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**THIS DOCUMENT HAS BEEN
PREPARED BY, AND AFTER
RECORDING SHOULD BE
RETURNED TO:**

**Kovitz Shifrin Nesbit
175 North Archer Avenue
Mundelein, Illinois 60060
Attn: David Savitt, Esq.**

Doc# 2408808028 Fee \$123.00
ILRHSP FEE:\$18.00 RPRF FEE:\$1.00
KAREN A. YARBROUGH
COOK COUNTY CLERK'S OFFICE
DATE: 3/28/2024 2:31 PM
PAGE: 1 OF 37

AMENDMENT TO THE CONDOMINIUM ASSOCIATION FURNISHED SERVICES COST SHARING AGREEMENT

This Agreement is made this 19 day of MARCH 2024 by and between the Vail Avenue Condominium Association, a no-for-profit corporation (hereinafter referred to as "Association") and A & T Village Green, LLC (hereinafter referred to as "Commercial Property Owner and/or A&T").

WHEREAS, a Declaration of Condominium Ownership and Provisions Relating to Certain Non-Condominium Property was recorded with the Cook County Recorder of Deeds as Document No. 00625338 (hereinafter referred to as "Declaration") for the property located at 44 North Vail Avenue, Arlington Heights, Illinois which consists of residential condominium units and commercial property; and

WHEREAS, pursuant to Article 1, Section 1.12 of the Declaration, the Association is required to provide Condominium Association Furnished Services, as defined therein, which are services designated by agreement of the Commercial Property Owner and the Association from time to time. In general, the Condominium Association Furnished Services shall include services which benefit the entire building, but which are best furnished by the Association; and

WHEREAS, pursuant to Article 10, Section 10.04(a) of the Declaration, Commercial Property Owner shall pay to the Condominium Association the Commercial Property Cost Sharing Percentage allocated to such Owner multiplied by the cost of the Condominium Association Furnished Services, among other expenses; and

WHEREAS, the Parties have further detailed the administration and operation of the subject property by a Release and Settlement Agreement, executed on May 10, 2011 (the "2011 Agreement"), which was further amended by way of a Settlement Agreement and Release executed in December of 2016 (the "2016 Agreement"), copies of both documents are included herewith as Exhibit A.

RECORDING FEE 123.00
DATE 3/28/24 COPIES 4x
BY Ek

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WHEREAS, the parties now desire to enter into an agreement to adjust certain aspects of the Condominium Association Furnished Services; and

NOW, THEREFORE, the parties agree as follows:

1. Section 11(n) of the 2016 Agreement shall be deleted in its entirety.
2. The parties agree that effective with the 2023 annual billing cycle, the 2011 Agreement shall be amended to state that A&T shall remit payment to the Association in the amount of three percent (3%) of the total annual cost to maintain, repair and/or replace the shared elevator however, the amount paid by A&T shall not exceed One Thousand Five Hundred dollars (\$1 500) annually.
3. The parties also agree that effective with the 2024 annual billing cycle, the 2011 Agreement shall be amended to include "extermination services" under the "1st Floor" Furnished Services rendered by the Association to the benefit of the Commercial Owner.
4. The parties acknowledge and agree that the extermination services rendered by the Association will consist of extermination of the first floor interior Common Elements, which includes the hallways and garage room.
5. A&T shall perform all extermination services within the courtyard in the front exterior (east side) of 44 N. Vail Avenue. The Association shall reimburse A&T in the amount of Fifty percent (50%) of the costs actually incurred by A&T to perform said extermination services.
6. All remaining provisions of the 2011 Agreement and 2016 Agreement shall remain in full force and effect.
7. This Agreement shall run with the land and inure to the successors and/or assigns of the Condominium Association and/or Commercial Property Owner.

[SIGNATURE PAGE TO FOLLOW]

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CONDOMINIUM ASSOCIATION SIGNATURE PAGE

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

VAIL AVENUE CONDOMINIUM ASSOCIATION

By: *Patricia Green*
 Its President
 vice President Bob Gale Arden President

EXECUTED this 19 day of March, 2024.

I, Andreina Cruz a Notary Public, hereby certify that on March 19th, 2024 the above member of the Board of Directors of Vail Avenue Condominium Association, which Board member is personally known to me, appeared before me and acknowledged that, as such Board member, he signed this instrument as his free and voluntary act and as the free and voluntary act of said Vail Avenue Condominium Association for the uses and purposes therein set forth.

By: *[Signature]*
 Notary Public



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COMMERCIAL OWNER SIGNATURE PAGE

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

A & T Village Green, LLC _____, an

Illinois Limited Liability Company

By:  _____
Its Manager

EXECUTED this ____ day of _____, 2024.

I, _____, a Notary Public, hereby certify that on _____, 2024 the above Manager of A & T Village Green, LLC, which Manager is personally known to me, appeared before me and acknowledged that, as such Manager, he signed this instrument as his free and voluntary act and as the free and voluntary act of said A & T Village Green, LLC for the uses and purposes therein set forth.

see attached Certificate

By: _____
Notary Public

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Riverside)
 On March 11, 2024 before me, Laura Stotts, Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared B. Gregory Tapani
Name(s) of Signer(s)

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 Laura Stotts
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
 Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
 Signer Is Representing: _____

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EXHIBIT A

2011 AGREEMENT

[COPY TO BE INCLUDED PRIOR TO RECORDING]

2016 AGREEMENT

[COPY TO BE INCLUDED PRIOR TO RECORDING]

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2016
AGREEMENT &
RELEASE

SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is made this 15 day of December, 2016, by and among THE VAIL STREET CONDOMINIUM ASSOCIATION, an Illinois not-for-profit corporation ("Association"), on the one hand, and A&T VILLAGE GREEN, LLC ("A&T") on the other hand. (Association and A&T collectively the "Parties").

RECITALS

A. The Association is charged with the operation of the Association, with its principal place of business in Arlington Heights, County of Cook, State of Illinois. The Association is the proper party for and on behalf of the Association's respective unit owners with respect to the common elements at the Subject Property (the "Common Elements") to institute and settle the subject proceedings; and

B. A&T is, and was at all relevant times, the owner of certain commercial property, as defined and described in the Declaration for the Vail Avenue Condominium and Provisions Relating to Certain Non-Condominium Property ("Declaration") executed on August 11, 2000, and duly recorded on August 15, 2000 as Document Number 00625338 with the Cook County Recorder of Deeds, with the common address of 44 N. Vail Avenue, Arlington Heights, Cook County, Illinois (the "Commercial Property"). A true and correct copy of the Declaration is attached hereto as Exhibit A; and

C. The Declaration governs the administration and operation of a seven story mixed use residential and commercial condominium development located in Arlington Heights, Illinois, as more specifically defined in paragraph 1.14 of the Declaration and its legal description which

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is set forth in Exhibit A to the Declaration (the "Subject Property"), and the Parties have further detailed the administration and operation of the Subject Property by a Release and Settlement Agreement, executed on May 10, 2011, a true and correct copy of which is attached hereto as Exhibit B; and

D. Disputes among the Parties have arisen relating to, among other things, A&T's desire to exercise unrestricted access the Association's Common Elements in order to assert its easement rights in the Subject Property's Common Elements, as defined in the Declaration, in order to perform maintenance, repair and replacement of various items it deems necessary to operate the Commercial Property. As a result, A&T initiated a Demand for Arbitration with ADR Systems on April 4, 2010 against the Association, (the "Lawsuit"). A true and correct copy of the Lawsuit is attached hereto as Exhibit C; and

E. The Association denies that it is liable to A&T for any reason, and specifically for any allegations in the Lawsuit, including A&T's contention that it has the right to unfettered access to the Association's Common Elements; and

F. The Association and A&T, by this Agreement, agree to adjust, compromise and settle in full all disputes between them, without any party thereby admitting any liability whatsoever with respect thereto, and amend the Declaration to include the provisions below, per Article Twelve of the Declaration.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated into this Agreement.

