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0601732150

DOCUMENT PREPARED BY AND  
RETURN RECORDED DOCUMENT TO:  
William D. Smart, Jr.  
127<sup>TH</sup> Development, LLC  
10762 W. 167<sup>th</sup> Street  
Orland Park, IL 60467

Doc#: 0601732150 Fee: \$48.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 01/17/2006 03:56 PM Pg: 1 of 13



Property of Cook County Clerk's Office

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

12

THIS FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS,  
CONDITIONS AND RESTRICTIONS IS BEING RE-RECORDED TO INCLUDE THE  
EXECUTED CONSENT OF WALGREEN CO.

EXCEPT AS EXPRESSLY NOTED, THE REMAINDER OF THE DOCUMENT IS UNCHANGED.

1st SPECIALTY TAX #

186066

1 fl dk JZ

FILED IN BOOK 186066  
PAGE 12

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Doc#: 0536419108 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/30/2005 03:05 PM Pg: 1 of 10

DOCUMENT PREPARED BY  
AND WHEN RECORDED RETURN TO:

William D. Smart, Jr.  
c/o 127<sup>th</sup> Development, LLC  
10762 W. 167<sup>th</sup> Street  
Orland Park, IL 60467

[SPACE ABOVE THIS LINE FOR THE RECORDER'S USE]

## FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FIRST AMENDMENT TO DECLARATION OF EASEMENTS,  
COVENANTS, CONDITIONS AND RESTRICTIONS (the or this "Amendment") is  
made and entered into as of this 21<sup>st</sup> day of December, 2005 by and  
between THE STONE CHURCH, an Illinois not-for-profit corporation ("Declarant"),  
and 127<sup>TH</sup> DEVELOPMENT, LLC, an Illinois limited liability company ("127<sup>th</sup>").

### WITNESSETH:

WHEREAS, Declarant made a certain Declaration of Easements, Covenants,  
Conditions and Restrictions, dated December 23, 2004, and recorded in the Office of the  
Cook County Recorder of Deeds on January 7, 2005 as document number 0506732025  
(the "Declaration");

WHEREAS, the Declaration is recorded against legal title to, and governs the  
development and use of, the real property described therein as Parcel A and Parcel B,  
which parcels are also legally described on **Exhibit A** attached hereto;

WHEREAS, subsequent to the date of the Declaration, Declarant conveyed to  
127<sup>th</sup> fee simple title to said Parcel B;

WHEREAS, as of the date of this Amendment, Declarant is the sole fee simple  
titleholder of said Parcel A and 127<sup>th</sup> is the sole fee simple titleholder of said Parcel B;  
and

WHEREAS, Declarant and 127<sup>th</sup> now desire to amend the Declaration as  
hereinafter more fully set forth;

1st AMERICAN TITLE order # 186066  
DEC 28 4 JK

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**NOW, THEREFORE**, for and in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of all of which consideration are hereby mutually acknowledged, Declarant and 127<sup>th</sup> hereby agree as follows:

1. The foregoing recital provisions are incorporated in and made a part of this Amendment.
2. Except as otherwise expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the definitions respectively ascribed to them in the Declaration.
3. The following new Section 5.4 is hereby added to the Declaration:

**“5.4 Walgreen Consent.** Notwithstanding any provision of this Declaration to the contrary, including, without limitation, the provisions of Sections 5.1 and 5.2 above, Parcel A may be developed and used for a purpose that is prohibited by Section 5.1 or Section 5.2, provided Walgreen (during the continuance of the Walgreen Lease) and the Owner of Parcel B give to the Owner of Parcel A their prior written consent to such development and use of Parcel A. 127<sup>th</sup> Development, LLC, an Illinois limited liability company, as the current Owner of Parcel B, for itself and for and on behalf of all future holders of fee simple title to all or any portion of Parcel B, hereby agrees that if Walgreen shall consent in writing to the development and use of Parcel A for a purpose that is prohibited by Section 5.1 or Section 5.2 of this Declaration, such written consent shall, for all purposes under this Declaration, be deemed to be the consent, as well, of the then current Owner of Parcel B. Further, 127<sup>th</sup>, as the current Owner of Parcel B, for itself and for and on behalf of all future holders of fee simple title to all or any portion of Parcel B, hereby agrees that if such written consent of Walgreen (a) contains a statement that the Walgreen Lease is in force and effect as of the date of the consent, and (b) is thereafter recorded against title to Parcel B, then such written consent shall run with and bind the land and shall be deemed to be the consent of the then current Owner of Parcel B, as well as the consent of all future Owners of fee simple title to all or any portion of Parcel B (including those who own fee simple title to all or any portion of Parcel B after the expiration or earlier termination of the Walgreen Lease). As set forth in Section 11.3 below, any consent of Walgreen may be given, denied or conditioned by Walgreen in Walgreen’s sole and absolute discretion.”

