Doc#: 1134310049 Fee: \$74.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 12/09/2011 12:50 PM Pg: 1 of 20

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Edwards Wildman Palmer LLP 225 West Wacker Drive, Suite 2800 Chicago, Illinois 60606 Attn.: Jeffrey P. Gray

(Space above this line for recorder's use only)

DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

by and between

MCCOOK PROPERTIES JAC an Illinois limited liability compara

and

750 OFFICO SAFEGUARD PROPERTIES LLC, a Louisiana limited liability company

Date: December 7, 2011

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## **UNOFFICIAL COPY**

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THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS is dated as of December 7, 2011 (this "<u>Declaration</u>"), and is by and between **SAFEGUARD PROPERTIES LLC**, a Louisiana limited liability company ("<u>Lot 1 Owner</u>"), and **MCCOOK PROPERTIES LLC**, an Delaware limited liability company ("<u>Lot 2 Owner</u>") (Lot 2 Owner and Lot 1 Owner are sometimes referred to herein collectively as the "<u>Parties</u>" and individually as a "<u>Party</u>").

#### **RECITALS:**

- A. Lot 1 Owner is the owner of certain real property and improvements located in the Village of McCook (the "Village"), County of Cook, State of Illinois legally described in attached Exhibit A (the "Lot 1 Parcel").
- B. Let 2 Owner is the owner of a lot located adjacent to the Lot 1 Parcel legally described in attached Exhibit B (the "Lot 2 Parcel").
- C. Immediately prior to the execution of this Declaration, Lot 2 Owner has conveyed the Lot 1 Parcel to Lot 1 Owner and this Declaration is being executed as a condition to Lot 2 Owner's conveyance and Lot 1 Owner's acquisition of the Lot 1 Parcel.
- D. The Parties have determined that it is in their mutual best interest to ensure that, to the extent set forth in this Declaration, the Lot 2 Parcel and Lot 1 Parcel (each sometimes hereafter referred to as a "Parcel" or the Parcels") for access, ingress and egress purposes are to be operated, developed and used as an integrated development (the "Development") allowing for unrestricted access, ingress and egress over the Cross Easement Area, as defined below).

NOW, THEREFORE, in consideration of any foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby declare and agree as follows:

#### 1. Easements.

- (a) For the purposes of this Declaration, the term 'Common Area" under this Declaration shall mean and be limited to the following (i) prior to the redevelopment of the Lot 2 Parcel, the surface of the accessways and driveways that are located upon the Lot 2 Parcel and which presently provide access to the Lot 1 Parcel, as shown on the current survey of the Lot 2 Parcel dated December 6, 2011, prepared by Haeger Engineering LLC and certified by Jeffrey W. Glunt, Illinois Professional Land Surveyor No. 035-3695, under Job No. 11-133A2, a copy of which survey is attached hereto as Exhibit C-1, and (ii) from and after the redevelopment of the Lot 2 Parcel, the surface of the areas depicted as "Cross Access Easement" as shown on the site plan attached hereto as Exhibit C-2 (the "Site Plan").
- (b) Lot 1 Owner and Lot 2 Owner hereby reserve, grant and convey to each other and their respective successors and assigns a perpetual, non-exclusive and irrevocable easement over and across the Common Area, for the limited purpose of providing vehicular cross-access, ingress, and egress to, from and between the Parcels and the adjacent public rights-of-way known as Vernon Avenue and (upon completion 47th Street Access, as defined below) 47th Street (the "Cross Access Easement"). The Cross Access Easement shall be for the mutual

use and benefit of the Parcels and the Lot 2 Owners, tenants and occupants thereof and their respective licensees, customers, invitees, permittees, tenants, subtenants, mortgagees, heirs, successors and assigns (collectively, the "Permittees").