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2. Acknowledgement and Breadth of Easement. The Association and its residents acknowledge and accept that A&T was granted certain easement rights as more fully detailed in paragraph 2.04 of the Declaration. The Association will install and maintain a "lock box" or similar system at the Association property that will allow A&T access to the Common Elements in an area that A&T, or its management company, has access to twenty-four (24) hours a day, seven (7) days a week. A&T will be given the code or access key for said "lock box," or similar system agreed upon by the parties, at all times. A&T hereby agrees to not duplicate the keys or "fobs," if any are provided, that allow access into the Common Elements, and agrees it would be a violation of this Agreement to do so. A&T further agrees that its access to the Common Elements shall not unreasonably disturb or harm the use of the Common Elements by the Association or the unit owners residing in the Subject Property. Additionally, A&T and the Association hereby agree to abide by the express provisions in Paragraph 3 below governing access.

3. Parties' Access to Perform Work. The following details the process by which A&T is to gain access to the Common Elements and into individual residential units in order to perform maintenance and other work, and the process by which the Association is to gain access to the Commercial Property to perform maintenance or other work.

L. Association Access to Commercial Property – The Association acknowledges and recognizes that A&T does not have access to and cannot therefore grant access to any commercial unit within the Commercial Property of the Subject Property. The Association further acknowledges and recognizes that obtaining access to any commercial unit must therefore require the assistance of A&T and the reasonable discretion of the commercial tenant. The Association will hereby be given access to the Commercial Property based upon and given these acknowledgements and recognition,

a. Routine and Pre-Scheduled Work

- i. The Association, or its designated agent, will identify normal maintenance activities which may require access to the Commercial Property and do all

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within its control to schedule this work to be performed at times outside of the normal business hours of the respective tenants of the Commercial Property.

ii. Specifically the following will happen:

1. The Association will schedule any routine and/or pre-scheduled work with A&T at least fourteen (14) days prior to the work occurring. The request will be made in writing, and sent to A&T's management company, currently William Dooley of Brian Properties, via e-mail, and will contain the date, time, location, access requested, duration of access needed, and any and all other information germane to the work to be performed (hereinafter "Work Order"). If Brian Properties and/or William Dooley are no longer the manager or management company for A&T, it is the duty of A&T to so advise the Association of the new contact for such requests, and such information shall be relayed to the Association no later than one week following the change.
2. A&T will timely communicate the Work Order with its retail tenant(s) within forty-eight (48) hours of receipt of the Work Order.
3. A&T will, within forty-eight (48) hours thereafter contact the Association and advise the Association as to whether the commercial tenant(s) have agreed to allow the Association access to the Commercial Property as requested by the Association in order to perform the work detailed in the Work Order. If access is not granted, A&T to inform the Association why, or when access could be expected to be granted. If necessary, the Association will issue a revised Work Order for future access.
4. Upon confirmation of the Work Order, the Association, or its designated agent, will greet, log-in and escort the Association's contractor to the Commercial Property where the work is to take place and meet A&T, A&T's management company, or A&T's designated agent, at the Commercial Property site who will provide access to the area of the Commercial Property to be used to perform the routine and/or pre-scheduled work. The Association shall not have independent access to the Commercial Property at any time, unless expressly provided by A&T or its management company or designated agent, or in a writing signed by the commercial tenant(s).

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- b. **Emergency Work.** (Emergency Work is defined as an incident requiring immediate repair so that physical or monetary damage would be caused if not addressed before the end of normal business hours).
- i. The Association, or its designated agent, will assess the incident as it is occurring in the Common Elements and/or within a residential unit, and determine if there is a need for Emergency Work to take place. The Association, or its designated agent, will work with its contractor in an attempt to minimize impact to the Commercial Property owner, and/or its tenants.
 - ii. The Association, or its designated agent, will first contact A&T's management company, , currently William Dooley of Brian Properties, via e-mail and telephone, to explain the issue that requires Emergency Work, and why it is necessary to be performed on an emergency basis. If the Association cannot get in contact with A&T's management company, it will contact A&T directly (currently Greg Trapani), via both e-mail and by telephone. The written portion of the request will contain the location, access requested, duration of access needed, and any and all other information germane to the Emergency Work to be performed (hereinafter "Emergency Work Order"). If Brian Properties and/or William Dooley are no longer the manager or management company for A&T, it is the duty of A&T to so advise the Association of the new contact for such requests, and such information shall be relayed to the Association no later than one week following the change. Both Trapani and Dooley shall also act as the after hours contact for Emergency Work to the Association.
 - iii. A&T will immediately contact the tenant of the Commercial Property and provide the Emergency Work Order for said tenant(s) to review, assess, whether the requested work is, in fact, Emergency Work, and approve, where appropriate.
 - iv. A&T will endeavor to work with its tenant(s) to allow the Association to perform the Emergency Work within twenty-four (24) hours from the time the Emergency Work Order is delivered to A&T, or as soon thereafter as is practicable given the nature of the Emergency Work and where the Emergency Work is to be completed within the Commercial Property.
 - v. The Association, or its designated agent, will escort the contractor performing the Emergency Work and stay with the contractor the entire time that Emergency Work is being performed. Both the Association and the contractor shall meet A&T, A&T's management company, or A&T's designated agent, at the Commercial Property site who will provide access

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to the area of the Commercial Property to be used to perform the Emergency Work. The Association shall not have independent access to the Commercial Property at any time, unless expressly provided by A&T or its management company or designated agent, or provided in writing by the commercial tenant(s).

- c. Indemnity. The Association, through its Board of Directors, or its designated agent, represent and warrant that any contractor it intends to use for any work maintains adequate insurance coverage, including general liability and workman's compensation insurance, and the Association shall indemnify, defend, and hold A&T and its tenants harmless against any and all claims brought by any individual or entity that arise as a result of access given to said contractor, including but not limited to claims arising from the intentional acts, omissions, or negligence of said contractor, its agents, employees, and subcontractors, the Association, its management company, or any designated agent of the Association. The Association agrees, if A&T is named as a party as a result of any of the said work, to pay for A&T's reasonable attorneys' fees and court costs related to the defense of any action, whether in state court, arbitration, or any other tribunal. A&T can appoint an attorney of its choosing, and the Association must pay all reasonable attorneys' fees incurred in any said defense. Additionally, if any judgment is rendered against A&T, the Association hereby agrees to pay for A&T's portion of any judgment, and holds A&T harmless for recovery of any portion of said judgment.
- d. A&T reserves the right to remove any contractor from the Commercial Property who poses a safety or security risk to A&T, the Commercial Property, the Commercial Property tenants, and/or customers of the commercial tenants. Additionally, any contractor, representative of the Association, or its designated agent, will restore all areas accessed or traversed to the condition it was in prior to the work being performed. Within twenty-four (24) hours of any work being performed, the Association, or its designated agent, and A&T, or its designated agent, shall perform a walk through to determine if there is any damage to any Commercial Property. If any damage is present as a result of the access by the Association, its designated agents or contractors, the Association shall pay for any such damage within fourteen (14) days of receipt of an invoice from A&T for the amounts owed. This paragraph does not limit or release claims arising as a result of latent defects in the Commercial Property caused by work performed by or on behalf of the Association, and also does not limit or release the Association from its indemnity obligations in the paragraph above.

