



LIBRARY TOWER CONDOMINIUM ASSOCIATION

ELECTRIC VEHICLE CHARGING STATION
INSTALLATION & MAINTENANCE AGREEMENT

THIS AGREEMENT is being made by and between the Library Tower Condominium Association (the "Association") and Jeffrey Peters, the Owner of Unit 1626 on behalf of themselves and their assigns and successors in title or interest (collectively, the "Owner") of Parking Space 214 ("Parking Space") legally described in Exhibit "A", located at 520 S. State Street, Chicago, Illinois 60605.

WHEREAS, pursuant to a Declaration of Condominium Ownership for Library Tower Condominium (the "Declaration") which was recorded with the Cook County Recorder of Deeds as Document No. 0812949046, the Association is the governing body charged with the administration of certain condominium property situated in Chicago, Illinois and commonly referred to as the Library Tower Condominium Association (the "Condominium"); and

WHEREAS, the Declaration provides that no alterations, additions or improvements shall be made by a unit owner to any part of the Common Elements (including the Limited Common Elements) without the prior consent of the Board of Managers ("Board") of the Association, and imposes certain conditions upon a unit owner in the event the Board approves such a request; and

WHEREAS, the Owner desires to install an electric vehicle charging station in a certain portion of the Common Elements of the Condominium adjacent to the Parking Space, and to make additional alterations of the Common Elements of the Condominium to accommodate the electric vehicle charging station in order to permit Owner to charge an electric vehicle, and the Owner has requested the Association's approval to perform such work, and such work is described as the "Electric Vehicle Charging Station Improvement," for the Owner's use and benefit, and the Association is agreeable to permitting such Electric Vehicle Charging Station Improvement; and

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the Association and Owner agree as follows:

1. Incorporation of Recitals. The recitals set forth above are fully incorporated into this Agreement, which shall be construed in light thereof.

2. Grant of Approval. The Board does hereby consent to Owner's request to perform the Electric Vehicle Charging Station Improvement, upon the terms and conditions set forth herein.

Prepared By and Mailed to:
KOVITZ STEINBERG
175 N. ARCHER AVE.

Mundelein, IL 60060

Doc# 2216422032 Fee \$109.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 06/13/2022 12:43 PM PG: 1 OF 11

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3. Electric Vehicle Charging Station Improvement.

(a) Prior to the commencement of the Electric Vehicle Charging Station Improvement, Owner shall furnish to the Association, at Owner's sole cost and expense, the following:

- (i) An opinion of a licensed architect/engineer stating that the Electric Vehicle Charging Station Improvement will not cause any structural impairment nor interfere with any utility systems of the Association, which opinion must be confirmed by Association's architect/engineer;
- (ii) A schedule of all work to be performed;
- (iii) The names and addresses of all contractors, subcontractors and material suppliers performing the Electric Vehicle Charging Station Improvement, each of whom shall be subject to the Board's prior approval, which approval shall not be unreasonably denied;
- (iv) The general contractor's sworn statement;
- (v) Copies of all contracts relating to the performance of the Electric Vehicle Charging Station Improvement;
- (vi) Copies of all licenses and permits (including building permits) required in connection with the Electric Vehicle Charging Station Improvement; and
- (vii) Certificates of insurance for the insurance policy required to be maintained by Owner under this Agreement.

(b) The Electric Vehicle Charging Station Improvement shall be subject to the terms and conditions of this Agreement, and in conformity with the following:

- (i) The Owner agrees, at its sole cost and expense, to have the Electric Vehicle Charging Station Improvement performed in strict accordance with the Drawings, Plans, and Specifications provided to and approved by the Board (copies of which are attached hereto as Exhibit "B") and in a proper workmanlike manner and subject to periodic and final inspection by the Board;
- (ii) The Owner shall comply with all Federal, State, and local laws and regulations, and with the Association's Declaration and Rules and Regulations, relating to the Electric Vehicle Charging Station Improvement;
- (iii) The Owner shall obtain and display a building permit, if required by applicable law, for the Electric Vehicle Charging Station Improvement, and shall promptly provide the Board with copies of periodic and final waivers and mechanics' and materialmen's liens related to the Electric Vehicle Charging Station Improvement;
- (iv) The Owner agrees to complete the Electric Vehicle Charging Station Improvement within one hundred twenty (120) days after Owner's issuance of written notice to the Board of commencement of the Electric Vehicle Charging Station Improvement and, if Owners fail to so complete the Electric Vehicle Charging Station Improvement, shall upon notice from the Board, at Owners' sole cost and expense, promptly restore the affected Common Elements to the condition existing immediately prior to the date of this Agreement;

