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Karen A. Yarbrough
Cook County Recorder of Deeds
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DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made and entered into this 23rd day of December, 2014, by Integris Ventures-SPV, LLC, an Illinois limited liability company, and Dorothy S. Gray, LLC, an Illinois limited liability company (hereinafter collectively referred to as "Declarants").

RECITALS

- A. Declarants are the owners of that certain real property situated in the Village of Schaumburg, Cook County, Illinois, more particularly described on Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as the "Property").
- B. Pursuant to Final Plat of Subdivision, First Addition to Lot 1 in The Shoppes at Prime Village Subdivision, recorded December 16, 2014, as Document No. 1431016057, in Cook County, Illinois ("Final Plat"), a copy of which is attached hereto, marked Exhibit B and incorporated herein by reference, Declarants subdivided the Property into the lots (the "Lots") shown thereon.
- C. Declarants desire to impose certain covenants, conditions and restrictions in, to, over, under and across the Lots and to establish certain easements for the mutual and reciprocal benefit and complement of the present and future owners and occupants thereof.

NOW, THEREFORE, in consideration of the premises, the covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarants hereby declare that the Lots and all present and

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future owners and occupants of the Lots shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Declaration, so that the Lots shall be maintained, kept, sold and used in full compliance with and subject to this Declaration and, in connection therewith, Declarants covenant and agree as follows:

AGREEMENTS

1. Definitions. For purposes hereof:
 - (a) The term "Access Openings" shall have the meaning ascribed in Section 2.3 of this Declaration.
 - (b) The term "Aldi" shall mean Aldi Inc., an Illinois corporation.
 - (c) The term "Assessment Lien" shall have the meaning ascribed in Section 11.3 of this Declaration.
 - (d) The term "Common Area" shall mean those portions of the Lots that are outside the exterior walls of buildings or other structures from time to time located on the Lots, and which are either unimproved or are improved as (without limitation) Driveways, parking areas, landscaped areas, walkways, light standards and other similar exterior site improvements.
 - (e) The term "Controlled Access Property" shall have the meaning ascribed in Section 6(c) of this Declaration.
 - (f) The term "Detention Area" shall have the meaning ascribed in Section 3(e) of this Declaration.
 - (g) The term "Driveways" shall mean the driveways and traffic aisles shown on the Survey and related driveway improvements, paving, curbing, entrances and exits, as they may now or hereafter exist on the Lots.
 - (h) The term "Final Plat" shall mean the Final Plat of Subdivision attached hereto as Exhibit B and incorporated herein by reference, as the same may from time to time be amended. Except as may be otherwise provided in this Declaration, the Final Plat is for identification purposes only.
 - (i) The term "Hand Bill Area" shall have the meaning ascribed in Section 6(c) of this Declaration.
 - (j) The term "Indemnified Parties" shall have the meaning ascribed in Section 7(c) of this Declaration.
 - (k) The term "Indemnifying Party" shall have the meaning ascribed in Section 7(c) of this Declaration.
 - (l) The term "Lot 1" shall mean Lot 1 as shown on the Final Plat.

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(m) The term "Lots" shall mean Lot 1 and Lot 2, and "Lot" shall mean either one of them.

(n) The term "Lot 2" shall mean Lot 2 as shown on the Final Plat.

(o) The term "No Build Area" shall have the meaning ascribed in Section 2.1(e) of this Declaration.

(p) The term "Owner" or "Owners" shall mean the Declarants 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 Property, 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. Without limiting the generality of the foregoing, if at any time hereafter Lot 2 is subdivided pursuant to the Illinois Plat Act, 765 ILCS 205, or submitted to the Illinois Condominium Property Act, 765 ILCS 605, Declarants shall organize a property owners' association or condominium association with responsibility for the maintenance, repair, replacement and operation of the common ground or common elements of such subdivision or condominium, as applicable, and such association shall, for purposes of this Declaration, be deemed the Owner of Lot 2.

(q) The term "Permittees" shall mean the tenant(s) or occupant(s) of a Lot, and the respective employees, agents, contractors, customers, invitees and licensees of the Owner and/or tenant(s) or occupant(s) of such Lot.

(r) The term "Prime Rate" shall mean the highest rate from time to time reported in the Money Rates column or any successor column of The Wall Street Journal (the "Journal"), currently defined as being the base rate on corporate loans posted by at least seventy five percent (75.0%) of the nation's thirty (30) largest banks, even if such rate was never actually charged by such bank. In the event the Journal publishes more than one rate, the highest of such rates shall be the "Prime Rate," or if the Journal publishes a retraction or correction of the rate, the new rate shall be the "Prime Rate." In the event the Journal ceases publishing the Prime Rate, the "Prime Rate" shall mean the from time-to-time publicly announced floating prime rate of interest charged by Commerce Bank, St. Louis, Missouri, or its successors.

(s) The term "Property" shall mean the property described on Exhibit A, and shall include any future subdivisions thereof including, but not limited to, the Lots.

(t) The term "Retail Grocery Store" shall have the meaning ascribed in Section 6(a) of this Declaration.

(u) The term "Signs" shall have the meaning ascribed in Section 3(d) of this Declaration.

(v) The term "Survey" shall mean the ALTA/ACSM Land Title Survey prepared by Edward J. Molloy & Associates as Order No. 130112.1, dated July 23, 2013, a copy of which is attached hereto as Exhibit D.

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(w) The term "Utility Easement Area" shall have the meaning ascribed in Section 2.1(d) of this Declaration.

(x) The term "Utility Easements" shall have the meaning ascribed in Section 2.1(d) of this Declaration.

2. Easements.

2.1 Grant of Reciprocal Easements. Subject to any express conditions, limitations or reservations contained herein, Declarants hereby declare that the Lots, and all Owners and Permittees of the Lots, shall be benefited and burdened by the following nonexclusive, perpetual and reciprocal easements which are hereby imposed upon the Lots and all present and future Owners and Permittees of the Lots:

(a) Ingress and Egress. An easement for pedestrian and vehicular ingress and egress upon, over and across all those sidewalks, entrances, drives, lanes, roadways, service drives and parking areas constituting a part of the Common Area which are now or may hereafter from time to time be used for pedestrian and vehicular ingress and egress to and from the Lots including, without limitation, the Driveways.

(b) Parking. An easement for parking vehicles in the parking areas as presently or hereafter constructed and constituting a part of the Common Area; provided, however, each Owner and Permittee shall use reasonable efforts to ensure that their employees park on their respective Lot and not in the parking areas on the other Lots. Notwithstanding the cross-easements granted herein for parking, in applying for development approvals of its Lot, no Owner shall include or consider any portion of any other Lot in determining if its Lot satisfies all laws, statutes and regulations governing the number, location or size of parking spaces. Each Lot shall comply independently of the other Lots with all parking requirements as fully as though this Declaration did not exist. Without the prior written consent of the other Owners, which consent may be withheld for any reason whatsoever, no Owner shall apply for or accept any variance, special exception or other relief from the parking requirements imposed by all laws, statutes and regulations governing the number, location or size of parking spaces. Without limiting the generality of the foregoing, there shall be no fewer than seventy one (71) parking spaces on Lot 1 and no fewer than an aggregate of two hundred forty one (241) parking spaces on Lot 2. In particular, no changes may be made in the number or configuration of the twenty one (21) parking spaces located adjacent to the Lot 1 depicted on Exhibit C attached hereto and labeled "Adjacent Parking". There shall be no parking of trucks on the Property except during such limited periods as may be required (i) for trash removal or to load and unload merchandise or make deliveries or pickups, and (ii) during construction on a Lot; provided, however, such truck parking shall be limited to the Lot owned by the Owner or occupied by the Permittee requiring use of the truck, and no easements for truck parking are granted.

(c) Signs. An easement upon, over and across the Common Areas for purposes of the installation, maintenance, repair and replacement of an Owner's or

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Permittee's sign panels, if any, on the Signs as well as the installation, maintenance, repair and replacement of underground facilities for electrical service to such sign panels.