II. A&T Access to Perform Work – In the event A&T accesses the Common Elements for the purpose of performing maintenance, repair, or other work on or about the Common Elements

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through the use of a third-party contractor, and/or if A&T requires access to an individual residential unit within the Subject Property, the following procedures apply.

a. Routine and Pre-Scheduled Work

i. A&T, or its designated agent, will notify the Association and advise the Association of any routine and/or pre-scheduled work that requires access to the Common Elements at least fourteen (14) days prior to the work occurring. The notice will be made in writing to the Association's management company, or its designated agent, via email.

ii. Specifically the following will happen:

1. A&T, or its designated agent, will schedule any and all routine and pre-scheduled work that needs to be performed in the Common Elements with the Association.

2. The Association will communicate the scheduled time for the routine and pre-scheduled work to be performed to the concierge and ensure the following is addressed, if necessary given the type of work and location of work to be performed:

- a. Carpet to be covered;
- b. Large items to be delivered thru the garage;
- c. Elevators to be jadded.

3. A&T, or its designated agent, is to escort its contractors at all times, and will contact the concierge upon arrival/departure. All parties present will sign in and out of the building.

iii. A&T acknowledges and recognizes that the Association does not have access to and cannot therefore grant access to any residential unit within the Subject Property. A&T further acknowledges and recognizes that obtaining access to any residential unit must therefore require the assistance of the Association and the reasonable discretion of the residential unit owner. Given these acknowledgements and recognition, if any work to be performed requires access into any residential unit, the following will happen:

1. A&T will schedule any routine and/or pre-scheduled work with the Association, or its designated agent, at least fourteen (14) days prior to the work occurring, or a reasonably shorter time given the work to be performed, such as, but not limited to, instances where work is currently being performed in the Common Elements that requires access into a residential unit to

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complete. The request will be made in writing, and sent to the Association's management company, via e-mail, and will contain the date, time, location, access requested, duration of access needed, and any and all other information germane to the work to be performed (hereinafter "Work Order").

2. The Association will timely communicate the Work Order with its resident(s) within forty-eight (48) hours of receipt of the Work Order.
 3. The Association will, within forty-eight (48) hours thereafter contact A&T and advise A&T as to whether the residential unit owner(s) have agreed to allow A&T access to the residential unit(s) as requested by A&T in order to perform the work detailed in the Work Order. If access is not granted, the Association to inform A&T why, or when access could be expected to be granted. If necessary, A&T will issue a revised Work Order for future access.
 4. Upon confirmation of the Work Order, A&T, or its designated agent, will greet, log-in and escort the A&T's contractor to the residential unit(s) where the work is to take place and meet the Association, the Association's management company, or the Association's designated agent, at the residential unit(s) site who will provide access to the area of the residential unit(s) to be used to perform the routine and/or pre-scheduled work. A&T shall not have independent access to the residential unit(s) at any time, unless expressly provided in a writing signed by the residential unit owner(s).
- b. **Emergency work.** (Emergency Work is defined as an incident requiring immediate repair so that physical or monetary damage would be caused if not addressed before the end of normal business hours).
- i. A&T, its management company, or its designated agent, will assess the emergency and determine if there is a need for Emergency Work to take place. A&T, its management company, or its designated agent, will work with its contractor in an attempt to minimize impact to the Association and its residents, during the course of any Emergency Work. Both Parties, or their designated agents, will assess the impact for residents and the commercial tenants to determine the best time to perform the Emergency Work, and will endeavor to come to a reasonable agreement on the timing of said Emergency Work as it is expressly understood by the Parties that it

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is impossible to perform Emergency Work which will not disrupt some, or all, of the commercial tenants and residents.

- ii. A&T, its designated agent and/or its contractor can enter the Common Elements as long as either (1) A&T, or its designated agent, has actually spoken to, or emailed with (meaning received a response to the request) the Association, or its designated agent, and the Association has no objection to the Emergency Work being completed as proposed; or (2) A&T, or its designated agent, has been unable to contact the Association, or its designated agent, and has left a message for both. In either situation, A&T, its agent, and contractor(s) must still sign in and out at the Association property.
 - iii. A&T, or its designated agent, will escort the contractor and stay with them the entire time they are in the Common Elements.
 - iv. A&T, its designated agent, and/or contractor will ensure the following is addressed, if necessary given the type of work and location of work to be performed:
 1. Carpet to be covered;
 2. Large items to be delivered through the garage;
 3. Elevator to be padded.
 - v. A&T, or its designated agent, will communicate the results of the repair to the Association, or its designated agent, within twenty-four (24) hours of the completion of the Emergency Work. Accordingly, an inspection will take place by the Association, or its designated agent, and to the extent that it is determined that any damage to the Association's Common Elements was caused by the Emergency Work, then A&T is to pay for any and all repairs required to be performed to correct said damage.
- c. Indemnity – A&T, its Management Company, or its designated agent represent and warrant that any contractor it intends to use for any work maintains adequate insurance coverage, including general liability and workman's compensation insurance, and the Association shall indemnify, defend, and hold the Association and its residents harmless against any and all claims brought by any individual or entity that arise as a result of access given to said contractor, including but not limited to claims arising from the intentional acts, omissions, or negligence of said contractor, its agents, employees, and subcontractors, A&T, its management company, or any designated agent of A&T. A&T agrees, if the Association is named as a party as a result of any of the said work, to pay for the Association's reasonable attorneys' fees and court costs related to the defense of any action,

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whether in state court, arbitration, or any other tribunal. The Association can appoint an attorney of its choosing, and A&T must pay all reasonable attorneys' fees incurred in any said defense. Additionally, if any judgment is rendered against the Association, A&T hereby agrees to pay for the Association's portion of any judgment, and holds the Association harmless for recovery of any portion of said judgment. Additionally, A&T will provide the Association with proof of insurance upon execution of this Agreement, and a Certificate of Insurance showing that A&T has named the Association as an additional insured, as needed.

- d. The Association reserves the right to remove any contractor from the Common Elements who poses a safety or security risk to the Association, the Common Elements, the Subject Property, and/or the residents of the Subject Property. Additionally, any contractor, representative of A&T, or its designated agent, will restore all areas accessed or traversed to the condition it was in prior to the work being performed. Within twenty-four (24) hours of any work being performed, the Association, or its designated agent, and A&T, or its designated agent, shall perform a walk through to determine if there is any damage to any of the Common Elements. If any damage is present as a result of the access by A&T, its designated agents or contractors, A&T shall pay for any such damage within fourteen (14) days of receipt of an invoice from the Association for the amounts owed. This paragraph does not limit or release claims arising as a result of latent defects in the Common Elements caused by work performed by or on behalf of A&T, and also does not limit or release A&T from its indemnity obligations in the paragraph above.

4. Resolution of Disputes Relating to Non-Performance of Maintenance. In the event that either of the Parties identify maintenance or repair work that needs to be performed by the other party, and said Party puts the other on notice of the problem, and efforts to mitigate, assess, or repair the problem are not undertaken within fourteen (14) days of the notice, then the President of the Board of Directors of the Association shall meet with the authorized representative of A&T (currently Greg Trapani) to discuss a resolution of the issue. Both representatives will endeavor to reach an amicable resolution of any such dispute. However, failure to timely remediate a maintenance issue in either the Commercial Property or the Common Elements is a breach of this Agreement, and either of the aggrieved Parties can file suit in accordance with Paragraph 10(o) of this Agreement.

