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SPRINKLER SYSTEM AGREEMENT

\$18.00

By this Agreement, dated December 15, 1987, the undersigned Harris Trust and Savings Bank, as Trustee under Trust Agreement dated August 20, 1941, Trust Number 3617 (the "Trustee") and Edelman-Jankow Co., Inc., n/k/a E-J Industries, Inc., an Illinois corporation ("Edelman-Jankow") for the reasons set forth below and in consideration of the conveyance of Property A (herein defined) by Trustee to Edelman-Jankow, hereby enter into an Agreement for the use of the Sprinkler System (herein defined) serving certain property in Chicago, Cook County Illinois under the following terms and conditions:

1. Malkov Lumber Company, Inc. ("Malkov"), as sole beneficiary of the above-referenced Trust, has entered into a Real Estate Sale Contract dated November 21, 1987 with Edelman-Jankow for the real estate commonly known as 1279 South Campbell Avenue, Chicago, Illinois, legally described in Exhibit A attached hereto ("Property A").

2. Malkov is the sole beneficiary of a trust which holds title to a building and property commonly known as 1201 South Campbell Avenue, Chicago, Illinois, legally described in Exhibit B attached hereto ("Property B").

3. Property A and Property B are currently served by a common sprinkler system which includes among other items a "dry" system pump (located near the party wall which forms the common boundary between Property A and Property B), a "wet"

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system pump (located on the west wall of Property A), water mains and connections, electrical service and connections, various accessories, pipes, and other functioning items for providing electricity and water to the sprinkler system (collectively the "Sprinkler System").

4. As Malkov depends solely on the Sprinkler System for adequate fire protection on its Property B, Edelman-Jankow agrees not to destroy, dismantle, or otherwise interfere with the Sprinkler System and its uninterrupted service to Property B.

5. If it shall become necessary to repair or replace any portion or component of the Sprinkler System, excepting those portions or components which constitute the "dry" system pump, the expense of such repair or replacement shall be borne in equal shares by the owners of Property A and Property B; except that if the Sprinkler System or any portion or component thereof has been damaged by acts or accidents of one party, its employees or agents, such party shall pay the entire cost of repair or replacement. Either party, or its beneficiary, its successors, or assigns shall have the right at all times to cause to be made any repairs necessary to maintain the Sprinkler System in a safe and usable condition. The party causing the repairs to be made shall have the right to enter on the property of the other party to the extent reasonably necessary in performance of the work, provided that such party shall take due precaution not to damage the property of the other

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party. The Sprinkler System as repaired or replaced shall remain subject to this Agreement. In the event that the Sprinkler System is destroyed by fire or casualty or by earthquake, tornado, or other act of nature, this Agreement shall be terminated.

6. The benefits and burdens of the covenants herein contained shall annex to and run with the land herein described so long as the Sprinkler System continues to exist and is used as a fire protection system by either party hereto and shall bind the successors, heirs, legal representatives, and assigns of the respective parties hereto.

7. The parties hereto covenant for themselves and their respective successors, assigns, heirs, and representatives, each to and with the other, his or their successors, assigns, representatives, and heirs, each to and with the other, to observe this Agreement.

8. Subject to Paragraphs 5, 6, 9 and 10 hereof, this Agreement shall be perpetual.

9. In the event that Edelman-Jankow enters into an agreement to sell or convey Property A, or in the event that the present shareholders of Edelman-Jankow or their legal heirs no longer retain fifty-one percent (51%) of the issued capital stock of Edelman-Jankow, Malkov may install a replacement sprinkler system on Property B which provides fire protection service to Property B comparable to the then current Sprinkler System, the cost of which replacement sprinkler system to be

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borne in equal shares by Malkov and Edelman-Jankow ^{and} terminate this Agreement. Each party, upon reasonable request, agrees to provide the other party with a then current listing of that party's shareholders in order to determine the applicability of this Paragraph 9 and Paragraph 10 below.

10. In the event that Malkov enters into an agreement to sell or convey Property B, or in the event that the present shareholders of Malkov or their legal heirs no longer retain fifty-one percent (51%) of the issued capital stock of Malkov, Edelman-Jankow may, by paying one-half (1/2) of the cost of installing a replacement sprinkler system on Property B which provides fire protection service comparable to the current Sprinkler System, terminate this Agreement.

11. Edelman-Jankow shall provide Malkov with keys to the outside door on the Campbell Avenue side of Property A which will provide Malkov access to the "wet" system pump of the Sprinkler System.

12. In the event that either Edelman-Jankow or Malkov shall have the right to install a replacement sprinkler system as provided for in paragraphs 9 and 10 above, they must exercise such right within ninety (90) days of receipt of written notice from the other party that said party has entered into an agreement to sell or convey, or has experienced a change in shareholders all as provided for in paragraph 9 and 10 above; and the party failing to so exercise such right shall lose any right to reimbursement from the other party.

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of notary
Trust and
of the re-
ved ad...
made a part hereof.

Executed at Chicago, Illinois this 15th day of ~~November~~ ^{DECEMBER} 1987. *R* *M*

HARRIS TRUST AND SAVINGS BANK
AS TRUSTEE UNDER TRUST AGREE-
MENT DATED AUGUST 20, 1941,
TRUST NUMBER 3617 and not individually.

EDELMAN-JANKOW CO., INC.

