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1728329060

**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING MAIL TO:**

Ronald A. Damashek
Stahl Cowen Crowley Addis LLC
55 W. Monroe, Suite 1200
Chicago, IL 60603

Doc# 1728329060 Fee \$64.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/10/2017 12:37 PM PG: 1 OF 14

RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement (“**Agreement**”) is made as of this 29th day of September 2017, by and between ALBANY BANK & TRUST CO. AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 24, 2015 AND KNOWN AS TRUST NO. 11-6397 (the “**CPO**”) and BANNER NORTHTOWN STORAGE, LLC (the “**NPO**”). The CPO and the NPO may collectively be referred to herein as the “**Parties**” or each individually, a “**Party**”.

RECITALS

A. The CPO is the current owner of that certain property which is legally described on Exhibit A hereto and commonly known as 6259-63 N. McCormick Boulevard, Chicago, Illinois, P.I.N. 13-02-220-031-0000 (the “**Center Parcel**”).

B. The NPO is the current owner of that certain property which is legally described on Exhibit B hereto and commonly known as 6341 N. McCormick Boulevard, Chicago, Illinois, P.I.N. 13-02-220-053-0000 and 13-02-220-052-0000 (the “**North Parcel**”). The Center Parcel and North Parcel are sometimes referred to hereafter each as a “**Parcel**” and collectively as the “**Parcels**”.

C. There is a parcel of land that is 20 feet wide and 212.18 feet long that runs from the western boundaries of the Parcels along the northern 212.18 feet of the northern boundary of the Center Parcel and the southern 212.18 feet of the southern boundary of the North Parcel, the northern 10 feet of which are part of the North Parcel and are owned by the NPO and the southern 10 feet of which are part of the Center Parcel and owned by the CPO, all as legally described on Exhibit C to this Agreement (the “**Strip Parcel**”).

D. The Parties desire to create a perpetual easement for pedestrian and vehicular ingress and egress for the mutual benefit of the Center Parcel and the North Parcel over, upon, and across the Strip Parcel under the terms of this Agreement.

E. The CPO represents to the NPO that the Center Parcel is not encumbered by a mortgage as of the date of this Agreement.

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Now, therefore, in consideration of the mutual covenants, agreements, easements and rights of the Parties herein described, and for such other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

1. The Recitals are incorporated by reference as though fully set forth herein.
2. The CPO and the NPO, for themselves, their successors and assigns, hereby declare and grant a perpetual, non-exclusive reciprocal easement over, upon, and across the Strip Parcel for pedestrian and vehicular ingress and egress, subject to the terms and conditions of this Agreement (the "Easement").
3. The use of the Easement by the NPO, its agents, invitees and licensees shall be limited to uses related to the maintenance, repair, rehabilitation, improvement, demolition, and replacement of the North Parcel and the buildings and improvements located or to be located thereon. For instance, by way of example only, and not by way of limitation, if the south side of the building located on the North Parcel requires tuck-pointing, the NPO's personnel and contractors shall have the right to access the south side of the building from the Strip Parcel and to stage and perform the construction work on the NPO's portion of the Strip Parcel for the duration of the tuck-pointing project. Any such maintenance or work shall be performed with reasonable care and shall not impede ingress or egress via the Strip Parcel other than as may be reasonably necessary or appropriate for the performance of such maintenance or work. Under no circumstances shall NPO's personnel, contractors, or agents performing work hereunder have any right to use any part of the CPO's portion of the Strip Parcel other than to access the North Parcel or the NPO's portion of the Strip Parcel, and the CPO shall retain all rights to exclude such individuals from its portion of the Strip Parcel for actions other than such access, including through the use of towing.
4. Subject to the usage described in the preceding paragraph, the CPO shall have the exclusive right to use the entire Strip Parcel for ingress and egress, including the right to determine the directional flow of traffic on the Strip Parcel and to mark the Strip Parcel to designate and facilitate traffic flow thereon. The CPO may erect any traffic signs reasonably necessary to effectuate the foregoing.
5. Neither of the Parties shall permit parking on the Strip Parcel, except to the extent necessary in conjunction with maintenance, repair, rehabilitation, improvement, demolition, and replacement of their respective Parcels and the buildings and improvements located or to be located thereon, in which case such parking will be allowed to the extent necessary or appropriate for the conduct of such activities (but not for parking of construction personnel's automobiles). For instance, by way of example only, and not by way of limitation, if the either of the Parties needs a crane to lift materials to the top of their building, the crane may park on that portion of the Strip Parcel falling within the boundary of such Party's Parcel until such task is completed. Under no circumstances will either Party have any right to access or use any part of the Strip Parcel falling outside the boundary of their respective portion of the Strip Parcel other than as described herein.
6. Each Party shall pay the real estate taxes due or to become due on the portion of the Strip Parcel owned by them, whether taxed separately or as part of the real estate taxes due on all or any