- (c) Neither Party shall grant the right to use the Cross Access Easement to the Lot 2 Owners, tenants, subtenants, occupants, licensees, permittees, customers, invitees or mortgagees of any property or parcel other than the Parcels.
- (d) Neither Party nor its respective Permittees shall have any easement or other right to use the portion of the Cross Access Easement that is located on the Other Party's Parcel for any purpose other than vehicular cross-access, ingress and egress to from and between the Parcels and Vernon Avenue and (upon completion 47th Street Access, as defined below) 47th Street. Without limitation, the Permittees of one Parcel shall not be permitted to park their respective vehicles on the portion of the Cross Access Easement that is located on the other Parcel.
- (e) Notwithstanding the above, the easements herein granted are subject to the unrestricted right of each Party, with respect to the portions of the Cross Access Easement located on its respective Parcel, to.
  - Make improvements and repairs to the easement areas and to do all acts in connection therewith, shoject to the requirements and limitations of applicable laws, ordinances and regulations and upon reasonable prior written notice to the other Party (except in case of emergency);
  - Only upon advance written notice 'except in case of emergency), temporarily alter the location and dimensions of the driveways from time to time on the condition that such Party shall at all times provide an alternative and equivalent means of ingress and egress for vehicular traffic to and from the adjoining public streets; the Parties acknowledge and agree that Lot 1 Parcel's only means of ingress and egress to a public street is via the Cross Access 63 sement and so it is imperative that Lot 1 Owner and its Permittees have at all times uninterrupted and unimpeded vehicular access, ingress and egress across the Cross Access Easement (subject to the terms hereof);
  - (iii) Remove from its Parcel any persons or tangible property (including vehicles) that use the Cross Access Easement for parking purposes or for any other uses or purposes in violation of this Declaration, all at the sole costs and expense (including towing and storage charges) of the owner of the applicable tangible property; and
  - (iv) Temporarily close any part of such easement areas for the purpose of making repairs (including, without limitation, repaving or sealcoating the area) and/or changes to such easement areas or preventing the acquisition of public rights in and to such areas upon reasonable prior written notice to the other Party (except in case of emergency) on the condition that such Party shall at all times provide an alternative and reasonably equivalent means of ingress and egress for vehicular traffic to and from the adjoining public streets;

provided, however, that in no event may either Party restrict, limit, impair or prevent the other Party or its Permittees' ingress to and egress from its Parcel from other areas of the Development or access to its Parcel from a public or private right-of-way; provided, further however, that a Party may install speed bumps, signage and other equipment or improvements for the purpose of managing vehicular speed in the Cross Easement Area.

- Self-Storage Facility. For purposes of this Declaration, "Self-Storage Facility" shall mean a self-storage facility substantially similar to Lot 1 Owner's prototypical self-storage facilities operated on the Lot 1 Parcel on the date hereof. 47<sup>th</sup> Street Access. Lot 2 Owner intends (but shall not be obligated) to develop and use the Lot 2 Parcel for industrial purposes as shown on the Site Plan, including without limitation and if desired by the Lot 2 Owner, constructing the 47<sup>th</sup> Street "Right In Only" curb cut and access way ("47<sup>th</sup> Street Access") at Lot 2 Owner's sole cost and expense. Provided Lot 2 Owner intends to develop the Lot 2 Parcel in a manner that does not alter or affect in any material manner the use of the Cross Easement Area on the Lot 2 Parcel, Lot 1 Owner, if requested by Lot 2 Owner, shall confirm in writing and verbally with public officials that Lot 1 Owner actively supports Lot 2 Owner's redevelopment plans per the Site Plan and 47<sup>th</sup> Street Access. In the event Lot 2 Owner fails to develop the Lot 2 Parcel, then Lot 2 Owner shall reasonably assist Lot 1 Owner in construction of the 47<sup>th</sup> Street Access at the sole cost and expense of the Lot 1 Owner.
- Operation and Maintenarye of Common Areas. Except as otherwise expressly 3. provided herein, Lot 2 Owner shall, at Lot 2 Owner's sole cost and expense, in a manner consistent with similar projects in the greater Chicago, Illinois metropolitan area: (a) keep the Common Area free of obstruction, clean, swept and in good repair and renew any portions thereof as necessary; (b) remove accumulated snow and ice from the Common Area; (c) keep the Common Area located on its Parcel lighted during hours of darkness when the business operations located upon its Parcel are open for business, (d) maintain all curbs, lanes and related Common Area improvements in good order, condition an I repair; and (e) perform such other maintenance and repairs to the Common Area as are customary for similar projects in the greater Chicago, Illinois metropolitan area. (The reasonable out-of-pocket costs and expenses incurred by Lot 2 Owner in the performance of its obligations under this section 4, together with a reasonable charge for Lot 2 Owner's overhead and supervisory costs, are referred to herein as the "Maintenance Costs".) All maintenance and repairs shall be done as cuicily as reasonably possible and at such times and in such a manner as shall minimize any pareasonable and avoidable interference with the business conducted in the Development and with delivery vehicles servicing such business.
  - primarily as a Self Storage Facility, or if the use of the Cross Access Easement by Lot 1 Owner and Lot 1 Owner's Permittees materially increases in volume or materially and adversely changes in manner (as compared to the typical use of the accessways serving the Lot 1 Parcel as a Self Storage Facility prior to the date hereof), then in either case Lot 1 Owner shall thereafter be responsible for Fifty Percent (50%) of the Maintenance Costs. Amounts due by Lot 1 Owner pursuant to this Section 4(a) shall be due and payable to Lot 2 Owner not later than thirty (30) days after Lot 1 Owner's receipt from Lot 2 Owner

