)</u>. Automobile Liability Insurance with limits of not less than \$1,000,000.00 per occurrence for bodily injury and property damage.
- (d) <u>Professional Liability Insurance</u>. When any architects, engineers, design professionals, construction managers or other professional consultants perform work in connection with this Agreement, such parties shall procure and maintain Professional Liability Insurance covering acts, errors, or omissions with limits of not less than \$2,000,000.00 per occurrence with coverage including contractual liability. When a policy is renewed or replaced, the policy retroactive date must coincide with, or precede, the start of the Work. A claims-make policy that is not renewed or replaced must have an extended reporting period of two (2) years.
- Except for the professional liability insurance, all of the insurance policies required by this Section 13 shall include an endorsement expressly naming Owner, and each of its affiliates, subsidiaries, employees, agents, officers, directors, members, managers, representatives, partners and shareholders, as additional insureds ("Additional Insureds") with respect to the ongoing and completed operations of Adjacent Owner and its general contractor and subcontractors. All of the additional insured coverages required by this Section 13 shall be primary, non-contributory, and not excess of any other insurance or self-insurance carried by Additional Insureds, and any insurance or self-insurance programs maintained by Additional Insureds shall not contribute with insurance provided by Adjacent Owner (or its contractors or subcontractors) under this Agreement. All required insurance policies, including, without limitation, worker's compensation insurance, shall include provisions waiving all rights of subrogation against Additional Insureds. Adjacent Owner waives all rights of recovery against the Additional Insureds arising out of claims made under the Worker's Compensation and Employer's Liability insurance required to be maintained under this paragraph 12. This additional insured coverage shall be provided using both ISO Additional Insured Endorsement forms CG 20 10 10 01 and CG 20 37 07 04 or such other endorsements providing coverage at least as broad and approved by Owner in writing.
- (f) Before commencing the Work, Adjacent Owner shall provide Owner with certificates of insurance and policy endorsements evidencing at least the minimum coverages required by this <u>Section 13</u> for itself and all contractors performing any of the Work. Coverages shall not be reduced, canceled, non-renewed or materially changed

without thirty (30) days advance written notice to Owner. If Adjacent Owner's coverage is renewed at any time, Adjacent Owner shall furnish Owner with updated insurance certificates and policy endorsements prior to the expiration date of any previously delivered certificate and endorsement. Receipt or review by Owner of any copies of insurance policies, endorsements or certificates that fail to comply with the requirements of this Section 13, or the failure to request or obtain evidence of insurance or to object to the insurance provided, shall not be deemed a waiver of any requirements contained in this Section 13 and shall not relieve Adjacent Owner of its duty to comply with the requirements contained in this Section 13.

- (g) Adjacent Owner (or its contractors or subcontractors) shall be responsible for any and all deductibles or self-insured retentions. Adjacent Owner agrees that any coverages and limits furnished by it (or its contractors or subcontractors) shall in no way limit Adjacent Owner's liabilities and responsibilities specified in this Agreement or by law. The insurance required by this Section 13 shall not be limited by any limitations expressed in the intermification language in in this Agreement or any limitation placed on the indemnity as a matter of law.
- (h) Owner shall have no responsibility to provide insurance or security for the Property, material, supplies, or equipment to be used by Adjacent Owner or any of its contractors or subcontractors in conjection with the Work.
- 14. No Liens. Adjacent Owner shall keep the Property free from liens and encumbrances in connection with the Work and shall: (a) pay and discharge any liens and encumbrances filed against the Property, or (b) remove any mechanics lien claims served on Owner or recorded against the Property by providing a bond in accordance with 770 ILCS 60/38.1, or (c) provide such other protection to Owner by means of providing adequate title insurance to Owner, within thirty (30) days after notice from Owner.
- 15. Reports. Adjacent Owner agrees to promptly deliver to Owner copies of all reports, surveys, field data, correspondence and analytical results prepared by or for Adjacent Owner regarding the condition of the Property.
- 16. <u>No Warranties</u>. Owner makes no warranties or representations as to the physical or environmental condition of the Property. Adjacent Owner, its general contractor and each of their contractors, subcontractors, agents or consultants, agree to enter onto the Property and perform the Work at their own risk.
- 17. Right to Terminate. Notwithstanding anything to the contrary contained in this Agreement, Owner may, without incurring any liability, terminate the License and right of entry provided by this Agreement if Adjacent Owner defaults in the performance of any of its obligations hereunder and fails to cure such default within ten (10) days after delivery of written notice from Owner, in which case Adjacent Owner shall be permitted to enter the Property only as permitted by, or necessitated by, applicable Laws.
- 18. <u>Amendment</u>. This Agreement may not be amended or modified without the written consent of the parties hereto.

