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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 02/05/2020 03:06 PM PG: 1 OF 5

Property of Cook County Clerk's Office

## AGREEMENT REGARDING

## EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

Prepared By and Mail To:

BRADFORD MILLER LAW, P.C.  
10 S LASALLE STREET SUITE 2920  
CHICAGO, IL 60603

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## AGREEMENT REGARDING EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AGREEMENT REGARDING DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (this "Agreement") is made as of the 30 day of JANUARY 2020, by FORD CITY REALTY LLC, FORD CITY CH LLC, and FORD CITY NASSIM LLC, each an Illinois limited liability company, their heirs, successors and assigns (collectively, "Grantor").

### RECITALS

- A. Grantor is the owner of the Real Property which is subdivided into multiple parcels, including, without limitation, that certain parcel designated as Lot 6, as outlined on the survey by Spaceco Inc on November 14, 2019, as amended, Permanent Tax #: 19-27-304-038-0000, and commonly referred to as 7561-7563 S. Cicero Ave, Chicago, IL 60652 (hereinafter referred to as "Lot 6") and legally described on Exhibit "A"
- B. There is a Declaration of Easements, Covenants, and Restrictions dated and recorded against Lot 6 on October 29, 2019 (Document number 1930225014) ("ECCRs").
- C. Grantor desires to enter into this Agreement to memorialize the release of Lot 6 from any and all financial responsibilities, dues, fees, assessments or any other obligation related to the above mentioned ECCRs affecting Lot 6 prior to the date of this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the same meaning set forth for such terms in the ECCRs.
2. Release of Lot 6. Notwithstanding anything to the contrary contained in the ECCRs, from and after the Effective Date of this Agreement, Lot 6 shall be released from any and all financial responsibilities, dues, fees, assessments or any other obligation related to the above mentioned ECCRs affecting Lot 6 prior to the date of this Agreement and that the owner of Lot 6 and any of its successors and assigns are not bound by same.
3. Miscellaneous. For avoidance of doubt, this Agreement will run with the Real Property and benefit all owners, their successors and assigns. This Agreement shall continue in perpetuity unless terminated by the unanimous written consent of the owner(s) of the Real Property and the Owner of Lot 6. To the extent the terms, provisions, obligations and/or requirements of this Agreement conflict with the terms, provisions, obligations and/or requirements of the ECCRs, this Agreement shall govern and control. If any provision (by reference or otherwise) of this Agreement is held to be invalid or unenforceable by any court, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions hereof. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
4. Duty To Maintain. Grantor, including its successors and assigns, agree that the Easements must be maintained at a minimum Building Owners and Management Association (BOMA) standard to allow for the proper use of the Easements at the sole cost of the Grantor, its successors and assigns and other parcel owners as agreed to in writing between them. This includes but is not limited to the proper care of the Easements, including snow removal, crack filling, the filling of pot holes, any and all underground utility maintenance and access and the general maintenance of the road(s). At no time will the owner of Lot 6 be liable for any financial or other obligations related to the maintenance of the Easements. The parties agree that failure to maintain would result in a breach of this Agreement.

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5. Driveway or other improvements. Grantor, including its successors and assigns, agree that the owner of Lot 6 may make improvements and create or remove a driveway connecting to the Easements as necessary without permission of Grantor, its successors and assigns as long as the driveway abides by all local, state, and federal law including but not limited to the requirement of any permits and plans.

[SIGNATURE CONTAINED ON FOLLOWING PAGE]

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

**GRANTOR:**

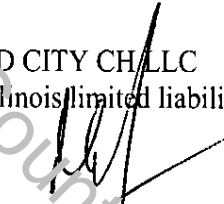
FORD CITY REALTY LLC  
An Illinois limited liability company

By: NAMCO REALTY LLC,  
Its Managing Member


By: NAMCO REALTY LTD.,  
Its Sole Member

By:   
Name: Legal Name  
Title: Managing Member

FORD CITY CH LLC  
An Illinois limited liability company

By:   
Name: Matt Hakimi  
Title: Managing Member

FORD CITY NASSIM LLC  
An Illinois limited liability company

By:   
Name: Elliot Nassim  
Title: Managing Member

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## EXHIBIT A

### Legal Description of Lot 6

LOT 6 IN FORD CITY MALL RESUBDIVISION, BEING A SUBDIVISION IN THE WEST HALF OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 1, 2019 AS DOCUMENT 1906017054, IN COOK COUNTY, ILLINOIS.

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