



# VILLAGE OF NORRIDGE

4000 North Olcott Avenue • Norridge, Illinois 60706-1199  
708/ 453-0800 FAX 708/ 453-9335  
www.villageofnorridge.com

Date: February 21, 2019

## Request For Bids # 2019-19 Invitation to Bid for:

### The Sale of Village Owned Property Located at 4526 N. Harlem Avenue (at Oketo Avenue) in the Village of Norridge

#### INTRODUCTION/PURPOSE

The Village of Norridge, located in Cook County Illinois, hereby gives notice that it is soliciting bids for the 2019 sale of the Village owned property located at 4526 N. Harlem Avenue ("**Subject Property**"), in the Village of Norridge. The Subject Property is to be offered for sale at a public sale by sealed bid to the highest responsible and qualified bidder.

#### PROPERTY TYPE AND LOCATION

The Village owns the Subject Property located at 4526 N. Harlem Avenue in the Village of Norridge, which is currently vacant and is used for municipal purposes and as a parking lot. The Subject Property has a Harlem Avenue address and also fronts on Oketo Avenue. It was previously part of a larger parcel of property commonly known as 4520 N. Harlem Avenue. The Subject Property now consists of the following one PIN Number to wit: 12-13-222-038-0000. The Subject Property is approximately 125 feet by 200 feet (approximately 24,961 square feet) and consists of one lot. The Subject Property is located west of and adjacent to another parcel of land (containing an AMC Movie Theater). The Subject Property borders Oketo Avenue on its west property line.

#### LEGAL DESCRIPTION OF THE PROPERTY

##### Parcel 1:

That part of the South 1/2 of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 described as follows: Commencing at the Northwest Corner of said South 1/2 of the North 1/2 of the Southeast 1/4 of the Northeast 1/4; thence East along the North line, 33.03 feet; thence South 00 Degrees 02 Minutes 24 Seconds West, 20.49 feet to the Point of Beginning; thence North 87 Degrees 42 Minutes 12 Seconds East, 200.42 feet; thence South 02 Degrees 17 Minutes 48 Seconds East, 123.00 feet; thence South 87 Degrees 42 Minutes 12 Seconds West, 205.44 feet; thence North 00 Degrees 02 Minutes 24 Seconds East, 123.10 feet to the Point of Beginning in Cook County, Illinois.



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## Parcel 2:

Perpetual easements for ingress and egress, drainage, utilities, and parking for the benefit of Parcel 1 as created by the Declaration Of Easements By Norridge Realty Corporation recorded October 23, 1986 as Document Number 86495642 and amended by the Amended And Restated Declaration Of Easements Agreement dated JULY 22, 2016 and recorded July 27, 2016 as Document No. 1620941074 By And Between HAMHIC LLC, Village Of Norridge and Agatite Partners, LLC Over The Common Areas As More Particularly Described In Such Agreement.

Common address: 4526 Harlem Avenue, Norridge, IL  
PIN: 12-13-222-038-0000

## CURRENT ZONING AND RESTRICTED FUTURE USE

1. *Zoning.* The Subject Property is located in the Village's B-5 Retail Business District. The B-5 Retail Business District is designed primarily to encourage a diverse mix of smaller and larger retail uses whose service area may extend outside the immediate neighborhood of the facility, and which uses are served by enhanced access to Harlem Avenue and to highway access and which are buffered from nearby residential areas. The purpose of the B-5 Zoning District is to encourage retail development. To accomplish that goal the zoning requires that at least 75% of the gross leasable area of any shopping center development in the B-5 Retail Business District consist of those uses that generate retail sales tax on any such business' retail sales of general merchandise, food, drugs or medical appliances, and theater, restaurant and amusement establishment uses. With the exception of theater, government and amusement establishment uses, non-retail stand-alone (not part of a shopping center development) uses are not permitted in this zoning district. The B-5 Retail Business District provides for certain permitted uses, special uses and cites certain prohibited uses. Please consult the Village Zoning Ordinance for these uses and restrictions.

2. *Use Restrictions.* The Subject Property was once part of a larger parcel of land that has been divided into parcels. The Subject Property was purchased by the Village in 2016 and was subject to certain use restrictions governing uses that could be located on the Property. Those use restrictions were further amended in 2018. These use restrictions are further described in Conditions of Sale Item 5, below.

## CONDITIONS OF SALE

1. *Condition of Property.* The Subject Property shall be sold "**AS-IS/WHERE IS**" by Special Warranty Deed with the legal description on the Village's title to govern. The Village makes no representations or warranties with respect to the condition or use of said property, or compliance with environmental laws and regulations. The purchaser shall be solely responsible for determining the applicability of any laws, local ordinances, or other regulations or easements or restrictions which may impact the Subject Property and/or the



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purchaser's contemplated use thereof. The Subject Property is being sold subject to any and all rights of the public and any and all easements, covenants and restrictions shown or not shown by public record.

2. *No Social, Economic or Environmental Warranties.* The Village makes no warranties, either expressed or implied, nor assumes any liability whatsoever regarding the social, economic, or environmental aspects of the Subject Property to include without limitation, the soil conditions, water drainage, physical access, condition of improvements, natural or artificial hazards which may or may not exist, or merchantability, suitability or profitability of the parcel or improvements for any use or purpose.

3. *Bidder's Acknowledgement.* Submission of a bid shall serve as that bidder's acknowledgement that: (a) it has received any and all requested or otherwise required property disclosures prior to the date of bid submission; (b) that it was afforded opportunities to inspect the Subject Property and records relating to its condition before the date of bid submission; and (c) that it has availed itself, to its satisfaction, of the right to inspect the Subject Property and records relating to its condition prior to the date of bid submission; and (d) that it is satisfied with the Subject Property's condition and that it is taking the Subject Property in **AS-IS / WHERE-IS** condition.

4. *Property Records - Plat of Survey.* A 2016 Plat of Survey of the Subject Property is attached hereto as **Appendix A**. The Village makes no representations or warranties whatsoever about the Plat of Survey, its condition or its accuracy. The Subject Property is outlined in bold on the survey and is located at the northwest corner of the area depicted on the survey. Records relating to the Subject Property (if any), and hard copies of the Plat of Survey, are available for inspection and/or copying by contacting the Village Administrator, Joanna Skupien, during regular business hours at the Village Hall administrative offices. Bidders who wish to obtain a new survey may do so at their own expense.

5. *Property Records - Use Restrictions; Owners Title Insurance Policy.* The Owner's Title Insurance Commitment dated July 27, 2016, is included herein in **Appendix B**. The use restrictions on the Subject Property are contained in the following documents: The Amended and Restated Declaration of Easements dated July 22, 2016 and recorded July 27, 2016 with the Cook County Recorder of Deeds as Document 1620941074; The First Amendment to Amended and Restated declarations of Easements dated May 8, 2018 and recorded May 14, 2018 with the Cook County Recorder of Deeds as document 1813401344.

The Owner's Title Insurance Policy was issued by Chicago Title Insurance Company and is Policy Number 1401-008982042-D1 dated July 27, 2016. The Amended and Restated Declaration of Easements dated July 22, 2016, the First Amendment to Amended and Restated declarations of Easements dated May 8, 2018 and the Owner's Title Insurance Policy dated July 27, 2016, are all included herein as **Appendix B**.



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6. *No Commissions.* The Village will not be responsible for paying any real estate broker's commission.
7. *Closing Costs.* The successful bidder as purchaser shall be responsible for paying all closing costs which will include, but are not limited to, appraisal cost, title insurance (if purchaser so chooses to acquire), recording fees, deed preparation, commissions or other fees associated with closing.
8. *Acceptance of Terms.* By submitting a sealed bid, a bidder accepts the terms of the sale as contained herein and in the Village's Ordinance 1945-19 dated February 11, 2019, incorporated herein by this reference as if set out in full, expressly including the terms and provisions of the Notice and the Real Estate Sale Agreement for the Subject Property attached to said Ordinance. Copies of said Ordinance are available by contacting the Village Administrator during regular business hours at Village Hall administrative offices.
9. *Village Rights Reserved.* The Village reserves the right to reject any or all bids tendered, to waive irregularities or deficiencies, or to cancel or reschedule the bid submission date and/or bid opening or further negotiate with the bidder of its choice if some other manner or negotiation better serves the Village's interests.
10. *Execution of Real Estate Sale Agreement.* Upon presentation by the Village, the highest qualified bidder shall immediately execute and deliver the proposed Real Estate Sale Agreement for the Subject Property (attached as **Appendix C**) with the Village subject to the terms and conditions as set forth in Village Ordinance 1945-19 dated February 11, 2019, and the Notice.
11. *Closing Date.* The closing date on any resulting sale shall be scheduled for prior to April 29, 2019, or thirty (30) days after the expiration of the Due Diligence Period unless the Village and the successful bidder agree to alternate closing arrangements. If the successful bidder fails to pay the balance due upon closing, the Bid Deposit and Earnest Money paid shall be forfeited and retained by Village as liquidated damages and the Village may resell the property. Possession shall be delivered to purchaser at closing.
12. *Ability to Purchase.* The Village may request assurances and proof satisfactory to the Village of the bidders' ability to purchase the property. Failure of the bidder to produce same, to the Village's satisfaction as measured solely by the Village will permit the Village to terminate sale to said bidder.
13. *Inspection.* The Subject Property is available for inspection at any time. Entrance is not restricted.
14. *Minimum Sales Price.* The Village has established a minimum sales price of **\$750,000.00 (seven hundred fifty thousand dollars and no cents)**. Bidders are advised that purchase price is a key component of the Village's evaluation of the bids.



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15. *Bid Deposit.* Each bid shall be accompanied by a bid deposit in the amount of ten percent (10%) of the bid amount and in the form of official bank check, certified check, bank money order or postal money order payable to the Village of Norridge which will be credited to the purchase at closing. Deposits may be held by the Village for up to fifteen (15) business days following the bid opening. In the event the successful bidder fails to a) properly complete and sign the purchase agreement document or b) meet any and all terms and conditions contained in the purchase agreement or the invitation, \$10,000.00 of the money deposited toward the purchase price may be retained by the Village.

16. *Earnest Money.* \$25,000.00 is the Earnest Money. It will be credited to the purchase at closing. The Earnest Money must be provided in the form of a cashier's check or certified check and shall be deposited in escrow within five (5) business days after execution of the Real Estate Sale Agreement for the Subject Property.

## **BIDDER QUALIFICATIONS**

Only qualified bidders are eligible to participate. All bidders are required to complete the Bid Form in **Appendix D** and the Bidder Qualification Statement in **Appendix E** included in this bid packet. These forms must be submitted attached to the bid. If a bidder represents a company, a copy of the company business license must be provided with the Bid Form. If a bidder represents another individual or entity, including a partnership, corporation, association, trust or estate, proof of authority to sign on behalf of the principal(s) must be provided with the Bid Form.

## **DISQUALIFICATIONS**

Any of the following shall automatically disqualify a bid if the:

- a) Bid is submitted for less than the Minimum Bid Price.
- b) Bid is received without the correct deposit amount or in unacceptable method of funds.
- c) Bid form and other required forms, as applicable, are not completed in full, submitted, and manually signed.
- d) Bid is received after 10:00 A.M. on March 26, 2019 (a bid received at or after 10:00 A.M. on March 26, 2019 is **TOO LATE**)

## **BIDDER PROFILE**

Include the following with the submitted proposal:

1. Name, address, telephone number, fax number, email address, web site.
2. Include an executed statement as qualifications pursuant to (720 ILCS 5/33 E-3, and E-4 2013) certifying compliance with state law barring bidders who have been convicted of Bid Rigging and Rotating. State law requires that all Contractors and Bidders to a public



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contract must execute the form attached hereto as **Appendix F** stating that the undersigned on behalf of the entity entering into a contract with the Village of Norridge certifies that:

- a) This bid and any contract resulting therefrom is not made in the interest of, or on behalf of, an undisclosed person, partnership, company, association, organization or corporation;
- b) The bidder has not in any matter directly or indirectly sought by communication, consultation or agreement with anyone to fix the bid price of any bidder, or to fix any overhead profit or cost element of the contract price or to secure any advantage against the Village of Norridge or anyone interested in the proper contract;
- c) This contract is genuine and not collusive or sham;
- d) The undersigned, on behalf of the bidder, certifies that it has never been convicted for a violation of State laws prohibiting bid rigging or rotating.

This completed form must be submitted with the bid.

### 3. Tax Compliance:

- a) The bidder, on behalf of the entity entering into this contract, certifies that neither the undersigned, nor the entity, is barred from contracting with the Village of Norridge because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, or the Village of Norridge, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.
- b) The bidder, or the entity entering into the Real Estate Sale Agreement, understands that making a false statement regarding delinquency of taxes is a Class A Misdemeanor and, in addition, voids the Bid and the Agreement.

### **ADDENDUMS**

The Village of Norridge, if necessary, will post any addendums on its website under the Government Tab, Finance Department and then by selecting Bids and RFPs. The direct link is:

<https://www.villageofnorridge.com/government/finance-department/bids-and-requests-for-proposals-rfp-s>



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## **REJECTIONS/WAIVERS**

The Village reserves the right to reject any and all proposals; waive formalities, technical requirements and/or deficiencies and irregularities; solicit new proposals; or further negotiate with the bidder of its choice if some other manner or negotiation better serves the Village's interests.

The Village reserves the right to award the bid to the bidder which, in the Village's judgment, best serves the needs and interests of the Village and its residents.

The Village reserves the right to refuse any bid, which has the potential for conflict of interest or collusion of parties determined to have participated in the selection, classification, valuation or bidding process of the parcels included in this disposal.

## **WITHDRAWALS/DECLINATIONS**

If the bidder wishes to withdraw a bid, the bidder shall submit written notification of such action to the Village Administrator, Joanna Skupien, no later than the due date and time as specified in the Deadline for Submitting the Bid.

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## **INQUIRIES**

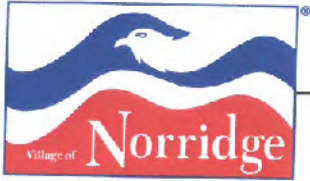
Inquiries pertaining to the bid process should be directed to the Village Administrator, Joanna Skupien via phone or e-mail: Telephone: 708-453-0800 ext. 5752 or [jskupien@villageofnorridge.com](mailto:jskupien@villageofnorridge.com).

No inquires will be accepted within five (5) days of the scheduled bid opening.

## **PLACE TO SUBMIT PROPOSAL**

Submit the bid in a sealed envelope, with Bid # 2019-19 clearly marked on the envelope to:

Village of Norridge  
c/o Joanna Skupien, Village Administrator  
4000 N. Olcott Ave.  
Norridge, IL 60706



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## **DEADLINE FOR SUBMITTING BIDS**

Sealed bids must be received by 10:00 a.m., March 26, 2019. Proposals received after 10:00 a.m. March 26, 2019 are untimely and will be rejected.

Bids will be opened at 6:30 p.m. on March 27, 2019 in the Village Hall Board Room and all bids shall be read aloud.

Dates Posted on Website: February 21, 2019 – March 27, 2019

Dates Notice of Public Sale Published: February 21, 2019, February 28, 2019, and March 7, 2019, (Norridge Harwood Heights News)

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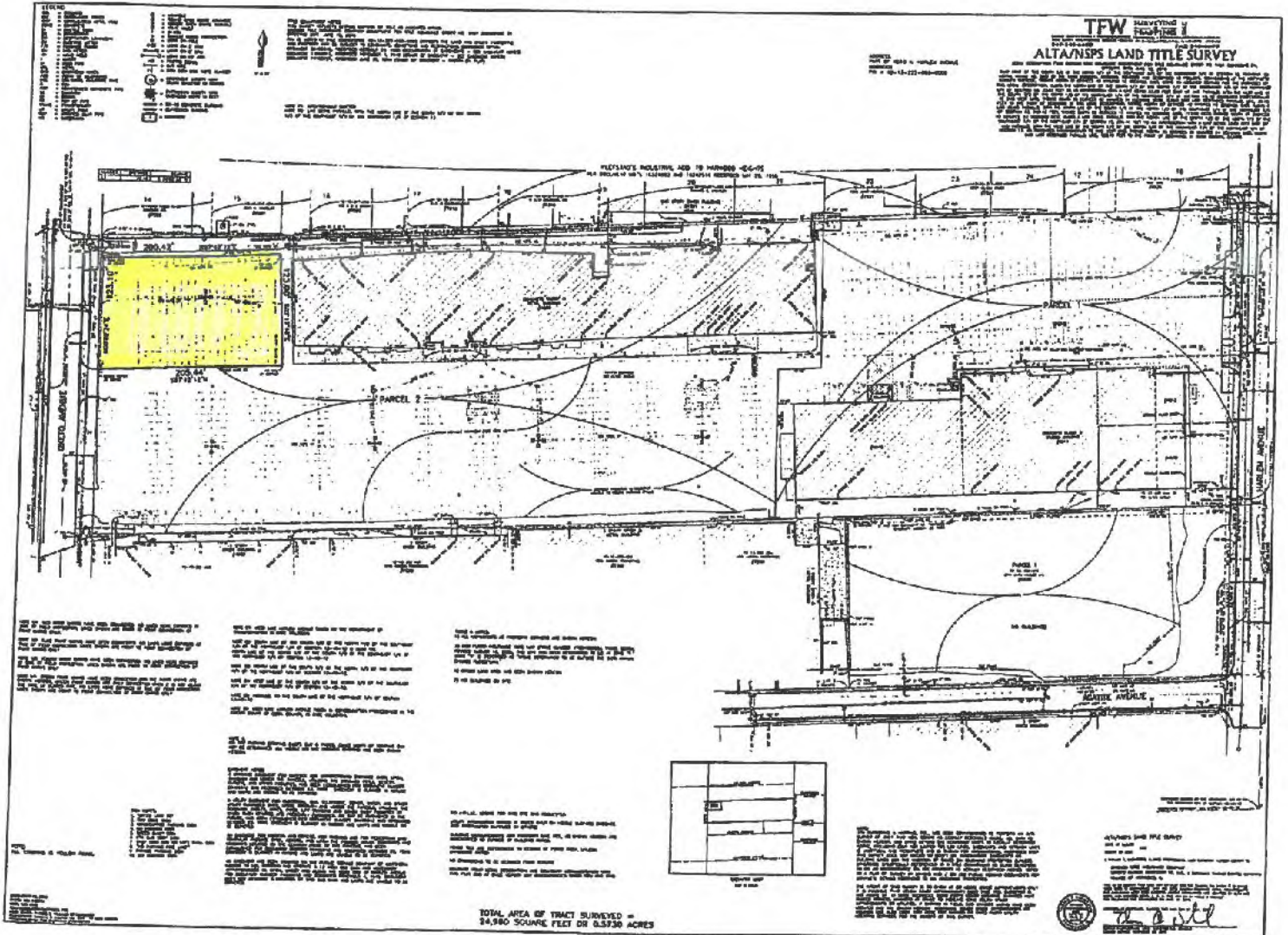
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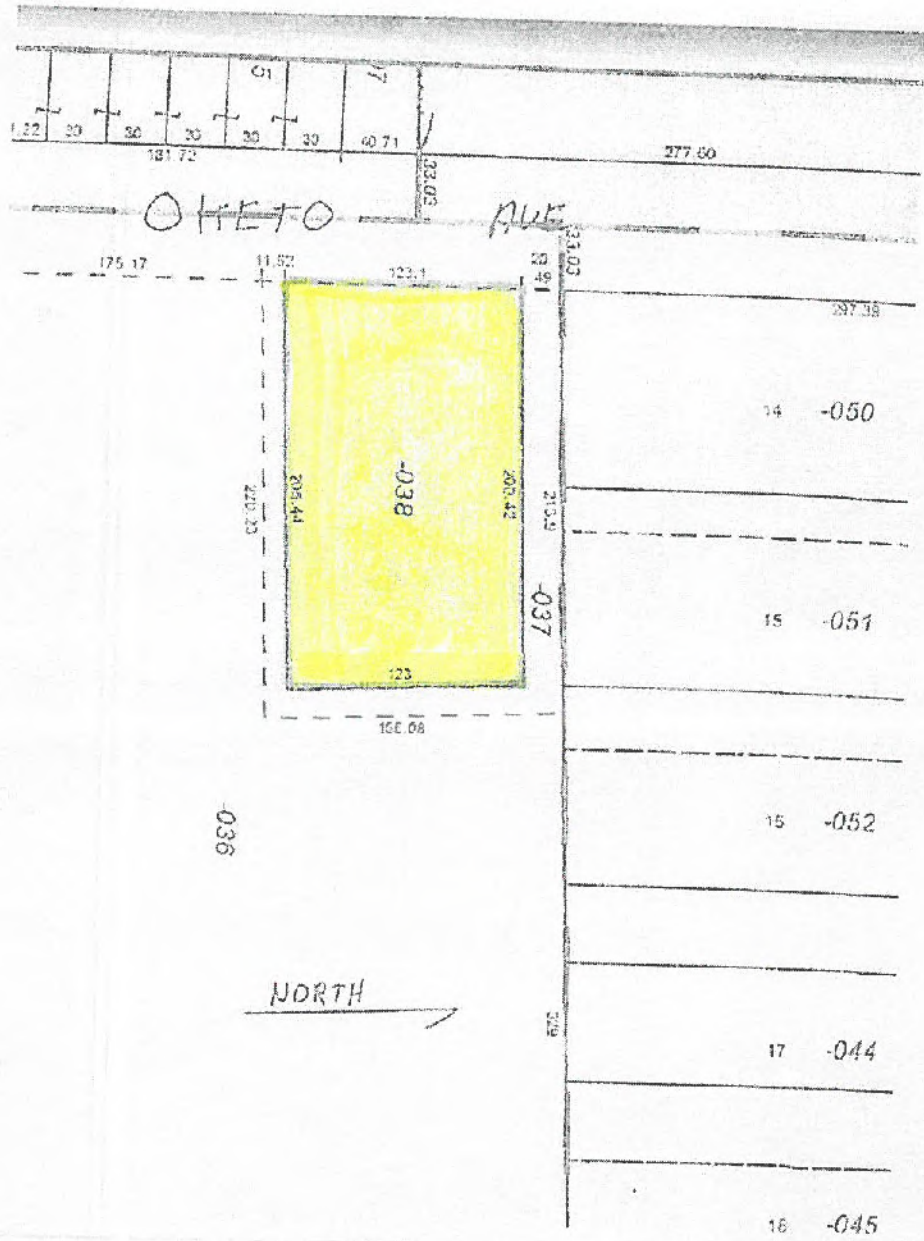
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## APPENDIX A