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- (v) Owner agrees that the work to install the Electric Vehicle Charging Station Improvement shall only be performed on days and hours permitted by the Association's policies and rules and regulations; and
- (vi) No construction equipment or materials are to be stored in any of the Common Elements of the Association, without the prior written consent of the Board.
- (vii) The completed Electric Vehicle Charging Station Improvement shall be subject to inspection and approval by the Board of Managers and its engineer/agents, and any deficiencies shall be promptly corrected by Owner at Owner's sole cost and expense within thirty (30) days of written notice to Owner.
- (viii) Owner shall not use any Common Element electric source, other than that which is part of the Electric Vehicle Charging Improvement, to charge an electric vehicle.

4. Separate Electric Meter. Owner shall, at its sole cost and expense, cause an electric meter to be installed in accordance with the plans and specifications attached hereto as "Exhibit" B," and electric consumption for the electric vehicle charger shall be measured by said meter and shall be billed to and paid by Owner. If said separate meter can not be installed within ten (10) days of the completion of all other components of the Electric Vehicle Charging Station Improvement, Owner shall provide a \$0.00 deposit to Association and electric consumption to charge Owner's electric vehicle during such period shall be equitably determined by the Association and deducted from said deposit. Any surplus in said deposit shall be refunded to Owner, and any shortfall shall be paid by Owner within ten (10) days of written notice from the Association.

5. Maintenance, Repair, Replacement. The Owner hereby expressly agrees to assume full and complete responsibility for any and all maintenance, repair, replacement, preservation and restoration relating to the Electric Vehicle Charging Station Improvement. If any maintenance, repair, or replacement of the Common Elements for which the Association is responsible requires the removal of the Electric Vehicle Charging Station Improvement or any portion thereof, Owner shall perform such removal and re-installation at Owner's sole cost and expense, upon written notice from the Association. Alternatively, the Association may perform such maintenance, repair and replacement, removal and/or re-installation and charge the cost thereof to Owner, if Owner fails or refuses to perform such maintenance, repair and replacement, removal and/or re-installation within thirty (30) days' of written notice from the Association. Owner shall also be responsible for any additional Association administrative costs or costs of maintenance, repair, or replacement of the Common Elements resulting from the Electric Vehicle Charging Station Improvement.

6. Indemnification. The Owner agrees to fully and completely defend, hold harmless and indemnify the Association, its Board of Managers, its members, its agents, its representatives, and its employees from and against any and all claims, liabilities, judgments, costs or expenses of any kind whatsoever (including, but not limited to, reasonable professional and attorneys' fees), and hereby agrees not to sue and waives and releases any claims against the foregoing parties, which arise from or are in any way related to the installation, insurance, maintenance, repair, replacement, restoration or reversal of the Electric Vehicle Charging Station Improvement.

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7. Insurance. The Owner, and each and every contractor and subcontractor working on the Electric Vehicle Charging Station Improvement, shall procure and shall maintain, general liability insurance in the minimum amount of \$1,000,000.00. Any such insurance policy shall name the Association, its Board of Managers, its members, its agents, its representatives, and its employees as additional insured and shall be primary and non-contributory to any other insurance available to said additional insured. Owner shall provide evidence of insurance coverage to the Association by providing copies of such policies (and the endorsement page of the policies of insurance). Owner shall pay to the Association from time to time the additional cost of insurance, if any, as a result of the Electric Vehicle Charging Station improvement.

8. Restoration. The Owner agrees that upon termination of this Agreement, at the Association's request Owner shall promptly at Owner's sole cost and expense remove the Electric Vehicle Charging Station Improvement and restore the Common Elements to the conditions existing immediately prior to the date of this Agreement. If Owner fails to restore the Common Elements, then the Association shall have the right, but not the obligation to perform such work and the Owner hereby agrees to be liable for any and all costs and expenses of such work (including but not limited to, professional and attorneys' fees) which expense shall also become a lien against the Unit.

