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#### **RETURN RECORDED DOCUMENT TO:**

Ginsberg Jacobs LLC

300 South Wacker Drive, Suite 2750

Chicago, Illinois 60606 Attn: Brian J. Pleviak

This Instrument Prepared by:

Brian J. Pleviak

Ginsberg Jacobs LLC

300 South Wacker Drive, Suite 2750

Chicago, Illinois 60606



Doc#: 1511019077 Fee: \$64.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A.Yarbrough

Cook County Recorder of Deeds

Date: 04/20/2015 11:20 AM Pg: 1 of 14

#### EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS

THIS EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS (the "Agreement") is made and entered into this /// day of Detober, 2014, by and between HOLIDAY BOWL MIDWEST, INC., a Delaware corporation (the "Parcel A Owner"), and LIFE STOYAGE CENTERS - HARWOOD HEIGHTS, LLC, an Illinois limited liability company (the "Parcel P Owner").

#### **RECITALS**

- A. The Parcel A Owner is the owner of that certain real property situated in the City of Harwood Heights, County of Cook, State of Illinois, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel A").
- B. The Parcel B Owner is the owner of that certain real property situated in the City of Harwood Heights, County of Cook, State of Illinois, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel B").
- C. The Parcel A Owner owns and operates a retail shopping center named "Holiday Plaza" on Parcel A.
- D. The Parcel B Owner owns and operates a self-storage facility name 1 "Life Storage" on Parcel B.
- E. The parties hereto desire to impose certain easements upon the Parcels, and to establish certain covenants, conditions and restrictions with respect to said Parcels, for the mutual benefit and complement of Parcel A and Parcel B and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Parcel A Owner and the Parcel B Owner hereby covenant and agree that the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that said Parcels shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

CCRD REVIEWER

1511019077 Page: 2 of 14

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#### **AGREEMENTS**

#### 1. <u>Definitions</u>. For purposes hereof:

- (a) The term "Owner" or "Owners" shall mean the Parcel A Owner (as to Parcel A) and the Parcel B Owner (as to Parcel B) 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.
- (b) 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 Agreement as described on Exhibit "A", that is, Parcel A and Parcel B, and any future subdivisions thereof.
- (c) The term "Permittees" shall mean the tenant(s) or occupant(s) of a Parcel, 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).
- (d) The term "Site Plan" shall mean the site plan of Parcel B depicting the Parking Easement attached hereto as Fanibit "B" and by reference made a part hereof. Except as may be otherwise provided in this Agreement, the Site Plan is for identification purposes only.

#### 2. Easements.

- 2.1 <u>Grant of Easements</u>. Subject to any express conditions, limitations or reservations contained herein, the Owners hereby grant, establish, covenant and agree that the Parcels, and all Owners and Permittees of the Parce's, shall be benefited and burdened by the following non-exclusive and perpetual easements which are hereby imposed upon the Parcels and all present and future Owners and Permittees of the Parcels:
- (a) Parking Easement. An easement upon Parcel B in the area adjacera to Parcel A, cross-hatched on the Site Plan attached hereto as Exhibit "B" (measuring 496.0 feet by approximately 6.7 feet to 6.9 feet), for the construction, reconstruction, replacement, operation, maintenance, repair of a parking lot and for the parking of vehicles thereon (the "Parking Easement"). The Parking Easement is solely for parking in connection with the businesses operated from time to time at Parcel A The placement of trash receptacles is prohibited in the Parking Easement.
- (b) <u>Signage Easement</u>. An easement for the placement of signage upon one sign to be located on Parcel A fronting Harlem Avenue ("Parcel A Owner's Sign"), only for the self-storage facility located on Parcel B (the foregoing easement herein referred to as the "Signage Easement" and such signage herein referred to as the "Parcel B Signage"). The Parcel B Signage shall (i) consist of a minimum of 24 square feet located on one of such Parcel A Owner's Sign (i.e. pylon, monument

