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Doc# 2112457002 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 05/04/2021 09:21 AM PG: 1 OF 10

When Recorded, Return To:
Spirit Realty Capital, Inc.
2727 N. Harwood St., Suite 300
Dallas, TX 75201
Attn: Closing Department

**TEMPORARY CONSTRUCTION
EASEMENT AND ACCESS AGREEMENT**

This **TEMPORARY CONSTRUCTION EASEMENT AND ACCESS AGREEMENT** ("Agreement") is made on or as of the 22 day of April, ~~2020~~ 2021 (the "Effective Date"), by **SPIRIT MASTER FUNDING X, LLC**, a Delaware limited liability company ("Owner"), and the **CITY OF CHICAGO**, an Illinois municipal corporation (the "City"), by and through its Department of Transportation ("CDOT"), having its principal offices at 30 North LaSalle Street, 5th Floor, Chicago, Illinois 60602. The City and Owner together shall be collectively referred to herein from time to time as the "Parties" and individually as a "Party". CSH

RECITALS

WHEREAS, the Owner is the title holder of certain real property located at 2230 North Dominick Street, Chicago, Illinois ("Property"), legally described on **Exhibit A**, attached hereto and made a part hereof; and

WHEREAS, the City is planning a bridge improvement project along Webster Avenue (the "Webster Avenue Bridge Improvement Project") which includes the repair of retaining walls and replacement of enclosure walls that are along the perimeter of the right-of-way at the Webster Avenue side of the Property; and

WHEREAS, as part of the Webster Avenue Bridge Improvement Project, the City requires a ten (10) foot temporary construction easement over a portion of the Property.

NOW, THEREFORE, in consideration of the foregoing recitals which are hereby incorporated as if the same were fully stated herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Owner hereby grants to the City a ten (10) foot non-exclusive temporary construction easement over a portion of the Property, as depicted on **Exhibit B** attached hereto and made a part hereof ("Access Area"), in connection with the City's construction of the Webster Avenue Bridge Improvement Project.

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2. The rights conveyed in this Agreement shall terminate upon the date that is one (1) year after the Effective Date, provided, however, that the City shall have the one-time right to extend the term of this Agreement for an additional one (1) year period by delivering written notice of such extension to Owner no later than the date that is thirty (30) days prior to the then scheduled termination date of this Agreement. In no event shall the term of this Agreement extend beyond the date that is two (2) years after the Effective Date.
3. The Owner retains the right to use the Access Area provided that the Owner does not construct any permanent structure on the Access Area or otherwise unreasonably interfere with the City's use of the Access Area and adjacent public right-of-way.
4. Except as expressly granted herein, the Owner retains all rights of ownership of the Access Area on the Property.
5. The Parties understand and agree that the City shall have the right to remove any structure or improvement on the Access Area that unreasonably interferes with the City's access rights granted herein. The City shall return the Access Area to a similar condition that it was prior to the Webster Avenue Bridge Improvement Project construction activities. Prior to the commencement of any construction on the Access Area, the City shall, at its sole cost and expense, install a fence to separate the Access Area from the Property, and shall at all times during the term of this Agreement maintain such fence in good working order. The City shall provide to Owner and Owner's tenant at least five business days' prior written notice of any possible loss of access to/from the Property to/from public rights of way via Dominick Street, and in the event construction of the Webster Avenue Bridge Improvement Project requires the restriction or prohibition of access to/from the Property to /from public rights of way via Dominick Street, the City shall use its best efforts to minimize the duration of such restriction or prohibited access to/from Dominick Street.
6. The City shall indemnify, defend and hold Owner and the Owner's tenant, and their respective officers, directors, managers, members, employees, agents, invitees and licensees, harmless from any and all claims for damage to person or property arising out of the City's use of the Access Area, except to the extent that any such claims arise from the gross negligence or intentional conduct of the Owner or its tenant or their respective officers, directors, employees, agents, independent contractors, invitees, or licensees.
7. This Agreement represents the entire agreement between the City and the Owner. No amendment to this Agreement shall be valid or effective unless it is made in writing and executed by the City and the Owner.
8. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
9. All provisions of this Agreement, including the benefits and burdens, shall run with the land and are binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in or to any portion of the Access Area on the Property.

