



1304433106

This instrument was prepared by and after recording return to:

Doc#: 1304433106 Fee: \$140.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/13/2013 01:43 PM Pg: 1 of 22

Kevin R. Krantz
Stahl Cowen
55 W. Monroe St., Suite 1200
Chicago, Illinois 60603

201263758/20129520
1 of 9 pg

(Information above this line for recording data)

DECLARATION OF RESTRICTIONS AND EASEMENT

THIS DECLARATION OF RESTRICTIONS AND EASEMENTS (the "Declaration") is made this 20th day November, 2012 (the "Effective Date"), by H.A. LANGER & ASSOCIATES, LLC, an Illinois limited liability company, as agent for Hal Series Acquisition Skyway, LLC, an Illinois limited liability company ("HAL") and CAL PARTNERS, LLC SERIES II, an Illinois series limited liability company ("CAL", and hereinafter collectively referred to herein with HAL as the "Declarant").

WHEREAS, HAL is the owner of that certain parcel of land known as Parcel 1, located in the City of Chicago, Cook County, Illinois and legally described on Exhibit "A" attached hereto (referred to as the "Parcel 1") and depicted on the site plan attached hereto as Exhibit "C" ("Site Plan"); and

WHEREAS, the CAL Partners, Series II is the owner of that certain parcel of land known as Parcel 2, located in the City of Chicago, Cook County, Illinois and legally described on Exhibit "B" attached hereto (referred to as the "Parcel 2") and depicted on the site plan attached hereto as Exhibit "C" ("Site Plan"); and

WHEREAS, HAL is successor to Landquest XXXII, LLC, the landlord pursuant to a certain Ground Lease Agreement dated June 2, 2005 whereby ALDI, Inc., an Illinois corporation ("ALDI") is the tenant for Parcel 1; and

WHEREAS, ALDI joins in this Declaration only as to its interest in Parcel 1 and only during the term of its tenancy, as extended, pursuant to the Ground Lease Agreement; and

WHEREAS, CAL Partners, LLC Series II, is the Landlord pursuant to a certain Build to Suit Lease dated November 18, 2011 whereby O'Reilly Automotive Stores, Inc., a Missouri corporation ("O'Reilly") is the tenant for Parcel 2; and

WHEREAS, O'Reilly joins in this Declaration only as to its interest in Parcel 2 and only during the term of its tenancy, as extended, pursuant to the Build to Suit Lease; and

WHEREAS, the Declarant desires to impose certain easements upon the Property, and to establish certain covenants, conditions and restrictions with respect to the Property, for the benefit and complement of the Property and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

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WHEREAS, each subsequent Owner (as hereinafter defined) of a Parcel (as hereinafter defined) or part thereof shall by reason of such ownership automatically accept the duties and obligations to be undertaken and assumed by the Owner of such Parcel and shall be entitled to the rights afforded under this Declaration for such Parcel.

NOW THEREFORE, the Declarant hereby covenants that the Property and all present and future owners and occupants of the Property shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Declaration, so that the Property shall be maintained, kept, sold and used in full compliance with and subject to this Declaration:

AGREEMENTS

1. Definitions. For purposes hereof:

1.1 The term "Parcel" or "Parcels" shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Declaration as described on Exhibit "A" and Exhibit "B". Parcel 1 and Parcel 2 may be collectively and jointly referred to herein as the "Property".

1.2 The term "Permittees" shall mean the tenant(s), owner(s) or occupant(s) of an individual Parcel constituting a part of the Property, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).

1.3 The term "Common Area" shall mean those portions of the Property that are outside of exterior walls of buildings or other structures from time to time located on the Property, and which are either unimproved, or are improved as (without limitation) parking areas, landscaped areas, driveways, roadways, walkways, light standards, curbing, paving, entrances, exits and other similar exterior site improvements.

1.4 The term "Site Plan" shall mean that site plan of the Property as depicted on Exhibit "C". Except as may be otherwise provided in this Declaration, the Site Plan is for identification purposes only.

1.5 The term "Owner" or "Owners" shall mean the owner of the individual Parcels constituting a part of the Property and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property prior to any such foreclosure or acceptance of deed-in-lieu of foreclosure.

1.6 "Common Area Maintenance", which shall be the obligation of the Owner of each Parcel, at its sole cost, shall mean performing such maintenance, cleaning, repair and replacement, as necessary, of the Common Areas and Common Facilities within such Owner's Parcel.

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2. Term.

This Declaration and the easements, rights, obligations and liabilities created hereby shall be perpetual to the extent permitted by law. If this perpetual term is held to violate any rule against perpetuities or similar rule or law, the term hereof shall be deemed to be valid only until 21 years after the death of all descendants of the current City of Chicago Mayor Rahm Emanuel who are living on the date of this Declaration.

