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Tax Nos. 03-17-302-003, 03-17-302-004,
03-17-302-005, 03-17-302-033,
03-17-302-034, 03-17-302-007,
03-17-302-008, 03-17-302-009,
03-17-302-010, 03-17-302-011,
03-17-302-012, 03-17-302-013,
03-17-302-015, 03-17-302-035,
03-17-302-036

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AGREEMENT OF EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AGREEMENT made this 21st day of July, 1986 between BANK OF RAVENSWOOD, an Illinois Banking Corporation, not personally but solely as trustee pursuant to Trust Agreement dated December 18, 1984 and known as Trust Number 25-6836 ("Trust"), and HARCON FOODS, INC., an Illinois corporation ("Harcon");

R E C I T A L S:

A. Prior to May 16, 1986 Trust was the owner of the land legally described as follows:

That part of the West Half of the Southwest Quarter of Section 17, lying South of the centerline of Rand Road and that part of the East Half of the Southeast Quarter of Section 18, lying South of the centerline of Rand Road, all in Township 42 North, Range 11, East of the Third Principal Meridian, described as follows: Beginning at a point in the center of Rand Road that is 1350 feet Northwesterly of the intersection of the center of said road with the East line of the said West Half of the Southwest Quarter of Section 17, said intersection being 936.53 feet North of the South line of said Section; thence Southeasterly along the centerline of said Rand Road 900 feet to a point that is 450 feet Northwesterly of the intersection with said East line of the West Half of the Southwest Quarter; thence Southwesterly 615.58 feet on a line to a point in a line that is 775 feet North of and parallel to the South line and 748.34 feet West of East line of said West Half of Southwest Quarter; thence West 125.35 feet along last said line to a line that is 443.40 feet East of the West line of said West Half of the Southwest Quarter; thence North 125.00 feet along last said line to a line 900 feet North of and parallel to the South line of said Southwest Quarter; thence West 534.23 feet along last said line to a line that is normal to the centerline of Rand Road and 1025 feet Northwesterly of the East line of the West Half of said Southwest Quarter, as measured along the centerline of Rand Road; thence Northeast 365.44 feet along last said line to a line that is 600 feet Southwesterly and parallel to the centerline of said Rand Road; thence Northwesterly 325 feet along last said line to a line normal to Rand Road, a distance

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of 1,350 feet Northwesterly of the intersection of the centerline of said line of said road with the East line of said West Half of the Southwest Quarter; thence Northeasterly 600 feet along last said line to the place of beginning (excepting therefrom the Northeast 50 feet taken for Rand Road), in Cook County, Illinois ("Entire Parcel").

B. By Trustee's Deed dated May 16, 1986, recorded in the office of the Recorder of Deeds of Cook County, Illinois ("Recorder's Office") as Document No. 86203430 ("Deed"), Trust conveyed to Harcon that part of Entire Parcel legally described as follows:

That part of the West Half of Section 17, lying South of the centerline 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 centerline of Rand Road that is 1,350 feet Northwesterly of the intersection of the centerline of said road with the East line of the said West Half of the Southwest Quarter of Section 17, said intersection being 936.53 feet North of the South line of said Section; thence Southeasterly along the centerline of said Rand Road 421.3 feet to a point that is 928.7 feet Northwesterly of the intersection with said East line of the West Half of the Southwest Quarter; thence Southwesterly 50.0 feet on a line normal to Rand Road to a point of beginning, thence continuing Southwesterly 230 feet on a line normal to Rand Road to a point; thence Northwestely 175 feet along a line parallel to a centerline of Rand Road to a point; thence Northeasterly 230 feet along a line normal to Rand Road to a point; thence Southeasterly 175 feet along a line parallel with and 50 feet Southwesterly of the centerline of Rand Road to the place of beginning, in Cook County, Illinois ("Harcon Parcel");

which Harcon intends to improve with a one-story so-called "Fast Food" restaurant building containing four thousand three hundred (4,300) square feet of floor area.

