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Box 333

**FIRST AMENDMENT TO
OPERATION AND EASEMENT AGREEMENT**

THIS FIRST AMENDMENT TO OPERATION AND EASEMENT AGREEMENT (the "First Amendment") made this 4th day of March, 2002, among **TARGET CORPORATION**, a Minnesota corporation ("Target"), **E.K. LIMITED PARTNERSHIP**, an Illinois limited partnership ("Developer"), and **PODOLSKY NORTHSTAR REALTY PARTNERS, LLC**, a limited liability corporation ("Podolsky"), as Successor to Podolsky and Associates, Ltd.

RECITALS:

D-1 A 00189243 J Byers [Signature]

1. Dayton Hudson Corporation, a Minnesota corporation, predecessor in interest to Target, and Developer entered into a certain Operation and Easement Agreement dated August 10, 1992, recorded in the official records of Cook County, Illinois, as Document No. R92-599324 (the "OEA") for the Shopping Center, legally described on Exhibit A attached hereto.

2. Developer conveyed to Circuit City Stores, Inc., a Virg corporation ("Circuit City") a certain portion of the Developer Tract under the OEA (the "Circuit City Tract"), Developer conveyed to Opus North Corporation, an Illinois corporation ("Opus") another certain portion of the Developer Tract under the OEA (the "Opus Tract"), and Developer conveyed to E.K. Calumet City, L.L.C., an Illinois limited liability company ("EK") another certain portion of the Developer Tract under the OEA (the "EK Tract"). The Circuit City Tract, the Opus Tract and the EK Tract are all a part of the Developer Tract. Opus conveyed to LaSalle National Trust, N.A., not individually, but as Trustee under a Trust Agreement dated September 8, 1993 and known as Trust No. 118219 (the "Trust") the Opus Tract, and Podolsky, as the managing agent of the holder of the beneficial interest under the Trust, succeeded Opus as the Approving Party for the Development Tract under the OEA.

3. The parties have agreed on a new site plan for the Shopping Center, which is attached hereto as Exhibit X-1 (the "Site Plan").

4. The parties mutually desire to modify the OEA to allow for modification of the improvements in the Shopping Center, to attach the Site Plan to the OEA, and to make certain other modifications and changes to the OEA as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, Target, Developer and Podolsky hereby agree as follows:

1. The parties hereto hereby approve the modifications to the Shopping Center and the attached Site Plan, and the attached Site Plan is hereby deemed to supersede and replace all previous site plans attached to the OEA. As of the date of this

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First Amendment, as used in the OEA the term "site plan" and "Exhibit X" shall be deemed to refer to the Site Plan.

2. The parties hereto hereby approve the modifications to the Target Tract to allow for an expansion of the existing building to not more than one hundred thirty-five thousand three hundred (135,300) square feet of floor area in accordance with the plans, specifications and elevations attached hereto as **Exhibit B**. The expansion on the Target Tract shall be located on the east side of the existing building and with dimensions of approximately seventy feet (70') wide by one hundred feet (100') deep as shown on the Site Plan.
3. The parties hereto hereby approve the proposed future modifications to the Entrance Parcel on the Developer Tract to allow for a subdivision and construction of two (2) outlot buildings in the locations shown on the Site Plan provided that such outlots shall be used only for retail or restaurant purposes. Each outlot building shall: (i) be a one-story building with a maximum height of nineteen feet (19'); (ii) have a store frontage of not more than one hundred twenty (120) linear feet; and (iii) have a floor area of not more than eight thousand (8,000) square feet. Developer agrees as part of the future modifications to the Entrance Parcel to remove the existing landscape berm that obstructs the visibility of the Shopping Center. The improvements to the Developer Tract contemplated by this paragraph 3 shall be subject to the terms and provision of the OEA relating to architectural compatibility and plan submission and approval.
4. The parties hereto hereby approve the proposed future modifications to the Phase II Portion on the Developer Tract to allow for the construction of a building in the location shown on the Site Plan of not more than forty-five thousand (45,000) square feet of floor area, provided that, if Developer acquires certain property that is an existing vacant railroad right of way, adjacent to the Shopping Center, and the certain property becomes a part of the Phase II Portion, then the maximum allowable floor area of the building on the Phase II Portion shall be increased to the maximum floor area allowed by law so long as the parking requirements of the OEA are satisfied. The improvements to the Developer Tract contemplated by this paragraph 4 shall be subject to the terms and provision of the OEA relating to architectural compatibility and plan submission and approval.
5. Article 2.4 of the OEA is hereby amended to provide that the Perpetual Access Easement shall be as shown on the Site Plan.
6. Article 3.2 (E) of the OEA is hereby amended as to the Target Tract only, to provide that the minimum parking requirement shall be four (4.0) parking spaces for each one thousand (1,000) square feet of floor area. Notwithstanding anything herein to the contrary, the Developer Tract (which includes the Circuit City Tract, the Opus Tract and the EK Tract) shall comply with the parking requirements as provided in Article 3.2 (E) of the OEA without modification.