(d) Utilities. An easement upon, over, across and under the existing utility easements located on those portions of the Property depicted on the Survey (each a "Utility Easement Area") for purposes of the installation, maintenance, repair and replacement of underground facilities for utility service to the Lots (the "Utility Easements"). Subject to the foregoing provisions of this Section 2.1(d) and Section 3(e) below, each Owner shall be responsible for furnishing the utilities serving its respective Lot from adjoining public streets, and each Owner shall be responsible for containing all surface drainage and stormwater on its respective Lot and discharging such water directly into the public sewer system and not onto any adjoining Lot. No easements for utilities (other than the Utility Easements) or drainage are granted by this Declaration. The Owners shall each have the right to grant other easements to, upon, across, under and through the Utility Easement Area on such Owner's Lot to such utilities or third parties as such Owner, in its sole discretion, determines, provided that no such easement may be granted the purpose or effect of which unreasonably interferes with the use and enjoyment of the easement granted herein for the purposes intended by this Declaration. No Owner or Permittee shall unreasonably interfere with another Owner's or its Permittees' use and enjoyment of the Utility Easement Area.

(e) Easement Grants Do Not Restrict Right to Build. The easements herein granted shall not in any way restrict the Owners' right to build on their respective Lots or to expand any existing building on their Lots; provided, however, no buildings or other improvements which may interfere with the use of the Utility Easements shall be built in the Utility Easement Area or in the area depicted on Exhibit E attached hereto and labeled "No Build Area" (the "No Build Area"), and further provided that any such construction shall not result in reducing the number of parking spaces on any Lot below that required by applicable laws, statutes and regulations or as required in accordance with Section 2.1(b) above. Further, the Owners shall have all uses, rights and privileges as may be exercised and enjoyed without undue interference with the easements granted herein, including, without limitation, the installation of utilities.

(f) Relocation of Easements. The Owners shall have the right to relocate on their respective Lots any such easements provided that reasonable advance written notice of such Party's intention is given to the other Owner, and except if such relocation is a result of constructing its building or any expansion or replacement of a building, such relocation: (i) will not unreasonably interfere with or substantially diminish the enjoyment of the easement by the Owners or Permittees of the benefitted Lot(s) (including any material disruption of business operations conducted on the benefitted Lot(s)); (ii) will not interrupt or materially reduce or unreasonably impair the utility of any such easement; and (iii) is performed without cost, expense or liability to the Owners or Permittees of the Lot(s) benefitted by such easement, including future costs (unless paid by the Owner relocating the easement).

(g) Minimal Disruption. In any case when an Owner or Permittee enters onto another Lot to exercise any rights granted under any of the foregoing easements or other

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rights under this Declaration, or to perform any obligations under this Declaration, such Owner or Permittee shall minimize disruption of others' use and occupancy of the Property and costs and liabilities of the other Owners and Permittees, protect persons and property from injury or damage and repair any damage caused by such entry and restore any damaged, excavated or altered surface to its condition existing prior to such entry as soon as reasonably possible.

2.2 Indemnification. Each Owner and Permittee benefitted by an easement granted hereunder shall indemnify and hold the Owner whose Lot is burdened by the easement and its Permittees harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such benefitted Owner or Permittee, its contractors, employees, agents, or others acting on its behalf.

2.3 Access Opening. The opening(s) and access point(s) between the Lots for use of the Driveways are hereinafter called the "Access Openings." The Access Openings shall in no event be blocked, closed, altered, changed or removed and shall at all times remain in place as they now exist. There shall be maintained between the Access Openings a smooth and level grade transition to allow the use of the Driveways for pedestrian and vehicular ingress and egress as set forth in Section 2.1(a) above. Except with respect to the Access Openings, each Owner shall be permitted to maintain a fence, curbing, landscaping or other improvements along the boundary line of its Lot.

3. Construction and Maintenance of Certain Improvements.

(a) Maintenance. Each Owner shall maintain its respective Lot (including, without limitation, all buildings and other improvements thereon) and its landscaping, lighting and signage in a first-class manner, in a clear and safe condition, reasonably free of debris, ice and snow with parking spaces clearly striped, potholes filled and driveways free of obstruction (except any temporary obstruction required in connection with repairs). It is Declarants' intent that the Lots be maintained in a uniform manner and appearance, and that the Owners and their respective Permittees shall use reasonable efforts to use common service providers or contractors for such maintenance work.

(b) Compliance with Laws. Each Owner shall comply with the requirements of all public laws, ordinances and regulations from time to time applicable to its Lot and the improvements thereon, and shall make any and all alterations and repairs in, on and about its Lot as may be required by, and shall otherwise observe and comply with, all public laws, ordinances and regulations from time to time applicable to its Lot.

(c) Limitation on Construction.

(i) Curb cuts to any public streets or thoroughfares, methods of ingress and egress, direction of traffic and lighting shall be subject to the mutual approval of the Owners of the Lots.

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- (ii) No improvements shall be built and no changes to the configuration of the Property shall be made in the "No Build Area".

(d) Signs. There are currently two multi-user advertising signs on the Property, one of which is located at the entrance to the Property on Lot 2 and fronting on Algonquin Road and one of which is located at the entrance to the Property on Lot 1 and fronting on Meacham Road, as identified on Exhibit F attached hereto (collectively, the "Signs"). Aldi has installed and has the right to maintain one two-sided sign panel on each of the Signs in accordance with Exhibit G attached hereto. Declarants or any subsequent Owner or Owners of Lot 2 shall maintain and insure the Signs (except for Aldi's and any other Owner's or Permittee's sign panels). Aldi and any other such Owner or Permittee shall reimburse Declarants or such subsequent Owner of Lot 2 for their pro rata shares of such maintenance and insurance costs (exclusive of the cost of maintenance and insurance of sign panels) on an annual basis within thirty (30) days of receipt of Declarants' or such subsequent Owner's invoice with supporting documentation of all costs. Such pro rata shares shall be determined by dividing the aggregate size of respective Owner's/Permittee's sign panel(s) by the aggregate size of all sign panels on the Signs. Each Owner/Permittee shall promptly make all necessary repairs and replacements to its respective sign panels.

(e) Detention. There is currently an on-site detention area on the Property that serves the entire Property (the "Detention Area"). Declarants or any subsequent Owner of Lot 2 on which the Detention Area is located shall maintain and repair the Detention Area. The respective Owners shall reimburse Declarants or such subsequent Owner for their pro rata shares of the cost of such maintenance and repair on an annual basis within thirty (30) days of receipt of Declarants' invoice with supporting documentation of all such costs. Such pro rata shares shall be determined by dividing the size of the respective Owners' Lots by the size of the Property.

(f) No Construction Easements. This Declaration does not grant any easements for construction vehicles or the parking of cars or storage of materials used in connection with construction.

4. Approval of Plans and Specifications.

(a) Approval Rights. No Owner shall commence or permit the commencement of any exterior construction or paving on the Lot to which it holds title until the exterior building and plans including, without limitation, for parking areas and driveways and specifications for such construction and paving have been submitted to and approved or deemed approved by Declarants or any subsequent Owner of Lot 2 and the Owner of Lot 1 as hereinafter provided (hereinafter in this paragraph (a) referred to as the "Plan Recipients"). The plans and specifications submitted for approval shall include such data on grading and drainage as shall be required by the Village of Schaumburg. The Plan Recipients shall have a period of fourteen (14) business days following delivery of such building and site plans during which they may raise any objections they may reasonably have to such plans. In the event the Plan Recipients raise no objection during

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such fourteen (14) business day period, such plans shall be deemed approved. In the event either of the Plan Recipients object to or reject the plans, noting the reasons therefor in sufficient detail to permit the Owner submitting the plans to correct any deficiencies promptly, the submitting Owner shall modify the plans and return the same to the Plan Recipients for their review within five (5) business days of the receipt of the revised plans. The Plan Recipients shall have two (2) business days following receipt of the revised plans to notify the submitting Owner whether the revised plans have been approved or rejected. If the Plan Recipients fail to notify the submitting Owner within such two (2) business day period that they have rejected the revised plans, it shall be conclusively presumed that the Plan Recipients have approved the plans. This procedure shall continue until the Plan Recipients approve the plans. The Plan Recipients' approval of the plans, specifications and other materials shall not be deemed to be an assumption of responsibility for the accuracy, sufficiency or propriety of any such plans, specifications or other materials or a representation that such plans, specifications or other materials comply with applicable laws, rules, ordinances or regulations.