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portion of such Party's Parcel, without right of reimbursement from the other Party.

7. At its own cost and expense, the CPO shall maintain the Strip Parcel in good condition and repair, without right of reimbursement from NPO.

8. At its own cost and expense, the CPO shall pay any state, county, or city driveway permit fees related to the access of the Strip Parcel without right of reimbursement from the NPO.

9. The NPO shall have the right, but not the obligation, to install a fence at the southeast corner of its southernmost boundary of the North Parcel that is not currently improved with a building (the "SE Corner"). If such fence is installed within ten years of the date of this Agreement, such fence shall be installed north of the east-west line of the existing curb in the SE Corner, may extend to the eastern property line of the North Parcel in the SE Corner, and shall be substantially similar in style to that depicted on Exhibit D to this Agreement. At any time thereafter, any fence that the NPO may install in the SE Corner shall be installed north of the northern boundary of the Strip Parcel (where the Strip Parcel exists) and (elsewhere) north of the southernmost boundary of the North Parcel and shall be decorative. In addition, upon the latter of the NPO's receipt of the final certificate of occupancy for the building located on the North Parcel or December 31, 2017, the NPO shall landscape and maintain the SE Corner with landscaping substantially similar to that depicted on Exhibit E to this Agreement, replacing (if it chooses) the grass with large pebble stone and excluding (if it chooses) the fence on the east side of its property. Thereafter, any fence or landscaping installed or that has been installed in the SE Corner may be removed, installed, maintained, or replaced so long as such actions are in accordance with any applicable City of Chicago Code and that all of the above notwithstanding, the SE Corner, if unimproved with a structure, shall at all times be either landscaped, paved or covered with gravel or stone (or some combination of the foregoing), properly maintained, and kept clear of debris. Nothing in this paragraph shall be construed to limit or otherwise restrict the NPO's right to install fences or landscaping on any other portion of the North Parcel (excluding the Strip Parcel).

10. Each of the Parties and their respective successors and assigns shall abide by the Settlement Agreement entered into between the Parties contemporaneously with this Agreement. Upon request of one of the Parties (or such Party's successors and assigns), the other Party (or its successors and assigns) shall confirm in writing that the requesting Party's obligations under the Settlement Agreement have been satisfied or, if not, identify in writing which obligations remain outstanding.

11. Neither of the Parties shall construct any improvements on the Strip Parcel. However, the Parties each reserve the right from time to time to install, maintain, repair and replace utility conduits, including but not limited to storm and sanitary sewer facilities, beneath the surface of that portion of the Strip Parcel falling within the boundary of each owner's Parcel to service improvements now or hereafter constructed upon or beneath their respective Parcels. The party for whose benefit the surface of the Strip Parcel shall be affected for the uses and purposes described in this paragraph shall promptly restore the affected surface of the Strip Parcel at its sole cost and expense.

12. The NPO shall have the right to install such protective devices upon its building, (not

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in-ground) as are necessary to protect permanent occupiable improvements and structures placed on such Parcel or as may be required by City of Chicago zoning or building ordinances, regulations or the like (collectively, "Code"). However, unless required by Code, no such protective device installed by NPO upon that portion of its building that is adjacent to the north end of its 10 foot portion of the Strip Parcel shall extend more than 6 inches away from the building.

