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AMENDED AND RESTATED OPERATION AND EASEMENT AGREEMENT AND TERMINATION OF EASEMENT AGREEMENT

This Document was prepared by and after
recording return to:

Permanent Real Estate Index Numbers:

Ellen B. Friedler
Neal, Gerber & Eisenberg LLP
2 North LaSalle Street, Suite 1700
Chicago, IL 60602

AMENDED AND RESTATED OPERATION AND EASEMENT AGREEMENT

THIS AMENDED AND RESTATED OPERATION AND EASEMENT AGREEMENT
(the "Agreement") is made and entered into as of this 26th day of December, 2012, by and
between SASHET, LLC, an Illinois limited liability company ("Malnati"), BIG PAPA
PROJECT, LLC, an Illinois limited liability company ("Annex Parcel Owner") and
JPMORGAN CHASE BANK, N.A. (the "Bank").

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RECITALS:

A. Malnati is the owner in fee of that certain real property located in the Village of Oak Park, County of Cook, State of Illinois, more particularly described in (i) Exhibit "A-1" attached hereto (the "**Parking Lot**") and (ii) Exhibit "A-2" attached hereto (the "**Malnati Parcel**"), and Annex Parcel Owner is the owner in fee of that certain real property located in the Village of Oak Park, County of Cook, State of Illinois, more particularly described in Exhibit "A-3" attached hereto (the "**Annex Parcel**"). Malnati, in its capacity as owner of (a) the Parking Lot, is herein referred to as the "**Parking Lot Owner**" and (b) the Malnati Parcel, is herein referred to as the "**Malnati Parcel Owner**". Both the Malnati Parcel and the Annex Parcel are located adjacent to and south of the Parking Lot.

B. The Bank is the owner in fee of that certain real property located in the Village of Oak Park, County of Cook, State of Illinois, more particularly described in Exhibit "A-4" attached hereto (the "**Bank Parcel**"). The Bank, in its capacity as owner of the Bank Parcel, is herein referred to as "**Bank Parcel Owner**." The Bank Parcel is located adjacent to and south of the Parking Lot.

C. The Parking Lot, the Malnati Parcel, the Annex Parcel and the Bank Parcel or portions thereof are currently encumbered by (i) that certain Operation and Easement Agreement dated as of April 15, 2005 (the "**Easement Agreement**"), by and between Regency Club Condo, L.L.C., an Illinois limited liability company ("**Regency**"), and the Bank, and recorded with the Cook County Recorder of Deeds on April 21, 2005 as Document No. 0511135245 and (ii) that certain Easement Agreement dated April 15, 2005 (the "**Additional Easement**"), by and among Regency and the JPMorgan Chase Bank, N.A., recorded as document number 0511135246 with the Cook County Recorder of Deeds.

D. Malnati, Annex Parcel Owner and the Bank desire to (i) amend and restate the Easement Agreement in its entirety as herein provided and (ii) terminate the Additional Easement in its entirety as herein provided.

ARTICLE I DEFINITIONS

1.1 **Definitions.** Certain terms are defined in the text of this Agreement. When used herein the following terms shall have the following meanings:

"**Additional Easement**" is defined in Paragraph "C" of the Recitals above.

"**Affiliate**" is defined in Section 9.2.5 below.

"**Agreement**" is defined in the first paragraph hereof.

"**Annex Parcel**" is defined in Paragraph "A" of the Recitals above.

"**Annex Parcel Owner**" as used in this Agreement refers to Big Papa Project, LLC and its successors and assigns as owner of the Annex Parcel.

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"ATM Easement" is defined in Section 3.1 below.

"ATM Facilities" shall mean the ATM machines and any supporting facilities, canopy and any signage, whether now existing or hereafter installed or located on the ATM Parcel, but shall not include the surface of the ATM Parcel.

"ATM Parcel" shall mean that portion of the Parking Lot so designated on Exhibit "B-1" attached hereto and upon which the Bank operates drive-up automatic teller machines.

"Bank Contingent Parking Spaces" shall mean the eleven (11) parking spaces in the Parking Lot so designated on Exhibit "B-3" attached hereto (or such other eleven [11] parking spaces as the Bank Parcel Owner and the Parking Lot Owner may from time to time jointly designate for such purpose).

"Bank Easement," shall mean the ATM Easement and the Bank Parking Easement and the Bank Maintenance Easement.

"Bank's Additional Exclusive Hours" shall mean on Monday through Friday of each week (other than Bank Holidays), from 5:30 p.m. to 7:00 p.m.

"Bank's Exclusive Hours" shall mean (a) on Monday through Friday of each week (other than Bank Holidays), from 8:30 a.m. to 5:30 p.m., and (b) on Saturday of each week, from 8:30 a.m. to 3:30 p.m.

"Bank's Extended Operating Hours" shall mean any hours outside of the Bank's Exclusive Hours during which a bank is operating on the Bank Parcel and such bank is Open for Business (hereinafter defined) at the Bank Parcel on a regular, posted basis and for purposes of this Agreement, a bank will be deemed to be Open for Business to the public if the entire bank is open for business to the public, including, without limitation, the portion of the bank staffed by bank personnel (as opposed to just ATMs or the bank lobby being open for business). The Bank Parcel Owner shall notify the Parking Lot Owner not less than ten (10) days prior to any change in Bank's operating hours at the Bank Parcel.

"Bank Holidays" shall mean all federal and Illinois bank holidays.

"Bank Maintenance Easement" is defined in Section 3.2.4.1 below.

"Bank's Non-Exclusive Hours" shall mean on Monday and Friday of each week (other than Bank Holidays), from 5:30 p.m. to 7:00 p.m. and on Tuesday through Thursday of each week (other than Bank Holidays), from 5:30 p.m. to 6:00 p.m., subject to Section 3.2.1.2 below.

"Bank Parcel" is defined in Paragraph "B" of the Recitals above.

"Bank Parcel Owner" as used in this Agreement refers to JPMorgan Chase Bank, N.A. and its successors and assigns as owner of the Bank Parcel.

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“Bank Parking Easement” is defined in Section 3.2.1 below.

“Bank Parking Spaces” shall mean the forty (40) parking spaces in the Parking Lot so designated on Exhibit “B-2” attached hereto and that are the subject of the Bank Parking Easement (or such other spaces as the Bank Parcel Owner and the Parking Lot Owner may from time to time jointly designate for such purpose).

“Condemnation” shall mean the taking of a Parcel, or any portion thereof, by the exercise of any governmental power, whether by legal proceedings or otherwise, by any public or quasi-public authority, or by any private corporation or individual, having the power of condemnation, or the occurrence of any voluntary sale or transfer of a Parcel, or any portion thereof, either under threat of Condemnation or while legal proceedings for Condemnation are pending.

“Defaulting Party” is defined in Section 11.1 below.

“Default Rate” is defined in Section 11.2 below.

“Easement Agreement” is defined in Paragraph “C” of the Recitals above.

“Extended Hours Recapture Easement” is defined in Section 3.2.1.2 below.

“Force Majeure” is defined in Section 13.18 below.

“Malnati’s Exclusive Hours” shall mean (a) on Monday and Friday of each week (other than Bank Holidays), commencing at 7:00 p.m. and continuing to 8:30 a.m. the following day, (b) on Tuesday through Thursday of each week (other than Bank Holidays), commencing at 6:00 p.m. and continuing to 8:30 a.m. the following day, except that with respect to the Bank Contingent Parking Spaces only, Malnati’s Exclusive Hours shall not commence on Tuesday through Thursday until 7:00 p.m., (c) commencing on Saturday of each week, commencing at 3:30 p.m. and continuing to the following Monday at 8:30 a.m., and (d) all day on any day which is a Bank Holiday. Notwithstanding the foregoing, during any period during which the Bank’s Extended Operating Hours are in effect, then solely with respect to (i) the Bank Contingent Parking Spaces and (ii) subject to Section 9.2.5., the Recapture Spaces (if any have been designated by the Bank Parcel Owner pursuant to Section 3.2.1.2), Malnati’s Exclusive Hours shall not commence until the Bank’s Extended Operating Hours for any particular day are over.

“Malnati Parcel” is defined in Paragraph “A” of the Recitals above.

“Malnati Parcel Owner” as used in this Agreement refers to Malnati and its successors and assigns as owner of the Malnati Parcel.

“Malnati Parking Easement” is defined in Section 3.2.2 below.

“Malnati Parking Spaces” shall mean all parking spaces in the Parking Lot that are not Bank Parking Spaces.

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“Non-Defaulting Party” is defined in Section 11.1 below.

“Operating Expenses” is defined in Section 4.3.1 below.

“Parcel” or **“Parcels”** shall mean the Malnati Parcel, the Bank Parcel and/or the Parking Lot, as the context may require.

“Parking Lot” is defined in Paragraph **“A”** of the Recitals above.

“Parking Lot Maintenance” is defined in Section 6.1 below.

“Parking Lot Owner” as used in this Agreement refers to Malnati and its successors and assigns as owner of the Parking Lot.

“Party” and **“Parties”** or **“party”** and **“parties”** as used in this Agreement shall initially mean Malnati and the Bank until such Persons have transferred their respective real property interests in and to any portion of their respective Parcel(s), as more particularly provided herein. Thereafter, Party or Parties shall mean their respective successors and/or assigns.

“Permitees” shall mean the Parties, all Persons from time to time entitled to the use and occupancy of a Parcel or any portion thereof under any lease, deed or other arrangement whereunder such Person has acquired a right to the use and occupancy thereof, and their respective officers, directors, employees, agents, contractors, customers, visitors, invitees, licensees and concessionaires.

“Person” or **“Persons”** shall mean and include individuals, partnerships, firms, associations, joint ventures, corporations, limited liability companies, or any other form of business or governmental entity.

“Pro Rata Share” shall mean (a) with respect to the Bank Parcel Owner, fifty percent (50%), and (b) with respect to the Malnati Parcel Owner, fifty percent (50%). The Parties stipulate and agree to the respective Pro Rata Shares set forth in this definition and the same shall not be adjusted, except as set forth in Section 4.2 below.

“Recapture Right” is defined in Section 3.2.1.2 below.

“Recapture Spaces” is defined in Section 3.2.1.2 below.

“Transfer” is defined in Section 9.1.1 below.

“Transferee” is defined in Section 9.1.3 below.

“Transferor” is defined in Section 9.1.2 below.

“Waiving Party” is defined in Section 10.4 below.

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ARTICLE II AMENDMENT AND RESTATEMENT

2.1 Amendment and Restatement; Annex Parcel.

2.1.1 **Amendment and Restatement.** The Easement Agreement is hereby amended and restated in its entirety, effective as of the date hereof.