(b) Construction in Accordance with Plans. All improvements on each Lot shall be completed by the Owner of such Lot, at its sole expense, strictly in accordance with the plans and specifications approved or deemed approved as aforesaid. Each Owner shall promptly complete construction of all such improvements after it has commenced their construction.

5. Damage and Destruction.

5.1 Buildings and Appurtenances Thereto. In the event of any damage to or destruction of a building on any Lot, the Owner of such Lot shall, at its sole cost and expense, with due diligence, either (a) repair, restore and rebuild such building to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Declaration), or (b) demolish and remove all portions of such damaged or destroyed building then remaining, including the debris resulting therefrom, and otherwise clean and restore the area affected by such casualty to a level, graded condition.

5.2 Common Area. In the event of any damage to or destruction of all or a portion of the Common Area on any Lot, the Owner of such Lot 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).

6. Restrictions.

(a) Aldi's Exclusive Use. For a period of twenty (20) years from the date of this Declaration or such longer or shorter time as Aldi or its successors or assigns may operate a Retail Grocery Store on Lot 1 (not including temporary closures of less than eighteen (18) months), no part of Lot 2 may be used for the operation of a Retail Grocery Store. The term "Retail Grocery Store" shall include, without limitation, a supermarket, meat market, grocery store, fruit and vegetable store or stand, frozen or otherwise processed food store and any store where either the sale of groceries constitutes at least fifty percent (50%) of the total sales of such establishment or more than fifty (50) food

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items are sold for off premises consumption or a store with a food department that exceeds five thousand (5,000) square feet. "Retail Grocery Store" shall not include a delicatessen, drug store or any restaurant or lunch room wherein prepared food is sold for on premises consumption or for "take out" consumption.

(b) Use Restrictions. No part of the Property may be used for:

- (i) A use or operation that is generally considered to be an environmental risk to any portion of the Property or surrounding properties.
- (ii) A laundry or dry cleaning establishment, provided the foregoing restriction shall not include an establishment for dry cleaning drop-off and pick-up only, with no cleaning services being performed at the Property.
- (iii) Any establishment which stocks, displays, sells, rents or offers for sale or rent any merchandise or material commonly used or intended for the use with or in consumption of any narcotic, dangerous drug or other controlled substance (provided that the foregoing is not intended and shall not be construed to prohibit a drug store).
- (iv) An adult book store, an establishment selling or exhibiting pornographic materials or any form of adult entertainment or an operation whose principal use is an exotic dancing and/or massage parlor (provided this restriction shall not prohibit massages in connection with a beauty salon, health club or athletic facility or a national massage chain such as Massage Envy).
- (v) A pool or billiard hall, arcade, night club, dance club, movie theater or cinema; any gyms or health clubs greater than ten thousand (10,000) square feet; schools or learning centers having more than thirty (30) students at any one time; skating rink or bowling alley.
- (vi) A children's play or party center or telemarketing, polling and surveying center, or office use; however, the foregoing shall be permitted providing there is sufficient parking to maintain a ratio of six (6) spaces per one thousand (1,000) square feet of gross leasable area.
- (vii) An abortion clinic; Planned Parenthood.
- (viii) A gasoline station or an auto repair shop.
- (ix) A lot for the sale of used automobiles.

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- (x) A mobile home park, trailer court (except that this provision shall not prohibit the temporary use of construction trailers during any periods of construction, reconstruction or maintenance), mobile home sales lot, living quarters, hotel or apartment building.
- (xi) Off-track betting establishment or bingo parlor.
- (xii) A business which would emit or produce noxious fumes, gases, excessive dust, dirt or loud noises.
- (xiii) An assembly, manufacturing, distilling, refining, smelting, industrial, agricultural, drilling or mining operation.
- (xiv) A junk yard, stock yard, animal raising operation, a dump or disposal or any operation for the incineration or reduction of garbage or refuse.
- (xv) A pawn shop or flea market.
- (xvi) A mortuary or funeral home.
- (xvii) A church or other place of worship, banquet hall, auditorium or meeting hall.
- (xviii) The outdoor display, sale or storage of seasonal merchandise (Christmas trees, pumpkins, produce, flowers, etc.) and/or the temporary or periodic (i.e. not permanent) outdoor display, sale or storage of merchandise (art work, novelties, clothing, etc.).
- (xix) A carnival, amusement park or circus.

(c) Controlled Access Property. The portion of Lot 1 designated as the "Controlled Access Property" (hereinafter the "CAP") on Exhibit H is for the sole and exclusive use of Aldi; provided, however, if the CAP includes a common driveway or parking area that must be used by customers, employees or vendors of other stores in the Property who desire access to other stores for business reasons, Aldi shall permit limited use of the CAP to those persons and for those business purposes only. Except as provided herein, Aldi shall have full and complete right to control, regulate and limit access to the CAP, including the right to prohibit commercial or charitable solicitation, advertising, dissemination of handbills or picketing. Aldi shall have the right to post the CAP with "no solicitation" signs and/or signs indicating the above described restrictions. If Aldi is required by law to permit picketing or hand billing on the CAP, such activity will be permitted only in the six-foot by ten-foot area designated on Exhibit H as the "Hand Bill Area". In the event any third party challenges or contests the exercise by Aldi of the rights set forth in this Section 6(c), Aldi will be responsible, at Aldi's cost, for defending or otherwise addressing such challenge or contest, and Aldi shall defend, indemnify and hold Declarants and the other Owners and their Permittees harmless from

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and against any cost (including reasonable attorney's fees), expense or liability of any kind arising from, caused by or relating to any such challenge or contest.

7. Insurance.

(a) Liability Insurance. Each Owner shall keep or cause its Permittees to keep in full force and effect at all times a policy of public liability insurance with respect to its respective portion (including its Lot and easements appurtenant thereto) of the Property. Each policy shall contain limits of public liability on account of bodily injuries or death as the result of any one accident or on account of property damage in an amount equal to Two Million Dollars (\$2,000,000.00).

(b) Policies. All policies of insurance referred to in Section 7(a) above shall include the other Owners and their mortgage lender (if requested in writing by the respective Owner identifying such mortgage lender), as its interest may appear, as additional insureds, shall insure such Owner against liability arising out of the insured Owner's negligence or the negligence of any other person, firm or corporation, and contain a contractual liability endorsement for liabilities assumed by each Owner under this Declaration. All policies procured hereunder shall be on standard policy forms issued by insurers of recognized responsibility, rated A-VIII or better by Best's Insurance Rating Service, and qualified to do business in Illinois. Each Owner shall deliver to Declarants and the other Owners a certificate of such insurance and shall hereafter deliver certificates evidencing such insurance not less than ten (10) days prior to the expiration thereof. Such certificates shall provide that the insurance policy described therein may not be canceled or modified except upon not less than ten (10) days' written notice to Declarants and the other Owners.

(c) Indemnity. Subject to Subsection 7(c) below, each Owner (the "Indemnifying Party") shall indemnify, defend and hold harmless Declarants and the other Owners (the "Indemnified Parties" or, individually, an "Indemnified Party") from and against any and all claims, losses, damages, injuries, liability and costs (including reasonable attorneys' fees and costs of litigation) (collectively "Claims"), arising from the death of or any accident, occurrence, injury, loss or damage whatsoever caused to any person or to the property of any person or entity as shall occur on the Indemnifying Party's Lot unless such Claims are the result of the negligence or willful misconduct of an Indemnified Party.

