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This instrument prepared by:

Sidley Austin LLP
One South Dearborn
Chicago, IL 60603
Attention: Benjamin G. Kirschner, Esq.
Telephone: (312) 853-2939

Doc#: 2414428135 Fee: \$107.00
CEDRIC GILES
COOK COUNTY CLERK'S OFFICE
Date 5/23/2024 12:11 PM Pg: 1 of 9

Property of Cook County Clerk's Office

SHARED PARKING AGREEMENT

THIS AGREEMENT is entered into on the [17th] day of [May, 2024] by and between Soulu D/B/A Upward Community ("Upward Community"), and 7100 Ridgeway Avenue Realty, LLC ("Chesed Chicago").

WHEREAS, Chesed Chicago is the record owner of a property which is located at 7100 North Ridgeway Avenue, Lincolnwood, Illinois (the "Premises");

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WHEREAS, pursuant to that certain Multi-Family & Investment Purchase and Sale Contract, dated as of July 28, 2023, between Upward Community and Carol L. Deibel (the "Purchase Agreement"), Upward Community is under contract to purchase and become the record owner of a property which is located at 7120 North Ridgeway Avenue, Lincolnwood, Illinois (the "Neighboring Premises");

WHEREAS, upon Upward Community's completion of its purchase of the Neighboring Premises in accordance with the Purchase Agreement (the "7120 Ridgeway Closing"), Chesed Chicago desires to allow Upward Community and its employees, clients and other invitees to the Neighboring Premises to have access to and use of eight (8) parking spaces in the parking area located on the Premises (the "Shared Parking Area") every day for twenty-four (24) hours during the entire term of this Agreement (the "Shared Parking Period"); and

WHEREAS, the Shared Parking Area is shown and highlighted on the map attached hereto as Exhibit A;

IT IS HEREBY AGREED, for and in consideration of the sum of ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged:

1. Shared Parking. Beginning on the date of the 7120 Ridgeway Closing, access to and use of the Shared Parking Area shall be available to Upward Community for the parking of vehicles for its employees, clients, and other invitees to the Neighboring Premises during the Shared Parking Period; provided, however, that the Shared Parking Area may not be used for or during any construction or renovations of the Neighboring Premises. The parties agree to

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mutually cooperate in the event that, from time to time and upon reasonable notice to the other party, (i) Chesed Chicago may need to access or use the Shared Parking Area during the Shared Parking Period or (ii) Upward Community may need to access or use the Shared Parking Area outside of the Shared Parking Period.

2. No Obstruction. Neither party will obstruct or restrict the other in any manner from gaining access to or using any portion of the Shared Parking Area during the Shared Parking Period and no changes may be made by Upward Community to the Shared Parking Area without the prior written approval of Chesed Chicago, which approval shall not be unreasonably withheld.

3. Maintenance. The Shared Parking Area shall be reasonably maintained by Chesed Chicago in a serviceable and neat manner.

4. Term. This Agreement shall remain in effect until terminated by the recording of a writing signed by each of the parties hereto (or their successors in interest) expressly terminating the rights and obligations created by this Agreement; provided, however, that no such termination shall occur unless and until not less than 30 days advance notice shall have been delivered, in writing and by certified mail, return receipt requested, to the Village Manager of the Village of Lincolnwood at the following address: 6900 North Lincoln Avenue, Lincolnwood, IL 60712. In the event the 7120 Ridgeway Closing does not occur, this agreement shall be deemed automatically terminated and of no further effect.

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5. Indemnity and Public Liability. Upward Community shall indemnify and hold harmless Chesed Chicago from all injury, loss, claims or damage to any person or property directly attributable to Upward Community's use of the Shared Parking Area, unless caused by the gross negligence of Chesed Chicago, its employees, agents, licensees, or contractors.

6. Insurance. During the term of this Agreement, and so long as the rights of use and access under this Agreement continue, (i) Upward Community will carry general liability insurance, in the amount of \$1M per occurrence and \$2M in the aggregate, and (ii) Chesed Chicago will carry general liability insurance, in the amount of \$1M per occurrence and \$2M in the aggregate. Each such insurance policy shall also name the other party to this Agreement as an additional. Notwithstanding anything to the contrary contained herein, Upward Community and Chesed Chicago each waives any claim it might have against the other for any damage to or theft, destruction, loss, or loss of use of any property, to the extent the same is insured under so called "all-risk" casualty insurance or its equivalent. The failure of either party to insure its property shall not void this waiver, and each party shall cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the other party.