C. By reason of the execution, delivery and recording of Deed, Trust is the owner of that part of Entire Parcel legally described as follows:

That part of the West Half of the Southwest Quarter of Section 17, lying South of the centerline of Rand Road and that part of the East Half of the Southeast Quarter of Section 18, lying South of the centerline of Rand Road, all in Township 42 North, Range 11, East of the Third Principal Meridian, described as follows: Beginning at a point in the center of Rand Road that is 1350 feet Northwesterly of the intersection of the center of said road with the East line of the said West Half of the Southwest Quarter of Section 17, said intersection being 936.53 feet North of the South line of said Section; thence Southeasterly along the centerline of said Rand Road 900 feet to a point that is 450 feet Northwesterly

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of the intersection with said East line of the West Half of the Southwest Quarter; thence Southwesterly 615.58 feet on a line to a point in a line that is 775 feet North of and parallel to the South line and 748.34 feet West of East line of said West Half of Southwest Quarter; thence West 125.35 feet along last said line to a line that is 443.40 feet East of the West line of said West Half of the Southwest Quarter; thence North 125.00 feet along last said line to a line 900 feet North of and parallel to the South line of said Southwest Quarter; thence West 534.23 feet along last said line to a line that is normal to the centerline of Rand Road and 1025 feet Northwesterly of the East line of the West Half of said Southwest Quarter, as measured along the centerline of Rand Road; thence Northeast 365.44 feet along last said line to a line that is 600 feet Southwesterly and parallel to the centerline of said Rand Road; thence Northwesterly 325 feet along last said line to a line normal to Rand Road, a distance of 1,350 feet Northwesterly of the intersection of the centerline of said line of said road with the East line of said West Half of the Southwest Quarter; thence Northeasterly 600 feet along last said line to the place of beginning (excepting therefrom the Northeast 50 feet taken for Rand Road), and excepting therefrom the following outlot: That part of the West Half of Section 17, lying South of the centerline 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 centerline of Rand Road that is 1,350 feet Northwesterly of the intersection of the centerline of said road with the East line of the said West Half of the Southwest Quarter of Section 17, said intersection being 936.53 feet North of the South line of said Section; thence Southeasterly along the centerline of said Rand Road 421.3 feet to a point that is 928.7 feet Northwesterly of the intersection with said East line of the West Half of the Southwest Quarter; thence Southwesterly 50.0 feet on a line normal to Rand Road to a point of beginning, thence continuing Southwesterly 230 feet on a line normal to Rand Road to a point; thence Northwesterly 175 feet along a line parallel to a centerline of Rand Road to a point; thence Northeasterly 230 feet along a line normal to Rand Road to a point; thence Southeasterly 175 feet along a line parallel with and 50 feet Southwesterly of the centerline of Rand Road to the place of beginning, all in Cook County, Illinois ("Trust Parcel");

which is improved with a shopping center building containing _____ (142,125) square feet of floor area ("Shopping Center Building").

D. Attached to Deed are certain covenants, restrictions and easements relative to the use of certain common areas situated within the boundaries of Entire Parcel for pedestrian sidewalks and walkways, parking of motor vehicles, interior roadways, curbs,

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driveways to and from public roads and landscaping and imposing certain restrictions on building area and the construction of signs and fences and other like barriers ("Covenants and Restrictions").

E. To provide for the orderly and uniform ownership, management and operation of Entire Parcel, Shopping Center Building and all other buildings and improvements to be constructed on Entire Parcel (collectively "Arlington Annex Shopping Center"), Trust and Harcon deem it to be to their respective best interests and to the best interests of all future owners ("Future Owners") of any part or all of Arlington Annex Shopping Center (Trust, Harcon and Future Owners collectively "Owners" and singularly "Owner") and the respective tenants, guests, customers, employees, concessionaires and invitees of Owners, to amend Covenants and Restrictions and, in lieu of the execution and delivery of an amendment thereto, to restate the terms and conditions thereof, so that at all times hereafter Owners and their respective tenants, guests, customers, employees, concessionaires and invitees may enjoy the benefits of and hold their respective interests in Arlington Annex Shopping Center subject to the rights, easements, burdens and restrictions hereafter set forth, which are established for the purpose of enhancing the value, economic desirability and utilization of Arlington Annex Shopping Center.

NOW, THEREFORE, to carry out the purposes and intents set forth in Recital E. above and for the purposes hereafter set forth, Trust, as the present owner of Trust Parcel and Shopping Center Building, and Harcon, as the present owner of Harcon Parcel, DO HEREBY:

1. Agree that concurrently with the recording hereof in Recorder's Office, this Agreement shall supersede Covenants and Restrictions in every respect.