2.1.2 The Additional Easement is hereby terminated in its entirety as of the date hereof.

2.2 **Consideration for Amendment and Restatement.** In consideration of the Bank Parcel Owner's consent and agreement to amend and restate the Easement Agreement and to terminate the Additional Easement, simultaneously with the full execution of this Agreement, Malnati has paid to the Bank Parcel Owner the sum of Fifty Thousand and NO/100 Dollars (\$50,000.00).

2.3 **Termination of Annex Parcel Easements.** Annex Parcel Owner hereby acknowledges that its rights and obligations under the Easement Agreement have terminated, and that, except as expressly set forth herein, this Agreement does not create any rights or obligations in favor of Annex Parcel Owner or the Annex Parcel, provided that the foregoing shall not prevent the Malnati Parcel Owner from granting the Annex Parcel Owner rights (at its option, in its sole discretion) as a Permittee with respect to the Malnati Parking Easement. Notwithstanding the foregoing, pursuant to Section 3.5 of the Easement Agreement, the Annex Parcel Owner shall continue to be liable for all obligations of the Annex Parcel Owner accruing under the Easement Agreement prior to the date hereof and shall continue to be responsible for all real estate taxes allocable to the Annex Parcel.

ARTICLE III ATM AND PARKING EASEMENTS

3.1 **ATM Easement.** Parking Lot Owner hereby grants to the Bank Parcel Owner, for the benefit of the Bank Parcel, for the Bank Parcel Owner's use and for the use of its Permittees, an easement (the "ATM Easement") for the installation, use, operation, repair, maintenance and replacement of ATM Facilities on the ATM Parcel and pedestrian and vehicular access thereto, over and across those portions of the Parking Lot identified on Exhibit "B-1" attached hereto.

3.2 Parking Lot Easements.

3.2.1 Bank Parking Easement.

3.2.1.1 Parking Lot Owner hereby grants to the Bank Parcel Owner, for the benefit of the Bank Parcel, for the use of the Bank Parcel Owner and for the use of its Permittees (subject to Section 3.2.1.3 below), (a) an exclusive easement to park motor vehicles on the Bank Parking Spaces during the Bank's Exclusive Hours, together with the non-exclusive easement across the Parking Lot for ingress and egress and access to the Bank Parking Spaces, and (b) an exclusive

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easement to park motor vehicles on the Bank Contingent Parking Spaces during the Bank's Additional Exclusive Hours, together with the non-exclusive easement across the Parking Lot for ingress and egress and access to the Bank Contingent Parking Spaces and (c) a non-exclusive easement to park motor vehicles on the Bank Parking Spaces during the Bank's Non-Exclusive Hours, together with the non-exclusive easement across the Parking Lot for ingress and egress and access to the Bank Parking Spaces. In addition, at any such time and for so long as the Bank's Extended Operating Hours are in effect, Parking Lot Owner hereby grants to the Bank Parcel Owner, for the benefit of the Bank Parcel, for the Bank Parcel Owner's use and for the use of its Permittees (subject to Section 3.2.1.3 below), an exclusive easement to park motor vehicles, during the Bank's Extended Operating Hours, on (i) the Bank Contingent Parking Spaces and (ii) subject to Section 9.2.5, the Recapture Spaces (if any have been designated by the Bank Parcel Owner pursuant to Section 3.2.1.2 below), together with the non-exclusive easement across the Parking Lot for ingress and egress and access to the Bank Contingent Parking Spaces and, subject to Section 9.2.5, to any such Recapture Spaces. The easements granted to the Bank Parcel Owner under this Section 3.2.1 are herein referred to as the "**Bank Parking Easement.**"

3.2.1.2 The parties acknowledge and agree that, subject to Section 9.2.5, during any period when both of the following conditions are satisfied (the "**Recapture Conditions**") (i) the Bank's Extended Operating Hours are in effect and (ii) the Bank Parcel Owner is a Chase Owner (as defined in Section 9.2.5 below), then the Bank Parcel Owner shall have the right (the "**Recapture Right**") to designate up to fourteen (14) of the Bank Parking Spaces in the area designated on Exhibit "B-4" attached hereto as the "**Recapture Area**" (or such other fourteen[14] parking spaces as the Bank Parcel Owner and the Parking Lot Owner may from time to time jointly designate for such purpose) as "**Recapture Spaces**", by delivering written notice to the Malnati Parcel Owner (and the Parking Lot Owner if the Parking Owner and the Malnati Parcel Owner are not the same entity) of the exercise of such Recapture Right (which notice shall specify the number and, if less than all 14 of the available Recapture Spaces are designated by the Bank Parcel Owner, the location of the Recapture Spaces), in which event the Bank Parcel Owner shall have an exclusive easement to park motor vehicles, during the Bank's Extended Operating Hours, on such Recapture Spaces designated by Landlord in accordance with this Section 3.2.1.2 (the "**Extended Hours Recapture Easement**"). The Bank Parcel Owner may from time to time, during any period when the Recapture Conditions are both satisfied, change the number of Recapture Spaces being used by the Bank Parcel Owner by delivering written notice to the Parking Lot Owner and the Malnati Parcel Owner, provided that the Bank Parcel Owner shall not have the right to more than fourteen (14) Recapture Spaces and such Recapture Spaces must be in the Recapture Area, and if the Bank's Extended Operating Hours are reduced (or eliminated) at any time, then the Extended Hours Recapture Easement shall only apply during the remaining Bank's Extended Operating Hours, if any. Any notice given by the Bank Parcel Owner pursuant to this Section 3.2.1.2 must be given

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not less than ten (10) days prior to the effective date of such notice and must specify the specific Recapture Spaces affected by such notice.

3.2.1.3 The Parking Lot Owner and the Malnati Parcel Owner acknowledge and agree that the Bank Parcel Owner's tenants and other Permittees shall have the right to use the Bank Parking Spaces in the Parking Lot, but only at the times and only to the extent that the Bank Parcel Owner is permitted to use the same under this Agreement, provided that the Bank Parcel Owner agrees that the Bank Parcel Owner's tenants and other Permittees shall not be permitted to use more than nine (9) of the Bank Parking Spaces, in the aggregate, in the Parking Lot at any given time.

3.2.2 **Malnati Parking Easement.** Parking Lot Owner hereby grants to the Malnati Parcel Owner, for the benefit of the Malnati Parcel, for the use of the Malnati Parcel Owner and for the use of its Permittees, (a) an exclusive easement to park motor vehicles on the Malnati Parking Spaces at any time, together with the non-exclusive easement across the Parking Lot for ingress and egress and access to all such parking spaces, (b) an exclusive easement to park motor vehicles on the Bank Parking Spaces during Malnati's Exclusive Hours, together with the non-exclusive easement across the Parking Lot for ingress and egress and access to all such parking spaces, and (c) a non-exclusive easement (but subject to the Bank Parking Easement) to park motor vehicles on the Bank Parking Spaces (other than the Bank Contingent Parking Spaces and subject to Section 3.2.1.2 above), during the Bank's Non-Exclusive Hours, together with the non-exclusive easement across the Parking Lot for ingress and egress and access to all such parking spaces. The easements granted to the Malnati Parcel Owner under this Section 3.2.2 are herein referred to as the "**Malnati Parking Easement.**"

3.2.3 **Meetings; Signage.** The Parking Lot Owner (and any operator of the Parking Lot) shall meet and confer periodically with the Bank Parcel Owner and the Malnati Parcel Owner to coordinate the operation of the Parking Lot in accordance with the terms of this Agreement. The Parking Lot Owner may install such signage with respect to the parking spaces as it elects for the purpose of providing notice to users of the Parking Lot of the rights provided for herein, subject to the approval of the Bank Parcel Owner, which approval shall not be unreasonably withheld or delayed. The costs of installation, repair and maintenance of such signs shall be an Operating Expense. Notwithstanding the foregoing, the Parking Lot Owner and the Malnati Parcel Owner acknowledges and agrees that the Bank Parcel Owner may elect to install signage indicating those parking spaces for which the Bank Parcel Owner is entitled to exclusive use and the hours of such exclusive use, provided no such signage shall be installed with respect to any handicapped spaces in the Parking Lot. The cost of the signage shall be paid for by the Bank Parcel Owner and the signage is subject to the reasonable approval of the Parking Lot Owner and the Malnati Parcel Owner.

3.2.4 **Bank Maintenance Easement.**

3.2.4.1 The Parking Lot Owner hereby grants to the Bank Parcel Owner, for the benefit of the Bank Parcel, for the use of the Bank Parcel Owner

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and its Permittees, a non-exclusive easement (“**Bank Maintenance Easement**”), for the use thereof for purposes of repair and maintenance of and capital improvements to the building now located on the Bank Parcel, on, over and across that portion of the south ten (10) feet of the Parking Lot that adjoins the north line of the Bank Parcel (the “**Bank Maintenance Easement Area**”), on and subject to the terms and conditions set forth herein. The Bank Maintenance Easement shall remain in effect from and after the date hereof until such time as the building now located on the Bank Parcel is removed or demolished, at which time the Bank Maintenance Easement shall terminate.

3.2.4.2 The Bank Maintenance Easement is granted on an “as is” basis.

3.2.4.3 The Parking Lot Owner reserves the right from time to time (i) to establish such security procedures for the Bank Maintenance Easement Area as the Parking Lot Owner may determine to be appropriate; (ii) to use and temporarily close the Bank Maintenance Easement Area in connection with the performance by the Parking Lot Owner of repair, maintenance, alteration or restoration of the Parking Lot or to prevent the acquisition of prescriptive rights; (iii) to make changes to the Bank Maintenance Easement Area, provided, however, that no such changes may materially adversely affect the Bank Maintenance Easement unless approved in writing by the Party benefited by such Bank Maintenance Easement; and (iv) to do and perform such other acts and make such other changes in, to or with respect to the Bank Maintenance Easement Area as the Parking Lot Owner may, in the exercise of sound business judgment, reasonably deem to be appropriate; provided, however, that (a) in the exercise of its rights under this Section 3.2.4.3, the Parking Lot Owner shall use its best efforts (which shall include overtime work) to minimize the times at which the Bank Maintenance Easement is not available and (b) the Parking Lot Owner shall give the Party benefited by such Bank Maintenance Easement not less than thirty (30) days’ prior written notice of any action to be taken by the Parking Lot Owner that would in any way interfere with such Party’s Bank Maintenance Easement (or such lesser notice as may be appropriate in an emergency), and shall cooperate with such Party in scheduling and planning such actions to minimize the adverse impact on the Bank Maintenance Easement.

