

1986 MAY 16

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1700

(The above space for recorders use only)



STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEPT. OF REVENUE
250.00

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REAL ESTATE TRANSACTION TAX
Cook County
250.00

CA 862-68-07

THIS INDENTURE, made this 16th day of May, 1986, between BANK OF RAVENSWOOD, an Illinois Banking Corporation as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said bank in pursuance of a trust agreement dated the 18th day of December, 1984, and known as Trust Number 25-6836, party of the first part, and Harcon Foods, Inc., an Illinois Corporation, party of the second part.

Address of Grantee(s):
WITNESSETH, that said party of the first part, in consideration of the sum of ten and no/100 (\$10.00) dollars, and other good and valuable considerations in hand paid, does hereby convey and quit claim unto said parties of the second part, the following described real estate, situated in Cook County, Illinois, to-wit:

See Legal Description attached hereto and made a part hereof.

P.I.N. 03-17-302-007-0000
03-17-302-039-0000
03-17-302-033-0000

TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof forever of said party of the second part.

See Covenants, Restrictions and Easements rider attached hereto and made a part hereof.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county given to secure the payment of money and remain ing unreleased at the date of the delivery hereof.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Vice-President and attested by its Trust Officer, the day and year first above written



BANK OF RAVENSWOOD
As Trustee as Aforesaid

By: [Signature] ASSISTANT VICE-PRESIDENT

Attest: [Signature] ASSISTANT TRUST OFFICER
Land

ADDRESS OF PROPERTY:

99 W. RAND RD.

ARLINGTON HEIGHTS, ILL. 6

THE ABOVE ADDRESS IS FOR INFORMATION ONLY AND IS NOT A PART OF THIS DEED THIS DOCUMENT WAS PREPARED AND DRAFTED BY

Eva Higi

BANK OF RAVENSWOOD
1825 WEST LAWRENCE AVENUE
CHICAGO, ILLINOIS 60640

MAIL TO:

NAME RALPH G. SCHEU

ADDRESS 20 No CLARK ST Apt 2300

CITY AND STATE CHICAGO IL 60602

OR RECORDER'S OFFICE BOX NO. 3

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Document Number

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Property of Cook County Clerk's Office

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STATE OF ILLINOIS
COUNTY OF COOK

ss }
I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY
CERTIFY, THAT

John R. Griffith
Vice-President of the BANK OF RAVENSWOOD, and
EVA HIGST

Land Trust Officer of said Bank, personally known to me to be the same persons whose names are sub-
scribed to the foregoing instrument as such, before me this day in person and acknowledged that they intended and
Officer respectively, appeared before me this day in person and acknowledged that they intended and
delivered the instrument as their own free and voluntary act, and as the free and voluntary act of
said Bank, for the uses and purposes therein set forth; and the said Vice-President did also then and
there acknowledge that he, as custodian of the corporate seal of said Bank, did affix the said cor-
porate seal of said Bank to said instrument as his own free and voluntary act, and as the free and
voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 10th day of 1916.

[Signature]
Notary Public

COVENANTS, RESTRICTIONS AND EASEMENTS

Covenants, Restrictions, and Easements being made part of the within described property.

WHEREAS, the Grantor, as part of the retail shopping center it has developed on said property, desires to impose fixed protective provisions, covenants and restrictions on said property which restrictions will run with the land and inure to such property and will apply to and bind the respective successors in interest; and

WHEREAS, all such restrictions are imposed on said property as a mutually equitable servitude in favor of the Grantor as well as the Grantee.

NOW, THEREFORE, in order to establish such plan and effect such desires, the Grantor does hereby declare that the following rights, easements, covenants, burdens, uses and privileges shall and do exist at all times hereinafter among the several owners, purchasers or mortgagees of said parcel of real estate described above in the manner and to the extent herein set forth and that the declarations contained herein shall be binding upon and inure to the benefit of the Grantor herein:

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1. That all common areas used for the parking of motor vehicles including incidental and interior roadways, perimeter sidewalks, walkways, curbs and landscaping within or adjacent to

LEGAL DESCRIPTION

That part of the West 1/2 of the South West 1/4 of Section 17, lying South of the Center line of Rand Road all in Township 42 North, Range 11, East of the Third Principal Meridian, described as follows:

Commencing at a point in the Center of Rand Road that is 1,350 feet Northwest of the intersection of the center of said road with the east line of said West 1/2 of the South West 1/4 of Section 17, said intersection being 936.53 feet North of the South line of said section; thence Southeast along the center line of said Rand Road 421.2 feet to a point that is 928.7 feet Northwest of the intersection with said East line of the West 1/2 of the South West 1/4; thence Southwest 50.0 feet on a line normal to Rand Road to a point of beginning; thence continuing Southwest 230 feet on a line normal to Rand Road to a point; thence Northwest 175 feet along a line parallel to the center line of Rand Road to a point; thence Northeast 230 feet along a line normal to Rand Road to a point; thence Southeast 175 feet along a line parallel with and 50 feet Southwest of the center line of Rand Road to the place of beginning, all in Cook County, Illinois;

areas used for parking motor vehicles together with all improvements which at any time are erected on such shall be subject to non-exclusive use and not exclusively apportioned for the use of any single occupancy and will be improved, operated, and maintained and referred to as "Common Areas". Such areas shall not include buildings, areas or facilities which are constructed and used by the Grantee for its operation as a restaurant facility.

