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CC#1220611510 D6

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Ervin Cohen & Jessup LLP  
9401 Wilshire Boulevard, 12<sup>th</sup> Floor  
Beverly Hills, California 90212  
Attention: Elliott Benjamin



Doc# 2327734017 Fee \$88.00

RHSP FEE:\$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 10/04/2023 09:54 AM PG: 1 OF 5

(Above Space for Recorder's Use Only)

## MEMORANDUM OF TENANCY-IN-COMMON AGREEMENT

THIS MEMORANDUM OF TENANCY-IN-COMMON AGREEMENT (“**Memorandum**”) is made and entered into effective as of September 20, 2023, by and between Rich-Lawndale, LLC, a California limited liability company (“Rich-Lawndale”), and 15501 Gardena, LLC, a California limited liability company (“Gardena” and together with Rich-Lawndale collectively referred to herein as the “**Co-Owners**” and sometimes individually referred to herein as a “**Co-Owner**”). Rich-Lawndale owns and holds an undivided seventy nine percent (79%) ownership interest in the Property (defined below) and Gardena owns and holds an undivided twenty one percent (21%) ownership interest in the Property, as tenants in common.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Co-Owners hereby declare and agree as follows:

1. The Co-Owners have entered into that certain unrecorded Tenancy-In-Common Agreement of even date herewith (the “**Co-Tenancy Agreement**”), for the purpose of providing for, among other things, the operation, maintenance, repair and lease of certain improved real property located in the City of Chicago, County of Cook, State of Illinois, and more particularly described on Schedule "A" attached hereto (the “**Property**”).

2. The Co-Tenancy Agreement, among other things, (i) restricts under certain circumstances the rights of the Co-Owners to sell, transfer, assign, or encumber their respective undivided interests in the Property (including, but not limited to, the restriction that so long as the loan to the Co-Owners made by United of Omaha Life Insurance Company, a Nebraska corporation (together with its successors and/or assigns), and secured by, among other things, the Property, remains outstanding, Co-Owners shall not have the right to seek a partition of the Property); (ii) restricts under certain circumstances the rights of each Co-Owner to incur expenses or to enter into contracts or other agreements in connection therewith on behalf of the other Co-Owner; and (iii) provides that, except as otherwise provided in the Co-Tenancy Agreement, no single Co-Owner shall have any authority to act for, or assume obligations or responsibility on behalf of, the other Co-Owner.

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3. This Memorandum is being made and entered into for the purpose of providing notice of the Co-Tenancy Agreement and the provisions thereof. The Co-Tenancy Agreement is incorporated herein by this reference and hereby is made a part hereof as if set forth in full herein.

4. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one (1) and the same document.

(Signatures on Next Page)

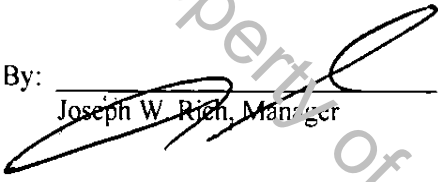
Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Tenancy-In-Common Agreement as of the day and year first above written.

**“Co-Owners”**

RICH-LAWDALE, LLC,  
a California limited liability company

By:   
Joseph W. Rich, Manager

15501 GARDENA, LLC  
a California limited liability company

By:   
Joseph W. Rich, Manager

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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 )

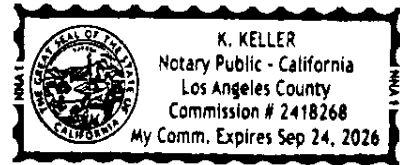
County of Los Angeles )

On 9-20-2023 before me, K. Keller, Notary Public, personally appeared Joseph W. Rich, 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 K. Keller



FOR NOTARY STAMP

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## Schedule "A" to Memorandum of Tenancy-in-Common Agreement

### Legal Description of Property

Real property in the unincorporated area of the County of Cook, State of Illinois, described as follows:

PARCEL 1:

LOTS 1 AND 3 IN PULASKI PROMENADE SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 3, LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE, IN TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 14, 2019 AS DOCUMENT 1916516052, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 DATED SEPTEMBER 10, 2019 AND RECORDED SEPTEMBER 12, 2019 AS DOCUMENT NUMBER 1925534066 CREATED BY THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL RIGHTS MADE BY PULASKI PROMENADE, LLC FOR THE PURPOSE OF ACCESS, INGRESS AND EGRESS.

PARCEL 3:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS GRANTED BY THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL RIGHTS RECORDED FEBRUARY 10, 2022 AS DOCUMENT NUMBER 2204112280 FOR THE PURPOSE OF (i) REASONABLE ACCESS, INGRESS AND EGRESS OVER ALL PAVED DRIVEWAYS, ROADWAYS AND WALKWAYS AND (ii) INSTALLING, MAINTAINING, REPAIRING AND REPLACING WATER MAINS, STORM DRAINS, SEWERS, WATER SPRINKLER SYSTEMS LINES, TELEPHONE OR ELECTRICAL CONDUITS OR SYSTEMS, CABLE, GAS MAINS, OTHER UTILITY FACILITIES AND SIGNAGE.

Address: 4110 ; 4150 South Pulaski Road, Chicago, IL 60632

PINS: 19-03-201-059  
19-03-201-061