2. Grant, declare and establish the following easements (collectively "Easements"), covenants, conditions and restrictions:

- (a) Roadway Easement: A non-exclusive easement for vehicular traffic over, across and upon that part of Entire Parcel which is or may hereafter be improved with driveways and on-site vehicle lanes (collectively "Access Roads", providing ingress and egress to and from Road Road ("Roadway Easement").
- (b) Parking Easement: A non-exclusive easement ("Parking Easement") for the parking of motor vehicles over, across and upon that part of Entire Parcel which is or may hereafter be improved with parking areas ("collectively Parking Area").
- (c) Walkway Easement: A non-exclusive easement for pedestrian walkways ("Walkways") over, across and upon that part of Entire Parcel which is or may hereafter be improved with Walkways necessary and required for the proper utilization of Roadway Easement and Parking Easement ("Walkway Easement").

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- (d) Utility Easement: A non-exclusive easement over, across and under that part of Entire Parcel presently improved and which may hereafter be improved with underground electrical, gas, telephone and other utility lines and services, water mains, sanitary sewers and storm sewers ("Utility Lines"), surface storm water detention areas ("Detention Areas") and Parking Area ("Utility Easement").
- (e) Repair Easement: A non-exclusive easement across, through and under Arlington Annex Shopping Center for the purpose of providing services, labor and material reasonably necessary and required to maintain and repair Access Roads, Parking Area, Walkways, Utility Lines and Detention Areas ("Repair Easement").

3. Agree that with the consent of the appropriate utility company and all governmental authorities having jurisdiction thereover, an Owner shall have the right, from time to time, to relocate Utility Lines servicing that part of Entire Parcel owned by such Owner; PROVIDED, HOWEVER, that in all events:

- (a) the relocated Utility Lines shall be placed underground and shall be maintained in such a manner as to minimize interference with the use of Access Roads, Parking Area, Walkways, Utility Lines and Detention Areas (collectively "Common Area");
- (b) the total cost of such relocation shall be borne entirely by the Owner desiring to relocate Utility Lines;
- (c) the Owner desiring to relocate Utility Lines shall exercise its right to relocate in such a manner as to minimize interference with the use by other Owners of that part of Arlington Annex Shopping Center upon which relocated Utility Lines shall be situated; and
- (d) all costs incurred in the repair, replacement or restoration of any part of Arlington Annex Shopping Center, including, but not limited to, Common Area, or other improvements necessitated by reason of the relocation of Utility Lines, shall be the sole responsibility of the Owner relocating Utility Lines.

4. Agree that each Owner shall maintain those parts of Entire Parcel owned by them in conformity with the terms and conditions of Onsite Utility and Roadway Agreement made by Trust and the VILLAGE OF ARLINGTON HEIGHTS, ILLINOIS ("Village"), recorded in Recorder's Office as Document No. 85208638, Arlington Annex-Harcon Foods, Inc. Onsite Utility and Roadway Agreement, recorded in Recorder's Office as Document No. _____, and Agreement Concerning Public Sidewalk Located on Private Property, recorded in Recorder's Office as Document No. 86200217; PROVIDED, HOWEVER, that:

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- (a) all costs of management, operation, repair and maintenance of Harcon Parcel and Trust Parcel (including those parts of Utility Lines exclusively servicing Harcon Parcel and Trust Parcel, whether or not the same are situated thereon) shall be paid by Owners, respectively;
- (b) all costs of management, operation, repair and maintenance of Common Area incurred by Trust (including lighting) shall be borne by Owners in the ratio that the number of square feet of floor area in the buildings situated on those parts of Entire Parcel owned by them bears to the total number of square feet of floor area in all buildings situated on Entire Parcel;
- (c) in the exercise of Repair Easement, Owners shall minimize any interference with the use of that part of Arlington Annex Shopping Center upon which Utility Lines are situated; and
- (d) any damage to Arlington Annex Shopping Center, including, but not limited to, Common Area, resulting by reason of the exercise of Repair Easement, shall be the sole responsibility of the Owner exercising Repair Easement and such Owner shall repair or restore the same to the condition existing prior to such repair or maintenance.

5. Agree that in the event Utility Lines, booster pumps, services or other facilities are installed across, through or under a part of Entire Parcel, with the consent of the respective Owner thereof, which are intended to service more than one (1) part of Entire Parcel ("Common Facilities"), the cost of repair and maintenance thereof shall be borne by the Owners of those parts of Entire Parcel having the benefit of Common Facilities, which costs shall be allocated proportionately among such Owners based upon the ratio that the number of gross square feet of the buildings situated on those parts of Entire Parcel owned by them bears to the total number of gross square feet situated within all buildings having such benefit; PROVIDED, HOWEVER, that in the event repair or maintenance of Common Facilities is necessitated due to the negligence or criminal act of less than all Owners having the benefit of Common Facilities, the costs of such repair or maintenance shall be allocated proportionately among the Owners whose negligence or criminal acts necessitated the repair or maintenance, based upon their respective degree of fault.

