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Eugene "Gene" Moore Fee: \$44.00
Cook County Recorder of Deeds
Date: 05/06/2003 03:47 PM Pg: 1 of 11

This Document Prepared By and
After Recording Return To:

John Huff, Esq.
Mayer, Brown, Rowe & Maw
190 South LaSalle Street
Chicago, Illinois 60603

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**AMENDMENT TO DECLARATION OF
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS**

This **AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS** (this "Amendment") is made as of the 11th day of April, 2003, by and between **EVANSTON NORTHWESTERN HEALTHCARE CORPORATION**, an Illinois not-for-profit corporation ("ENH"), and **SAFeway INC.**, a Delaware corporation ("Declarant").

RECITALS:

- A. Declarant is the owner of a parcel of land in Lincolnwood, Illinois, legally described on attached Exhibit A ("Lot 1").
- B. ENH has acquired a parcel of land adjacent to Lot 1, which parcel is legally described on attached Exhibit B ("Lot 2"). ENH intends to develop, lease and operate a medical office building on Lot 2 (the "Intended Use").
- C. Lot 1 and Lot 2 are subject to a Declaration of Easements, Covenants, Conditions and Restrictions dated as of June 28, 2000 and recorded with the office of the Recorder of Cook County, Illinois on October 12, 2001 as document 0010949645 (the "Declaration").
- D. The parties desire to modify of the Declaration, as set forth in this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

RECORDING FEE 44 ✓ **MODIFICATIONS TO DECLARATION**
 DATE 5-6-03 COPIES 6
 OK BY BW 11 PGS
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Return to
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To: A. Trombino

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1.1 **Lot 2 Use Restrictions.** Section 2 of the Declaration to the contrary notwithstanding, the owner and occupants of Lot 2 may dispense ethical and prescription drugs, medicines, remedies and health aids to the extent customary in connection with the operation of a physician or other medical office, including the giving out of samples to patients; provided that such activity is ancillary to such medical office use and is not part of a separate pharmacy or drug store operation.

1.2 **Parking Easement.**

(a) **Offsite Parking for Lot 2.** Section 3(c) of the Declaration to the contrary notwithstanding, the owner of Lot 1 hereby grants to the owner of Lot 2, an exclusive easement (the "Parking Easement") appurtenant to Lot 2 for the benefit of the owner of Lot 2, its tenants, subtenants, and their respective patients, employees and invitees ("Lot 2 Parties"), to use ten (10) parking spaces located on Lot 1 as shown on attached Exhibit C (the "Offsite Parking"). The owner of Lot 2 may, at its own expense, post signs and otherwise enforce its exclusive use of the Offsite Parking, in accordance with applicable law.

(b) **Parking Contribution.** In consideration for use of the Offsite Parking, and to compensate the owner of Lot 1 for the cost of maintenance and snow removal for the Offsite Parking, from and after the issuance of a certificate of occupancy or temporary certificate of occupancy permitting use and occupancy of a building on Lot 2 (the "Lot 2 Occupancy Date"), the owner of Lot 2 shall pay to the owner of Lot 1 an annual contribution in the amount of \$5,000. Such contribution shall be due and payable in advance on a calendar year basis; provided that within 10 days after the Lot 2 Occupancy Date, the owner of Lot 2 shall pay a portion of such contribution prorated for the remainder of the then calendar year. If the owner of Lot 2 fails to pay any such contribution when due, and such failure continues for 30 days after written demand by the owner of Lot 1, the owner of Lot 1 may temporarily deny the owner of Lot 2 the use of the Offsite Parking until such payment has been made in full. However such failure shall not extinguish the easement granted above.

1.3 **Shared Signs.**

(a) **Lot 1 Monument Sign.** The owner of Lot 2 shall have the right to install and maintain an identification sign on the Monument Sign installed by the owner of Lot 1 on Lot 2 pursuant to the easement granted in Section 3(e) of the Declaration, and any replacement of such Monument Sign. Any such identification signage shall (i) be installed and maintained in good condition and repair at the sole cost of the owner of Lot 2; (ii) be subject to the reasonable approval of the owner of Lot 1 as to size, design and content; and (iii) comply with all applicable laws and regulations. The owner of Lot 2 shall obtain and maintain any required governmental permits with respect to its signage on the Monument Sign.

(b) **Lot 1 Pylon Sign.** The owner of Lot 1 hereby grants to the owner of Lot 2, a non-exclusive easement appurtenant to Lot 2 to install and maintain an identification

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sign on the pylon sign located on the McCormick Street side of Lot 1, and any replacement of such sign (the "Pylon Sign"). Any such identification signage shall (i) be installed and maintained in good condition and repair at the sole cost of the owner of Lot 2; (ii) be subject to the reasonable approval of the owner of Lot 1 as to size, design and content; and (iii) comply with all applicable laws and regulations. The owner of Lot 2 shall obtain and maintain any required governmental permits with respect to its signage on the Pylon Sign.