3. Grant of Access Easement.

3.1 Access Easement. The Declarant hereby grants for the benefit of the Owners, Permittees, heirs, successors in interest, Tenants and Ground Lessees, and all other persons lawfully claiming thereunder, a perpetual non-exclusive easement for Ingress and Egress, to and from public rights of way and over any and all roads constructed on the Property. This easement grant, however, shall not prevent Declarant or its successors from relocating the roads from time to time, but at all times Declarant shall provide reasonable access for vehicular traffic to and from each Parcel described herein. This grant is not meant to grant any rights of use over the Property to any Owner, Permittee or occupant other than for purposes of ingress and egress.

(a) ALDI, during the term of ALDI's leasehold interest to Parcel 1, shall have the right and privilege to (a) prohibit commercial or charitable solicitation, advertising, dissemination of handbills or picketing on Parcel 1; and (b) designate from time to time a portion of Parcel 1, approximately 2000 square feet in size, as Controlled Access Property (hereinafter "CAP") for its sole and exclusive use, including such activities set out in (a) above. ALDI has the right to post Parcel 1 with "no solicitation" signs and/or signs indicating the above described restrictions, such as "this area designated for ALDI's shoppers only". ALDI will permit limited use over and across the roadways, trafficways and parking areas as they shall exist from time to time in the CAP for business reasons of those entitled thereto subject to ALDI's reserved rights herein. Except as provided herein, ALDI shall have full and complete right to control, regulate and limit access to the CAP, including the right to use of the CAP for such commercial or charitable solicitation, advertising, dissemination of handbills or picketing and any other lawful activity by persons other than customers, employees or vendors of ALDI.

(b) Subject to approval by all applicable governmental authorities, relocations of portions of the Common Areas located on an Owner's Parcel shall be permitted hereunder (as to the portion thereof located on their respective Parcels), provided that (1) such relocation does not materially and adversely affect the other Owner's full use and enjoyment of the easement and rights granted herein; (2) following such relocation the access provided over the relocated portions of the Common Areas shall be reasonably equivalent to the access afforded by such portion of the Common Areas prior to such relocation; and (3) during the term of ALDI's leasehold interest in Parcel 1, the existing driveway installed by ALDI pursuant to the Ground Lease Agreement and incorporated in the Site Plan connecting to 106th Street shall not be relocated or materially changed without ALDI's advance written approval.

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4. Maintenance.

4.1 Maintenance and Repair.

(a) Each Owner shall be responsible for keeping the Common Areas on its own Parcel clean and free from refuse and rubbish. Each Owner shall maintain, repair and replace all improved portions of the Common Areas located on its respective Parcel, to keep such areas at all times in a safe, sightly, good and functional condition. Any landscaped areas on the respective Common Areas shall be mowed and otherwise tended to by the Owner thereof. If any roadway or other accessway is blocked or impaired as the result of an Owner's failure to clear ice and snow or otherwise maintain its Parcel any other affected Owner shall have the right to enter onto such Owner's Parcel to clear or maintain such Parcel as may be necessary for the proper operation of its business. The cost of such clearing or maintenance may be charged to the Owner of the Parcel failing to provide proper maintenance and be payable within fifteen (15) days following demand with interest accruing thereafter at the Interest Rate (as hereinafter defined) and the provisions of this Declaration respecting the creation of an equitable charge and continuing lien shall apply.

(b) Following the construction of improvements thereon, maintenance of Common Area shall include, without limitation, maintaining and repairing all sidewalks and the surface of the parking and roadway areas, removing all papers, debris and other refuse from and periodically sweeping all parking and road areas to the extent necessary to maintain the same in a clean, safe and orderly condition, maintaining appropriate lighting fixtures for the parking areas and roadways, maintaining marking, directional signs, lines and striping as needed, maintaining landscaping, maintaining signage in good condition and repair, and performing any and all such other duties as are necessary to maintain such Common Area in a clean, safe and orderly condition. Except as otherwise expressly provided in this Declaration, once constructed, in the event of any damage to or destruction of all or a portion of the Common Area on any Parcel the Owner of such Parcel shall, at its sole cost and expense, with due diligence repair, restore and rebuild such Common Area to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Declaration).

(c) Each Owner shall repave, re-stripe and replace markings on the surface of the parking areas and driveways in its Parcel from time to time as and when necessary to provide for the orderly parking of automobiles and shall place and maintain adequate exit and entrance and other traffic control signs to direct traffic in and out of the parking areas. Any striping and other markings shall be consistent with the Site Plan, and the lighting, paving and striping materials shall be consistent with the other Parcels.

(d) Each Owner shall pay, prior to any penalty attaching thereto, all real estate taxes, assessments and personal property taxes, if any, imposed upon the land and improvements and equipment located on its respective Parcel. To the extent that a portion of the Common Areas is located on an Owner's Parcel, such Owner shall pay all real estate taxes, assessments and personal property taxes for those Common Areas. Each Owner shall have the right to contest any such tax or assessment so long as it is contested

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in good faith through appropriate proceedings and the action is diligently pursued. Notwithstanding the foregoing, under no circumstances shall any such contest result in the forfeiture or defeasance of title to the Owner's Parcel by the taxing authority.