of a written statement or invoice setting forth in reasonable details the Maintenance Costs incurred by Lot 2 Owner.

- damage to the Common Area is caused by the misuse or negligence of either Party or the Permittees of either Party, then such Party shall be solely responsible for the Maintenance Costs incurred to repair such damage (including replacement of any irreparable improvements). Any amounts due by Lot 1 Owner pursuant to this Section 4(b) shall be due and payable to Lot 2 Owner not later than thirty (30) days after Lot 1 Owner's receipt from Lot 2 Owner of a written statement or invoice (to be prepared and sent by Lot 2 Gwr er to Lot 1 Owner on a periodic basis, but not more frequently than monthly) setting forth in reasonable details the applicable Maintenance Costs incurred by Lot 2 Owner.
- If either Party fails to pay any amount due under this Section 4 and such failure is not cured within ten (10) business days after such Party is notified of the delinquency by the other Party, then the amount due shall thereafter bear interest at the rate of eighteen percent (18%) per annum, compounded monthly or the maximum rate of interest that may be lowfully charged, whichever is less.
- (d) Each Party hereby grants a lien against its respective Parcel in favor of the other Party to secure the payment of its respective share of Maintenance Costs in accordance with this Section 4. The liens securing payment of Maintenance Costs shall arise and be perfected upon the recordation of a statement of lien against the affected Parcel, and may be foreclosed in like manner to the foreclosure of mortgage liens in accordance with applicable law; provided, however that the liens securing payment of Maintenance Costs shall be subject and supporting in all respects to the lien and effect of any first priority mortgage or deed of trust columbering the affected Parcel which is recorded prior to the recordation of the statement of lien arising hereunder.
- 4. <u>Maintenance of Improvements</u>. Except as set forth above with respect to the Common Area and 47<sup>th</sup> Street Access, all improvements within the Development shall be constructed and maintained at the sole cost and expense of the Karty on whose Parcel the improvements are located, in accordance with applicable laws, ordinances and regulations (subject to Lot 2 Owner's right to seek the rezoning of the Lot 2 Parcel to industrial use). The improvements on Lot 2 Parcel shall not be built outside the setback lines denoted on the Site Plan.

### 5. <u>Insurance</u>; <u>Casualty</u>.

(a) Commencing with the date of this Declaration and thereafter during the term hereof, each Party shall maintain, at its expense, general commercial liability insurance (as a separate policy or as a part of a blanket policy covering other insureds and other locations) against claims for personal injury or death and property damage occasioned by accident occurring upon, in or about the Parcel owned by such Party, such insurance (i) in each case to afford protection to the limit of not less than One Million and No/100 Dollars (\$1,000,000.00) in respect of injury or death to any one person and to the limit of not less than Five Million and No/100 Dollars (\$5,000,000.00) in respect of injury or death to any number of persons arising out of any one accident and such insurance against property damage to afford protection to the

limit of not less than One Million and No/100 Dollars (\$1,000,000.00) in respect of any instance of property damage, and (ii) to name the other Party as an additional insured. The minimum coverage limits set forth above shall be subject to upward adjustment from time to time at the request of either Party (but not more frequently than once every five (5) years), such adjustment to reflect the percentage increase in the CPI-U (or, if the CPI-U ceases to be published by the U.S. Bureau of Labor Statistics, such other commonly accepted measure of cost of living which is agreed upon by the Parties) since the last date of adjustment, or as otherwise agreed in writing by the Parties.

