

# UNOFFICIAL COPY



Doc#: 1604050069 Fee: \$60.00  
RHSP Fee:\$9.00 RPPF Fee: \$1.00  
Karen A.Yarbrough  
Cook County Recorder of Deeds  
Date: 02/09/2016 11:42 AM Pg: 1 of 12

## [EXHIBIT A]

This Instrument was prepared by  
And upon recording return to:  
Economic Development Division  
City of Evanston  
2100 Ridge Ave.  
Evanston, IL 60201

[RECORDING AREA]

## DECLARATION OF COVENANTS AFFECTING REAL PROPERTY

THIS DECLARATION OF COVENANTS AFFECTING REAL PROPERTY ("Declaration") is entered into this 8th day of January, 2016 ("Effective Date"), by and between the CITY OF EVANSTON, a public body corporate and politic ("City"), and Bea Rashid ("Participant").

### RECITALS:

- A. Participant owns fee title to, or holds a valid leasehold interest in, that certain improved real property located at 1934 Demoster St. in the City of Evanston, County of Cook, State of Illinois (hereinafter referred to as the "Property"). The property is improved with a commercial building currently used as Dance Center Evanston. A legal description of the Property is attached hereto and incorporated herein as Exhibit "1".
- B. The Site is within the City of Evanston ("City").
- C. Participant has entered into a Storefront Modernization Program Agreement (the "Program Agreement") with the City, dated as of January 8th, 2016, concerning the "Project" (as defined in the Program Agreement), City's provision to provide the Participant a rebate in the amount of half of the total project cost not to exceed Fifty thousand dollars (\$50,000), in the form of a loan, to assist Participant in developing the Project (the "Rebate"), and related matters, which Program Agreement is on file with the City as a public record and is incorporated herein by reference. All defined terms used herein shall have the same meaning as in the Program Agreement unless otherwise stated.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and for other valuable consideration, the sufficiency of which is hereby acknowledged, City and Participant hereby agree as follows:

City of Evanston – Storefront Modernization Program Agreement

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1. Participant hereby covenants as follows, which covenants shall run with land and shall be binding upon itself and its assigns, and each successor-in-interest to the Property or any portion thereof:
  - a) To not transfer or encumber the Site or any portion thereof or assign any of its rights or obligations hereunder, under the Program Agreement, or under this Declaration without obtaining the prior written consent of the City.
  - b) To maintain the insurance required pursuant to the provisions of Article VIII of the Program Agreement.
  - c) To indemnify, defend, and hold the City, and their respective officers, officials, members, employees, agents, and representatives (collectively, the "City and City Personnel"), harmless from and against all liabilities, losses, damages, costs and expenses, including reasonable attorney's fees, expert witness fees, and court costs (hereinafter, collectively, "Claims"), arising from or as a result of the death or injury to any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person and which is caused by any acts or any errors or omissions of Participant or any of its employees, agents, servants, invitees, contractors, or subcontractors; provided, however, Participant shall not be required to indemnify, defend, and hold harmless the City if the Claim arises from or is caused in whole by active negligence or willful misconduct of the City, or any of their employees, agents, servants, invitees, contractors, or subcontractors.
  - d) To not devote the Property to uses inconsistent with applicable laws, rules, and regulations of any governmental agencies having jurisdiction.
  - e) To maintain the Property and all improvements including the Improvements constructed as the Project, in first class condition and repair and in accordance with all applicable laws, rules, ordinances, orders, and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having jurisdiction and all their respective departments, bureaus, and officials. Participant shall not permit any accumulation of weeds, rubbish, or debris on the Property, and shall promptly remove any graffiti or other defacement of the Property. Participant shall not permit any unlawful use or public or private nuisance to be maintained on the Site.
  - f) To repay the Rebate pursuant to the terms of Article XVII Paragraph C of the Program Agreement, when such repayment is required under the terms thereof.
  - g) That there shall be no discrimination against, or segregation of, any persons, or group of persons, on any basis of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or