(d) Waiver of Right of Recovery and Subrogation. To the extent that insurance proceeds are actually received in satisfaction of a loss which is required to be covered by insurance or is self-insured hereunder (with the deductible under any policy being deemed to be self-insured hereunder), Declarants and each Owner hereby waive any and all rights of recovery against any other Owner for any loss or damage to the buildings, structures and improvements located on its respective Lot or the contents contained therein, for loss of income on account of fire or other casualty, or for injury sustained on its Lot; and Declarants' and each Owner's aforesaid policies of insurance shall contain appropriate provisions recognizing this mutual release and waiving all rights of subrogation by the respective insurance carriers.

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8. Condemnation. If any portion of the entrances or Driveways on the Property shall be acquired for any public or quasi-public use through taking by condemnation, eminent domain or any like proceeding, or purchase in lieu thereof, each Owner agrees to cooperate with the other Owners and to use commercially reasonable efforts to restore the remaining portions of the entrances and Driveways and to provide substitute easements or rights for the same purpose as the acquired easements or rights. The proceeds of any award which is attributable to the taking of land shall be paid to the Owner whose land is the subject of such proceeding, and each Owner shall be responsible for performing any repairs or restoration on its Lot to the extent of the proceeds of the award received by such Owner.

9. Taxes and Assessments. Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Lot.

10. No Rights in Public; No Implied Easements. Nothing contained in this Declaration shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Property. No easements, except those expressly set forth in Section 2 above shall be implied by this Declaration.

11. Remedies and Enforcement.

11.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by Declarants or any Owner or its Permittees of any of the terms, covenants, restrictions or conditions of this Declaration, Declarants or the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance. Without limiting the generality of the foregoing, notice of a breach of the Declarants' or any subsequent Lot 2 Owner's maintenance covenants under Sections 3(d) or (e) of this Declaration shall be given (i) if to Declarants, to the address provided in Section 12(c) below, or (ii) if to a subsequent Owner of Lot 2, to the address to which tax bills for Lot 2 are sent.

11.2 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of Declarants or a defaulting Owner to cure a breach of this Declaration within thirty (30) days following written notice thereof by Declarants or an Owner or such longer period (not to exceed 120 days) as may be reasonably required with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period if the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion, Declarants or any Owner shall have the right to perform such obligation contained in this Declaration on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the Prime Rate plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency, (ii) blockage or material impairment of the easement rights, and/or (iii) the unauthorized parking of vehicles, Declarants or an Owner may immediately cure the same and be reimbursed by the defaulting Owner upon demand for the reasonable cost thereof together with interest at the Prime Rate plus two percent (2%).

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11.3 Lien Rights. Any claim for reimbursement, including interest as aforesaid, which is not paid within ninety (90) days after written notice of nonpayment, which notice shall refer to the lien provisions of this Section and which notice is again given at least ten (10) days prior to expiration of such ninety (90) day period, and all costs and expenses including reasonable attorneys' fees awarded to any Owner in enforcing any payment in any suit or proceeding under this Declaration, shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Lot of the defaulting Owner until paid, effective upon the recording of a notice of lien with respect thereto in the Cook County Records. Any such Assessment Lien may be foreclosed in the same manner as a judgment lien, but shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Cook County Records prior to the date of recordation of said notice of lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. No sale or transfer shall relieve the Lot from the lien then or thereafter becoming due. In addition to such lien rights, any Owner shall have a right to offset any amounts expended under Section 11.2 of this Declaration against amounts due and owing to the defaulting Owner, including amounts owed for maintenance of Signs pursuant to Section 3(d) above and for maintenance of the Detention Area pursuant to Section 3(e) above.

11.4 No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle Declarants or any Owner to cancel, rescind, or otherwise terminate this Declaration. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Lot made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against Declarants and any Owner of such Lot covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

12. Miscellaneous.

(a) Covenants Running with the Land. This Declaration and the covenants and restrictions herein set forth shall be a covenant running with the land and shall be binding upon and inure to the benefit of Declarants and their respective successors and assigns and all Owners and Permittees, and shall remain in full force and effect and shall be unaffected by any change in ownership or possession of any of the Lots or by any change of use, demolition, reconstruction, expansion or other circumstances, except as otherwise provided herein; provided, however, that upon the sale or transfer of all or any portion of any Lot, the seller or transferor shall automatically be deemed to have been released and relieved from all covenants contained herein from and after the date of such conveyance, but only with respect to the Lot conveyed, and the purchaser or transferee of such Lot shall automatically be deemed to have assumed such covenants with respect to the Lot acquired by such purchaser.

(b) Cumulative Remedies. No remedy herein or otherwise conferred upon or reserved hereunder shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and every power and remedy given by

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this Declaration may be exercised, from time to time, as often as occasion therefor may arise or as may be deemed expedient. No delay or omission in the exercise of any right or power arising from any breach of any term or condition of this Declaration shall impair any such right or power or shall be construed to be a waiver of any such breach or an acquiescence therein; nor shall the exercise, delay or nonexercise of any such right or remedy impair the rights granted hereunder or be construed as a waiver of such right or remedy or as a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant.

(c) Address for Notice. All notices, demands, requests and other communications under this Declaration shall be in writing and shall be deemed properly served (i) on the date of delivery, if delivered by hand, (ii) on the third business day following mailing, if sent by registered or certified mail, return receipt requested, postage prepaid, (iii) on the first business day following delivery to an overnight courier, if served by overnight courier, or (iv) on the date of confirmed transmission, if sent by telephone facsimile and received not later than 5:00 p.m. or on the next business day if received after 5:00 p.m., provided that a copy of any notice sent by facsimile transmission shall be followed by a copy of such notice sent by overnight courier (except that the applicable delivery date shall be based upon the date and time of delivery of the facsimile transmission and not the time of delivery of the overnight copy). Notices shall be addressed as follows:

If intended for Declarants: Integris Ventures-SPV, LLC
 331 W. Thornton Avenue
 St. Louis, Missouri 63119
 Fax No.: (314) 862-7996
 Attention: Jason Fine

With a copy to: Stinson Leonard Street LLP
 7700 Forsyth Boulevard, Suite 1100
 St. Louis, Missouri 63105
 Fax No.: (314) 259-3970
 Attention: Harold A. Tzinberg

If intended for Aldi: Aldi Inc.
 1200 North Kirk Road
 Batavia, Illinois 60510-1477
 Fax No.: (630) 879-8152
 Attention: Director of Real Estate

With a copy to: Drinker Biddle & Reath LLP
 191 North Wacker Drive, Suite 3700
 Chicago, Illinois 60606
 Fax No.: (312) 569-3221
 Attention: Crystal Pruess Bush

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Any party may change its address for purposes of receipt of any such communication by giving ten (10) days' written notice of such change to the other parties in the manner above prescribed. Notice shall be given to a mortgagee as provided in Section 12(m).

(d) Governing Law. The terms of this Declaration shall be governed by and construed in accordance with the laws of the State of Illinois.

(e) Construction. The necessary grammatical changes required to make the provisions of this Declaration apply in the plural sense where there is more than one party, and to either corporations, associations, partnership or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

(f) Captions. The headings of the several sections contained herein are for convenience of reference only and do not define, limit or construe the contents of such sections.

(g) Partial Invalidity. If any term or provision of this Declaration shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Declaration shall not be affected thereby, but each term and provision of this Declaration shall be valid and be enforced to the fullest extent permitted by law.

(h) Waiver. No waiver of any of the terms or conditions of this Declaration shall be binding or effective unless expressed in writing and signed by the party giving such waiver.

(i) Attorneys' Fees. In the event an action is instituted to enforce the terms hereof or declare rights hereunder, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs of such action.

