

Mail To
Freedom Title Corporation
2220 Hicks Road
Suite 206
Rolling Meadows, IL 60008

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THIS DOCUMENT WAS
PREPARED BY:

John W. Morse, Esq.
Patzik, Frank & Samotny Ltd.
200 South Wacker Drive, Suite 2700
Chicago, Illinois 60606

Patzik, Frank & Samotny Ltd.
200 South Wacker Drive, Suite 2700
Chicago, Illinois 60606
Attn: John W. Morse, Esq.



Doc# 2030940093 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 11/04/2020 03:41 PM PG: 1 OF 9

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ENVIRONMENTAL AGREEMENT

This Environmental Agreement (this "Agreement"), dated August 14, 2020, is entered into by and between VEQUITY LLC SERIES LV 2001 (formerly known as Vequity LLC Series XXXVIII Elk Grove), a Delaware series limited liability company (the "Landlord") and 7-ELEVEN, INC., a Texas corporation ("7-Eleven").

WITNESSETH:

WHEREAS, Landlord owns that certain parcel of real property located at 2366 North Damen Avenue, Chicago, Illinois 60647 (the "Property") being more particularly described in a lease between Landlord and 7-Eleven dated April 18, 2019 as amended (the "Lease"), and as legally described in the Exhibit "A" attached hereto and made a part hereof:

WHEREAS, the Landlord requires access to the Property in order to address any pre existing environmental conditions.

NOW, THEREFORE, for and in consideration of the sum of \$10.00 and other good and valuable consideration paid by each to the other, and the benefits to be derived herefrom, the parties hereby agree as follows:

1. 7-Eleven hereby grants to Landlord a non-exclusive license, right and privilege of ingress and egress over, across and under the Property for the following purposes:
 - i. conducting such tests which are reasonably necessary to investigate and monitor any contamination for which Landlord is responsible under the terms of the Lease (the "Monitoring").

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ii. removal or other remedial action required by governmental authorities or applicable Legal Requirements (as hereinafter defined) with respect to any contamination for which Landlord is responsible under the Lease (the "Remediation").

iii. Installation, maintenance and repair of all equipment necessary for the Remediation (the "Maintenance"); and

iv. any necessary Restoration (as hereinafter defined).

2. Detailed plans and specifications for any Monitoring, Remediation, Maintenance or Restoration (collectively, the "Activities") shall be prepared by Landlord and submitted to 7-Eleven for approval at least 30 days prior to the commencement of any such Activities. All of the Activities shall be undertaken solely at the expense and risk of the Landlord and with the least possible interference with 7-Eleven's construction on or use of the Property. To the extent possible, all facilities shall be located below the finished ground level and all Activities shall be performed during non-peak 7-Eleven business hours. Any Monitoring or Remediation which includes facilities visible to customers of 7-Eleven must be approved in writing by 7-Eleven prior to implementation.

3. Landlord shall provide 7-Eleven with at least five (5) days written notice prior to commencement of any Activities, except in the case of emergency.

4. Landlord shall comply with all applicable federal, state and local laws and regulations (the "Legal Requirements") in the performance of its Activities.

5. In connection with the performance of the Monitoring, Remediation, and Maintenance, Landlord shall properly repair and/or restore any damage to the Property and any buildings or other improvements or fixtures thereon which may have been damaged to the same or better condition (and, if applicable, same grade level), existing before the commencement of any Monitoring, Remediation or Maintenance (collectively the "Restoration").

6. Landlord shall indemnify and hold harmless 7-Eleven from and against any and all claims, suits, liabilities, attorneys fees and other expenses, and damages for injury to persons (including death) or damages to property arising out of, resulting from or in connection with any contamination for which Landlord is responsible under the Lease or the Activities (collectively, the "Damages").

7. Landlord, and any agent or contractor of Landlord performing any of the Activities, shall maintain commercial general liability insurance coverage, naming 7-Eleven as an additional insured and having combined limits of not less than \$2,000,000 covering all risks reasonably requested by 7-Eleven. Landlord shall provide a certificate of insurance to 7-Eleven prior to undertaking any of the Activities and at least twenty (20) days prior to the expiration date for any previously provided certificate of insurance.

8. Any agent or contractor of Landlord performing Monitoring or Remediation hereunder must be licensed pursuant to applicable Legal Requirements and must provide written reports to Landlord and 7-Eleven, each of whom may rely upon said reports.

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9. Landlord is responsible for making sure that the Property shall at all times remain in a clean and orderly condition during its Activities and that upon completion of Activities all equipment shall be removed therefrom, unless otherwise directed by 7-Eleven. All products of any contamination removed or generated by the Remediation by Landlord (the "Products") shall be the property of Landlord, who shall store the same in compliance with Legal Requirements and remove the same from the Property and arrange for proper disposal pursuant to all Legal Requirements. Landlord shall be listed as the generator of all Products so removed.

10. In the event that 7-Eleven shall incur additional expenses for its construction and operation of its facilities on the Property due to any contamination of the Property for which Landlord is responsible under the terms of the Lease, including without limitation additional costs for removal of excavated soil or extracted ground water affected by the aforesaid contamination, then Landlord shall pay to 7-Eleven any such additional cost, compared to the cost of such construction, removal or extraction without the aforesaid contamination (the "Additional Costs").

11. If Landlord shall fail to cure any default in its obligations hereunder within ten (10) days (or such shorter period as may be reasonable in the event of urgency or emergency) after notice from 7-Eleven, then 7-Eleven may, at its election, in addition to the exercise of all other rights and remedies available to 7-Eleven at law or in equity, but without any obligation to do so, perform any required Activities at Landlord's expense and as Landlord's agent, with all manifests listing Landlord as the generator of all Products so removed. Landlord grants to 7-Eleven an irrevocable power of attorney coupled with an interest in the Property, to execute any documents or instruments necessary in connection with performance of Activities.

12. The license granted herein shall be non-exclusive, and 7-Eleven retains for itself and its respective successors and assigns and its lessees, franchisees, licensees, and invitees, the right to continue to use the Property for all lawful purposes, subject to the provisions of this Agreement.

13. All notices, requests, and other communications hereunder shall be in writing (except emergency situations which may be telephoned to 7-Eleven's representative as hereinafter provided and then followed in writing) and shall be deemed to have been duly given if delivered by hand, or by receipted overnight delivery service or sent by United States mail, registered or certified, return receipt requested, with proper postage prepaid, in each case addressed as follows or to such substituted address as any party may designate by like notice:

If to 7-Eleven:

7-Eleven, Inc.
Cypress Waters
3200 Hackberry Road
Irving, Texas 75063
Attn: Corporate Real Estate, Store #38948

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With a copy to:

7-Eleven, Inc.
Cypress Waters
3200 Hackberry Road
Irving, Texas 75063
Attn: Jose Rios

If to Landlord:
Vequity LLC Series LV 2001
c/o Vequity LLC
226 North Morgan Street, Suite 300
Chicago, IL 60607

14. Landlord and 7-Eleven expressly agree that (i) 7-Eleven reserves the right to withhold any and all rent and other charges due under the Lease if 7-Eleven incurs any Damages or Additional Costs, or any other costs due to Landlord's failure to comply with the terms of this Agreement, any of which are not promptly and fully reimbursed by Landlord, (ii) any good faith offset by 7-Eleven against the rent and other charges owed under the Lease shall not be deemed a breach of this Agreement or the Lease (whether or not such offset is ultimately determined to have been justified), (iii) such right of offset shall not be an exclusive remedy and shall be in addition to all other remedies and such offset shall not constitute an election of remedies, and (iv) the Lease shall be deemed modified accordingly.

15. In the event that any action by 7-Eleven shall or may cause a release of petroleum and/or petroleum hydrocarbon on the Property, Landlord and 7-Eleven agree to negotiate in good faith to share the undertaking, direction and expense of the Activities, provided that Landlord's sole remedy and 7-Eleven's sole liability shall be the recovery from 7-Eleven of reasonable, actual out-of-pocket expenses to the extent the same are attributable to actions of 7-Eleven.

16. The review of any plans or specifications or the presence of or observation by any of 7-Eleven's employees, agents or contractors at the time of performance of any of the Activities shall not be deemed to be approval of any of the Activities or waiver of any rights of 7-Eleven.

17. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors and assigns. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which shall together constitute one and the same agreement.

[Remainder of page intentionally left blank.]

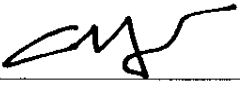
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In witness whereof, the parties hereto have executed this Agreement under seal as of the day and year first above written.

LANDLORD:

VEQUITY LLC SERIES LV 2001 (formerly known as Vequity LLC Series XXXVIII Elk Grove), a Delaware series limited liability company

By: Vequity Manager, LLC, an Alaska limited liability company, its manager

By: 
Name: Christopher Ilekis
Title: Manager

7-ELEVEN:

7-ELEVEN, INC., a Texas corporation

Attest:

By: _____
Assistant Secretary

By: _____
Name: _____
Vice President or
Attorney-in-Fact

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ACKNOWLEDGEMENT

STATE OF ILLINOIS §
COUNTY OF COOK §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Christopher Ilekis, the sole manager of Vequity Manager, LLC, an Alaska limited liability company, the sole manager of **VEQUITY LLC SERIES LV 2001** (formerly known as Vequity LLC Series XXXVIII Elk Grove), a Delaware series limited liability company, in the capacity set forth above, and not in his individual capacity, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of July, 2020.

My Commission Expires: FEB 21, 2023

[Signature]
Notary Public

KIM WARD
Printed Name

STATE OF TEXAS §
COUNTY OF DALLAS §



BEFORE ME, the undersigned, a Notary Public in and for the aforesaid County and State, on this day personally appeared _____ and _____, a(n) _____ and an Assistant Secretary, respectively, of **7-ELEVEN, INC.**, a Texas corporation, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said corporation and that they each executed the same as the act of such corporation for the purposes therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2020.

(seal) _____
(Notary signature)

(typed or printed name)

My commission expires: _____

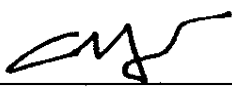
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In witness whereof, the parties hereto have executed this Agreement under seal as of the day and year first above written.

LANDLORD:

VEQUITY LLC SERIES LV 2001 (formerly known as Vequity LLC Series XXXVIII Elk Grove), a Delaware series limited liability company

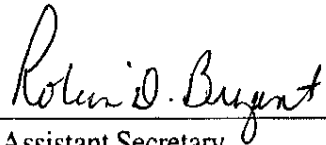
By: Vequity Manager, LLC, an Alaska limited liability company, its manager


By: 
Name: Christopher Ilekis
Title: Manager

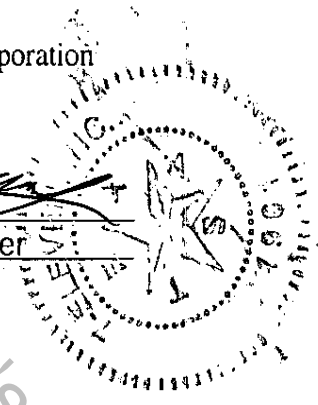
7-ELEVEN:

7-ELEVEN, INC., a Texas corporation

Attest:

By: 
Assistant Secretary
Robin D. Bryant

By: 
Name: Nathanael Gardner
Vice President or
Attorney-in-Fact



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ACKNOWLEDGEMENT

STATE OF ILLINOIS

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COUNTY OF COOK

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Christopher Ilekis, the sole manager of Vequity Manager, LLC, an Alaska limited liability company, the sole manager of **VEQUITY LLC SERIES LV 2001** (formerly known as Vequity LLC Series XXXVIII Elk Grove), a Delaware series limited liability company, in the capacity set forth above, and not in his individual capacity, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of July, 2020.

My Commission Expires:
FEB 21, 2023


Notary Public

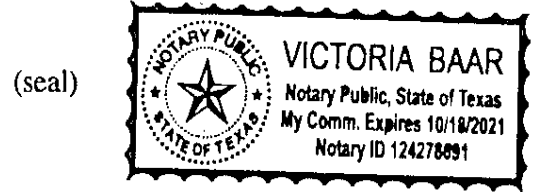
KIM WARD
Printed Name

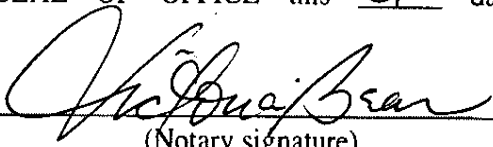
STATE OF TEXAS §
COUNTY OF DALLAS §



BEFORE ME, the undersigned, a Notary Public in and for the afore said County and State, on this day personally appeared Nathanael Gardner and Robin D. Bryant, a(n) Attorney-in-fact and an Assistant Secretary, respectively, of **7-ELEVEN, INC.**, a Texas corporation, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said corporation and that they each executed the same as the act of such corporation for the purposes therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of July, 2020.




(Notary signature)
Victoria Baar

(typed or printed name)

My commission expires: 10-18-2021

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EXHIBIT "A"

LEGAL DESCRIPTION

LOT 1 (EXCEPT THAT PART OF LOT 1 BEGINNING AT THE NORTHEAST CORNER OF SAID LOT; THENCE ON AN ASSUMED BEARING OF SOUTH 0 DEGREES 37 MINUTES 05 SECONDS EAST ALONG THE EAST LINE OF SAID LOT, A DISTANCE OF 125.22 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE SOUTH 89 DEGREES 59 MINUTES 35 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT A DISTANCE OF 1.92 FEET; THENCE NORTH 4 DEGREES 23 MINUTES 04 SECONDS WEST, 63.86 FEET; THENCE NORTH 0 DEGREES 34 MINUTES 14 SECONDS WEST, 43.60 FEET; THENCE NORTH 35 DEGREES 11 MINUTES 58 SECONDS WEST, 21.96 FEET TO THE NORTH LINE OF SAID LOT; THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST ALONG SAID LINE, 18.54 FEET TO THE POINT OF BEGINNING) AND LOTS 2 THROUGH 6, BOTH INCLUSIVE, IN BLOCK 1 IN VINCENT, A SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Tax Index Numbers: 14-31-110-003-0000
 14-31-110-004-0000
 14-31-110-005-0000
 14-31-110-006-0000
 14-31-110-007-0000

Property Address: 2366 N. Damen Avenue, Chicago, IL 60647
 (also known as 2001 11 W. Fullerton Avenue, Chicago, IL 60647)