3.2.4.4 Upon termination of the Bank Maintenance Easement as hereinabove provided, the termination shall be effective automatically without any action on the part of any Party, but the Parking Lot Owner is authorized, upon any such termination, to record a notice of termination of the Bank Maintenance Easement. A copy of such notice of termination shall be furnished by the Parking Lot Owner to the other Parties.

3.3 **Monitoring Use of Parking Spaces.** The Parking Lot Owner reserves the right to eject, or cause the ejection of, from any parking space in the Parking Lot, any Person or Persons not authorized, empowered or privileged to use such parking space pursuant to this Agreement. Without limiting the foregoing, commencing at 11:00 a.m. on Monday through Saturday and continuing until such time as the Bank Parcel Owner closes for business on the Bank Parcel each

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day, including Saturdays, the Parking Lot Owner shall monitor the Parking Lot to the extent reasonably necessary to ensure that the Parking Lot is being used in accordance with the provisions of this Agreement. Notwithstanding anything to the contrary contained herein, if the Parking Lot Owner is using its employee[s] to monitor the Parking Lot and the Bank Parcel Owner reasonably believes that the Parking Lot Owner's employees are not ensuring that the Parking Lot is being used in accordance with this agreement, then, the Bank Parcel Owner shall have the right (which shall be exercised by delivering written notice to the Parking Lot Owner) to require the Parking Lot Owner to hire an outside third party attendant to monitor the Parking Lot, provided such outside third party attendant shall only be required to monitor the Parking Lot from 5:30 p.m. until the Bank Parcel Owner closes for business each Monday through Friday and the Parking Lot Owner shall have the right to use its employees to monitor the Parking Lot at all other times when a monitor is required under this Section 3.3. In any event, all of the costs incurred by the Parking Lot Owner in connection with its monitoring obligations pursuant to this Section 3.3 shall be included in Operating Expenses (as defined in Section 4.3.1).

3.4 Term of Bank Easements. The Bank Easements shall continue in favor of the Bank Parcel Owner for the benefit of the Bank Parcel in perpetuity or such earlier date upon which the Bank Parcel Owner may elect to terminate its rights and obligations under this Agreement by notice to the Malnati Parcel Owner and the Parking Lot Owner. Promptly following any such termination, the Bank Parcel Owner shall remove the ATM Facilities at its sole cost and expense in a good and workmanlike manner, in compliance with all laws, codes and regulations, and shall repair any damage to the Parking Lot caused by such removal. If as of the date of such notice of termination by the Bank Parcel Owner, the Malnati Parcel Owner has not elected to terminate its rights and obligations under this Agreement as provided in Section 3.5, then (except as hereinafter provided) all rights and obligations of the Bank Parcel Owner hereunder shall become the rights and obligations of the Malnati Parcel Owner (and not the Bank Parcel Owner), without further action by any Party. Notwithstanding the foregoing, in the event of any such termination, the Bank Parcel Owner shall continue to be liable for all obligations of the Bank Parcel Owner accruing prior to its notice of termination (including the obligation to remove the ATM Facilities) and to be responsible for all real estate taxes allocable to the Bank Parcel. If as of the date of such notice of termination by the Bank Parcel Owner, the Malnati Parcel Owner has elected to terminate its rights and obligations under this Agreement as provided in Section 3.5 then, upon such notice from the Bank of its election to terminate its rights and obligations under this Agreement, this Agreement shall terminate, and no Party shall have any further rights or obligations under this Agreement except those accruing prior to such termination (including the Bank Parcel Owner's obligation to remove the ATM Facilities).

3.5 Term of Malnati Parking Easement. The Malnati Parking Easement shall continue in favor of the Malnati Parcel Owner for the benefit of the Malnati Parcel in perpetuity or such earlier date upon which the Malnati Parcel Owner may elect to terminate its rights and obligations under this Agreement by notice to the Bank Parcel Owner and the Parking Lot Owner. If as of the date of such notice of termination by the Malnati Parcel Owner, the Bank Parcel Owner has not elected to terminate its rights and obligations under this Agreement as provided in Section 3.4, then (except as hereinafter provided) all rights and obligations of the Malnati Parcel Owner hereunder shall become the rights and obligations of the Parking Lot Owner (and not the Malnati Parcel Owner), without further action by any Party. Notwithstanding the foregoing, in the event of any such termination, the Malnati Parcel Owner

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shall continue to be liable for all obligations of the Malnati Parcel Owner accruing hereunder prior to its notice of termination and shall continue to be responsible for all real estate taxes allocable to the Malnati Parcel. If as of the date of such notice of termination by the Malnati Parcel Owner, the Bank Parcel Owner has elected to terminate its rights and obligations under this Agreement as provided in Section 3.4, then, upon such notice from the Malnati Parcel Owner of its election to terminate its rights and obligations under this Agreement, this Agreement shall terminate, and no Party shall have any further rights or obligations hereunder except those accruing prior to such termination (including the Bank Parcel Owner's obligation to remove the ATM Facilities).

3.6 Supplemental Documents. Without limitation of the provisions of Sections 3.4 and 3.5, upon the election by the Bank Parcel Owner under Section 3.4 or the Malnati Parcel Owner under Section 3.5 to terminate its rights and obligations under this Agreement, the Parties shall enter into such documents as any Party may reasonably request for the purpose of confirming such termination and effecting the provisions of Section 3.4 or 3.5 (as applicable), which documents shall be in form and substance reasonably satisfactory to the Parties and shall be recorded at the expense of the Party requesting the execution and delivery thereof.

ARTICLE IV MAINTENANCE OF ATM FACILITIES; REAL ESTATE TAXES AND OPERATING EXPENSES

4.1 Bank Parcel Owner's Maintenance. The Bank Parcel Owner shall:

- (a) Maintain the ATM Facilities in a first class manner;
- (b) Defend, indemnify and hold harmless the Parking Lot Owner, the Malnati Parcel Owner and the Annex Parcel Owner and their respective successors and assigns, against all loss, liability, and costs (including reasonable attorneys' fees) which may result to the Parking Lot Owner, the Annex Parcel Owner and the Malnati Parcel Owner, their successors and assigns, from the negligent acts or omissions of the Bank Parcel Owner or its Permittees in connection with the exercise of the rights and easements granted the Bank Parcel Owner hereunder; and
- (c) Not permit any claim, lien or encumbrance to attach against any interest of the Bank Parcel Owner in the Parking Lot.

4.2 Real Estate Taxes. The Parties agree that, during the term of this Agreement, (a) the Bank Parcel Owner shall be responsible for all real estate taxes allocable to the Bank Parcel, (b) the Malnati Parcel Owner shall be responsible for all real estate taxes allocable to the Malnati Parcel, (c) each of the Malnati Parcel Owner and the Bank Parcel Owner shall be responsible for its respective Pro Rata Share of all real estate taxes allocable to the Parking Lot and (d) the Annex Parcel Owner shall be responsible for all real estate taxes allocable to the Annex Parcel. The Parties will use reasonable efforts to cause the Parking Lot to be assessed as one or more separate real estate tax parcels that do not include any real estate other than the Parking Lot.

4.2.1 Separate Tax Parcel. If there is issued a real estate tax bill for the Parking Lot or a portion thereof that (in each case) does not include real estate other than

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the Parking Lot, then the Parking Lot Owner shall pay each such real estate tax bill on or before the date the same is due, and the Bank Parcel Owner and the Malnati Parcel Owner shall each reimburse the Parking Lot Owner for their respective Pro Rata Shares of each such real estate tax bill, which reimbursement shall be paid by the Bank Parcel Owner and the Malnati Parcel Owner within thirty (30) days of receipt of such bill. The parties acknowledge and agree that, as of the date hereof, other than the portion of the Parking Lot included in Parcel 037 (hereinafter defined), the Parking Lot is part of Parcel 036 (hereinafter defined), which does not include any real estate other than a portion of the Parking Lot.

4.2.2 Allocation. As of the date hereof, a portion of the Malnati Parcel lies within tax parcel number 16-07-120-037 ("**Parcel 037**"). Parcel 037 also includes a portion of the Parking Lot (and the rest of the Parking Lot lies within tax parcel number 16-07-120-036 [**Parcel 036**"] and the taxes for Parcel 036 will be paid in accordance with Section 4.2.1 above). For as long as Parcel 037 includes a portion of the Malnati Parcel and a portion of the Parking Lot, the parties will allocate the taxes for Parcel 037 (the "**Parcel 037 Taxes**") as follows: 5% of the Parcel 037 Taxes will be allocated to the Malnati Parcel and the rest of the Parcel 037 Taxes will be allocated to the Parking Lot. The Parking Lot Owner shall pay the Parcel 037 Taxes and the Malnati Parcel Owner shall be responsible for payment of its Pro Rata Share of the Parcel 037 Taxes allocable to the Parking Lot pursuant to this Section 4.2.2 and the Bank Parcel Owner shall be responsible for the payment of its Pro Rata Share of the taxes allocable to the Parking Lot pursuant to this Section 4.2.2 and the Malnati Parcel Owner shall be responsible for the Parcel 037 Taxes allocable to the Malnati Parcel pursuant to this Section 4.2.2. The Malnati Parcel Owner and the Bank Parcel Owner shall each reimburse the Parking Lot Owner for their respective Pro Rata Shares of the Parcel 037 Taxes allocable to the Parking Lot within thirty (30) days after receipt of a copy of an installment bill for such taxes. At the request of any Party (other than the Annex Parcel Owner), the Parking Lot Owner shall contest any real estate tax assessment for the Parking Lot. The costs incurred in contesting such assessment shall be paid by the Malnati Parcel Owner and the Bank Parcel Owner in proportion to their respective Pro Rata Shares. If the Parking Lot Owner receives a refund of any taxes allocable to the Parking Lot and payable by the Bank Parcel Owner and the Malnati Parcel Owner pursuant to this Section 4.2, the Parking Lot Owner shall recalculate the amount of such taxes payable by the Malnati Parcel Owner and the Bank Parcel Owner in accordance with this Section 4.2 to take in account the refund and shall refund to the Malnati Parcel Owner and the Bank Parcel Owner any overpayment of such taxes by such party.

4.2.3 Changes to Pro Rata Shares. Notwithstanding any terms or provisions to the contrary, during any period when the Bank Parcel Owner has exercised its Recapture Right and is entitled to use the Recapture Spaces in accordance with Section 3.2.1.2 above, the Bank Parcel Owner's Pro Rata Share for purposes only of the allocation of real estate taxes allocable to the Parking Lot shall be increased (and the Malnati Parcel Owner's Pro Rata Share shall be decreased accordingly), based on the number of Recapture Spaces the Bank Parcel Owner is entitled to use pursuant to Section 3.2.1.2 above, to the following percentages:

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<u>Number of Recapture Spaces Bank Parcel Owner is Entitled to Use</u>	<u>Bank Parcel Owner's Pro Rata Share</u>
1-5	60%
6-10	70%
11-14	75%

In no event shall the Parties share of the Operating Expenses due and payable under this Agreement be modified in connection with the Bank Parcel Owner's exercise of the Recapture Right.