Plat of Survey

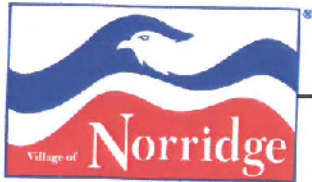
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## APPENDIX B

Amended and Restated Declaration of Easements dated July 22, 2016

First Amendment to Amended and Restated Declarations of Easements  
dated May 8, 2018

Owner's Title Insurance Policy dated July 27, 2016

8935971 + 8935974 dm 7/11



Doc#: 1620941074 Fee: \$100.00  
RHSP Fee: \$8.00 RPAF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/27/2016 02:43 PM Pg: 1 of 32

This document prepared by  
and upon recording return to:

Glenn T. Garfinkel  
Timm & Garfinkel, LLC  
770 Lake Cook Road, Suite 150  
Deerfield, IL 60015

AMENDED AND RESTATED  
DECLARATION OF EASEMENTS

THIS AMENDED AND RESTATED DECLARATION ("Declaration") is made and entered into this 22<sup>nd</sup> day of July, 2016, by and between HAMHIC LLC, an Illinois limited liability company ("Parcel 1 - 4 Owner"), VILLAGE OF NORRIDGE, an Illinois municipal corporation ("Parcel 5 Owner") and AGATITE PARTNERS LLC, an Illinois limited liability company ("Parcel 6 Owner").

WITNESSETH:

WHEREAS, Norridge Realty Corporation, an Illinois corporation ("Norridge"), made and entered into that certain Declaration of Easements dated October 1986, and recorded on October 23, 1986 as Document No. 86495642 (the "Original Declaration");

WHEREAS, the Owner's (as hereafter defined) are the successors in interest to Norridge and desire to amend and restate the Original Declaration in its entirety as provided in this Declaration;

WHEREAS, Parcel 1 - 4 Owner is the Owner of the parcels hereinafter known as "Parcel 1", "Parcel 2", "Parcel 3", and "Parcel 4", which parcels are more particularly described in Exhibit A attached hereto and incorporated herein by this reference, and which parcels constitute the shopping center commonly known as Norridge Commons, in Norridge, Illinois (the "Center"); and

WHEREAS, Parcel 5 Owner is the Owner of the parcel hereinafter known as "Parcel 5" and which parcel is more particularly described in Exhibit B attached hereto and incorporated herein, and is located adjacent to Parcel 4; and

WHEREAS, Parcel 6 Owner is the Owner of the parcel hereinafter known as "Parcel 6" and which parcel is more particularly described in Exhibit C attached hereto and incorporated herein, and is located adjacent to the Center (Parcel 1, Parcel 2, Parcel 3, Parcel 4, Parcel 5 and Parcel 6 are hereinafter collectively referred to as the "Parcels" and Parcel 1 - 4 Owner, Parcel 5 Owner and Parcel 6 Owner are collectively referred to herein as the "Owners" and individually as an "Owner"); and

WHEREAS, Parcel 1 - 4 Owner and Parcel 5 Owner desire that Parcel 1, Parcel 2, Parcel 3, Parcel 4 and Parcel 5 may continue to be used and operated as a whole and that certain facilities and common areas that may currently or in the future be located on each of such Parcels will continue to be used for the benefit of the other Parcels, subject to the limitations and restrictions set forth herein; and

WHEREAS, the Owners desires to grant, declare and establish certain reciprocal rights and benefits for, and to impose certain duties, restrictions and obligations upon, the present and future Owners, mortgagees and lessees of the Parcels in accordance with the provisions hereof.

NOW, THEREFORE, the Owners do hereby declare that the following rights, covenants, burdens, uses, restrictions and privileges shall and do exist at all times hereafter among the several Owners, lessees and mortgagees of the Parcels in the manner and to the extent hereafter set forth.

1. Grant of Easements. The Owners hereby establish the following perpetual, appurtenant, nonexclusive and reciprocal easements with respect to and for the benefit of the Parcels and their respective Owners, lessees, employees, customers, invitees and mortgagees (collectively, "Permittees") as described below:

a. Drainage. An easement solely benefiting and burdening Parcel 1, Parcel 2, Parcel 3, Parcel 4 and Parcel 5 (collectively, "Parcels 1-5") for surface and underground drainage over, upon, through and under the Parcels 1-5, utilizing the drainage pipes, sewers, outlets, and other facilities (the "Facilities") by which such drainage is presently maintained and accomplished, or may be maintained or accomplished in the future, it being understood that the Owners of Parcels 1-5 shall not, by virtue of such easement, be required to establish or maintain any new or different Facilities other than those which presently exist as of the date of this Declaration, except (i) as provided in Paragraph 2(a) or 2(b) hereof, and (ii) subject to Paragraph 10 hereof, the Parcel 5 Owner shall be permitted to install, maintain and operate, at its sole cost and expense, an underground storm water detention vault as described on attached Exhibit E and in the area depicted on attached Exhibit E-1 (the "Parcel 5 Detention Facilities").

b. Utilities. An easement solely benefiting and burdening Parcels 1-5 for electrical, gas, telephone, sewer, water and other utility purposes over, upon, through and under Parcels 1-5, utilizing the conduits, cables, wires, poles, pipes, lift stations and other such facilities (the "Lines") by which such utilities are presently furnished, or may be furnished in the future, to buildings on Parcels 1-5, it being understood that the Owners of Parcels 1-5 shall not, by virtue of such easement, be required to establish or maintain any new or different Lines other than those which presently exist as of the date of this Declaration, except as provided in Paragraph 2(a) or 2(b) hereof. The costs of such utilities and services furnished to each of Parcels 1-5 shall be paid by the respective Owners of the Parcel to which such utilities and services are provided or by the respective users of such utilities and services on each Parcel.

c. Access. An easement benefiting and burdening all of the Parcels for ingress and egress and for pedestrian and vehicular passage (but not parking, except as otherwise provided herein) over, across, and upon the driveways and roadways located on the common areas of the Parcels (the "Access Areas"), as they presently exist as of the date of this Declaration or as they may from time to time be built or relocated as herein provided.

d. Parking. An easement benefiting and burdening Parcels 1-5 for parking upon the parking areas located on the common areas of Parcels 1-5 (the "Parking Areas"), as they

presently exist or as they may from time to time be built or relocated as herein provided; provided, however, after construction of any building on Parcel 5 commences, the easement granted under this subparagraph (d) shall only benefit and burden Parcels 1-5, subject to the terms, covenants, limitations and restrictions relating to Parcel 5 set forth in Paragraph 2.a below.

e. Boundaries and Encroachments. With respect to existing or future improvements on the Parcels, the existing or future foundations, walkways, walls, and driveways constitute the respective boundaries of any easement granted herein. To the extent any easement is encroached upon by any such improvements, a perpetual license to maintain and replace such improvements is hereby granted.

2. Alterations.

a. Voluntary Alterations – Facilities or Lines. The Owner of each Parcel may alter or relocate any of the Facilities or Lines (including the Parcel 5 Detention Facilities) on the Parcel owned by it, provided that comparable Facilities or Lines, as the case may be, are substituted therefor, which substituted Facilities or Lines shall become subject to this Declaration. Any such alteration, relocation or substitution shall not impair the use or value of any of the buildings on the Parcels (except during the period of such alteration, relocation or substitution and provided that comparable alternative Facilities or lines are provided during the construction period), shall be accomplished at the expense of the party making the alteration, relocation or substitution and shall not be initiated except upon at least fifteen (15) days prior written notice to the Owner of the other impacted Parcels.

b. Voluntary Alterations – Future Building Areas. The Owner of any Parcel may, at its sole discretion and subject to the other terms of this Declaration, construct buildings within any "Future Building Area" (defined in Paragraph 11 hereof) shown on Exhibit G on its Parcel so long as:

(i) As to Parcel 6, with respect to any buildings constructed on Parcel 6, Parcel 6 shall "self-park" without reliance on any parking spaces outside of Parcel 6 and Parcel 6 will maintain a parking ratio for Parcel 6 equal to the greater of (1) four (4) spaces per 1,000 square feet of leasable area on Parcel 6, or (2) the number of spaces required by law for Parcel 6 to "self-park" without reliance on any parking spaces outside of Parcel 6.

(ii) As to Parcel 5, upon completion of the buildings, improvements and Common Areas which may be constructed on Parcel 5, Parcels 1-5 shall maintain a parking ratio for Parcels 1-5 equal to the greater of (A) four (4) spaces per 1,000 square feet of leasable area on Parcels 1-5 or (B) the number of spaces required by laws; PROVIDED, HOWEVER, if the contemplated police station is constructed on Parcel 5, then such police station shall be required to "self-park" on Parcel 5 without reliance on any parking spaces outside Parcel 5 (i.e., Parcel 5 shall contain a sufficient number of parking spaces on Parcel 5 to independently satisfy the parking requirements of applicable laws and parking demands of the use of Parcel 5). Notwithstanding anything to the contrary contained in this Declaration, (i) Parcel 5 may be used only for the following purposes: (1) common areas, (2) a police station or other governmental building so long as Parcel 5 contains sufficient parking on Parcel 5 for Parcel 5 to "self-park" in compliance with laws for all employees and visitors of such police station or other governmental building without the need for any parking spaces outside Parcel 5, such police station or other governmental building does not contain more than two stories and the entrance to such



police station or other governmental building is on the west side of such building, or (3) retail or other commercial uses (e.g., a dentist office, an optometrist, a retail insurance agency, or a retail financial institution, but not general office purposes, a call center, an operation which operates 24 hours a day, a trade school or other school or place of instruction [except for a tutoring center (e.g., Kumon) that does not occupy greater than 5,000 square feet of leasable area], a 24 hour medical clinic, a surgical center or other medical offices [except for a dentist or optometrist as specifically permitted above], which are hereby expressly prohibited) typically found in other first-class shopping centers in the greater Chicago, Illinois metropolitan area (the "Retail Uses") provided such Retail Uses do not require a Car Parking Ratio greater than 4 car parking spaces for each 1,000 square feet of leasable area located within Parcel 5 (it being understood that Parcel 5 shall not be required to "self-park" for the uses permitted under this clause (3)), and (ii) if Parcel 5 is so used for the purposes permitted under clause (3) above, then the building located on Parcel 5 and used for such permitted purposes shall not exceed one-story, and shall contain no more than 18,000 square feet of leasable area.

(iii) As to Parcels 1-4 and Parcel 5, for so long as Parcel 5 is used for a Retail Use), the parking ratio for such Parcels as a whole integrated Center at least equal to the greater of (A) four (4) spaces per 1,000 square feet of leasable area in the Center, or (B) the number of spaces required by law (the "Car Parking Ratio"); it being agreed that, as of the date of this Declaration, applicable laws require (a) one parking space for every 3 seats within the movie theater to be located on Parcel 4, and (b) one parking space for every 2 seats within any restaurant (excluding any restaurant included in the movie theater on Parcel 4).

(iv) All alterations, relocations, improvements, work and/or construction activities under this Paragraph 2 or as elsewhere permitted under this Declaration shall be performed in a good and workmanlike manner using customary construction practices, in compliance with all laws, and in a manner which does not impair or unreasonably interfere with the businesses operated by any tenants or occupants of the Parcels.

c. Required Alterations. The Owner of each Parcel may, by written notice to the Owner of each of the remaining Parcels, require that the Facilities or Lines on each remaining Parcel be altered or relocated, provided that such alteration or relocation is reasonably necessary under the circumstances and will not impair or unreasonably interfere with the improvements or operations of the Owners of each remaining Parcel (the "Notified Owners") or that of its tenants or occupants. Thirty (30) days after the giving of such notice and approval by the Notified Owners of a construction staging plan for the work to be performed, the Owner requiring such alteration or relocation (the "Notifying Owner") shall have the right and license to enter upon the Parcels on which such Facilities or Lines are located for the purpose of causing such alteration or relocation to be accomplished in accordance with such approved staging plan and the requirements of the last sentence of subparagraph a. above. In addition, such alteration or relocation shall be accomplished as promptly as possible and without unreasonable interference with the operations of the Notified Owners or that of its lessees, and shall be accomplished at the sole expense of the Notifying Owner. The Notifying Owner shall indemnify the Notified Owners and their Permittees, and defend and save them forever harmless, from and against any loss, cost, damage, liability, claims or expense, including reasonable attorney's fees and expenses of litigation, which they may incur, directly or indirectly, by reason of such alteration or relocation.

### 3. Maintenance.

a. Except as otherwise provided in subparagraphs 3.b and 3.c below, each Parcel Owner shall maintain, repair and restore at its own expense, the improvements on its Parcel in a safe and good condition and repair and in compliance with all applicable laws, ordinances, and the terms of this Declaration.

b. To the extent Parcel 5 is sold for use as a police station or other governmental use by the Village of Norridge (the "Village"), the Owner of Parcel 5 shall maintain, repair and restore, at its own expense, the Facilities, Lines, Access Areas and Parking Areas situated on Parcel 5, and the Parcel 5 Detention Facilities situated on Parcel 4, in a safe and good condition and repair and in compliance with all applicable laws, ordinances, and the rules and regulations set forth in this Declaration, as well as incur all costs associated with the lighting, water, sewerage, painting, cleaning, snow and ice removal, policing, resurfacing of the parking lot, inspecting, landscaping, repairing, replacing, guarding, and protecting of the Facilities, Lines, Access Areas and Parking Areas on its Parcel.

c. The Owner of Parcel 6 shall maintain, repair and restore, at its own expense, the Facilities, Lines, Access Areas and Parking Areas situated on Parcel 6, in a safe and good condition and repair and in compliance with all applicable laws, ordinances, and the rules and regulations set forth in this Declaration, as well as incur all costs associated with the lighting, water, sewerage, painting, cleaning, snow and ice removal, policing, resurfacing of the parking lot, inspecting, landscaping, repairing, replacing, guarding, and protecting of the Facilities, Lines, Access Areas and Parking Areas on its Parcel.

d. The Owner of Parcel 3 shall maintain, repair and restore the Facilities, Lines, Access Areas and Parking Areas situated on Parcels 1-4 and Parcel 5 if used for Retail Uses or as a parking lot (excluding the Parcel 5 Detention Facilities situated on Parcel 4 to the extent Parcel 5 is sold to the Village as provided above), in a safe and good condition and repair and in compliance with all applicable laws, ordinances, rules and regulations set forth in this Declaration, as well as incur all costs associated with the lighting, water, sewerage, painting, cleaning, snow and ice removal, policing, resurfacing of the parking lot, inspecting, landscaping, repairing, replacing, guarding, and protecting of the Facilities, Lines, Access Areas and Parking Areas on Parcels 1-5 ("Common Area Maintenance").

e. All costs incurred by the Parcel 3 Owner for performing the Common Area Maintenance on Parcels 1-5 (the "Common Area Maintenance Charges") shall be reimbursed to the Parcel 3 Owner as follows:

(i) The Owners of Parcel 1, Parcel 2, Parcel 3, Parcel 4 and Parcel 5 (to the extent used for Retail Uses and not sold to the Village) shall each pay their Pro Rata Share of Common Area Maintenance Charges to the Parcel 3 Owner monthly, in advance, on or before the first day of each calendar month, and shall be reconciled annually and set forth in a statement to such Owners no later than the June 1 next following the end of such year (except that the owner or user of Parcel 5 will be responsible for payment of 100% of all costs associated with the maintenance and repair of the Parcel 5 Detention Facilities situated on Parcel 4). The Common Area Maintenance Charges may be increased from time to time (but no more than once in any consecutive twelve-month period) by the Owner of Parcel 3 to reflect the Owner of Parcel 3's good-faith estimate of current costs. If the estimated Common Area Maintenance Charges paid by each of the applicable Owners is less than such Owners'

Pro Rata Share (as hereafter defined) of the actual Common Area Maintenance Charges, the Owner shall pay the Parcel 3 Owner the difference within thirty (30) days of the Parcel 3 Owner's written request therefor; if the estimated Common Area Maintenance Charges paid are more than the applicable Owner's Pro Rata Share of actual Common Area Maintenance Charges, the Owner of Parcel 3 shall provide a credit equal to the excess amount against future Common Area Maintenance Charges payable by the applicable Parcel Owner.

(ii) As used herein, the term "Pro Rata Share" shall mean the percentage resulting from a fraction, the numerator of which is the total square footage of the land area within each of Parcel 1, Parcel 2, Parcel 3, Parcel 4 and Parcel 5 (if used for Retail Uses), as the case may be, and the denominator of which is the total square footage of the land area then located on Parcel 1, Parcel 2, Parcel 3, Parcel 4 and Parcel 5.

f. Notwithstanding the foregoing, in no event shall any repairs, alterations or relocations of the Facilities, Parcel 5 Detention Facility, Parking Areas or Lines take place (a) during the months of November through December of any calendar year except in the event of an emergency, or (b) after 4:00 PM Monday through Friday, or on Saturday or Sunday except in the event of an emergency.

g. If a Parcel Owner fails or refuses to so maintain, repair or restore any portion of its Parcel or for which it is obligated to maintain, repair, or restore, the Owners of the remaining Parcels (after thirty (30) days written notice to the Owner failing to maintain, repair or restore) are hereby granted the right and license (both individually and collectively) to enter upon said portion for the purpose of providing such maintenance, repair and restoration, unless the Owner failing to maintain said portion commences such maintenance, repair or restoration within said thirty (30) day period and completes said maintenance, repair and restoration within sixty (60) days of the date of the aforesaid written notice. If the Owner of a Parcel fails to maintain, repair and restore a portion of a Parcel it is responsible to maintain, repair or restore, creating or permitting a dangerous or hazardous condition to exist, the Owners of the remaining Parcels shall have the right to maintain, repair, or restore said dangerous or hazardous portion immediately after giving notice to the Owner obligated to maintain said portion. In the event an Owner shall undertake such maintenance, repair or restoration which another Owner is obligated to undertake, the Owner undertaking such maintenance, repair, or restoration shall have all of the rights and remedies provided in Paragraph 6 hereof.

