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Doc# 1805318023 Fee \$72.00

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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 02/22/2018 03:39 PM PG: 1 OF 18

40034056/4056A (20F8)

DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENT AGREEMENT

THIS DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENT AGREEMENT (this "Declaration"), made as of the 21 day of February, 2018, is made by CAOCAO-HWY, LLC, an Illinois limited liability company ("Declarant").

Recitals

A. Declarant is the fee owner of certain real property and improvements ("Shopping Center") situate in the City of Chicago, Cook County, Illinois, more fully described in Exhibit A attached hereto and made a part hereof.

B. Declarant has divided or cause to be divided the Shopping Center, which has been designated as "Parcel 1", "Parcel 2", and "Parcel 3" as set forth on that certain ALTA/NSPS Land Title Survey prepared by Vanderstappen Land Surveying Inc dated February 15, 2018 ("Survey"), a copy of which is attached hereto as Exhibit B and made a part hereof.

C. The Shopping Center is encumbered by certain commercial leases, as follows:

(1) Commercial Lease dated July 21, 2016, by and between Declarant's predecessor-in-interest and Starbucks Corporation, a Washington corporation ("Starbucks") (the "Starbucks Lease"), as evidence by that certain Memorandum of Lease recorded November 4, 2016 as document No. 1630915072.

(2) Modified Triple Net Lease Agreement dated July 20, 2017, by and between Declarant's predecessor-in-interest and Cellular Sales of Illinois, LLC, an Illinois limited liability company ("Cellular Sales") (the "Verizon Lease").

D. Starbucks is a commercial tenant occupying a building situated on Parcel 3 (the "Starbucks Parcel").

E. Cellular Sales is or will be the commercial tenant occupying a building situated on Parcel 1 (the "Verizon Parcel").

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F. Declarant desires to reserve and establish certain rights, privileges, burdens and benefits with respect to the Property so as to promote such integrated operation.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and grants of easement provided hereinbelow, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Declarant, Declarant hereby declares as follows:

1. **Incorporation of Recitals**. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2. **Definitions**. For the purposes of this Declaration, the following terms shall have the following respective meanings:

(a) **“Declarant”** shall mean CAOCAO-HWY, LLC, its successors and assigns.

(b) **“Owner”** means, in the singular and plural, as the case may be, any Person owning from time to time fee simple title to all or any portion of the Shopping Center, and their successors and/or assigns.

(c) **“Building”** shall mean a structure built on a portion of a Parcel.

(d) **“Codes”** shall mean the building and zoning codes of the City of Chicago, Illinois or of any successor governmental authority, as same maybe enacted from time to time.

(e) **“Parcel”** shall mean “Parcel 1”, “Parcel 2” or “Parcel 3” as depicted on the Survey.

(f) **“Parcel 1”** shall mean that certain parcel designated on the Survey as “Parcel 1,” bearing tax identification number 13-06-102-001.

(g) **“Parcel 2”** shall mean that certain parcel designated on the Survey as “Parcel 2,” bearing tax identification number 13-06-102-015.

(h) **“Parcel 3”** shall mean that certain parcel designated on the Survey as “Parcel 3,” bearing tax identification number 13-06-102-021.

(i) **“Occupant”** shall mean any Person or lessee from time to time entitled to use and occupancy of any portion of a Parcel of the Shopping Center under an ownership right or any lease, sublease, assignment, license, concession, or other similar agreement.

(j) **“Permittee”** shall be all Occupants and the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, subtenants, and concessionaires of Occupants insofar as their activities relate to the intended development, use and occupancy of the Shopping Center.

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(k) “**Person**” shall mean individuals, partnerships, firms, associations, corporations, limited liability companies, trusts, governmental agencies, administrative tribunals, or any other form of business or legal entity.

3. **Grant of Easements for Shared Facilities.** Subject only to the exclusives and restrictions hereinafter set forth in this Declaration, Declarant declares that each Parcel Owner (“**Burdened Parcel Owner**”) hereby gives, grants, and conveys to the other Parcel Owners (“**Beneficial Parcel Owner**”) perpetual, non-exclusive easements over, under, upon, across, and through those portions of the Burdened Parcel Owner’s Parcel which are specified in subparagraphs “a” through “i”, inclusive, of this Paragraph 2, for the use and benefit of Beneficial Parcel Owner’s Parcel; all of said easements for the respective uses specified in said subparagraphs (a) through (i) below (said easement portions being collectively referred to the “**Shared Facilities**”), together with any and all other rights of ingress, egress, and access which are reasonably necessary or appropriate to permit the full, non-exclusive use and enjoyment of the Shared Facilities by the Owners of Parcel 1, Parcel 2 and Parcel 3, and the Permittees and Occupants. The easements granted hereby shall be for the purposes, and subject to the terms and conditions, as set forth hereinbelow. The easement rights of the Owners of Parcel 1, Parcel 2 and Parcel 3 with regard to the Shared Facilities are and shall be perpetual (subject to Paragraph 10 below), and may not be terminated by any Owner, even if such Owner decides to change or discontinue the use of its Parcel or use such Parcel for a purpose not contemplated herein. In the event that any Owner makes any future changes, alterations or additions to the Shared Facilities, the rights of the other Owner shall automatically extend and apply fully to such alterations, changes or additions to the Shared Facilities.