1511019077 Page: 3 of 14

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or other such sign, at Parcel A Owner's discretion) containing such information identifying only the self-storage facility located on Parcel B as the Parcel B Owner shall reasonably determine, subject to the limitations set forth herein, (ii) be commensurate with signage area provided by the typical non-anchor tenant leasing space in the shopping center located on Parcel A, (iii) consist of one panel (unless Parcel A Owner determines, in its sole discretion, to construct a panel sign consisting of two panels on either side) in which event the Parcel B Owner's Sign shall appear on both sides having identical area, and (iv) otherwise be acceptable to Parcel A Owner in its sole but reasonable discretion. Throughout the term of this Agreement, it is expressly agreed that the Signage Easement shall not be used, directly or indirectly, for any purpose that (1) would cause Parcel A Owner to be in breach of any provision of any document of record or any lease between Parcel A Owner and any tenant located in the shopping center, or (2) would be deemed a prohibited or exclusive use under any such documents of record or leases; provided, however, the foregoing shall not prevent use of the Signage Easement for signage identifying the self-storage facility located on Parcel B.

- (c) Parking Easement Restrictions; Diagonal Parking Option. The total number of parallel parking spaces in the Parking Easement shall not exceed nineteen (19); provided, however, the foregoing restriction shall not apply in the event Parcel A Owner installs diagonal parking spaces as contemplated in the remainder of this Paragraph. It is intended that the Parking Easement shall contain parallel parking spaces; provided, however, Parcel A Owner shall have the right to install diagonal parking spaces in the Parking Easement at any time during the Term. In the event Parcel A Owner shall install such diagonal parking spaces, then, beginning on the date of completion of such diagonal parking spaces and continuing thereafter during the Term until the date of removal thereof, Parcel A Owner shall make annual payments to Parcel B Owner (prorated for any partial year) of the Term, in the amount of \$1,800 for the first year, increased three percent (3%) annually thereafter. Should diagonal parking be placed on the easement, a protection barrier of which the type shall be mutually agreed upon by both parties, shall be installed on the wall of the building.
- 2.2 <u>Indemnification</u>. Each Owner, having rights with respect to an easement granted hereunder, shall indemnify and hold the Owner whose Parcel is subject to the easement 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 Owner, its contractors, employees, agents, or others acting on behalf of such Owner.

#### 3. Maintenance.

- 3.1 <u>General</u>. Each Owner shall maintain its respective Parcel in a clean and neat condition and at its sole cost and expense (unless as otherwise provided below).
- 3.2 <u>Easement Maintenance</u>. The Owners shall maintain the various easement areas as provided below. All costs and expenses payable by any Owner to the other shall be reimbursed on a quarterly basis and the billing party shall provide invoices for any

1511019077 Page: 4 of 14

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such Owner's share of such costs and expenses. Any such reimbursed amounts shall be payable within thirty (30) days after receipt of such quarterly invoice.