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5. Resolution of Disputes Concerning When Work Is To Be Performed. The Parties acknowledge and agree that the scheduling of routine work or Emergency Work, as defined above, requires the Parties to agree on a time, place, manner, and method for performing such work, and that competing interests exist between A&T and its commercial tenants and the Association and its residents as to the time, place, manner, and method for performing such work. In the event the Parties cannot agree on the time, place, manner, or method for performing routine work or Emergency Work, the following protocol shall be followed: within five (5) days for routine work and within forty-eight (48) hours for Emergency Work of the disagreement as to the time, place, manner or method of for performing said routine work or Emergency Work, the President of the Board of Directors of the Association shall meet with the authorized representative of A&T (currently Greg Trapani) to discuss a resolution of the issue. Both representatives will endeavor to reach an amicable resolution of the dispute. If no resolution is reached within two (2) days for routine work and within twenty-four (24) hours for Emergency Work, then either Party can file suit in accordance with Paragraph 10(o) of this Agreement.

6. Release by A&T. A&T, for itself, its Members, Managers, officers, directors, predecessors, successors, grantees, tenants, trustees, agents and assigns, hereby releases, remises and forever discharges the Association and all of its officers, directors, members of its Board of Directors, employees, shareholders, subsidiaries, affiliates, heirs, executors, administrators, attorneys, members, parents, agents, predecessors, successors and assigns, and each of them, of and from any and all past or present claims, demands, obligations, actions, causes of action, rights, damages, costs, losses and expenses on any and all theories of recovery, which A&T has or may have, whether known or unknown, suspected or unsuspected, other than claims arising out of an alleged breach of this Agreement. Without limiting the generality of the foregoing, it

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being the intention of the Parties to make this Release as broad and as general as the law permits, this Release specifically includes any and all subject matters and claims which were or could have been raised in the Lawsuit. This release does expressly does not waive any claims against the Association for leaks emanating from the Common Elements or Residential Units into the Commercial Property which occurred prior to the execution of this Agreement and recur after execution of this Agreement; such leaks are subject to the Water Leak Protocol of Paragraph 9.

7. Release by Association. The Association, for itself, its Members, officers, directors, predecessors, successors, agents and assigns, hereby release, remise and forever discharge A&T and all of its Members, Managers, officers, directors, employees, shareholders, subsidiaries, affiliates, heirs, executors, administrators, attorneys, members, parents, agents, predecessors, grantees, tenants, trustees successors and assigns, and each of them, of and from any and all past or present claims, demands, obligations, actions, causes of action, rights, damages, costs, losses and expenses on any and all theories of recovery, which the Association has or may have, whether known or unknown, suspected or unsuspected, other than claims arising out of an alleged breach of this Agreement. Without limiting the generality of the foregoing, it being the intention of the Parties to make this Release as broad and as general as the law permits, this Release specifically includes any and all subject matters and claims which were or could have been raised in the Lawsuit. This release does expressly does not waive any claims against A&T for leaks emanating from the Commercial Property into Common Elements, the Association's Garage, or Residential Units which occurred prior to the execution of this Agreement and recur after execution of this Agreement; such leaks are subject to the Water Leak Protocol of Paragraph 9.

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8. Water Shut Off Protocol. The Subject Property has a singular water service line which provides water to all of the Commercial Property, Common Elements, and residential units. While there are currently existing within the Subject Property water shut off valves which turn off water for specific portions of the Subject Property, from time to time, situations may arise in which routine maintenance and/or Emergency Work will necessitate water being shut off to all of the Commercial Property, Common Elements, and residential units. The Parties agree and acknowledge that shutting off and subsequently turning back on the water to the entire Commercial Property, Common Elements, and residential units is a process which may take a considerable period of time, and will, invariably, negatively impact the Commercial Property, Common Elements, and residential units in some manner, and there is no universal manner in which the water may be shut off to not negatively impact the Commercial Property, Common Elements, and residential units in some manner. Therefore, notwithstanding any of the terms and provisions above establishing access to the Commercial Property, Common Elements, or residential units, in the event water must be shut off to all of the Commercial Property, Common Elements, and residential units, for the performance of routine maintenance and/or Emergency Work, either for A&T or the Association, absent an agreement between A&T and the Association to the contrary, any water shut off which will affect all the Commercial Property, Common Elements, and residential units shall occur between the hours of midnight and 6:00 a.m., meaning that the water will be first shut off no sooner than midnight and water service must be restored to all of the Commercial Property, Common Elements, and residential units by 6:00 a.m. The Parties are hereby obligated to cooperate and attempt to agree to the extent that either party believes it needs to shut the water off for any reason. Additionally, it may, from time to time, become necessary for individual unit owners to require water shut off, and A&T hereby

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agrees to cooperate with those individual owners to attempt to come up with a reasonable timeframe to shut the water off, if necessary.

It may become necessary to shut off the water due to an emergency arising, which involves water flowing at a high rate into a unit or a commercial unit, and the Parties agree that if such an emergency arises, they do not need to consult each other prior to shutting off the water. However, prior to shutting off the water, each Party shall contact the other, either directly or through their respective management companies, prior to shutting the water off.

9. Water Leaks Protocol. The Parties acknowledge and agree that the Subject Property is a mixed-use property in which many of the utility lines which service the Commercial Property, Common Elements, and residential units in some manner intertwine, intersect, adjoin, and abut each other, and these utility lines meander between numerous levels and grades and traverse between walls and floors made up of various substrates and materials, including concrete. As a result, it is a common occurrence for water to penetrate into the Commercial Property, Common Elements, and residential units in some manner, the source or cause of which is either unknown or not easily discernible. These water leaks can present as either a nuisance or a hazard. A nuisance leak is any leak which occurs in an area that does not pose an actual safety risk to persons and does not actually damage property. A hazard leak is any leak which occurs in an area which poses either an actual safety risk to persons or does actual damage to property in some manner. The following shall be the protocol followed by the Parties when a water leak is present:

- (a) The Parties shall endeavor at all times to identify and inform each other as soon as practicable when a nuisance leak or hazard leak is found somewhere on the Subject Property. Within five (5) days of discovering a nuisance leak and within forty-eight (48) hours of discovering a hazard leak (or sooner, to the extent possible), A&T, or its management company, and the Association, or its management company, shall meet and confer at

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the Subject Property to view, assess, and attempt to determine the source of the leak. The Parties agree and acknowledge that in order to view, assess, and attempt to determine the source of the leak, access into the Commercial Property and/or residential units may need to occur, and A&T and the Association will immediately contact the commercial tenants and residential unit owners, respectively, from which access is needed to ensure the meet and confer occurs timely.

- (b) If the Parties can determine and agree upon the source of the leak, then A&T, if the source of the leak emanates from the Commercial Property, or the Association, if the source of the leak emanates from the Common Elements or residential units, will thereafter endeavor to repair, modify, alter, and/or fix the condition which is causing the leak, and shall perform any and all work required to repair, modify, alter, and/or fix the condition within the next five (5) days for a nuisance leak and the next forty-eight (48) hours for a hazard leak (or sooner, to the extent possible), or a reasonably similar time frame in the event the repair, modification, alteration, and/or fix is of a type or kind cannot be performed in such time frame. The Association, for leaks emanating from the Common Elements or residential units, and A&T, for leaks emanating from the Commercial Property, shall solely bear any and all costs incurred in addressing the leak.
- (c) If the Parties cannot determine or agree upon the source of the leak within the timeframe in (b) above, for any reason, the Parties agree to work together to determine the source of the leak, whether by and between the Parties or through the hiring of a third party to determine the source of the leak. Any and all costs incurred by the Parties in determining the source of the leak shall be borne equally by the Parties, however in the event that the source of the leak is determined, the cost of repairing, modifying, altering, and/or fixing the condition causing the leak shall be borne by Association if the leak emanates from the Common Elements or residential units and by A&T if the leak emanates from the Commercial Property. Any work needed to repair, modify, alter, and/or fix the condition shall be completed in the timeframes as set forth in paragraph (b) above.
- (d) If any dispute arises between the Parties regarding the source of the leak, the work required to repair, modify, alter, and/or fix the condition causing the leak, or if any party fails to perform the work required to repair, modify, alter, and/or fix the condition causing the leak within the timeframe set forth in paragraphs (b) and (c) above, then either Party can file suit in accordance with Paragraph 10(o) of this Agreement.