4. Indemnity. Each Owner, with respect to its use of any portion of (a) the Access Area situated on the Parcel of another Owner, and (b) as between the Owners of Parcels 1-5, the Parking Areas situated on the Parcel of any other Owner, shall assume all risks incident to such use and shall indemnify, and defend and hold the Owner of such Parcel and its Permittees harmless, from and against any loss, damage, liability, claims, cost or expense arising therefrom, including reasonable attorney's fees and expenses of litigation, except to the extent that such loss or damage is caused by the negligence of the Owner of the Parcel on which the incident giving rise to such loss or damage occurred.

5. Insurance. The Owner of each Parcel shall (or shall cause its lessee to) continuously maintain public liability insurance for the benefit of itself and its Permittees (including the Owners of the remaining Parcels and their respective Permittees), with respect to the Access Areas and Parking Areas located on its Parcel (excluding the parking areas on Parcel 6). The insurance required under this paragraph shall be issued by insurance companies of recognized financial standing licensed to provide such insurance in the State of Illinois and shall contain limits of liability generally maintained by prudent

Owners of similar property, but in no event less than \$3,000,000 for death or personal injury and \$500,000 for property damage. Each Owner shall also provide certificates or other customary evidence of such insurance and evidence of payment of insurance premiums to the remaining Owner upon request therefore.

6. Remedies. In the event that an Owner of any Parcel ("Defaulting Owner") shall fail to perform any of its obligations hereunder, including but not limited to maintaining, repairing and restoring the Facilities, Lines, Access Areas, Parcel 5 Detention Facilities and Parking Areas to which they are obligated to maintain, repair or restore, the non-defaulting Owners ("Non-Defaulting Owners") shall have the right to perform the obligations of the Defaulting Owner and to demand reimbursement from the Defaulting Owner. If the Defaulting Owner fails to reimburse the Non-Defaulting Owners within ten (10) business days of written demand or shall otherwise fail to perform its obligations within said ten (10) business day period, the Non-Defaulting Owners shall have all such rights and remedies to enforce collection or performance as shall be provided or permitted by law from time to time including, without limitation, the right to invoke one or more of the following remedies:

a. Institute suit against the Defaulting Owner to enforce collection of the amounts advanced by the Non-Defaulting Owners pursuant hereto, together with interest thereon at the highest lawful rate permitted by the laws of Illinois and reasonable costs and attorney's fees;

b. Record against title to the Parcel owned by the Defaulting Owner a notice of lien, which will constitute a lien in favor of the Non-Defaulting Owners on the interest of the Non-Defaulting Owners and which may be foreclosed by the Non-Defaulting Owners in proceedings in the nature of a mortgage foreclosure, with all of the rights and remedies afforded by the laws of the State of Illinois to secured creditors in such proceedings, provided, however, that any such lien shall be subordinate and subject to any first mortgage upon the Parcel owned by the Defaulting Owner; and

c. Institute suit in equity to the extent permitted by law to compel compliance with the terms and conditions of this Declaration and/or for such other relief as may be appropriate.

The aforementioned remedies shall be deemed to be cumulative and the Non-Defaulting Owner shall not be required to exhaust any one of such remedies prior to commencing to exercise another.

7. Condemnation. To the extent that any portion of a Parcel is taken under the right of eminent domain or by sale in lieu thereof, the easements and obligations created by this Declaration shall cease with respect thereto. All remaining portions of the Parcels shall remain subject to this Declaration.

8. Additional Grant of Sign Easement.

a. The Parcel 2 Owner hereby grants an easement on Parcel 2 to the Owners of Parcels 1-4 to maintain, repair, replace, and use (i) the electric illuminated theatre pylon sign existing as of the date of this Declaration at the approximate location shown on the survey attached hereto as Exhibit D for the purpose of advertising the business of the Theatre Premises located on Parcel 4 and, if permitted by the theatre occupant in accordance with the terms of its lease, one other occupant of Parcel 4 (the "Parcel 4 Sign"), and (ii) the other electric illuminated roadside sign existing as of the date of this Declaration for the purpose of advertising the businesses located on Parcel 1, Parcel 2 and Parcel 3 and to the extent approved by the Owner of Parcel 3, Parcel 5 if used for Retail Uses, together with the electric flood lights illuminating said sign, said sign and flood lights to be located at the approximate locations shown on the survey

attached hereto as Exhibit D (the "Multi-Tenant Sign"). Said easement shall (a) be for the exclusive benefit of the Owners of Parcels 1-4 and their lessees, (b) be perpetual, and (c) shall include such easements as are reasonably necessary over Parcel 2 for the purpose of enabling the Owners of Parcels 1-4 and their lessees to have access to the Parcel 4 Sign and the Multi-Tenant Sign, to maintain and service the Parcel 4 Sign and the Multi-Tenant Sign and to insure the continued availability of power to the Parcel 4 Sign and the Multi-Tenant Sign. Notwithstanding the provisions of Paragraph 1 hereof, the Owner of Parcel 4 shall maintain, repair, replace and restore the Parcel 4 Sign and related lighting (except to the extent the occupant of the Theatre Premises does not permit the addition of an additional sign panel by another occupant of Parcel 4, in which event the theatre occupant will be responsible for the maintenance, repair, replacement and restoration of the Parcel 4 Sign), and the Owner of Parcel 3 shall maintain, repair, replace and restore the Multi-Tenant Sign and related lighting, at their respective expense, in a safe and secure condition and in compliance with all applicable laws, ordinances, rules and regulations and is hereby granted the right and license to enter upon Parcel 2 for the purpose of providing such maintenance, repair and restoration.

b. If the Owners of Parcel 4 and Parcel 3 fails or refuses to so maintain, repair or restore the Parcel 4 Sign or the Multi-Tenant Sign, respectively, or the related lighting, and if such failure creates or permits a dangerous or hazardous condition to exist, the Owner of Parcel 2 shall have the right to maintain, repair or restore said dangerous or hazardous condition immediately after giving notice to the Owners of Parcel 4 and Parcel 3, and/or in such case the Owner of Parcel 2 shall have the rights and remedies provided in Paragraph 6 hereof.

c. Notwithstanding the provisions of Paragraph 7 hereof, to the extent that a portion of Parcel 2 is taken under the right of eminent domain or by sale in lieu thereof, which taking affects the location of the Parcel 4 Sign or the Multi-Tenant Sign and/or related lighting, the Parcel 4 Sign or the Multi-Tenant Sign and/or related lighting may be relocated on Parcel 2 by the Owners of Parcel 4 and Parcel 3, as the case may be, to a new location as close as possible to the locations thereof indicated on Exhibit D attached hereto, and the Owners of Parcel 4 and Parcel 3 shall have the same easements and rights with respect to such new location as are provided herein. The Owners of Parcel 4 and Parcel 3 shall pay all costs in connection with such relocation of the applicable sign, and may make a claim in any condemnation proceeding for such relocation costs, provided that the same do not decrease the award for the taking that is payable to the Owner of Parcel 2.

9. Restricted Uses.

a. In no event shall any Owner, (i) lease or permit the occupancy of any premises located on any Parcel for any of the following uses: (a) funeral home; (b) bookstore or other business engaged in selling, exhibiting or delivering pornographic or obscene materials; (c) so-called "head shop;" (d) bowling alley on Parcel 4; (e) skating rink; (f) health club or exercise facility on Parcel 4; (g) a sit-down table-service restaurant on Parcel 4; or (h) live music on Parcel 4; or (ii) advertise or promote, or permit the advertising or promotion, of any movie or motion picture on any advertising or promotional media within the common areas of a Parcel or on the exterior of any building on a Parcel (excluding the Theatre Premises on Parcel 4) which is directed toward customers of the Parcels, including, but not limited to, print and electronic media, such as billboards, banners, pylon signs, public address systems, information kiosks, touch screen computerized advertising kiosks, closed-circuit television stations and any other advertising or promotional media as the same may now or in the future exist.

b. No Owner shall permit the operation of a movie theatre (as the movie theatre concept may expand, change and/or evolve over time through technology or otherwise with the evolution of the movie theatre industry) within any Parcel, other than with the premises on Parcel 4 shown as the "Theatre Premises" on Exhibit F (the "Theatre Premises"). The foregoing restriction shall not prohibit (a) the operation of a single screen auditorium containing not more than 100 seats for the viewing of children focused short films or videos in any format (other than large format) (the "Permitted Children's Films") within a children focused entertainment facility comparable to that operated by "Chuck E Cheese" as of the date of this Declaration (a "Children's Entertainment Facility") provided that (i) the Permitted Children's Films are intended for children generally, but not exclusively, under the age of twelve (12) years, (ii) there is no admission charge or fee for the viewing of the Permitted Children's Films separate from the cost of admission to the applicable Children's Entertainment Facility, and (iii) the applicable Children's Entertainment Facility does not show "first run" films or videos or re-releases of "first-run" films or videos that are commonly known as major motion picture studio presentations or otherwise have been or are contemplated to be released or re-released for commercial, nationwide theatrical distribution to the paying general public, and (b) the operation of a restaurant on Parcel 6 containing multiple television screens from displaying on such television screens (i) sporting events with or without charges to such restaurant's customers at such restaurant's discretion, or (ii) other programming available via cable or satellite service without charge to such restaurant's customers, but in no event shall such restaurant show "first run" films or videos or re-releases of "first-run" films or videos that are commonly known as major motion picture studio presentations or otherwise have been or are contemplated to be released or re-released for commercial, nationwide theatrical distribution to the paying general public.

c. No Owner shall permit a tenant or occupant of a Parcel, specifically excluding Parcel 6, that occupies less than or equal to 8,000 rentable square feet from operating a restaurant, a restaurant/bar, or a bar on a Parcel, that (each are independent restrictions): (i) is a sports-themed restaurant or sports bar; (ii) exhibits more than eight (8) television screens (or other types of viewing screens) for public viewing; and/or (iii) offers more than ten (10) different beer taps (collectively, the "Sports Theme Uses"); provided, the foregoing restrictions on the Sports Theme Uses shall terminate and thereafter be null and void, in the event the tenant or occupant of Parcel 6 ceases to use Parcel 6 for the Sports Theme Use, excluding such times as a business on Parcel 6 is temporarily closed due to force majeure, government ordered closing, fire or other casualty or remodeling (not to exceed 180 days). Further, so long as Parcel 6 is being operated as a sports themed restaurant and bar, then no Parcel, regardless of the square footage of the occupant, shall be operated as a restaurant with a trade name that includes the words "Ale House" within the name or under any one of the following brands: Bar Louie, BJ's Restaurant and Brewhouse, Brickhouse, Buffalo Wild Wings, Carolina Ale House, Champps, Green Turtle, Hooters, Quaker Steak & Lube, Rock Bottom Brewery, Taco Mac, TGI Friday's, Tilted Kilt, Twin Peaks, Wingstop, Wing House, World of Beers, Yard House.

10. Parcel 5 Development. Any building constructed on Parcel 5 will have its main entrance facing West and shall not exceed one-story and contain no more than 18,000 square feet of Floor Area. At any time that the Theatre Premises is open for business, the Owners of Parcel 4 and Parcel 5 will cause all construction work on Parcel 4 and Parcel 5 (excluding construction performed by the occupant of the Theatre Premises), including construction in connection with the proposed police station on Parcel 5 and the Parcel 5 Detention Facilities, to be performed only between the hours of 6:00 AM and 4:00 PM, Monday through Friday (and not on Saturday or Sunday) and in a manner which minimizes interference with the operation of the Theatre Premises and the use of the common areas within Parcel 4. The Owners of Parcel 4 and Parcel 5 estimate that it will take approximately 60 days to construct the Parcel 5

Detention Facilities and the Owners of Parcel 4 and Parcel 5 will coordinate with the tenant of the Theatre Premises the timing of the construction of the Parcel 5 Detention Facilities so that the Parcel 5 Detention Facilities will be constructed in a non-peak attendance season for the Theatre Premises mutually agreed upon by the tenant of the Theatre Premises and the Owners of Parcel 4 and Parcel 5.

11. Future Buildings. The Owners of Parcel 1, Parcel 2 and Parcel 3 shall be permitted to construct and/or reconfigure buildings and improvements on such Parcel as reflected on the site plans attached as Exhibit G ("Future Building Areas") without the approval of the other Owners, so long as commercially reasonable access is maintained across the Common Areas and the Center shall continue to comply with the Car Parking Ratio.

12. Notices. Any and all notices required or permitted hereunder shall be in writing and delivered by first class mail, postage prepaid, certified or registered, return receipt requested, or by nationally recognized overnight carrier (e.g., Federal Express) at the last known business address of the Owner to receive such notice, or to such other address as such Owner may designate in writing in accordance with this paragraph. Notices shall be deemed delivered or received two business days after deposit in the United States mail as aforesaid, or upon receipt if sent by overnight carrier.

13. Covenants Running with Land. The rights, benefits and easements hereby granted, the obligations and restrictions hereby imposed, and the agreements herein contained are appurtenant to and shall run with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors, and assigns, including, but without limitation, all subsequent Owners of the Parcels.

14. No Merger. It is the intention of the Owners that no easement or right granted pursuant hereto shall merge or be terminated by virtue of the fact that any of the Parcels are or may be under common Ownership at any time, and should any party now own or hereafter acquire the ownership of one or more Parcels, then unless a contrary intent is manifested by such party as evidenced by an appropriate document duly recorded, no easement or right granted hereby shall merge or be eliminated by virtue of such common ownership.

15. Amendment. This instrument may be amended or modified only by a duly recorded written instrument executed by the Owners of all of the Parcels provided that such instrument has been approved in writing by the then holders of the first mortgages (if any) encumbering the Parcels.

16. Counterparts. This Declaration may be executed in any number of identical counterparts, all of which, when taken together, will constitute the same instrument.

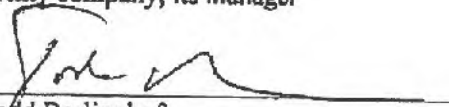
[EXECUTION PAGE FOLLOW]

IN WITNESS WHEREOF, the Owners have executed this Declaration as of the day and year first above written.

**PARCEL 1-4 OWNER:**

**HAMHIC LLC**, an Illinois limited liability company

By: **HP NORRIDGE LLC**, an Illinois limited liability company, its manager

By:   
Name: Todd Berlinghof  
Title: Managing Member

**PARCEL 5 OWNER:**

**VILLAGE OF NORRIDGE**

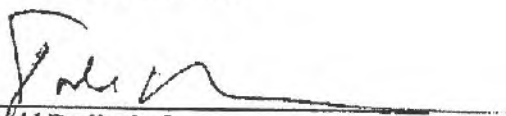
By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Village Clerk

**PARCEL 6 OWNER:**

**AGATITE PARTNERS LLC**,  
an Illinois limited liability company

By: **ML COOKIE LLC**, its manager

By:   
Name: Todd Berlinghof  
Title: Managing Member



IN WITNESS WHEREOF, the Owners have executed this Declaration as of the day and year first above written.

**PARCEL 1-4 OWNER:**

**HAMHIC LLC**, an Illinois limited liability company

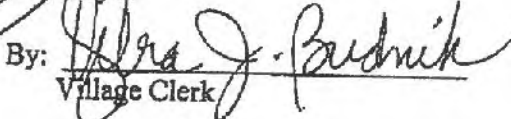
By: **HP NORRIDGE LLC**, an Illinois limited liability company, its manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: **Managing Member**

**PARCEL 5 OWNER:**

**VILLAGE OF NORRIDGE**

By:   
Mayor

By:   
Village Clerk

**PARCEL 6 OWNER:**

**AGATTE PARTNERS LLC**,  
an Illinois limited liability company

By: **HP NORRIDGE LLC**, its manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: **Managing Member**

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF LAKE )

I, Glenn Garfinkel, a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Todd Berlinghof, as Managing Member of ML COOKIE LLC, the manager of AGATITE PARTNERS LLC, an Illinois limited liability company, personally known to me, appeared before me this day in person and acknowledged that he signed and delivered the said document on behalf of the trust and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 19th day of

July, 2016  
"OFFICIAL SEAL"  
GLENN GARFINKEL  
Notary Public, State of Illinois  
My Commission Expires 7/6/2020  
NOTARY PUBLIC

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF LAKE )

I, Glenn Garfinkel, a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Todd Berlinghof, as Managing Member of HP NORRIDGE LLC, the manager of HAMHIC LLC, an Illinois limited liability company, personally known to me, appeared before me this day in person and acknowledged that he signed and delivered the said document on behalf of the trust and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 19th day of  
July, 2016  
"OFFICIAL SEAL"  
GLENN GARFINKEL  
Notary Public, State of Illinois  
My Commission Expires 7/6/2020  
NOTARY PUBLIC

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ limited liability company, personally known to me, appeared before me this day in person and acknowledged that he signed and delivered the said document on behalf of the trust and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this \_\_\_\_ day of \_\_\_\_\_, 2016

NOTARY PUBLIC

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ limited liability company, personally known to me, appeared before me this day in person and acknowledged that he signed and delivered the said document on behalf of the trust and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this \_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

I, Murray J. Lewison, a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT James Chmura, as President and Debra J. Budnik, as Village Clerk of the Village of Norridge, a municipal corporation, personally known to me, appeared before me this day in person and acknowledged that he signed and delivered the said document on behalf of the trust and as his free and voluntary act, for the uses and purposes therein set forth.



GIVEN under my hand and seal, this 12<sup>th</sup> day of July, 2016

Murray J. Lewison  
NOTARY PUBLIC

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ limited liability company, personally known to me, appeared before me this day in person and acknowledged that he signed and delivered the said document on behalf of the trust and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this \_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
NOTARY PUBLIC

CONSENT

The PrivateBank and Trust Company, an Illinois state chartered bank ("The PrivateBank and Trust Company"), as holder of (a) that certain Construction Mortgage, Security Agreement, Assignment of Rents and Leases, and Fixture Filing dated July 22, 2016 and recorded as Document 1620941072 made by HAMHIC LLC, an Illinois limited liability company ("HAMHIC"), and (b) that certain Construction Mortgage, Security Agreement, Assignment of Rents and Leases, and Fixture Filing dated July 22, 2016 and recorded as Document 1620941073 made by Agatite Partners LLC, an Illinois limited liability company ("Agatite"), hereby consents to the execution and recording of the Amended and Restated Declaration of Easements and agrees that, subject to Section 6 of the Amended and Restated Declaration of Easements, the lien of said mortgages are subject and subordinate thereto.

Any and all notices provided (or required to be provided) to Agatite or HAMHIC under the Amended and Restated Declaration of Easements shall be simultaneously provided to The PrivateBank and Trust Company at the address set forth below and in accordance with the methods set forth in Section 12 of the Amended and Restated Declaration of Easements. Further, any amendment to the Amended and Restated Declaration of Easements shall be subject to the prior written consent of The PrivateBank and Trust Company, as required by Section 15 of the Amended and Restated Declaration of Easements.