- Parking Easement Maintenance. Parcel A Owner covenants to construct, (a) reconstruct, operate and maintain, at its sole cost and expense, the Parking Easement located on Parcel B, in good order, condition and repair. Prior to initial construction of the Parking Easement (i) Parcel A Owner shall coordinate with Parcel B Owner (including meetings with Parcel A Owner's civil engineer) to ensure the proper elevation and drainage of the Parking Easement, and (ii) the final plans for the Parking Easement shall require the prior written approval of Parcel B Owner, which approval shall not be unreasonably withheld; (iii) reasonable written confirmation from the Village of Harwood Heights that the granting of the respective easements, rights and obligations contained in this Agreement do not and will not conflict with codes and regulations applicable to the respective Parcels; and (iv) the consent of the lenders for each Parcel if such Owner so determines such consent is required. Parcel B Owner shall reasonably cooperate with Parcel A Owner during the construction of the Parking Easement, including, assisting in obtaining any permits (at no out-of-pocket expense to Parcel B Owner). Once constructed, all costs and expenses to operate, reconstruct and maintain the Parking Easement shall be the responsibility of the Parcel A Owner. In the event of any damage or destruction of the Parking Easement, the Parcel A Owner shall, at its sole cost and expense, repair, restore and rebuild the Parking Easement to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement), or demolish and remove all portions of such damaged or des royed improvements then remaining, including the debris resulting therefrom, and otherwise clean and restore the area affected by such casualty to a level, grade? condition (in which event this Agreement shall immediately terminate and be of no further force or effect).
- (b) Signage Easement Maintenance. Parcel A Owner covenants to construct, reconstruct, operate and maintain, the Signage Easement located on Parcel A, in good order, condition and repair. Prior to initial construction of the Signage Easement and thereafter during the term of this Agreement (i) Percel B Owner shall coordinate with Parcel A Owner to ensure that Parcel B Owner's contemplated Parcel B Signage complies with all reasonable signage requirements and shopping center rules imposed by Parcel A Owner from time to time which are consistent with this Agreement, and (ii) the final plans for the Parcel B Signage shall require the prior written approval of Parcel A Owner, which approval shall not be unreasonably withheld or delayed. During the term of this Agreement, Parcel A Owner shall maintain, operate, illuminate and repair Parcel A Owner's Sign, including Parcel B Signage, in a commercially reasonable and appropriate manner; provided, however, Parcel B Owner shall be solely responsible for the repair and replacement of the exterior panels of the Parcel B Signage. In the event, Parcel B Owner shall fail to make any such necessary repairs or replacements to the exterior panels of the Parcel B Signage, Parcel A Owner may make any such repairs and replacements and Parcel B Owner shall reimburse, directly to Parcel A Owner, all costs and expenses incurred by Parcel A Owner for such repairs and replacement. In the event of any damage or

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destruction of the Parcel B Signage or Signage Easement, the Parcel A Owner shall repair, restore and rebuild the foregoing to a similar condition prior to such damage or destruction, or with such changes as shall not conflict with this Agreement or demolish and remove all portions of such damaged or destroyed improvements then remaining without replacing such Parcel B Signage and Signage Easement (in which event, this Agreement shall immediately terminate and be of no further force or effect). Parcel A Owner may relocate the Parcel A Owner's Sign and the Signage Easement thereon to any location fronting Harlem Avenue in its sole and absolute discretion so long as the Parcel B Signage is not obscured or visually impaired by such relocation.

- 3.3 <u>Citilities</u>. Each Owner shall at all times during the term hereof construct, operate and maintain, in good order and repair, all utilities to each Owner's respective Parcels as necessary to operate the subject easements as contemplated herein, including, lighting.
- 4. Approval and Restrictions. This Agreement is subject to the approval by the City of Harwood Heights and the Metropolitan Water Reclamation District, including, but not limited to, approval of the Parcel A Owner's PUD and any necessary permits. This Agreement shall not conflict with any lease between Parcel A Owner and any tenant in the shopping center located on Parcel A. In the event the City of Harwood Heights or the Metropolitan Water Reclamation District shall not approve this Agreement, the PUD or any necessary permits, or if this Agreement shall conflict with an aforesaid existing lease, then at the option of Parcel A Owner or the Parcel B Owner, this Agreement may be terminated by the electing Owner upon written notice to other Owner. Parcel B Owner agrees to fully cooperate with Parcel A Owner with respect to obtaining all such approvals contemplated in this Section 4, including, providing, any reasonably necessary documentation and approvals requested by Parcel A Owner, all of the foregoing at no cost or expense to Parcel B Owner.
- 5. <u>Insurance</u>. Throughout the term of this Agreement, each Owner shall procure and maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in paragraph 2.2 above), death, or property damage occurring upon such Owner's Parcel, with single limit coverage of not less than an aggregate of One Million Dollars (\$1,000,000.00) including umbrella coverage, if any, and naming each other Owner (provided the Owner obtaining such insurance has been supplied with the name of such other Owner in the event of a change thereof) as additional insureds.
- 6. <u>Taxes and Assessments.</u> Each Owner shall be responsible for, and pay, all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Parcel.
- 7. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Parcel A or Parcel B. No easements, except those expressly set forth in paragraph 2, shall be implied by this Agreement.
- 8. Remedies and Enforcement.