10. Association's Amendment of Declaration. The Association hereby agrees to work, in good faith, to amend its Declaration to include the relevant provisions of this

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Agreement in Paragraphs 3, 4, 5, 8, and 9. However, the failure to obtain an amendment to the Association's Declaration will not invalidate any of the provisions of this Agreement, and they shall remain in full force and effect, regardless of whether the Association is able to obtain the requisite unit owner approval to amend the Declaration. If the Declaration is amended to include the relevant provisions, the Declaration will control. If some, but not all, of the provisions are included in an amended Declaration, the Declaration will control to those portions included, and this Agreement will control to the provisions not included. If the Declaration is not amended, this Agreement shall remain in full force and effect.

11. General Provisions.

(a) This Agreement constitutes the entire agreement of the Parties. No other representations or undertakings have been made or shall be enforceable. This Agreement may not be modified other than by a writing signed by all parties hereto.

(b) In entering into this Agreement, the Parties represent that they have relied upon the advice of their respective attorneys, who are attorneys of their own choice, concerning the legal consequences of this Agreement. The terms of this Agreement have been completely read and explained to the Parties by their respective attorneys, and the terms of this Agreement are fully understood and voluntarily accepted by the Parties.

(c) This Agreement, on the part of all the Parties hereto, shall constitute a fully binding and complete settlement among the Parties.

(d) Each party hereto shall bear their own attorney's fees and costs arising from the Lawsuit, as well as the preparation and filing of any orders dismissing the Lawsuit.

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(e) The individuals executing this Agreement on behalf of the Association and A&T represent and warrant that he/she has the capacity to execute the document on behalf of their respective entities.

(f) All Parties understand that this Agreement constitutes a compromise of doubtful and disputed claims and that payment of the above-stated consideration is not to be construed as an admission of liability on the part of the Parties.

(g) This Agreement shall be binding upon, and inure to, the benefit of the Parties and their executors, administrators, personal representatives, heirs, officers, directors, employees, shareholders, subsidiaries, affiliates, agents, grantees, tenants, trustees, successors, assigns, attorneys and insurers, and the Parties agree to record this Agreement against the Commercial Property and Association Property to ensure that any future owners of the Commercial Property and the Association are bound by its contents.

(h) If a Court of competent jurisdiction at any time after execution hereof, holds that a portion of this Agreement is invalid, the remainder shall not be affected thereby and shall continue in full force and effect.

(i) This Agreement shall be construed as if it were prepared jointly by the Parties, and the Parties hereby waive any claim that any ambiguity contained herein is construed against the drafter of the Agreement, as the Parties have jointly drafted this Agreement.

(j) This Agreement can be executed in duplicate counterparts.

(k) This Agreement shall be governed by the laws of Illinois. Any dispute arising hereunder shall be adjudicated in the Circuit Court of Cook County, Illinois.

(l) That if any action at law or chancery, or any other judicial proceeding, is initiated to enforce any of the terms of this Agreement, the prevailing party in the action shall have its

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costs and fees associated therewith, including but not limited to attorney's fees, paid by the non-prevailing party.

(m) A&T shall dismiss the Lawsuit and each party shall bear its own attorneys' fees and costs incurred in the Lawsuit.

(n) The Parties agree and acknowledge that the Release and Settlement Agreement attached hereto as Exhibit B shall be modified to delete the requirement for A&T to make payments to the Association for each use of the elevator.

(o) The Parties agree and acknowledge that Paragraph 10.07 of the Declaration, which refers to dispute resolution using the American Arbitration Association, does not apply to this Agreement, and that any dispute which arises with respect to the enforcement or interpretation of any provision of this Agreement may be brought at any time, subject to the terms and limitations of this Agreement, in the Circuit Court of Cook County. In the event this Agreement is being interpreted in association with the Declaration, this provision regarding dispute resolution shall control for disputes arising out of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as their free and voluntary act for the uses and purposes herein set forth.

VAIL STREET CONDOMINIUM ASSOCIATION

By: [Signature]
Its: Board President

A&T VILLAGE GREEN, LLC

By: _____
Its: _____

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costs and fees associated therewith, including but not limited to attorney's fees, paid by the non-prevailing party.

(m) A&T shall dismiss the Lawsuit and each party shall bear its own attorneys' fees and costs incurred in the Lawsuit.

(n) The Parties agree and acknowledge that the Release and Settlement Agreement attached hereto as Exhibit B shall be modified to delete the requirement for A&T to make payments to the Association for each use of the elevator.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as their free and voluntary act for the uses and purposes herein set forth.

VAIL AVENUE CONDOMINIUM ASSOCIATION

By: _____

Its: _____

A&T VILLAGE GREEN, LLC

By: _____

Its: _____

Property of Cook County Clerk's Office

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RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE AND SETTLEMENT AGREEMENT (the "Release") made and entered into by, between and among: Vail Street Condominium Association ("Vail"); Village Green, LLC ("VG"); and A & T Properties, LLC ("A & T").

WHEREAS, Vail filed a lawsuit against VG and A & T asserting, among other things, damages for VG's and A & T's failures to pay Vail for certain costs and expenses relating to the Declaration for the Vail Avenue Condominium and Provisions Relating to Certain Non-Condominium Property, executed on August 11, 2000, and duly recorded on August 15, 2000 as Document Number 00625338 with the Cook County Recorder of Deeds, ("Declaration") and a Cross Easement and Cost Sharing Agreement on July 27, 2000, which was recorded on July 31, 2000 as document number 00577251 with Cook County Recorder of Deeds ("Cost Sharing Agreement"), which case was filed and docketed in the Circuit Court of Cook County, Case No. 09 CH 52447, captioned Vail Street Condominium Association v. Village Green, LLC and A & T Properties, LLC (hereinafter referred to as "the Litigation").

WHEREAS, subsequent to the initiation of the Litigation, the parties agreed to binding arbitration of the disputes framed by the Complaint filed in the Litigation, which arbitration demand was filed and docketed in the American Arbitration Association as Case No. 51 115 01138 10 (hereinafter referred to as "the Arbitration").

WHEREAS, VG and A & T have denied any and all liability to Vail or anyone else in connection with the Litigation and the Arbitration and the matters that were raised in the Litigation and Arbitration.