(e) Each Owner shall cause the Common Areas and all buildings and improvements located on its Parcel to comply with all applicable requirements of law and governmental regulation applicable thereto, provided however, that an Owner may contest any such law or regulation so long as such contest would not create any material danger of a loss of title to, or impairment in any way of the use of all or any portion of the Common Areas for their intended purposes. Nothing in this Declaration shall be deemed to require an Owner to violate any requirement of law or a governmental regulation.

(f) Each Owner of each Parcel, at its sole cost, shall be responsible for Common Area Maintenance.

5. Restrictions.

5.1 General. Each Parcel shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Parcel which is illegal. In addition to the foregoing, throughout the term of this Declaration, it is expressly agreed that neither all nor any portion of Property shall be used, directly or indirectly, for purposes of a cocktail lounge, bar, tavern, disco, bowling alley, pool hall, billiard parlor, skating rink, roller rink, amusement arcade, children's play or party facility, adult book store, adult theater, adult amusement facility, any facility selling or displaying pornographic materials or having such displays, second hand store, odd lot, closeout or liquidation store, auction house, flea market, educational or training facility, blood bank, sleeping quarters or lodging, the outdoor housing or raising of animals, the sale, leasing or storage of automobiles, boats or other vehicles, any industrial use (including, without limitation, any manufacturing, smelting, rendering, brewing, refining, chemical manufacturing or processing, or other manufacturing uses), any mining or mineral exploration, a carnival, amusement park or circus, an assembly hall, a car wash, off track betting establishment, bingo parlor, any use involving telemarketing, telephonic or electronic surveys or opinion polling, any use involving the packaging or distribution of direct mail, political advertisement or other similar bulk mail, advertising or promotional material, any use involving the use, storage, disposal or handling of hazardous materials or underground storage tanks, a church, temple, synagogue, mosque, or the like, any facility for the sale of paraphernalia for use with illicit drugs or any use which creates a nuisance.

5.2 No obstruction to the free flow of traffic and use of the parking and delivery facilities shall be permitted, except to the extent, if any, indicated on the Site Plan or herein expressly provided for.

5.3 Any construction shall be conducted in (i) a manner which will limit, to the maximum extent practicable, any interference with the operation of the balance of the Property and (ii) compliance with those further specific restrictions and conditions on construction activity set forth in this Declaration.

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5.4 There shall be no promotion, entertainment, amusement or other activities in the Common Areas which would interfere with the use of the Common Areas and related facilities for their intended purposes.

5.5 Parcel 1 shall not be, in whole or in part, leased, transferred or used by any person or entity for the purpose of the sale, display or rental of automotive parts, accessories, supplies and/or maintenance items.

5.6 Parcel 2 shall not be, in whole or in part, leased, occupied, transferred or used by any person or entity for the purpose of a grocery store or food store (as more fully described herein). In particular, the above restriction shall apply to a supermarket, meat market, grocery store, fruit and vegetable store and frozen or otherwise processed food store. No portion of Parcel 2 shall be used for the conduct of a food market or food department in and by any department store or any variety store; and any department store or variety store occupying or using any part of Parcel 2 shall refrain from conducting thereon a food department and shall refrain from the retail sale of food thereon, but may operate a restaurant, lunchroom or counter. The term "grocery store or food store" shall specifically include (without limiting the generality of the foregoing term) any store where more than fifty (50) food items are sold for off-premises consumption or the operation of any retail store involving the sale of food products in which the resulting gross sales constitute ten percent (10%) or more of such store's business. The prohibition of this Section shall not apply to restaurants and other businesses providing prepared foods for consumption on the premises or on a take-out basis, delicatessens, or a lunchroom or any store selling non-grocery food items such as candy or ice cream.

6. Indemnification.

To the extent not covered or intended to be covered by any insurance required to be maintained by the indemnified party pursuant to this Declaration (whether or not actually maintained) or otherwise actually maintained, and subject to the provisions of Section 10 below, each Owner (an "Indemnifying Owner") shall indemnify and hold every other Owner, tenant, and occupant of the Property (collectively referred to herein, in the singular as the "Indemnified Owner") harmless (except for loss or damage resulting from the negligent or more culpable conduct of the Indemnified Owner) from and against any damages, liabilities, actions, claims, liens, fines, penalties, costs and expenses (including reasonable attorneys' fees) in connection with the loss of life, personal injury and/or damage to property suffered or incurred by the Indemnified Owner and arising from or out of any occurrence in or upon the Indemnifying Owner's Parcel, or occasioned wholly or in part by any act or omission of the Indemnifying Owner, its tenants, agents, contractors, employees or licensees including, without limitation, a breach of this Declaration by the Indemnifying Owner.