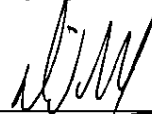
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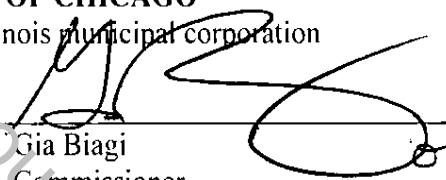
IN WITNESS WHEREOF, the party has caused this Agreement to be duly executed as of the date first written above.

SPIRIT MASTER FUNDING X, LLC,
a Delaware limited liability company

By: Spirit SPE Manager, LLC, a Delaware limited liability company, its Manager

By: 
Name: Daniel Rosenberg
Title: SVP and Deputy Head of Asset Mgmt.

CITY OF CHICAGO
An Illinois municipal corporation

By: 
Gia Biagi
Commissioner
Department of Transportation

Property of COOK COUNTY Clerk's Office

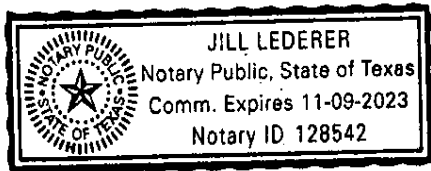
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STATE OF TEXAS)

)ss.

COUNTY OF DALLAS)

Before me, the undersigned Notary Public, on this 22 day of April, ~~2020~~²⁰²¹, personally appeared Daniel Rosenberg, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the ~~SV~~^{JVP and Deputy} ~~Head of Asset Mgmt.~~ of Spirit SPE Manager, LLC, a Delaware limited liability company, the Manager of SPIRIT MASTER FUNDING X, LLC, a Delaware limited liability company, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said limited liability company.



Jill Lederer

Notary Public

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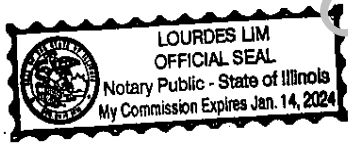
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STATE OF ILLINOIS)

)ss.

COUNTY OF Cook)

Before me, the undersigned Notary Public, on this 13th day of April, ~~2020~~, ²⁰²¹ _{CSH},
 personally appeared Gia Biagi, known to me to be the person whose name is subscribed to the
 foregoing instrument, and known to me to be the Commission^{er} of the Department of
 Transportation for the of CITY OF CHICAGO, an Illinois municipal corporation, and
 acknowledged to me that he executed said instrument for the purposes and consideration therein
 expressed, and as the act of said municipal corporation.



Lourdes Lim

Notary Public

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EXHIBIT A Property Legal Description

PARCEL 1:

THAT PART OF LOTS 49, 50, 51, 52 AND 53, TAKEN AS A TRACT, IN BLOCK 4 IN NICKERSONS ADDITION TO CHICAGO, A SUBDIVISION OF THE WEST 1/2 OF BLOCK 15 AND SUB-BLOCK 5 OF THE EAST 1/2 OF SAID BLOCK 15 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH THE RESUBDIVISION OF LOTS 28, 29 AND 30 IN SAID NICKERSON'S SUBDIVISION RECORDED AUGUST 19, 1872 AS DOCUMENT 50549, ALL BEING IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 53; THENCE SOUTH 45 DEGREES 34 MINUTES 50 SECONDS EAST, (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY) ALONG THE NORTHEASTERLY LINE OF LOT 53, 154.39 FEET; THENCE SOUTH 44 DEGREES 25 MINUTES 10 SECONDS WEST AND PERPENDICULAR TO THE LAST DESCRIBED COURSE, 152.00 FEET; THENCE SOUTH 25 DEGREES 39 MINUTES 30 SECONDS WEST, 6.97 FEET; THENCE SOUTH 64 DEGREES 59 MINUTES 49 SECONDS WEST, 58.32 FEET TO THE INTERSECTION WITH A LINE PARALLEL WITH AND 17.00 FEET, MEASURED PERPENDICULAR, NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF LOTS 52 AND 53 (SAID LINE BEING ALSO THE SOUTHWESTERLY LINE OF TRACT); THENCE NORTH 25 DEGREES 02 MINUTES 01 SECONDS WEST ALONG AFORESAID PARALLEL LINE AND 17.00 FEET, MEASURED PERPENDICULAR, NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF LOTS 52 AND 53 (SAID LINE BEING ALSO THE SOUTHWESTERLY LINE OF TRACT), 145.38 FEET, TO THE INTERSECTION WITH THE NORTHWESTERLY LINE OF LOT 53; THENCE NORTH 44 DEGREES 25 MINUTES 10 SECONDS EAST ALONG AFORESAID NORTHWESTERLY LINE OF LOT 53, 162.18 FEET, TO THE POINT OF BEGINNING.