Any Owner having the benefit of Common Facilities shall have the right to exercise Repair Easement, upon ten (10) days' prior written notice to the other Owners having the benefit of Common Facilities ("Repair Notice"), and in the event that such other Owners, or any one (1) of them, shall not concur in the necessity of such repairs, such Owners may, by written notice to the Owner requiring such repairs, served with five (5) days following receipt of Repair Notice, submit such repair dispute to "Arbitration" (hereafter defined); PROVIDED, HOWEVER, that if such repairs are:

- (a) of an emergency nature, the Owner requiring the same may proceed to cause such repairs to be

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completed, in which event the responsibility of the other Owners to share in the cost thereof shall be determined by Arbitration; or

- (b) required solely by reason of the act or neglect of an Owner, such Owner shall be solely responsible for all costs of such repairs.

6. Agree that notwithstanding Easements, an Owner shall not, without the prior approval of Trust (which approval will not be arbitrarily, capriciously or unreasonably withheld):

- (a) attach any awning or other projection to the outside walls of the improvements situated on that part of Entire Parcel owned by it;
- (b) load or unload any goods except in the areas and through the entrances designated for such purposes; and
- (c) conduct any auction, fire, bankruptcy or "selling-out" sale in or about Arlington Annex Shopping Center.

The restrictions set forth above shall be specifically for the benefit of all Owners of Arlington Annex Shopping Center, shall be made a part of each lease of space therefor and shall be uniformly and vigorously enforced by Owners as to each occupancy tenant of the improvements situated on that part of Entire Parcel owned by them; PROVIDED, HOWEVER, that the failure of any Owner to enforce the same shall not give any other Owner the right to terminate this Agreement.

7. Agree that Trust and Harcon for their respective benefits and for the mutual benefit of all Owners and their respective tenants, guests, customers, employees, concessionaires and invitees, shall, at their sole cost and expense, keep and maintain that part of Common Area situated on their respective parts of Entire Parcel in good repair, reasonably free from snow, ice, rubbish and debris.

8. Agree that each Owner shall, at its sole cost and expense, keep that part of Entire Parcel owned by it well lighted during such hours of darkness as normal business of the business establishments situated in Arlington Annex Shopping Center remain open for business and for a period of at least thirty (30) minutes following the close thereof.

9. Agree that all costs incurred in the management, maintenance and operation of that part of Common Area situated on their respective parts of Entire Parcel shall be advanced by Trust and Harcon, respectively.

10. Agree that each Owner shall pay all real estate taxes which may establish a lien on that part of Entire Parcel owned by it, prior to the dates upon which interest and penalties thereon shall accrue.

11. Agree that:

- (a) no building or structure shall be constructed on Harcon Parcel which contains in excess of four thousand three hundred (4,300) square feet of floor area or is more than sixteen (16) feet in height and:
- (i) said building shall be constructed in accordance with architecturally prepared plans and specifications approved by Village and all laws, statutes, ordinances, rules and regulations of any governmental authority having jurisdiction over Arlington Annex Shopping Center and shall not be altered nor shall any addition be made thereto and no additional improvements shall be constructed on Harcon Parcel without the prior written approval of Trust (which approval shall not be unreasonably withheld or delayed);
 - (ii) no sign, symbol or advertisement will be constructed, used, maintained, erected, posted, pasted, displayed or permitted on said building which shall be placed or extend above the parapet wall and no pylon sign shall be placed in a position where the same interferes with the sign advertising Arlington Annex Shopping Center, to be placed on Trust Parcel by Trust, so long as Entire Parcel is being operated as a shopping center development; and
 - (iii) no hedge, fence, wall or other like barrier will be constructed on the boundary line of Trust Parcel and Harcon Parcel;
- (b) no radio, television, aerial or other similar device will be installed on the roof or exterior walls of the improvements situated on Harcon Parcel;
- (c) no loudspeaker, television, phonograph, radio or other sound-producing device will be used on Harcon Parcel which will emanate sound outside the improvements situated thereon; and

12. Agree that Owners shall procure and maintain public liability and property damage insurance insuring those parts of Entire Parcel owned by them and the improvements situated thereon in combined single limits of not less than ONE MILLION DOLLARS (\$1,000,000.00). Each policy of insurance maintained by Owners shall:

- (a) provide that the same may not be cancelled or modified without ten (10) days' prior written notice to such other Owners; and
- (b) be increased to the general level of coverage usually and customarily maintained by owners of similar properties;

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and certificates of insurance shall be delivered to such other Owners within fifteen (15) days following receipt by an Owner of its initial policy and thereafter at least fifteen (15) days prior to the expiration of any existing policy of insurance.