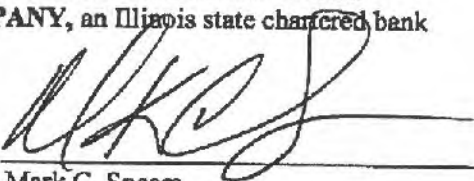
Notice Address of The PrivateBank and Trust Company:

The PrivateBank and Trust Company  
120 S. La Salle Street  
Chicago, IL 60603  
Attention: Agatite Partners LLC/Mark C. Spears

[signature page follows]

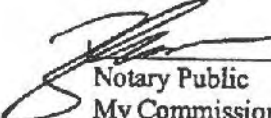
Dated: \_\_\_\_\_, 2016

**THE PRIVATEBANK AND TRUST  
COMPANY, an Illinois state chartered bank**

By:   
Name: Mark C. Spears  
Its: Managing Director

STATE OF ILLINOIS     )  
                                  ) ss.:  
COUNTY OF COOK     )

On the 20 day of July in the year 2016 before me, the undersigned, personally appeared Mark C. Spears personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity as Managing Director of THE PRIVATEBANK AND TRUST COMPANY, that by his signature on the instrument, the individual executed the instrument.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 1/6/19

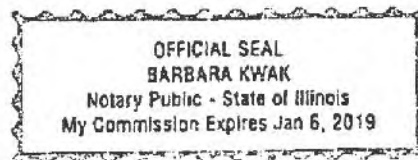


EXHIBIT A

LEGAL DESCRIPTION OF PARCELS 1 - 4

**PARCEL 1:**

THAT PART OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 33 FEET THEREOF TAKEN FOR OKETO AVENUE, AND EXCEPT THAT PART CONDEMNED IN PROCEEDINGS IN THE CIRCUIT COURT OF COOK COUNTY, IN CASE NUMBER 99L50494), BOUNDED AND DESCRIBED AS: COMMENCING AT A POINT ON THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, 202.49 FEET WEST OF THE NORTHEAST CORNER OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 02 DEGREES 17 MINUTES 48 SECONDS EAST, BEING AN ASSUMED BEARING FOR THE PURPOSE OF THIS LEGAL DESCRIPTION, 171.88 FEET TO THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION; THENCE NORTH 87 DEGREES 57 MINUTES 39 SECONDS EAST, 105.10 FEET; THENCE SOUTH 02 DEGREES 02 MINUTES 21 SECONDS EAST, 138.23 FEET; THENCE SOUTH 87 DEGREES 42 MINUTES 43 SECONDS WEST, 104.50 FEET; THENCE NORTH 02 DEGREES 17 MINUTES 17 SECONDS WEST, 138.68 FEET TO THE POINT OF BEGINNING, COOK COUNTY, ILLINOIS.

Street Address: 4510-4520 N. Harlem Avenue, Norridge, IL 60706

PIN: 12-13-222-003-000 and 12-13-222-004-000

**PARCEL 2:**

THAT PART OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 33 FEET THEREOF TAKEN FOR OKETO AVENUE, AND EXCEPT THAT PART CONDEMNED IN PROCEEDINGS IN THE CIRCUIT COURT OF COOK COUNTY, IN CASE NUMBER 99L50494), BOUNDED AND DESCRIBED AS: BEGINNING AT A POINT OF INTERSECTION OF THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 WITH A LINE BEING 33.00 FEET WEST OF AND PARALLEL WITH (AS MEASURED PERPENDICULAR THERETO) THE EAST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13; THENCE SOUTH 00 DEGREES 05 MINUTES 23 SECONDS WEST, ALONG SAID LAST DESCRIBED PARALLEL LINE, BEING AN ASSUMED BEARING FOR THE PURPOSE OF THIS LEGAL DESCRIPTION, 96.30 FEET; THENCE SOUTH 87 DEGREES 42 MINUTES 12 SECONDS WEST, 217.50 FEET; THENCE NORTH 02 DEGREES 17 MINUTES 48 SECONDS WEST, 96.22 FEET, TO AN INTERSECTION WITH THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE

SOUTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE NORTH 87 DEGREES 42 MINUTES 12 SECONDS EAST, ALONG SAID LAST DESCRIBED NORTH LINE, 221.51 FEET TO THE POINT OF BEGINNING, COOK COUNTY, ILLINOIS.

Street Address: 4510-4520 N. Harlem Avenue, Norridge, IL 60706

PIN: 12-13-222-003-000 and 12-13-222-004-000

**PARCEL 3:**

THAT PART OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 33 FEET THEREOF TAKEN FOR OKETO AVENUE, AND EXCEPT THAT PART CONDEMNED IN PROCEEDINGS IN THE CIRCUIT COURT OF COOK COUNTY, IN CASE NUMBER 99L50494), LYING EAST AND SOUTH OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, 503 FEET WEST OF THE NORTHEAST CORNER OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, 162.00 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, 47.0 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, 168.44 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 THAT IS 550.0 FEET WEST OF THE SOUTHEAST CORNER OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4,

-- EXCEPTING THEREFROM --

THAT PART OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 33 FEET THEREOF TAKEN FOR OKETO AVENUE, AND EXCEPT THAT PART CONDEMNED IN PROCEEDINGS IN THE CIRCUIT COURT OF COOK COUNTY, IN CASE NUMBER 99L50494), BOUNDED AND DESCRIBED AS: COMMENCING AT A POINT ON THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, 202.49 FEET WEST OF THE NORTHEAST CORNER OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 02 DEGREES 17 MINUTES 48 SECONDS EAST, BEING AN ASSUMED BEARING FOR THE PURPOSE OF THIS LEGAL DESCRIPTION, 171.88 FEET TO THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION; THENCE NORTH 87 DEGREES 57 MINUTES 39 SECONDS EAST, 105.10 FEET; THENCE SOUTH 02 DEGREES 02 MINUTES 21 SECONDS EAST, 138.23 FEET; THENCE SOUTH 87 DEGREES 42 MINUTES 43 SECONDS

WEST, 104.50 FEET; THENCE NORTH 02 DEGREES 17 MINUTES 17 SECONDS WEST, 138.68 FEET TO THE POINT OF BEGINNING,

--- ALSO EXCEPTING THEREFROM ---

THAT PART OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 33 FEET THEREOF TAKEN FOR OKETO AVENUE, AND EXCEPT THAT PART CONDEMNED IN PROCEEDINGS IN THE CIRCUIT COURT OF COOK COUNTY, IN CASE NUMBER 99L50494), BOUNDED AND DESCRIBED AS: BEGINNING AT A POINT OF INTERSECTION OF THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 WITH A LINE BEING 33.00 FEET WEST OF AND PARALLEL WITH (AS MEASURED PERPENDICULAR THERETO) THE EAST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13; THENCE SOUTH 00 DEGREES 05 MINUTES 23 SECONDS WEST, ALONG SAID LAST DESCRIBED PARALLEL LINE, BEING AN ASSUMED BEARING FOR THE PURPOSE OF THIS LEGAL DESCRIPTION, 96.30 FEET; THENCE SOUTH 87 DEGREES 42 MINUTES 12 SECONDS WEST, 217.50 FEET; THENCE NORTH 02 DEGREES 17 MINUTES 48 SECONDS WEST, 96.22 FEET, TO AN INTERSECTION WITH THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE NORTH 87 DEGREES 42 MINUTES 12 SECONDS EAST, ALONG SAID LAST DESCRIBED NORTH LINE, 221.51 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Street Address: 4510-4520 N. Harlem Avenue, Norridge, IL 60706

PIN: 12-13-222-003-000 and 12-13-222-004-000

**PARCEL 4:**

THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 33 FEET THEREOF TAKEN FOR OKETO AVENUE, AND EXCEPT THAT PART CONDEMNED IN PROCEEDINGS IN THE CIRCUIT COURT OF COOK COUNTY, IN CASE NUMBER 99L50494), ALSO EXCEPTING THEREFROM:

THAT PART LYING EAST AND SOUTH OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, 503 FEET WEST OF THE NORTHEAST CORNER OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, 162.00 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, 47.0 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, 168.44 FEET



TO A POINT ON THE SOUTH LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 THAT IS 550.0 FEET WEST OF THE SOUTHEAST CORNER OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, ALSO EXCEPTING THEREFROM:

THAT PART OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER THEREOF, THENCE NORTH 87 DEGREES 42 MINUTES 12 SECONDS EAST, BEING AN ASSUMED BEARING FOR THE PURPOSES OF THIS LEGAL DESCRIPTION, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, 33.03 FEET TO AN INTERSECTION WITH A LINE BEING 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, AS MEASURED PERPENDICULAR TO SAID WEST LINE; THENCE SOUTH 00 DEGREES 02 MINUTES 24 SECONDS WEST, ALONG SAID LAST DESCRIBED PARALLEL LINE, 20.49 FEET TO THE POINT OF BEGINNING OF THIS EXCEPTION LEGAL DESCRIPTION; THENCE NORTH 87 DEGREES 42 MINUTES 12 SECONDS EAST, ALONG A LINE BEING PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, 200.42 FEET; THENCE SOUTH 02 DEGREES 17 MINUTES 48 SECONDS EAST, 123.00 FEET; THENCE SOUTH 87 DEGREES 42 MINUTES 12 SECONDS WEST, ALONG A LINE BEING PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, 205.44 FEET TO AN INTERSECTION WITH A LINE BEING 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, AS MEASURED PERPENDICULAR TO SAID WEST LINE; THENCE NORTH 00 DEGREES 02 MINUTES 24 SECONDS EAST, ALONG SAID LAST DESCRIBED PARALLEL LINE, 123.10 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Street Address: 4510 - 4520 N. Harlem Avenue, Norridge, IL 60706

PIN: 12-13-222-003-000 and 12-13-222-004-000

EXHIBIT B

LEGAL DESCRIPTION OF PARCEL 5

THAT PART OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER THEREOF, THENCE NORTH 87 DEGREES 42 MINUTES 12 SECONDS EAST, BEING AN ASSUMED BEARING FOR THE PURPOSES OF THIS LEGAL DESCRIPTION, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, 33.03 FEET TO AN INTERSECTION WITH A LINE BEING 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, AS MEASURED PERPENDICULAR TO SAID WEST LINE; THENCE SOUTH 00 DEGREES 02 MINUTES 24 SECONDS WEST, ALONG SAID LAST DESCRIBED PARALLEL LINE, 20.49 FEET TO THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION; THENCE NORTH 87 DEGREES 42 MINUTES 12 SECONDS EAST, ALONG A LINE BEING PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, 200.42 FEET; THENCE SOUTH 02 DEGREES 17 MINUTES 48 SECONDS EAST, 123.00 FEET; THENCE SOUTH 87 DEGREES 42 MINUTES 12 SECONDS WEST, ALONG A LINE BEING PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, 205.44 FEET TO AN INTERSECTION WITH A LINE BEING 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, AS MEASURED PERPENDICULAR TO SAID WEST LINE; THENCE NORTH 00 DEGREES 02 MINUTES 24 SECONDS EAST, ALONG SAID LAST DESCRIBED PARALLEL LINE, 123.10 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Street Address: 4510 N. Harlem Avenue, Norridge, IL 60706

PIN: 12-13-222-003-000

EXHIBIT C

LEGAL DESCRIPTION OF PARCEL 6

THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT A POINT ON THE EAST LINE, 470.40 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION; THENCE WEST AND PARALLEL TO THE SOUTH LINE 465.35 FEET; THENCE NORTH 190.44 FEET TO A POINT ON THE NORTH LINE; THENCE EAST 473.22 FEET TO THE NORTHEAST CORNER OF PROPERTY; THENCE SOUTH ALONG THE EAST LINE 190.60 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART IN HARLEM AVENUE ALSO EXCEPTING THEREFROM THAT PART TAKEN BY THE DEPARTMENT OF TRANSPORTATION IN CASE 99L50586), IN COOK COUNTY, ILLINOIS.

Street Address: 4474 N. Harlem Avenue, Norridge, IL 60706

PIN: 12-13-222-018-000

EXHIBIT D

LOCATION OF THEATRE SIGN AND MULTI-TENANT SIGN

See Attached

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_



EXHIBIT E

PARCEL 5 DETENTION FACILITIES

A concrete or plastic structure that will be placed underground to which storm water will drain into and then slowly be discharged into the storm water drain.

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

EXHIBIT E-1

LOCATION OF PARCEL 5 DETENTION FACILITIES

See Attached

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

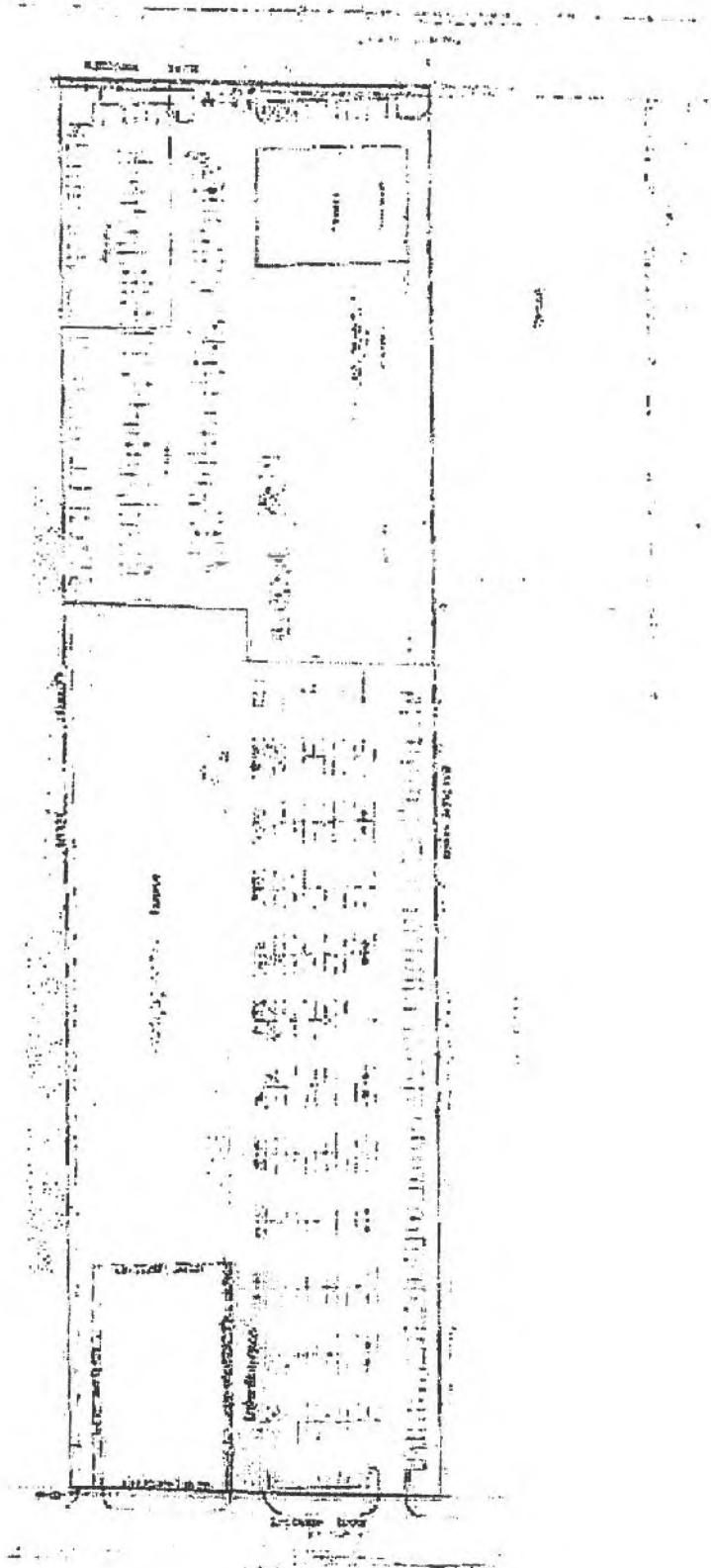




EXHIBIT F

LOCATION OF THEATRE PREMISES

See Attached

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

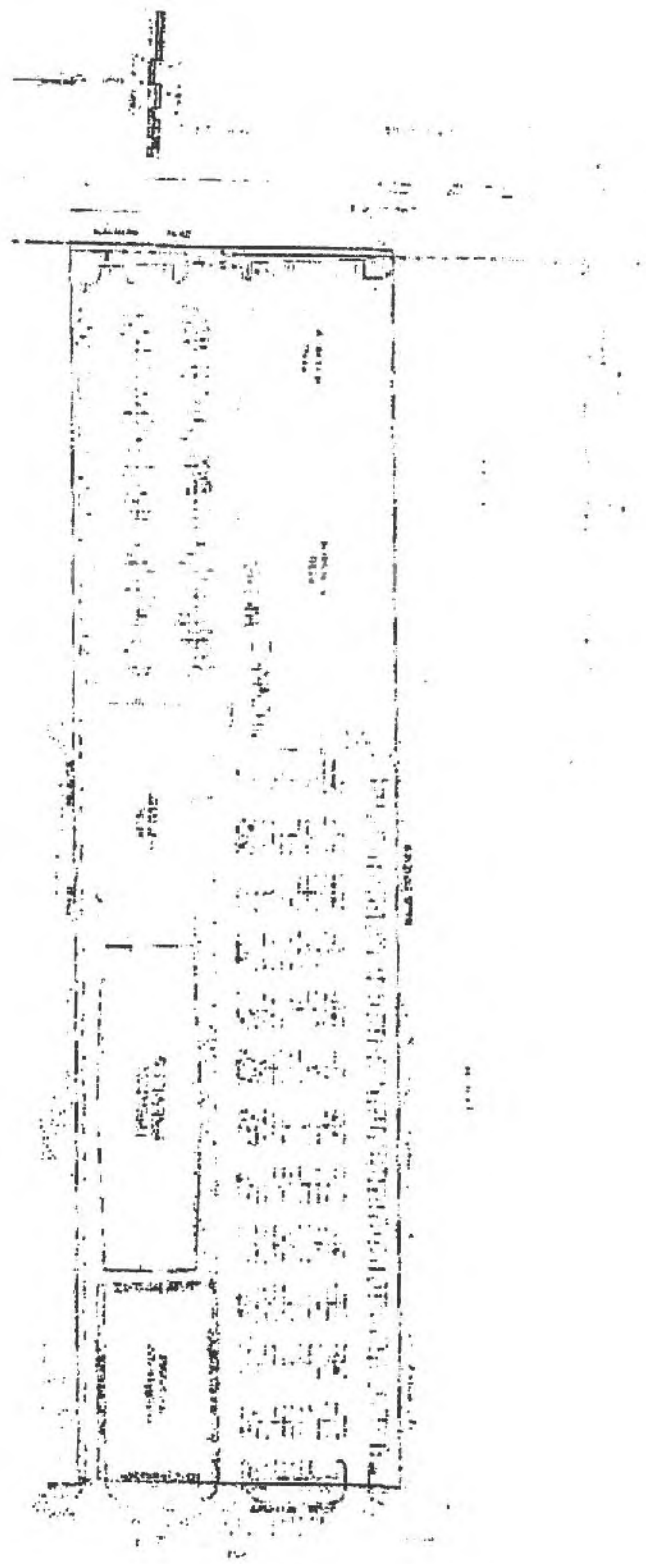
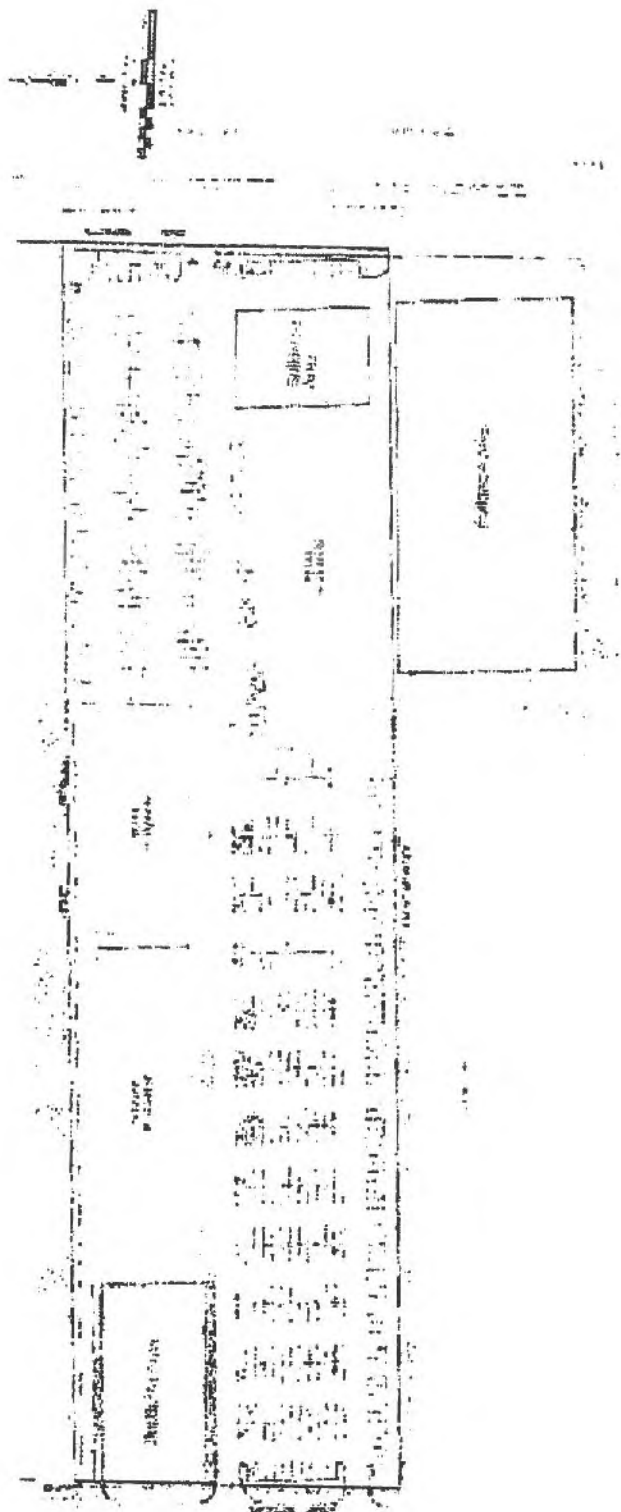