13. Nothing in this Agreement to the contrary withstanding shall prevent or preclude either of the Parties from improving their respective Parcels by adding occupiable additions or new occupiable permanent structures or by moving or relocating existing occupiable structures within the legal boundaries of their respective Parcels other than within the Strip Parcel.

14. The easements created hereby by each Party shall be for the benefit of the other Party (including trust beneficiaries if the owner shall be a trust), and such other Party's Parcel, owners, mortgagees and tenants, from time to time, together with their respective licensees and invitees. Notwithstanding the foregoing, only the Parties and their successors and assigns shall have the right to enforce this Agreement.

15. The rights and burdens created hereby shall run with the Land described herein and shall be binding upon and inure to the benefit of the Parties, their heirs, successors and assigns, whether or not any references hereto shall be specifically included in the granting clause of any mortgage, trust deed or deed of conveyance, it being understood and agreed that the terms, provisions and conditions of this instrument shall be deemed to be incorporated by reference in any such mortgage, trust deed or deed of conveyance.

16. 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 in this Agreement. 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 agreement set forth herein with respect to the property so acquired by such grantee.

17. Each provision of this Agreement and the application thereof to the North Parcel and Center Parcel 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.

18. In the event of a breach or threatened breach by any of the Parties of any of the terms, covenants, restrictions or conditions hereof, the other Party 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. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Party to

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cancel, rescind, or otherwise terminate this Agreement. If a Party has to initiate any litigation or other proceeding in order to enforce this Agreement then the prevailing Party shall be entitled to be awarded, in addition to any other relief to which it is entitled, its reasonable attorneys' fees and costs.

19. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the North Parcel, Center Parcel or Strip Parcel. No easements except those expressly set forth in this Agreement shall be implied by this Agreement.

20. 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 the North Parcel and Center Parcel, evidenced by a document that has been fully executed and acknowledged by all such record owners and recorded in the official records of the Recorder of Deeds of Cook County, Illinois.

21. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of execution of this Agreement and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record owners of the North Parcel and Center Parcel in accordance with Section 18 hereof.

22. This Agreement is entered into for the mutual benefit of the Parties in connection with the operation of their respective Parcels. In no event in this Agreement to be deemed to be or give rise to a partnership agreement or joint venture between the Parties.

23. 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 NPO and CPO are as follows:

NPO: BANNER NORTHTOWN STORAGE, LLC
c/o Banner Real Estate Group
500 Skokie Boulevard
Suite 600
Northbrook, Illinois 60062
Attn: CEO and General Counsel

CPO: American Business Concepts, Inc.
2506 North Clark Street, No. 160
Chicago, IL 60614

With a copy via email to the following counsel (or such counsel as may be designated in a subsequent notice):

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NPO's counsel:

Ronald A. Damashek
Stahl Cowen Crowley Addis, LLC
55 W. Monroe St., Suite 1200
Chicago, IL 60603
rdamashek@stahlcowen.com

CPO's counsel:

Elvis D. Gonzalez
Elvis Gonzalez, Ltd.
233 South Wacker Drive, Suite 2280
Chicago, IL 60606-7147
egonzalez@elvisgonzalezltd.com

24. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE
FOLLOWS]

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

**ALBANY BANK & TRUST CO.
UNDER TRUSTEE AGREEMENT DATED OCTOBER
24, 2015 AND KNOWN AS TRUST NO. 11-6397**

By: _____
Name: _____
Title: _____

BANNER NORTHTOWN STORAGE, LLC, a Delaware limited liability company

By: Banner Storage Manager III, LLC, a Delaware limited liability company,
its manager

By: Banner Storage Holding, LLC, a Delaware limited liability company,
its sole member

By: B-Dev Manager, LLC, an Illinois limited liability company,
its manager

By: 

Name: WILLIAM T. HENRY

Title: VICE PRESIDENT

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State of ILLINOIS)
) ss.
County of COOK)

I MELISSA ATTANASIO-POFFENBERGER a Notary Public in and for said County and State, do hereby certify that WILLIAM T. HENRY, personally known to me to be the VICE PRESIDENT of B-Dev Manager, LLC, an Illinois limited liability company, the Manager of Banner Storage Holding, LLC, a Delaware limited liability company, the Sole Member of Banner Storage Manager III, LLC, a Delaware limited liability company, the Manager of BANNER NORTHTOWN STORAGE, LLC, a Delaware limited liability company, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, in such capacity, he/she signed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act of said company, for the purposes and therein set forth.