2. No building structures or improvement of any kind will be constructed, installed and maintained above the surface of the ground area except a building that will have a height no greater than that of sixteen feet and a square foot area of 4,300 square feet and will be built within the perimeter of the property being conveyed with a typical Hardee's restaurant building as approved by the Grantor. All buildings, structures, and improvements of any kind shall be constructed in accordance with the architectural drawings and site plan approved by the Village of Arlington Heights.

3. No sign, symbol, or advertisement will be constructed used, maintained, erected, posted, pasted, displayed or permitted on the restaurant facility to be constructed which shall be placed or extend above the parapet wall and no pylon sign shall be placed in a position where it interferes with the shopping center sign to be placed on the shopping center premises by the Grantor. This restriction shall remain as long as the property conveyed herein is a part of the property being operated as a shopping center.

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4. No hedge, fence, wall or other like barrier will be constructed on the line separating this parcel from any other parcel other than the improvements shown on the site plan as approved by the Village of Arlington Heights.

5. No alterations, additions or improvements shall be made to any structure or other improvements, unless the same shall first be approved by the Grantor, which approval shall not be unreasonably withheld, and pursuant to the terms of the applicable ordinances of the Village of Arlington Heights.

6. The Grantor grants to the Grantee the following easements so that the same become reciprocal easements:

a. Nonexclusive easements appurtenant to the party's property for the purpose of parking vehicles of the party; the tenants, concessionaires, or owners of any portion of the party's property; and the customers, licensees, and invitees of the party and the tenants, concessionaires, or sublessees; limited, however, for purposes connected with or incidental to any use being made of any portion of the party's property. The parking area easements are easements on each and all of the one or more portions of the Shopping Center property as is or are improved by any party from time to time for the parking or accommodation of vehicles.

b. Nonexclusive easements appurtenant to the party's property for the purpose of pedestrian traffic of customers, invitees, and licensees of the party; the tenants, concessionaires, or owners of any portion of such party's property; and the customers, officers, employees, licensees, and invitees of the party and the tenants, concessionaires, or owners; limited, however, for purposes connected with or incidental to any use then being made of such party's property. The common area easements are easements on each and all of the one or more portions of the shopping center property (other than the motor vehicle parking areas) as is or are provided or available for general use and the convenience of tenants of the Shopping Center and concessionaires, employees, and customers of the Shopping Center as such portions may be made available and designated from time to time for these purposes by

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any party, as each such portion or portions so made available and designated may from time to time be reduced or increased in size or relocated by any party.

c. Nonexclusive easements appurtenant to the party's property for the purpose of furnishing access and the right of access between the public streets and parking areas and the party's property, including any and all improvements from time to time located on or in the party's property.

d. Nonexclusive easements for the convenience of water, telephone lines, gas, sewage disposal and electricity along specified easement corridors including the maintenance, removal and replacement of said lines.

7. The Grantor or subsequent owners of the Grantor's interest in the shopping center shall maintain all common areas located within the shopping center and shall keep them in good condition, repair, clean and free of rubbish and other hazards to persons using such areas. The Grantee will pay to the Grantor, or its designated agent, as its respective share of each of the costs of maintenance and operation of the common areas, a prorata share of such costs based on the ratio of the square footage of land area on its parcel to the allowable gross square feet in all parcels within the shopping center. Such maintenance shall include the surface of the area and sidewalk levels, the removal of debris, and appropriate parking area entrance, exits, and directional signs, markers and lights, including the cleaning of such lighting fixtures and relamping as needed, the repainting of striping, maintenance of landscaping, cleaning of signs and any other costs such as utility and administrative charges. Payment for such charges to be made by the Grantee upon the

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submission by the Grantor or its agents of bills for the same. Any unpaid charges by the Grantee shall give the Grantor the right to file a lien against the Grantee's parcel. The Grantee shall maintain its own parcel and be liable in connection therewith, but shall maintain the same in accordance with maintenance impositions imposed upon the Grantor above.

8. Each and all of the covenants and rights granted or created here inure to the benefit of the parties and their respective successors and assigns and any subsequent grantee by taking title to the property described above shall be deemed to and have agreed to do so subject to the duties, rights and obligations hereunder and shall operate as covenants running with the land for the benefit of the Grantor.

9. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Agreement or any provision hereof, the losing party or parties shall pay the attorneys fees of the prevailing party or parties in such amount as may be fixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

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LAWRENCE B. ORDOWER, being duly sworn on oath, states that he resides at 20 North Clark Street, Chicago, Illinois 60602. That the attached deed is not in violation on Paragraph 1 of Chapter 109 of the Illinois Revised Statutes for one of the following reasons:

- A. Said Act is not applicable as the grantors own no adjoining property to the premises described in said deed.
- OR-
- B. The conveyance falls in one of the following exemptions enumerated in said Paragraph 1:
 1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
 2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
 3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
 4. The conveyance of parcels of land or interest therein for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
 5. The conveyances of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
 6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
 7. Conveyances made to correct descriptions in prior conveyances;
 8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access;
 9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by a registered surveyor, provided, however, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973.

CIRCLE NUMBER AND/OR LETTER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

Affiant further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

SUBSCRIBED and SWORN to before me this 20th day of May, 1986

James P. O'Connell
Notary Public

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