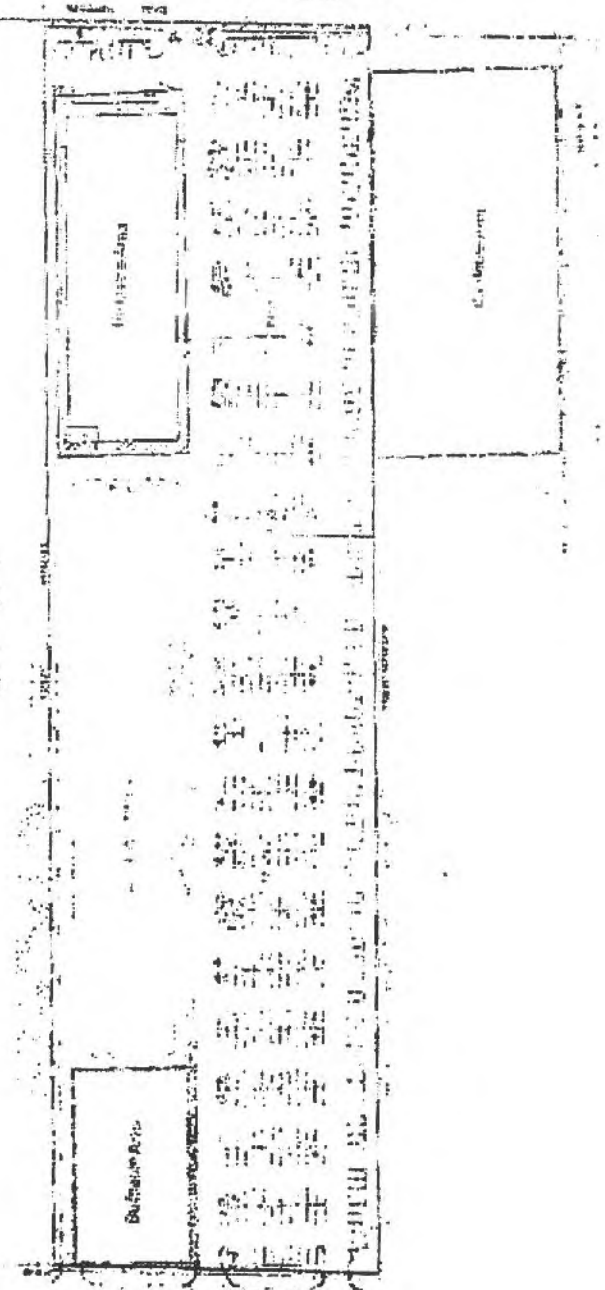
EXHIBIT G

ALTERNATIVE PARCEL 1, PARCEL 2 AND PARCEL 3 SITE PLANS

See Attached

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_





THIS DOCUMENT WAS  
PREPARED BY AND AFTER  
RECORDING RETURN TO:

Gregory E. Fix, Esq.  
The Harlem Irving Companies, Inc.  
4104 North Harlem Avenue  
Norridge, Illinois 60706

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Above space for Recorder's use only

**FIRST AMENDMENT TO AMENDED  
AND RESTATED DECLARATION OF  
EASEMENTS**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF EASEMENTS (this "First Amendment") is made as of the 8<sup>th</sup> day of May, 2018 ("Effective Date") by and between HAMHIC LLC, an Illinois limited liability company ("Parcel 1 - 4 Owner"), VILLAGE OF NORRIDGE, an Illinois municipal corporation ("Parcel 5 Owner") and AGATITE PARTNERS LLC, an Illinois limited liability company ("Parcel 6 Owner"). Parcel 1-4 Owner, Parcel 5 Owner and Parcel 6 Owner are collectively called the "Parties," either of them being called a "Party" when there is no distinction between them

**RECITALS**

- A. Parcel 1 - 4 Owner, Parcel 5 Owner and Parcel 6 Owner have heretofore executed that certain Amended and Restated Declaration of Easements dated July 22, 2016 and recorded with the Cook County Recorder of Deeds on July 27, 2016 as Document No. 1620941074 (the "REA"), which REA creates certain rights, privileges, obligations duties and easements upon the respective Parcels.
- B. The REA encumbers the parcels legally described on Exhibit A attached to and made a part of this First Amendment.
- C. Section 15 of the REA provides that the REA may not be modified in any respect whatsoever, in whole or in part, except with the consent of all of the Owners of all of the Parcels, provided that such instrument has been approved in writing by the then holders of the first mortgages (if any) encumbering the Parcels.

- D. Parcel 1 – 4 Owner, Parcel 5 Owner and Parcel 6 Owner desire to amend the REA as hereinafter set forth.

NOW THEREFORE, for and in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. Incorporation. The foregoing Recitals are hereby incorporated into this First Amendment as if fully set forth herein. Capitalized terms used in this First Amendment which are not otherwise defined herein or otherwise amended herein shall have the meanings ascribed to such terms in the REA.
2. Amendment to Sections 2.b.(ii) and (iii). Section 2 of the REA, captioned Voluntary Alterations – Future Building Areas, subparagraph b.(ii) and (iii), are hereby amended by deleting said Sections 2.b.(ii) and (iii) in their entirety and inserting in substitution the following provision as new Sections 2.b.(ii) and (iii):

“(ii) As to Parcel 5, upon completion of the buildings, improvements and Common Areas which may be constructed on Parcel 5, Parcel 5 shall maintain a parking ratio equal to the number of spaces required by laws and ordinances based on the applicable property use; THE INTENTION BEING in the event any building is constructed on Parcel 5, then such building shall be required to “self-park” on Parcel 5 (i.e., Parcel 5 shall contain a sufficient number of parking spaces on Parcel 5 to independently satisfy the parking requirements of applicable laws and parking demands of the use of Parcel 5). For so long as that certain Lease dated July 22, 2016 with American Multi-Cinema, Inc. is in full force and effect, (A) Parcel 5 may be used only for the following purposes: (1) common areas, (2) a police station or other governmental building, which police station or other governmental building shall not contain more than two stories and the entrance to such police station or other governmental building shall be on the north or west side of such building, or (3) retail or other commercial uses (e.g., a dentist office, an optometrist, a retail insurance agency, or a retail financial institution, but not general office purposes, a call center, an operation which operates 24 hours a day, a trade school or other school or place of instruction [except for a tutoring center (e.g., Kumon) that does not occupy greater than 5,000 square feet of leasable area], a 24 hour medical clinic, a surgical center or other medical offices [except for a dentist or optometrist as specifically permitted above], which are hereby expressly prohibited) typically found in other first-class shopping centers in the greater Chicago, Illinois metropolitan area (the “Retail Uses”), and (B) if Parcel 5 is so used for Retail Uses, then the building located on Parcel 5 and used for such permitted purposes shall not exceed one-story, and shall contain no more than 18,000 square feet of leasable area.

(iii) As to Parcels 1-4, the parking ratio for such Parcels as a whole integrated Center at least equal to the greater of (A) four (4) spaces per 1,000 square feet of leasable area in the Center, or (B) the number of spaces required by law (the "Car Parking Ratio"); it being agreed that, as of the date of this Declaration, applicable laws require (a) one parking space for every 3 seats within the movie theater to be located on Parcel 4, and (b) one parking space for every 2 seats within any restaurant (excluding any restaurant included in the movie theater on Parcel 4).

3. Restricted Uses. Section 9 of the REA, captioned Restricted Uses is hereby amended by deleting said Section 9 in its entirety and inserting in substitution the following provision as new Sections 9:

"9. Restricted Uses.

9.01. Except as otherwise provided in this Section 9.01, the following Restricted Uses shall apply to Parcels 1 thru 6 inclusive:

a. In no event shall any Owner, (i) lease or permit the occupancy of any premises located on any Parcel for any of the following uses: (a) funeral home; (b) bookstore or other business engaged in selling, exhibiting or delivering pornographic or obscene materials; (c) so-called "head shop;" (d) bowling alley on Parcel 4; (e) skating rink; (f) health club or exercise facility on Parcel 4; (g) a sit-down table-service restaurant on Parcel 4; or (h) live music on Parcel 4; or (ii) advertise or promote, or permit the advertising or promotion, of any movie or motion picture on any advertising or promotional media within the common areas of a Parcel or on the exterior of any building on a Parcel (excluding the Theatre Premises on Parcel 4) which is directed toward customers of the Parcels, including, but not limited to, print and electronic media, such as billboards, banners, pylon signs, public address systems, information kiosks, touch screen computerized advertising kiosks, closed-circuit television stations and any other advertising or promotional media as the same may now or in the future exist.

b. No Owner shall permit the operation of a movie theatre (as the movie theatre concept may expand, change and/or evolve over time through technology or otherwise with the evolution of the movie theatre industry) within any Parcel, other than with the premises on Parcel 4 shown as the "Theatre Premises" on Exhibit F (the "Theatre Premises"). The foregoing restriction shall not prohibit (a) the operation of a single screen auditorium containing not more than 100 seats for the viewing of children focused short films or videos in any format (other than large format) (the "Permitted Children's Films") within a children focused entertainment facility comparable to that operated by "Chuck E Cheese" as of the date of this Declaration (a "Children's Entertainment Facility") provided that (i) the Permitted Children's Films are intended for children generally, but not exclusively, under the age of twelve (12) years, (ii) there is no admission charge or fee for the viewing of the Permitted Children's Films separate from the cost of admission to the applicable Children's Entertainment Facility, and (iii) the applicable Children's Entertainment Facility does not show "first run" films or videos or re-releases of "first-run" films or videos that are commonly known as major motion



picture studio presentations or otherwise have been or are contemplated to be released or re-released for commercial, nationwide theatrical distribution to the paying general public, and (b) the operation of a restaurant on Parcel 6 containing multiple television screens from displaying on such television screens (i) sporting events with or without charges to such restaurant's customers at such restaurant's discretion, or (ii) other programming available via cable or satellite service without charge to such restaurant's customers, but in no event shall such restaurant show "first run" films or videos or re-releases of "first-run" films or videos that are commonly known as major motion picture studio presentations or otherwise have been or are contemplated to be released or re-released for commercial, nationwide theatrical distribution to the paying general public. .

c. No Owner shall permit a tenant or occupant of a Parcel, specifically excluding Parcel 6, that occupies less than or equal to 8,000 rentable square feet from operating a restaurant, a restaurant/bar, or a bar on a Parcel, that (each are independent restrictions): (i) is a sports-themed restaurant or sports bar; (ii) exhibits more than eight (8) television screens (or other types of viewing screens) for public viewing; and/or (iii) offers more than ten (10) different beer taps (collectively, the "Sports Theme Uses") provided, the foregoing restrictions on the Sports Theme Uses shall terminate and thereafter be null and void in the event the tenant or occupant of Parcel 6 ceases to use Parcel 6 for the Sports Theme Use, excluding such times as a business on Parcel 6 is temporarily closed due to force majeure, government ordered closing, fire or other casualty or remodeling (not to exceed 180 days). Further, so long as Parcel 6 is being operated as a sports themed restaurant and bar, then no Parcel, regardless of the square footage of the occupant, shall be operated as a restaurant with a trade name that includes the words "Ale House" within the name or under any one of the following brands: Bar Louie, BJ's Restaurant and Brewhouse, Brickhouse, Buffalo Wild Wings, Carolina Ale House, Champpps, Green Turtle, Hooters, Quaker Steak & Lube, Rock Bottom Brewery, Taco Mac, TGI Friday's, Tilted Kilt, Twin Peaks, Wingstop, Wing House, World of Beers, or Yard House.

9.02 The following additional Restricted Uses shall only be applicable only to Parcels 1, 2, 3, 4 and 6:

a. No Owner of a Parcel within 100 feet of the premises located on Parcel 1 occupied by Joanne Fabrics or its successors or assigns as of the date of this Declaration (excluding Parcel 6), shall permit a tenant or occupant of such Owner's Parcel or any portion thereof to be used as or for a bingo hall; library; sale or service of automobiles or other vehicles; bar serving alcoholic beverages except as incidental to a restaurant; animal clinic; karate; car wash; off-track betting establishment; health club or spa; night club.

b. No Owner of a Parcel shall permit a tenant or occupant of such Owner's Parcel or any portion thereof to be used for a massage parlor; discotheque; dance hall (or otherwise for musical/dance reviews or topless/nude shows); pool room (excluding upscale pool room); so-called "headshop"; gun range or gun shop; or any business or use which emits offensive odors, fumes, dust or vapors; is a public or private nuisance; emits loud noise or sounds which are objectionable; creates fire, explosive or other hazard;

warehousing, except as incidental to retail business; adult book store or store selling or exhibiting sexually explicit materials.

c. Specifically excluding the portion of Parcel 3 leased by Joann Fabrics as of the date of the Declaration (and for so long as such lease is in full force and effect), no Owner of a Parcel (excluding Parcel 6) shall permit a tenant or occupant of such Owner's Parcel or any portion thereof to be used for the sale of fabrics of all kinds, yard goods, upholstery materials, patterns, knitting supplies, needlepoint, macrame, arts and crafts, artificial flowers, yarns and all types of notions, sewing machines, sewing machine furniture, fabric care items, products, accessories and services directly related to all of the foregoing; provided, this restriction shall not apply to any department store, junior department store, or variety store in which the protected use accounts for no more than ten percent (10%) of its gross sales during any period of thirty (30) days.

4. Representations and Warranties. Each Party hereto represents and warrants to the other that it has full authority to execute this First Amendment.
5. Continued Effect. This First Amendment is deemed incorporated into and made a part of the REA as though the REA were fully set forth herein, as amended hereby, and remains in full force and effect, and without limitation of the foregoing, this First Amendment shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties.
6. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument.
7. Recording. This First Amendment shall be recorded in the office of the recorder of the county in which the Center is located.

*[remainder of page left intentionally blank; signature page follows]*

IN WITNESS WHEREOF, the Parties have executed and delivered this First Amendment to Reciprocal Easement and Operation Declaration as of the Effective Date.

Parcel 1-4 OWNER: **HAMHIC LLC, an Illinois limited liability company**

By: **OKETO LLC, an Illinois limited liability company, its manager**

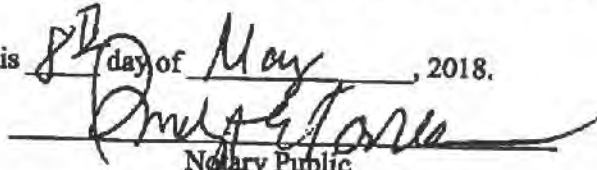
By: **The Harlem Irving Companies, Inc., its administrative manager**

By:   
Name: **Lawrence A. Gerlach**  
Title: **Vice President**

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS.



I, Bridget Torres, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Lawrence A. Gerlach, personally known to me to be the Vice President of The Harlem Irving Companies, Inc., an Illinois corporation, the administrative manager of OKETO LLC, an Illinois limited liability company, a manager of HAMHIC LLC, an Illinois limited liability company, 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 acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act on behalf of said corporation pursuant to order of the board of directors or similar governing body of said corporation on behalf of such limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8<sup>th</sup> day of May, 2018.  
  
Notary Public

IN WITNESS WHEREOF, the Parties have executed and delivered this First Amendment to Reciprocal Easement and Operation Declaration as of the Effective Date.

Parcel 5 OWNER:

VILLAGE OF NORRIDGE

By: [Signature]  
Village President

By: [Signature]  
Village Clerk

STATE OF ILLINOIS     )  
                                  )     SS.  
COUNTY OF COOK     )

I, KATHERINE M. GASEOR, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JAMES CHMURA + DEBRA J. BUDNIK personally known to me to be the VILLAGE PRESIDENT + VILLAGE CLERK of the Village of Norridge, an Illinois municipal corporation, 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 acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act on behalf of said corporation pursuant to order of the board of trustees or similar governing body of said municipality for the uses and purposes therein set forth

GIVEN under my hand and Notarial Seal this 5<sup>th</sup> day of MAY 2018.

Katherine M. Gaseor  
Notary Public

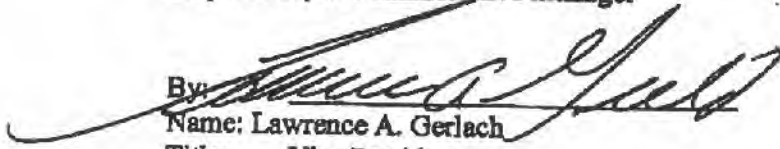


IN WITNESS WHEREOF, the Parties have executed and delivered this First Amendment to Reciprocal Easement and Operation Declaration as of the Effective Date.

Parcel 6 OWNER: AGATITE PARTNERS LLC, an Illinois limited liability company

By: HIC 1 LLC, an Illinois limited liability company, its manager

By: The Harlem Irving Companies, Inc., an Illinois corporation, its administrative manager

By:   
Name: Lawrence A. Gerlach  
Title: Vice President

STATE OF ILLINOIS )  
                                  )     SS.  
COUNTY OF COOK     )



I, Gregory E. Fix, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Lawrence A. Gerlach, personally known to me to be the Vice President of The Harlem Irving Companies, Inc., an Illinois corporation, the administrative manager of HIC 1 LLC, an Illinois limited liability company, a manager of AGATITE PARTNERS LLC, an Illinois limited liability company, 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 acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act on behalf of said corporation pursuant to order of the board of directors or similar governing body of said corporation on behalf of such limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8th day of May, 2018.

  
Notary Public

Exhibit A**Legal Description****PARCEL 1:**

THAT PART OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 33 FEET THEREOF TAKEN FOR OKETO AVENUE, AND EXCEPT THAT PART CONDEMNED IN PROCEEDINGS IN THE CIRCUIT COURT OF COOK COUNTY, IN CASE NUMBER 99L50494), BOUNDED AND DESCRIBED AS: COMMENCING AT A POINT ON THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, 202.49 FEET WEST OF THE NORTHEAST CORNER OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 02 DEGREES 17 MINUTES 48 SECONDS EAST, BEING AN ASSUMED BEARING FOR THE PURPOSE OF THIS LEGAL DESCRIPTION, 171.88 FEET TO THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION; THENCE NORTH 87 DEGREES 57 MINUTES 39 SECONDS EAST, 105.10 FEET; THENCE SOUTH 02 DEGREES 02 MINUTES 21 SECONDS EAST, 138.23 FEET; THENCE SOUTH 87 DEGREES 42 MINUTES 43 SECONDS WEST, 104.50 FEET; THENCE NORTH 02 DEGREES 17 MINUTES 17 SECONDS WEST, 138.68 FEET TO THE POINT OF BEGINNING, COOK COUNTY, ILLINOIS.