7. Liability Insurance.

Each Owner shall maintain or cause to be maintained comprehensive general commercial liability insurance insuring against claims on account of loss of life, bodily injury or property damage that may arise from, or be occasioned by the condition, use or occupancy of the Common Areas on the Parcels by the Owner and its tenants, agents, contractors, employees, licensees, customers and invitees, or the occupants of its Parcel. Such policies shall name the other Owners as additional insureds and shall have limits of not less than Two Million Dollars

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(\$2,000,000.00) combined single limit per occurrence/aggregate, with such coverage to be on an "occurrence" rather than a "claims made" basis. Such insurance shall also include an endorsement providing for blanket contractual liability coverage.

8. General Insurance Provision.

All insurance required hereunder shall be carried by a reputable insurance company or companies qualified to do business in the State of Illinois with a financial rating equivalent of VIII or better and a policyholder's rating equivalent of A- or better in the latest edition of Best's Rating Guide on Property and Casualty Insurance Companies (or a comparable rating in any comparable and generally recognized national or international ratings guide) and such insurance shall provide that each insured and any additional insureds shall be given a minimum of ten (10) days' written notice prior to the cancellation, termination or alteration of the terms or limits of such coverage. Each Owner shall, upon written request from another Owner, furnish to the party making such request certificates of insurance on ACORD Form 27 evidencing the existence of the insurance required to be carried pursuant to this Section, and evidencing the designation of the appropriate parties as additional insureds.

9. Casualty.

In the event any Common Area improvements are damaged or destroyed, the Owner of the Parcel to which such damage has occurred shall promptly repair, restore or rebuild the Common Area improvements to the extent necessary to restore the affected area to its previously improved condition and restore such other areas to the extent necessary to avoid interference with the remaining Common Areas of the Property.

10. Eminent Domain.

In the event the whole or any part of the Property shall be taken by right of eminent domain or any similar authority of law (a "Taking"), the entire award for the value of the land and improvements so taken shall belong to the Owner of the Parcel (or the applicable portion thereof or right or interest therein) so taken or to such Owner's mortgagees or tenants, as their interest may appear, and no other Owner shall have a right to claim any portion of such award because of any interest created by this Declaration. Any Owner of a Parcel which is not the subject of a Taking may, however, file a collateral claim with the condemning authority over and above the value of the land being so taken to the extent of any damage suffered by such Owner resulting from the severance of the land or improvements so taken if such claim shall not operate to reduce the award allocable to the Parcel (or the applicable portion thereof or right or interest therein) subject to the Taking. In the event of a partial Taking, the Owner of the portion of the Property so taken shall: (i) restore the improvements located on the Common Areas of the Owner's Parcel as nearly as possible to the condition existing prior to the partial Taking without contribution from any other Owner; and (ii) hold in trust for the benefit of the other Owners and apply so much of the award as is needed for such restoration until such restoration is completed.

11. Self Help; Lien Rights.

11.1 If any Owner shall default in performing an obligation of such Owner (such Owner being herein called a "Defaulting Owner"), which default affects the Owner of another

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Parcel or any Permittee or occupant thereof (the "Affected Party"), then in addition to all other rights and remedies available to the Affected Party at law or in equity, after ten (10) days' prior written notice to the Defaulting Owner and any first Mortgagee (or in the event of an emergency after such notice as is practical under the circumstances), the Affected Party shall have the right to perform such obligation on behalf of the Defaulting Owner. In such event, the Defaulting Owner shall reimburse the Affected Party an amount equal to the sum of all costs and expenses incurred by the Affected Party in performing the Defaulting Owner's obligation, together with interest thereon from the date of each outlay of such costs and expenses so incurred at a rate equal to the lesser of: (i) three percent (3%) in excess of the "Prime Rate" published in the Wall Street Journal, or if such publication or rate is not available on a permanent basis, then three percent (3%) in excess of the prime lending rate charged by the then largest bank in the City of Chicago for commercial loans to its most preferred commercial customers; or (ii) the highest rate permitted by applicable law. The foregoing reimbursement shall be paid within ten (10) days following the date the Affected Party delivers to the Defaulting Owner a statement reflecting the amount then due hereunder, together with reasonable supporting documentation therefor.

11.2 Any such claim for reimbursement, together with interest thereon as aforesaid, or any other amounts due from one Owner to the other shall be secured by a lien on the Parcel and improvements thereon owned by the Defaulting Owner, which lien shall be: (i) effective upon the recording of a notice of lien thereof with the Recorder setting forth the amount of the unpaid indebtedness, the name of the Owner of the Parcel covered by such lien and a description of such Parcel; and (ii) binding upon such Parcel, the Owner thereof, and its successors and assigns. Such lien for non-payment shall attach from the date that such payment becomes delinquent or as provided in any other applicable agreement, as the case may be, and may be enforced by all available legal methods of collection including, but not limited to, the foreclosure of such lien by the Affected Party in like manner as a mortgage on real property, subsequent to the recording of the notice of lien as provided herein, or the Affected Party may institute suit against the Owner obligated to pay such charges and/or for the foreclosure of the aforesaid lien judicially; provided, however, that the lien shall be subordinate to any first mortgage or deed of trust affecting the Defaulting Owner's Parcel (a "First Mortgage") and any purchaser of such Parcel at any foreclosure or trustee's sale under any such First Mortgage (as well as any grantee by deed in lieu of foreclosure or trustee's sale).