(j) Interest. Wherever in this Declaration a party is entitled to reimbursement of sums it has expended, such amount shall bear interest from the date that such reimbursement is due until the date of repayment at an annual rate equal to two percent (2%) above the Prime Rate. Wherever in this Declaration payment is due upon request or demand, or the time for payment is not expressly provided, such payment shall be deemed for purposes of this paragraph to be due ten (10) days after such request or demand has been made. For purposes of this paragraph, payment shall not be delayed because any party requests additional documentary substantiation of the request for reimbursement or because any party requests additional time for review of such request.

(k) Force Majeure. The time for performance by any party of any term or provision of this Declaration shall be deemed extended by time lost due to delays resulting from weather which creates a situation in which it is significantly more difficult to construct than a typical period for prior years in the Chicago metropolitan area, acts of God, strikes, civil riots, floods, unavailability of material or labor, restrictions by governmental authorities and any other causes not within the reasonable control of such party.

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(l) Estoppel Certificate. Within ten (10) business days following written request of Declarants or any Owner or mortgagee of a Lot, or prospective purchaser or mortgagee of an interest in a Lot, a party shall state (i) whether or not Declarants or said Owner is then in default for failure to perform any of its obligations under this Declaration, (ii) whether or not any lien is being asserted, including a copy of the recorded notice of lien (if a lien is asserted) and (iii) any other facts or status of rights or performance of obligations under this Declaration as may be reasonably requested. The requesting party shall pay any reasonable administrative charge (which may include any payment of reasonable attorneys' fees) required by Declarants or the Owner of whom the statement was required as a condition to issuance of any such statement.

(m) Mortgages. Any mortgage affecting any portion of the Property shall at all times be subject and subordinate to the terms of this Declaration. The covenants and agreements set forth herein shall not be affected by any foreclosure or deed in lieu of foreclosure, and any person or entity, including but not limited to a mortgagee or beneficiary of a deed of trust, which hereafter acquires title to any portion of the Property shall be subject to the terms and provisions hereof, except as otherwise provided with respect to any lien described in Section 11.3 above. If a mortgagee of a Lot shall have served on the Declarants or Owner of any of the other Lots, in the manner for delivery of notices under this Declaration, a written notice specifying the name and address of such mortgagee, such mortgagee shall be given a copy of any notice of default or lien required to be given by Declarants or such Owner(s) to the other Owner at the same time as and whenever such notice is given by Declarants or such Owner(s) to the other, at the address last furnished by such mortgagee. The address of any existing mortgagee may be set forth in its consent to subordination attached hereto. A mortgagee shall have the right to cure a default under this Declaration by the Owner whose property is secured by the mortgagee's mortgage within any applicable cure period provided for such default, and any such cure by a mortgagee shall be accepted as a cure of such default.

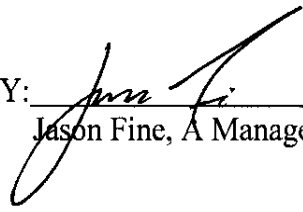
(n) Grantee's Acceptance. The grantee of any Lot or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent Owner of such Lot, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained in this Declaration.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, Declarants have executed this Declaration as of the date first written above.

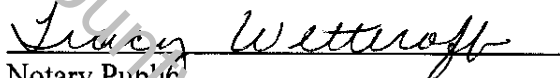
INTEGRIS VENTURES-SPV, LLC,
an Illinois limited liability company

BY: 
Jason Fine, A Manager

STATE OF MISSOURI)
) ss
COUNTY OF ST. LOUIS)

On this 23 day of December, 2014, before me personally appeared Jason Fine, to me personally known, who, being by me duly sworn, did say that he is a Manager of Integrus Ventures-SPV, LLC, an Illinois limited liability company, and that the foregoing instrument was signed on behalf of said Manager, and said Jason Fine acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.


Notary Public

My Commission Expires:

TRACY WETTEROFF
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
Commission # 14433861
My Commission Expires: 5/11/2018

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JOINDER AND CONSENT TO DECLARATION

First Midwest Bank, an Illinois banking corporation ("Lender"), the owner and holder of that certain Mortgage and Security Agreement with Fixture Filing made by Integris Ventures-SPV, LLC and Dorothy S. Gray, LLC, dated October 25, 2013, and recorded October 29, 2013, as Document 1330216042 in Cook County, Illinois (the "Mortgage"), hereby joins in and consents to the terms and conditions of the above and foregoing Declaration of Easements, Covenants, Conditions and Restrictions, and agrees that the Mortgage shall be subject to the terms thereof.

FIRST MIDWEST BANK,
an Illinois banking corporation

BY: Heidi Smithson
Printed: Heidi Smithson
Its: SVP

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

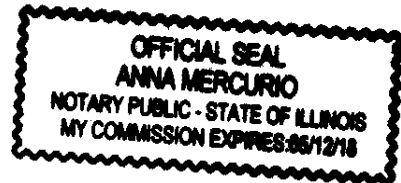
On this 19th day of December, 2014, before me personally appeared Heidi Smithson, to me personally known, who, being by me duly sworn, did say that he/she is the SENIOR VICE PRES of First Midwest Bank, an Illinois banking corporation, and that the foregoing instrument was signed on behalf of said SENIOR VICE PRES and said HEIDI SMITHSON acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Anna Mercurio
Notary Public

My Commission Expires:

05/12/2018



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EXHIBIT A

Property

LOT 1 AND LOT 2 IN THE 1ST ADDITION TO LOT 1 IN THE SHOPPES AT PRIME VILLAGE SUBDIVISION, OF PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE FINAL PLAT OF SUBDIVISION THEREOF RECORDED DECEMBER 16, 2014, AS DOCUMENT NO. 1435016057, IN COOK COUNTY, ILLINOIS.