1511019077 Page: 6 of 14

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- 8.1 <u>All Legal and Equitable Remedies Available</u>. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, 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.
- 8.2 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion) or any Owner shall have the right to perform such c'aligation contained in this Agreement on behalf of such defaulting Owner and be reimburse! by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by Northern Trust (its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by lew). Notwithstanding the foregoing, in the event of an emergency, an Owner may incrediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%), as above described.
- 8.3 Lien Rights. Any claim for reimborsement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to any Owner in enforcing any payment in any suit or proceeding under this Agreement shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner until paid, effective upon the recording of a notice of lien with respect thereto in the Office of the County Recorder of Cook County, Illinois; provided, however, that any such Assessment Lien 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 Office of the County Recorder of Cook County, Illinois 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. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien.
- 8.4 <u>Remedies Cumulative</u>. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.
- 8.5 <u>No Termination For Breach</u>. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. The preceding sentence shall not apply in the event that any final and no longer appealable judgment has not been satisfied within thirty (30) days after such judgment or award has become final or in the event that a court of competent jurisdiction

1511019077 Page: 7 of 14

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determines that the breach by one party has effected a termination of this Agreement. Upon any such termination, by lapse of time or otherwise, any improvements made by one party upon the property of the other party shall be deemed abandoned. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise or any grantee, assign or other successor in interest to the parties hereto.

- 8.6 <u>Irreparable Harm.</u> In the event of a violation or threat thereof of any of the provisions of paragraphs 2 and/or 3 of this Agreement, each Owner agrees that such violation or threat thereof shall cause the nondefaulting Owner and/or its Permittees to suffer irreparable harm and such nondefaulting Owner and its Permittees shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of paragraphs 2 and/or 3 of this Agreement, the non-defaulting Owner, in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of paragraphs 2 and/or 3 of this Agreement.
- Term. The easements, covenant, conditions and restrictions contained in this Agreement shall be effective commencing or ine date of recordation of this Agreement in the office of the Cook County Recorder and shall remain in full force and effect thereafter for a term of twenty (20) years, unless this Agreement is extended, modified, amended, canceled or terminated by the written consent of all then record Owners of Parcel A and Parcel B in accordance with paragraph 10.2 hereof. Upon the expiration of the initial twenty (20) year term, this Agreement shall be automatically renewed for one (1) additional twenty (20) year period without the necessity of notice from either party until terminated in the manner provided herein. Notwithstanding anything contained herein to the contrary, in the event, during the last twenty (20) years of the extended term hereof, either Owner may terminate this Agreement by providing written notice of termination to the other Owner within sixty (60 days following the date on which an Owner obtains a demolition permit to demolish a substantial portion of the existing building located on a respective Parcel ("Demo Permit"); provided, however, the foregoing termination of this Agreement shall not be deemed effective unless and until the existing building which is the subject of the Demo Permit is substantially demolished within 80 days following issuance of the Demo Permit.

#### 10. Miscellaneous.

- 10.1 <u>Attorneys' Fees.</u> In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.
- 10.2 <u>Amendment</u>. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of Parcel A and Parcel B, evidenced by a document that has been fully

#### 1511019077 Page: 8 of 14

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executed and acknowledged by all such record Owners and recorded in the official records of the County Recorder of Cook County, Illinois.

- 10.3 <u>Consents</u>. Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing.
- 10.4 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.
- 10.5 No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.
- 10.6 Covenants to Run with Land It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.
- 10.7 Grantee's Acceptance. The grantee of any Parcel 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 Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set for h herein with respect to the property so acquired by such grantee.
- 10.8 <u>Separability</u>. Each provision of this Agreement and the application thereof to Parcel A and Parcel B are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared.
- 10.9 <u>Time of Essence</u>. Time is of the essence of this Agreement.