12. Injunctive and Other Remedies.

In the event of a breach by any Owner of any obligation of this Declaration, the other Owners (or an Owner's Permittee or occupant) shall be entitled to obtain an order specifically enforcing the performance of such obligation or an injunction prohibiting any such breach. The foregoing equitable remedies are hereby acknowledged by the Owners to be appropriate remedies due to the inadequacy of legal remedies and the irreparable harm which would be caused by any such breach. Any costs and expenses of any such proceeding, including attorneys' fees in a reasonable amount, shall be paid by the Defaulting Owner to the applicable Affected Party that incurred such costs and expenses and, if not paid, shall entitle such Affected Party to the lien rights provided for herein against the Defaulting Owner's Parcel and the improvements thereon, or the interests therein, until such costs and expenses are paid in full.

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13. Nonwaiver.

No delay or omission of any Owner (or Permittee) in the exercise of any right accruing upon any default of any other Owner shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Owner of a breach of, or a default in, any of the terms and conditions of this Declaration by any other Owner shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Declaration. Except as otherwise specifically provided in this Declaration (i) no remedy provided in this Declaration shall be exclusive but each shall be cumulative with all other remedies provided in this Declaration; and (ii) all remedies at law or in equity shall be available.

14. Force Majeure.

If any Owner (or Permittee) or any other party shall be delayed or hindered in or prevented from performing any act required to be performed by such party by reason of Acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, the act or failure to act of the other party, adverse weather conditions preventing the performance of work as certified to by an architect, war or other reason beyond such party's control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such party.

15. Notices.

Any notice, report or demand required, permitted or desired to be given under this Declaration shall be in writing and shall be delivered by nationally recognized overnight courier with evidence of receipt to the parties at the addresses shown below or at such other address as the respective parties may from time to time designate by like notice. Delivery shall be deemed effective on the date of delivery as shown on the delivery ticket of the applicable courier evidencing receipt thereof. The notice address for Declarant is:

H.A. Langer & Associates, LLC
 c/o Landmark Investments, LLC
 6 West Hubbard Street, Suite 600
 Chicago, Illinois 60610
 Attn: Legal Department
 Fax No. (312) 893-2710
 Telephone (312) 893-2700

with a copy to:

Pursuit Real Estate Service, Inc.
 6 West Hubbard Street, Suite 600
 Chicago, Illinois 60610
 Attn: Tim Wiley
 Fax No. (312) 893-2710
 Telephone (312) 893-2700

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During the time
of ALDI's leasehold to: Skip Janes, Director of Real Estate
ALDI INC.
197 E. Division Road
Valparaiso, Indiana 46383
Fax No. (219) 465-2077
Telephone (219) 464-2500

with a copy to: Todd A. Leeth
Hoeppner Wagner & Evans LLP
103 E. Lincolnway
Valparaiso, Indiana 46383
Fax No. (219) 465-0603
Telephone (219) 464-4961

During the time
of O'Reilly leasehold to: Ted F. Wise, COO/Co-President
O'REILLY AUTOMOTIVE STORES, INC.
P.O. Box 1156
Springfield Missouri 65801
Fax No. (417) 520-4582
Telephone (417) 829-5726

and **CAL Partners, LLC - Series II**
204 Lawton Rd.
Riverside, Illinois 60546
Attn: Christopher Ilekis
Fax No. (630) 203-6340
Telephone (630) 203-6327

with a copy to: Stahl Cowen Crowley Addis LLC
55 West Monroe Street, Suite 1200
Chicago, Illinois 60603
Attn: Kevin R. Krantz
Fax No. (312) 423-8187
Telephone (312) 377-7855

16. General Provisions.

All terms and provisions of this Declaration and all rights, privileges, benefits and burdens created hereunder shall be deemed to touch and concern the lands described herein as covenants running with the land and of the Property, as a benefit to the Parcels and Property, and shall be binding upon and inuring to the benefit of the parties hereto, their tenants and lessees during their leasehold tenancy (including the Tenant) and successors and assigns. This Declaration shall be governed, enforced and construed according to the laws of the State of Illinois. If any provision(s) of this Declaration or the application thereof shall be held to be invalid or unenforceable in a court of law, the remainder of this Declaration shall remain unaffected thereby and each provision of this

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O'Reilly. Any amendment shall be duly recorded in the office of the recorder for the county in which the Property is located.

17. **Prevailing Party.**

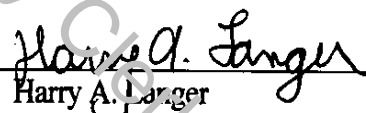
Any Owner(s) (or Permittee) may enforce the provisions of this Declaration, and in the event of any legal proceedings or litigation resulting therefrom, the prevailing party or parties shall be entitled to recover all costs and reasonable attorneys' fees incurred in the action or proceeding (including those incurred at trial and appellate levels), in addition to any other relief to which it or they may be entitled.