4.3 Operating Expenses.

4.3.1 **Allocation of Operating Expenses.** The Bank Parcel Owner shall reimburse the Parking Lot Owner for an amount equal to the Bank Parcel Owner's Pro Rata Share of all of the reasonable costs and expenses (collectively, "**Operating Expenses**") incurred by the Parking Lot Owner in performing (or causing the performance of) the Parking Lot Maintenance or incurred by the Parking Lot Owner in connection with the operation of the Parking Lot (including, without limitation, the cost of complying with laws applicable to the Parking Lot, the cost of obtaining insurance with respect to the Parking Lot, the cost of monitoring use as described in Section 3.3 above, and any other costs and expenses incurred by the Parking Lot Owner in connection with the Parking Lot), other than real estate taxes, which will be paid by the Parties in accordance with Section 4.2 above. To the extent that the services rendered by any Person in connection with any Parking Lot Maintenance are performed at the same time with respect to the Main Parcel or the Annex Parcel, the Person providing such services shall be requested to allocate its charges between services rendered to the Parking Lot and services rendered to the Main Parcel or the Annex Parcel, and such allocation shall be subject to the reasonable review and approval by the Parties. In the event that the Person providing such services does not so allocate the bill, the Parking Lot Owner shall propose a fair and equitable allocation of the bills for such services, and the same shall be subject to the reasonable approval by the Bank Parcel Owner.

4.3.2 **Budget.** Prior to each calendar year, the Parking Lot Owner shall furnish to the Bank Parcel Owner a budget reasonably estimating the Operating Costs for such year. The Bank Parcel Owner shall pay its Pro Rata Share of the estimated annual Operating Expenses in quarterly installments in advance on the first day of each January, April, July and October, but shall not be required to make any such payment earlier than thirty (30) days after the Bank Parcel Owner has received the annual budget. Within ninety (90) days after the end of each calendar year, the Parking Lot Owner shall furnish to the Bank Parcel Owner an accounting of all Operating Expenses for such prior calendar year, together with copies of such invoices, billing statements, receipts and other backup information as the Bank Parcel Owner may reasonably require. In the event that the estimated Pro Rata Share of the Operating Expenses paid by the Bank Parcel Owner with respect to any such calendar year exceeds its Pro Rata Share of the actual Operating

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Expenses for such calendar year, the Parking Lot Owner shall refund the excess. In the event that the Bank Parcel Owner's Pro Rata Share of the actual Operating Expenses with respect to any such calendar year exceeds the estimated amounts previously paid by the Bank Parcel Owner with respect thereto, the Bank Parcel Owner shall, within thirty (30) days of delivery of such annual accounting of Operating Expenses, pay the deficiency to the Parking Lot Owner.

4.4 Late Payment Charge. Any amount owed by one Party to the other hereunder which is more than ten (10) days past due shall be subject to a late payment charge of ten percent (10%). Each Party that is obligated to make any such payment acknowledges that the late payment of any charge will cause the other Party to incur certain costs and expenses not otherwise contemplated, the exact amount of such costs being extremely difficult and impractical to fix. Such costs and expenses will include, without limitation, administrative and collection costs, processing and accounting expenses and other costs and expenses necessary and incidental thereto. It is, therefore, agreed that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to the party who has not received such payment for its loss suffered by such nonpayment. The late charge provisions contained herein are in addition to and do not diminish or represent a substitute for any or all of a Party's other rights to enforce the provisions of this Agreement. In addition, for as long as such amount remains unpaid more than ten (10) days after the date when due, such unpaid amount shall bear interest at the Default Rate.

ARTICLE V COMPLIANCE WITH LAWS

5.1 Compliance With Laws. Each Party covenants and agrees that it will not use its respective Parcel(s), or any part thereof, or any building or other improvement thereon, in violation of the laws of the United States of America, the State of Illinois, or the ordinances, regulations or requirements of the local municipal or county governing body or other lawful authorities having jurisdiction over its Parcel or any conditions, and restrictions affecting its Parcel including, but not limited to, this Agreement, and any amendments or modifications thereto approved by the Parties.

ARTICLE VI OPERATION AND MAINTENANCE OF PARKING LOT, INCLUDING THE ATM PARCEL

6.1 Operation and Maintenance of Parking Lot. The Parking Lot Owner shall maintain and repair (including, without limitation, making any necessary replacements), or shall cause to be maintained and repaired, the Parking Lot (including snow removal and, when reasonably necessary, repaving, resurfacing and restriping of the Parking Lot) and the lighting, signage and landscaping thereon, including the ATM Parcel (but not the ATM Facilities), and keep them in first-class order, condition, and repair, free of rubbish and other hazards to persons using such area, and properly lighted (collectively, the "**Parking Lot Maintenance**"). The Parking Lot Owner will have the right to select from time to time a person or persons other than the Parking Lot Owner to operate and maintain the Parking Lot, including the ATM Parcel (but not the ATM Facilities), provided that such selection will not diminish the Parking Lot Owner's

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obligations to maintain and operate the Parking Lot, including the ATM Parcel (but not the ATM Facilities).

6.2 Initial Parking Lot Maintenance. Within 60 days following the later to occur of (a) full execution of this Agreement and (b) the date that Malnati acquires fee simple title to the Parking Lot, the Parking Lot Owner shall reseal and restripe the Parking Lot where necessary to put the same in good condition and perform any repairs necessary to put the Parking Lot in good condition (herein the “**Initial Parking Lot Maintenance**”). The cost and expenses associated with the performance of the Initial Parking Lot Maintenance shall be included as an Operating Expense and payable by the Bank Parcel Owner consistent with Section 4.3 of this Agreement.

6.3 Changes in Parking Lot. The Parking Lot Owner reserves the right from time to time (i) to close temporarily the Parking Lot in connection with the performance by the Parking Lot Owner of its repair and maintenance obligations or to prevent the acquisition of prescriptive rights, (ii) to make changes to the Parking Lot, provided, however, that no such changes may materially adversely affect any of the Bank Easements (other than on a temporary basis during the performance of such changes) unless approved in writing by the Bank Parcel Owner and provided further that the Parking Lot Owner shall maintain the Parking Lot as surface parking, and (iii) to do and perform such other acts and make such other changes in, to or with respect to the Parking Lot as the Parking Lot Owner may, in the exercise of sound business judgment, reasonably deem to be appropriate; provided, however, that (a) in the exercise of its rights under this Section 6.2, the Parking Lot Owner shall use commercially reasonable efforts (which shall include overtime work) to minimize the times at which any Bank Easement is not available, and (b) the Parking Lot Owner shall give the Bank Parcel Owner not less than thirty (30) days’ prior written notice of any action to be taken by the Parking Lot Owner that would be reasonably likely in any way to materially interfere with the Bank Easements (or such lesser notice as may be appropriate in an emergency) and shall cooperate with the Bank Parcel Owner in scheduling and planning such actions to minimize the adverse impact on the Bank Easements, and (c) the Parking Lot Owner shall maintain the Parking Lot as surface parking.

ARTICLE VII RESTORATION

7.1 Restoration. If, at any time during the term of this Agreement all or any portion of the Parking Lot is damaged or destroyed by any casualty, the Parking Lot Owner agrees, at its sole cost and expense, to commence within thirty (30) days after such damage or destruction, subject to Force Majeure, or sooner if possible, and thereafter to use due diligence to complete, the repair, restoration or replacement of the Parking Lot.

ARTICLE VIII CONDEMNATION

8.1 Partial Taking. In the event any portion, but less than all, of the Parking Lot is taken as a result of any Condemnation, the Parking Lot Owner shall, to the extent reasonably practicable, promptly restore the balance of the Parking Lot to a complete and usable condition such that the Bank Parking Spaces will, to the extent reasonably practicable, equal forty (40) spaces and that there will be as many Malnati Parking Spaces as may be reasonably practicable,

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under the circumstances. In the event there is not enough usable land available to restore the Bank Parking Spaces, the number of the Bank Parking Spaces shall be reduced to the number of spaces remaining after the Condemnation.

8.2 Total Taking. In the event the entire Parking Lot is taken as a result of any Condemnation, this Agreement shall terminate.

8.3 Award. If the Parking Lot or any portion thereof is taken by Condemnation, the Bank Parcel Owner, the Malnati Parcel Owner and the Parking Lot Owner shall share in the damages and the award, with the Bank Parcel Owner's share to be determined based on the lost value of any of the Bank Easements that are taken and the Malnati Parcel Owner's share to be determined based on the lost value of the Malnati Parking Easement that is taken. The Bank Parcel Owner and the Malnati Parcel Owner shall, however, make such award available to the Parking Lot Owner for the performance of restoration provided in Section 8.1.

ARTICLE IX TRANSFER OR CONVEYANCE

9.1 Definitions. As used in this Agreement, the following terms shall have the following respective meanings:

9.1.1 "Transfer" shall mean a conveyance by way of sale, assignment, grant or transfer, but not a mortgage or deed of trust

9.1.2 "Transferor" shall mean the seller, assignor, grantor or transferor in a particular Transfer.

9.1.3 "Transferee" shall mean the purchaser, assignee, grantee or transferee in a particular Transfer.

9.2 All Transfers. All transfers by a Party, as used in this Agreement, (including the successors in interest to the Parcel(s)) shall comply with the following:

9.2.1 Transfer of Entire Interest. In the event of the Transfer of the whole of the interest of any of the Parties in and to a Parcel (including, in the case of Malnati, either the Malnati Parcel or the Parking Lot) in which such Party presently has an interest, without retaining any beneficial interest other than under the terms of a deed of trust or mortgage or without simultaneously acquiring a new interest by way of leasehold, life estate or other possessory interest, then the powers conferred upon such Party with respect to the Parcel so transferred shall be deemed Transferred to and the obligations hereunder assumed by such Transferee,

9.2.2 Retention of Leasehold Interest. In the event the whole of the interest of such Party in and to the Parcel (including, in the case of Malnati, either the Malnati Parcel or the Parking Lot) in which it has a present interest be Transferred but a new interest is created in such Party simultaneously with such transfer by way of leasehold or similar possessory arrangement, or in the event such Party shall Transfer its interest in said Parcel or any part thereof by deed of trust or other security instrument as security for

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indebtedness, then none of the powers or obligations conferred upon such Party pursuant with the interest assigned, transferred or conveyed by such Party, but all of the powers and obligations herein referred to shall remain in such Party so long as it retains any possessory interest in and to said Parcel other than as a beneficiary under the terms of a deed of trust or mortgage.