PARCEL 2:

LOTS 49, 50, 51, 52 AND 53 IN BLOCK 4 IN NICKERSONS ADDITION TO CHICAGO, A SUBDIVISION OF THE WEST 1/2 OF BLOCK 15 AND SUB-BLOCK 5 OF THE EAST 1/2 OF SAID BLOCK 15 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH THE RESUBDIVISION OF LOTS 28, 29 AND 30 IN SAID NICKERSON'S SUBDIVISION RECORDED AUGUST 19, 1872 AS DOCUMENT 50549, ALL BEING IN COOK COUNTY, ILLINOIS,

(EXCEPT THAT PART DESCRIBED AS FOLLOWS):

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 53; THENCE SOUTH 45 DEGREES 34 MINUTES 50 SECONDS EAST, (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY) ALONG THE NORTHEASTERLY LINE OF LOT 53, 154.39 FEET; THENCE SOUTH 44 DEGREES 25 MINUTES 10 SECONDS WEST AND PERPENDICULAR TO THE LAST DESCRIBED COURSE, 152.00 FEET; THENCE SOUTH 25 DEGREES 39 MINUTES 30 SECONDS WEST, 6.97 FEET; THENCE SOUTH 64 DEGREES 59 MINUTES 49 SECONDS WEST, 58.32 FEET TO THE INTERSECTION WITH A LINE PARALLEL WITH AND 17.00 FEET, MEASURED PERPENDICULAR, NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF LOTS 52 AND 53 (SAID LINE BEING ALSO THE SOUTHWESTERLY LINE OF TRACT); THENCE NORTH 25 DEGREES 02 MINUTES 01 SECONDS WEST ALONG AFORESAID PARALLEL LINE AND 17.00 FEET, MEASURED PERPENDICULAR, NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF LOTS 52 AND 53 (SAID LINE BEING ALSO THE SOUTHWESTERLY LINE OF TRACT), 145.38 FEET, TO THE INTERSECTION WITH THE NORTHWESTERLY LINE OF LOT 53;

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**THENCE NORTH 44 DEGREES 25 MINUTES 10 SECONDS EAST ALONG AFORESAID
NORTHWESTERLY LINE OF LOT 53, 162.18 FEET, TO THE POINT OF BEGINNING.**

Permanent Real Estate Index Number(s): 14-32-107-056-0000 Vol. 492, 14-32-107-057-0000 Vol. 492