4. Section 9.6 of the Declaration is hereby amended by adding the words “(during the continuance of the Walgreen Lease)” after the word “Walgreen”.

5. Section 10 of the Declaration is hereby amended by adding at the end thereof the following:

“Notwithstanding any provision of this Declaration to the contrary, including, without limitation, the preceding provisions of this Section 10, in the event any provision of this

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Declaration is hereafter found by a court of competent jurisdiction to violate the Rule Against Perpetuities, then the term of this Declaration shall expire on the twenty-first (21st) anniversary of the date of death of the last to die of the now living descendants of George W. Bush, 43<sup>rd</sup> President of the United States of America. Upon termination of this Declaration, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this Declaration shall terminate and have no further force or effect; provided, however, that the termination of this Declaration shall not limit or affect any remedy at law or in equity that an Owner or a Permittee may have against any other Owner or Permittee with respect to any liability or obligation arising or to be performed under this Declaration prior to the date of such termination, and, provided further, that the reciprocal easement and the rights and obligations related thereto, as provided in Section 2.1 above, and the Access Openings and the rights and obligations related thereto, as provided in Section 2.3 above, shall continue in effect in perpetuity as to that reciprocal easement and those Access Openings actually in existence and use at the time of the termination of this Declaration until such time as such reciprocal easement and Access Openings are abandoned or cease to be used to serve Parcel A and Parcel B."

6. Sections 10 and 11.2(a) of the Declaration are hereby amended by deleting therefrom the words "Lake County, Indiana" and by substituting for them the words "Cook County, Illinois".

7. Section 11.6 of the Declaration is hereby amended by deleting the first word of the Section and by adding the words "Subject to the provisions of Section 10 above, it" at the beginning of the Section.

8. Except as amended by this Amendment, the Declaration remains unamended and in full force and effect.

9. In the event of any conflict between the Declaration and this Amendment, the latter shall govern and control.

IN WITNESS WHEREOF, Declarant and 127<sup>th</sup> have executed this Amendment as of the date first written above.

**THE STONE CHURCH**, an Illinois not-for-profit corporation

By: *S. Robert Maddy*  
 Name: Robert Maddy  
 Title: Pastor

**127<sup>TH</sup> DEVELOPMENT, LLC**, an Illinois limited liability company

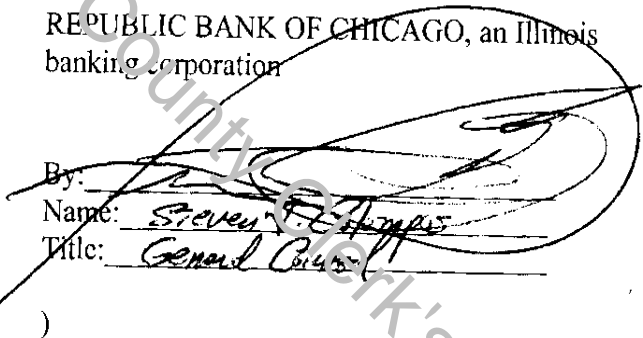
By: *[Signature]*  
 Name: Michael E. Glenn, Jr.

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## CONSENT OF REPUBLIC BANK OF CHICAGO TO FIRST AMENDMENT OF DECLARATION, COVENANTS, CONDITIONS AND RESTRICTIONS

Republic Bank of Chicago is the holder of (a) that certain Commercial Mortgage, Security Agreement and Assignment of Leases and Rents, dated December 23, 2004, and recorded in the Office of the Cook County Recorder of Deeds on January 7, 2005 as document number 0500732027, and (b) that certain Mortgage dated January 18, 2005 and recorded in the Office of the Cook County Recorder of Deeds January 18, 2005 as document 0501809070 (collectively, the "Mortgage"). The Mortgage encumbers a portion of the real property that is encumbered by the Declaration (as defined in the First Amendment to Declaration of Easements, Covenants, Conditions and Restrictions to which this Consent is attached ("First Amendment"). Republic Bank of Chicago hereby consents to the First Amendment and hereby covenants and agrees that the Mortgage is subject and subordinate to the Declaration, as amended by the First Amendment. This Consent is made as of the 21st day of December, 2005.