9.2.3 Multiple Ownership. In the event any of the Parties shall Transfer its interest in a Parcel (including, in the case of Malnati, either the Malnati Parcel or the Parking Lot) or a portion of such Parcel in such manner as to vest its interest in such Parcel or a portion of such Parcel in more than one Person, then not less than fifty-one percent (51%) in interest of such Transferees (with such percentage being determined by reference to the respective ownership interests in such Parcel or portion thereof, and not by reference to the number of Transferees) shall designate one of their number (or, in the case of a condominium development, the condominium association) to act on behalf of all of such Transferees in the exercise of the powers granted to such Party under this Agreement with respect to the Parcel or portion thereof so transferred. So long as such designation remains in effect, such designee shall be a Party hereunder and shall have the power to bind such Parcel and such Transferees, and such Transferees shall not be deemed to be Parties. Any such designation must be in writing and served upon the other Parties hereto by registered or certified mail, and must be recorded in the Official Records. In the absence of such written designation, the acts of the Party whose interest is so divided with respect to the exercise of the powers vested by this instrument shall be binding upon all Persons having an interest in such Parcel until such time as written notice of such designation is given and recorded in the official Records.

9.2.4 Release. Whenever the rights, powers and obligations conferred upon any of the Parties are transferred as permitted herein, the Transferor shall be released or discharged from the obligations thereafter accruing under the terms of this Agreement (but, notwithstanding the provisions of Section 13.21, shall be personally liable for any accrued obligations), and the Transferee(s) of such interest shall be bound by the covenants and restrictions herein contained accruing from and after the date of such Transfer. Notwithstanding the foregoing, no such Party shall be so released until notice of such Transfer has been given in the manner set forth below, at which time the Transferor's personal liability for obligations which have not yet accrued shall terminate. A Party transferring all or any portion of its interest in a Parcel shall give notice to the other Party of such Transfer and shall include therein at least the following information: (a) the name and address of the new Party, and (b) a copy of the legal description of the Parcel or portion thereof subject to such Transfer. Until notice of such Transfer is given, the Transferor shall (for purposes of this Agreement only) be deemed to be the Transferee's agent.

9.2.5 Effect of Recapture. Notwithstanding any terms or provisions to the contrary in this Agreement, the Bank Parcel Owner acknowledges and agrees that the Recapture Right is personal to JPMorgan Chase Bank, N.A., or any Affiliate of JPMorgan Chase Bank, N.A. (individually a "**Chase Party**" and collectively herein, the "**Chase Parties**") and further acknowledges and agrees that if the Bank Parcel is transferred to any person or entity other than a Chase Party, that the Recapture Right and

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any Extended Hours Recapture Easement shall be null and void and the Bank Parcel Owner shall have no further rights under Section 3.2.1.2 of this Agreement. For purposes hereof, the term “**Affiliate**” shall mean a party controlling, controlled by or under common control with JPMorgan Chase Bank, N.A., and the term “**control**” shall mean the possession (directly or indirectly) of the power to direct or cause the direction of the management and policies of the applicable entity through the ownership of voting shares/rights of such entity.

ARTICLE X INDEMNIFICATION AND INSURANCE

10.1 Liability Coverage.

(a) Except as otherwise provided herein, the Bank Parcel Owner shall at all times carry (or cause to be carried) (i) commercial general liability insurance covering its legal liability in connection with claims for personal injury or death and property damage incurred upon or about the Bank Easements in commercially reasonable amounts (but not less than \$2,000,000) in accordance with the requirements of this Article and (ii) workers’ compensation insurance as required by statute, and employer’s liability insurance with a limit of not less than \$1,000,000. Except as otherwise provided herein, the Parking Lot Owner, the Malnati Parcel Owner and the Annex Parcel Owner shall be shown as additional insureds on the Bank Parcel Owner’s commercial general liability insurance for personal injury or death and property damage incurred on or about the Bank Easements. The Bank Parcel Owner’s insurance shall be primary with respect to any claims for personal injury or death and property damage incurred upon or about the Bank Easements. Notwithstanding the foregoing, as long as JPMorgan Chase Bank, N.A. or any Affiliate of JPMorgan Chase Bank, N.A. is the owner of the Bank Parcel, the Bank Parcel Owner may elect to self-insure and JPMorgan Chase Bank, N.A.’s failure (or the failure of any Affiliate of JPMorgan Chase Bank, N.A.) to provide proof of insurance required herein in the time and manner required shall be deemed its election to self-insure.

(b) The Malnati Parcel Owner shall at all times carry (or cause to be carried) (i) commercial general liability insurance covering its legal liability in connection with claims for personal injury or death and property damage incurred on or about the Malnati Parking Easement in commercially reasonable amounts (but not less than \$2,000,000) in accordance with the requirements of this Article and (ii) workers’ compensation insurance as required by statute, and employer’s liability insurance with a limit of not less than \$1,000,000. The Parking Lot Owner, Annex Parcel Owner and the Bank Parcel Owner shall be shown as additional insureds on the Malnati Parcel Owner’s commercial general liability insurance for personal injury or death and property damage incurred on or about the Malnati Parking Easement. With respect to the insurance carried by the Malnati Parcel Owner under this Section 10.1(b) and that carried by the Parking Lot Owner under Section 10.1(c), the Malnati Parcel Owner’s insurance shall be primary with respect to claims for personal injury or death and property damage incurred on or about the Malnati Parking Easement.

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(c) The Parking Lot Owner shall at all times carry (or cause to be carried) (i) commercial general liability insurance covering its legal liability in connection with claims for personal injury or death and property damage incurred upon or about the Parking Lot, in commercially reasonable amounts (but not less than \$2,000,000) in accordance with the requirements of this Article and (ii) workers' compensation insurance as required by statute, and employer's liability insurance with a limit of not less than \$1,000,000. The Bank Parcel Owner, Annex Parcel Owner and the Malnati Parcel Owner shall be shown as additional insureds on the Parking Lot Owner's commercial general liability insurance for personal injury or death and property damage incurred on or about the Parking Lot.

(d) Each of the Parties hereby releases and waives (on behalf of itself and its insurers) all rights and claims against the other Party for all losses to the extent covered by the waiving Party's workers' compensation or employer's liability policies (or would have been covered if the pertinent Party had carried the insurance required to be carried by it under this Lease).

10.2 Insurance Requirements. All policies of insurance required under this Article X shall be issued by financially responsible insurance companies qualified to do business in the state of Illinois. Certificates of such policies shall be delivered by the Party required to carry such insurance to the other Party promptly after request. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained in a like manner and to like extent. All public liability and other casualty policies shall be written as primary policies, not contributing with or secondary to other coverage. Notwithstanding any terms to the contrary contained herein, it is understood and agreed that as long as the JPMorgan Chase Bank, N.A., or any Affiliate of JPMorgan Chase Bank, N.A., is the owner of the Bank Parcel, in lieu of a certificate of insurance, the Bank Parcel Owner shall be permitted to provide the Parking Lot Owner and the Malnati Parcel Owner to the extent applicable hereunder, access to a web-based memorandum of insurance ("MOI") or Evidence of Coverage ("EOC") evidencing coverages in force. The Parking Lot Owner and the Malnati Parcel Owner shall accept the MOI and/or EOC as the Bank Parcel Owner's evidence of insurance, as long as such MOI or EOC provides the same information as a certificate of insurance would provide.

10.3 Indemnity.

(a) The Bank Parcel Owner hereby agrees to indemnify, defend and hold harmless the Parking Lot Owner and the Malnati Parcel Owner from and against all damage, liability, claims, costs and expenses (including reasonable attorneys' fees) incurred by the Parking Lot Owner or the Malnati Parcel Owner in connection with the use of the Parking Lot, including the ATM Parcel and ATM Facilities, by the Bank Parcel Owner or its Permittees, including any action or proceedings brought, arising from or as a result of the death of or any accident, injury, loss or damage whatsoever caused to any Person or to the property of any Person as may occur on or about the Parking Lot by reason of any act or omission of the Bank Parcel Owner or its Permittees.

(b) The Malnati Parcel Owner hereby agrees to indemnify, defend and hold harmless the Parking Lot Owner and the Bank Parcel Owner from and against all

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damage, liability, claims, costs and expenses (including reasonable attorneys' fees) incurred by the Parking Lot Owner or the Bank Parcel Owner in connection with the use of the Parking Lot by the Malnati Parcel Owner or its Permittees, including any action or proceedings brought, arising from or as a result of the death of or any accident, injury, loss or carnage whatsoever caused to any Person or to the property of any Person as may occur on or about the Parking Lot by reason of any act or omission of the Malnati Parcel Owner or its Permittees.

(c) The Parking Lot Owner hereby agrees to indemnify, defend and hold harmless the Bank Parcel Owner and the Malnati Parcel Owner from and against all damage, liability, claims, costs and expenses (including reasonable attorneys' fees) incurred by the Bank Parcel Owner or the Malnati Parcel Owner in connection with the use of the Parking Lot by the Parking Lot Owner or its Permittees (excluding the Bank Parcel Owner and its Permittees and the Malnati Parcel Owner and its Permittees), including any action or proceedings brought, arising from or as a result of the death of or any accident, injury, loss or damage whatsoever caused to any Person or to the property of any Person as may occur on or about the Parking Lot by reason of any act or omission of the Parking Lot Owner or its Permittees (excluding the Bank Parcel Owner and its Permittees and the Malnati Parcel Owner and its Permittees).

10.4 Waiver of Subrogation. Each Party hereby waives (the "**Waiving Party**") any rights the Waiving Party may have against the other Parties (including but not limited to a direct action for damages) on account of any loss or damage suffered by the Waiving Party (whether or not such loss or damage is caused by the fault, negligence or other tortious conduct, acts or omissions of the other Parties or their respective Permittees), to their respective property, respective Parcels and the improvements thereon, its contents or to any other portion of the same arising from any risk covered by or which could be covered by customary "All Risk" forms of insurance. The Parties hereto each, on behalf of their respective insurance companies insuring the property of such Parties against any such loss, waive any right of subrogation that such Parties or the respective insurers may have against the other or their respective Permittees and all rights of their respective insurance companies based upon an assignment from its insured. Each Party to this Agreement agrees to give each such insurance company written notification of the terms of the mutual waivers contained in this Section and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of such insurance coverage by reason of said waivers. The foregoing waiver shall be effective whether or not the Parties maintain the insurance or give written notice of the waivers contained herein to their insurance companies.