Street Address: 4510-4520 N. Harlem Avenue, Norridge, IL 60706

PIN: 12-13-222-003-000 and 12-13-222-004-000

**PARCEL 2:**

THAT PART OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 33 FEET THEREOF TAKEN FOR OKETO AVENUE, AND EXCEPT THAT PART CONDEMNED IN PROCEEDINGS IN THE CIRCUIT COURT OF COOK COUNTY, IN CASE NUMBER 99L50494), BOUNDED AND DESCRIBED AS: BEGINNING AT A POINT OF INTERSECTION OF THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 WITH A LINE BEING 33.00 FEET WEST OF AND PARALLEL WITH (AS MEASURED PERPENDICULAR THERETO) THE EAST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13; THENCE SOUTH 00 DEGREES 05 MINUTES 23 SECONDS WEST, ALONG SAID LAST DESCRIBED PARALLEL LINE, BEING AN ASSUMED BEARING FOR THE PURPOSE OF THIS LEGAL DESCRIPTION, 96.30 FEET; THENCE SOUTH 87 DEGREES 42 MINUTES 12 SECONDS WEST, 217.50 FEET; THENCE NORTH 02 DEGREES 17 MINUTES 48 SECONDS WEST, 96.22 FEET, TO AN INTERSECTION WITH THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE NORTH 87 DEGREES 42 MINUTES 12 SECONDS EAST, ALONG SAID LAST DESCRIBED NORTH LINE, 221.51 FEET TO THE POINT OF BEGINNING, COOK COUNTY, ILLINOIS.

Street Address: 4510-4520 N. Harlem Avenue, Norridge, IL 60706

PIN: 12-13-222-003-000 and 12-13-222-004-000

**PARCEL 3:**

THAT PART OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 33 FEET THEREOF TAKEN FOR OKETO AVENUE, AND EXCEPT THAT PART CONDEMNED IN PROCEEDINGS IN THE CIRCUIT COURT OF COOK COUNTY, IN CASE NUMBER 99L50494), LYING EAST AND SOUTH OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, 503 FEET WEST OF THE NORTHEAST CORNER OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, 162.00 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, 47.0 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, 168.44 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 THAT IS 550.0 FEET WEST OF THE SOUTHEAST CORNER OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4,

-- EXCEPTING THEREFROM --

THAT PART OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 33 FEET THEREOF TAKEN FOR OKETO AVENUE, AND EXCEPT THAT PART CONDEMNED IN PROCEEDINGS IN THE CIRCUIT COURT OF COOK COUNTY, IN CASE NUMBER 99L50494), BOUNDED AND DESCRIBED AS: COMMENCING AT A POINT ON THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, 202.49 FEET WEST OF THE NORTHEAST CORNER OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 02 DEGREES 17 MINUTES 48 SECONDS EAST, BEING AN ASSUMED BEARING FOR THE PURPOSE OF THIS LEGAL DESCRIPTION, 171.88 FEET TO THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION; THENCE NORTH 87 DEGREES 57 MINUTES 39 SECONDS EAST, 105.10 FEET; THENCE SOUTH 02 DEGREES 02 MINUTES 21 SECONDS EAST, 138.23 FEET; THENCE SOUTH 87 DEGREES 42 MINUTES 43 SECONDS WEST, 104.50 FEET; THENCE NORTH 02 DEGREES 17 MINUTES 17 SECONDS WEST, 138.68 FEET TO THE POINT OF BEGINNING,

--- ALSO EXCEPTING THREFROM ...

THAT PART OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD

PRINCIPAL MERIDIAN (EXCEPT THE WEST 33 FEET THEREOF TAKEN FOR OKETO AVENUE, AND EXCEPT THAT PART CONDEMNED IN PROCEEDINGS IN THE CIRCUIT COURT OF COOK COUNTY, IN CASE NUMBER 99L50494), BOUNDED AND DESCRIBED AS: BEGINNING AT A POINT OF INTERSECTION OF THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 WITH A LINE BEING 33.00 FEET WEST OF AND PARALLEL WITH (AS MEASURED PERPENDICULAR THERETO) THE EAST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13; THENCE SOUTH 00 DEGREES 05 MINUTES 23 SECONDS WEST, ALONG SAID LAST DESCRIBED PARALLEL LINE, BEING AN ASSUMED BEARING FOR THE PURPOSE OF THIS LEGAL DESCRIPTION, 96.30 FEET; THENCE SOUTH 87 DEGREES 42 MINUTES 12 SECONDS WEST, 217.50 FEET; THENCE NORTH 02 DEGREES 17 MINUTES 48 SECONDS WEST, 96.22 FEET, TO AN INTERSECTION WITH THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE NORTH 87 DEGREES 42 MINUTES 12 SECONDS EAST, ALONG SAID LAST DESCRIBED NORTH LINE, 221.51 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Street Address: 4510-4520 N. Harlem Avenue, Norridge, IL 60706

PIN: 12-13-222-003-000 and 12-13-222-004-000

**PARCEL 4:**

THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 33 FEET THEREOF TAKEN FOR OKETO AVENUE, AND EXCEPT THAT PART CONDEMNED IN PROCEEDINGS IN THE CIRCUIT COURT OF COOK COUNTY, IN CASE NUMBER 99L50494), ALSO EXCEPTING THEREFROM:

THAT PART LYING EAST AND SOUTH OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, 503 FEET WEST OF THE NORTHEAST CORNER OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, 162.00 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, 47.0 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, 168.44 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 THAT IS 550.0 FEET WEST OF THE SOUTHEAST CORNER OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, ALSO EXCEPTING THEREFROM:

THAT PART OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER THEREOF, THENCE NORTH 87 DEGREES 42 MINUTES 12 SECONDS



EAST, BEING AN ASSUMED BEARING FOR THE PURPOSES OF THIS LEGAL DESCRIPTION, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, 33.03 FEET TO AN INTERSECTION WITH A LINE BEING 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, AS MEASURED PERPENDICULAR TO SAID WEST LINE; THENCE SOUTH 00 DEGREES 02 MINUTES 24 SECONDS WEST, ALONG SAID LAST DESCRIBED PARALLEL LINE, 20.49 FEET TO THE POINT OF BEGINNING OF THIS EXCEPTION LEGAL DESCRIPTION; THENCE NORTH 87 DEGREES 42 MINUTES 12 SECONDS EAST, ALONG A LINE BEING PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, 200.42 FEET; THENCE SOUTH 02 DEGREES 17 MINUTES 48 SECONDS EAST, 123.00 FEET; THENCE SOUTH 87 DEGREES 42 MINUTES 12 SECONDS WEST, ALONG A LINE BEING PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, 205.44 FEET TO AN INTERSECTION WITH A LINE BEING 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, AS MEASURED PERPENDICULAR TO SAID WEST LINE; THENCE NORTH 00 DEGREES 02 MINUTES 24 SECONDS EAST, ALONG SAID LAST DESCRIBED PARALLEL LINE, 123.10 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Street Address: 4510 - 4520 N. Harlem Avenue, Norridge, IL 60706

PIN: 12-13-222-003-000 and 12-13-222-004-000

**PARCEL 5:**

THAT PART OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER THEREOF, THENCE NORTH 87 DEGREES 42 MINUTES 12 SECONDS EAST, BEING AN ASSUMED BEARING FOR THE PURPOSES OF THIS LEGAL DESCRIPTION, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, 33.03 FEET TO AN INTERSECTION WITH A LINE BEING 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, AS MEASURED PERPENDICULAR TO SAID WEST LINE; THENCE SOUTH 00 DEGREES 02 MINUTES 24 SECONDS WEST, ALONG SAID LAST DESCRIBED PARALLEL LINE, 20.49 FEET TO THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION; THENCE NORTH 87 DEGREES 42 MINUTES 12 SECONDS EAST, ALONG A LINE BEING PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, 200.42 FEET; THENCE SOUTH 02 DEGREES 17 MINUTES 48 SECONDS EAST, 123.00 FEET; THENCE SOUTH 87 DEGREES 42 MINUTES 12 SECONDS WEST, ALONG A LINE BEING PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, 205.44 FEET TO AN

INTERSECTION WITH A LINE BEING 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, AS MEASURED PERPENDICULAR TO SAID WEST LINE; THENCE NORTH 00 DEGREES 02 MINUTES 24 SECONDS EAST, ALONG SAID LAST DESCRIBED PARALLEL LINE, 123.10 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Street Address: 4510 N. Harlem Avenue, Norridge, IL 60706

PIN: 12-13-222-003-000

**PARCEL 6:**

THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT A POINT ON THE EAST LINE, 470.40 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION; THENCE WEST AND PARALLEL TO THE SOUTH LINE 465.35 FEET; THENCE NORTH 190.44 FEET TO A POINT ON THE NORTH LINE; THENCE EAST 473.22 FEET TO THE NORTHEAST CORNER OF PROPERTY; THENCE SOUTH ALONG THE EAST LINE 190.60 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART IN HARLEM AVENUE ALSO EXCEPTING THEREFROM THAT PART TAKEN BY THE DEPARTMENT OF TRANSPORTATION IN CASE 99L50586), IN COOK COUNTY, ILLINOIS.

Street Address: 4474 N. Harlem Avenue, Norridge, IL 60706

PIN: 12-13-222-018-000

**LENDER'S CONSENT AND SUBORDINATION**

The CIBC BANK USA, an Illinois banking corporation, mortgagee, beneficiary, assignee and secured party, as the case may be, under that certain (i) Construction Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing made by HAMHIC LLC dated July 22, 2016 and recorded July 27, 2016 as Document No. 1620941072 in the Office of the Recorder of Deeds for Cook County, Illinois, (ii) Construction Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing made by AGATITE PARTNERS LLC dated July 22, 2016 and recorded July 27, 2016 as Document No. 1620941073 in the Office of the Recorder of Deeds for Cook County, Illinois, and (iii) all other loan documents, security instruments, financing statements or other agreements documenting, evidencing or securing each of the foregoing Construction Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filings and the loans secured thereunder (collectively, the "Security Documents"), hereby, for itself and its successors and assigns, consents to all of the terms, covenants, conditions, provisions, restrictions and agreements contained in the First Amendment to Amended and Restated Declaration of Easements to which this Lender's Consent and Subordination is attached (the "First Amendment"), which amends that certain Amended and Restated Declaration of Easements dated July 22, 2016 and recorded with the Cook County Recorder of Deeds on July 27, 2016 as Document No. 1620941074 (the "REA"), and agrees that the rights, titles, interests and liens created in the Security Documents shall be deemed subject to, inferior and subordinate to all of the terms, covenants, conditions, provisions, restrictions and agreements contained in the REA, as amended by the First Amendment.

Dated: May 4, 2018

CIBC BANK USA,  
an Illinois banking corporation

By: Katelyn Brangardt  
Print Name: Katelyn Brangardt  
Title: AMD

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF COOK            )

I, Monika Sama, a Notary Public in and for said County in the State aforesaid, do hereby certify that Katelyn Brangardt the AMD of CIBC BANK USA, an Illinois banking corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such AMD, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said banking corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4<sup>th</sup> day of May, 2018.

Monika Sama  
Notary Public

My Commission Expires: 10/12/20

**Joinder and Consent by AMERICAN MULTI-CINEMA, INC.**

The undersigned, Daniel E. Ellis of AMERICAN MULTI-CINEMA, INC., a Missouri corporation ("AMC"), is one of the occupants of Parcel 4 pursuant to the lease dated July 22, 2016 as amended by the First Amendment to Lease dated September 8<sup>th</sup>, 2017 between HAMHIC LLC, an Illinois limited liability company and AMERICAN MULTI-CINEMA, INC. a Missouri corporation ("Lease").

AMC, hereby joins in and consents to the execution of the First Amendment to Amended and Restated Declaration of Easements to which this Joinder and Consent is attached (the "First Amendment"), which amends that certain Amended and Restated Declaration of Easements dated July 22, 2016 and recorded with the Cook County Recorder of Deeds on July 27, 2016 as Document No. 1620941074 (the "REA"), for purposes of satisfying the requirements of Section 8(D) of the Lease and acknowledging and agreeing to the terms of the First Amendment of the REA to which this Joinder and Consent is attached.

Dated: May 4 2018

AMERICAN MULTI-CINEMA, INC.,  
a Missouri corporation

By: Daniel E. Ellis  
Print Name: Daniel E. Ellis  
Title: Senior Vice President

STATE OF KANSAS                         )  
   ) SS.  
COUNTY OF JOHNSON                 ;

I, Cheryl L. Edlin, a Notary Public in and for said County in the State aforesaid, do hereby certify that Daniel E. Ellis, the Senior Vice President of AMERICAN MULTI-CINEMA, INC., a Missouri corporation, 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 acknowledged that he signed and delivered such 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.

Given under my hand and notarial seal this 4<sup>th</sup> day of May, 2018.

Cheryl L. Edlin  
Notary Public

My Commission Expires: May 9, 2021





## OWNER'S POLICY OF TITLE INSURANCE

Issued by

### CHICAGO TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

#### COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason by:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

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OWNER'S POLICY (2006)

POLICY NUMBER: 1401 - 008982042 - D1

- 6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
- 7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
- 8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
- 9. Title being vested other than as stated Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Issued By:

CHICAGO TITLE INSURANCE COMPANY  
10 S. LASALLE ST. 3100  
CHICAGO, IL 60603

CHICAGO TITLE INSURANCE COMPANY

Refer Inquiries To:  
(312)223-3025



By:

*Raymond R. Quirk*  
Raymond R. Quirk  
President

By:

*Michael Gravelle*  
Michael Gravelle  
Secretary

Countersigned

*[Signature]*  
Authorized Signatory

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**CHICAGO TITLE INSURANCE COMPANY**

**OWNER'S POLICY (2006)**

**SCHEDULE A**

POLICY NUMBER: 1401 - 008982042 - D1

**DATE OF POLICY:** JULY 27, 2016

**AMOUNT OF INSURANCE:** \$600,000.00

**1. NAME OF INSURED:**

VILLAGE OF NORRIDGE

**2. THE ESTATE OR INTEREST IN THE LAND THAT IS INSURED BY THIS POLICY IS:  
FEE SIMPLE, UNLESS OTHERWISE NOTED.**

**3. TITLE IS VESTED IN:**

THE INSURED

**4. THE LAND HEREIN DESCRIBED IS ENCUMBERED BY THE FOLLOWING MORTGAGE OR TRUST DEED  
AND ASSIGNMENTS:**

NONE

**THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED**

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CHICAGO TITLE INSURANCE COMPANY  
OWNER'S POLICY (2006)  
SCHEDULE A (CONTINUED)

POLICY NUMBER: 1401-008982042-D1

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PART OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER THEREOF, THENCE NORTH 87 DEGREES 42 MINUTES 12 SECONDS EAST, BEING AN ASSUMED BEARING FOR THE PURPOSES OF THIS LEGAL DESCRIPTION, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, 33.03 FEET TO AN INTERSECTION WITH A LINE BEING 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, AS MEASURED PERPENDICULAR TO SAID WEST LINE; THENCE SOUTH 00 DEGREES 02 MINUTES 24 SECONDS WEST, ALONG SAID LAST DESCRIBED PARALLEL LINE, 20.49 FEET TO THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION; THENCE NORTH 87 DEGREES 42 MINUTES 12 SECONDS EAST, ALONG A LINE BEING PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, 200.42 FEET; THENCE SOUTH 02 DEGREES 17 MINUTES 48 SECONDS EAST, 123.00 FEET; THENCE SOUTH 87 DEGREES 42 MINUTES 12 SECONDS WEST, ALONG A LINE BEING PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, 205.44 FEET TO AN INTERSECTION WITH A LINE BEING 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, AS MEASURED PERPENDICULAR TO SAID WEST LINE; THENCE NORTH 00 DEGREES 02 MINUTES 24 SECONDS EAST, ALONG SAID LAST DESCRIBED PARALLEL LINE, 123.10 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PERPETUAL EASEMENTS FOR INGRESS AND EGRESS, DRAINAGE, UTILITIES, AND PARKING FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE DECLARATION OF EASEMENTS BY NORRIDGE REALTY CORPORATION RECORDED OCTOBER 23, 1986 AS DOCUMENT NUMBER 86495842 AND AMENDED BY THE AMENDED AND RESTATED DECLARATION OF EASEMENTS AGREEMENT DATED JULY 22, 2016 AND RECORDED JULY 27, 2016 AS DOCUMENT NO. 1620941074 BY AND BETWEEN HAMHIC LLC, VILLAGE OF NORRIDGE AND AGATITE PARTNERS, LLC OVER THE COMMON AREAS AS MORE PARTICULARLY DESCRIBED IN SUCH AGREEMENT.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

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**CHICAGO TITLE INSURANCE COMPANY**  
**OWNER'S POLICY (2006)**  
**SCHEDULE B**

POLICY NUMBER: 1401 - 008982042 - D1

**EXCEPTIONS FROM COVERAGE**

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE, THE COMPANY WILL NOT PAY COSTS, ATTORNEY'S FEES OR EXPENSES THAT ARISE BY REASON OF:

**GENERAL EXCEPTIONS:**

- (1) RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS.
- (2) ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
- (3) EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY PUBLIC RECORDS.
- (4) ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
- (5) TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.

6.

1. TAXES FOR THE YEAR 2016  
2016 TAXES ARE NOT YET DUE OR PAYABLE.

- 1A. NOTE: 2015 FIRST INSTALLMENT WAS DUE MARCH 1, 2016  
NOTE: 2015 FINAL INSTALLMENT WAS DUE SEPTEMBER 1, 2016

PERM TAX#	PCL	YEAR	1ST INST	STAT	2ND INST	STAT
12-13-222-003-0000	1 OF 1	2015	\$268,435.16	PAID	\$217,692.01	PAID

(AFFECTS THE LAND AND OTHER PROPERTY)

7. DECLARATION OF EASEMENTS BY NORRIDGE REALTY CORPORATION RECORDED OCTOBER 23, 1986 AS DOCUMENT NUMBER 86495642 CONCERNING, AMONG OTHER MATTERS, RECIPROCAL EASEMENTS FOR DRAINAGE, UTILITIES, ACCESS AND PARKING, MAINTENANCE, AND EASEMENT FOR SIGN.

(AFFECTS THE LAND AND OTHER PROPERTY)

8. EASEMENT FOR UTILITY PURPOSES IN FAVOR OF PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS TO OPERATE AND MAINTAIN A GAS MAIN ALONG HARLEM AVENUE, CREATED BY GRANT FROM AMELIA POHLMAN RECORDED NOVEMBER 4, 1949 AS DOCUMENT NUMBER 14668612.

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CHICAGO TITLE INSURANCE COMPANY  
OWNER'S POLICY (2006)  
SCHEDULE B

POLICY NUMBER: 1401-008982042-D1

EXCEPTIONS FROM COVERAGE (CONTINUED)  
(AFFECTS THE LAND AND OTHER PROPERTY)

- S 9. NOTWITHSTANDING THE INSURING PROVISIONS OR ANY OTHER PROVISION CONTAINED HEREIN, THE COMPANY DOES NOT INSURE AGAINST LOSS OR DAMAGE CAUSED BY A LACK OF A RIGHT OF ACCESS TO AND FROM THE LAND.
- W 10. (A) TERMS, PROVISIONS, AND CONDITIONS RELATING TO THE EASEMENT DESCRIBED AS PARCEL 2 CONTAINED IN THE INSTRUMENT CREATING SAID EASEMENT.
- (B) RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF SAID EASEMENT.
- X 11. NOTHING CONTAINED HEREIN SHOULD BE CONSTRUED AS INSURING THE EXACT LOCATION OR DIMENSIONS OF THE EASEMENT DESCRIBED AS PARCEL 2 OF SCHEDULE A.