REPUBLIC BANK OF CHICAGO, an Illinois  
banking corporation

By:   
Name: Steven F. Colomps  
Title: General Counsel

STATE OF ILLINOIS )  
COUNTY OF Cook ) ss:

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Steven F. Colomps, the General Counsel of REPUBLIC BANK OF CHICAGO, whose name is subscribed to the foregoing Consent as such General Counsel, personally appeared before me this day in person and acknowledged that he/she signed and delivered the said Consent, 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 official seal this 21st day of December, 2005.




Susan L. Schultz

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## CONSENT OF WALGREEN CO. TO FIRST AMENDMENT OF DECLARATION, COVENANTS, CONDITIONS AND RESTRICTIONS

Walgreen Co. ("Walgreen") is the tenant under that certain Lease ("Lease") with 127<sup>th</sup> Development, LLC, an Illinois limited liability company, as landlord thereunder, which Lease is dated December 23, 2004 and a Memorandum of which, also dated December 23, 2004, was recorded in the Office of the Cook County Recorder of Deeds on January 7, 2005 as document 0500732031. The Lease pertains to a portion of the real property that is covered by the Declaration (as defined in the First Amendment to Declaration of Easements, Covenants, Conditions and Restrictions to which this Consent is attached ("First Amendment")). Pursuant to the terms of the Declaration, any amendments to same must be consented to by Walgreen. Accordingly, Walgreen hereby consents to the First Amendment as of this, the 3<sup>rd</sup> day of January, ~~2005~~ 2006.

WALGREEN CO., an Illinois corporation

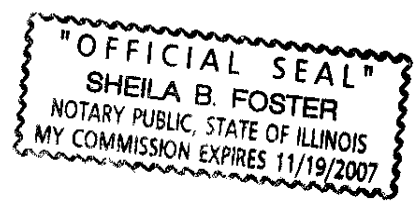
By:   
Name: Robert M. Silverman  
Title: Divisional Vice President

STATE OF ILLINOIS )  
COUNTY OF Lake ) ss:

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Robert M. Silverman, the Div. V.P. of WALGREEN CO., whose name is subscribed to the foregoing Consent as such Div. V.P., personally appeared before me this day in person and acknowledged that he/she signed and delivered the said Consent, 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 official seal this 3<sup>rd</sup> day of January, ~~2005~~ 2006.

Sheila B. Foster  
Notary Public  
Sheila B. Foster



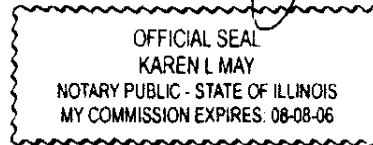
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STATE OF ILLINOIS )  
COUNTY OF COOK ) ss:

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Robert Maddox, the Pastor of THE STONE CHURCH, an Illinois not-for-profit corporation, whose name is subscribed to the foregoing First Amendment as such \_\_\_\_\_, personally appeared before me this day in person and acknowledged that he/she signed and delivered the said First Amendment, 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 official seal this 21st day of Dec., 2005.

Karen L. May  
Notary Public



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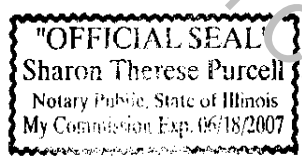


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STATE OF ILLINOIS )  
COUNTY OF COOK ) ss:

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Michael R. Glenn, Sr., the Manager of 127<sup>TH</sup> DEVELOPMENT, LLC, an Illinois limited liability company, whose name is subscribed to the foregoing First Amendment as such Manager, personally appeared before me this day in person and acknowledged that he/she signed and delivered the said First Amendment, as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal this 23<sup>rd</sup> day of December, 2005.