(a) **Sanitary Sewer System Easement:** Any areas in which sanitary sewer pipes, lines, mains, equipment or facilities have been or will be installed in any one or all of Parcel 1, Parcel 2 or Parcel 3, and which sanitary sewer pipes, lines, mains, equipment or facilities are designed and intended to service any one or all of Parcel 1, Parcel 2 or Parcel 3, shall be subject to an easement for the purpose of construction, repair, maintenance, replacement and use thereof.

(b) **Storm Water System Easement:** Any areas in which any drainage facilities, equipment or structures have been or will be installed in any one or all of Parcel 1, Parcel 2 or Parcel 3, and which storm drainage facilities, equipment or structures are designed and intended to service in any one or all of Parcel 1, Parcel 2 or Parcel 3, shall be subject to an easement for the purpose of construction, repair, maintenance, replacement and use thereof.

(c) **Ingress and Egress Easement:** Any areas in which any driveways, roadways, entrances or exits to, from or through any one or all of Parcel 1, Parcel 2 or Parcel 3 are or may be located in any one or all of Parcel 1, Parcel 2 or Parcel 3 shall be subject to an easement for ingress, egress, and roadway purposes to, from and through each of the Parcels. In addition, the Property shall perpetually have and no party hereto shall alter, modify, block, close or relocate, without the prior written consent of all of the Owners (i) means of ingress and egress from Harlem Avenue or the means of ingress and egress from Northwest Highway.

(d) **Parking Easement:** Any areas in which parking facilities inclusive of lighting fixtures, traffic and directive signs and markings and striping have been or will be

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installed in any one or all of Parcel 1, Parcel 2 or Parcel 3, shall be subject to an easement for the purpose of parking provided that for so long as Parcel B is utilized for the operation of a Starbucks, the number of employee parking spaces utilized by the employees of the Occupant of Parcel 1 shall be a maximum of two (2) parking spaces and the employees of Occupant of Parcel 3 shall have a maximum of six (6) exclusive parking spaces on Parcel 2.

(e) **Water Main System Easement:** Any areas in which water mains, facilities, equipment or structures have been or will be installed in any one or all of Parcel 1, Parcel 2 or Parcel 3, and which water mains, facilities, equipment or structures are designed and intended to serve all Parcels, shall be subject to an easement for the purpose of construction, repair, maintenance, replacement and use thereof.

(f) **Utility Easement:** Any areas in which electric, cable television, telephone, natural gas and other utility facilities, equipment or structures have been or will be installed in any one or all of Parcel 1, Parcel 2 or Parcel 3, and which electric, cable television, telephone, natural gas facilities and other utility, equipment or structures are designed and intended to service all Parcels, shall be subject to an easement for the purpose of construction, repair, maintenance, replacement and use thereof.

(g) **Sidewalk Easement:** Any areas in which sidewalks are or may be located in any one or all of Parcel 1, Parcel 2 or Parcel 3 shall be subject to an easement for the general use of such areas by any one or all of Parcel 1, Parcel 2 or Parcel 3.

(h) **Signage - the Pylon or Monument Sign for the Shopping Center:** Provided that for so long as Parcel 3 is utilized for the operation of a Starbucks, the Occupant of Parcel 3 shall have top position on such sign and the location and size of the sign shall not vary.

(i) **Access:** Access over and across any one or all of Parcel 1, Parcel 2 or Parcel 3 for the use, maintenance and repair of their respective parcels.

4. **Scope of Easements.** Except as hereinafter provided, the use of the Shared Facilities shall be subject to such reasonable rules, regulations and restrictions as may be imposed thereon by the Owners, so long as such rules, regulations and restrictions are equally applicable to all Owners and their respective successors, assigns, tenants, licensees, guests, invitees, employees and representatives, and so long as such rules and regulations do not unreasonably interfere with, limit or restrict the rights, privileges and easements granted to the other Owner hereunder. For so long as Parcel 3 is utilized for the operation of a Starbucks, the Owners shall not allow any permanent or temporary kiosk, cart, or other obstruction to be constructed or placed on the Shopping Center within the Shared Facilities. For so long as Parcel 3 is utilized for the operation of a Starbucks, any changes, additions, or alterations to the Shared Facilities shall not (a) unreasonably or materially impair access to, visibility of, or frontage of the Parcel 3 Building; (b) materially affect the conduct of the customary business in the Parcel 3 Building; or (c) unreasonably or materially detract from Parcel 3 tenant's signage, create confusion regarding the business conducted in the Parcel 3 Building, or adversely affect the presentation of the Parcel 3 tenant's exterior signage and storefront.

5. **Permitted Users.** All of the easements granted hereunder shall inure to the benefit of, the Owners and their respective Occupant and Permittees.