WHEREAS, the parties hereto wish to conclude the Litigation and Arbitration and to avoid additional litigation and arbitration and further expense of time, effort and money which may be incurred by continuing or additional litigation and arbitration;

WHEREAS, the parties hereto wish to enter into this Release in order to provide for certain payments in full settlement and discharge of all claims which are, were, or could have been made or raised in, or arising from incidents made subject of the litigation upon the terms and conditions set forth below;

NOW THEREFORE, for good and valuable consideration and in consideration of the Mutual covenants and conditions herein contained, and for such other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto expressly INTENDING TO BE LEGALLY BOUND, hereby agree as follows:

1.0 RELEASE AND DISCHARGE

1.1 Vail for itself, its officers, members, directors, representatives, successors, and assigns, does hereby remise, releases and forever discharges, VG and A & T, and

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their employees, officers, directors, members, attorneys, agents, successors, and assigns, of and from all, and all manner of, actions and causes of actions, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands whatsoever, in law or equity, whether known or unknown, and whether or not heretofore asserted arising out of the events underlying the Litigation and the Arbitration, including without limitation all claims that Vail had, that Vail asserted, or that Vail could have asserted, in the Litigation and the Arbitration.

1.2 VG and A & T for themselves, their personal representatives, successors, assignors and assigns, do hereby remise, release and forever discharge, Vail, its members, directors, attorneys, agents, successors, and assigns, of and from all, and all manner of, actions and causes of actions, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands whatsoever, in law or equity, whether known or unknown, and whether or not heretofore asserted arising out of the events underlying the Litigation and the Arbitration, including without limitation all claims that VG and A & T had, that VG and A & T asserted, or that they could have asserted, in the Litigation and the Arbitration.

1.3 This Release is a fully binding and complete settlement among the parties hereto and their personal representatives, successors, assignors and assigns.

1.4 It is understood and agreed by the parties that this settlement is a compromise of a disputed claim and that entering into of this Release is in no way an admission of wrongdoing or liability on the part of any of the parties.

1.5 It is understood and agreed by the parties that VG's and A & T's obligations to pay Vail for gas, water, electric, and telephone services are released up to and including any obligations that accrue as of March 31, 2011. VG's and A & T's obligations to pay gas, water and electric that accrue after March 31, 2011 shall in no way be construed to be released.

2.0 PAYMENTS

2.1 In consideration of the release and discharge set forth above and herein, VG and A & T agree to pay Vail the sum of seventy nine thousand, five hundred eighty seven and 83/100 dollars (\$79,587.83) ("Settlement Payment"). The Settlement Payment shall accrue interest of 6% per annum. The Settlement Payment shall be paid as follows:

- a. \$5,000.00 on June 10, 2011;
- b. 24 monthly payments of \$3,107.96 for twenty (24) months beginning on July 1, 2011 and continuing the first date of each consecutive month.
- c. The Settlement Payment of \$74,587.83 shall accrue interest of 6% per annum. Each monthly payment shall also include an interest payment of \$372.94.

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2.2 In further consideration of the release and discharge set forth above and herein, the parties have executed Exhibit A to this Release and agree to be bound by its terms effective May 2, 2011. These terms include VG and A & T reimbursing Vail 10.3% of Vail's cost of providing the Vail Street Condominium Association furnished services listed in Exhibit 1 to Exhibit A. The parties further agree that Exhibit A shall be recorded.

3.0 CONFESSION OF JUDGMENT

If VG and A & T fail to timely make any instalment payment pursuant to Paragraph 2.1 above, and do not cure said failure with twenty-one (21) calendar days of receiving written notice of such default, then Vail shall be entitled, absolutely, unconditionally and irrevocably, to confession and entry of a monetary judgment against VG and A & T, in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) less amounts previously paid, plus Vail's reasonable costs and attorney's fees incurred in having said judgment entered and enforced.

4.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT

In entering into this Release, the parties represent that they have relied upon the advice of their attorneys, who are the attorneys of their own choice, concerning the legal and income tax consequences of this Release; that the terms of this Release have been completely read and explained to the parties, and that the terms of this Release are fully understood and voluntarily accepted the parties.

5.0 WARRANTY OF CAPACITY TO EXECUTE AGREEMENT

Each party represents and warrants that no other person or entity has, or has had, any interest in the claims, demands, obligations or causes of action referred to in this Release and that none of the parties have sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Release.

6.0 ATTORNEYS FEES

The parties acknowledge that they have been represented by legal counsel of their own choice throughout all phases of the Litigation and Arbitration, including the negotiations which preceded the execution of this Release, agrees to pay all of its own legal fees and expenses in connection with the litigation, and forever waives any claim which it may have against each other to recover those fees and costs.

7.0 GOVERNING LAW

This Release shall be construed and interpreted in accordance with the laws of the State of Illinois.

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8.0 ADDITIONAL DOCUMENTS

All parties agree to cooperate fully and execute any stipulations to dismiss and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Release.

9.0 CONTRACTUAL

The parties agree that the Release and the provisions hereof are contractual in nature and not mere recitals.

10.0 ENTIRE AGREEMENT AND SUCCESSORS IN INTEREST

This Release constitutes the entire agreement and understanding between the parties with regard to the matters set forth in it and shall be binding upon and insure to the benefits of all related parent, subsidiary or affiliated companies, and the executors, administrators, personal representatives, heirs, successors and assigns of each.

11.0 EFFECTIVENESS

This Release shall become effective upon execution by the parties by and through its authorized representatives.

12.0 AGREEMENT TO DISMISS LITIGATION AND ARBITRATION

The parties agree to dismiss the Litigation and Arbitration forthwith, with prejudice, each party to the Litigation and Arbitration to bear their own costs.

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IN WITNESS WHEREOF, the authorized representatives of Vail, EXPRESSLY INTENDING TO BE LEGALLY BOUND HEREBY, have executed this Release.

Vail Street Condominium Association

By: [Signature]
Curt Yearwood

SUBSCRIBED AND SWORN TO before
Me this 10th day of May 2011

[Signature]
Notary Public
OFFICIAL SEAL
JOYCE A. NUCCIO
Notary Public - State of Illinois
My Commission Expires Apr 30, 2012

Village Green, LLC

By: [Signature]

SUBSCRIBED AND SWORN TO before
Me this 10th day of May 2011

[Signature]
Notary Public

OFFICIAL SEAL
LEAH R VANDERHYDEN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 05/04/15

A&T Properties, LLC

By: [Signature]

SUBSCRIBED AND SWORN TO before
Me this 10th day of May 2011

[Signature]
Notary Public

OFFICIAL SEAL
LEAH R VANDERHYDEN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 05/04/15

UNOFFICIAL COPY

EXHIBIT A

CONDOMINIUM ASSOCIATION FURNISHED SERVICES COST SHARING AGREEMENT

This Agreement is made this 4th day of May, 2011 by and between the Vail Avenue Condominium Association, a not-for-profit corporation (hereinafter referred to as "Association") and Village Green LLC and A & T Properties, LLC (hereinafter referred to as "Commercial Property Owner").

WHEREAS, a Declaration of Condominium Ownership and Provisions Relating to Certain Non-Condominium Property was recorded with the Cook County Recorder of Deeds as Document No. 00625338 (hereinafter referred to as "Declaration") for the property located at 44 North Vail Avenue, Arlington Heights, Illinois which consists of residential condominium units and commercial property; and

WHEREAS, pursuant to Article 1, Section 1.12 of the Declaration, the Association is required to provide Condominium Association Furnished Services, as defined therein, which are services designated by agreement of the Commercial Property Owner and the Association from time to time. In general, the Condominium Association Furnished Services shall include services which benefit the entire building, but which are best furnished by the Association; and

WHEREAS, pursuant to Article 10, Section 10.04(a) of the Declaration, Commercial Property Owner shall pay to the Condominium Association the Commercial Property Cost Sharing Percentage allocated to such Owner multiplied by the cost of the Condominium Association Furnished Services, among other expenses; and

WHEREAS, the parties desire to enter into an agreement outlining the Condominium Association Furnished Services; and

NOW, THEREFORE, the parties agree as follows:

1. The parties agree that the Condominium Association Furnished Services shall consist of the list contained in Exhibit 1 attached hereto.