Given under my hand and official seal, this 22nd day of September, 2017

Melissa Attanasio P
Notary Public

My commission expires: OFFICIAL SEAL
MELISSA ATTANASIO-POFFENBERGER
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Nov 16, 2020

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

**ALBANY BANK & TRUST CO.
UNDER TRUSTEE AGREEMENT DATED OCTOBER
24, 2015 AND KNOWN AS TRUST NO. 11-6397**

By: *Brenda Helms*
Name: Brenda Helms
Title: Trust Officer

This document is executed by ALBANY BANK & TRUST COMPANY, N.A. not personally but solely as Trustee, as aforesaid. All the covenants, including but not limited to all environmental representations and conditions to be performed hereunder by ALBANY BANK & TRUST COMPANY, N.A. are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against ALBANY BANK & TRUST COMPANY N.A., by reason of any of the covenants, statements representations or warranties contained in this instrument.

BANNER NORTHTOWN STORAGE, LLC, a Delaware limited liability company

By: Banner Storage Manager III, LLC, a Delaware limited liability company,
its manager

By: Banner Storage Holding, LLC, a Delaware limited liability company,
its sole member

By: B-Dev Manager, LLC, an Illinois limited liability company,
its manager

By: _____

Name: _____

Title: _____

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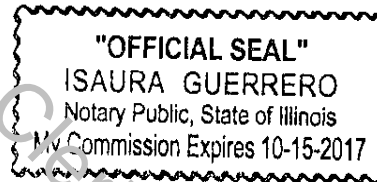
State of Illinois)
County of Cook) ss.

I Isaura Guerrero, a Notary Public in and for said County and State, do hereby certify that Brenda Helms, personally known to me to be the Trust Officer of ALBANY BANK & TRUST CO. UNDER TRUSTEE AGREEMENT DATED OCTOBER 24, 2015 AND KNOWN AS TRUST NO. 11-6397, and the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, in such capacity, he/she/they signed and delivered the said instrument as his/her/their free and voluntary act and as the free and voluntary act of said company, for the purposes and therein set forth.

Given under my hand and official seal, this 26 day of September 2017

Isaura Guerrero
Notary Public

My commission expires: 10/15/17

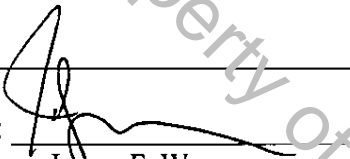


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CONSENT AND SUBORDINATION BY MORTGAGEE OF NORTH PARCEL

Old Second National Bank, a nationally chartered bank (the "NP Lender"), as successor ~~in~~ ^{By ASSIGNMENT} ~~interest~~ ^{From} to Talmer Bank and Trust, a Michigan state chartered bank, is the mortgagee under that certain Mortgage, Security Agreement and Assignment of Rents dated June 20, 2016 and recorded on June 21, 2016 as document number 1617334056 in the Office of the Recorder of Deeds of Cook County Illinois against the North Parcel as hereinabove defined, which secures a certain indebtedness (the "NP Mortgage"). The NP Lender hereby expressly consents to the execution of the foregoing Reciprocal Easement Agreement (the "Agreement") and the recordation thereof against the North Parcel and hereby subordinates the lien of the NP Mortgage to the Agreement.

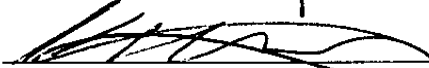
IN WITNESS WHEREOF, the NP Lender has caused this Consent and Subordination by Mortgagee to be executed this 22 day of SEPTEMBER, 2017.