13. Agree that each Owner shall indemnify and hold all other Owners, any land trust holding title to any part of Arlington Annex Shopping Center and its beneficiary harmless of, from and against any liability from loss, damage or injury to persons or property which shall occur upon that part of Entire Parcel owned by it or which shall arise by reason of the act or neglect of an Owner, its agents and employees or any tenant of that part of Entire Parcel owned by it and in the event that:

- (a) a claim shall be asserted against an Owner as a result of any occurrence upon that part of Arlington Annex Shopping Center not owned by such Owner ("Claim"), the Owner upon whom Claim is made shall promptly notify the Owner of that part of Arlington Annex Shopping Center upon which such occurrence shall have occurred of the existence of Claim and such Owner shall immediately notify its insurance carrier and, at its sole cost and expense, undertake the defense of Claim and, if such defense be unsuccessful, the Owner of that part of Arlington Annex Shopping Center upon which such occurrence shall have occurred shall pay any and all damages as may be awarded as a result of Claim; and
- (b) the amount of Claim shall be in excess of the limits of the public liability insurance policy maintained by the Owner of that part of Arlington Annex Shopping Center upon which such occurrence shall have occurred, the defense of Claim shall be undertaken by counsel selected by such Owner, with the prior written approval of the Owner against whom or which Claim was originally made (which approval shall not be unreasonably withheld).

The obligations of Owners herein contained shall continue only so long as such Owners shall own parts of Entire Parcel; PROVIDED, HOWEVER, that Owners shall require the purchasers of those parts of Entire Parcel owned by them to assume such obligations during such purchaser's period of ownership thereof.

14. Agree that each Owner, its tenants and occupants release the other Owners from any liability as a result of any loss or damage which is insured by the standard form of fire and extended coverage insurance available in the State of Illinois ("Standard Insurance"). In the event that any Owner elects to "self-insure" and shall fail to maintain fire insurance coverage equivalent to coverage afforded by Standard Insurance, then, and in such event, such release shall be effective only to the extent of the loss which would have been insured by Standard Insurance. The provisions hereof shall remain in effect only so long as Owners are capable of maintaining Standard Insurance, permitting a waiver of subrogation in advance of loss without additional premium, and in

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the event such waiver of subrogation shall require the payment of an additional premium therefor ("Additional Premium"):

- (a) the Owner procuring the same shall notify the other Owners of Additional Premium, in writing, and such other Owners shall equitably contribute to the same ("Additional Premium Payment"); and
- (b) Additional Premium Payment shall be paid by such other Owners within ten (10) days following receipt of notice of Additional Premium from the Owner procuring Standard Insurance and in the event that:
 - (i) Additional Premium Payment is not forthcoming from such other Owners within such time, the release specified herein shall be null and void; and
 - (ii) any dispute shall arise with respect to the payment of Additional Premium Payment, the same shall be submitted to Arbitration.

15. Agree that in the event of the condemnation, in whole or in part, of any part of Arlington Annex Shopping Center, any award paid therefor shall, subject to the rights of any mortgagee of the Owner of that part of Arlington Annex Shopping Center which is the subject of condemnation, be and become the property of such Owner; PROVIDED, HOWEVER, that:

- (a) in the event such condemnation deprives the other Owners of any one (1) or more Easements, such other Owners shall have the right to file a separate claim in such condemnation proceedings for damages to those parts of Entire Parcel owned by them and for any loss sustained as a result of such condemnation; and
- (b) in no event shall the award for the condemnation of any part or all of Easements, in any way, diminish the award otherwise payable to an Owner by reason of such condemnation for the value of that part of Entire Parcel owned by it and any improvements situated thereon.