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6. **Insurance.** Each Owner agrees to obtain and maintain at such Owner's own cost and expense, commercial general liability insurance with a single combined limit, including any umbrella or excess commercial policy, in an amount of not less than One Million and no/100 Dollars (\$1,000,000.00). An insurance company licensed to do business in the State of Illinois and Best's Rated A VII or better shall issue the insurance obtained. A certificate or a copy thereof shall be delivered to the other Owners within twenty (20) days after the execution of this Declaration and thereafter within thirty (30) days prior to the expiration of each such policy and, as often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained in like manner and to the like extent. Each insurance policy obtained in accordance herewith shall contain a provision that the insurer will give all named insureds at least thirty (30) days notice in writing in advance of any cancellation, termination or lapse, or the effective date of any reductions in the amounts of insurance or any other material change. Each insurance policy obtained in accordance herewith shall be written as a primary policy which does not contribute to and is not in excess of coverage which any insured or additional insured may carry. Any insurance required hereunder may be maintained by means of a policy or policies of blanket insurance covering additional items or locations or insureds. The Owners agree that, with respect to any loss or damage which is covered by insurance required hereunder, the Owner required hereunder to be carrying such insurance who incurs the loss or damage releases the other from any claims with respect to such loss or damage which is or would have been recoverable under such insurance. The Owners each hereby waive any rights one may have against the other on account of any loss or damage occurring to a subject Owner, or such Owner's Parcel, arising from any risk covered by property insurance then effect or which should have been covered by insurance in accordance with the provisions of this Paragraph 6. In addition, the Owners, for themselves and on behalf of their respective insurance companies, waive any right of subrogation that any insurance company may have against the Owners with respect to any such insured claim. It is the intent of the Owners that, with respect to any loss covered under a policy of property insurance, the Owners shall look solely to their respective insurance companies for recovery.

7. **Maintenance and Repair.**

(a) Each Owner shall maintain, repair and replace all Shared Facilities within the easements located on such Owner's property in good, neat, clean and working condition at all times, so as to provide the other Owner, Occupant and Permittee with the full use and enjoyment of the easements conveyed hereby. The Owners agree that, except as may be reasonably required in connection with the repair, restoration or replacement or construction of any Shared Facilities within the easements, they shall not remove any improvements, facilities, or equipment or otherwise interfere, except as set forth in Paragraph 11 below, with the use of the easements by the other, any Occupant or Permittee. No Owner shall install any permanent barricades or other improvements in a manner which would materially interfere with or obstruct the easements granted hereby.

(b) If an Owner, Owner's Occupant or an Owner's Permittee causes damage to a Shared Facility in any other Parcel, such Owner shall promptly repair the damage done, at its sole cost and expense and shall promptly restore the land as nearly as possible to the condition existing prior to such damage.

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(c) If any Owner fails to keep and maintain in good condition and repair its Shared Facilities for which such Owner is responsible under this Declaration, then any other Owner benefited by such Shared Facilities may give written notice of that failure to the defaulting Owner. If such defaulting Owner fails to commence to remedy such failure within twenty (20) days after receipt of such notice or fails to continue such cure with all due diligence to conclusion, the Owner giving the notice shall have the right, but not the obligation, to cause such Shared Facilities to be kept and maintained in good condition and repair, and in such event, the defaulting Owner shall reimburse the Owner doing the work within ten (10) days after written demand, for any and all reasonable costs and expenses incurred by such other Owner in doing the work.

(d) Each Owner shall pay, prior to any penalty attaching thereto, all real estate taxes, assessments and personal property taxes, if any, imposed upon the land and improvements and equipment located on its respective Parcel, provided, however, that any Owner may contest such taxes and assessments so long as such contest would not create material danger of loss of title to, or impairment in any way of the use of all or any portion of the Parcel so taxed or assessed.

(e) Each Owner shall cause the Shared Facilities and all buildings and improvements located on its respective Parcel to comply with all applicable requirements of law and governmental regulations applicable thereto; provided, however, that an Owner may contest any such law or regulation so long as such contest would not create any material danger of a loss of title to, or impairment in any way of the use of all or any portion of the Shared Facilities for their intended purposes.

(f) In the event any construction lien is filed against the Parcel of one Owner as a result of services performed or materials furnished in connection with the construction activities on another Parcel, the Owner of the Parcel upon which services were performed or materials furnished shall, within fifteen (15) days of the date such Owner becomes aware of such lien or receives written notice of same, whichever is earlier, will cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or by posting bond or other security as shall be required by law to obtain such release and discharge.

(g) Each Owner shall pay its proportionate share ("**Proportionate Share**") of all real estate taxes for the Shopping Center and all costs of repairing and maintaining the Shared Facilities (collectively, the "**Shared Facilities Costs**"). For purposes of this Declaration, each Owner's Proportionate Share of Shared Facilities Costs shall be based upon the ratio of the Building square footage of such Owner's Parcel to the Building square footage of Parcel 1 and Parcel 3 (which is 4,689 square feet). Declarant declares, as of the date of this Declaration, Parcel 3 consists of 2,149 square feet and that its Proportionate Share is 45.83% and that Parcel 1 consists of 2,540 square feet and that its Proportionate Share is 54.17%. Notwithstanding the foregoing provisions, in the event that any portion of the Shared Facilities is granted or dedicated to and accepted for ownership and maintenance by a utility, governmental agency or governmental body, then in such event the maintenance, repair and replacement, including the cost thereof, of that portion of the Shared Facilities shall be the responsibility of the utility, governmental agency or governmental body accepting the Shared Facilities or portion thereof. On or before February 1 of each year, the Owner of Parcel 3 shall reconcile the payment of the

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Shared Facilities Costs for the prior year and the shortfall, if any, due one Owner shall be paid by the other Owners no later than March 15 of that year.

(h) An Owner shall have the right at any time to relocate a portion of any utility, water or sewer line or related facility located on its Parcel upon thirty (30) days prior written notice to the other Owners, on the condition that the relocation:

(i) shall not materially interfere with or diminish the utility services of the Owner affected thereby;

(ii) shall be performed without cost or expense to such affected Owner;

(iii) shall have been approved by the utility company and the appropriate governmental or quasi governmental agencies having jurisdiction thereover;

(iv) shall not interfere with the business operations of the other Owners;

(v) if an electrical or telecommunication line is being relocated the Owner and the utility provider shall coordinate such interruption to eliminate detrimental effects upon the other Owners.