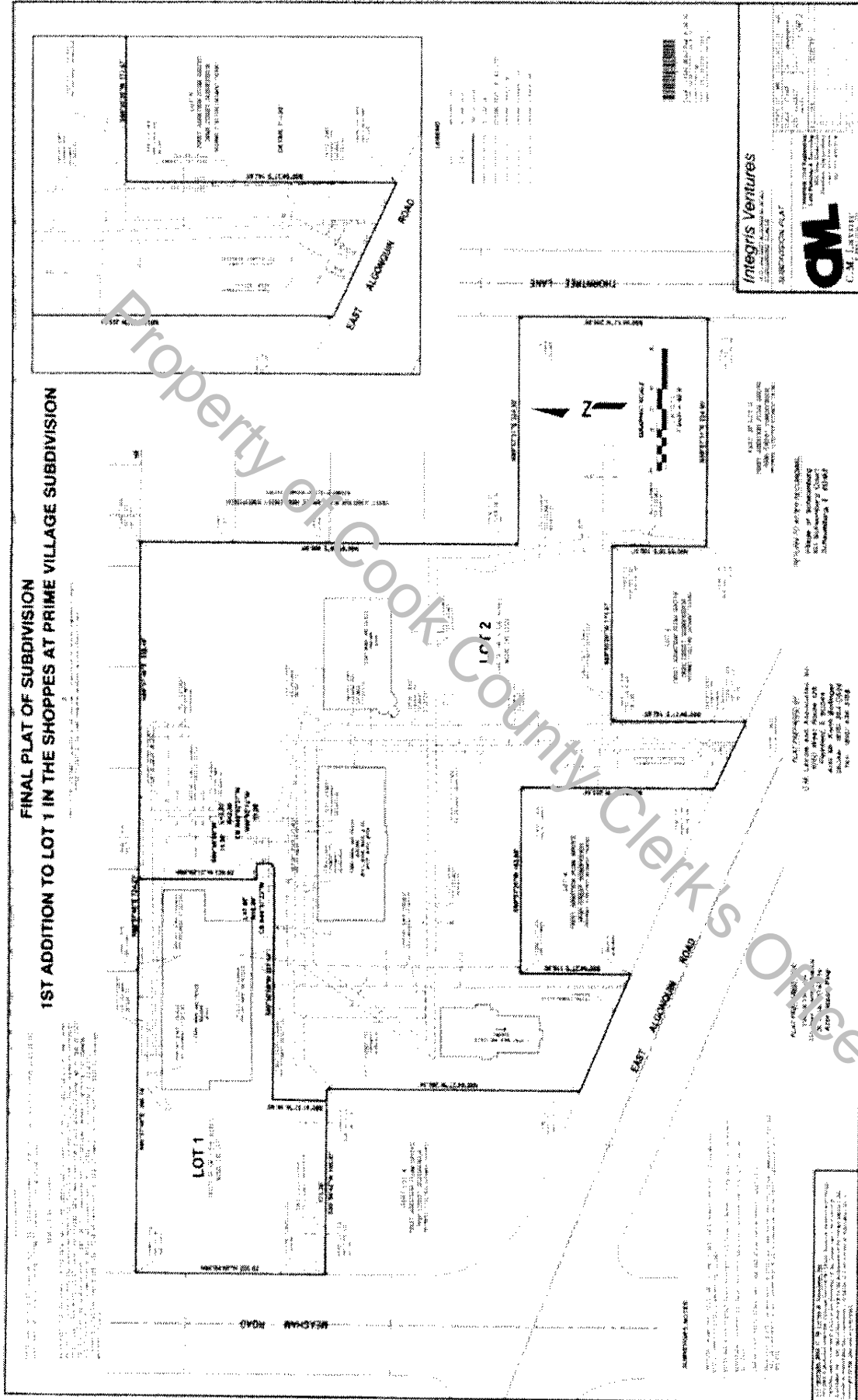
P.I.N. 02-35-305-045-0000

Common Address: 1410-1444 E. Algonquin Road, Schaumburg, Illinois 60173

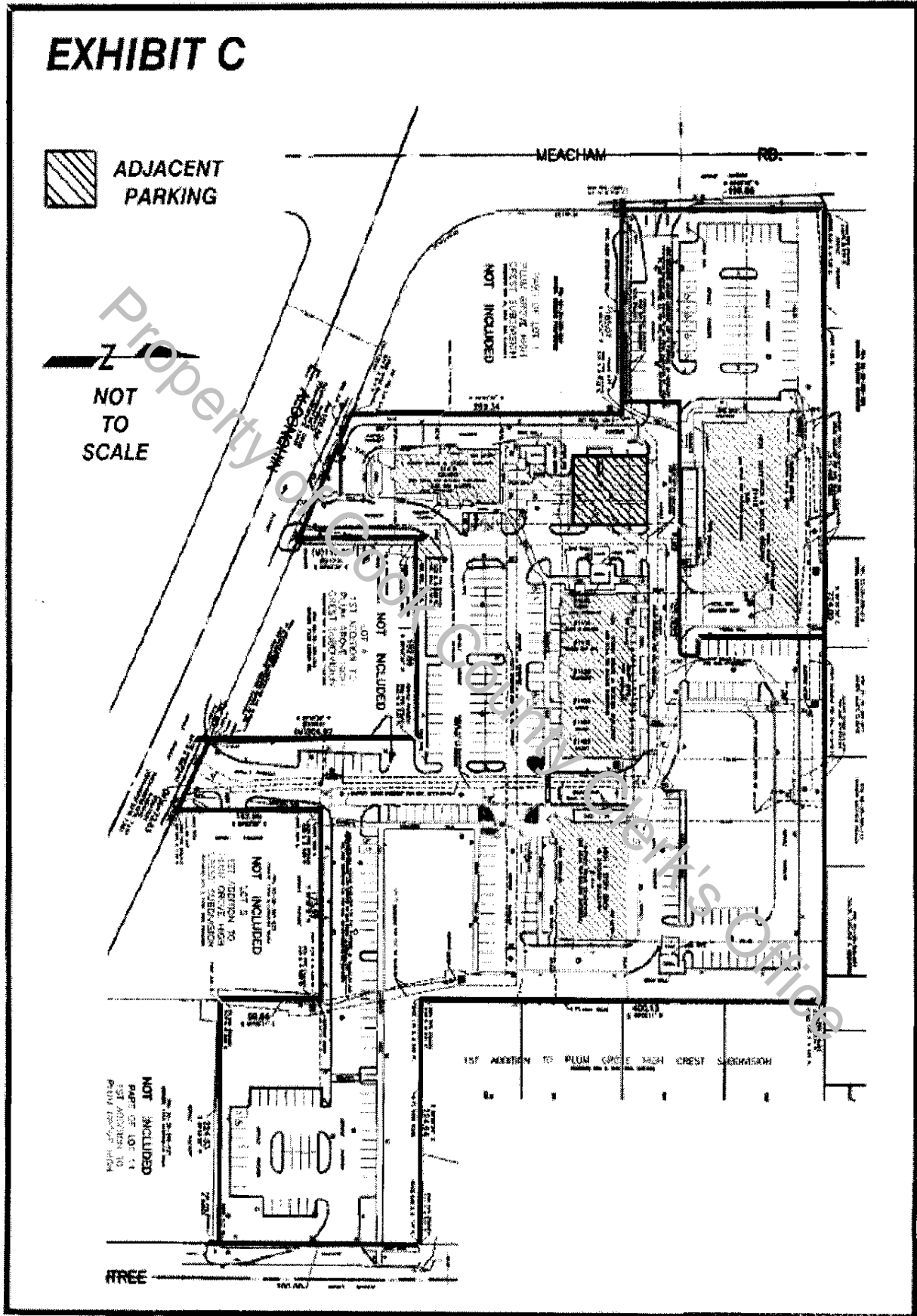
Property of Cook County Clerk's Office

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EXHIBIT B

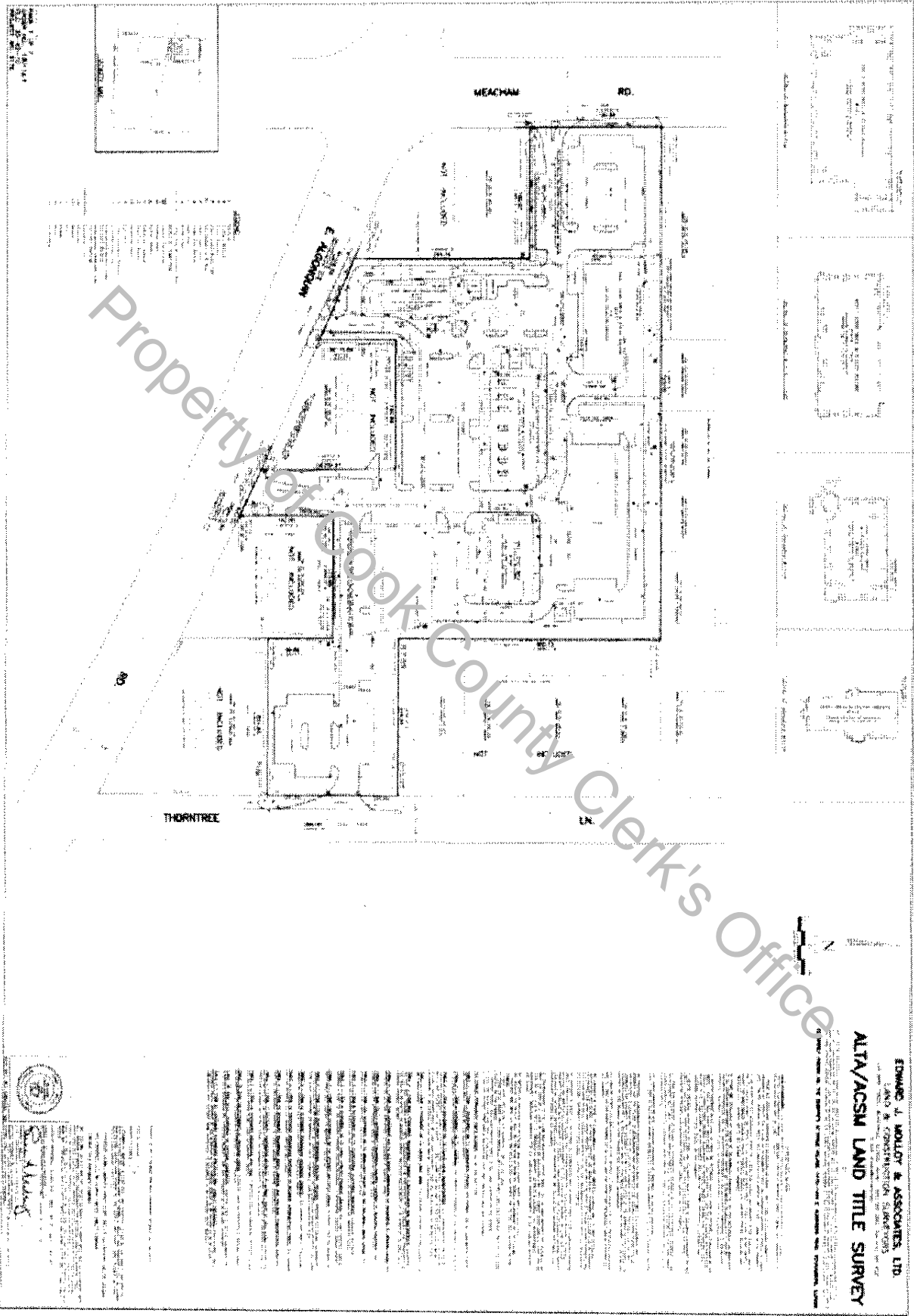