16. Agree that in the event of any condemnation or casualty affecting all or any part of Arlington Annex Shopping Center, the Owner of that part thereof so damaged or taken shall either repair and restore the same so that such damaged or taken part of Arlington Annex Shopping Center is suitable for the types of use permitted hereunder or shall raze the damaged improvements and cause that part of Entire Parcel owned by it to be landscaped, paved or otherwise placed in a clean, sightly and dust-free condition, which is not detrimental to the remainder of Arlington Annex Shopping Center; PROVIDED, HOWEVER, that this Agreement shall remain in full force and effect with respect to that part of Entire Parcel and the improvements situated thereon owned by such Owner.

17. Agree that this Agreement shall continue in full force and effect so long as improvements are situated on Entire Parcel

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and may not otherwise be terminated or modified without the prior written consent of all Owners and their respective mortgagees.

18. Agree that Easements and the restrictions and covenants contained herein (collectively "Obligations") shall:

- (a) run with and against Arlington Annex Shopping Center and shall be binding upon the Owner making or assuming such Obligations, its heirs, administrators, successors, grantees, assigns and legal representatives, and shall inure to the benefit of all Owners, their respective mortgagees, heirs, administrators, successors, grantees, assigns and legal representatives;
- (b) except to the extent, if any, otherwise specifically provided herein, be a charge and burden on Arlington Annex Shopping Center; and
- (c) shall be deemed to be easements, restrictions and covenants running with the land.

Any transferee of any part of Entire Parcel shall automatically be deemed, by acceptance of title thereto, to have assumed Obligations relating thereto and to have agreed with the then Owner or Owners of all other parts of Entire Parcel to execute any and all instruments and perform any and all acts and deeds reasonably required to carry out the intention of this Agreement. Anything herein contained to the contrary, notwithstanding, if any Owner shall expressly condition the transfer of its interest in any part or all of Arlington Annex Shopping Center on the assumption of Obligations by its transferee, such Owner shall, upon completion of such transfer, be relieved of all further liability pursuant hereto, with the exception of such liability as may have arisen during its period of ownership of that part of Entire Parcel so conveyed and which remains unsatisfied.

19. Agree that in the event an Owner shall violate any Easement, restriction or covenant herein contained and such violation shall not be capable of being cured by the payment of money or by performance of such violation by any Owner aggrieved thereby, on behalf of and at the expense of the Owner so in default, then and in such event, the Owner aggrieved by such violation may institute appropriate legal proceedings for the purpose of having the continuance of such violation enjoined and shall have the right to take any other action available to it, at law or in equity, for damages resulting therefrom. As a condition precedent to the institution of such action, such Owner shall, by written notice to the Owner so in default, afford to such Owner the right to cure such violation within ten (10) days following receipt of such written notice and in the event such violation cannot be reasonably cured by Owner so in default within said period, then and in such event, such defaulting Owner shall be afforded such additional period of time as may be reasonably necessary to cure the same; PROVIDED, HOWEVER, that such Owner shall initiate and continually pursue a course of conduct which is reasonable and necessary to cure such violation within the aforesaid period.

20. Agree that in the event an Owner shall violate any Easement, restriction or covenant herein contained and such violation

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shall be capable of being cured by the payment of money or shall be capable of being performed by any other Owner aggrieved thereby, on behalf of Owner causing such violation, then and in such event, the aggrieved Owner shall give to the Owner causing such violation written notice of such violation and if the defaulting Owner shall fail to cure the same within ten (10) days following receipt of such notice or, if such violation shall not be capable of being cured within the aforesaid ten (10) day period, the Owner causing the same shall fail to commence to cure such violation within said period and shall thereafter fail to cure such violation with due diligence, then and in such event, the aggrieved Owner shall have the right to make such payment of money, on behalf of the Owner causing such violation, or cause such obligation to be performed on behalf of the Owner who shall have failed to perform the same and such sum so paid or the cost to the aggrieved Owner by reason of the performance of such obligation shall be paid to the aggrieved Owner upon receipt by the defaulting Owner of invoices therefor. In the event that any Owner shall, in accordance herewith, expend funds on behalf of any other Owner, the Owner so expending such funds shall have a lien on that part of Arlington Annex Shopping Center owned by the defaulting Owner, to secure payment to the Owner expending such funds of all costs and expenses incurred by it (including reasonable attorneys' fees) in connection with the curing of the violation of the defaulting Owner, which lien shall be deemed perfected upon the expenditure of any such funds by the Owner curing such default. Such lien may be foreclosed judicially or by advertisement by the Owner who shall have incurred such expense, in the manner provided for the foreclosure of mortgages containing a power of sale. The rights granted pursuant hereto shall not be the exclusive remedy of the aggrieved Owner but shall be in addition to all rights and remedies in law or in equity. Any lien established by or resulting by reason of this Agreement shall be and the same hereby is subordinate and inferior to the lien of any first mortgage hereafter placed on Arlington Annex Shopping Center, or any part thereof; PROVIDED, HOWEVER, that the easements, restrictions and covenants contained herein shall not be deemed to be liens for the purpose of this Paragraph 20.