ARTICLE XI DEFAULT AND REMEDIES

11.1 Notice and Care. A default shall occur under this Agreement if any Party (a "**Defaulting Party**") shall fail to perform any of the terms, provisions, covenants or conditions to be performed or complied with by the Defaulting Party pursuant to this Agreement and any such failure shall remain uncured for a period of thirty (30) days after another Party (the "**Non-Defaulting Party**") shall have served upon the Defaulting Party written notice of such failure; provided that no default shall occur if: (a) the default is of such character as to reasonably require more than thirty (30) days to cure and the Defaulting Party shall commence to cure such default

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within said thirty (30) day period and shall continuously and diligently cure such default after commencing such cure, or (b) a separate notice and remedy provision is specifically provided elsewhere in this Agreement for such default and the Defaulting Party complies with and cures under said provision. Notwithstanding the foregoing, if the failure of the Defaulting Party relates to a matter which is of an emergency nature involving immediate threat of damage or injury to persons or property, or would have a material effect on a Non-Defaulting Party's operation of its business on its Parcel, then (i) the applicable Non-Defaulting Party, at its option, may perform any such term, provision, covenant, or condition, or make any such payment required to cure such emergency provided that such Non-Defaulting Party provides the Defaulting Party with notice of such failure within 48 hours after such Non-Defaulting Party discovers the same, (ii) the Defaulting Party shall promptly reimburse such Non-Defaulting Party for all such expenses and costs reasonably incurred, and (iii) such Non-Defaulting Party shall not be liable or responsible for any loss or damage resulting to the Defaulting Party on account of such cure, except to the extent of such Non-Defaulting Party's intentional misconduct or gross negligence.

11.2 **Default Interest.** Interest shall accrue on sums owed by a Defaulting Party to a Non-Defaulting Party and shall be payable from the date any such sum first became due hereunder until paid in full, at a rate of interest (the "**Default Rate**") equal to the lesser of: (a) the floating rate which is equal to five percent (5%) per annum in excess of the annual rate of interest from time to time announced by the largest federally insured bank in Chicago, Illinois, as its corporate base rate or so called prime rate of interest, or (b) the then maximum lawful rate of interest in Illinois applicable to the capacity of the Defaulting Party and the nature of the debt. In the event a corporate base rate is not announced, and no maximum lawful rate applies, then the Default Rate shall equal the lesser of (i) eighteen percent (18%) per annum, or (ii) the then maximum lawful rate of interest in Illinois applicable to the capacity of the Defaulting Party and the nature of the debt.

ARTICLE XII HAZARDOUS AND TOXIC MATERIALS

12.1 **From the date of this Agreement, each Party agrees as to its respective Parcel, and other improvements thereon, with respect to hazardous and toxic materials as follows:**

12.1.1 **Use.** Each Party shall at all times comply with all state, federal and local laws, rules, regulations, ordinances and statutes governing the use and disposal of hazardous or toxic materials. If any Party's Parcel is contaminated by any hazardous or toxic materials during the term of this Agreement, then such Party shall (i) promptly notify the other Party or Parties in writing of such contamination, and (ii) proceed in a commercially reasonable manner to take steps to (a) avoid further damage from, or spreading of, such hazardous and toxic material contamination, and (b) remediate such contamination (it being acknowledged that commercially reasonable steps to remediate may involve pursuing the responsible party before clean-up is commenced under certain circumstances).

12.1.2 **Indemnity.** Each Party agrees to indemnify, defend and hold the other Parties and their respective tenants, lenders, officers, employees, and agents harmless

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from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, reasonable attorneys' fees), resulting from, arising out of, related to, or based upon the violation, or alleged violation by the indemnifying party, after the date of this Agreement, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of such Hazardous Materials on, under, in or about, to or from, each respective Party's Parcel. This indemnity shall include, without limitation, any damage, liability, fine, penalty, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment.

ARTICLE XIII MISCELLANEOUS

13.1 **Notices.** All notices, approvals, consents, or requests given or made pursuant to this Agreement shall be in writing and either (i) sent by a nationally recognized overnight courier, (ii) personally delivered, or (iii) sent by registered or certified mail with the postage prepaid. Notices sent by a nationally recognized overnight courier or personally delivered shall be deemed delivered on the date of delivery. Notices certified or registered mail shall be deemed delivered three (3) business days after deposit with the U.S. Mail, as applicable. Notices to Malnati shall be addressed to Sashet, LLC c/o The Malnati Organization, Inc., 3685 Woodhead Drive, Northbrook, Illinois 60062, Attn: President and Comptroller, with a copy to Neal, Gerber & Eisenberg LLP, Two North LaSalle St., Suite 1700, Chicago, Illinois 60602, Attn: Ellen B. Friedler. Notices to the Annex Parcel Owner shall be addressed to Big Papa Project, LLC c/o The Malnati Organization, Inc., 3685 Woodhead Drive, Northbrook, Illinois 60062, Attn: President and Comptroller, with a copy to Neal, Gerber & Eisenberg LLP, Two North LaSalle St., Suite 1700, Chicago, Illinois 60602, Attn: Ellen B. Friedler. Notices to the Bank shall be addressed to JPMorgan Chase Lease Administration, 1111 Polaris Parkway, Suite 1J, Mail Code OH1-0241, Columbus, Ohio 43240, Attn: Lease Administration Manager, with copies to: JPMorgan Chase Bank, N.A., 237 Park Avenue, 12th Floor, Mail Code: NY1-R066, New York, New York 10017-3140, Attn: Regional Manager of Real Estate, JPMorgan Chase Law Department, 1111 Polaris Parkway, Suite 4P, Mail Code OH1-0152, Columbus, Ohio 43240, Attn: Real Estate Counsel. Such addresses may be changed from time to time by any Party by serving notice as herein provided. Notwithstanding anything to the contrary herein, a Party may give another Party notice of the need for emergency repairs via facsimile or email with confirmation of receipt and deposit of the original notice sent via another method permitted under this Section 13.1. The Parties hereto agree that if, at the time of the sending of any notice required or permitted to be given hereunder, the interests of any Party hereto in a Parcel shall be encumbered by a first mortgage and the other Party hereto has been notified in writing thereof and of the name and address of the mortgagee, a copy of said notice shall also be sent to such mortgagee via a method permitted under this Section 13.1 at the address so given.

13.2 **Binding Effect.** All of the limitations, covenants, conditions, easements, and restrictions contained herein shall attach to, run with and benefit the Parcels and shall benefit and

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be binding upon the successors and assigns of the respective Parties. This Agreement and all the terms, covenants and conditions herein contained shall be enforceable as equitable servitudes in favor of said Parcels and any portion thereof.

13.3 Rules and Regulations. The Parking Lot Owner may establish and enforce reasonable rules and regulations applicable to the Parking Lot.

13.4 Injunctive and Declaratory Relief. In the event of any violation or threatened violation by any Permittee of any Parcel (or any portion thereof) of any of the terms, covenants, conditions, and restrictions herein contained, in addition to any other remedies provided for in this Agreement, the Parties hereto shall have the right to enjoin such violation or threatened violation and to bring an action for declaratory relief in a court of competent jurisdiction.

13.5 Breach Effect on Mortgagee and Right to Cure. Any mortgage affecting any portion of any Parcel shall at all times be subject and subordinate to the terms of this Agreement, and any mortgagee that acquires title to a Parcel by foreclosure or conveyance in lieu thereof shall acquire title to such Parcel subject to all of the terms of this Agreement. Breach of any of the covenants or restrictions contained in this Agreement shall not defeat or render invalid the lien of any mortgage made in good faith, but all of the foregoing provisions, restrictions, and covenants shall be binding and effective against any owner of a Parcel, or any part thereof, who acquires title by foreclosure or trustee's sale or by deed in lieu of foreclosure or trustee's sale; provided, however, that any such owner who acquires title by foreclosure or trustee's sale or by deed in lieu of foreclosure shall only be responsible for those obligations which accrue from and after the date such title is acquired.

13.6 No Partnership. Neither this Agreement nor any acts of the Parties hereto shall be deemed or construed by the Parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the Parties to this Agreement.

13.7 Modification. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by all of the Parties hereto.

13.8 Severability. In the event any term, covenant, condition, provision, or agreement contained herein is held to be invalid, void, or otherwise unenforceable, by any court of competent jurisdiction, such holding shall in no way affect the validity or enforceability of any other term, covenant, condition, provision, or agreement contained herein,

13.9 Governing Law. This Agreement and the obligations of the Parties hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Illinois.

13.10 Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural and vice versa.

13.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement.

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13.12 **Captions.** Article and section titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this agreement or any provisions hereof.

13.13 **Consent.** In any instance in which any Party to this Agreement shall be requested to consent to or approve of any matter with respect to which such Party's consent or approval is required by any of the provisions of this Agreement, such consent or approval or disapproval shall be given in writing, and shall not be unreasonably withheld or delayed, unless the provisions of this Agreement with respect to a particular consent or approval shall expressly provide otherwise.

13.14 **Estoppel Certificate.** Each Party hereby severally covenants that within thirty (30) days following written request of any other Party, it will issue to such other Party, or to any mortgagee, or any other Person specified by such requesting Party, an estoppel certificate stating: (i) whether the Party or signatory to whom the request has been directed has actual knowledge of any default under this Agreement, and if there are known defaults, specifying the nature thereof; (ii) whether to its knowledge this Agreement has been modified or amended in any way (or if it has, then stating the nature thereof); and (iii) that to the Party's or signatory's actual knowledge this Agreement as of that date is in full force and effect. Such statements shall not subject the Party furnishing it to any liability, notwithstanding the negligent or otherwise inadvertent failure of such Party to disclose correct and/or relevant information. However, the Party furnishing the certificate shall not be entitled to assert or enforce any claim against the Person to whom it is issued (or against such Person's property) which is contrary to the statements contained in the certificate if such Person acted in reasonable reliance upon such statement, except to the extent that the Person against whom the claim would be asserted had actual knowledge of facts to the contrary. Any Party who is requested to give an estoppel certificate under this Section may require, as a condition of its obligation to give the estoppel certificate, that the Party on whose behalf the original request was made give a similar estoppel certificate to the Party requested to give an estoppel certificate.

13.15 **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of any Parcel to the general public or for the general public or for any public purpose whatsoever, it being the intention of the Parties hereto that this Agreement shall be strictly limited to and for the purposes herein expressed.

13.16 **Time of Essence.** Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Agreement.

13.17 **Entire Agreement.** This Agreement and the exhibits hereto contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Agreement and Exhibits hereto. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any Party.