[Signature]  
Notary Public

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**UNOFFICIAL COPY****EXHIBIT A****Legal Descriptions of Parcel A and Parcel B****Parcel A:**

That part of the Southwest 1/4 of the Southwest 1/4 of Section 29, Township 37 North, Range 13 East of the 3rd Principal Meridian lying West of the West Line of the East 21 Acres South of the North 5 Acres thereof and South of the North Line of the South 2-1/2 Acres of the North 10 Acres West of the East 21 Acres South of the North 5 Acres Excepting therefrom that part heretofore dedicated for public streets per Documents No.23926116 and No. 24758175 thereof; also excepting that part described as follows: Commencing at the Southwest corner of the aforesaid Southwest 1/4 of the Southwest 1/4 of the SW 1/4; Thence N-00°00'00"-E a distance of 391.92 feet along the Westerly Line of said SW 1/4 of the SW 1/4; Thence S-90°00'00"-E a distance of 50.00 feet to the Easterly ROW Line of Ridgeland Ave. and the Point of Beginning; Thence S-90°00'00"-E a distance of 230.00 feet; Thence S-00°00'00"-W a distance of 111.03 feet; Thence S-21°55'12"-W a distance of 153.80 feet; Thence S-00°00'00"-W a distance of 90.16 feet to a point on the Northerly ROW Line of 127th Street; Thence N-89°29'49"-W a distance of 152.59 feet along said Northerly Line; Thence N-44°44'54"-W a distance of 28.41 feet along said Northerly Line to the Easterly ROW Line of Ridgeland Ave.; Thence N-00°00'00"-E a distance of 322.36 feet along the Easterly Line to the Point of Beginning; Containing 192,292 Sq. Ft. or 4.4144 Acres all in Cook County, Illinois.

**Permanent Index Numbers:**

- 24 29 302 031 (affects part of the land and other property)
- 24 29 302 017 (affects part of the land)
- 24 29 302 028 (affects part of the land and other property)
- 24 29 302 027 (affects part of the land)
- 24 29 302 015 (affects part of the land and other property)

**Parcel B (Walgreen's parcel):**

That part of the Southwest 1/4 of the Southwest 1/4 of Section 29, Township 37 North, Range 13 East of the 3rd Principal Meridian lying West of the West Line of the East 21 Acres South of the North 5 Acres thereof and South of the North Line of the South 2-1/2 Acres of the North 10 Acres West of the East 21 Acres South of the North 5 Acres Excepting therefrom that part heretofore dedicated for public streets per Documents No.23926116 and No. 24758175 thereof described as follows: Commencing at the Southwest corner of the aforesaid Southwest 1/4 of the Southwest 1/4 of the SW 1/4; Thence N-00°00'00"-E a distance of 391.92 feet along the Westerly Line of said SW

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1/4 of the SW 1/4; Thence S-90°00'00"-E a distance of 50.00 feet to the Easterly ROW Line of Ridgeland Ave. and the Point of Beginning; Thence S-90°00'00"-E a distance of 230.00 feet; Thence S-00°00'00"-W a distance of 111.03 feet; Thence S-21°55'12"-W a distance of 153.80 feet; Thence S-00°00'00"-W a distance of 90.16 feet to a point on the Northerly ROW Line of 127th Street; Thence N-89°29'49"-W a distance of 152.59 feet along said Northerly Line; Thence N-44°44'54"-W a distance of 28.41 feet along said Northerly Line to the Easterly ROW Line of Ridgeland Ave.; Thence N-00°00'00"-E a distance of 322.36 feet along the Easterly Line to the Point of Beginning; Containing 69,487 Sq. Ft. or 1.5952 Acres all in Cook County, Illinois.

**Permanent Index Numbers:**

- 24 29 302 031 (affects part of the land and other property)
- 24 29 302 028 (affects part of the land and other property)
- 24 29 302 015 (affects part of the land and other property)
- 24 29 302 032 (affects part of the land)
- 24 29 302 016 (affects part of the land)

Common Street Address:

12659 S. Ridgeland  
N.E. Corner of 127<sup>th</sup> Street & Ridgeland Ave.  
Palos Heights, IL 60463

Cook County Clerk's Office

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Title: Manager

[THIRD PARTY CONSENTS FOLLOW ON THE NEXT PAGE]

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I CERTIFY THAT THIS  
IS A TRUE AND CORRECT COPY

OF RECORD

13-04-9108

JAN 12 05

RECORDER OF COOK COUNTY