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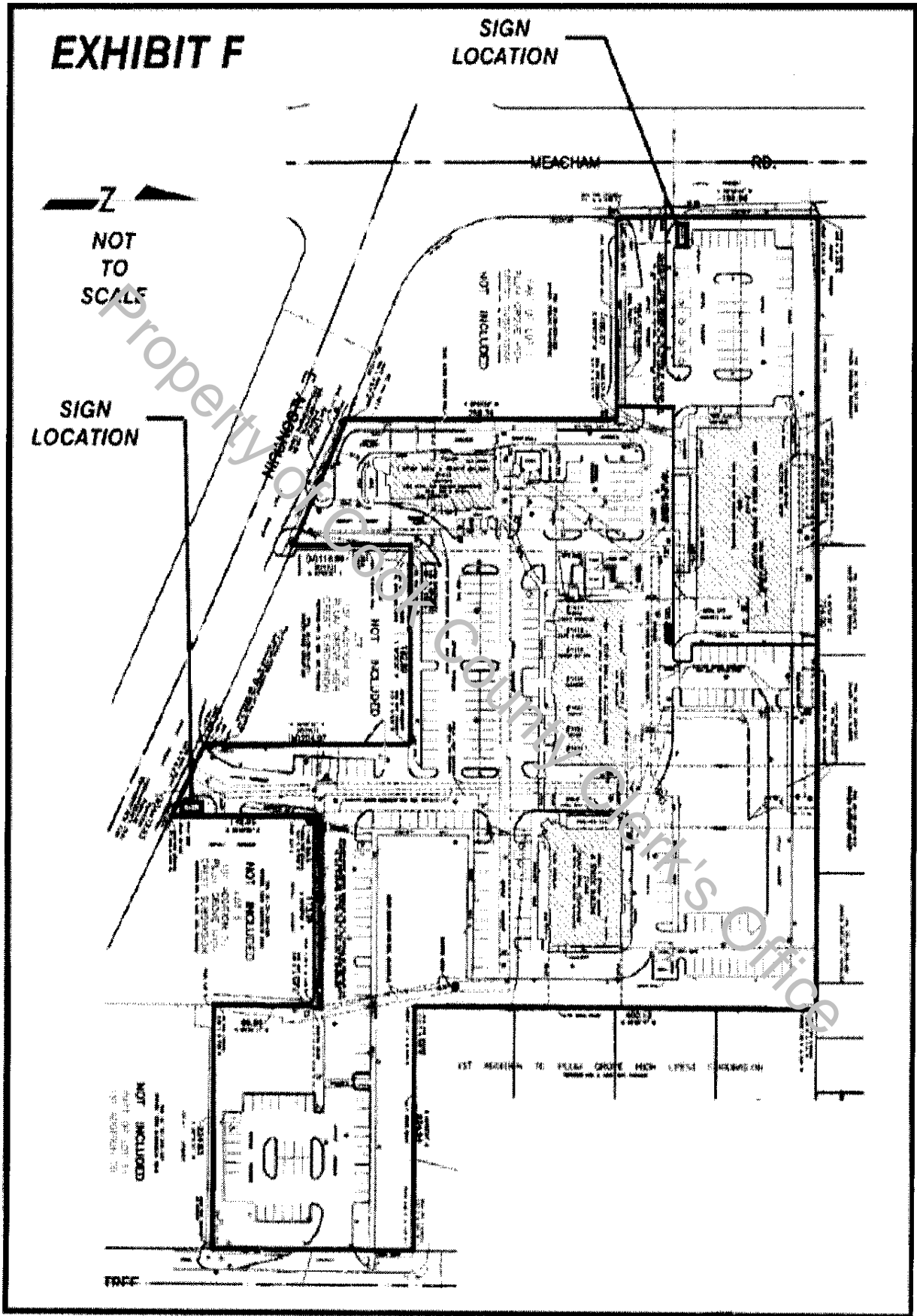


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EXHIBIT D



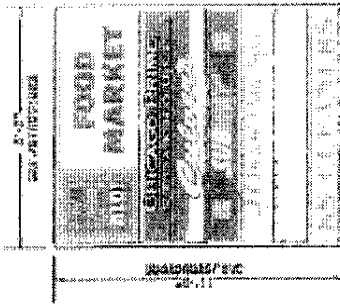
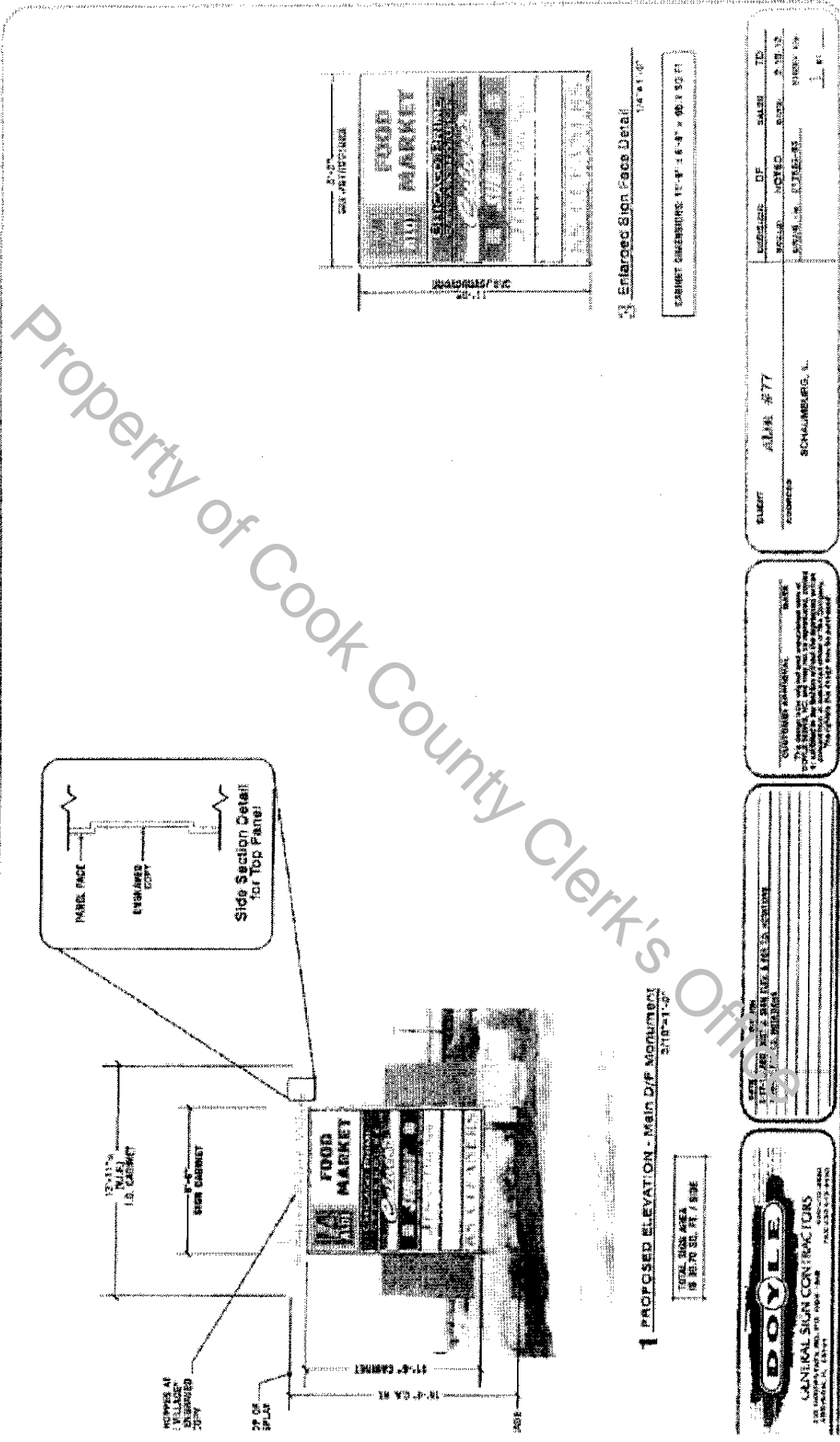
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EXHIBIT G