9. Costs/Expenses, Professional and Attorney's Fees. Owner shall reimburse the Association the amount of its costs and expenses (including, but not limited to, professional and attorneys' fees), which shall also become a lien against the Unit, incurred in connection with the review and approval of the Owner's request to make the Electric Vehicle Charging Station Improvement and for the preparation of this Agreement. If either party resorts to litigation to enforce the terms of this Agreement, then the prevailing party shall be entitled to recover its costs and attorney's fees from the losing party. The parties agree that this Agreement may be enforced by specific performance or injunctive relief, as well as any other remedy available at law or equity.

10. Subsequent Owner. This Agreement shall be binding upon the undersigned and their successors, assigns, heirs and devisees, including but not limited to, any successor owner or owners of the Unit.

11. Notices. Notices shall be given in writing and sent to the parties at the addresses indicated below, as may be changed from time to time by written designation pursuant to this paragraph. Notices shall be deemed served immediately upon personal delivery or on the second business day following deposit in the U.S. certified or registered mail, return receipt requested with proper postage prepaid.

12. Termination. This Agreement is subject to termination upon the earliest of the following events:

(a) If the Owner fails to perform any maintenance, repair, replacement, preservation or restoration of the Electric Vehicle Charging Station Improvement, or to maintain proper

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insurance coverage, or to carry out any of Owner's obligations under this Agreement, and fails to correct such default within ten (10) days after written notice from the Association to do so (or immediately upon demand in cases of emergency), then (i) the Association shall have the right, but not the obligation to perform any and all such work required to be performed by Owner and the Owner hereby agrees to be liable for any and all costs and expenses of such work (including but not limited to, professional and attorneys' fees) which expense shall also become a lien against the Unit or (ii) the Association may, in its sole discretion terminate this Agreement upon one hundred eighty (180) days written notice to Owner.

(b) If the separate electric meter described in Paragraph 4 hereof is not installed within ten (10) days of the completion of all other components of the Electric Vehicle Charging Station Improvements.

(c) Either party may, at any time, terminate this Agreement upon thirty (30) days written notice to the other party.

13. Miscellaneous. Time is of the essence of this Agreement. The Board of Managers of the Association is entering into this Agreement as agents of the Owners and the Association and shall have no personal liability hereunder. Owner has had the opportunity to consult with independent legal counsel of his/her own choosing and has fully read and understands the implications of the Agreement and the covenants and obligations of each party hereunder. This Agreement constitutes the entire agreement of the parties, shall be governed by the laws of the State of Illinois (except its choice of laws principles), and can only be amended by a written instrument executed by both parties and recorded with the Cook County Recorder of Deeds. This Agreement itself shall be recorded with the Cook County Recorder of Deeds for the benefit of the parties, and at the expense of the Owner.

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SIGNATURE PAGE FOLLOWS

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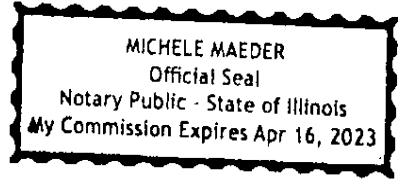
IN WITNESS OF THE FOREGOING, the Association and the Owner have executed this Agreement as of the 12 day of May, 2022.

LIBRARY TOWER CONDOMINIUM ASSOCIATION

BY: [Signature]
Its President

This instrument was acknowledged before me on May 12, 2022 by EDWARD HO as President of the Library Tower Condominium Association.

[Signature]
Notary Public Signature



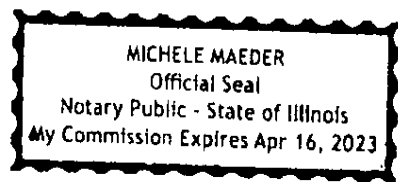
OWNER of UNIT 1626 :

Jeffrey Peters (name)

BY: [Signature] (signature)

This instrument was acknowledged before me on MAY 12, 2022 by Jeffrey Peters Owner of Unit 1626 in the Association.

[Signature]
Notary Public Signature



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1: DWELLING UNIT 1626 IN LIBRARY TOWER CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR LIBRARY TOWER CONDOMINIUM, RECORDED MAY 8, 2008 IN COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 0812949046, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2: THE RIGHT TO THE USE OF GARAGE SPACE 214, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE AFORESAID DECLARATION.

Permanent Index Number(s): 17-16-247-067-1173

Property: 520 South State Street, Unit 1626, Chicago, Illinois 60605

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EXHIBIT "B" **DRAWINGS, PLANS, AND SPECIFICATIONS**

SEE ATTACHED

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

Property of Cook County Clerk's Office

UNOFFICIAL COPY PROPOSAL



Date: April 28, 2022

We hereby propose to furnish all labor and materials for the following electrical installation;

1. Install a new power feed from spare existing meter socket, add new snap-in type Eaton BR breaker
2. Install approx. 270' of EMT conduit to parking space 214
3. Install a NEMA10/30 receptacle, 30A breaker and #6 THHN wire
4. Install all required grounding
5. Fire caulk all penetrations thru floors and walls

OPTIONAL:


- (a) Upgrade to a NEMA14/50 charging receptacle w/#4 wire in 1" conduit
- Install a Tesla cable organizer

ADD \$700
~~ADD \$95~~

NOT INCLUDED:

- a. Permit fees

We propose to complete the following electrical installations for the sum of **\$5800.00** to be performed at Peters residence at Library Tower Condominiums 520 S. State Street Chicago, IL 60605 valid for 90 days, terms; due upon completion

SIGN 
 PRINT Jeffrey Peters
 DATE May 10, 2022

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WOLFORD

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AFFIDAVIT FOR CLERK'S LABELING OF SIGNATURES AS COPIES

REQUEST TO RECORD PHOTOCOPIED DOCUMENTS PURSUANT TO §55 ILCS 5/3-5013

I, Valerie Jacobs, being duly sworn, state that I have access to the copies of the attached
(print name above)

document(s), for which I am listing the type(s) of document(s) below:

Library Tower Condominium Association

(print document types on the above line)

which were originally executed by the following parties whose names are listed below:

Library Tower Condominium Association

(print name(s) of executor/grantor)

Jeffrey Peters

(print name(s) of executor/grantee)

for which my relationship to the document(s) is/are as follows: (example - Title Company, Agent, Attorney, etc.)

Attorneys for Library Tower Condominium Association

(print your relationship to the document(s) on the above line)

OATH REGARDING ORIGINAL

I state under oath that the original of this document is now LOST or NOT IN POSSESSION of the party seeking to now record the same. Furthermore, to the best of my knowledge, the original document was NOT INTENTIONALLY destroyed, or in any manner DISPOSED OF for the purpose of introducing this photo to be recorded in place of original version of this document. Finally, I, the Affiant, swear I have personal knowledge that the foregoing oath statement contained therein is both true and accurate.

Affiant's Signature Above

6/13/2022

Date Affidavit Executed/Signed

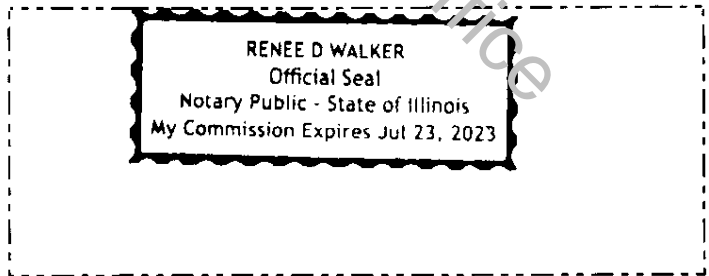
THE BELOW SECTION IS TO BE COMPLETED BY THE NOTARY THIS AFFIDAVIT WAS SUBSCRIBED AND SWORN TO BEFORE

June 13, 2022

Date Document Subscribed & Sworn Before Me

Renee D. Walker

Signature of Notary Public



SPECIAL NOTE: This is a courtesy form from the Cook County Clerk's Office, and while a similar affidavit is necessary for photocopied documents, you may use your own document so long as it includes substantially the same information as included in the above document. Additionally, any customer seeking to record a facsimile or other photographic or photostatic copy of a signature of parties who had executed such a document has the option to include this Affidavit in the recording, at their own expense if such expense is incurred, as an "EXHIBIT" and NOT the coverage. However, this affidavit is NOT required to be recorded, only presented to the Clerk's Office as the necessary proof required before the recorder may record such a document. Finally, the recorded document WILL be stamped/labeled as a copy by the Clerk's Office prior to its recording.