(c) **Lot 2 Monument Sign.** The owner of Lot 2 hereby grants to the owner of Lot 1, a non-exclusive easement appurtenant to Lot 1 to install and maintain an identification sign on any monument sign that may be installed by the owner of Lot 2 on the McCormick Street side of Lot 2, and any replacement of such sign (the "Lot 2 Monument Sign"), subject to approval by the Village of Lincolnwood. Any such identification signage shall (i) be installed and maintained in good condition and repair at the sole cost of the owner of Lot 1; (ii) be subject to the reasonable approval of the owner of Lot 2 as to size, design and content; and (iii) comply with all applicable laws and regulations. The owner of Lot 1 shall obtain and maintain any required governmental permits or approvals with respect to its signage on the Pylon Sign.

ARTICLE II MISCELLANEOUS

2.1 **Capitalized Terms.** Capitalized terms used but not defined in this Amendment shall have the same meanings for purposes hereof as provided in the Declaration.

2.2 **No Other Modifications.** Except as modified by this Amendment, the Declaration shall remain in full force and effect.

2.3 **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one completed document.

2.4 **Severability.** Invalidation of any provision contained in this Amendment or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

2.5 **Captions.** The captions preceding the text of each article and section herein are included for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Amendment.

2.6 **Applicable Law.** This Amendment shall be governed by, and construed and interpreted in accordance with, the laws of the State of Illinois.

[Signatures on following page]

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

ENH:

EVANSTON NORTHWESTERN
HEALTHCARE CORPORATION,
an Illinois not-for-profit corporation

By: [Signature]
Name: Joseph H. Hillebrand
Its: CEO

Declarant:

SAFEWAY INC.,
a Delaware corporation

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

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

ENH:

EVANSTON NORTHWESTERN
HEALTHCARE CORPORATION,
an Illinois not-for-profit corporation

By: _____
Name: _____
Its: _____

Declarant:

SAFEWAY INC.,
a Delaware corporation

By: Wendzel Mitchell
Name: Wendzel Mitchell
Its: Assistant Vice President

By: [Signature]
Name: Dana Waller
Its: Assistant Secretary

Approved WAM

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STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, L. KATIE GONSCH, a Notary Public in and for the State aforesaid, DO
 HEREBY CERTIFY, that ^{JEFFREY H.}HILLEBRAND, personally known to me to be the
C.O.O. of Evanston Northwestern Healthcare corporation, an Illinois not-
 for-profit corporation, whose name is subscribed to the within instrument, appeared before me
 this day in person and acknowledged that as such OFFICER he/she signed and
 delivered said instrument as C.O.O. of such corporation as his/her
 free and voluntary act, and as the free and voluntary act and deed of such corporation, for the
 uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11 day of APRIL 2003.



L. Katie Gonsch
 Notary Public

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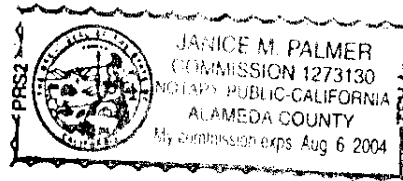
ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
 COUNTY OF ALAMEDA)

On April 11, 2003, before me, Janice M. Palmer, Notary Public, personally appeared Wendall Mitchell and Dana Waller, personally known to me (or proved on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Janice M. Palmer
 Signature



(Seal)

County of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION OF LOT 1

Lot 1 in the Bell & Howell Subdivision, the plat of which was recorded September 26, 2001 as Document No. 0010897332 being a subdivision in the Northeast $\frac{1}{4}$ of Section 35, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 10-35-203-~~000~~009

Commonly known as: McCormick and Pratt, Lincolnwood, Illinois

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EXHIBIT B

LEGAL DESCRIPTION OF LOT 2

Lot 2 in the Bell & Howell Subdivision, the plat of which was recorded September 26, 2001 as Document No. 0010897332 being a subdivision in the Northeast $\frac{1}{4}$ of Section 35, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 10-35-203-~~006~~ 016

Commonly known as: McCormich and Pratt, Lincolnwood, Illinois

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EXHIBIT C

SITE PLAN SHOWING LOCATION OF SHARED PARKING

[SEE ATTACHMENT]

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A large, stylized handwritten signature in black ink is written over the diagonal watermark text.

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EXHIBIT

ATTACHED TO



DOCUMENT

SEE PLAT INDEX

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