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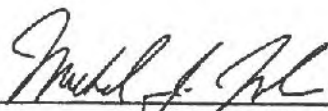
CHICAGO TITLE INSURANCE COMPANY

POLICY SIGNATURE PAGE

POLICY NUMBER: 1401 - 008982042 - D1

THIS POLICY SHALL NOT BE VALID OR BINDING UNTIL SIGNED BY AN AUTHORIZED SIGNATORY.

CHICAGO TITLE INSURANCE COMPANY

BY   
AUTHORIZED SIGNATORY

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AMERICAN  
LAND TITLE  
ASSOCIATION

CHICAGO TITLE INSURANCE COMPANY  
OWNER'S POLICY (2006)

POLICY NUMBER: 1401 - 008982042 - D1

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured.

- (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
- (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

CHICAGO TITLE INSURANCE COMPANY  
OWNER'S POLICY (2006)

POLICY NUMBER: 1401-008982042-D1

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an

action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to

secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.  
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.  
(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or  
(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.  
(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of  
(i) the Amount of Insurance; or  
(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

# CHICAGO TITLE INSURANCE COMPANY

## OWNER'S POLICY (2006)

POLICY NUMBER: 1401-008982042-D1

- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.
- 9. LIMITATION OF LIABILITY**
- (a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**
- All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.
- 11. LIABILITY NONCUMULATIVE**
- The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.
- 12. PAYMENT OF LOSS**
- When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.
- 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**
- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.
- 14. ARBITRATION**
- Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.
- 15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**
- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.
- 16. SEVERABILITY**
- In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.
- 17. CHOICE OF LAW; FORUM**
- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.
- 18. NOTICES, WHERE SENT**
- Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at

CHICAGO TITLE INSURANCE COMPANY  
National Claims Administration P.O. Box 45023  
Jacksonville, FL 32232-5023



# VILLAGE OF NORRIDGE

---

4000 North Olcott Avenue • Norridge, Illinois 60706-1199  
708/ 453-0800 FAX 708/ 453-9335  
[www.villageofnorridge.com](http://www.villageofnorridge.com)

## APPENDIX C

### PROPOSED REAL ESTATE SALE AGREEMENT

## REAL ESTATE SALE AGREEMENT

THIS REAL ESTATE SALE AGREEMENT (this "Agreement") is made and entered into as of the Effective Date by and between the Village of Norridge, an Illinois municipal corporation (the "Seller") and \_\_\_\_\_, a \_\_\_\_\_ (the "Purchaser").

### PRELIMINARY STATEMENTS

A. The Seller is the owner of the real estate and related assets hereinafter described; and

B. The Seller desires to sell, and the Purchaser desires to buy, the real estate and related assets hereinafter described, at the price and on the terms and conditions hereafter set forth.

In consideration of the recitals, the mutual covenants hereafter set forth, and other good and valuable considerations, the receipt and sufficiency of which are mutually acknowledged, it is agreed by and between the parties as follows:

1. **Property**. The real estate which is the subject of this Agreement consists of a vacant lot of land of approximately 24,961 square feet in size legally described on Exhibit A and commonly known as 4526 N. Harlem Avenue, Norridge, Illinois, together with all improvements, rights, benefits, privileges, easements and other appurtenances to such land and, all of Seller's rights in and to strips and gores and any land lying in the bed of any public right of way adjacent to such land and any unpaid award for damage by reason of any condemnation proceedings or change of grade of any highway, street, road or avenue (collectively, the "Property").

2. **Sale and Conveyance**. The Seller agrees to sell and convey to the Purchaser, and the Purchaser agrees to buy from the Seller, at the price and upon the other terms and conditions hereafter set forth, the Property.

3. **Transfer of Title**. Title to the Property shall be conveyed to the Purchaser by a special warranty deed (the "Deed") executed by the Seller, in the form attached hereto as Exhibit B and shall be subject to easements, covenants, conditions and restrictions of record.

4. **Purchase Price; Earnest Money**. The purchase price for the Property shall be \_\_\_\_\_ and No/100 Dollars (\$ \_\_\_\_\_ .00) (the "Purchase Price") payable by the Purchaser to the Seller as follows:

(a) Within five (5) business days after the execution of this Agreement, the Purchaser shall deposit into a strict joint order escrow trust (the "Escrow") established with Chicago Title Insurance Company (the "Title Insurer") as earnest money hereunder, the sum of Twenty Five Thousand and No/100 Dollars (\$25,000.00).



(b) (the "Earnest Money"). At the closing of the transactions contemplated by this Agreement (the "Closing"), the Purchaser shall receive a credit against the Purchase Price for the Earnest Money.

(c) The Purchase Price, less a credit for the Earnest Money, and plus or minus prorations and adjustments as set forth in Section 15 hereof, shall be paid by the Purchaser to the Seller by wire transfer of immediately available federal funds on the Closing Date.

5. Representations, Warranties and Covenants.

(a) The Seller's Representations and Warranties. As a material inducement to the Purchaser to execute this Agreement and consummate this transaction, the Seller represents and warrants to the Purchaser as of the date hereof and continuing through and including the Closing Date as follows:

(1) Organization and Authority. The Seller has been duly organized and is validly existing and has the full right and authority to enter into this Agreement, consummate or cause to be consummated the sale and make or cause to be made transfers and assignments contemplated herein and has obtained all consents (if any) required therefor.

(2) Withholding Obligation. The Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

(3) Condemnation. There is no pending or, to the Seller's Knowledge, threatened condemnation or similar proceedings affecting the Property or any part thereof.

(b) The Purchaser's Representations and Warranties. As a material inducement to the Seller to execute this Agreement and consummate this transaction, the Purchaser represents and warrants to the Seller that, as of the Closing: (i) the Purchaser has been duly organized, validly existing, and qualified to transact business in the State of Illinois; (ii) the Purchaser has the full right and authority and has obtained any and all consents required to enter into this Agreement, consummate or cause to be consummated the purchase, and make or cause to be made the deliveries and undertakings contemplated herein or hereby; and (iii) the persons signing this Agreement on behalf of the Purchaser are authorized to do so. This Agreement and all of the documents to be delivered by the Purchaser at the Closing have been (or will be) authorized and properly executed and will constitute the valid and binding obligations of the Purchaser, enforceable against the Purchaser in accordance with their terms.

(c) Representations and Warranties Prior to Closing. The continued validity in all respects of the foregoing representations and warranties shall be a condition precedent to the obligation of the party to whom the representation and warranty is given to close this transaction. If any of the Seller's representations and warranties shall not be true and correct at any time on or before the Closing whether not true and correct as of the date of this Agreement or whether any change in facts or circumstances has made the applicable representation and warranty no longer true and correct and regardless as to whether the Purchaser becomes aware of such fact

through the Seller's notification or otherwise, then the Purchaser may, at the Purchaser's option, exercised by written notice to the Seller (and as its sole and exclusive remedy), either (i) proceed with this transaction, accepting the applicable representation and warranty as being modified by such subsequent matters or knowledge and waiving any right relating thereto, if any, or (ii) terminate this Agreement and declare this Agreement of no further force and effect and in which event the Earnest Money shall be immediately returned to the Purchaser and the Seller shall have no further liability hereunder by reason thereof.

(d) Covenants of the Seller. The Seller covenants and agrees that during the period from the date of this Agreement through and including the Closing Date it shall not do anything, nor authorize anything to be done, which would adversely affect the condition of title as shown on the Title Commitment (hereinafter defined).

6. Due Diligence Period.

(a) The Purchaser shall have a period beginning on the Effective Date and ending at 5:00 p.m. Central time on the date that is twenty-one (21) days thereafter (the "Due Diligence Period"), to examine, inspect, and investigate the Property and, in the Purchaser's sole judgment and discretion, to determine whether the Purchaser wishes to proceed to purchase the Property.

(b) The Purchaser may terminate this Agreement for any reason or for no reason by giving written notice of such termination to the Seller on or before the last day of the Due Diligence Period. If this Agreement is terminated pursuant to this Section 6, the Earnest Money shall be immediately refunded to the Purchaser, and neither party shall have any further liability or obligation to the other under this Agreement except for the indemnity provisions set forth in Section 19(p) of this Agreement and any other provision of this Agreement that is expressly intended to survive the termination of this Agreement.

(c) The Purchaser shall have reasonable access to the Property for the purpose of conducting, surveys, architectural, engineering, geo-technical and environmental inspections and tests, and any other inspections, studies, or tests reasonably required by the Purchaser. The Purchaser shall give the Seller not less than twenty-four (24) hours prior telephonic notice before entering onto the Property to perform inspections or tests, and in the case of tests (i) the Purchaser shall specify to the Seller the precise nature of the test to be performed, and (ii) the Seller may require, as a condition precedent to the Purchaser's right to perform any such test, that the Purchaser deliver to the Seller evidence of public liability and other appropriate insurance naming the Seller as an additional insured thereunder. Such examination of the physical condition of the Property may include an examination for the presence or absence of hazardous or toxic materials, substances or wastes (collectively, "Hazardous Materials"), which shall be performed or arranged by the Purchaser at the Purchaser's sole expense. The Purchaser shall keep the Property free and clear of any liens and will indemnify, protect, defend, and hold each of the Seller and its officers, directors members, managers, employees, and agents (each, a "Seller Related Party") harmless from and against all losses, costs, damages, claims, liabilities and expenses (including reasonable attorneys' fees and court costs) arising from damage to the Property and injury to persons asserted against or incurred by any Seller Related Party as a result of such entry by the Purchaser, its agents, employees or representatives. If any

inspection or test disturbs the Property and the Purchaser does not acquire the Property, the Purchaser will restore the Property to substantially the same condition as existed prior to any such inspection or test.

7. **Closing.**

(a) The closing shall be accomplished through the escrow (the "**Closing**") referred to in subsection (b), and shall take place on the date (the "**Closing Date**") that is thirty (30) days after the expiration of the Due Diligence Period or such other date as the parties may mutually agree.

(b) On or prior to the date set for Closing under this Agreement, the parties shall establish a customary deed and money escrow with the Title Insurer. Counsel for the respective parties are hereby authorized to execute the escrow trust instructions as well as any amendments thereto.

8. **Conditions to the Purchaser's Obligation to Close.**

(a) The Purchaser shall not be obligated to proceed with the Closing unless and until each of the following conditions has been either fulfilled or waived in writing by the Purchaser:

(1) This Agreement shall not have been previously terminated pursuant to any other provision hereof;

(2) The Seller shall be prepared to deliver or cause to be delivered to the Purchaser all instruments and documents to be delivered to the Purchaser at the Closing pursuant to **Section 12** and **Section 14** or any other provision of this Agreement;

(3) Seller shall have performed all of its obligations required to be performed hereunder on or before Closing.

(4) The Title Company shall have committed to issue a title policy satisfying the requirements of **Section 11** hereof.

(5) There shall exist no pending or threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, against or involving the Seller that would materially and adversely affect the Seller's ability to perform its obligations under this Agreement.

(b) In the event that any of the foregoing conditions shall not have been fulfilled on or before the time for Closing hereunder, then subject to the provisions of **Section 16(b)** hereof, the Purchaser may elect, upon notice to the Seller, to either (1) terminate this Agreement, in which event the Earnest Money shall be immediately returned to the Purchaser, and neither party shall have any further liability or obligation to the other, except for the provisions of this Agreement which are expressly stated to survive the termination of this Agreement or (2) waive any one or more of the foregoing conditions and proceed to Closing.

9. **Conditions to the Seller's Obligation to Close.**

(a) The Seller shall not be obligated to proceed with the Closing unless and until each of the following conditions has been fulfilled or waived in writing by the Seller:

(1) The Purchaser shall be prepared to pay to the Seller the Purchase Price and all other amounts to be paid to it at Closing pursuant to the provisions of this Agreement;

(2) The Purchaser shall be prepared to deliver to the Seller all instruments and documents to be delivered to the Seller at the Closing pursuant to **Section 13** and **Section 14** or any other provision of this Agreement; and

(3) This Agreement shall not have been previously terminated pursuant to any other provision hereof.

(b) In the event that any of the foregoing conditions shall not have been fulfilled on or before the time for Closing hereunder, then subject to the provisions of **Section 16(a)** hereof, the Seller may elect, upon notice to the Purchaser, to terminate this Agreement, in which event the Earnest Money shall be immediately returned to the Purchaser, and neither party shall have any further liability or obligation to the other, except for the provisions of this Agreement which are expressly stated to survive the termination of this Agreement.

10. **Title Insurance.**

(a) Within seven (7) days of the Effective Date, the Seller shall deliver (or cause the Title Insurer to deliver to the Purchaser) an updated commitment for Commitment No. 16ST06949NB for the Title Policy described in subsection (b) below (the "**Title Commitment**"), reflecting the Purchaser and Purchase Price. Schedule B, Exception Nos. S, T, J, K, L and M shall conclusively be deemed to constitute "**Permitted Encumbrances**".

11. **Documents to be Delivered to the Purchaser at Closing.** At Closing, the Seller shall deliver or cause to be delivered to the Purchaser each of the following instruments and documents:

(a) **Deed.** The Deed in the form attached hereto as **Exhibit B.**

(b) **The Title Policy.** The Title Policy, provided, however, that the Title Policy may be delivered after the Closing if at the Closing the Title Insurer issues a currently effective, duly-executed "marked-up" Title Commitment and irrevocably commits in writing to issue the Title Policy in the form of the "marked-up" Title Commitment after the Closing.

(c) **Transfer Tax Declarations.** Original copies of any required real estate transfer tax or documentary stamp tax declarations, if applicable, executed by the Seller or any other similar documentation required to evidence the payment of any tax imposed by the state, county and city on the transaction contemplated hereby.

(d) FIRPTA. An affidavit, in the form attached hereto as Exhibit C, stating the Seller's U.S. taxpayer identification number and that the Seller is a "United States person", as defined by Internal Revenue Code Section 1445(f)(3) and Section 7701(b).

(e) Other Deliveries. Such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required by the Title Company (or reasonably requested by the Purchaser) to carry out the terms and intent of this Agreement.

12. Documents to be Delivered to the Seller at Closing. At Closing, the Purchaser shall deliver or cause to be delivered to the Seller each of the following instruments, documents and amounts:

(a) Purchase Price. The Purchase Price calculated pursuant to Section 4 hereof, subject to adjustment and proration as provided in Section 15 below.

(b) Transfer Tax Declarations. Original copies of any required real estate transfer tax or documentary stamp tax declarations executed by the Purchaser or any other similar documentation required to evidence the payment of any tax imposed by the state, county and city on the transaction contemplated hereby.

(e) Other Documents. Such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required by the Title Company or Seller to carry out the terms and intent of this Agreement.

13. Documents to be Delivered by the Seller and the Purchaser at Closing. At Closing, the Purchaser and the Seller shall deliver or cause to be delivered each of the following instruments and documents:

(a) Escrow Instructions. Escrow instructions (as described in Section 9(b)).

(b) Settlement Statement. A fully executed settlement statement.

14. Prorations and Adjustments. The Property is presently exempt from general real estate taxes and therefore at closing there will be no proration of real estate taxes

15. Default; Termination.

(a) If the Purchaser defaults in any material respect hereunder, the Seller's sole remedy shall be to terminate this Agreement by giving written notice thereof to the Purchaser, whereupon the Earnest Money shall be retained by the Seller as liquidated damages as the Seller's sole and exclusive remedy, and neither party shall have any further liability or obligation to the other. The parties acknowledge and agree that the Seller's actual damages in the event of Purchaser's default are uncertain in amount and difficult to ascertain and that said amount of liquidated damages was reasonably determined. The Seller may not exercise its sole remedy if the Seller is in default in any material respect under this Agreement.

(b) If the Seller defaults in any material respect hereunder, the Purchaser may, at its sole election, either:

(1) Terminate this Agreement, whereupon the Earnest Money shall be immediately returned to the Purchaser and neither party shall have any further liability or obligation to the other, except for the provisions of this Agreement which are expressly stated to survive the termination of this Agreement; or

(2) Assert and seek judgment against the Seller for specific performance, provided that if a court of competent jurisdiction determines that the remedy of specific performance is not available to the Purchaser (for example, but not in limitation, because the Seller's default arose under the last sentence of Section 5(c) or the Seller has sold all or any portion of the Property to a third party in violation of the terms of this Agreement), then the Purchaser shall have all remedies available to it at law or in equity, including, without limitation, the right to seek judgment against the Seller for actual contract damages.

(3) The Purchaser may not exercise its remedies hereunder if the Purchaser is in default in any material respect under this Agreement.

16. **Expenses.**

(a) All recording fees respecting the Deed, title insurance premiums for the extended coverage Title Policy, any survey costs, all State of Illinois and Cook County transfer taxes, if not exempt, and the closing escrow fee by the Title Company shall be borne and paid by the Purchaser.

17. **Brokers.** The parties represent to each other that there is no broker, finder, or intermediary of any kind with whom such party has dealt in connection with this transaction. If any claim is made for broker's or finder's fees or commissions in connection with the negotiation, execution or consummation of this Agreement or the transactions contemplated hereby, each party shall defend, indemnify and hold harmless the other party from and against any such claim based upon any statement, representation or agreement of such party, which obligation shall survive Closing.

18. **General Provisions.**

(a) **Entire Agreement.** This Agreement, including all exhibits and schedules attached hereto and documents to be delivered pursuant hereto, shall constitute the entire agreement and understanding of the parties, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants not contained herein.

(b) **Amendments in Writing.** This Agreement may be amended only by a written agreement executed by all of the parties hereto.

(c) **Waiver.** No waiver of any provision or condition of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default.

(d) Time of the Essence. Time is of the essence of this Agreement. However, if the Purchaser is acting diligently and in good faith to proceed with the consummation of the transaction contemplated by this Agreement on the Closing Date, the Seller will, upon the written request of the Purchaser, extend the Closing Date up to ten (10) business days. In the computation of any period of time provided for in this Agreement or by law, any date falling on a Saturday, Sunday or legal holiday when banks are not open for business in Chicago, Illinois shall be deemed to refer to the next day which is not a Saturday, Sunday, or legal holiday when banks are not open for business in Chicago, Illinois.

(e) Severability. Except as otherwise provided in the succeeding sentence, every term and provision of this Agreement is intended to be severable, and if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement. The preceding sentence shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any party to lose the benefit of its economic bargain.

(f) Headings. Headings of sections are for convenience of reference only, and shall not be construed as a part of this Agreement.

(g) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto, and their respective successors, and permitted assigns. This Agreement may not be assigned by either party without the consent of the other party provided, that this Agreement may be assigned by the Purchaser to an affiliate provided that, such assignment shall not release the Purchaser from its obligations under this Agreement.

(h) Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be (i) hand delivered, (ii) sent by Federal Express, UPS or other recognized overnight courier service for next business day delivery or (iii) sent by facsimile transmission to the parties as follows:

**IF TO THE SELLER:**

Village of Norridge  
4000 N. Olcott Avenue  
Norridge, IL 60706  
Attention: Joanna Skupien  
Telephone: 708-453-0800 ext. 5752  
Facsimile: 708-453-9335

with copies to:

Johnson and Colmar  
2201 Waukegan Road, Suite 260  
Bannockburn, IL 60015  
Attention: Murray J. Lewison

Facsimile: 312-922-9283

IF TO THE PURCHASER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention:  
Facsimile:

with copies to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention:  
Facsimile:

or to such additional or other persons, at such other address or addresses as may be designated by notice from the Purchaser or the Seller, as the case may be, to the other. Notices by hand delivery shall be deemed given and effective upon receipt or refusal of receipt. Notices by facsimile shall be deemed given and effective upon the delivery thereof. Notices by overnight courier shall be deemed given and effective upon receipt or refusal of receipt from Federal Express, UPS or another recognized overnight courier service.

(i) Governing Law. This Agreement shall be governed in all respects by the laws of the State of Illinois.