2. The parties acknowledge and agree to abide by the terms and conditions of the Declaration including, but not limited to, the payment and enforcement provisions regarding the Condominium Association Furnished Services as outlined in Article 10 of the Declaration.

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3. This Agreement shall run with the land and inure to the successors and/or assigns of the Condominium Association and/or Commercial Property Owner.

VAIL AVENUE CONDOMINIUM ASSOCIATION

A & T PROPERTIES, LLC

By: _____

By: _____

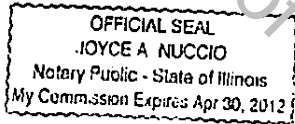
Its: President

Its: MANAGER

SUBSCRIBED & SWORN TO BEFORE ME THIS 12TH DAY OF MAY, 2011

SUBSCRIBED & SWORN TO BEFORE ME 10TH DAY OF MAY 2011

Joyce A. Nuccio



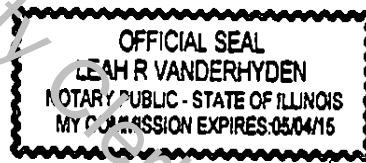
VILLAGE GREEN, LLC

Leah R. Vanderhyden

By: _____

Its: MANAGER

SUBSCRIBED & SWORN TO BEFORE ME 10TH DAY OF MAY 2011



Leah R. Vanderhyden

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EXHIBIT 1

Vail Avenue Condominium Association ("VACA")

Furnished Services that benefit the Commercial Owner

Association Provided Services - 10.3% Commercial Expense

SUB LEVEL PUMP ROOM

1. Electric Fire Pump Controller.
2. Jockey Pump Controller.
3. Fire Pump.
4. All controls valves, switches, pipes, cabinets that pertain to Fire Pump
5. This system is maintained and serviced by Simplex. All Simplex charges and fees for servicing this unit.
6. Domestic Water Controls, Pumps, and Pressure Tanks.

GARAGE AREA

1. Foundation Walls, Cracking Settling Repair and Maintenance.
2. Sump Pump Room and Sump Pumps.
3. Electric service switches and controls for sump pumps.
4. Domestic Main Sewer Lines Rod Annually.
5. Main Water Lines.
6. Main Gas Lines Servicing Building.

1ST FLOOR

1. Simplex Control Board Fire Alarm and shared common devises
2. Elevator \$50.00 Per Use and \$50.00 each additional consecutive day or use.

8TH FLOOR

1. Exit Doors to Roof North and South (Access to Commercial Equipment).
2. De-Icing System (Maintenance).
3. Hatch to 9th Floor.

COMMON SERVICES

1. Phone service for elevator.

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2. Phone service for Simplex fire panel.
3. Property insurance.
4. Common Heat
5. Common Electric
6. Water Usage (by sub meter of Vail Avenue Condominium Association). It is understood that the retail units owned by A&T Properties, LLC ("A&T") and Village Green, LLC ("VG") are provided water via a sub meter to VACA. Retail owner is billed by each submeter. A&T & VG are simply a receiver of monies due VACA for use. If A&T and VG fail to turn over funds from their tenants to VACA, VACA may go directly to the tenant for payment.

EXTERIOR:

1. Pressure Test Fire Sprinkler System.
2. Emergency Electric Generator Maintenance, Repair and Replacement.

GARBAGE ROOM

1. Overhead garage door to include all maintenance, electrical hookup, switches and motors cleaning and painting.
2. Cleaning and or painting of concrete floor and walls.
3. Maintenance of electrical, water lines, ceiling-hung heaters and maintaining heat.
4. Garbage room is not to be used for storage by residential or retail.
5. Garbage room must be maintained in a clean and organized manner. Inspection by lobby staff is performed daily any debris or items left in garbage room will be disposed of.
6. Regular inspection and application of insect control.

Pursuant to Article 1, Section 1.06 of the declaration "Commercial Property Owner provided Services". The Commercial Property owner agrees that any major repair or replacement proposals must be submitted to residential association for approval. Commercial owner agrees to provide association with copies of any long term contracts for service of these areas.

At present, the retail spaces occupied by Peggy Kinnane and Armand's have a metal fence enclosing an outdoor seating area. It is agreed that this fence is a tenant installed improvement. The residential condominium association does not have any responsibility to its maintenance. If this improvement impedes maintenance repair or replacement of any of the common elements the cost of removal of any tenant improvement will not be shared by the association.

It is also agreed that the first floor commercial entities shall provide access to all mechanical, plumbing, shut offs, drains or any other common element located at the ceilings. If the retail entity has an improvement blocking access to any common elements

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said improvement shall be removed at THE COMMERCIAL OWNERS EXPENSE WITH NO COST TO THE ASSOCIATION.

If access is needed to one of these shut offs, retail owners will not prohibit or restrict access. In addition if there is an emergency the association and/ or its manager will be provided with a 24 hour emergency number.

Commercial owner and Vail Ave Condo Association agree to issue invoices on a monthly basis and each entity agrees to respond to invoicing with payment or basis for nonpayment within 30 days of receipt. Payments for all agreed invoices shall be paid within 30 days of receipt.

VAIL AVENUE CONDOMINIUM ASSOCIATION

A&T PROPERTIES, LLC

By: [Signature]
Its: PRESIDENT.

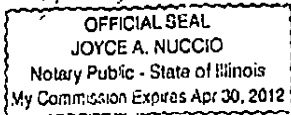
By: [Signature]
Its: MANAGER



SUBSCRIBED & SWORN TO BEFORE ME THIS 6th DAY OF MAY, 2011

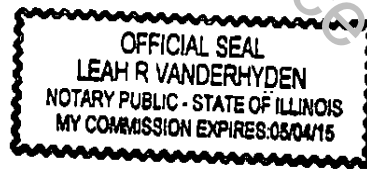
[Signature]
VILLAGE GREEN, LLC

SUBSCRIBED & SWORN TO BEFORE ME 10th DAY OF MAY, 2011



By: [Signature]
Its: MANAGER

[Signature]
SUBSCRIBED & SWORN TO BEFORE ME THIS 10th DAY OF MAY, 2011



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EXHIBIT B

LEGAL DESCRIPTION

Legal Description: Units 201 through 708 in the Vail Avenue Condominium as delineated on a survey of part of the West 1/2 of the Southwest 1/2 of Section 29, Township 42 North, Range 11, East of the Third Principal Meridian, as delineated and define in survey attached as Exhibit "C" to the Declaration of Condominium recorded August 15, 2000 as Document Number 00625338, as amended from time to time, all in Cook County, Illinois.