By: 
 Name: James F. Wagner
 Title: Senior Vice President

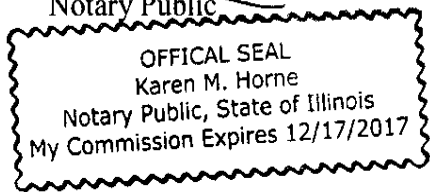
STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)

On this 22nd day of September, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared James F. Wagner, to me known to be the Senior Vice President of Old Second National Bank, a nationally chartered bank, that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said bank, for the purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

Given under my hand and Notarial Seal this 22nd day of September, 2017.


 Notary Public

My Commission expires: 12/17/2017



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EXHIBIT A – THE CENTER PARCEL

LOT 2 IN ANTHONY'S SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 6259-63 N. McCormick Boulevard, Chicago, Illinois

P.I.N. 13-02-220-031-0000

Property of Cook County Clerk's Office

**COOK COUNTY
RECORDER OF DEEDS**

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EXHIBIT B – THE NORTH PARCEL

TRACT 1:

THAT PART OF LOT 1 IN ANTHONY'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING ON THE EASTERLY LINE, A DISTANCE OF 173.11 FEET NORTH OF THE SOUTHEAST CORNER; THENCE 93 DEGREES 23 MINUTES 24 SECONDS FROM SAID CORNER WESTERLY 63.28 FEET; THENCE 224 DEGREES, 45 MINUTES, 38 SECONDS NORTHWESTERLY FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 79.91 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF MCCORMICK ROAD, BEING THE WESTERLY LINE OF SAID LOT 1, IN COOK COUNTY, ILLINOIS.

TRACT 2:

LOT 1 IN ANTHONY'S SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART LYING SOUTH OF THE FOLLOWING DESCRIBED LINE:

BEGINNING ON THE EASTERLY LINE, 173.11 FEET NORTH OF THE SOUTHEAST CORNER; THENCE 93 DEGREES 23 MINUTES 24 SECONDS FROM SAID CORNER WESTERLY 63.28 FEET; THENCE 224 DEGREES 24 MINUTES 38 SECONDS NORTHWESTERLY FROM THE LAST DESCRIBED COURSE 79.91 FEET. TO THE EASTERLY RIGHT-OF-WAY LINE OF MCCORMICK ROAD, BEING THE WESTERLY LINE OF SAID LOT 1, ALL IN COOK COUNTY, ILLINOIS.

EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF SOUTH 09 DEGREES 11 MINUTES 39 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 8.385 METERS (27.51 FEET); THENCE SOUTHWESTERLY 7.502 METERS (24.61 FEET) ON A CURVE TO THE RIGHT HAVING A RADIUS OF 171.796 METERS (563.63 FEET), THE CHORD OF SAID CURVE BEARS SOUTH 21 DEGREES 47 MINUTES 09 SECONDS WEST, 7.501 METERS (24.61 FEET); THENCE SOUTH 68 DEGREES 02 MINUTES 13 SECONDS WEST 5.726 METERS (18.79 FEET) TO THE WESTERLY LINE OF SAID LOT 1; THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE 18.661 METERS (61.22 FEET) ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 167.796 METERS (550.51 FEET), THE CHORD OF SAID CURVE BEARS NORTH 21 DEGREES 14 MINUTES 01 SECONDS EAST 18.651 METERS (61.19 FEET) TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 6341 N. McCormick Boulevard, Chicago, Illinois

P.I.N. 13-02-220-053-0000 (Tract 1) and 13-02-220-052-0000 (Tract 2)

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EXHIBIT C – THE STRIP PARCEL

THE WEST 212.18 FEET OF THE SOUTHERLY 10.00 FEET OF LOT 1 AND OF THE NORTHERLY 10.00 FEET OF LOT 2 IN ANTHONY'S SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

COOK COUNTY
RECORDER OF DEEDS