(j) Counterparts. This Agreement may be executed in any number of identical counterparts, any or all of which may contain the signatures of less than all of the parties, and all of which shall be construed together as but a single instrument.

(k) Attorneys Fees. In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover all costs and expenses including its attorneys' fees in such action or proceeding in such amount as the court may adjudge reasonable. The prevailing party shall be determined by the court based upon an assessment of which party's major arguments made or positions taken in the proceedings could fairly be said to have prevailed over the other party's major arguments or positions on major disputed issues in the court's decision. If the party which shall have commenced or instituted the action, suit or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party.

(l) Construction. This Agreement shall not be construed more strictly against the Purchaser merely by virtue of the fact that the same has been prepared by the Purchaser or its counsel, it being recognized both of the parties hereto have contributed substantially and materially to the preparation of this Agreement. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders and any



word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(m) Reporting Obligations. The Seller and the Purchaser hereby designate the Title Insurer to act as and perform the duties and obligations of the "reporting person" with respect to the transaction contemplated by this Agreement for purposes of 26 C.F.R. Section 1.6045-4(e)(5) relating to the requirements for information reporting on real estate transaction closed on or after January 1, 1991. If required, the Seller, the Purchaser and the Title Insurer shall execute at Closing a designation agreement designating the Title Insurer as the reporting person with respect to the transaction contemplated by this Agreement.

(n) 1031 Exchange. The Seller and the Purchaser may each structure the sale of the Property as a like-kind exchange under Internal Revenue Code Section 1031 at such party's sole cost and expense. The other party shall reasonably cooperate therein, provided that such party shall incur no material costs, expenses or liabilities in connection with such party's exchange and the other party shall not be required to take title to or contract for purchase of any other property. If either party uses a qualified intermediary to effectuate the exchange, any assignment of the rights or obligations of such party hereunder shall not relieve, release or absolve such party of its obligations to the other party hereunder.

(o) Confidentiality/Exclusivity. The Purchaser and the Seller and their respective representatives shall hold in strictest confidence all data and information obtained with respect to the operation and management of the Property, whether obtained before or after the execution and delivery hereof, and shall not use such data or information for purposes unrelated to this Agreement or disclose the same to others except as expressly permitted hereunder. The preceding sentence shall not be construed to prevent either party from disclosing to its prospective lenders or investors, or to its officers, directors, attorneys, accountants, architects, engineers and consultants to perform their designated tasks in connection with this transaction, provided that such disclosing party advises any such third party of the confidential nature of the information disclosed. However, neither party shall have this obligation concerning information which: (a) is published or becomes publicly available through no fault of either the Purchaser or the Seller; (b) is rightfully received from a third party; or (c) is required to be disclosed by law. Seller agrees that, until the earlier of such time as (1) the Closing Date or (2) the termination of this Agreement, Seller shall not, directly or indirectly, through any officer, director, agent, representative or otherwise, solicit, initiate or encourage the making of any inquiries, engage in negotiations or other substantial discussions, or enter into any agreement with any party, with respect to the transaction contemplated under this Agreement and shall discontinue any pending discussions or negotiations with respect to the transaction contemplated hereunder.

(p) Indemnification. The Seller hereby agrees to indemnify, protect, defend and hold the Purchaser and its officers, directors, members, partners, shareholders, employees and agents harmless from and against any third party loss, cost, damage, claim, liability or expense (including reasonable attorneys' fees and court costs) relating to the Property and arising or accruing at any time prior to the Closing Date.

(q) Effective Date. The "Effective Date" shall be the date that the last of the parties executed this Agreement.

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; THE SIGNATURE  
PAGE TO THIS REAL ESTATE SALE AGREEMENT FOLLOWS.]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

**SELLER:**

VILLAGE OF NORRIDGE

By: \_\_\_\_\_

Name: James Chmura

Its: Village President

By: \_\_\_\_\_

Name: Debra J. Budnik

Its: Village Clerk

**PURCHASER:**

By: \_\_\_\_\_

Name:

Its:

## **LIST OF EXHIBITS AND SCHEDULES**

### **EXHIBITS**

EXHIBIT A

EXHIBIT B

EXHIBIT C

### **DESCRIPTION**

LEGAL DESCRIPTION

FORM OF DEED

FORM OF FIRPTA AFFIDAVIT

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

PARCEL 1:

THAT PART OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER THEREOF, THENCE NORTH 87 DEGREES 42 MINUTES 12 SECONDS EAST, BEING AN ASSUMED BEARING FOR THE PURPOSES OF THIS LEGAL DESCRIPTION, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, 33.03 FEET TO AN INTERSECTION WITH A LINE BEING 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, AS MEASURED PERPENDICULAR TO SAID WEST LINE; THENCE SOUTH 00 DEGREES 02 MINUTES 24 SECONDS WEST, ALONG SAID LAST DESCRIBED PARALLEL LINE, 20.49 FEET TO THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION; THENCE NORTH 87 DEGREES 42 MINUTES 12 SECONDS EAST, ALONG A LINE BEING PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, 200.42 FEET; THENCE SOUTH 02 DEGREES 17 MINUTES 48 SECONDS EAST, 123.00 FEET; THENCE SOUTH 87 DEGREES 42 MINUTES 12 SECONDS WEST, ALONG A LINE BEING PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, 205.44 FEET TO AN INTERSECTION WITH A LINE BEING 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, AS MEASURED PERPENDICULAR TO SAID WEST LINE; THENCE NORTH 00 DEGREES 02 MINUTES 24 SECONDS EAST, ALONG SAID LAST DESCRIBED PARALLEL LINE, 123.10 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PERPETUAL EASEMENTS FOR INGRESS AND EGRESS, DRAINAGE, UTILITIES, AND PARKING FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE DECLARATION OF EASEMENTS BY NORRIDGE REALTY CORPORATION RECORDED OCTOBER 23, 1986 AS DOCUMENT NUMBER 86495642 AND AMENDED BY THE AMENDED AND RESTATED DECLARATION OF EASEMENTS AGREEMENT DATED JULY 22, 2016 AND RECORDED JULY 27, 2016 AS DOCUMENT NO. 1620941074 BY AND BETWEEN HAMHIC LLC, VILLAGE OF NORRIDGE AND AGATITE PARTNERS, LLC OVER THE COMMON AREAS AS MORE PARTICULARLY DESCRIBED IN SUCH AGREEMENT.

Common address: 4526 N. Harlem Avenue, Norridge, IL  
PIN: 12-13-222-038-0000

**EXHIBIT B**

**FORM OF WARRANTY DEED**

Prepared by:

Murray J. Lewison  
Johnson and Colmar  
2201 Waukegan Rd., Suite 260  
Bannockburn, IL 60015

After Recording return to:

(For Recorder's Use Only)

**WARRANTY DEED  
(Illinois)**

This WARRANTY DEED is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by the VILLAGE OF NORRIDGE, a municipal corporation ("Grantor"), having an address of 4000 N. Olcott Avenue, Norridge, Illinois, to \_\_\_\_\_, a \_\_\_\_\_, having an address of \_\_\_\_\_, \_\_\_\_\_, Illinois (the "Grantee").

*Grantor*, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has CONVEYED and does hereby CONVEY unto Grantee, all of Grantor's interest in the real property located in Cook County, Illinois, and being more particularly described on **Exhibit A** attached hereto (the "Property").

This conveyance is made and accepted subject to the permitted exceptions described on **Exhibit B** attached hereto (collectively, the "*Permitted Exceptions*").

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, unto Grantee and Grantee's successors and assigns in fee simple forever; and, subject to the Permitted Exceptions, Grantor does hereby warrant and forever defend all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise; subject, however, to the matters set forth herein.

**This transaction is exempt under  
35 ILCS 200/31-45(b)**

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IN WITNESS WHEREOF, Grantor has caused this instrument to be executed and delivered by its duly authorized officer, as of the day and year first above written.

VILLAGE OF NORRIDGE

By: \_\_\_\_\_  
Name: James Chmura  
Its: Village President

By: \_\_\_\_\_  
Name: Debra J. Budnik  
Its: Village Clerk

STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF COOK     )

I, \_\_\_\_\_ a notary public in and for said County, in the State aforesaid, do hereby certify that James Chmura and Debra J. Budnik personally known to me to be the Village President and Village Clerk respectively of the Village of Norridge, Illinois, 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 Village President and Village Clerk, they signed and delivered the said instrument pursuant to authority given by the Board of Trustees of the Village of Norridge, as their free and voluntary act and as the free and voluntary act and deed of such Village officers, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

PARCEL 1:

THAT PART OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER THEREOF, THENCE NORTH 87 DEGREES 42 MINUTES 12 SECONDS EAST, BEING AN ASSUMED BEARING FOR THE PURPOSES OF THIS LEGAL DESCRIPTION, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, 33.03 FEET TO AN INTERSECTION WITH A LINE BEING 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, AS MEASURED PERPENDICULAR TO SAID WEST LINE; THENCE SOUTH 00 DEGREES 02 MINUTES 24 SECONDS WEST, ALONG SAID LAST DESCRIBED PARALLEL LINE, 20.49 FEET TO THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION; THENCE NORTH 87 DEGREES 42 MINUTES 12 SECONDS EAST, ALONG A LINE BEING PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, 200.42 FEET; THENCE SOUTH 02 DEGREES 17 MINUTES 48 SECONDS EAST, 123.00 FEET; THENCE SOUTH 87 DEGREES 42 MINUTES 12 SECONDS WEST, ALONG A LINE BEING PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, 205.44 FEET TO AN INTERSECTION WITH A LINE BEING 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, AS MEASURED PERPENDICULAR TO SAID WEST LINE; THENCE NORTH 00 DEGREES 02 MINUTES 24 SECONDS EAST, ALONG SAID LAST DESCRIBED PARALLEL LINE, 123.10 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PERPETUAL EASEMENTS FOR INGRESS AND EGRESS, DRAINAGE, UTILITIES, AND PARKING FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE DECLARATION OF EASEMENTS BY NORRIDGE REALTY CORPORATION RECORDED OCTOBER 23, 1986 AS DOCUMENT NUMBER 86495642 AND AMENDED BY THE AMENDED AND RESTATED DECLARATION OF EASEMENTS AGREEMENT DATED JULY 22, 2016 AND RECORDED JULY 27, 2016 AS DOCUMENT NO. 1620941074 BY AND BETWEEN HAMHC LLC, VILLAGE OF NORRIDGE AND AGATITE PARTNERS, LLC OVER THE COMMON AREAS AS MORE PARTICULARLY DESCRIBED IN SUCH AGREEMENT.

Common address: 4526 N. Harlem Avenue, Norridge, IL  
PIN: 12-13-222-038-0000



**EXHIBIT B**

**PERMITTED EXCEPTIONS**

1. General Taxes not yet due and payable
2. Declaration of Easements by Norridge Realty Corporation recorded October 23, 1986 as Document Number 86495642 concerning among other matters; Reciprocal Easements for drainage, utilities, access and parking, maintenance and easement for sign.
3. Easement for utility purposes in favor of Public Service Company of Northern Illinois to operate and maintain a gas main along Harlem Avenue, created by grant from Amelia Pohlman recorded November 4, 1949 as Document Number 14668612.
4. Terms, provisions and conditions relating to the easement described in the Amended and Restated Declaration of Easements Agreement dated July 22, 2016 and recorded July 27, 2016 as Document Number 1620941074 and any amendments thereto by and between Hamhic LLC, Village of Norridge and Agatite Partners, LLC over the common areas as more particularly described in said agreement.

**EXHIBIT C**

**FORM OF FIRPTA AFFIDAVIT**

Section 1445 of the Internal Revenue Code, as amended, provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform the Transferee (hereinafter defined) that withholding of tax is not required upon the disposition of a United States real property interest by the Village of Norridge, Illinois, a municipal corporation (the "**Transferor**") to \_\_\_\_\_, a \_\_\_\_\_ (the "**Transferee**") relating to the real property described on **Schedule A** hereto (the "**Transferred Interests**"), the undersigned, being first duly sworn upon oath, does hereby depose and say, and does hereby on behalf of the Transferor represent that the following is true as of the date hereof:

1. Village of Norridge is the Transferor;
2. The Transferor is not a foreign person; that is, the Transferor is not a nonresident alien, a foreign corporation, foreign partnership, foreign trust or foreign estate (as all such terms are defined in the Internal Revenue Code of 1986, as amended, and United States Treasury Department Income Tax Regulations in effect as of the date hereof);
3. The Transferor is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Illinois;
4. The Transferor's United States employer identification number is \_\_\_\_\_;
5. The Transferor's office address and principal place of business is c/o 4000 N. Olcott Avenue, Norridge, Illinois; and
6. Transferor is not a disregarded entity as defined in §1.1445-2(b)(2)(iii).

The undersigned and the Transferor understand that this affidavit and certification may be disclosed to the United States Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

All terms (whether capitalized or not) used but not defined herein shall have the same respective meanings as in the Internal Revenue Code of 1986, as amended, and the United States Treasury Department Income Tax Regulations in effect as of the date hereof.

Under penalties of perjury, we declare that we have examined this affidavit and certificate, and to the best of our knowledge and belief, it is true, correct and complete. We further declare that we have authority to sign this affidavit and certificate on behalf of the Transferor.

IN WITNESS WHEREOF, Transferor has executed and delivered this FIRPTA Affidavit as of \_\_\_\_\_, 2019.

VILLAGE OF NORRIDGE

By: \_\_\_\_\_  
Name: James Chmura  
Its: Village President

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

I, the undersigned a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named person, being the Village President of the Village of Norridge, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Village President appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



# VILLAGE OF NORRIDGE

4000 North Olcott Avenue • Norridge, Illinois 60706-1199  
708/ 453-0800 FAX 708/ 453-9335  
www.villageofnorridge.com

## APPENDIX D

### BID FORM

#### TO BE COMPLETED BY ALL BIDDERS FOR THE SUBJECT PROPERTY BID FORM: SALE OF VILLAGE REAL PROPERTY VIA SEALED BID SALE

INSTRUCTIONS: Please print legibly. Read all the information contained in the bid packet prior to completing this or other forms. This form must be filled out in its entirety.

NAME(S): \_\_\_\_\_

PHONE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

WEB SITE ADDRESS (if any) \_\_\_\_\_

The amount of my bid to purchase the Village real property, to wit: the Village property located at 4526 N. Harlem Avenue and legally described as:

#### Parcel 1:

That part of the South 1/2 of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 described as follows: Commencing at the Northwest Corner of said South 1/2 of the North 1/2 of the Southeast 1/4 of the Northeast 1/4; thence East along the North line, 33.03 feet; thence South 00 Degrees 02 Minutes 24 Seconds West, 20.49 feet to the Point of Beginning; thence North 87 Degrees 42 Minutes 12 Seconds East, 200.42 feet; thence South 02 Degrees 17 Minutes 48 Seconds East, 123.00 feet; thence South 87 Degrees 42 Minutes 12 Seconds West, 205.44 feet; thence North 00 Degrees 02 Minutes 24 Seconds East, 123.10 feet to the Point of Beginning in Cook County, Illinois.

#### Parcel 2

Perpetual easements for ingress and egress, drainage, utilities, and parking for the benefit of Parcel 1 as created by the Declaration Of Easements By Norridge Realty Corporation recorded October 23, 1986 as Document Number 86495642 and amended by the Amended And Restated Declaration Of Easements Agreement dated JULY 22, 2016 and recorded July 27, 2016 as Document No. 1620941074 By And Between HAMHIC LLC, Village Of Norridge and Agatite Partners, LLC Over The Common Areas As More Particularly Described In Such Agreement.



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## APPENDIX D

## CONTINUED

Common address:  
4526 Harlem Avenue, Norridge, IL  
PIN: 12-13-222-038-0000

is \_\_\_\_\_, (\$ \_\_\_\_\_) (write out the amount in words  
and numbers):  
BID AMOUNT

I have enclosed a U.S. Postal Money Order, or cashier's or certified check, payable to the Village of Norridge in an amount equal to ten percent (10%) of my Bid Amount. I hereby agree that the Bid Amount represents the purchase price I shall pay for the parcel. If I am high bidder and my bid is tentatively accepted, I hereby agree to execute the purchase agreement and any other documents and closing costs required as disclosed in the bid packet. If my bid in the sealed bid sale is tentatively accepted and, for whatever reason, I decide not to enter into the purchase agreement, I agree that \$10,000.00 of the deposit may be retained by the Village.

Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_

Print Name \_\_\_\_\_



# VILLAGE OF NORRIDGE

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## APPENDIX E

### BIDDER QUALIFICATION STATEMENT

TO BE COMPLETED BY ALL BIDDERS

\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(printed name)

of \_\_\_\_\_  
(address)

\_\_\_\_\_  
(city, state)

do hereby swear and affirm:

I am eighteen years of age or older; and

I am a citizen of the United States or a permanent resident who has filed a declaration of intention to become a citizen or a representative of a group, association or corporation which is authorized to conduct business under the laws of Illinois; and

I am not delinquent on any deposit or payment of any obligation to the Village of Norridge ("Village"); and

I, certify that neither the undersigned, nor the entity represented by the undersigned, is barred from contracting with the Village of Norridge because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax. I understand that making a false statement regarding delinquency of taxes is a Class A Misdemeanor and, in addition, voids the Bid and the Agreement.

I am not currently in breach or default on any contract or lease involving land in which the Village has an interest; and

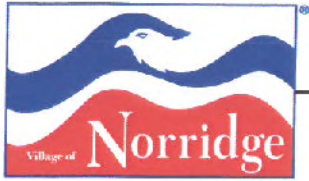
I have not failed to perform under a contract or lease involving Village land in the previous five years and the Village has not acted to terminate the contract or lease or to initiate legal action.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)



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## APPENDIX E

## CONTINUED

### FOR VILLAGE USE ONLY

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QUALIFIED \_\_\_\_\_  
UNQUALIFIED \_\_\_\_ \*

\_\_\_\_\_ (signature) \_\_\_\_\_ (date)

\* The person(s) listed above is not qualified to bid or apply for village owned property because

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# VILLAGE OF NORRIDGE

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## APPENDIX F

### TO BE COMPLETED BY ALL BIDDERS

#### BID RIGGING & ROTATING

Certification That Vendor/Contractor/Bidder is Not Barred from Contracting with a Unit of Local Government as a Result of Violation of Either Section 5/33E-3 (Bid-Rigging) or 5/33E-4 (Bid Rotating) of the Illinois Criminal Code.

WHEREAS, a conviction for the offense of bid-rigging or bid rotating bars a person or entity from contracting with a unit of local government (720 ILCS 5/33 E-3, and E-4 2013); and

WHEREAS, 720 ILCS 5/33 E-11 (2018) of the Illinois Criminal Code, requires bidders and contractors to verify on a form provided by the unit of local government, that they are not barred from public contracting due to bid-rigging or bid rotating convictions.

NOW, THEREFORE, IT IS HEREBY CERTIFIED TO THE VILLAGE OF NORRIDGE that the undersigned,

\_\_\_\_\_  
[Insert legal name Vendor/Contractor/Bidder]

is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 5/33E-3 or 5/33E-4 of the Illinois Criminal Code.

DATE: \_\_\_\_\_, 2019

President: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

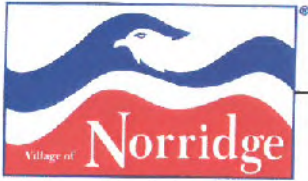
ATTEST:

\_\_\_\_\_ [Seal]

Attest:

Title:





# VILLAGE OF NORRIDGE

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## CHECKLIST, BID #2019 - 19

- Plat of Survey, Appendix A
- Amended and Restated Declaration of Easements dated July 22, 2016; and First Amendment to Amended and Restated Declarations of Easements dated May 8, 2018; and Owner's Title Insurance Policy dated July 27, 2016, Appendix B
- Proposed Real Estate Sale Agreement, Appendix C
- Bid Form, Appendix D
- Bidder Qualification Statement, Appendix E
- No Bid Rigging and Rotating, Appendix F