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TRESSLER LLP  
233 SOUTH WACKER DRIVE  
22ND FLOOR  
CHICAGO, IL 60606  
ATTN: MICHAEL PETERS



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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 09/19/2017 01:14 PM PG: 1 OF 4

## DECLARATION OF ACCESSORY STRUCTURE USE AGREEMENT

THIS DECLARATION OF ACCESSORY STRUCTURE USE AGREEMENT (the "Agreement") is made as of this 11<sup>th</sup> day of September, 2017 (the "Effective Date"), by and between 10970 Archer Avenue Property, Inc., an Illinois corporation (the "Owner") and the Village of Lemont, an Illinois municipal corporation (the "Village"). The Village and the Owner are sometimes referred to as a "Party" or collectively as the "Parties".

### RECITALS

WHEREAS, the Owner holds fee simple title to the property commonly known as 508 State Street, Lemont, Illinois 60439 (the "Property") as more thoroughly described on Exhibit A, which is attached hereto and incorporated herein by this reference;

WHEREAS, the Property is currently improved with a single family residence and an accessory structure on the western half thereof that has historically been utilized as a coach house (the "Coach House");

WHEREAS, the Parties disagree as to whether the Coach House is a legal, non-conforming use under the Village's Municipal Code or whether said use was abandoned by Owner; and

WHEREAS, the Parties have determined that it is in their respective best interests to fully and completely settle and resolve their disagreement over the continued use of the Coach House based on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to the following:

1. **RECITALS.** The Recitals above are hereby incorporated into this Agreement as if fully set forth herein.
2. **USE RESTRICTION.** Neither the Owner, nor its agents, employees, successors, assigns, nor subsequent grantees of the Property, shall cause or allow the Coach House to

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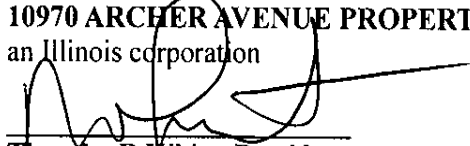
be rented out: (i) to any non-family member of the Owner; (ii) for any financial gain; or (iii) for any consideration.

3. **REPAIRS OF THE COACH HOUSE.** The Coach House may be repaired from time-to-time, but it shall only be replaced if destroyed by fire, tornado, storm or other acts of God. Notwithstanding the foregoing, the Coach House's size and footprint may never be expanded.
4. **DEFAULT AND REMEDIES.** If the Owner shall breach the terms of Section 2 or Section 3 then the Village shall have the right to (1) seek a court order from a court of competent jurisdiction mandating compliance with the terms of this Agreement, and any and all other rights or remedies that the court may deem appropriate; and (2) seek reimbursement from the Owner for all legal costs and attorneys' fees incurred by Village in obtaining a court order enforcing the terms of this Agreement.
5. **REDEVELOPMENT.** If the Owner decides to tear down and/or replace the existing single family residence on the Property, the Owner agrees to cease the use of the Coach House and shall thereafter comply in all respects with the Village's Municipal Code provisions, including but not limited to those provisions related to accessory structures.
6. **RUNS WITH THE LAND.** All provisions of this Agreement shall run with the land and shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. For the sake of clarification, the term "Owner" shall include 10970 Archer Avenue Property, Inc and its successors in title to the Property.
7. **INVALIDITY.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction such provision shall be deemed modified to the extent necessary to be valid and enforceable, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect.
8. **CONSTRUCTION.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.
9. **COUNTERPARTS.** This Agreement may be executed in counterparts, whether by fax, email, scan or original, each of which shall be deemed an original, and all of which, taken together, shall constitute a single instrument.
10. **LITIGATION.** In the event either Party elects to file any action to enforce the terms of this Agreement, the prevailing Party, as determined by the court in such action, shall be entitled to recover all of its court costs and reasonable attorneys' and paralegal's fees from the non-prevailing Party. The Parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court in the county where the Property is located.
11. **ENTIRE AGREEMENT AND MODIFICATION.** This Agreement embodies the understanding between the Parties hereto with respect to the Coach House and supersedes any and all prior agreements and understandings, whether written or oral, and whether formal or informal. This Agreement may only be modified by a written instrument executed by both Parties.

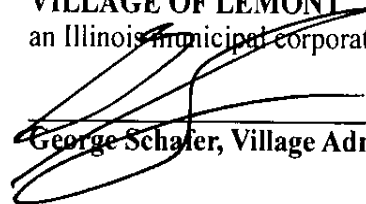
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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date and year first written above.

**10970 ARCHER AVENUE PROPERTY, INC.**  
an Illinois corporation

  
\_\_\_\_\_  
Timothy R White, President

**VILLAGE OF LEMONT**  
an Illinois municipal corporation

  
\_\_\_\_\_  
George Schaefer, Village Administrator

Property of COOK COUNTY  
RECORDER OF DEEDS  
Cook County Clerk's Office

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## EXHIBIT A

### THE PROPERTY

#### LEGAL DESCRIPTION:

LOT 8 IN BLOCK 1 IN NORTON AND WARNER'S SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (EXCEPT THE SOUTH 30 FEET THEREOF) IN SECTION 29, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 22-29-104-009-0000

COMMONLY KNOWN AS: 508 STATE STREET, LEMONT, ILLINOIS 60439

COOK COUNTY  
RECORDER OF DEEDS