- (b) In any event of any damage or destruction to improvements on any Parcel, such improvements shall either be restored or replaced, and all rubble and debris resulting from such damage or destruction shall be removed forthwith by the affected Parcel Lot 2 Owner and the site shall be restored to a safe, orderly and clean condition as soon as possible.
- 6. Meenaic's Liens. Each Party (each, an "Indemnifying Owner") agrees that no mechanic's lien shall or recorded or filed against any other Party's Parcel (each an "Indemnified Owner") as a result of any improvements being constructed on the Indemnifying Owner's Parcel and each Indemnifying Owner hereby indemnifies each Indemnified Owner for any loss or damage such Indemnified Owner near sustain by reason of any mechanic's lien being recorded against such Indemnified Owner's Parcel arising out of construction on the Indemnifying Owner's Parcel. In the event that any Indemnifying Owner permits a mechanic's lien to be recorded or filed against any Indemnified Owner's Parcel and fails to have such lien removed or bonded-over to the satisfaction of the Indemnified Owner within thirty (30) days, the Indemnified Owner may, but shall not be required to, take such reasonable measures as may be necessary to have such lien removed or bonded-over and all reasonable costs or expenses incurred by the Indemnified Owner in relation the etc shall be immediately due and payable by the Indemnifying Owner and subject to the lien rights see forth in Section 9(1), below.
- Notice. All notices, demands, deliveries and communications (collectively, "Notice") under this Declaration shall be delivered or sent by: (a) certified mail, postage prepaid, return receipt requested, (b) nationally recognized overnight certifier, or (c) facsimile with the original Notice sent via overnight delivery addressed to the address of the party in question set forth, and copies to the parties designated, below or to such other address as either party may designate by Notice pursuant to this Section 8. Notices shall be deemed given: (i) Three (3) Business Days after being mailed as provided in clause (a) above; (ii) One (1) Business Day after delivery to the overnight carrier as provided in clause (b) above; or (iii) On the day of the transmission of the facsimile as long as it is received in its entirety by 5:00 p.m. local time of the recipient on such day and the original of such Notice is received the next Business Day via overnight mail as provided in clause (b) above.

To Lot 1 Owner:

Safeguard Properties LLC 105 Maxess Road Suite 125 Melville, New York 11747 Attention: Jim Goonan Senior Vice President Phone - (631) 539-0200 Fax - (631) 539-0206

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with a copy to:

c/o Safeguard Self Storage, LLC 3350 Peachtree Rd. NE | 17th Floor Atlanta, GA 30326

Phone: 404-264-7525 Fax: 404-264-7541

and a copy to:

King & Spalding 1180 Peachtree Street Atlanta, Georgia 30309

Attention: Timothy M. Sullivan, Esq.

Phone: (404) 572-4608 Fax: (404) 572-5131

To Lot 2 Owner:

McCook Properties LLC 778 West Frontage Road

Suite 124

Northfield, IL 60093

Attention: John S. Mengel Fax No.: (847) 441-9898

The parties hereto may change the address at which notice may be served by notice to the other as above required.

### 8. General Provisions.

(a) <u>Covenants Run With the Land</u>. The easer texts, rights, privileges, benefits, covenants, conditions, obligations and restrictions contained here a shall be deemed to be covenants running with the land. If any Parcel is hereinafter divided into two or more Parcel(s), all of the Owners of said Parcel shall be entitled to the benefits of the excements, rights and privileges granted hereunder and all of said Owners shall be burdened by the easements, covenants, conditions and restrictions established hereunder.

The easements, rights, privileges, benefits, covenants, conditions, obligations created hereby shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns and each reference to Lot 2 Owner or Lot 1 Owner shall pertain to their successors and assigns; provided, however, that upon the transfer of Ownership of either Parcel, the liability of the transferor for the subsequent breach of any covenant or obligation occurring thereafter shall automatically terminate.