21. Agree that no delay or omission by an Owner in the exercise of any right accruing upon any violation of an Easement, restriction or covenant herein contained by any other Owner shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such violation. A waiver by any Owner of a violation of any Easement, restriction or covenant herein contained by any other Owner shall not be construed to be a waiver of any subsequent violation of the same or any other Easement, restriction or covenant herein contained.

22. Agree that notwithstanding the establishment of Easements, this Agreement shall not establish any rights to the general public and shall be for the sole and exclusive benefit of Owners and those persons entitled to the use of Common Area and Common Facilities and providing services, labor and material reasonably necessary and required to repair and maintain the same, in accordance with the terms and conditions hereof. Owners shall have the right to temporarily close Common Area located on those parts of Entire Parcel owned by them, as may be necessary to prevent the accrual of rights to the general public or to other per-

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sons not authorized by the terms and conditions herein set forth to use Common Area and Common Facilities.

23. Agree that all questions, differences, disputes or controversies arising between Owners pursuant hereto shall be settled by arbitration in accordance with the then existing rules or the American Arbitration Association ("Arbitration"). Arbitration shall be conducted at the request of any Owner by three (3) arbitrators (unless Owners unanimously agree to one [1] arbitrator), designated as follows: The Owner or Owners requesting the arbitration shall designate, in writing within fifteen (15) days of such request, the name of an arbitrator who is a member of the American Arbitration Association and knowledgeable in the issues being arbitrated, and the Owner or Owners wishing to take part in the arbitration proceedings adverse to the Owner or Owners requesting Arbitration shall make a similar designation within fifteen (15) days following the designation of the first (1st) arbitrator. Within fifteen (15) days following the designation of the second arbitrator, as aforesaid, the two (2) arbitrators shall select and designate a third (3rd) arbitrator; PROVIDED, HOWEVER, that in the event the two (2) arbitrators designated are unable to agree on a third (3rd) arbitrator, such third arbitrator shall be designated by the American Arbitration Association within fifteen (15) days following the expiration of the time period afforded to the two (2) arbitrators. The arbitrators designated and acting pursuant hereto shall not be affiliated in any way with any Owner requesting or contesting such arbitration and shall make their award in strict conformity with the rules and regulations of the American Arbitration Association, having no power to depart from or change any of the provisions thereof. Any such award shall be binding upon Owners and enforceable by any court of competent jurisdiction. The expenses of Arbitration conducted pursuant hereto shall be borne equally by the Owners to Arbitration or as the arbitrators may determine. Arbitration proceedings conducted by reason hereof shall be conducted in the City of Chicago, Illinois and in determining any question, matter or dispute before them, the arbitrators shall apply the provisions of this Agreement, without varying therefrom in any respect, and said arbitrators shall not have the power to add to, modify or change any of the provisions hereof. Owner submitting the dispute to Arbitration shall use its best efforts to cause the arbitrators to arrive at a speedy and timely resolution thereof.

24. Agree that this Declaration shall be binding upon and shall inure to the benefit of Owners, their respective heirs, executors, administrators, beneficiaries, successors, assigns, grantees and legal representatives. In the event that Arlington Annex Shopping Center remains vested in any one (1) person or entity or, at any time in the future after conveyance by Trust or Harcon, becomes vested in any single person or entity, the Easements, covenants and restrictions contained herein shall not merge by operation of law but shall remain fully binding upon such Owner for the benefit of all Owners entitled to enforce such Easements, covenants and restrictions.

25. Agree that this Agreement may be amended, modified or terminated at any time only by a written amendment executed and acknowledged by Owners and duly recorded in Recorder's Office or in such other office which may, from time to time, by law be charged with the duty of maintaining the public records of Cook County, Illinois.

