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Cook County Recorder 39.50



COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
MARKHAM OFFICE

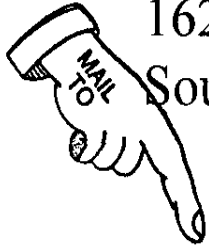
AGREEMENT

This document prepared by:

J. David Dillner

Hiskes, Dillner, O'Donnell, Marovich
& Lapp, Ltd.

16231 Wausau Avenue
South Holland, IL 60473



Return recorded document to:

J. David Dillner

Hiskes, Dillner, O'Donnell, Marovich
& Lapp, Ltd.

16231 Wausau Avenue
South Holland, IL 60473

the Alley. The foregoing restrictions shall remain in full force and effect for so long as a Walgreens store or other commercial use is in operation on Parcel 1.

The improvements to be installed by the Developer as provided herein shall be constructed in compliance with all State, Federal, County and Calumet City laws and ordinances in effect on the date of this Agreement.

The Developer shall give notice to the City of any transfer or assignment of ownership interest in the Property, including the beneficial interest under a land trust. Any such transferee shall be required to indicate its acceptance, in writing of the terms and conditions of the Maintenance Agreement as a covenant running with the land and acceptance of the terms and conditions of the guaranty. After said acceptance, Aetna Development Corporation shall be released from this Maintenance Agreement and the Guaranty.

This Agreement shall be recorded in the Office of the Recorder of Deeds of Cook County at the expense of the Developer.

This Agreement shall be binding upon, and shall inure to the benefit of, Trustee, Developer and Calumet City and their successors and assigns.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee, are nevertheless, each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by said Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only the trust property held by said Trustee, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or responsibility is assumed by nor shall at any time be asserted or enforceable against Amalgamated Bank of Chicago on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all of such personal liability, if any, being expressly waived and released.

Amalgamated Bank of Chicago, as Trustee
under a Trust Agreement dated July 31, 2000
and known as Trust No. 5883

By: John J. Malone

Attest: Dennard Massey

UNOFFICIAL COPY**MAINTENANCE AGREEMENT**

THIS MAINTENANCE AGREEMENT (the "Agreement") is made and entered into as of this 26th day of July, 2001 between Amalgamated Bank of Chicago, as Trustee under a Trust Agreement dated July 31, 2000 and known as Trust No. 5885 ("Trustee"), Aetna Development Corporation, an Illinois corporation ("Developer") and the City of Calumet City, a municipal corporation located in Cook County, Illinois ("Calumet City").

WITNESSETH:

WHEREAS, Trustee is the owner of that certain real property legally described on Exhibit A attached hereto and made a part hereof ("Parcel 1"); and

WHEREAS, Calumet City is the owner of a north-south 16-foot public alley in Block 1 in Ford Calumet Terrace Subdivision which is immediately west and adjacent to Parcel 1 as described in Exhibit B ("Alley"); and

WHEREAS, Developer intends to construct on Parcel 1 a new Walgreens store as set forth in the Site Plan ("Project") as attached hereto as Exhibit C; and

WHEREAS, Developer and Calumet City are concerned for the safety and property of those citizens of Calumet City whose residences are immediately west and adjacent to the Alley; and

WHEREAS, Developer desires to impose restrictions upon Parcel 1.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Developer and Calumet City hereby declare and impose, as restrictions that are binding upon, and run with, Parcel 1 and the Alley, the following restrictions:

The parties to the Agreement agree that (a) Developer shall, at Developer's expense, erect a fence on the westerly boundary of the Alley, (b) the design of such fence will be reasonably agreeable with Calumet City and Developer, (c) such fence will have a gate in it for each of the residences immediately west and adjacent to the Alley, (d) Developer will repave the Alley, (e) Developer will maintain the Alley and plow the snow that accumulates in the Alley in the wintertime and (f) Calumet City will not vacate

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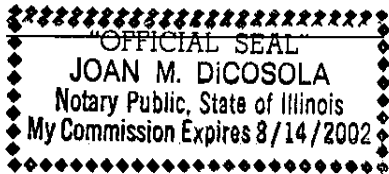
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John Malone, personally known to me to be the Vice President of the Amalgamated Bank of Chicago and Donna M. Casey, personally known to me to be the Vice President Secretary of said Bank, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that such Vice President and Vice President Secretary they signed and delivered the said instrument and caused the corporate seal of said Bank to be affixed thereto, pursuant to authority given by the Bank, as their free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2nd day of August, 2001.