Unit	Pin	Commonly known as (for Informational purposes only)
201	03-29-340-032-1001	44 N Vail Ave Unit 201 Arlington Heights, IL 60005
202	03-29-340-032-1002	44 N Vail Ave Unit 202 Arlington Heights, IL 60005
203	03-29-340-032-1003	44 N Vail Ave Unit 203 Arlington Heights, IL 60005
204	03-29-340-032-1004	44 N Vail Ave Unit 204 Arlington Heights, IL 60005
205	03-29-340-032-1005	44 N Vail Ave Unit 205 Arlington Heights, IL 60005
206	03-29-340-032-1006	44 N Vail Ave Unit 206 Arlington Heights, IL 60005
209	03-29-340-032-1009	44 N Vail Ave Unit 209 Arlington Heights, IL 60005
211	03-29-340-032-1011	44 N Vail Ave Unit 211 Arlington Heights, IL 60005
212	03-29-340-032-1012	44 N Vail Ave Unit 212 Arlington Heights, IL 60005
213	03-29-340-032-1013	44 N Vail Ave Unit 213 Arlington Heights, IL 60005
214	03-29-340-032-1014	44 N Vail Ave Unit 214 Arlington Heights, IL 60005
215	03-29-340-032-1015	44 N Vail Ave Unit 215 Arlington Heights, IL 60005
301	03-29-340-032-1016	44 N Vail Ave Unit 301 Arlington Heights, IL 60005
302	03-29-340-032-1017	44 N Vail Ave Unit 302 Arlington Heights, IL 60005
303	03-29-340-032-1018	44 N Vail Ave Unit 303 Arlington Heights, IL 60005
304	03-29-340-032-1019	44 N Vail Ave Unit 304 Arlington Heights, IL 60005
305	03-29-340-032-1020	44 N Vail Ave Unit 305 Arlington Heights, IL 60005
306	03-29-340-032-1021	44 N Vail Ave Unit 306 Arlington Heights, IL 60005
307	03-29-340-032-1022	44 N Vail Ave Unit 307 Arlington Heights, IL 60005
308	03-29-340-032-1023	44 N Vail Ave Unit 308 Arlington Heights, IL 60005
309	03-29-340-032-1024	44 N Vail Ave Unit 309 Arlington Heights, IL 60005
310	03-29-340-032-1025	44 N Vail Ave Unit 310 Arlington Heights, IL 60005
311	03-29-340-032-1026	44 N Vail Ave Unit 311 Arlington Heights, IL 60005
312	03-29-340-032-1027	44 N Vail Ave Unit 312 Arlington Heights, IL 60005
313	03-29-340-032-1028	44 N Vail Ave Unit 313 Arlington Heights, IL 60005
314	03-29-340-032-1029	44 N Vail Ave Unit 314 Arlington Heights, IL 60005
315	03-29-340-032-1030	44 N Vail Ave Unit 315 Arlington Heights, IL 60005
401	03-29-340-032-1031	44 N Vail Ave Unit 401 Arlington Heights, IL 60005
402	03-29-340-032-1032	44 N Vail Ave Unit 402 Arlington Heights, IL 60005
403	03-29-340-032-1033	44 N Vail Ave Unit 403 Arlington Heights, IL 60005
404	03-29-340-032-1034	44 N Vail Ave Unit 404 Arlington Heights, IL 60005
405	03-29-340-032-1035	44 N Vail Ave Unit 405 Arlington Heights, IL 60005
406	03-29-340-032-1036	44 N Vail Ave Unit 406 Arlington Heights, IL 60005
407	03-29-340-032-1037	44 N Vail Ave Unit 407 Arlington Heights, IL 60005
408	03-29-340-032-1038	44 N Vail Ave Unit 408 Arlington Heights, IL 60005
409	03-29-340-032-1039	44 N Vail Ave Unit 409 Arlington Heights, IL 60005
410	03-29-340-032-1040	44 N Vail Ave Unit 410 Arlington Heights, IL 60005
411	03-29-340-032-1041	44 N Vail Ave Unit 411 Arlington Heights, IL 60005
412	03-29-340-032-1042	44 N Vail Ave Unit 412 Arlington Heights, IL 60005
413	03-29-340-032-1043	44 N Vail Ave Unit 413 Arlington Heights, IL 60005

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Unit	Pin	Commonly known as (for informational purposes only)
414	03-29-340-032-1044	44 N Vail Ave Unit 414 Arlington Heights, IL 60005
415	03-29-340-032-1045	44 N Vail Ave Unit 415 Arlington Heights, IL 60005
501	03-29-340-032-1046	44 N Vail Ave Unit 501 Arlington Heights, IL 60005
502	03-29-340-032-1047	44 N Vail Ave Unit 502 Arlington Heights, IL 60005
503	03-29-340-032-1048	44 N Vail Ave Unit 503 Arlington Heights, IL 60005
507	03-29-340-032-1051	44 N Vail Ave Unit 507 Arlington Heights, IL 60005
509	03-29-340-032-1053	44 N Vail Ave Unit 509 Arlington Heights, IL 60005
510	03-29-340-032-1054	44 N Vail Ave Unit 510 Arlington Heights, IL 60005
511	03-29-340-032-1055	44 N Vail Ave Unit 511 Arlington Heights, IL 60005
512	03-29-340-032-1056	44 N Vail Ave Unit 512 Arlington Heights, IL 60005
515	03-29-340-032-1058	44 N Vail Ave Unit 515 Arlington Heights, IL 60005
601	03-29-340-032-1061	44 N Vail Ave Unit 601 Arlington Heights, IL 60005
602	03-29-340-032-1062	44 N Vail Ave Unit 602 Arlington Heights, IL 60005
603	03-29-340-032-1063	44 N Vail Ave Unit 603 Arlington Heights, IL 60005
605	03-29-340-032-1064	44 N Vail Ave Unit 605 Arlington Heights, IL 60005
606	03-29-340-032-1065	44 N Vail Ave Unit 606 Arlington Heights, IL 60005
607	03-29-340-032-1066	44 N Vail Ave Unit 607 Arlington Heights, IL 60005
608	03-29-340-032-1067	44 N Vail Ave Unit 608 Arlington Heights, IL 60005
609	03-29-340-032-1068	44 N Vail Ave Unit 609 Arlington Heights, IL 60005
610	03-29-340-032-1069	44 N Vail Ave Unit 610 Arlington Heights, IL 60005
611	03-29-340-032-1070	44 N Vail Ave Unit 611 Arlington Heights, IL 60005
612	03-29-340-032-1071	44 N Vail Ave Unit 612 Arlington Heights, IL 60005
613	03-29-340-032-1072	44 N Vail Ave Unit 613 Arlington Heights, IL 60005
701	03-29-340-032-1073	44 N Vail Ave Unit 701 Arlington Heights, IL 60005
702	03-29-340-032-1074	44 N Vail Ave Unit 702 Arlington Heights, IL 60005
703	03-29-340-032-1075	44 N Vail Ave Unit 703 Arlington Heights, IL 60005
704	03-29-340-032-1076	44 N Vail Ave Unit 704 Arlington Heights, IL 60005
705	03-29-340-032-1077	44 N Vail Ave Unit 705 Arlington Heights, IL 60005
706	03-29-340-032-1078	44 N Vail Ave Unit 706 Arlington Heights, IL 60005
707	03-29-340-032-1079	44 N Vail Ave Unit 707 Arlington Heights, IL 60005
708	03-29-340-032-1080	44 N Vail Ave Unit 708 Arlington Heights, IL 60005
505	03-29-340-032-1081	44 N Vail Ave Unit 505 Arlington Heights, IL 60005
506	03-29-340-032-1082	44 N Vail Ave Unit 506 Arlington Heights, IL 60005
207	03-29-340-032-1088	44 N Vail Ave Unit 207 Arlington Heights, IL 60005
208	03-29-340-032-1089	44 N Vail Ave Unit 208 Arlington Heights, IL 60005
210	03-29-340-032-1090	44 N Vail Ave Unit 210 Arlington Heights, IL 60005
508	03-29-340-032-1091	44 N Vail Ave Unit 508 Arlington Heights, IL 60005
514	03-29-340-032-1092	44 N Vail Ave Unit 514 Arlington Heights, IL 60005
513	03-29-340-032-1093	44 N Vail Ave Unit 513 Arlington Heights, IL 60005