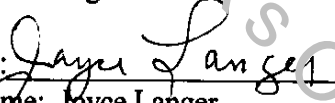
18. **Lessees.**

Owners shall be responsible for all acts and actions of their lessee(s). Lessees shall comply with this Declaration in the same manner as an owner, and any violation of same by the lessee shall be treated as a violation by the Owner. This Declaration shall not be amended, modified or changed during ALDI leasehold of Parcel 1 or O'Reilly leasehold of Parcel 2, without the prior written consent of both ALDI and O'Reilly. This Declaration shall not be deemed to amend, modify, extend or change the Ground Lease Agreement, or ALDI's rights and remedies thereunder.

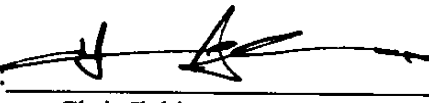
IN WITNESS WHEREOF, this Declaration has been signed by Declarant, on the day and year first set forth.

HAL SERIES ACQUISITION, LLC SKYWAY
By its Manager **H.A. LANGER & ASSOCIATES, LLC**, an Illinois limited liability company

By: 
Name: Harry A. Langer
Its: Manager

By: 
Name: Joyce Langer
Its: Manager

CAL PARTNERS, LLC, SERIES II, an Illinois limited liability company

By: 
Name: Chris Ilekis
Its: Manager

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Its: Manager

ALDI, INC., an Illinois corporation

By: _____

Name: Michael J. Jessen

Its: Vice-President

O'REILLY AUTOMOTIVE STORES,
INC., a Missouri corporation

By: _____

Name: Ted F. Wise

Its: COO/Co-President

Property of Cook County Clerk's Office

STATE OF Illinois)
) SS:
COUNTY OF Cook)

Before me, a Notary Public in and for said county and state, do hereby certify that H.A. Langer, Manager, H.A. LANGER & ASSOCIATES, LLC, an Illinois limited liability company, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he executed the foregoing instrument of his free and voluntary act.

Given under my hand and notarial seal this 10th day of July, 2012.

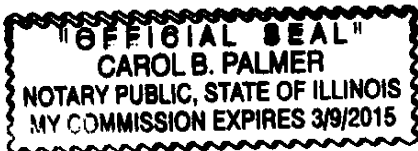
My Commission Expires:

3-9-2015



Notary Public

Printed: Carol Palmer



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ALDI, INC., an Illinois corporation

By: Michael J. Jessen
Name: Michael J. Jessen
Its: Vice-President

O'REILLY AUTOMOTIVE STORES, INC., a Missouri corporation

By: _____
Name: Ted F. Wise
Its: COO/Co-President

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said county and state, do hereby certify that H.A. Langer, Manager, H.A. LANGER & ASSOCIATES, LLC an *Illinois limited liability company*, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he executed the foregoing instrument of his free and voluntary act.

Given under my hand and notarial seal this _____ day of _____, 2012.

My Commission Expires:

Notary Public
Printed: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said county and state, do hereby certify that Joyce Langer, Manager, H.A. LANGER & ASSOCIATES, LLC, an *Illinois limited liability company*, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that she executed the foregoing instrument of her free and voluntary act.

Given under my hand and notarial seal this _____ day of _____, 2012.

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Its: Manager

ALDI, INC., an Illinois corporation

By: _____

Name: Michael J. Jessen

Its: Vice-President

O'REILLY AUTOMOTIVE STORES, INC., a Missouri corporation

By: Ted F. Wise

Name: Ted F. Wise

Its: COO/Co-President

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said county and state, do hereby certify that H.A. Langer, Manager, H.A. LANGER & ASSOCIATES, LLC, an Illinois limited liability company, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he executed the foregoing instrument of his free and voluntary act.

Given under my hand and notarial seal this _____ day of _____ 2012.

My Commission Expires:

Notary Public

Printed: _____

UNOFFICIAL COPY

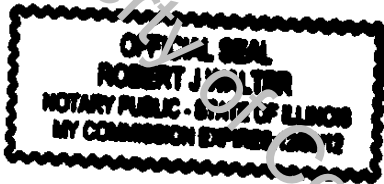
STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

Before me, a Notary Public in and for said county and state, do hereby certify that Joyce Langer, Manager, H.A. LANGER & ASSOCIATES, LLC, an *Illinois limited liability company*, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that she executed the foregoing instrument of her free and voluntary act.

Given under my hand and notarial seal this 10th day of JULY, 2012.

Robert J. Walter
Notary Public
Printed: ROBERT J. WALTER

Stamp



Property
Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said county and state, do hereby certify that _____, _____, CAL PARTNERS LLC, SERIES II, an *Illinois series limited liability company*, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he executed the foregoing instrument of his free and voluntary act.

Given under my hand and notarial seal this ____ day of _____, 2012.

My Commission Expires: _____

Notary Public
Printed: _____

STATE OF INDIANA)
) SS:
COUNTY OF PORTER)

Before me, a Notary Public in and for said county and state, do hereby certify that Michael J. Jessen, Vice President, ALDI Inc., an *Illinois corporation*, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he executed the foregoing instrument of his free and voluntary act.