1511019077 Page: 9 of 14

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10.10 Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

10.11 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of the Parcel A Owner and Parcel B Owner are as follows:

Parcel A Owner:

Holiday Bowl Midwest, Inc.

c/o Moonbeam Investment Corporation 135 South LaSalle Street, Suite 2000

Chicago, Illinois 60603 PIN 13-18-100-092-0600

Parcel B Owner:

L fe Storage Centers - Harwood Heights, LLC

c/o LSC Development, LLC PIN 13-18-100-085-0000
777 Lake Zurich Road, Suite 200 13-18-100-084-0000

Barrington, Illinois 60010

13-18-100-096-0000

10.12 Governing Law. The laws of the State in which the Parcels are located shall govern the interpretation, validity, performance, and enforcement of this Agreement.

10.13 Estoppel Certificates. Each Owner, within twenty (20) day of its receipt of a written request from the other Owner(s), shall from time to time provide the requesting Owner, a certificate binding upon such Owner stating. (a) to the best of such Owner's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation, and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

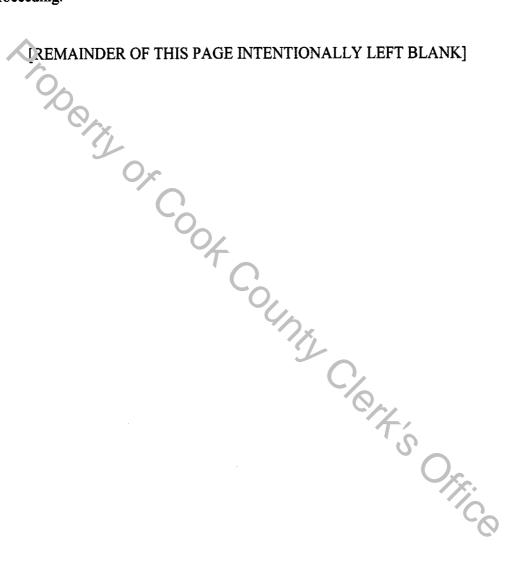
10.14 <u>Bankruptcy</u>. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

10.15 <u>Condemnation</u>. If the portion of Parcel A upon which the Sign is located or a substantial portion of the Parking Easement is taken by any public authority by the exercise, or under the threat of the exercise, of the power of eminent domain (collectively, a "condemnation"), or if as a result of such condemnation Parcel A Owner is unable to construct and locate a substitute sign in a comparable location after giving effect to such taking, then this Agreement shall terminate upon notice by either party as of the date that the right to possession is taken as to such Parcel to the extent applicable to this Agreement. All compensation awarded for any taking under the power of eminent domain, whether for the whole or a part of the Property affected thereby, shall be the property of the Owner of such Parcel whether such damages shall be awarded as compensation for diminution in the value of the leasehold or to the fee of the Parcel or

1511019077 Page: 10 of 14

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otherwise, and each non-Owner hereby assigns to the Owner all of the non-Owner's right, title and interest in and to any and all such compensation; provided, any non-Owner may seek a separate award in a separate action for Owner's personal property and each party will cooperate with the other party with regard thereto. Each party agrees to execute such instruments of assignment as may be required by the other party to join with such Owner in any petition for the recovery of damages, if requested by such Owner, and to turn over to such Owner any such damages as may be recovered in any such proceeding.



1511019077 Page: 11 of 14

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

PARCEL A OWNER:	PARCEL B OWNER:
HOLIDAY BOWL MIDWEST, INC., a Delaware corporation	LIFE STORAGE CENTERS - HARWOOD HEIGHTS, LLC, an Illinois limited liability company
Name: Tinothy D. Friedman Its: Vice President	By:
STATE OF ILLINGIS ) SS.	
COUNTY OF COOK )	y Public in and for said County, in the State
HOLIDAY BOWL MIDWEST, INC. Delaware	corporation, personally known to me to be the
same persons whose name is subscribed of the for appeared before me this day in person and acknown instrument as his own free and voluntary act and as	vledged that he signed and delivered the said
for the uses and purposes therein set forth.  Given ugder my hand and Notarial Seal this	December 472. day of October, 2014.
OFFICIAL SEAL JOHN HARDER NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:03/01/16	Public Public
STATE OF ILLINOIS  Motionry  (COUNTY OF COOK  ) SS.	TŚ
I, Wendy Musick, a Notary aforesaid, do hereby certify that STORAGE CENTERS – HARWOOD HEIGHTS	Public in and for said County in the State  LLC an Illinois limited liability company
personally known to me to be the same person instrument as such <u>landal</u> appeared before that he signed and delivered the said instrument as	whose name is subscribed to the foregoing ore me this day in person and acknowledged his own free and voluntary act and as the free
and voluntary act of said limited liability company for the uses and purposes therein set forth.  Given under my hand and Notarial Seal this Alba day of October, 2014.	
Given under my hand and Notarial Seal this  OFFICIAL SEAL  WENDY MUSICK  NOTARY PUBLIC - STATE OF ILLINOIS  MY COMMISSION EXPIRES:04/23/15  Notary	Public musch
Exhibit "A" - Legal Descriptions of Parcels A and B. Exhibit "B" -	Site Plan