13.18 **Excuse for Non-Performance.** Each Party shall be excused from performing any obligation or undertaking provided in this Agreement, except any obligation to pay any sums of money under the applicable provisions hereof, in the event and so long as the performance of any

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such obligation is prevented or delayed, retarded or hindered by any of the following (“**Force Majeure**”): act of God, fire, earthquake, floods, explosion, actions of the elements, war, invasion, insurrection, riot, mob violence, sabotage; inability to procure or general shortage of labor, equipment, facilities, materials or supplied in the ordinary course on the open market; failure of normal transportation; strikes, lockouts, action of labor unions; condemnation, requisition; laws or orders of governmental or civil or military authorities; breach or default of the other Party of any of its obligations hereunder; failure to obtain necessary governmental approvals or permits despite the exercise of due diligence and good faith efforts by a Party; or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of such Party other than the lack of or inability to obtain funds or causes which were reasonably foreseeable, and in connection with the repaving of the Parking Lot by the Parking Lot Owner, shall include delays that result from the unavailability of asphalt for completion of the surface of the Parking Lot, the parties hereby acknowledging that asphalt is generally not available in the Chicago area during all or a portion of the month of November, all of the months of December, January, February and March, and all or a portion of the month of April.

13.19 Waiver of Default. No waiver of any default by any Party to this Agreement shall be implied from any omission by any other Party to take any action in respect of such default if such default continues or is repeated. No express written waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more written waivers of any default in the performance of any term, provision or covenant contained in this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Agreement. The consent or approval by any Party to or of any act or request by any other Party requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar acts or requests. The rights and remedies given to any Party by this Agreement shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or if any other right or remedy at law or in equity which any such Party might otherwise have by virtue of a default under this Agreement, and the exercise of one such right or remedy by any such Party shall not impair such Party’s standing to exercise any other right or remedy. Notwithstanding anything set forth in this Agreement to the contrary, each Party hereby waives any consequential, punitive or special damages.

13.20 Exhibits. The following exhibits are attached to this Agreement and hereby incorporated herein:

- Exhibit “A-1” - Parking Lot
- Exhibit “A-2” - Malnati Parcel
- Exhibit “A-3” - Annex Parcel
- Exhibit “A-4” - Bank Parcel
- Exhibit “B-1” - ATM Parcel
- Exhibit “B-2” - Bank Parking Spaces
- Exhibit “B-3” - Bank Contingent Parking Spaces
- Exhibit “B-4” - Recapture Area/Recapture Spaces

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13.21 **Exculpation.** It is expressly understood and agreed that except as provided in Section 9.2.4 and notwithstanding anything in this Agreement to the contrary, and notwithstanding any applicable law to the contrary, the liability of each Party (the "**First Party**") hereunder (including any successor hereunder) and any recourse by the other Parties to the First Party shall be limited solely and exclusively to the interest of the First Party in and to its Parcel, and neither the First Party, nor any of its constituent partners, subpartners, members, managing members or agents, shall have any personal liability therefor, and each other Party, on behalf of itself and all persons claiming by, through or under such other Party, hereby expressly waives and releases the First Party and such officers, directors, partners, subpartners, members, managing members or agents from any and all personal liability.

13.22 **Bank Representation.** The Bank hereby represents and warrants that it holds fee simple title to the Bank Parcel and that no portion of the Bank Parcel is subject to a mortgage, deed of trust, security deed or other security instrument, ground or underlying lease or similar encumbrance.

13.23 **Effective Date.** Notwithstanding anything to the contrary contained herein, the Easement Agreement as the same existed prior to the date hereof shall govern and control the obligations of the parties hereto accruing prior to the date hereof.

[Signature Page Follows]

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IN WITNESS WHEREOF, Malnati, Annex Parcel Owner and the Bank have caused this Agreement to be executed the day and date first above written.

SASHET, LLC,
an Illinois limited liability company

By: Malnati
Name: MARC A. MALNATI
Title: MGR.

BIG PAPA PROJECT, LLC,
an Illinois limited liability company

By: Malnati
Name: MARC A. MALNATI
Title: MGR

JPMORGAN CHASE BANK, N.A., a national
banking association

By: _____
Name: _____
Title: _____

Property of COOK COUNTY Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, Malnati, Annex Parcel Owner and the Bank have caused this Agreement to be executed the day and date first above written.


SASHET, LLC,
an Illinois limited liability company

By: _____
Name: _____
Title: _____

BIG PAPA PROJECT, LLC,
an Illinois limited liability company

By: _____
Name: _____
Title: _____

JPMORGAN CHASE BANK, N.A., a national
banking association

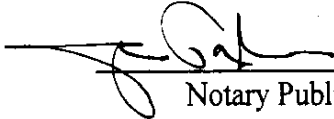
By:  _____
Name: **Maria Kontil**
Title: **Executive Director**

Property of Cook County Clerk's Office

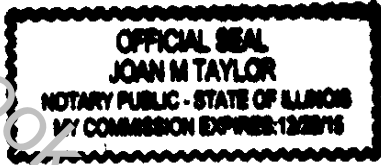
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Now on this 19th day of December, 2012, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Mare Malhotra, Manager of Sashet, LLC, who is personally known to me to be the same person who executed in such capacity the within instrument on behalf of said limited liability company, and who duly acknowledged the execution of the same to be the act and deed of said limited liability company.



Notary Public



UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

Now on this 19th day of November, 2012, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Marc Mahati, manager of Big Papa Project, LLC, who is personally known to me to be the same person who executed in such capacity the within instrument on behalf of said limited liability company, and who duly acknowledged the execution of the same to be the act and deed of said limited liability company.



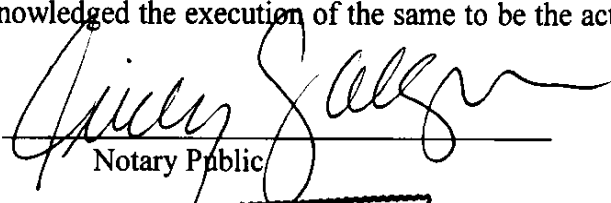
 Notary Public



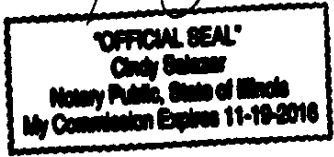
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STATE OF Illinois)
) SS.
COUNTY OF COOK)

Now on this 20th day of December, 2012, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Maria Kontil, Exec. Director of JPMorgan Chase Bank, N.A., who is personally known to me to be the same person who executed in such capacity the within instrument on behalf of said limited liability company, and who duly acknowledged the execution of the same to be the act and deed of said national association.



Notary Public



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EXHIBIT "A-1"

PARKING LOT

Street Address: Parking Lot

PIN: 16-04-120-036 and part of 16-07-120-037

LOT 2 IN THE MORADI SUBDIVISION, BEING A RESUBDIVISION IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 15, 2005 AS DOCUMENT NUMBER 0522745081, IN COOK COUNTY, ILLINOIS.

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EXHIBIT "A-2"

MALNATI PARCEL

Street Address: 1038 Lake Street, Oak Park, Illinois

PIN: 16-07-120-041 and part of 16-07-120-037

THE WEST 40 FEET OF THE SOUTH 210 FEET OF LOT 4 (NOT INCLUDING THE STREET) IN SAMUEL P. SKINNER'S SUBDIVISION OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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EXHIBIT "A-3"

ANNEX PARCEL

Street Address: 1044 Lake Street, Oak Park, Illinois

PIN: 16-07-120-040

THAT PART OF LOT 7 IN KOHN'S SUBDIVISION OF LOT 5 AND THE NORTH 310 FEET OF THE EAST 322.44 FEET OF LOT 6 IN SKINNER'S SUBDIVISION OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF THE EAST 67.3 FEET OF LOT 4 AND THE WEST 47.87 FEET OF LOT 3 IN BLOCK 8 IN KETTLESTRING'S ADDITION TO HARLEM, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SAID SECTION 7, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7; THENCE NORTH 89 DEGREES 39 MINUTES 17 SECONDS WEST ALONG THE SOUTH LINE THEREOF 36.78 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 05 SECONDS EAST 130.12 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 52 SECONDS EAST 5.0 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 14 SECONDS EAST 45.73 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 38 SECONDS EAST 31.80 FEET TO THE EAST LINE OF LOT 7; THENCE SOUTH 00 DEGREES 01 MINUTES 37 SECONDS WEST ALONG SAID EAST LINE 176.04 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

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EXHIBIT "A-4"