- 19. <u>Captions</u>. The section headings in this Agreement are inserted for convenience of reference only and shall not in any way affect the meaning or construction of the Agreement.
- 20. <u>Entire Agreement</u>. This Agreement embodies the entire agreement and understanding between the parties and supersedes any prior oral or written agreements with respect to the matters stated herein.
- 21. <u>Counterparts.</u> This Agreement may be executed in two or more counterparts, each of which shall be deemed an original instrument and all of which together shall constitute one and the same instrument. A facsimile, electronic, or photocopy signature shall have the same legal effect as an original signature.
- 22. Yo Other Rights. This Agreement does not give Adjacent Owner any rights with respect to the Property, including, but not limited to, closure of streets, sidewalks, or other public thoroughfares which rights may be provided to Adjacent Owner pursuant to applicable Laws.
- 23. <u>No Further Owner Obligations</u>. The execution of this Agreement does not obligate Owner to provide Adjecent Owner with any other access to the Property other than as expressly provided in this Agreement.
- 24. <u>No Substitute for Required Permitting</u>. Adjacent Owner shall secure all Permits at its sole cost and expense. Adjacent Owner understands that this Agreement shall in no way act as a substitute for any other permitting or approvals that may be required to undertake the Work.
- 25. <u>Binding</u>. The obligations contained in this Agreement are intended to create interests in real property, and shall run with the land, and be binding upon each future Owner of the Property or the Adjacent Property, and their respective assignees, grantees, lenders, mortgagees, tenants and other parties having a right, title or interest in such property. The parties shall record this Agreement at the closing of the Purchase by Adjacent Owner.
- 26. No Principal/Agent or Partnership Relationship. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.
- 27. Notice. During the term of this Agreement, Owner and Adjacent Owner hereby agree that all notices hereunder shall be deemed effective as follows: (a) if to Owner, via email to: J. Joseph Jacobson at jjj@mcapny.com, Brendan Reed at breed@asbrealestate.com, Nicholas Franzetti at nfranzetti@asbrealestate.com, and Jeffrey N. Owen at Jeffrey.Owen@dlapiper.com and (b) if to Adjacent Owner, via email to: John T. Murphy at jmurphy@mbres.com and Scott A. Weisenberg at sweisenberg@seliglegal.com.
- 28. <u>Jury Waiver</u>. OWNER AND ADJACENT EACH HEREBY KNOWINGLY AND INTENTIONALLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING THAT OWNER OR ADJACENT OWNER MAY INSTITUTE AGAINST EACH OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT.

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29. <u>Governing Law</u>. This Agreement shall be governed in all respects by the internal laws of the State of Illinois without regard to the laws regarding conflicts of laws.

[Signatures on next page.]

Property or Cook County Clark's Office

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

MC ASB 312 CARPENTER LLC,

a Delaware limited liability company

By: MC ASB Fulton Market Holdings, LLC, its sole member

By: MC Fulton Investor II/LLC, its manager

By: Name: Its:

328 N. Carpenter, L.L.C., a Delaware imited liability company

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By: 328 N. Carpenter Holdings, L.L.C., a Dela ware limited liability company, its sole member

By: Murphy Investors 328 N. Carpenter, LLC, an l'air.ois limited liability company, its administrative member

By:
Name: John T. Murphy

Title: Manager

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

MC ASB 312 CARPENTER LLC,

a Delaware limited liability company

By: MC ASB Fulton Market Holdings, LLC, its sole member

By: MC Fulton Investor II LLC, its manager

328 N. Carpenter, L.L.C., a Delaware limited liability company

By: 328 N. Carpenter Holdings, L.L.C., a D law are limited liability company, its soie member

By: Murray Investors 328 N. Carpenter, LLC, an Illandic limited liability company,

its administrative member

Name: John T. Muz hy
Title: Manager

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Notation of MC Fulton Investor II LLC, the manager of MC ASB Fulton Market Holdings, LLC, the sole member of MC ASB 312 Carpenter LLC, a Delaware limited liability company, being Owner in the foregoing instrument, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Notation of Jungary, 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 of Grantor, all for the uses and purposes set forth therein.

GIVEN under my hand and retarial seal this 24th day of January, 2019.

Notary Public

My Commission expires:

9-21-19

ROSEANN BOGL'SZ Official Seal Notary Public-2 State of Illinois My Commission Expires Sep 21, 2215

[Signature Page to Demolition and Support Agreement]

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STATE OF ILLINOIS)
) SS .
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that John T. Murphy, the Manager of Murphy Investors 328 N. Carpenter, LLC, the manager of 328 N. Carpenter Holdings, L.L.C., the sole member of 328 N. Carpenter, L.L.C, a Delaware limited liability company, being Adjacent Owner in the foregoing instrument, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, at ocared 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 of Grantor, all for the uses and purposes set forth therein.

GIVEN under ray hand and notarial seal this 24 day of January, 2019.

Notary Public

Ty Courth RESERBERG
Official Squexpires:
Notary Public - State of Illinois
y Commission Expires Feb 17, 2023

[Signature Page to Demolition and Support Agreement]

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Legal Description:

THAT PART OF LOTS 1, 4, 5, 8, 9, 12, 13 AND 16 IN SUB BLOCK 13, IN CARPENTER'S ADDITION TO CHICAGO, TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH 00 DEGREES 09 MINUTES 38 SECONDS WEST ALONG THE EAST LINE OF SAID TRACT 127.04 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 06 SECONDS WEST 120.53 FEET TO THE WEST LINE OF SAID TRACT: THENCE NORTH 00 DEGREES 10 MINUTES 25 SECONDS EAST ALONG THE WEST LINE OF SAID TRACT 127.02 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89 DEGREES 38 MINUTES 41 SECONDS EAST ALONG THE NORTH LINE OF SAID TRACT 120.50 FEET TO THE POINT OF BEGINNING, ALL IN THE WEST HALF OF THE SOUTHEAST QUARTER OF THE PLANT CONTRACTOR OF THE CO SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 328 N Carpenter St, Chicago, IL 60607

PIN # 17-08-410-016-0000