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26. Agree that whenever notice is required to be given pursuant hereto, such notice shall be sufficient if in writing and mailed by United States certified or registered mail, postage prepaid, return receipt requested, to an Owner at the address to which the real estate tax bills for that part of Arlington Annex Shopping Center owned by such Owner are mailed, or to such other address as shall be set forth in a written notice from any Owner to all Owners.

27. Agree that in the event any Easements, restrictions or covenants contained herein shall be deemed invalid by judgment, court order or otherwise, such invalidity shall, in no way, affect any of the other Easements, restrictions or covenants contained herein, which Easements, restrictions and covenants shall remain in full force and effect.

28. Agree that this Agreement has been prepared in accordance with the laws of the State of Illinois and shall be governed pursuant thereto. In every respect and every part hereof shall, in all instances, be construed in whole according to its fair meaning and intent, and no rule of strict construction shall be applicable to any part hereof at any time. Except where the context does not permit, any successor in interest of any Owner shall be included (whether expressly named or not) in every reference to this instrument to such Owner, as fully as though expressly named, which party shall have the benefit of and shall be bound by all of the terms and conditions hereof.

29. Agree that in every instance where the approval of an Owner is required, such Owner agrees to deliver its approval or disapproval within thirty (30) days following receipt of written request therefor. In the event that an Owner takes no action with respect to such request within such thirty (30) day period, it shall be conclusively presumed that such Owner has given the approval so requested.

30. Agree that nothing contained herein shall be construed to make Owners partners or joint venturers or to render any Owner liable for the debts or obligations of any other Owner, except as may be expressly provided herein.

31. Agree that this Agreement shall not be construed more strictly against Harcon than against Trust and Future Owners merely by virtue of the fact that the same has been prepared at the direction of Harcon.

32. Agree that the terms, covenants, conditions, Easements, rights, powers and privileges specified herein are for the benefit of Owners, their respective heirs, executors, administrators, beneficiaries, successors, assigns, grantees and legal representatives, and no other person, firm or corporation shall have a right thereto or to enforce the provisions thereof.

This Agreement is executed by Trust, not personally but solely as Trustee aforesaid, and it is expressly understood and agreed that, anything contained herein to the contrary notwithstanding, Trust, personally, does not obligate itself hereunder to the performance of any of the terms, covenants, conditions and agreements contained herein, it being specifically understood that Trust has affixed its signature hereto as Trustee aforesaid pursuant to

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direction and on behalf of its beneficiary or beneficiaries, without any intention of binding Trust in its individual capacity.

IN WITNESS WHEREOF, Trust and Harcon have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

BANK OF RAVENSWOOD, not personally but solely as Trustee aforesaid

By Loretta A. Lelis
Title: Asst. VICE PRESIDENT

ATTEST:

Eva Hig
Title: LAND TRUST OFFICER

HARCON FOODS, INC., an Illinois corporation

By Barry B. Deen
Title: PRESIDENT

ATTEST:

Steph J. Deen
Title: _____
NOTARY PUBLIC, ILLINOIS
STATE RECORD

STATE OF ILLINOIS)
)SS
COUNTY OF C O O K)

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I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Loretta A. Lelis, personally known to me to be the Asst. VICE PRESIDENT of BANK OF RAVENSWOOD, and EVA HIG, personally known to me to be the LAND TRUST OFFICER thereof, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst. VICE PRESIDENT and LAND TRUST OFFICER, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts and as the free and voluntary act of said Bank for the uses and purposes therein set forth; and the said LAND TRUST OFFICER also then and there acknowledge that, as custodian of the corporate seal of said Bank, she affixed the same to said instrument as her 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 22nd day of July, 1986.

Jacqueline M. Knutson
Notary Public

My Commission Expires 1-2-90

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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, RALPH G. SCHEN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that BARRETT D. SCHEN, personally known to me to be the PRESIDENT of HARCON FOODS, INC., and STEPHEN J. SCHEN, personally known to me to be the SECRETARY thereof, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such PRESIDENT and SECRETARY, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts and as the free and voluntary act of said Corporation for the uses and purposes therein set forth; and the said SECRETARY also then and there acknowledge that, as custodian of the corporate seal of said Corporation, he affixed the same to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth. ~~HEREIN NO CORPORATE SEAL.~~

GIVEN UNDER my hand and Notarial Seal this 21st day of July, 1986.

Ralph G. Schen
Notary Public
Notary Public, State of Illinois
My Commission Expires Jan 30, 1988

My Commission Expires 1-30-88

Notary of Cook County Clerk's Office