BANK PARCEL

Street Address: 142-156 Marion Street, Oak Park, Illinois

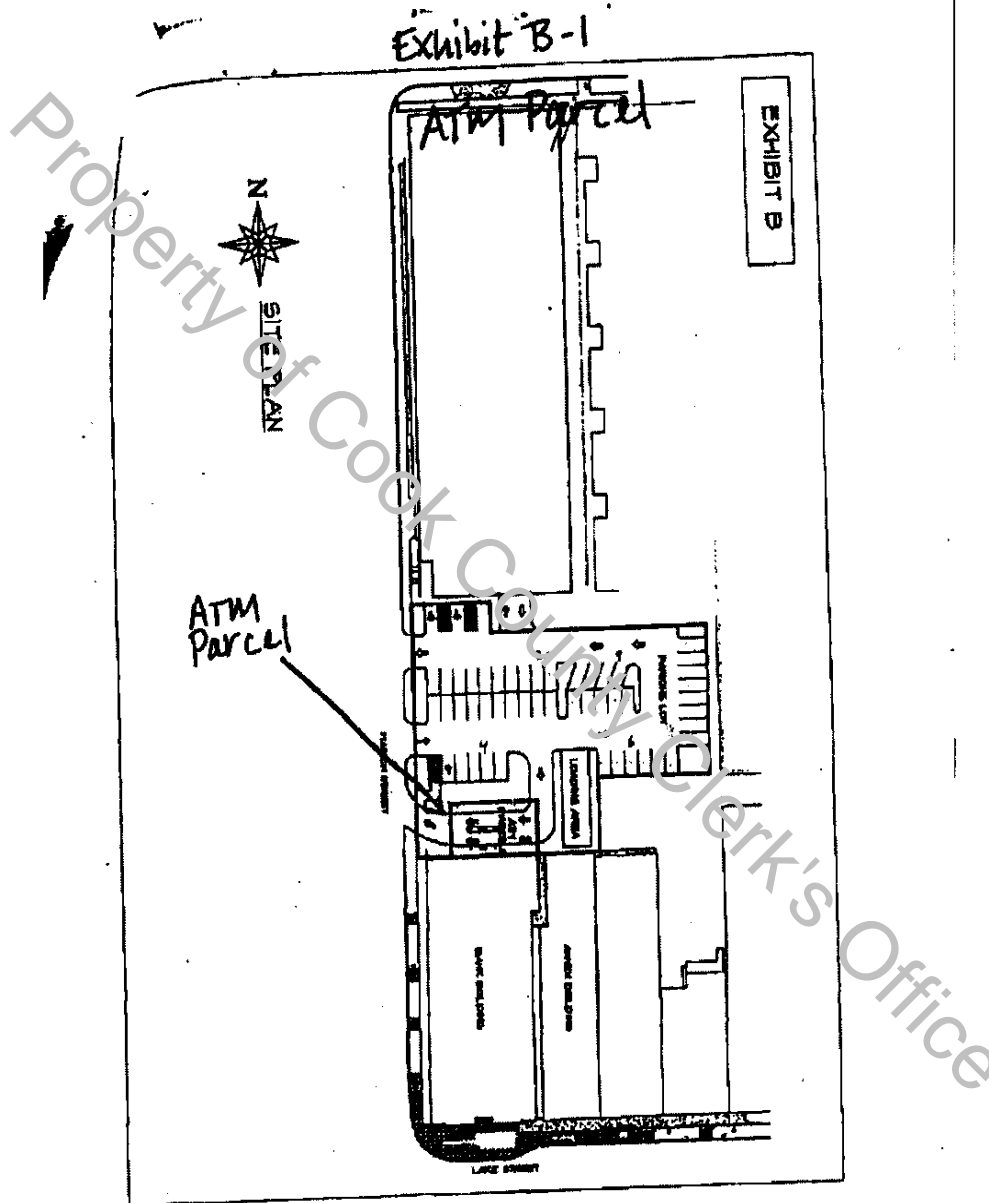
PIN: 16-07-120-038 and 16-07-120-039

That part of Lot 6 in Skinner's Subdivision of land in the Southwest Quarter of the Northwest Quarter of Section 7, Township 39 North, Range 13, East of the Third Principal Meridian, together with part of Lot 7 in Kahn's Subdivision of Lot 5 and the North 310 feet of the East 32.44 feet of Lot 6 in Skinner's Subdivision of Land in the Northwest Quarter of Section 7, Township 39 North, Range 13, East of the Third Principal Meridian, and the East 67.3 feet of Lot 4 and the West 47.87 feet of Lot 3 in Block 8 of Kettle string's Addition to Harlem taken as a tract, described as follows : Beginning at the intersection of the East line of Marion Street and the North line of Lake Street; thence North 00° 00' 00" East along said East line of Marion Street 175.46 feet; thence South 89° 56', 38" East 83.16 feet; thence South 00° 01' 14" East 45.73 feet; thence South 89° 58' 52" West 5.0 feet; thence South 00° 02' 05" West 130.12 feet to the North line of Lake Street; thence North 89° 39' 17" West along said North line 78.10 feet to the point of beginning, in Cook County, Illinois.

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EXHIBIT "B-1"

ATM PARCEL

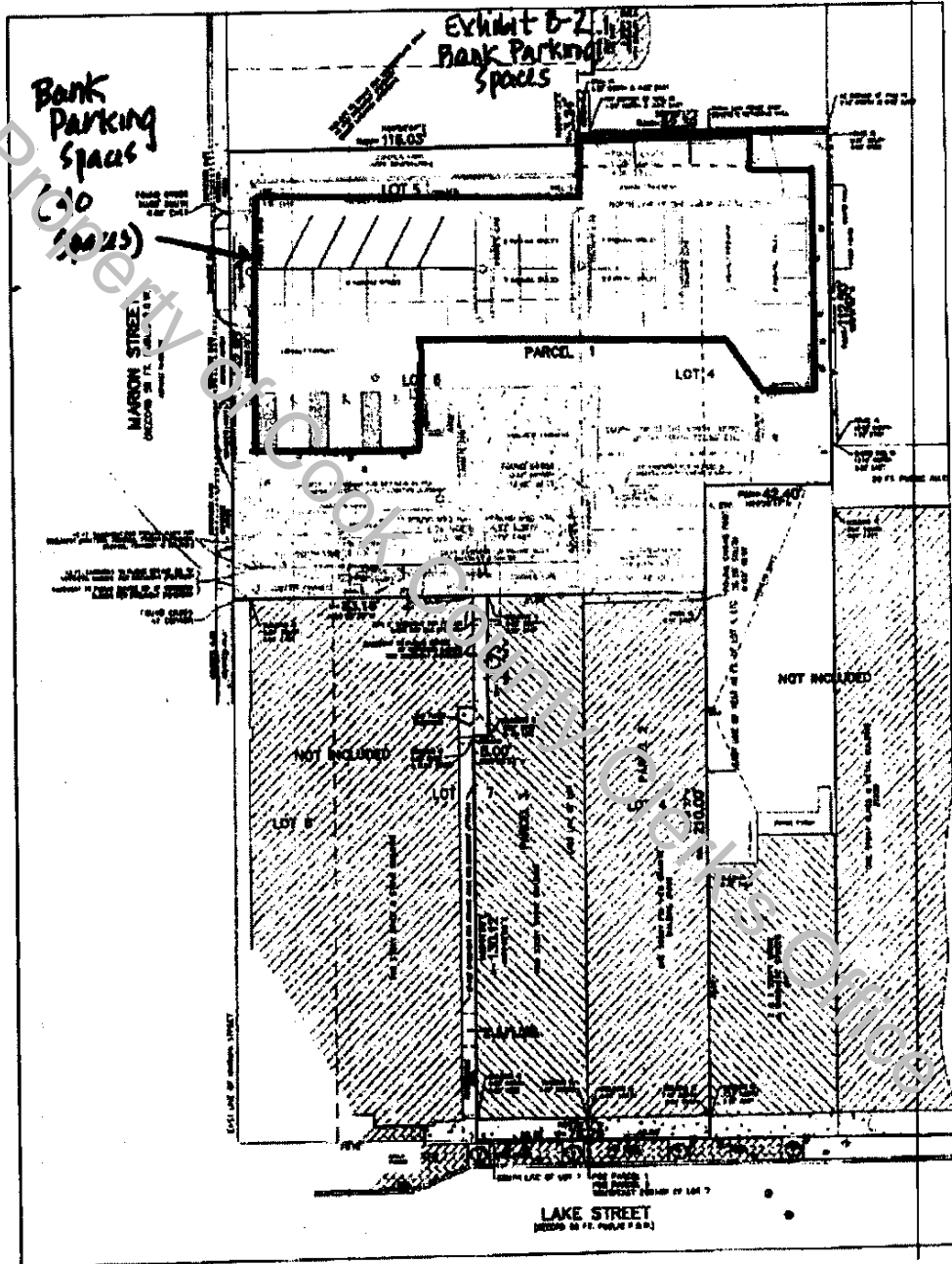


This Site Plan is attached for purposes only of identifying the location of the ATM Parcel and is not intended to represent an accurate depiction of the configuration of the rest of the Parking Lot or improvements thereon.

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EXHIBIT "B-2"

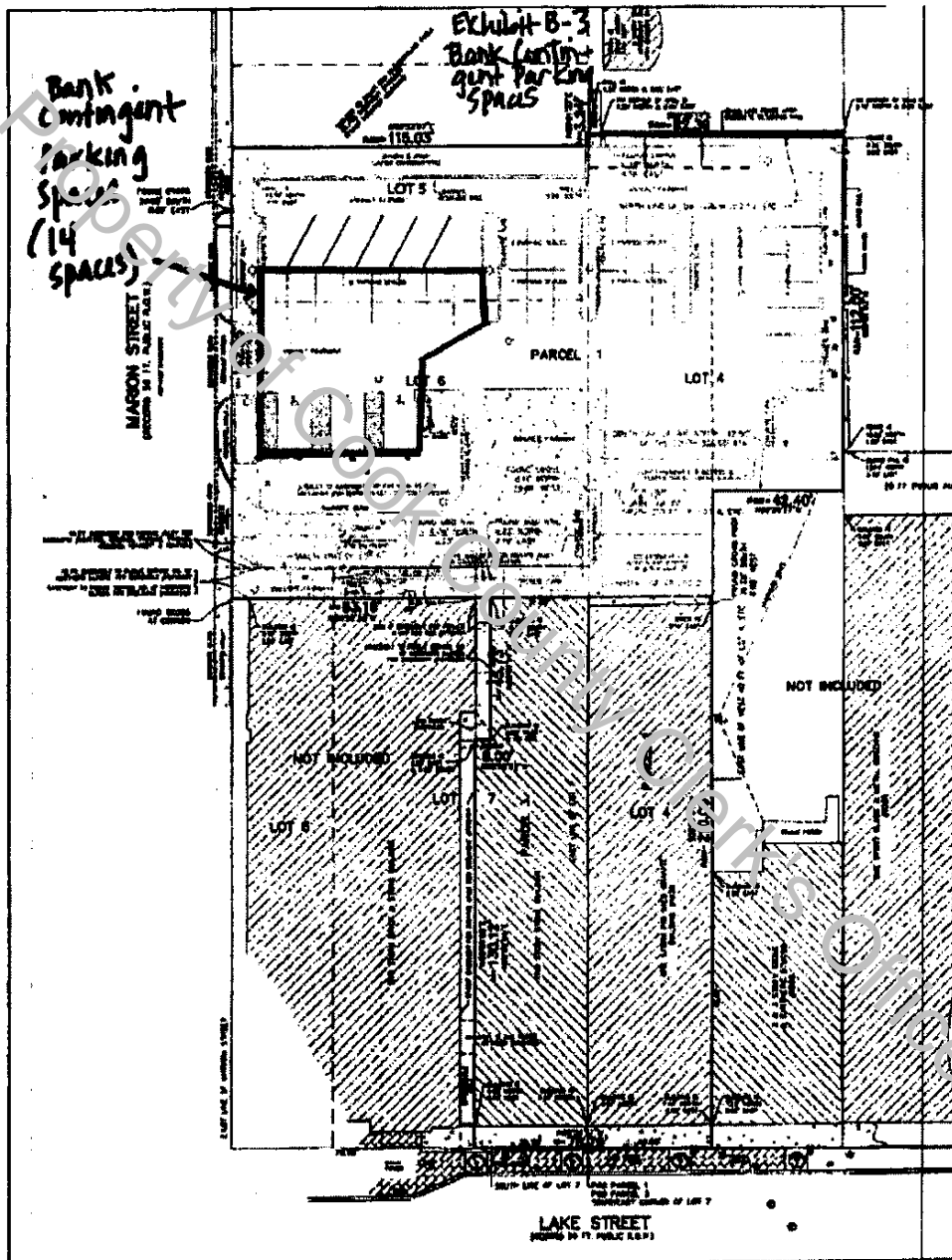
BANK PARKING SPACES



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EXHIBIT "B-3"

BANK CONTINGENT PARKING SPACES



UNOFFICIAL COPY

EXHIBIT "B-4"

RECAPTURE AREA/RECAPTURE SPACES