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physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- h) That, if the Participant hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- i) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all Participants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability.
2. All of the covenants, easements, agreements, conditions and restrictions contained herein, whether affirmative or negative: (a) are made for the direct benefit of the Benefited Property; (b) are covenants running with the land; (c) are appurtenant to and shall not be conveyed or otherwise transferred separately from the Benefited Property, or the Site; and (d) bind and inure to the burden or benefit, as the case may be, of the respective heirs, personal representatives, successors and assigns of the parties hereto, including, without limitation, successive owners of all or any portion of, respectively, the Benefited Public Property and the Site.
3. The covenants and agreements established in this Declaration shall, without regard to technical classification and designation, be binding on Participant for the benefit of and in favor of the City, regardless of whether the City own or hold any interest in real property butting or adjacent to the Site or within the Project Area. Notwithstanding the foregoing or anything to the contrary herein, neither Participant nor any assign or successor-in-interest to the Site shall have any liability or responsibility for the breach of any covenant or agreement contained herein by any other assign or successor-in-interest to the Property that would constitute a breach or violation of the provisions hereof. At the termination of the Program Agreement, Participant may request that the City release the covenants set forth herein. The decision whether to release said covenants shall remain in the sole discretion of the City, which shall not be unreasonably withheld.

[end - signature page follows]

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IN WITNESS WHEREOF, City and Participant have entered into this Declaration as of the Effective Date.

("City" )

CITY OF EVANSTON, an Illinois Municipal Corporation

By: Wally Bohannon

Its: City Manager

Dated: 1-15-16

("Participant")

Bea Rashid (signature)

By: Bea Rashid

Its: Director

Dated: 1/11/16

*Shirley A. Turner-Calder*



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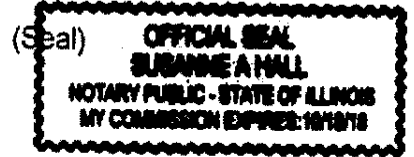
State of Illinois )  
County of Cook )

On January 15, 2016 before me, Suzanne Hall (insert name and title of the officer) Notary Public, personally appeared Wally Rebkiewicz, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Suzanne Hall



State of Illinois  
County of Cook

On January 10, 2016 before me, SHIRLEY A TURNER-CALDER (insert name and title of the officer) Notary Public, personally appeared BETRIX RASHID, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature Shirley A. Turner-Calder



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## Owner Consent to Declaration

### CONSENT TO RECORDATION

Azzurni of Evanston, LLC (owner of the fee interest in the real property legally described in Exhibit "A" hereto, consents to the recordation of the foregoing Declaration of Covenants Affecting Real Property against said real property and agrees to be bound by the terms thereof applicable to the participant.

Dated: 1-13-16

[Signature] (signature)

By: President

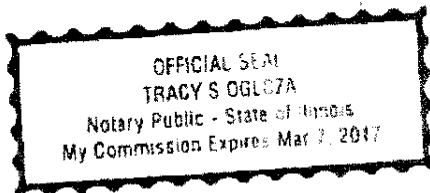
State of Illinois  
County of Cook }

On January 13, 2016 before me, Carmine Pratesia, president (insert name and title of the officer), Notary Public, personally appeared Carmine Pratesia, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument of the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Tracy S Ogletza (Seal)





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## Exhibit B: LEGAL DESCRIPTION OF PROPERTY

(Attach behind this page)

Property of Cook County Clerk's Office

A large, stylized handwritten signature in black ink is written over the diagonal watermark text.