Site

Plan.

1511019077 Page: 12 of 14

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#### EXHIBIT A

#### **LEGAL DESCRIPTION**

#### Parcel A

The South 496 feet of the North 826 feet (except the East 263.6 feet thereof) of Lot 4 in the C.R. Ball Subdivision of the North Half of the Northwest Quarter of Section 18, Township 40 North, Range 13, East of the Third Principal Meridian (except school lot) and of the North 25.4 acres of the Northeast Quarter of Section 13, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

#### Parcel B

JOY OF The North 826 feet of the East 26, 60 feet of Lot 4 in C.R. Ball Subdivision of the North Half of the Northwest Quarter of Section 18, Township 40 North, Range 13 East of the Third Principal Meridian (except school lot) and of the North 25.4 acres of the Northeast Quarter of the orth,

Olynomic Clarks
Olynomic Clarks Northeast Quarter of Section 13, Township 40 North, Range 12, in Cook County, Illinois.

1511019077 Page: 13 of 14

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**EXHIBIT B** 

**SITE PLAN** 

[SEE ATTACHED]

Property of Cook County Clark's Office

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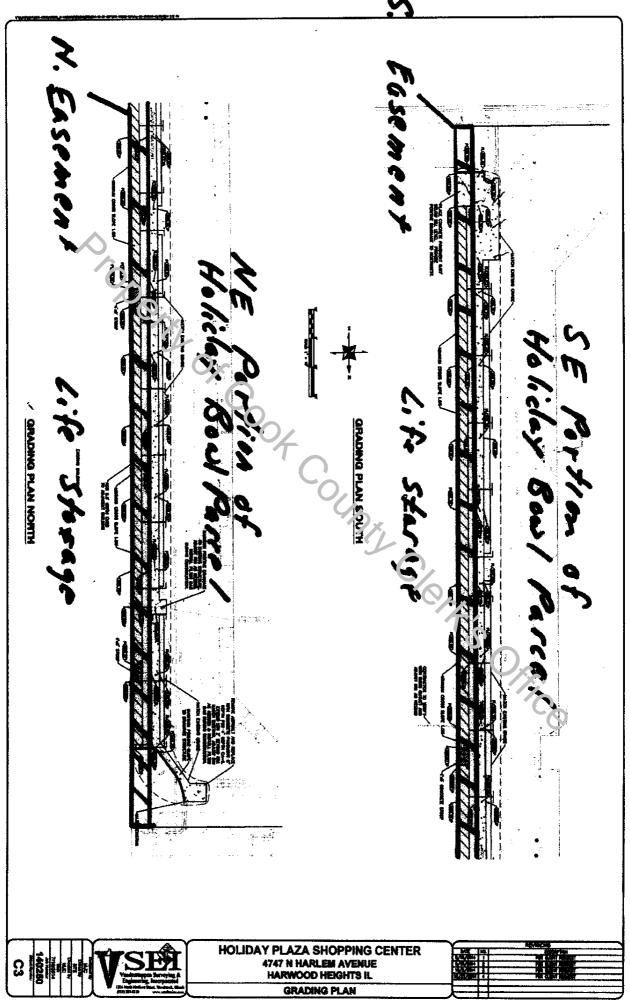


Exhibit B