(b) <u>Duration</u>. Except as otherwise provided herein, each easement, covenant, restriction and undertaking of this Declaration shall be perpetual.

- any Party or occupant of the terms, covenants, and conditions herein contained, in addition to the other remedies herein provided, or available at law or in equity, any other Party or occupant shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction.
- (d) <u>Modification Provisions</u>. This Declaration may not be modified in any respect whatsoever, or rescinded in whole or in part, except with the consent of all owners of all of the Parcels, as evidenced by a written instrument that is duly recorded in the office of the Cook County, Illinois Recorder of Deeds.
- (e) Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Development to the general public or for any public purposes whatsoever, it being the intention of Declarant that this Declaration shall be strictly limited to and for the purposes herein expressed.
- entitle any Party to cance rescind or otherwise terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies that such Party may have hereunder by reason of any breach of this Declaration. Any breach of any of said covenants or restrictions, however, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value but such covenants or restrictions shall be binding upon and effective against such Party of any of said property or any portion thereof whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.
- (g) <u>Validity and Severance</u>. It any clause, sentence or other portion of this Declaration shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions hereof shall remain in full force and effect.
- (h) <u>Indemnity</u>. Subject to Section 9(i), each Party (as indemnitor), hereby covenants and agrees to indemnify, defend hold harmless the other Party and the officers, directors, agents, employees, partners, members, shareholders, trustees, successors and assigns of such other Party (as indemnitees), from and against any loss, cost, damage, cuit, claim, cause of action, injury, liability, obligation or expense (including reasonable attorneys) fees and costs), that may be asserted against or incurred by the indemnitees as a consequence of or arising out of the use of the Common Area by the indemnitor Party or by the Permittees of the indemnitor Party. Notwithstanding the foregoing, neither Party (nor the prospective indemnitees claiming by, through or under such Party) shall be entitled to be indemnified, defended or held harmless for any matter arising out of the negligence, recklessness or willful misconduct of such Party.
- (i) Release. Each Party hereby releases the other Party, to the extent of the releasing Party's insurance coverage, from any and all liability for any loss or damage caused by fire or any of the extended coverage casualties or any other casualty insured against, however caused, including such fire or other casualty caused by the fault or negligence of the other party, or any persons claiming under it.

- (j) Beneficiary. When the consent or approval of a Party is required and such Party is a land trust, the consent or approval shall be furnished by the then beneficiary of such Party.
- (k) <u>Taxes and Assessments</u>. Each Parcel Lot 2 Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Parcel (collectively, "<u>Taxes</u>") prior to delinquency. In the event that any Party fails to pay any Taxes, and such failure results in a lien upon the other Party's Parcel, such other owner may, but shall not be required to, pay such delinquent Taxes to the applicable taxing authority, which amount shall be secured by a lien upon the delinquent owner's Parcel pursuant to <u>Section 9(1)</u>, below.
- Self-Help; Lien Rights. In addition to all other remedies available in law or in equity, upon the failure of any owner (a "Defaulting Owner") to perform any of its obligations under this Declaration within ten (10) days following written notice thereof by any other owner (a "Non Defaulting Owner") (unless, with respect to any such breach the nature of which cannot reasonably he cured within such 10-day period, the Defaulting Owner shall commence to cure such breac's within such 10-day period, and thereafter diligently prosecute such cure to completion), any Non-Defaulting Owner shall have the right to perform such obligation on behalf of the Defaulting Owner and to be reimbursed by such Defaulting Owner upon demand for the reasonable costs thereof together with interest at the eighteen percent (18%) per annum, compounded monthly, or the maximum rate of interest allowed by law (whichever is less). This Declaration does hereby grant to Lot 2 Owner and Lot 1 Owner an irrevocable nonexclusive easement upon, through and across the Lot 2 Parcel and the Lot 1 Parcel so that a Non-Defaulting Lot 2 Owner can exercise the self-help rights and remedies stated in this Section 9(1). If any Defaulting Owner fails to pay any amount eyed to any Non-Defaulting Owner pursuant to this Section 9(1) within thirty (30) days of its receipt of notice of a demand therefore, such amount shall be secured by a lien upon the Defaulting Owner's Parcel, effective upon the recording thereof in the office of the Recorder of Deeds, Cook County, Illinois, which lien may be foreclosed upon in the same manner as provided for enforcement of mechanics liens or liens securing mortgage indebtedness; provided, however that the lieux existing under this Section 9(1) shall be subject and subordinate in all respects to the lien and effect of any first priority mortgage or deed of trust encumbering the affected Parcel which is recorded prior to the recordation of the statement of lien arising hereunder.
  - (m) <u>Remedies Cumulative</u>. The remedies specified herein small be cumulative and in addition to all other remedies permitted at law or in equity.
  - (n) <u>Governing Law</u>. This Declaration shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made between residents of and to be performed wholly within such State.
  - (o) <u>Counterparts</u>. It is specifically agreed that this Declaration may be executed in one or more counterparts, all of which shall be taken together to constitute one and the same instrument and shall be binding upon each party who may sign a counterpart of this instrument.