The Owner performing such relocation shall provide as-built plans for all such relocated utility lines to the other Owners within thirty (30) days after the date of completion of such relocation.

(i) The aggregate size of the building area on a Parcel shall at all times be consistent with all applicable laws, rules and regulations, including those regulating floor area ratios and lot coverage ratios, and each Owner shall ensure that the building area on its Parcel is of such a size and configuration that the number of parking spaces and the size of the open areas and landscaping areas on each Parcel shall be as required by applicable laws, rules and regulations, without reliance upon the area of the other Parcel for purposes of determining compliance. Notwithstanding the provisions of this Declaration which provide for cross easements for access and other purposes, each Parcel must meet and comply with all applicable parking requirements, floor area ratios, lot coverage ratios, open space and landscaping requirements and all other land development requirements as if this Declaration was not in effect, and all parking for a particular Parcel must be made or provided for on that Parcel itself.

(j) In connection with any construction, reconstruction, repair or maintenance on a Parcel, the Owner shall have the right to create a temporary staging and/or storage area on any portion of the Parcel so long as reasonable access is available over the Parcel for ingress and egress as provided in this Section 3(c) above.

(k) An Owner shall have the right to close off any portion of the Shared Facilities on its Parcel for such reasonable time as may be legally necessary, in the reasonable opinion of such Owner, to prevent the acquisition of prescriptive rights by anyone with respect to such Parcel; provided, however, that reasonably prior to closing off any portion of the Parcel, as herein provided, such Owner shall give written notice to the other Owners of its intention to do

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so, and shall make reasonable efforts to coordinate such closing with the other Owner so that no unreasonable interference in the passage of pedestrians or vehicles shall occur. An Owner shall have the right at any time, and from time to time, to exclude any person who is not an Occupant or Permittee from its Parcel.

8. **Default.** In the event an Owner defaults with respect to its obligations hereunder, and such Owner does not cure such default within twenty (20) days after receipt of written notice from the other Owner(s) (or if such default cannot be cured within such twenty (20) day period, if the defaulting Owner fails to commence to cure the default within such twenty (20) day period and thereafter to diligently proceed to cure the same as soon as reasonably practical), the non-defaulting Owner(s) shall have the right, but not the obligation, to perform such obligations on behalf of the defaulting Owner. In such event, the defaulting Owner shall pay all reasonable costs and expenses incurred by the non-defaulting Owner(s) in curing the default, upon demand therefor.

9. **Cooperation.** The Owners covenant and agree to mutually cooperate with one another in good faith, and to execute and deliver such other or additional documents and instruments as may be reasonably requested by the other Owners, or any lender to any of the Owners in order to further implement, effectuate, or clarify the terms and conditions hereof, or to better assure and effectuate the intent hereof. Specifically, but not by way of limitation, any Owner shall have the right to have specific legal description(s) prepared of some or all of the Shared Facilities, in which event the Owners covenant and agree to execute and deliver an amendment hereto for the purpose of better defining and delineating the Shared Facilities and the rights and easements granted hereby, subject to the review and approval of the holder(s) of any mortgage encumbering Parcel 1, Parcel 2 or Parcel 3.

10. **Termination.** The provisions of this Declaration shall become effective upon its execution by both parties and this Declaration shall be recorded in the Office of the Recorder of Deed of Cook County, Illinois, and shall continue in effect for a period of thirty (30) years after the date of such recordation, after which time this Declaration shall be automatically extended for successive periods of ten (10) years each, unless released in writing by all of the then Owners of the Shopping Center.

11. **Structural Change to a Parcel.** To the extent that either Owner makes any structural change to its individual Parcel, said change shall not interfere with the any other Owner's access and use of the Shared Facilities; provided, however, in the event that any structural change made by an Owner to its Parcel requires interference with the any other Owner's access and use of the Shared Facilities, said change shall be permissible so long as (i) the Owner making the structural change provides the other Owner(s) with forty-eight (48) hour prior written notice before making said change to the Parcel (except in the event of an emergency, in which case no prior written notice shall be required); (ii) the change does not unreasonably interfere with any other Owner's business operation. Notwithstanding any other provision of this Declaration to the contrary, all Owners shall at all times be subject to the Maintenance and Repair provisions set forth under Section 6 herein, including, but not limited to, when making any changes to their individual Parcel.

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12. **Right of Use.** All Owners shall grant each other right to use all licenses, permits, site plans, construction documents, and any other designs and approvals pertaining to the development, ownership, and/or operation of the improvements to be constructed on the Shopping Center, as necessary to develop their respective Parcels.

13. **Use Restriction/Exclusives.** For so long as Parcel 3 is utilized for the operation of a Starbucks, the Owners agree that:

(a) The Starbucks Parcel shall have the exclusive right to operate the Starbucks building and drive-through lane and outdoor seating area adjacent thereto for (i) a coffee store or (ii) any other lawful retail or restaurant use, including, without limitation, the sale of beer and wine, which does not conflict with any written exclusive use presently granted to the tenant of Verizon Parcel (“**Existing Exclusives**”).

