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Doc#: 1816249154 Fee: \$58.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/11/2018 10:23 AM Pg: 1 of 6

Prepared by and return to:

Dentons US LLP
233 South Wacker, Suite 5900
Chicago, IL 60606
Attention: Todd Stennes

USE RESTRICTION AND ATM FIRST REFUSAL AGREEMENT

This Use Restriction and ATM First Refusal Agreement ("Agreement") is dated as of May 17, 2018 and is entered into by and between Metro Storage Skokie LLC ("Metro") and Byline Bank (fka, North Community Bank successor in interest to First Commercial Bank by merger and consolidation) (the "Bank"). Metro owns the property located at 3220-3240 West Touhy Avenue in Skokie, Illinois and legally described on Exhibit A hereto (the "Metro Parcel"). The Bank owns certain property adjacent to the Metro Parcel legally described on Exhibit B hereto (the "Bank Parcel"). This Agreement sets forth in recordable form certain agreements entered into between the Bank and the predecessors in interest of Metro in a letter agreement dated February 11, 2015.

Accordingly, the parties hereto hereby agree as follows:

- a. The following uses shall not be permitted on the Metro Parcel without the consent of the Bank: (i) gambling operations; (ii) strip clubs; (iii) stores whose primary business relates to the sale of smoking and/or "vaping" products; (iv) tattoo parlors; (v) pawn shops; (vi) gun shops; and, while a bank is operated on the Bank Parcel, financial services institutions, including banks, money services businesses, investment firms, currency exchanges and payday loan type operations.
- b. So long as a bank is operated on the Bank Parcel, Bank shall have a right of first refusal to install any off-site or outlot ATM (i.e. an ATM not located within a separate business) on the Metro Parcel, and the owner(s) of the Metro Parcel shall accordingly not permit any off-site or outlot ATM to be operated on the Metro Parcel without first offering to the Bank the opportunity to be the provider and operator of such ATM.
- c. This Agreement shall be recorded against the Metro Parcel, and the provisions of this Agreement are binding on and affect the Metro Parcel.
- d. This Agreement is binding on all parties as of the date set forth above. In the event of a breach by Metro of its duties and obligations under this Agreement, the parties acknowledge and agree that the Bank reserves any and all rights and remedies available under applicable law to enforce this Agreement, including, without limitation, filing an action for injunctive relief, specific performance or other damages arising from such breach. Further, the breaching party shall pay all attorneys' fees, costs and expenses incurred by the Bank in enforcing this Agreement.

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- e. This Agreement may be modified, amended or terminated only by a writing executed by all parties hereto. This Agreement may be executed in counterparts, all of which shall be deemed an original.
- f. All rights, obligations, privileges, benefits and burdens created herein shall not be personal, but shall run with the land and shall be binding on and inure to the benefit of the owners of each Parcel and their respective successors and assigns. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. Nothing herein is intended to nor shall be construed to create any rights whatsoever for the benefit of the general public in or to either Parcel.

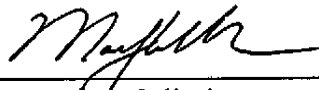
[signature pages to follow.]

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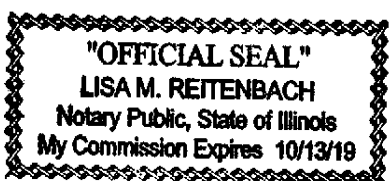
IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the day and year first above written.

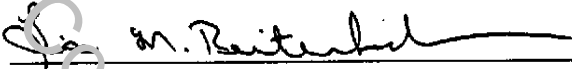
METRO STORAGE SKOKIE LLC,
a Delaware limited liability company

By: 
Name: Martin J. Gallagher
Title: President

STATE OF ILLINOIS)
) :ss
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me this 17 day of May, 2015, by Martin J. Gallagher, the President of Metro Storage Skokie LLC, a Delaware limited liability company on behalf of the company.




Notary Public

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IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the day and year first above written.

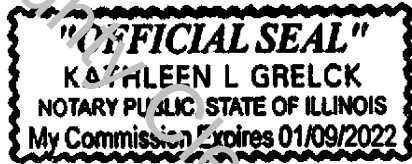
**BYLINE BANK, fka, North Community Bank
successor in interest to First Commercial Bank by
merger and consolidation**

By: *Elka Nelson*
Name: Elka Nelson
Title: Vice President; Legal counsel, with authority to act

STATE OF ILLINOIS)
COUNTY OF Cook) :ss

The foregoing instrument was acknowledged before me this 17th day of May, 2015, by Elka Nelson, the Vice President of Byline Bank on behalf of said entity.

Kathleen L. Greleck
Notary Public



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EXHIBIT A

Legal Description of Metro Parcel

LOTS 1 AND 2 IN METRO STORAGE RESUBDIVISION, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 2015 AS DOCUMENT NO. 1521929005, IN COOK COUNTY, ILLINOIS.

Common Address: 3220-3240 West Touhy Avenue, Skokie, Illinois

Tax Parcels: 10-26-401-089-0000 and 10-26-401-090-0000

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EXHIBIT B

Legal Description of Bank Parcel

Lot 1 in Argent Subdivision of a part of the Southeast quarter of Section 26, Township 41 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

Common Address: 3200 W. Touhy Ave. Skokie, IL

Tax Parcel: 10-26-401-084-0000

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