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- Entire Agreement. This Declaration constitutes the entire agreement (p) The parties do not rely upon any statement, promise or between the parties hereto. representation not herein expressed.
- Litigation. If any party brings an action or proceeding (including any cross-complaint, counterclaim, or third-party claim) against the other party by reason of a default by the other party or otherwise arising out of this Declaration, the nonprevailing party shall pay to the prevailing party in such action or proceeding all of the prevailing party's costs and expenses of suit, including reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment. "Prevailing party" within the meaning of this Declaration includes a arty who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially MAINDE.

  County Clark's Office equal to the relief sought in the action.

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## **UNOFFICIAL COPY**

IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of the day and year first above written.

Or Cook County Clark's Office

#### LOT 1 OWNER:

SAFEGUARD PROPERTIES LLC, a Louisiana limited liability company

Safeguard Storage Properties LLC, By:

a Delaware limited liability company,

Name: JAMES GOOMAN

its sole member

By:

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IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of the day and year first above written.

LOT 2 OWNER:

MCCOOK PROPERTIES LLC

By: JSM VENTURE INC., Manager

Name: John S. Wengel 3 th of Cook County Clark's Office

Title: President

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STATE OF NewYork )	
COUNTY OF Suffork ) ss	
hereby certify that JAMES GODIAN of SAFEGUARI liability company, appeared before me and ack	1
Not	ary Public
My Commission Expires:	KAREN WEBER Notary Public, State of New York No. 01WE6014857 Qualified in Suffolk County Commission Expires October 19, 20
	Clart's Office

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STATE OF ILLINOIS	)	
	)	S
COUNTY OF COOK	)	

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that John S. Mengel, personally known to me to be the same person whose name is subscribed to the foregoing instrument as President of JSM Venture Inc., an Illinois corporation and the manager of MCCOOK PROPERTIES LLC, an Illinois limited liability company, appeared before me and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVer under my hand and notarial seal this \_\_\_\_\_ day of December, 2011.

Notary Public

My Commission Expires.

"OFFICIAL SEAL"
PATRICIA T. MOROZ
Notary Public, State of Illinois
My Gemmission Expires April 25, 2014

County Clark's Office

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#### **EXHIBIT A**

#### LOT 1 PARCEL

LOT 1 IN THE FINAL PLAT OF SUBDIVISION OF MCCOOK INDUSTRIAL CENTER II FIRST RESUBDIVISION, BEING A RESUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 2005 AS DOCUMENT 0523545101, IN COOK COUNTY, ILLINOIS.

Pest 4
019-000 Address: 9601 West 47th Street, McCook, IL

PIN: 18-10-200 019-0000

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#### EXHIBIT B

#### LOT 2 PARCEL

LOT 2 IN THE FINAL PLAT OF SUBDIVISION OF MCCOOK INDUSTRIAL CENTER II FIRST RESUBDIVISION, BEING A RESUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 2005 AS DOCUMENT 0523545101, IN COOK COUNTY, ILLINOIS.

est con. 820-0000 Address: Southwest corner of 47th Street and Vernon Avenue, McCook, IL

PIN: 18-10-200-020-0000

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