(b) No portion of the Shopping Center (other than the Starbucks Parcel) shall be used for the sale of (i) whole or ground coffee beans; (ii) espresso, espresso-based drinks, or coffee-based drinks; (iii) tea or tea-based drinks; (iv) brewed coffee; or (v) blended beverages including, without limitation, those containing any of the following: coffee, espresso, tea, milk, cream, juice, and/or fruit. Notwithstanding the foregoing, other tenants on the Shopping Center may sell brewed coffee or brewed tea that is neither (i) gourmet nor (ii) brand identified and may also sell pre-bottled tea or pre-bottled tea-based drinks. For purposes hereof, “**gourmet**” shall be defined as: (a) Arabica bean-based or (b) sourced from a gourmet coffee or tea brand such as Coffee Bean & Tea Leaf, Intelligentsia, Peets, Caribou, Dunkin Donuts or similar branding. “**Brand identified**” shall mean coffee or tea that is advertised or marketed within the premises by its brand name, or served in a brand-identified cup.

14. **Miscellaneous.**

(a) **Amendment:** This Declaration may not be amended or modified in whole or in part except by an instrument in writing signed by the Owners, with joinder by all mortgagees of the Shopping Center, if any, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

(b) **Attorneys’ Fees:** In the event of any dispute pertaining to this Declaration, the easements granted hereby, the rights, duties, obligations or liabilities of the Owners hereto, the enforcement of any rights hereunder or the interpretation of any provision hereof, the prevailing Owner shall be entitled to recover reasonable attorneys’, paralegals’ and witnesses’ fees incurred in connection therewith from the other Owner, whether incurred before, during or after trial, upon any appellate level, in settlement, in mediation, in arbitration, in any declaratory action, or in any bankruptcy or insolvency proceeding.

(c) **Successors and Assigns:** All of the covenants, conditions and obligations herein contained shall be binding upon and inure to the benefit of the Owners, and their respective heirs, personal representatives, successors, and assigns, and shall be covenants running with the title to Parcels 1, 2 and 3. Upon sale or transfer of a Parcel, the selling or transferring Owner shall be released from any and all obligations under this Declaration, and by acceptance of a deed for a Parcel (or part thereof) the new Owner shall be deemed to have assumed all rights, obligations, and duties with respect to that Parcel under this Declaration.

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(d) **Covenants to Run with Land**: The easements, covenants, rights, duties and obligations created hereby shall run with and bind the land of the Owners, and be binding upon and inure to the benefit of the Owners, from time to time, of Parcel 1, Parcel 2 and Parcel 3. This Declaration may be enforced only by the Owners, from time to time, of Parcel 1, Parcel 2 and Parcel 3.

(e) **Governing Law**: This Declaration shall be governed by and construed in accordance with the laws of the State of Illinois and venue for any proceeding arising herefrom shall be in Cook County, Illinois.

(f) **Time of Essence**: Time is of the essence of this Declaration.

(g) **No Public Dedication**: Nothing herein contained shall be deemed to be a gift or dedication of any portion of the real property described herein to the general public or for the general public or for any public purposes whatsoever, it being the intention that this Declaration shall be strictly limited to and for the purposes herein expressed.

(h) **Headings**: The headings used in this Declaration are for convenience of reference only and shall not be deemed to vary the content of this Declaration or the covenants and agreements herein set forth, or limit the provisions or scope of any provisions hereof.

(i) **Notices**: All notices, demands, requests or other communications required hereunder shall be in writing and sent by United States registered, certified mail, postage prepaid, return receipt requested, addressed to each party hereto, as the case may be, at the address first hereinabove provided or such other address as any party may from time to time designate in writing to the other.

(j) **Indemnification**. Each Parcel Owner agrees to defend any litigation and to indemnify, defend, and save the other Parcel Owner(s) and its successors harmless from and against any and all claims for injury or death to persons or damage to or loss of property arising out of, alleged to have arisen out of, or occasion by the use, operation, and maintenance of the indemnifying parties Parcel, unless such injury, death, damage or loss shall have been due to a breach of this Declaration by the parties seeking such indemnity or the negligence of the parties seeking such indemnity, or by any such breach or negligence of its successors, assigns, tenants, customers or agents.

(k) **Eminent Domain**. In the event that any part of Parcel 1, Parcel 2 or Parcel 3 shall be taken by eminent domain or any similar authority of law, the entire award for the value of the land, buildings and improvements so taken shall belong to the Owner of the Parcel so taken or to its mortgagees or tenants, as their interest may appear, and no other Owner (or lessee or ground lessee of such other owner) shall claim any portion of such award by virtue of any interest created by this Declaration; provided, however, that any other party (or lessee or ground lessee) may file a collateral claim with the condemning authority over and above the value of the land, building and improvements being so taken to the extent of any damage suffered by such other party (or lessee or ground lessee) resulting from the severance of the area so taken, provided that such claim shall in no way diminish or affect the award of the party or mortgagee or tenants of the party whose property is taken.

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(l) **Counterparts:** This Declaration may be executed in counterparts, each of which will be deemed an original as against any party whose signature appears hereon, and all of which shall constitute one and the same agreement.

(m) **Severability:** If any provision of this Declaration, the deletion of which would not adversely affect the receipt of any material benefit by any Owner hereunder or substantially increase the burden of any Owner hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Declaration.