Address of Real Estate: 2230 North Dominick Street, Chicago, IL 60614

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EXHIBIT B

Access Area Description and Depiction

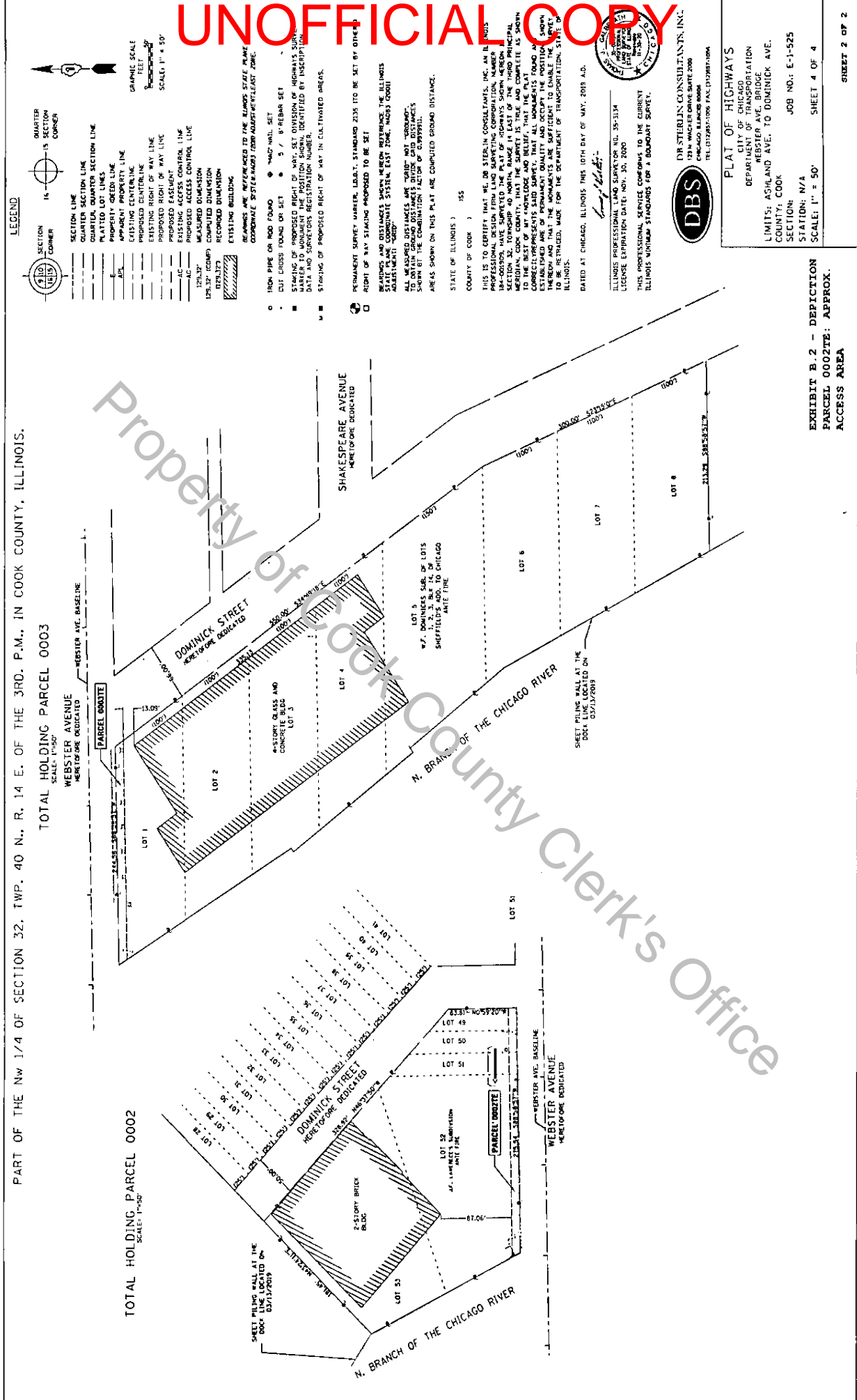
Beginning at the intersection of the west right of way line of Dominick Street as monumented and occupied, and the north right of way line of Webster Avenue as monumented and occupied; thence South 88 degrees 58 minutes 57 seconds West along said north right of way line, 273.74 feet a steel piling wall at the easterly edge of water of the North Branch of the Chicago River; thence North 26 degrees 09 minutes 17 seconds West, 11.05 feet; thence North 88 degrees 58 minutes 57 seconds East, 280.23 feet to said west right of way line; thence South 00 degrees 59 minutes 20 seconds East, along said west right of way line, 10.00 feet to the point of beginning.

Said parcel contains 0.064 acres, more or less.

Depiction of the approximate Access Area is attached.

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PART OF THE NW 1/4 OF SECTION 32, TWP. 40 N., R. 14 E. OF THE 3RD. P.M., IN COOK COUNTY, ILLINOIS.

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