Given under my hand and notarial seal this 20th day of November, 2012.

My Commission Expires:

4/25/2020

ERIKA A. GORDON
Notary Public, State of Indiana
SEAL
My Commission Expires 4/25/2020

Erika A. Gordon
Notary Public
Printed: Erika A. Gordon

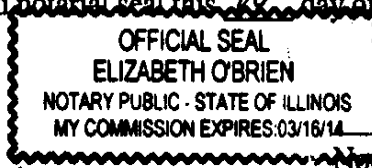
UNOFFICIAL COPY

STATE OF Illinois)
) SS:
COUNTY OF Cook)

Before me, a Notary Public in and for said county and state, do hereby certify that Chris Williams, _____, CAL PARTNERS LLC, SERIES II, an *Illinois series limited liability company*, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he executed the foregoing instrument of his free and voluntary act.

Given under my hand and notarial seal this 20 day of November, 2012.

My Commission Expires: _____



[Signature]
Notary Public
Printed: _____

STATE OF INDIANA)
) SS:
COUNTY OF PORTER)

Before me, a Notary Public in and for said county and state, do hereby certify that Michael J. Jessen, Vice President, ALDI Inc., an *Illinois corporation*, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he executed the foregoing instrument of his free and voluntary act.

Given under my hand and notarial seal this _____ day of _____, 2012.

My Commission Expires: _____

Notary Public
Printed: _____

UNOFFICIAL COPY

STATE OF Missouri)
) SS:
COUNTY OF Greene)

Before me, a Notary Public in and for said county and state, do hereby certify that Ted F. Wise, COO/Co-President, O'REILLY AUTOMOTIVE STORES, INC., a Missouri corporation, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he executed the foregoing instrument of his free and voluntary act.

Given under my hand and notarial seal this 4th day of October, 2012.

My Commission Expires:

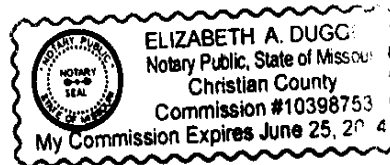
6/25/14

Elizabeth A. Duggan
Notary Public

Printed: Elizabeth A. Duggan

List of Exhibits:

- | | |
|--------------------|-----------------------------------|
| <u>Exhibit "A"</u> | Legal Description of the Parcel 1 |
| <u>Exhibit "A"</u> | Legal Description of the Parcel 2 |
| <u>Exhibit "C"</u> | Site Plan |



X:\ALDI-6307\Indianapolis Avenue-Chicago (129)\Documents\Declaration 2012-04-23 7 AL.doc

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EXHIBIT "A"

Legal Description of Parcel 1

LOTS 1 THROUGH 15 AND THE NORTH 1/2 OF LOT 33, TOGETHER WITH THE ADJACENT VACATED ALLEYS APPURTENANT TO EACH LOT, IN BLOCK 43 IN IRONWORKERS ADDITION TO SOUTH CHICAGO, BEING A SUBDIVISION OF THE SOUTH FRACTIONAL 1/2 OF FRACTIONAL SECTION 8, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AKA

LOT ONE IN ISACORE SNARFARFUL'S STUPENDOUS CONSOLIDATION OF A PREVIOUS SUBDIVISION IN CHICAGO'S MAGNIFICENT EAST SIDE BEING A SUBDIVISION OF PART OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN RECORDED _____ 2012 PER DOCUMENT NUMBER _____ IN COOK COUNTY, ILLINOIS.

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EXHIBIT "B"

Legal Description of Parcel 2

LOTS 25 THROUGH 32 AND THE SOUTH ½ OF LOT 33, TOGETHER WITH THE ADJACENT VACATED ALLEYS APPURTENANT TO EACH LOT, IN BLOCK 43 IN IRONWORKERS ADDITION TO SOUTH CHICAGO, BEING A SUBDIVISION OF THE SOUTH FRACTIONAL ½ OF FRACTIONAL SECTION 8, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AKA

LOT TWO IN ISADORE SNARFARFUL'S STUPENDOUS CONSOLIDATION OF A PREVIOUS SUBDIVISION IN CHICAGO'S MAGNIFICENT EAST SIDE BEING A SUBDIVISION OF PART OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN RECORDED _____ 2012 PER DOCUMENT NUMBER _____ IN COOK COUNTY, ILLINOIS.