(n) **Estoppel Certificate.** Within ten (10) business days after receipt of written request from an Owner (the "**Requesting Party**"), the Owner receiving such request (the "**Requested Party**") shall execute an estoppel certificate certifying (i) to the best of the Requested Party's knowledge whether there exists any default under this Declaration on the part of the Requesting Party, and (ii) such other matters related to the terms of this Declaration as the Requesting Party may reasonably request with respect to the purpose for which the estoppel certificate is requested. If a Requesting Party requests issuance of more than two (2) certificates in any 12-month period, then the Requesting Party shall, as a condition to the obligation of the Requested Party to issue its certificate hereunder, pay the reasonable costs and expenses incurred by the Requested Party in issuing the third and subsequent certificates within such 12-month period. Any certificate may be relied upon by the Requesting Party and by any prospective lender, purchaser, tenant or other third party with an interest in any portion of the Shopping Center ("**Benefited Party**"), except that the Requested Party shall not be liable to the Requesting Party or any party requesting or receiving a certificate hereunder, on account of any information contained therein, notwithstanding the omission for any reason absent an intentional material misrepresentation, but the Requested Party shall be estopped with respect to the Requesting Party or any other Benefited Party from asserting any right or obligation or utilizing any defense which contravenes or is contrary to any such information.

(o) **Binding Effect.** The terms of this Declaration: (i) are made for the direct, mutual and reciprocal benefit of each Parcel; (ii) shall constitute and be enforceable as a mutual equitable servitude on each Parcel in favor of each other Parcel; (iii) shall constitute covenants running with the land within the Shopping Center; and (iv) shall be binding upon any person or entity acquiring any fee, leasehold or other interest in the Shopping Center or any part thereof. The terms of the Declaration shall inure solely to the benefit of, and shall be binding upon any Owner or tenant of a Parcel, provided that the respective Owner or tenant from time to time of a Parcel shall be liable in money damages and subject to the action for specific performance or injunctive relief only for breaches of the undertakings contained in this Declaration occurring during their respective periods of ownership or lease of each Parcel; provided further that with respect only to breaches of undertakings hereunder which occurred during the ownership of any predecessor in title, any successor in title to a Parcel shall be subject only to an action for specific performance or injunctive relief. Notwithstanding the foregoing, a successor-in-title to a Parcel shall take subject to any liens recorded in the public records pursuant to this Declaration to the extent those liens were recorded prior to the time the successor-in-interest obtained title to the Parcel, and nothing contained in this paragraph is intended to prevent the foreclosure of those liens against a Parcel acquired by the successor-in-interest.

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IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day and year first stated above.

CAO CAO-HWY, LLC,
an Illinois limited liability company,

By: 

Name: Se Jong Yoon

Its: Manager

Property of Cook County Clerk's Office

**COOK COUNTY
RECORDER OF DEEDS**

This Instrument Prepared By
and after recording, return to:

Greater Illinois Title Company
Attn: Anthony Chiong
120 N. LaSalle Street, Suite 900
Chicago, Illinois 60602

UNOFFICIAL COPY

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Se Jong Yoon, being the manager of CAOCAO-HWY, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such manager, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as 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 Notary Seal, this _____ day of February, 2018.

-See California Notary

Notary Public
My Commission Expires

UNOFFICIAL COPY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

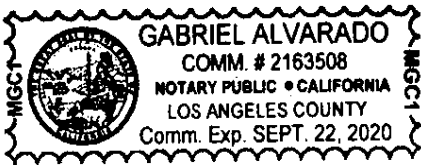
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California Los Angeles)
 County of Los Angeles)
 On 2/23/19 before me, Gabriel Alvarado Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared SE JONG YOUN
 Name(s) of Signer(s)

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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature _____
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

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EXHIBIT A

(Shopping Center)

TAX PARCEL NO.: 13-06-102-001

TAX PARCEL NO.: 13-06-102-015

TAX PARCEL NO.: 13-06-102-021

That certain tract of land situated in the County of Cook, State of Illinois, and more particularly described as follows:

LOT 24 (EXCEPT THERE FROM THE SOUTH EASTERLY 50 FEET) IN OWNERS DIVISION OF LOTS 1 TO 24 IN BLOCK 43 IN SUBDIVISION OF BLOCKS 6, 39, 40, 42, 43 AND LOT 12 IN BLOCK 37 IN NORWOOD PARK IN SECTION 6, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

(Survey)

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

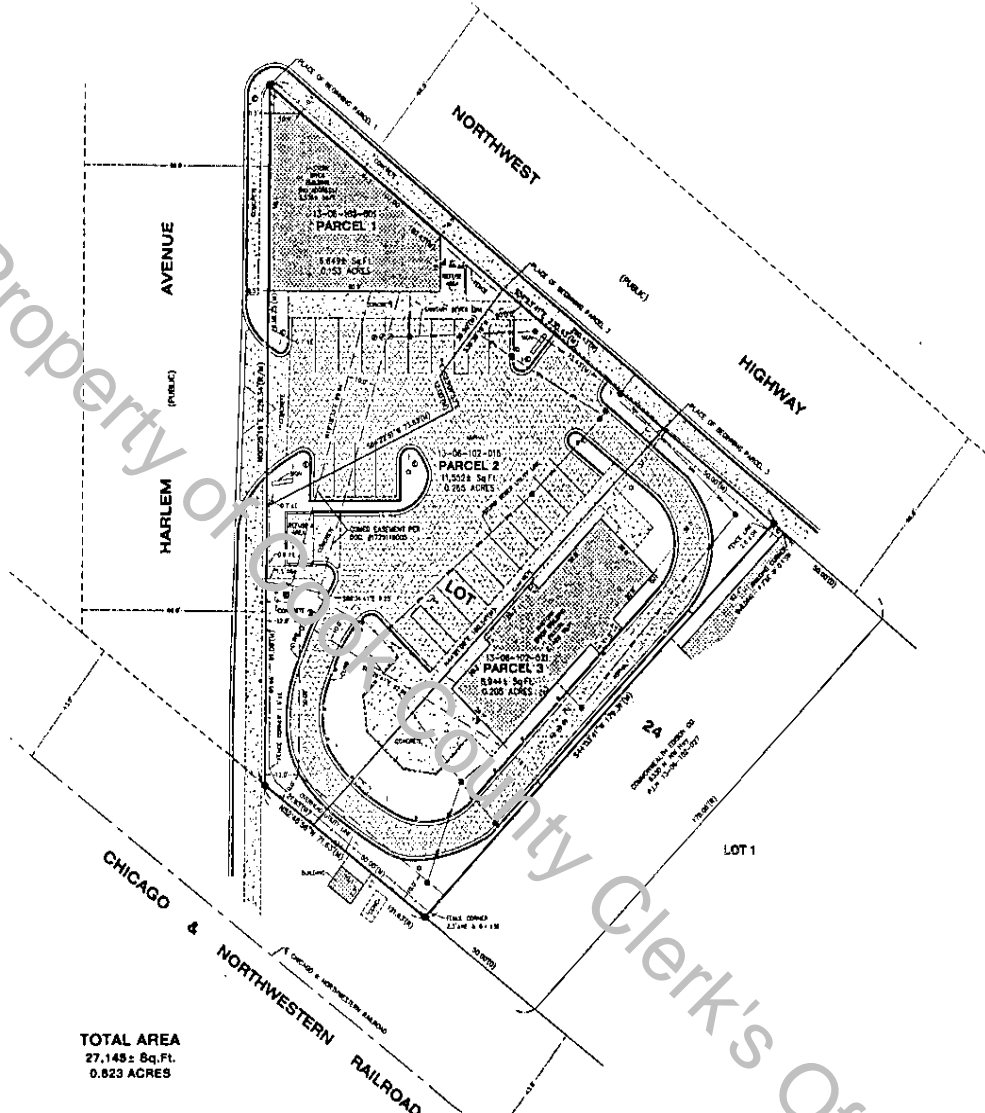
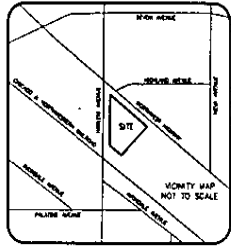
UNOFFICIAL TITLE COPY



PARCEL 1:
Part of Lot 24 in Owner's Division of Lots 1 to 24 in Block 43 in Subdivision of Blocks 8, 26, 40, 42, 43 and Lot 12 in Block 37 in Harvard Park in Section 8, Township 40 North, Range 13 East of the Third Principal Meridian, being described as follows: Commencing at the Northeast corner of said Lot 24, thence South 51 degrees 23 minutes 41 seconds East along the northwesterly line thereof, 107.00 feet; thence South 30 degrees 36 minutes 18 seconds West, 36.50 feet; thence South 23 degrees 07 minutes 33 seconds East, 12.00 feet; thence South 44 degrees 22 minutes 51 seconds West, 73.83 feet to the West line of said Lot 24; thence North 00 degrees 25 minutes 18 seconds East along said West line, 136.25 feet to the Place of Beginning, in Cook County, Illinois.

PARCEL 2:
Part of Lot 24 in Owner's Division of Lots 1 to 24 in Block 43 in Subdivision of Blocks 8, 26, 40, 42, 43 and Lot 12 in Block 37 in Harvard Park in Section 8, Township 40 North, Range 13 East of the Third Principal Meridian, being described as follows: Commencing at the Northeast corner of said Lot 24, thence South 51 degrees 23 minutes 41 seconds East along the northwesterly line thereof, 107.00 feet to the Place of Beginning, thence South 38 degrees 36 minutes 19 seconds West, 36.50 feet; thence South 23 degrees 07 minutes 33 seconds East, 12.00 feet; thence South 44 degrees 22 minutes 51 seconds West, 73.83 feet to the West line of said Lot 24; thence South 00 degrees 25 minutes 18 seconds West along said West line, 87.00 feet to the Southeast corner thereof; thence South 52 degrees 46 minutes 58 seconds East along the Southwesterly line of said Lot 24, a distance of 21.63 feet to a point 100.00 feet Northwesterly of the Southeast corner thereof; thence North 44 degrees 01 minutes 05 seconds East, 180.54 feet to the Northwesterly line of said Lot 24 and a point 100.00 feet Northwesterly of the Southeast corner thereof; thence North 51 degrees 23 minutes 41 seconds West along the said Northwesterly line, 73.45 feet to the Place of Beginning, in Cook County, Illinois.

PARCEL 3:
Part of Lot 24 in Owner's Division of Lots 1 to 24 in Block 43 in Subdivision of Blocks 8, 26, 40, 42, 43 and Lot 12 in Block 37 in Harvard Park in Section 8, Township 40 North, Range 13 East of the Third Principal Meridian, being described as follows: Commencing at the Northeast corner of said Lot 24, thence South 51 degrees 23 minutes 41 seconds East along the northwesterly line thereof, 107.00 feet to the Place of Beginning, thence continuing South 51 degrees 23 minutes 41 seconds East along said Northwesterly line, 30.00 feet to a point 50.00 feet Northwesterly of the Southeast corner thereof; thence South 44 degrees 03 minutes 41 seconds West, 178.31 feet to the Southwesterly line of said Lot 24 and a point 50.00 feet Northwesterly of the Southeast corner thereof; thence North 52 degrees 46 minutes 58 seconds West along said Southwesterly line, 50.00 feet; thence North 44 degrees 01 minutes 05 seconds East, 180.54 feet to the Place of Beginning, in Cook County, Illinois.

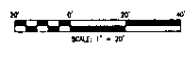


TOTAL AREA
27,148 ± Sq. Ft.
0.623 ACRES

SURVEYOR'S NOTES

- The utility easements shown hereon have been provided by Greater Illinois Title Company, Commitment #60034056 & #60034058 both dated January 9, 2017. The title information shown hereon is exclusive of that provided to the Surveyor by the Title insurer or the client. The Surveyor does not warrant the exact location of the utility easements shown hereon, but does state that they are located as accurately as possible from the information provided.
- Based on Flood Insurance Rate Map, Panel No. 1703100385, dated 8/19/2006, the subject property lies within Zone "X", areas determined to be outside the 0.2% annual chance floodplain.
- Distances are measured in feet and decimal places thereof, no dimension shall be assumed by scale measurement hereon. Distances and/or bearings shown with a "D" in parenthesis (D) are rounded or dead values, not field measured.
- Compare this plat, legal description and all survey monuments before building, and immediately report any discrepancies to the surveyor.
- The location of the property lines shown on the face of this plat are based on the legal description contained in the title commitment and shown hereon. This information has been furnished by the grant and compared to record deeds to check for gaps and/or overlaps. However, this survey may not reflect historical matters of title and ownership that have not been disclosed by the title commitment.
- Only the improvements which were visible from above ground at time of survey and through a normal search and walk through of the site are shown on the face of this plat. Lawn sprinkler systems, if any, are not shown on this survey.
- Monuments, wells and other utility pits or grates shown hereon are from field location of such, and only represent such utility improvements which are visible from above ground survey of the time of survey, through a normal search and walk through of the site. The labeling of these monuments (sanitary, water, etc.) are based solely on the stamped markings on the RFL. No underground observations have been made to verify the actual use or existence of underground utilities.
- Surface indications of utilities on the surveyed parcel have been shown. Underground and offset observations have not been made to determine the extent of utilities serving or existing on the property, public and/or private records have not been searched to provide additional information. Overhead wires and poles (if any) have been shown, however their function and dimensions have not been shown.
- The survey may not reflect all utilities or improvements, if such items are hidden by landscaping, or are covered by such items as gutters or gutters or when the site was covered with snow. At the time of survey, the site was not cleared by snow.
- The surveyed property is zoned B3-1 'Community Shopping District' based on the letter provided by the Department of Planning and Development of the City of Chicago dated February 9, 2018. Portable restrictions from said Zoning District have not been shown. (Particulars to Table A, Item 8).
- There is a total of 23 striped parking spaces for cars, including 2 of which are marked handicapped and none of which are for motorcycles. (Particulars to Table A, Item 9).
- The surveyor and those working under his supervision have no training with regard to identifying "wetlands", there were no wetlands delineated at the time of the fieldwork. (Particulars to Table A, Item 10).
- Exception 14 - Terms, provisions and conditions as contained in the no further remediation letter dated November 8, 2008 and attached to the existing underground storage tank abandonment notice issued by the Illinois Protection Agency and received December 8, 2008 as Document No. 0604339007. (NOT SURVEY RELATED) See document for particulars.
- Exception 18 - Easement in favor of Commonwealth Edison Company, its successors and assigns, for poles, lines, conduit and incidental purposes, over, upon and along the land as described therein, recorded September 8, 2017 as Document No. 1723118003. (PLATTED) See document for particulars.

LEGEND	
○	BELLHOLE
○	CATCH-BASIN
○	CLEAN-OUT
○	ELECTRIC M/W/OLE
○	ELECTRIC POLE
○	GAS METER
○	HANDICAP
○	LIGHT
○	MANHOLE
○	SAWTOOTH MANHOLE
○	SET IRON BAR
○	SDH
○	STORM MANHOLE
○	TELEPHONE MANHOLE
○	TRANSFORMER
○	UTILITY POLE



CLIENT: THE DENNY LAW FIRM, PLLC
 DRAWN BY: SES CHECKED BY: JAV
 SCALE: 1"=20' ETC. 8"=100' R. 13' E.
 BASED ON RECORD: 5583480
 P.L.N.: 13-08-102-001, 015, 021
 JOB NO.: 170518-B E.D. ALL
 TELEPHONE: 630-274-0770 FAX: PC
 AN ELECTRONIC COPY OF THIS SURVEY MAY BE DOWNLOADED FROM THE SURVEYOR'S WEBSITE AT: WWW.VANDERSTAPPEN.COM

REVISED PLAN: 2/20/2018 BY
 STATE OF ILLINOIS)
) S.S.
 COUNTY OF MCHEENY)
 Certified to: 1) Chicago Title Insurance Company
 2) Hartam 2016 LLC
 3) First Internet Bank (as Lender)
 4) CADCAD-HWY LLC (as Buyer)
 This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 minimum Standard Detail Requirements for ALTA, NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6a, 7b, 7c, 8, 9, 11, 12, 16, 17 & 20 of Table A thereof. The field work was completed on August 25th, 2017.
 Dated this 15th day of February, A.D., 2018.
 VANDERSTAPPEN LAND SURVEYING INC.
 Design Firm No. 184-002782
 [Signature]
 PROFESSIONAL LAND SURVEYOR