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## LEGAL DESCRIPTION

### PARCEL 1:

LOT 1 IN BANBURY THIRD CONSOLIDATION, RECORDED MARCH 27, 1987 AS DOCUMENT 87162462 BEING A CONSOLIDATION OF PART OF LOT 1 IN BANBURY SECOND CONSOLIDATION AND PART OF LOT "A" IN CALHOUN NORTON CONSOLIDATION, PART IN THE NORTH WEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM THAT PART OF BANBURY THIRD CONSOLIDATION, BEING A CONSOLIDATION PLAT RECORDED AS DOCUMENT NUMBER 87162463, LEGALLY DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 8, 9, 10, 11 AND 12 IN BLOCK 2 IN GROVER AND PINER'S ADDITION TO EVANSTON, A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 12 AT ITS INTERSECTION WITH A LINE DRAWN 45.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE BETWEEN THE TWO MAIN TRACKS (THE NORTHWESTERLY OF TWO MAIN TRACKS HAVING BEEN REMOVED) OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, AS SAID CENTER LINE WAS ORIGINALLY LOCATED AND ESTABLISHED; THENCE NORTHEASTERLY PARALLEL WITH SAID ORIGINAL CENTER LINE A DISTANCE OF 241.64 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 5.00 FEET; THENCE SOUTHWESTERLY ALONG A LINE DRAWN 40.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE AFORESAID ORIGINAL CENTER LINE, A DISTANCE OF 239.35 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF LOT 12 AFORESAID; THENCE WEST, ALONG SAID SOUTH LINE A DISTANCE OF 5.49 FEET TO THE HEREINBEFORE DESCRIBED POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

NON EXCLUSIVE PERPETUAL UTILITY EASEMENT FOR THE BENEFIT OF PART OF PARCEL 1 ON, OVER, UNDER, THROUGH AND ACROSS:

THE WESTERLY 15 FEET, AS MEASURED AT RIGHT ANGLES TO THE WEST LINE THEREOF, OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF LOT 1, IN BANBURY CONSOLIDATION IN THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 19, 1986 AS DOCUMENT 86107329, DESCRIBED AS FOLLOWS:



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COMMENCING AT THE MOST SOUTHWESTERLY CORNER OF SAID LOT 1, THENCE NORTH 87 DEGREES, 29 MINUTES, 24 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 32.93 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING NORTH 87 DEGREES, 29 MINUTES, 24 SECONDS EAST ALONG SAID SOUTH LINE A DISTANCE OF 71.36 FEET TO A CORNER OF LOT 1, BEING ALSO THE SOUTH WEST CORNER OF LOT "A" IN CALHOUN NORTON CONSOLIDATION IN THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SAID SECTION 24, RECORDED MARCH 3, 1965 AS DOCUMENT 19396701; THENCE NORTH 21 DEGREES, 51 MINUTES, 29 SECONDS, EAST ALONG THE SOUTH LINE OF SAID LOT 1, BEING ALSO THE WEST LINE OF SAID LOT "A" IN CALHOUN NORTON CONSOLIDATION, A DISTANCE OF 326.30 FEET TO A CORNER OF LOT 1; THENCE NORTH 87 DEGREES, 29 MINUTES, 24 SECONDS, EAST ALONG THE SOUTH LINE OF SAID LOT 1, BEING ALSO THE WEST LINE OF SAID LOT "A" IN CALHOUN NORTON CONSOLIDATION, A DISTANCE OF 16.47 FEET TO A CORNER OF LOT 1, THENCE NORTH 21 DEGREES, 51 MINUTES, 29 SECONDS, EAST ALONG THE SOUTH LINE OF SAID LOT 1, BEING ALSO THE WEST LINE OF SAID LOT "A" IN CALHOUN NORTON CONSOLIDATION, A DISTANCE OF 34.53 FEET; THENCE SOUTH 87 DEGREES, 29 MINUTES, 24 SECONDS, WEST 87.83 FEET, THENCE SOUTH 21 DEGREES, 51 MINUTES, 29 SECONDS, WEST 360.84 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AS CONTAINED IN EASEMENT AGREEMENT MADE BY NORTH WEST NATIONAL BANK OF CHICAGO, TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 14, 1979 AND KNOWN AS TRUST NUMBER 5502, NORTHERN TRUST BANK OF PALM BEACH, FLORIDA N. A., NAN P. NORTON DELATUCSII (FORMERLY KNOWN AS NAN P. NORTON) AND MICHAEL C. NORTON AS TRUSTEES UNDER THAT CERTAIN CALHOUN-NORTON MARITAL TRUST CREATED BY A TRUST AGREEMENT DATED DECEMBER 6, 1979 (COLLECTIVELY THE NORTON TRUSTEES), SPENS CONTROLS, INC., CORPORATION OF ILLINOIS, LA SALLE NATIONAL BANK TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 9, 1986 AND KNOWN AS TRUST NUMBER 111203, (THE LA SALLE TRUST) AND BANBURY/EVANSTON LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, DATED OCTOBER 1, 1986 RECORDED NOVEMBER 16, 1986 AS DOCUMENT 86522197, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1908-1910 DEMPSTER STREET AND 1112-1122  
DODGE AVENUE, EVANSTON, ILLINOIS