Joan M. DiCisola
Notary Public

My commission expires:



AETNA DEVELOPMENT CORPORATION

By: George D. Hanus
George D. Hanus, President

Attest: Dorothy A. Kubiak
DOROTHY A. KUBIAK, SECRETARY

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 George D. Hanus, personally known to me to be the President of the Aetna Development Corporation, an Illinois corporation, and _____

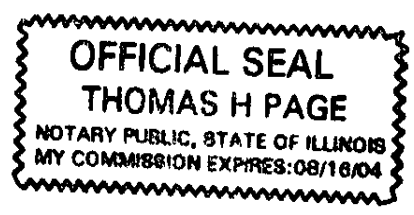
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Dorothy A. Kubrak, personally known to me to be the _____ Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that as such President and _____ Secretary they signed and delivered the said instrument and caused the corporate seal of said Bank to be affixed thereto, pursuant to authority given by Board of Directors, as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of August, 2001.

Thomas H Page
Notary Public

My commission expires:



CITY OF CALUMET CITY

By: [Signature]
Mayor

Attest: [Signature]
City Clerk

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 Jerry P. Genova, personally known to me to be the Mayor of the City of Calumet, an Illinois Municipal Corporation, and Michelle Markiewicz Qualkinbush personally known to me to be the Village Clerk of said Village, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that such Mayor and Village Clerk they signed and delivered the said instrument and caused the corporate seal of said Village to be affixed thereto, pursuant to authority given by the Board of Trustees

of said Village, as their free and voluntary act, and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26th day of July, 2001.

Roseann Bonato

Notary Public

My commission expires:

9-12-2003



CONSENT:

WALGREEN CO.

By: [Signature]

CM

Property of Cook County Clerk's Office

EXHIBIT A

LOTS 17-27 (EXCEPT THE EAST 5 FEET OF SAID LOTS) IN BLOCK 1 IN FORD CALUMET TERRACE SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

Permanent Index Number(s): 29-12-407-025-0000 through and including 29-12-407-035-0000

Property of Cook County Clerk's Office

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EXHIBIT B

THE NORTH-SOUTH 16 FOOT PUBLIC ALLEY WEST AND ADJACENT TO LOTS 17-34 (EXCEPT THE EAST 5 FEET OF SAID LOTS) IN BLOCK 1 IN FORD CALUMET TERRACE SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

Permanent Index Number(s): 29-12-407-018-0000 through and including 29-12-407-035-0000

Property of Cook County Clerk's Office

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GUARANTY

This is a contract of guaranty by AETNA DEVELOPMENT CORPORATION, an Illinois corporation ("Guarantor") to the CITY OF CALUMET CITY, an Illinois municipal corporation ("Obligee") of the performance of the terms and conditions contained in this Maintenance Agreement.

The Guarantor is presently the Developer of the Project and is responsible for the construction and future maintenance of the improvements as described in the Maintenance Agreement and is an affiliate of Amalgamated Bank of Chicago, as Trustee under a Trustee Agreement dated July 31, 2000 and known as Trust No. 5883 which holds title to the real property as described in Exhibit A to the Maintenance Agreement.

In consideration of Ten and 00/100 (\$10.00) Dollars and other valuable consideration, the Guarantor guarantees to Obligee performance of all of the terms and conditions contained in said Maintenance Agreement.

The Guarantor shall give notice to the City of any transfer or assignment of ownership interest in the Property, including the beneficial interest under a land trust. Any such transferee shall be required to indicate its acceptance, in writing of the terms and conditions of the Maintenance Agreement as a covenant running with the land and acceptance of the terms and conditions of this guaranty. After said acceptance, Aetna Development Corporation shall be released from this guaranty.

Dated: July 26, 2001

AETNA DEVELOPMENT CORPORATION

By: [Signature]

George D. Husus, President

Attest: [Signature]

DOROTHY A. ROBIAK, SECRETARY

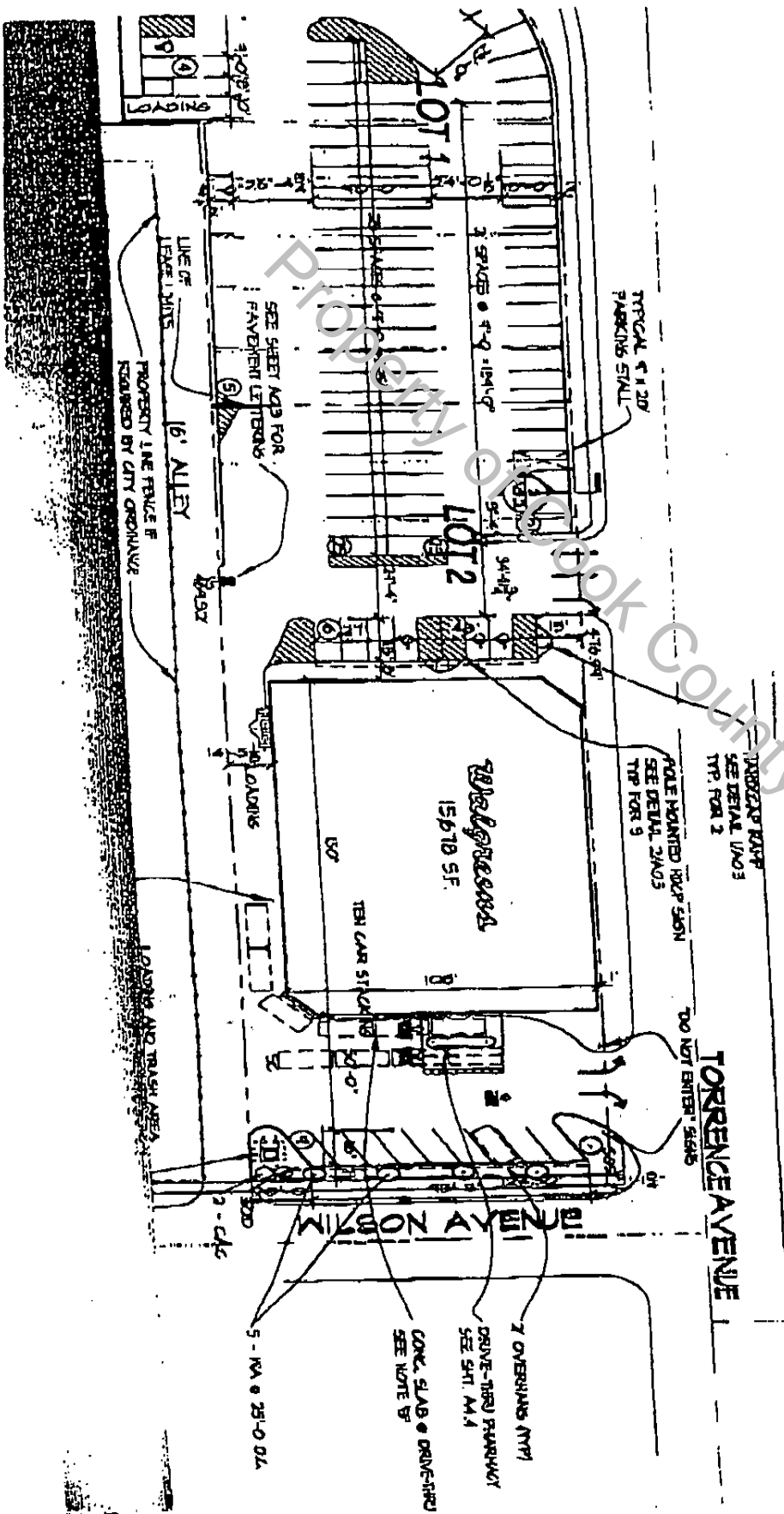
STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that George D. Husus personally known to me to be the President of the Aetna Development Corporation, an Illinois corporation, and Dorothy A. Kuback personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that such President and Secretary they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors, as their free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of August, 2001.

[Signature]
Notary Public





TORRENCE AVENUE

WILSON AVENUE