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EXHIBIT "C"

Site Plan

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

Property of Cook County Clerk's Office

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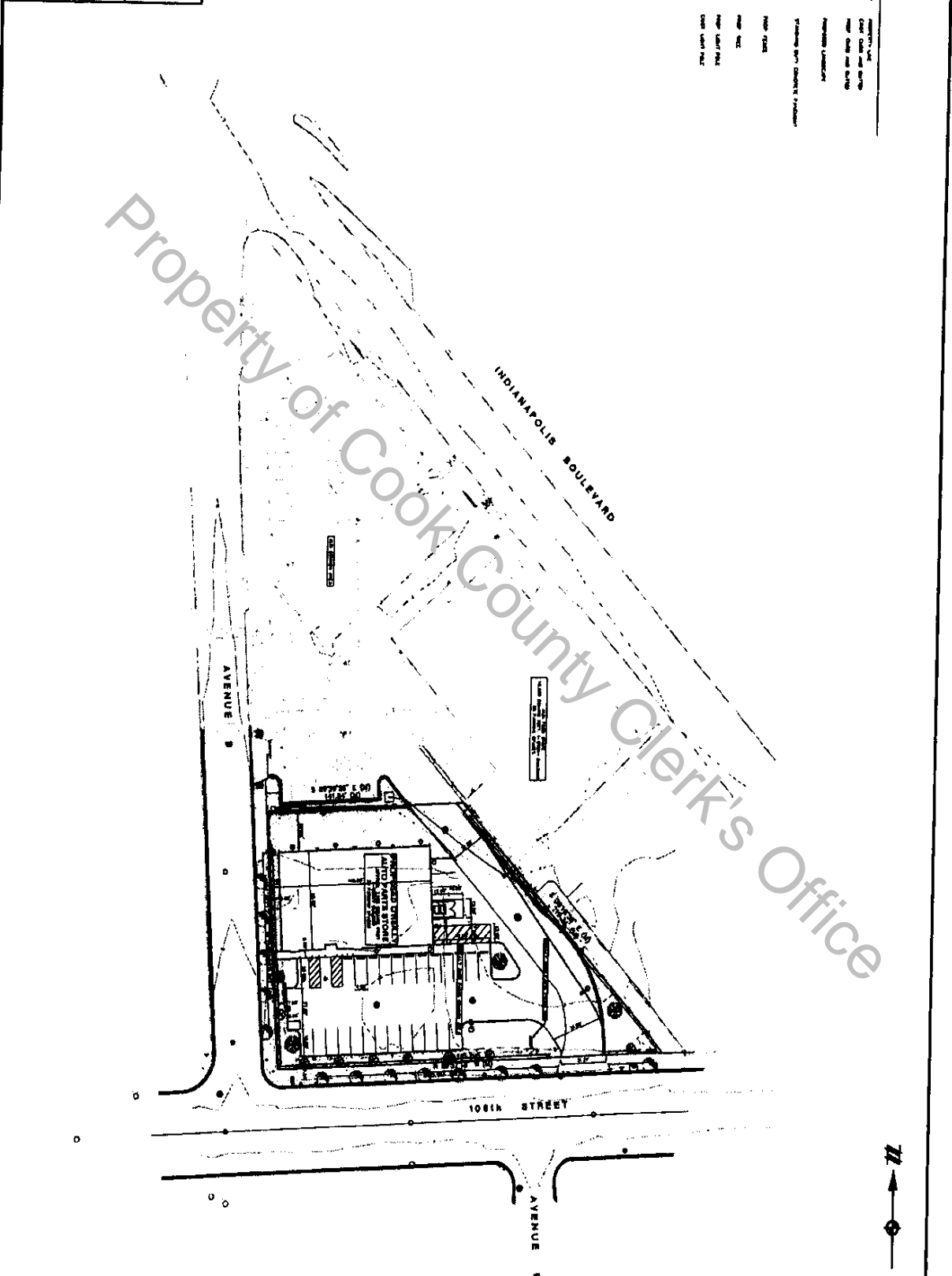
811
 Know what's below.
 Call before you dig.

NOTICE:
 THE USER OF THIS PLAN ASSUMES ALL RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE APPROPRIATE AGENCIES.

LEGEND

- Center Line and Right-of-Way
- Proposed Building Footprint
- Proposed Parking
- Proposed Driveway
- Proposed Sidewalk
- Proposed Street Light
- Proposed Storm Drain
- Proposed Utility
- Proposed Tree
- Proposed Plant
- Proposed Fencing
- Proposed Sign
- Proposed Wall
- Proposed Gate
- Proposed Gate Post
- Proposed Gate Hardware

Property of Cook County Clerk's Office



<p>ATWELL Land Development & Real Estate Survey & Mapping Information & Transportation Infrastructure & Solid Waste Water & Wastewater Treatment</p>	CAL PARTNERS, LLC SITE LAYOUT PLAN	SECTION 8 TOWNSHIP 37 NORTH, RANGE 13 EAST HYDE PARK TOWNSHIP COOK COUNTY, ILLINOIS	<p>ATWELL 1746 EAST 80TH STREET, SUITE 100 HOFFMAN, IL 60143 (815) 781-2800</p>	
	DATE: 11/11/2011 TIME: 10:00 AM DRAWN BY: J. [Name] CHECKED BY: [Name] SCALE: AS SHOWN SHEET NO. 22 OF 22			
	PROJECT NO. [Number] CLIENT: [Name] ADDRESS: [Address] CITY: [City] STATE: [State] ZIP: [ZIP]			