PERMANENT TAX INDEX NUMBER: 10-24-108-038-0000



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## EXHIBIT C: CERTIFICATION OF OWNERSHIP AND CONSENT

This CERTIFICATION OF OWNERSHIP AND CONSENT (this "Consent") is executed by the undersigned ("Owner") at the request of Dance Center Evanston ("Tenant").

1. Owner is the owner in fee of that certain real property located at 1934 + 1938 Compster in the City of Evanston, County of Cook, State of Illinois (the "Property").
2. The Property is improved with a building (the "Building"). The Property is currently leased to Dance Center Evanston who operates a business thereon (the "Tenant").
3. The Tenant has submitted an Application to the City of Evanston (the "City") pursuant to the City's Storefront Modernization Program (the "Program") for a rebate in connection with certain improvements the Tenant contemplates making to the Building (the "Improvements").
4. The Tenant has entered into a Program Agreement with the City that sets out the terms and conditions of the Program, and includes the Program Guidelines. Pursuant to the Program Agreement if the Tenant completes construction of the Improvements within ninety (90) year after the date of the Program Agreement, and satisfies certain other requirements set forth therein, the Tenant will be eligible for a rebate (the "Rebate"). The Rebate will be in the form of a loan, the repayment of which will be forgiven if the Tenant maintains and does not alter or remove the Improvements for a period of five (5) years from the Tenant's receipt of the Rebate.
5. If the Tenant sells the business without obtaining the prior written consent of the City and/or fails to maintain or alters or removes the improvements before the close of the five (5) year period referenced above, the Tenant will be required to repay a prorata share of the Rebate.
6. One of the City's conditions to providing the Rebate to the Tenant is that a Declaration of Covenants Affecting Real Property is recorded against the Property which imposes certain maintenance and other requirements on the Property (the "Declaration"). This condition pertains to projects receiving a forgivable loan of \$5,000 or more.

Owner now wishes to provide its written consent to all of the foregoing.

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner hereby declares as follows:

1. Owner hereby consents to all of the following:
  - a. Tenant's execution of the Program Agreement and participation in the Program.
  - b. Tenant's construction of the Improvements.
  - c. The recordation against the Property of the Declaration, which Owner hereby agrees to execute, with signature(s) acknowledged, and deliver to the City when

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requested by the Tenant. This condition pertains to projects receiving a forgivable loan of \$10,000 or more.

2. The person or persons executing this Consent on behalf of Owner is fully empowered to do so and in so doing binds Owner according to the terms hereof.
3. Owner acknowledges that Tenant and City are relying upon the provisions of this Consent and that the City would not agree to provide the Rebate to Tenant without this Consent.
4. City is a third party beneficiary to this Consent.

IN WITNESS WHEREOF, Owner has executed this Consent as of \_\_\_\_\_  
(date).

"OWNER"

By: [Signature]  
(signature)

Its: President

By: \_\_\_\_\_  
(signature)

Its: \_\_\_\_\_

notary:

