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Document Prepared by
and returned to:
Rolando R. Acosta
Acosta Ezgur, LLC
1030 W. Chicago Ave., 3rd FL
Chicago, IL 60642



Doc# 2210412078 Fee \$71.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 04/14/2022 01:13 PM PG: 1 OF 11

PINS:

14-33-104-010-0000
14-33-104-011-0000
14-33-104-012-0000
14-33-104-050-0000
14-33-104-056-0000
14-33-104-057-0000
14-33-104-058-0000
14-33-104-059-0000
14-33-104-060-0000
14-33-104-014-0000
14-33-104-037-0000

COVENANT

This Covenant ("Covenant") is made this 29th day of November, 2021 by and between Owner Full Park LLC, an Illinois limited liability company, ("Owner"), and the Mid-North Association, an Illinois Not-for-Profit Corporation ("Mid-North").

RECITALS

WHEREAS, Owner is the owner of the property commonly known as 513 West Fullerton Parkway, Chicago, IL and legally described in **Exhibit A** attached hereto and incorporated herein (the "Property");

WHEREAS, the Property is within the Mid-North Landmark District as established by the City of Chicago on August 31, 1977 (the "Mid-North District");

WHEREAS, the Property is currently improved with a purpose-built complex of six and seven story structures flanking a one-story central communal space with a four-story chapel that was built and has been operated by the Sisters of the Cenacle (the "Cenacle Complex");

WHEREAS, Owner intends to demolish the Cenacle Complex and redevelop the Property into eight individual parcels to be improved with single-family homes or two-unit buildings and one four-story multi-unit building as further described below (the "Development");

WHEREAS, Mid-North's primary mission is the preservation of the historical character and architectural integrity of the Mid-North Historic District and supports the redevelopment of the Property as proposed by Owner under the development parameters as further described below as consistent with its purpose; and

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WHEREAS, Owner and Mid-North desire to memorialize their agreement with respect to the development of the Property through the execution and recordation of this Covenant against the Property;

NOW, THEREFORE, In Consideration of the recitals and mutual covenants and agreements set forth in this Covenant, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Owner and Mid-North agree and covenant that the Property, as hereinafter defined, and all portions thereof are and shall be held, transferred, sold, conveyed, used and occupied subject to the provisions of this Covenant.

I. Incorporation of Recitals

The above Recitals are herein incorporated as if restated in the Section 1.

II. Development of the Property

The Property will be divided into nine individual parcels, with Lots 1, 2 and 3 fronting on West Fullerton Parkway, Lots 4, 5 and 6 fronting on North Cleveland Avenue and Lots 7 and 8 along the east-west segment of North Cambridge Avenue. Lot 9, which is to be improved with the four-story multi-unit building (the "Multi-Unit Building") is located along the north-south segment of North Cambridge Avenue south of West Fullerton Parkway. A site plan (the "Site Plan") depicting the nine lots and the maximum footprint of each building is attached hereto as **Exhibit B** and incorporated herein.

The Property shall be developed solely for residential dwelling units and accessory uses thereto. The maximum number of residential units on each Lot shall be as follows:

Lots 1, 2 and 3:	Two
Lots 4, 5 and 6:	One
Lots 7 and 8:	Two
Lot 9:	11

The size of each lot, the maximum height of buildings thereon and the minimum setbacks shall be as indicated on the Site Plan. The height of buildings and the setbacks shall be defined in accordance with the provisions of the Chicago Zoning Ordinance in effect on the date hereof. To the extent that the minimum setbacks indicated in the Site Plan are less than otherwise required by the Chicago Zoning Ordinance, it is acknowledged that the owner of an individual lot may apply to the City of Chicago for a Variation or Administrative Adjustment to reduce the otherwise required setback to no less than the setbacks indicated on the Site Plan. Vehicular access to the individual lots will be as indicated in the Site Plan, with Lots 1, 2, 3, 4 and 9 having a common access from north-south segment of North Cambridge Street on the north property line of Lot 9. Lots 5 and 6 will have vehicular access to North Cleveland Avenue via a shared driveway and Lots 7 and 8 will have direct access to the east-west segment of North Cambridge Avenue via a shared driveway.

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III. Mid-North Support

Mid-North shall support the granting of all approvals necessary for the demolition of the Cenacle Complex and, to the extent consistent with the provisions of Section II immediately above and the Site Plan, the development of the Property in accordance with said development parameters. As requested by Owner, Mid-North shall provide its written support and a representative to appear at any meetings and hearings of City of Chicago governing bodies, including the Commission on Chicago Landmarks (the "Landmarks Commission") or its Permit Review Committee (the "PRC"), the Chicago Plan Commission (the "Plan Commission"), the Chicago Zoning Board of Appeals (the "ZBA") and the Chicago City Council or its committees (the "City Council").

IV. Termination of Covenant

1. This Covenant and all its provisions shall terminate with respect all or any portion of the Property and thereafter be of no effect, if any of the following occur:
 - A. The Property is rezoned to a classification lower than its current RM-5, Residential Multi-Unit District designation;
 - B. The development parameters currently applicable to the Property are made more restrictive in terms of height, FAR, unit count and parking by any action of the City of Chicago, its boards or commissions;
 - C. The Mid-North District, or the City of Chicago Landmarks Ordinance and therefor the Mid-North District, is repealed or otherwise declared to be unenforceable by a court;
 - D. Mid-North fails to manifest its support as provided in Section III above and the same is not cured within thirty (30) days following receipt of written notice thereof from Owner; or
 - E. With respect to each individual lot, upon the completion, as evidenced by a Certificate of Occupancy or similar documentation issued by the City of Chicago, of a new building on that particular lot, which is constructed in accordance, and complies, with this Covenant.

2. This Covenant and all its provisions shall terminate with respect to proposed Lot 9 only and thereafter be of no effect as to proposed Lot 9 only, if any of the following occur:
 - A. The PRC or the Landmarks Commission, as the case may be, do not approve the development as proposed of the Multi-Unit Building; or
 - B. The ZBA does not approve any needed relief for the proposed Multi-Unit Building.

V. General Provisions

- A. This Covenant shall be recorded against, and shall run with, the Property and shall be binding upon Owner, its successors and assigns and any future owner of any portion of the Property (each, a "Property Owner" and collectively the "Property Owners") and shall inure to the benefit of the parties hereto and their respective successors and assigns.

- B. Whenever a Property Owner transfers ownership of the Property, or any portion of the Property, the transferring Property Owner shall be released from the provisions of this Covenant with respect to matters accruing after the date of such transfer as to such portion of the Property so transferred.

- C. The provisions of the Covenant shall be enforceable against each Property Owner but only with respect to the portion of the Property owned by each such Property owner and no individual

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Property Owner shall be liable under, responsible for or bound by the provisions of this Covenant affecting portions of the Property owned by other Property Owners.

- D. The parties hereto shall execute such documents as reasonably necessary to evidence the obligations herein, or the release of such obligations and such documents as executed shall be in recordable form and may be recorded in the Office of the Cook County Recorder of Deeds.
- E. Nothing herein shall be construed to grant to any person or persons the right to enter upon any part of the Property.
- F. No covenant, restriction, condition, obligation, or provision contained in this Covenant will be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
- G. In any action brought to enforce rights under this Covenant, the non-prevailing party will pay the prevailing party's costs in such action, including reasonable attorneys' fees. Prior to any action being brought hereunder with respect to any default by a Property Owner, written notice of such default shall be sent to such Property Owner and such Property Owner shall have a period of thirty (30) days from the deemed receipt of such notice in which to cure such default.
- H. Unless expressly provided to the contrary in this Covenant, each and every one of the rights and remedies and benefits provided by this Covenant shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law or in equity. The enforcement by specific performance of any limitation or obligation herein shall not be construed to preclude any rights or remedies existing apart from this Covenant, including, without limitation, claims for money damages arising from negligence or other tort, contract, or statutory claims that are not based on a claim of noncompliance with the terms of this Covenant.
- I. If any provision of this Covenant is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Covenant shall not be affected, impaired, or invalidated thereby, but shall remain in full force and effect.
- J. This Covenant shall not confer any rights or remedies upon any person or entity other than Mid-North, Owner, the Property Owners and their respective beneficiaries, successors and assigns and no claim as a third party beneficiary under this Covenant by any other person or entity shall be made or be valid.
- K. **WAIVER OF JURY TRIAL.** THE PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LAWSUIT BASED ON, OR ARISING UNDER, THIS COVENANT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OF THE PARTIES IN CONNECTION WITH THIS COVENANT.
- L. This Covenant is governed by and construed in accordance with the laws of the State of Illinois and the parties hereto agree to submit to the jurisdiction of the courts of the State of Illinois and further agree to venue lying in the Circuit Court of Cook County, Illinois.
- M. Once portions of the Property are transferred so that there is disparate ownership between any such portions, each individual Property Owner may seek an amendment of this Covenant without securing the consent of any other individual Property Owner of portions of the Property whose portion of the Property is not the subject of the modification.

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- N. This Covenant sets forth the entire understanding of the parties and may be modified only by instruments signed by Mid-North or its successors and assigns and any Property Owners which own the portion of the Property that is the subject of the modification. Invalidation of any term, restriction or other provision of the Covenant by judgment or court order shall in no way affect any of the other provisions of the Covenant, and such other provisions shall remain in full force and effect.
- O. Enforcement of the provisions of this Covenant shall be by any proceeding at law or in equity, brought by Mid-North, its successors or assigns, or the City, or the Office of the Alderman which has jurisdiction over the Premises, to prevent a party from or attempting to violate any covenant, restriction or other provision hereof, either to restrain or prevent such violation or attempted violation or to recover damages, or both. Failure by Mid-North, its successors or assigns, or the City, or the Office of the Alderman to promptly enforce any covenant, restriction or other provision of this Covenant shall in no event be a bar to enforcement thereafter and shall not waive any rights of Mid-North, its successors or assigns, the City, or the Office of the Alderman, to so enforce any covenant, restriction or other provision of this Covenant.
- P. This Covenant may be executed in two counterparts, each of which shall be deemed an original, but both of which together shall constitute the same instrument.
- Q. All notices required or permitted to be given under this shall be in writing and shall be deemed received by addressee thereof (i) when delivered in person on a business day at the address set forth below, (ii) on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by property addressed, postage prepaid, certified or registered, or (iii) one day after being deposited with an overnight courier service for next day delivery with delivery charges prepaid. The address of any party may be changed by written notice to the other parties.
- R. Notices and communications to Owner shall be addressed and delivered to the following address:

Robert Buono
Full Park LLC
1611 W. Division Street
Unit 201
Chicago, IL 60622

Notices and communications to Mid-North shall be addressed and delivered to the following address:

Mid-North Association
2506 North Clark Street
Chicago, IL 60614
Attention: Melissa Macek, President (email melissa.macek@gmail.com)

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A courtesy copy of notices and communications shall be sent to the 43rd Ward Alderman at the following addresses:

43rd Ward Office
2523 N. Halsted St.
Chicago, IL 60614

City Hall
121 N. LaSalle St.
Chicago, IL 60602

[SIGNATURE PAGE FOLLOWS]

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have executed this Covenant on the date and year first above written.

Full Park LLC,
an Illinois limited liability company

By: NorWol Corporation, an Illinois corporation, its Manager

By: 
Name: Robert Buono

Its: Manager

Date Signed: 12.2.2021

Mid-North Association,
an Illinois Not-for-Profit Corporation

By: 
Name: Melissa Macek

Its: President

Date Signed: 11/29/2021

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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EXHIBIT A

LEGAL DESCRIPTION

PINS: 14-33-104-010-0000
 14-33-104-011-0000
 14-33-104-012-0000
 14-33-104-014-0000
 14-33-104-037-0000
 14-33-104-056-0000
 14-33-104-057-0000
 14-33-104-058-0000
 14-33-104-059-0000
 14-33-104-060-0000

LOT 6 IN ASSESSOR'S DIVISION OF LOTS 1, 2 AND 3 IN BLOCK 5, OTHERWISE DESCRIBED AS THE WEST 66 FEET OF THE EAST 165 FEET OF THE NORTH 300 FEET OF SAID BLOCK 5 ALL IN CANAL TRUSTEE'S SUBDIVISION IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

LOT 2 IN ASSESSOR'S DIVISION OF LOTS 1, 2 AND 3 IN BLOCK 5, OTHERWISE DESCRIBED AS THE 16 FEET SOUTH OF AND ADJOINING THE NORTH 134 FEET OF LOT 1 IN THE SUBDIVISION BY WADDINGTON AND OTHERS SUBDIVISION OF SAID BLOCK 5, ALL IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

LOT 1, 2, AND 3 IN WOOLACOTT'S SUBDIVISION OF LOT 7 IN ASSESSOR'S DIVISION OF LOTS 1, 2 AND 3 IN BLOCK 5, IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

LOT 3 IN ASSESSOR'S DIVISION OF LOTS 1, 2 AND 3 IN BLOCK 5, IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

LOTS 1, 2 AND 3 AND 4 IN KARGEL'S SUBDIVISION OF LOT 5 IN THE SUBDIVISION OF BLOCK 5, IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

LOTS 7, 8 AND 9 IN THE SUBDIVISION OF LOT 4 IN WADDINGTON, SIMONS AND OTHERS SUBDIVISION OF BLOCK 5, IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

THE NORTH 51 1/3 FEET OF SUBDIVISION LOT 4 IN ASSESSOR'S DIVISION OF LOTS 1, 2 AND 3 IN WADDINGTON AND OTHERS SUBDIVISION OF BLOCK 5 AFORESAID, OTHERWISE DESCRIBED AS THE 51 1/3 FEET SOUTH OF AND ADJOINING NORTH 182 FEET OF LOT 1 IN SAID WADDINGTON AND OTHERS SUBDIVISION OF BLOCK 5, IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

THE SOUTH 24 2/3 FEET OF NORTH 76 FEET OF SUBDIVISION LOT 4 IN ASSESSOR'S SUBDIVISION OF LOTS 1, 2 AND 3 IN BLOCK 5 IN THE CANAL TRUSTEE'S SUBDIVISION OF SEC 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF OF ASSESSORS SUBDIVISION AFORESAID RECORDED OCTOBER 30, 1866 AS DOCUMENT 125729 IN COOK COUNTY, ILLINOIS.
 TOTAL AREA= 63,515 SQUARE FEET OR 1.458 ACRES MORE OR LESS.

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EXHIBIT B

SITE PLAN

See following page.

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