EXHIBIT G - ALGONGQUIN ROAD SIGN



Enlarged Sign Face Detail
1/4" = 1'-0"
CABINET DIMENSIONS: 11'-0" H. x 8'-0" W. x 8'-0" D.

DESIGNED BY	DATE	TD
DRAWN BY	DATE	TD
CHECKED BY	DATE	TD
APPROVED BY	DATE	TD

SHEET: **AJLW-#77**
 DRAWN BY: **SCHAMBERG, L.**

PROPERTY INFORMATION
 THIS SIGN IS THE PROPERTY OF THE
 COUNTY OF COOK AND IS NOT TO BE
 MOVED, REMOVED, OR DESTROYED
 WITHOUT THE WRITTEN PERMISSION
 OF THE COUNTY CLERK'S OFFICE.
 PENALTY FOR VIOLATION IS \$100 PER DAY.

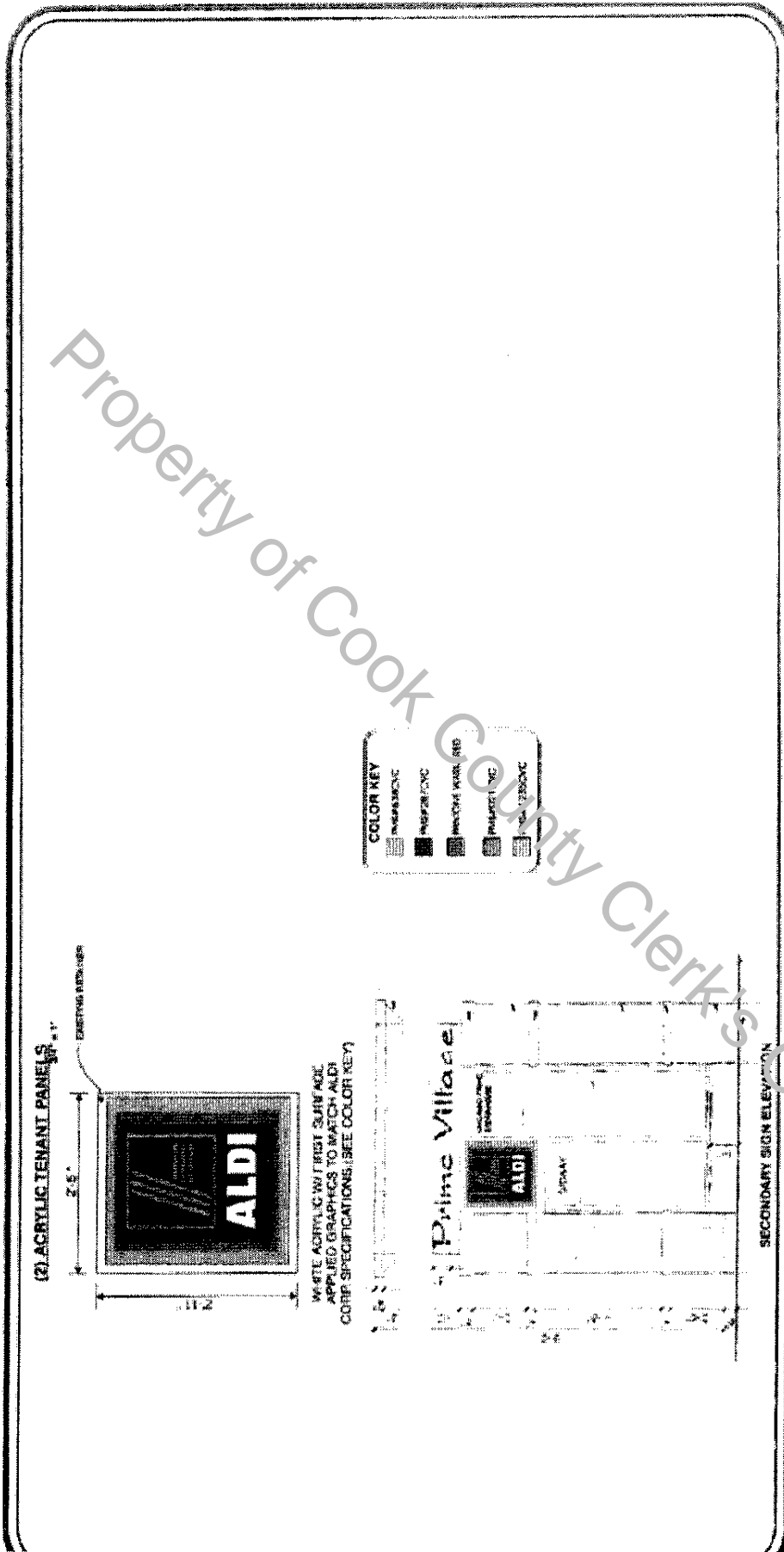
DATE: **10/11/11**
 TIME: **10:00 AM**
 LOCATION: **ALGONGQUIN ROAD**

DOYLE
 GENERAL SIGN CONTRACTORS
 1100 W. ALGONGQUIN ROAD
 AURORA, IL 60180
 PHONE: 630-970-9000
 FAX: 630-970-9001

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EXHIBIT G

EXHIBIT G - MEACHAM ROAD SIGN



DOYLE
GENERAL SIGN CONTRACTORS
616 WESTHARTMAN RD. SUITE 100A
MORRISVILLE, NC 27560
PHONE 919.544.8225

CUSTOMER APPROVAL DATE _____
I HAVE REVIEWED THE SIGNAGE AND CONSIDER IT TO BE ACCORDING TO THE SPECIFICATIONS AND I AGREE TO THE TERMS AND CONDITIONS OF THE CONTRACT.
BY: _____

DATE _____

BASE _____
TYPE _____
FINISH _____
INSTALLATION _____

CLIENT ALDI
ADDRESS MEACHAM & ALCOCK RD.
CITY SCHENKENSHEID
STATE IL
COUNTY JEFFERSON
PERMIT NO. 9908
SIGNER NOTED DATE: 03-05-2020
SHEET NO. 1 OF 1

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