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7. Article 4.2 of the OEA is hereby amended to provide that with regard to the proposed improvements on the Entrance Parcel and the Phase II Portion, on the earlier to occur of (i) the opening for business from the improvements on either the Entrance Parcel or the Phase II Portion, and (ii) the receipt of a certificate of occupancy for the improvements on either the Entrance Parcel or the Phase II Portion, the Common Area of the Shopping Center shall include the Entrance Parcel and/or the Phase II Portion, as the case may be, and the cost to maintain the common areas on the Entrance Parcel and/or the Phase II Portion, as the case may be, shall be included in the Common Area Maintenance Costs.

8. Article 4.2(D) of the OEA is hereby amended to read as follows:

“Common Area Maintenance Costs and Administration Fee shall be allocated based upon Floor area for each Tract as follows:

(i)	Developer Tract	44.68%
	(Includes:	
	Circuit Tract	16.23%
	Opus Tract	17.42%
	EK Tract	11.03%)
(ii)	Target Tract	55.32%

“At such time as the Common Areas of the Entrance Parcel and/or the Phase II Portion, as the case may be, are included in the Common Area of the Shopping Center, the allocations referenced in this Article 4.2 shall be modified as provided on Exhibits E-1 and E-2 attached hereto. The figures on Exhibits E-1 and E-2 shall be revised upon a measurement of the Floor Area of the improvements on the Entrance Parcel and/or the Phase II Portion, as the case may be, at the completion of the construction of such improvements.”

9. Article 5.5 of the OEA is hereby amended to provide that Developer or its successors or assigns, shall be responsible for the payment of all taxes and assessments with respect to the Entrance Parcel but only upon the occurrence of either item (i) or (ii) set forth in Paragraph 7 above, and the following sentence shall be deleted from Article 5.5 of the OEA:

“Provided that the Entrance Parcel is assessed as a separate tax parcel, and further provided that the improvements on the Entrance Parcel have been demolished and the Entrance Parcel has been reassessed to reflect the demolition, each Party owning a Tract shall reimburse the Party owning the Entrance Parcel for its proportionate share of the taxes assessed against the Entrance Parcel within thirty (30) days after such Party has been presented with a copy of the paid tax bill evidencing payment of such

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taxes, such proportionate share being determined by dividing the gross square footage of land in such Party's Tract into the gross square footage of land in the Shopping Center."

10. Article 6.4 of the OEA is hereby amended to provide that notices given to the Parties under the OEA shall be sent to the following addresses:

Target:

Target Property Development
Attn: Property Administration
1000 Nicollet Mall
Minneapolis, MN 55403
Fax: (612) 761-3727

Podolsky:

Podolsky Northstar Realty Partners, LLC
302 Saunders Road, Suite 300
Riverwoods, IL 60015
Fax: (847) 444-5702
Attn: Owner's Representative

Developer:

E.K. Limited Partnership
c/o Great Lakes Principals
221 West Illinois
Wheaton, IL 60187
Fax: (630) 221-7009

Circuit City:

Circuit City Stores, Inc.
9950 Mayland Drive
Richmond, VA 23233
Fax: (804) 527-4186

Trust:

LaSalle National Trust, N.A.
c/o Podolsky Northstar Realty Partners, LLC
302 Saunders Road, Suite 300
Riverwoods, IL 60015
Fax: (847) 444-5702
Attn: Owner's Representative

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E.K. Calumet City, L.L.C.
c/o Great Lakes Principals
221 West Illinois
Wheaton, IL 60187
Fax: (630) 221-7009

11. Except as modified herein, all of the terms, covenants and conditions contained within the OEA shall remain in full force and effect and the same are hereby ratified and confirmed. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the OEA, this First Amendment shall control. All capitalized terms that are not defined herein shall have the meanings respectively given them in the OEA.
12. This First Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors and assigns.

[The remainder of this page has been intentionally left blank.]

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment effective as of the day and year first above written.

"TARGET"

TARGET CORPORATION,
a Minnesota corporation

BY: _____
Its: _____
Scott A. Nelson
Vice President
Target Stores

"DEVELOPER"

E.K. LIMITED PARTNERSHIP,
an Illinois limited partnership

BY: _____
Its: _____
K.W.B.
MANAGER

"PODOLSKY"

PODOLSKY NORTHSTAR REALTY PARTNERS, LLC
a limited liability corporation

BY: _____
Its: *Pres.*

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STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

On this 14th day of March, 2002, before me, said county and state residing therein, duly commissioned and sworn personally appeared Scott A. Nelson, known to me to be the authorized signatory of Target Corporation, a Minnesota corporation, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

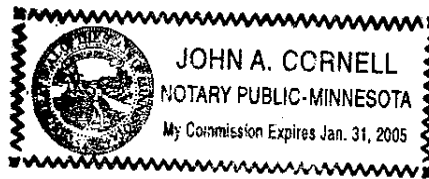
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Notarial Seal]

[Signature]
Notary Public

My Commission Expires: _____

STATE OF Illinois)
)
COUNTY OF Putnam)



On this 4th day of December, 2001, before me, said county and state residing therein, duly commissioned and sworn personally appeared Emethy W. Bennett, known to me to be the general partner of E.K. Limited Partnership, an Illinois limited partnership, the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Notarial Seal]

[Signature]
Notary Public

My Commission Expires: _____



STATE OF Illinois)
)
COUNTY OF Cook)

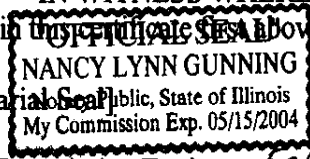
On this 28th day of February, 2002, before me, said county and state residing therein, duly commissioned and sworn personally appeared Randy D. Podolsky, known to me to be the President of Podolsky Northstar Realty Partners, LLC, a limited liability corp. that executed the within instrument, and acknowledged to me that such LLC executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Notarial Seal]

[Signature]
Notary Public

My Commission Expires: 5-15-2004



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EXHIBIT A

Legal Description of Shopping Center

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PARCEL 1:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 24, LYING NORTHEASTERLY OF THE PENN CENTRAL RAILROAD RIGHT-OF-WAY (EXCEPTING THEREFROM THE NORTH 415.0 FEET AND ALSO EXCEPTING THEREFROM THE EAST 33.0 FEET) ALL IN TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

PARCEL 2:

THAT PART OF LOT 2 OF THE RESUBDIVISION OF LOT 2 IN RIVER OAKS WEST UNIT NO. 2, BEING A SUBDIVISION OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEASTERLY OF THE PITTSBURGH, CINCINNATI, CHICAGO AND ST. LOUIS RAILROAD, (EXCEPTING FROM SAID LOT 2 THAT PART TAKEN FOR R.O.W. SUBDIVISION RECORDED AUGUST 9, 1973, AS DOCUMENT NO. 22433855), ALL IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 89 DEGREES 52 MINUTES 52 SECONDS EAST 1095.02 FEET ALONG THE NORTH LINE OF SAID LOT 2; THENCE SOUTH 0 DEGREES 07 MINUTES 08 SECONDS WEST 332.38 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 52 SECONDS EAST 311.73 FEET TO THE EASTERLY LINE OF SAID LOT 2; THENCE SOUTHERLY ON A CURVE CONVEX TO THE EAST HAVING A RADIUS OF 520.0 FEET, AN ARC DISTANCE OF 191.69 FEET, AND A CHORD BEARING OF SOUTH 4 DEGREES 49 MINUTES 13 SECONDS WEST TO A POINT OF TANGENT; THENCE SOUTH 14 DEGREES 37 MINUTES 08 SECONDS WEST 188.68 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 49 SECONDS WEST 447.69 FEET; THENCE SOUTH 39 DEGREES 43 MINUTES 03 SECONDS WEST 343.26 FEET; THENCE NORTH 8 DEGREES 13 MINUTES 27 SECONDS WEST 287.51 FEET; THENCE NORTH 86 DEGREES 12 MINUTES 26 SECONDS WEST 239.42 FEET; THENCE SOUTH 52 DEGREES 10 MINUTES 45 SECONDS WEST 104.0 FEET; THENCE NORTH 65 DEGREES 27 MINUTES 40 SECONDS WEST 108.37 FEET; THENCE SOUTH 52 DEGREES 10 MINUTES 45 SECONDS WEST 60.0 FEET; THENCE NORTH 37 DEGREES 49 MINUTES 15 SECONDS WEST 273.24 FEET TO THE WEST LINE OF SAID LOT 2; THENCE NORTH 0 DEGREES 02 MINUTES 11 SECONDS EAST 510.89 FEET ALONG LAST SAID WEST LINE TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THE FOLLOWING:

THAT PART OF LOT 2 OF THE RESUBDIVISION OF LOT 2 IN RIVER OAKS WEST UNIT NO. 2, BEING A SUBDIVISION OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEASTERLY OF THE PITTSBURGH, CINCINNATI, CHICAGO AND ST. LOUIS RAILROAD, (EXCEPTING FROM SAID LOT 2 THAT PART TAKEN FOR R.O.W. SUBDIVISION RECORDED AUGUST 9, 1973, AS DOCUMENT NO. 22433855) ALL IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 89 DEGREES 52 MINUTES 52 SECONDS EAST 575.97 FEET ALONG THE NORTH LINE OF SAID LOT 2 TO A PLACE OF BEGINNING; THENCE CONTINUING ALONG LAST SAID NORTH LINE 518.71 FEET; THENCE SOUTH 0 DEGREES 07 MINUTES 08 SECONDS WEST 332.38 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 52 SECONDS EAST 311.73 FEET TO THE EASTERLY LINE OF SAID LOT 2; THENCE SOUTHERLY ON A CURVE CONVEX TO THE EAST, HAVING A RADIUS OF 520.0 FEET, AN ARC DISTANCE OF 191.69 FEET, AND A CHORD BEARING OF SOUTH 4 DEGREES 49 MINUTES 13 SECONDS WEST TO A POINT OF TANGENT; THENCE SOUTH 14 DEGREES 37 MINUTES 08 SECONDS WEST 188.68 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 49 SECONDS WEST 447.69 FEET; THENCE SOUTH 39 DEGREES 43 MINUTES 03 SECONDS WEST 343.26 FEET; THENCE NORTH 8 DEGREES 13 MINUTES 27 SECONDS WEST 287.51 FEET; THENCE NORTH 86 DEGREES 12 MINUTES 26 SECONDS WEST 239.42 FEET; THENCE SOUTH 52 DEGREES 10 MINUTES 45 SECONDS WEST 104.0 FEET; THENCE NORTH 65 DEGREES 27 MINUTES 40 SECONDS WEST 108.37 FEET; THENCE SOUTH 52 DEGREES 10 MINUTES 45 SECONDS WEST 60.0 FEET; THENCE NORTH 37 DEGREES 49 MINUTES 15 SECONDS WEST 124.17 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 605.00 FEET; THENCE NORTH 0 DEGREES 07 MINUTES 08 SECONDS EAST 270.35 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 52 SECONDS WEST 121.67 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 08 SECONDS EAST 356.93 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS; AND

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PARCEL 3:

LOT 7, EXCEPTING THEREFROM THE WEST 565.11 FEET (AS MEASURED ALONG THE SOUTH LINE) IN THE RESUBDIVISION OF LOT 2 IN RIVER OAKS WEST UNIT NO. 2, BEING A SUBDIVISION OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEAST OF THE PITTSBURGH, CINCINNATI, CHICAGO AND ST. LOUIS RAILROAD, (EXCEPTING FROM SAID LOT 2 THAT PART TAKEN FOR R.O.W. SUBDIVISION RECORDED AUGUST 9, 1973, AS DOCUMENT NO. 22433855 AND RERECORDED AS DOCUMENT NO. 22596794 ON JANUARY 16, 1974) AND EXCEPTING THEREFROM THAT PART TAKEN FOR 159TH STREET, ALL IN COOK COUNTY, ILLINOIS; AND

THAT PART OF LOT 2 OF THE RESUBDIVISION OF LOT 2 IN RIVER OAKS WEST UNIT NO. 2, BEING A SUBDIVISION OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEASTERLY OF THE PITTSBURGH, CINCINNATI, CHICAGO AND ST. LOUIS RAILROAD, (EXCEPTING FROM SAID LOT 2 THAT PART TAKEN FOR R.O.W. SUBDIVISION RECORDED AUGUST 9, 1973, AS DOCUMENT NO. 22433855) ALL IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 89 DEGREES 52 MINUTES 52 SECONDS EAST 575.97 FEET ALONG THE NORTH LINE OF SAID LOT 2 TO A PLACE OF BEGINNING; THENCE CONTINUING ALONG LAST SAID NORTH LINE 518.71 FEET; THENCE SOUTH 0 DEGREES 07 MINUTES 08 SECONDS WEST 332.38 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 52 SECONDS EAST 311.73 FEET TO THE EASTERLY LINE OF SAID LOT 2; THENCE SOUTHERLY ON A CURVE CONVEX TO THE EAST, HAVING A RADIUS OF 520.0 FEET, AN ARC DISTANCE OF 191.69 FEET, AND A CHORD BEARING OF SOUTH 4 DEGREES 49 MINUTES 13 SECONDS WEST TO A POINT OF TANGENT; THENCE SOUTH 14 DEGREES 37 MINUTES 08 SECONDS WEST 188.68 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 49 SECONDS WEST 447.69 FEET; THENCE SOUTH 39 DEGREES 43 MINUTES 03 SECONDS WEST 343.26 FEET; THENCE NORTH 8 DEGREES 13 MINUTES 27 SECONDS WEST 287.51 FEET; THENCE NORTH 86 DEGREES 12 MINUTES 26 SECONDS WEST 239.42 FEET; THENCE SOUTH 52 DEGREES 10 MINUTES 45 SECONDS WEST 104.0 FEET; THENCE NORTH 65 DEGREES 27 MINUTES 40 SECONDS WEST 108.37 FEET; THENCE SOUTH 52 DEGREES 10 MINUTES 45 SECONDS WEST 60.0 FEET; THENCE NORTH 37 DEGREES 49 MINUTES 15 SECONDS WEST 125.17 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 605.00 FEET; THENCE NORTH 0 DEGREES 07 MINUTES 08 SECONDS EAST 270.35 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 52 SECONDS WEST 121.67 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 08 SECONDS EAST 356.93 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

159TH Paxton

River Oaks

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EXHIBIT A
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EXHIBIT B

Target Tract Elevations, Plans and Specifications

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prepared by email to
Target Projects Developer
1000 Nicollet Mall
Minneapolis Minn
55403

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EXHIBIT E-1

CAM Allocations (Including Development of Entrance Parcel)

(i) Developer Tract 48.08%

(Includes:

Circuit Tract	15.23%
Opus Tract	16.35%
EK Tract	16.50%)

(ii) Target Tract 51.92%



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EXHIBIT E-2

CAM Allocations (Including Development of Phase II Portion)

(i)	Developer Tract	55.74%
	(Includes:	
	Circuit Tract	12.98%
	Opus Tract	13.94%
	EK Tract	28.82%)
(ii)	Target Tract	44.26%



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EXHIBIT X-1

Site Plan

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