7. Covenant to Run with the Land; Successors and Assigns. The rights and obligations conferred and/or imposed by this Agreement shall constitute covenants running with the land, and shall inure to the benefit of, and shall be binding upon, the parties and their successors in interest. These covenants shall run with the land until this Agreement is terminated pursuant to Section 4 above or for so long as the use of the Neighboring Premises requires access

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to and use of the 8 parking spaces in order to be compliant with applicable zoning laws, whichever is earlier, provided that notice is delivered to the Village of Lincolnwood as provided in Section 4 above.

8. Fees. Upward Community shall be responsible for all reasonable, out-of-pocket fees arising from the recording of this Agreement and any reasonable, out-of-pocket related costs, which, for the avoidance of doubt, shall not include any attorney's fees incurred by Chesed Chicago in connection with this Agreement.

9. Notices. All notices, consents, waivers, and other communications under this Agreement must be in writing and shall be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by electronic mail, if followed by an affirmative reply by email by the intended recipient that such email was received (which reply such intended recipient shall be obligated to provide), or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate recipients and addresses set forth below.

Chesed Chicago:

7045 North Ridgeway Avenue

Lincolnwood, Illinois 60712

Attn: Dave Gendel

Phone: 312-208-1942

Email: dgendel@chesedchicago.org

Upward Community:

3557 West Peterson Avenue, #122

Chicago, Illinois 60659

Attention: Rachel Karesh

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Phone: 773-478-6000

Email: rkaresh@upwardcommunitychicago.org

With a copy to:

Sidley Austin LLP

One South Dearborn

Chicago, Illinois 60603

Attn: Joseph Schwartz, Esq.

Email: joseph.schwartz@sidley.com

9. Governing Law. This Agreement shall be governed by the laws of the state of Illinois.

[Signature pages follow]

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IN WITNESS WHEREOF, the parties agree to enter into this Shared Parking Agreement on the day and year first above written.

7100 Ridgeway Avenue Realty, LLC

By: [Signature]
Name: DAVID A GENDEL
Its: Development Director

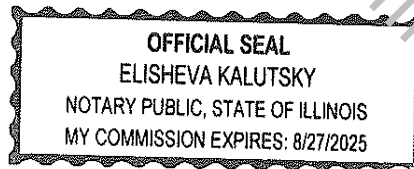
STATE OF Illinois)
) [SS]
COUNTY OF Cook)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that David Gendel, personally known to me (or proved to me on the basis of sufficient evidence) to be the Development Director of 7100 Ridgeway Avenue Realty, LLC, and personally known to me to be the same person whose name is subscribed to the within instrument, appeared before me this day in person, and acknowledged to me that as such Development Director, he/she executed the said instrument pursuant to authority given by the members of such entity, and that he/she executed said instrument as his/her free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes set forth therein.

Given under my hand and official seal this 5th day of April, 2024

[Signature]
Notary Public

Commission Expires 8/27/25



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IN WITNESS WHEREOF, the parties agree to enter into this Shared Parking Agreement on the day and year first above written.

Soulu D/B/A Upward Community

By: Rachel Kaush
Name: Rachel Karesh
Its: Executive Director

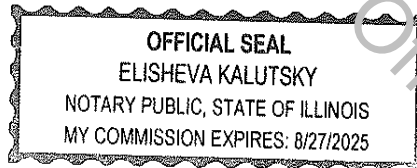
STATE OF Illinois)
) [SS]
COUNTY OF Cook)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that Rachel Karesh personally known to me (or proved to me on the basis of sufficient evidence) to be Executive Director of Soulu D/B/A Upward Community, and personally known to me to be the same person whose name is subscribed to the within instrument, appeared before me this 3rd day in person, and acknowledged to me that as such Executive Director, he/she executed the said instrument pursuant to authority given by the members of such entity, and that he/she executed said instrument as his/her free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes set forth therein.

Given under my hand and official seal this 3rd day of April, 2024

Elisheva Kalutsky
Notary Public

Commission Expires 8/27/25



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EXHIBIT A TO SHARED PARKING AGREEMENT



Shared Parking Area to consist of eight (8) parking spaces located approximately within the striped area of the above image.

LEGAL DESCRIPTION OF THE PROPERTY

Lot 1 (except the North 581 feet as measured at right angles to the East line thereof) and Lot 4 (except the South 409 feet as measured at right angles to the East line thereof) in John R. Wall's Addition to Lincolnwood, being a Resubdivision of part of the West ½ of the West ½ of the Northeast ¼ of the Northwest ¼ of Section 35, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 7100 North Ridgeway Avenue, Lincolnwood, Illinois

P.I.N.: 10-35-104-075-0000