By: *[Signature]*
Its: VICE PRESIDENT

By: *[Signature]*
Its: President

ATTEST:
By: *[Signature]*
Its: ASSISTANT SECRETARY

ATTEST:
By: *[Signature]*
Its: ASSISTANT SECRETARY

PIN: 16-24-205-071 -0000 *A1 BDO M*
1249 South Campbell Avenue, Chicago, Illinois

MAIL TO:

This Instrument Was Prepared By:

David H. Crawford
GARDNER, CARTON & DOUGLAS
321 N. Clark Street
Suite 3300
Chicago, Illinois 60610-4795
(312) 644-3000

BOX 333-HV

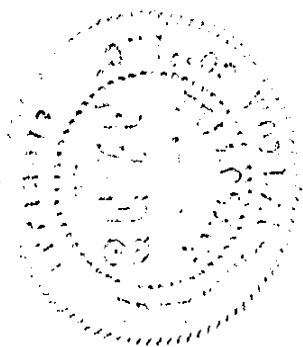
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It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, representations, covenants, indemnities, undertakings and agreements herein made on the part of the Harris Trust and Savings Bank while in form purporting to be the warranties, representations, covenants, indemnities, undertakings and agreements of said Harris Trust and Savings Bank are nevertheless each and every one of them made and intended not as personal warranties, representations, covenants, indemnities, undertakings and agreements by the Harris Trust and Savings Bank or for the purpose or with the intention of binding said Harris Trust and Savings Bank personally but are made and intended solely for the purpose of binding that portion of the trust property specifically described herein; and this instrument is executed and delivered by said Harris Trust and Savings Bank not in its own right, but solely in the exercise of the power conferred upon it by virtue of the land trust agreement; and that no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforceable against the Harris Trust and Savings Bank on account of this instrument or on account of any warranties, representations, indemnities, covenants, undertakings or agreements in this instrument contained, or expressed or implied, of said Harris Trust and Savings Bank, being expressly waived and released by the other parties to this instrument; and that all persons claiming by, through, or under any person, the portion of the trust property hereby acknowledge that under the terms of the land trust agreement the Harris Trust and Savings Bank has no objection or claim as to the operation, management and control of the trust property, nor does it have any ownership interest therein and that said bank has no right to any of the rents, profits and proceeds of said trust property. The above provisions of this instrument and of the Harris Trust and Savings Bank's agreement with the Board of Trustees of the Harris Trust and Savings Bank, and of the

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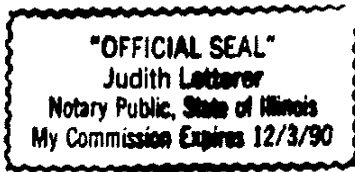
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STATE OF ILLINOIS)
COUNTY OF Cook) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named JAMES J. PERNER of Harris Trust and Savings Bank, a national banking association, personally known to me to be the ... of said national banking association and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such he signed and delivered the said instrument and caused the corporate seal of said national banking association to be affixed thereto, as the free and voluntary act and deed of said national banking association, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 15th day of December 1987.

Judith Lettner
Notary Public
Commission expires:



STATE OF ILLINOIS)
COUNTY OF Cook) SS.

I, Barbara A. Graff, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Leonard Wetzman personally known to me to be the President of Edelman-Jankow Co., Inc. a corporation, and Keith Wetzman personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Assistant Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 15th day of December, 1987.

Barbara A. Graff
Notary Public
Commission Expires: 3/27/90

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NOTARIAL SEAL
Notary Public, State of Illinois
My Commission Expires 12/31/90

Property of

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)
JUDITH LETTERER

I, JUDITH LETTERER, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that FAMES J. PERNER, of the Harrie Trust and Savings Bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said FRANK E. PIKUT, then and there acknowledged that he as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid; for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 15th DAY OF December, A.D. 87.

Judith Letterer

NOTARIAL SEAL
Notary Public, State of Illinois
My Commission Expires 12/3/90

Notary's Office

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EXHIBIT A

That part of Lots 12, 13, and 14, taken as a tract, described as follows: (Note: the West line of Lots 13 and 14 is assumed as "Due North" for the following courses)--Beginning at the Southwesterly corner of said Lot 12, thence North $24^{\circ}28'10''$ West on the Westerly line thereof, 63.95 feet to the center-line of a 17" Brick Wall, for the Place of Beginning; thence North $65^{\circ}41'$ East on said center-line 130.68 feet to the center-line of a 12" Brick Wall; thence North $24^{\circ}19'$ West on said line, 3.80 feet to the center-line of a 12" Brick Wall; thence North $89^{\circ}49'$ East on said line, 50.94 feet to the East line of said Lot 13; thence "Due North" on the East line of said Lots 13 and 14, 79.0 feet to the center-line of a 12" Brick Wall; thence North $80^{\circ}40'$ West on said line, 188.94 feet to the West line of said Lot 14; thence "Due South" on said West line of Lots 13 and 14, 92.56 feet to the Southwest corner of Lot 13, being also the Northwest corner of said Lot 12; thence South $24^{\circ}28'10''$ East on the Westerly line of Lot 12, 49.41 feet to the place of beginning. All in Block 1 in the subdivision of Lots 2, 3, 5 to 8, inclusive and Lots 13 to 18 inclusive of Ogden's Subdivision of the East 1/2 of the Northeast 1/4 of Section 24, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois. (Containing 19,382 square feet).

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EXHIBIT B

All of Lots 15, 16, 17 and 18 and part of Lot 14 lying North of the following described center-line of a 12" brick wall; beginning at a point in the West line of said Lot 14, and on the said center-line of said wall, said point being 92.56 feet North of the Southwest corner of Lot 13; thence East on said center-line to a point in the East line of said Lot 14, said point being 186.90 feet South of the Northeast corner of said Lot 18, all in Block 1 in the Subdivision of Lots 2, 3, 5 to 8, inclusive and Lots 13 to 18, inclusive of Ogden's Subdivision of the East Half of the Northeast Quarter of Section 24, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois containing 35,328 square feet.

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