

# UNOFFICIAL COPY



Doc#: 0625639059 Fee: \$68.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/13/2006 04:18 PM Pg: 1 of 23

Recording requested by  
And when recorded mail to:

**BECKER & GURIAN**  
513 Central Avenue #400  
Northland Park, IL 60035

JBG

SPACE ABOVE THIS LINE RESERVED FOR  
RECORDER'S USE

## SECOND AMENDMENT TO OPERATION AND EASEMENT AGREEMENT

This Second Amendment to Operation and Easement Agreement ("**Amendment**") is entered into as of 7.1.05, ~~2005~~ (the "**Effective Date**"), by and among TARGET CORPORATION, a Minnesota corporation formerly known as Dayton Hudson Corporation ("**Target**"), KM-TB, L.L.C., an Illinois limited liability company ("**Developer**"), HD-TB, L.L.C., an Illinois limited liability company ("**HD**"), THE PEP BOYS, MANNY, MOE & JACK OF CALIFORNIA, a California corporation ("**Pep Boys**"), BROADVIEW HOLDINGS, INC., an Illinois corporation ("**Amazing Savings**"), MCDONALD'S CORPORATION, a Delaware corporation ("**McDonald's**"), COLE TAYLOR BANK, an Illinois banking corporation ("**Cole Taylor**"), and LASALLE BANK NATIONAL ASSOCIATION, not personally, but as Trustee under Trust Agreement dated September 1, 1994 ("**Trust Agreement**") and known as Trust Number 118772-06 ("**Trustee**").

### RECITALS:

A. Target and Developer's predecessor in interest (American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated December 1, 1991, and known as Trust No. 1144854-06) entered into that certain Operation and Easement Agreement dated July 20, 1993 and recorded on September 2, 1993 with the County Recorder's Office of Cook County Illinois (the "**Recorder**"), as Document No. 93703155, as amended by that certain First Amendment to Operation and Easement Agreement dated September 12, 1994 and recorded on September 22, 1994 with the Recorder as Document No. 94828436 (as further amended by various letter agreements, collectively, the "**OEA**"), related to the operation of a shopping center located in the City of Broadview, County of Cook, State of Illinois (the "**Shopping Center**"), as further defined in the OEA, and legally described in attached and incorporated Exhibit A;

B. Developer's predecessor in interest sold and/or transferred portions of the Developer Tract to Pep Boys, Amazing Savings, HD, McDonald's, Cole Taylor and Trustee;

C. The Parties desire to amend the OEA as hereinafter provided; and

D. All capitalized terms not otherwise defined in this Amendment will have the meanings ascribed to them in the OEA.

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## AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Easements. The following is added as Section 2.5 to the OEA:

"**2.5 Easement from Target in favor of Developer**. During the term of this OEA, Target hereby grants to Developer for its use and for the use of its Permittees, in common with others entitled to use the same, an easement under, through and across that portion of the Target Parcel that is depicted on the Site Plan set forth on attached and incorporated Exhibit C-1 (the "**Easement Premises**"), for the purpose of the construction, maintenance, repair and replacement of the curb cuts which serve a portion of Outlot 1, together with the right, permission and authority to enter upon such portions of the Easement Premises as may be reasonably necessary for such purposes. Developer, its successors and/or assigns are solely responsible for the costs of maintaining such curb cuts and the same will not be considered part of the Common Area of the Shopping Center."

2. Outlot Common Area Maintenance. The last sentence of Section 4.2(A) of the OEA is hereby deleted in its entirety and replaced with the following:

"Notwithstanding the foregoing, in the event that the Occupant of an Outlot is not maintaining the Common Area on such Outlot in accordance with the standards set forth in this OEA, Operator, upon written notice to the owner of the Outlot (and, with respect to Outlot 1, only upon the failure of the owner of Outlot 1 to correct the deficiencies set forth in the notice from Operator within thirty (30) days of the date of such notice) and to the Approving Parties, may take over the maintenance of the Common Area on such Outlot and bill the owner of the Outlot directly for the cost of such maintenance, but in no event shall the cost of such maintenance be included in Common Area Maintenance Costs."

3. Signage.

- 3.1 The following sentence is hereby added to Section 5.3(B) of the OEA after the second sentence thereof:

"Notwithstanding the foregoing, during any period of time that Outlot 1 is occupied by Walgreen Co., an Illinois corporation ("**Walgreen**") and Walgreen is operating its prototypical "**Walgreen's**" store ("**Walgreen Store**") thereon, the foregoing limitations on the number of identification signs placed on building exteriors shall not apply to the Walgreen Store, and Walgreen shall have the right to erect such building signage as may be in compliance with applicable laws and ordinances or for which Walgreen obtains all requisite governmental approvals."

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3.2 The last paragraph of Section 5.3(B) of the OEA is hereby deleted in its entirety and replaced with the following:

"No Occupant of less than sixty thousand (60,000) square feet of Floor Area (except for the Occupant of Outlot 1 during any period of time that Walgreen is the Occupant of Outlot 1) shall have an exterior sign which identified leased departments and/or concessionaires operating under the Occupant's business or trade name, nor shall such sign identify specific brands or products for sale or services offered within a business establishment, unless such identification is used as part of the Occupant's trade name. Any Occupant of sixty thousand (60,000) or more square feet of Floor Area and Walgreen so long as Walgreen is operating a Walgreen Store on the Outlot 1 may have exterior signs identifying departments and indicating operating hours such as, for example, 'Open 24-Hours,' 'Garden Shop,' 'Auto Service,' 'Pharmacy' and 'Grocery'."

4. Exhibit. Exhibit C to the OEA is hereby replaced in its entirety by the site plan dated January 23, 2004 set forth on attached and incorporated Exhibit C-1 (the "Site Plan").

5. Conflicts/Ratification. If there is any conflict between the provisions of the OEA and this Second Amendment, the provisions of this Second Amendment shall control. Except as supplemented and amended by this Second Amendment, the OEA is ratified by Target and Developer as the Approving Parties under the OEA and remains in full force and effect. Each of the Parties represents and warrants that it has the full capacity, right, power and authority to execute, deliver and perform this Second Amendment, and all required actions, consents and approvals therefor have been duly taken and obtained. Furthermore, each of the Parties represents and warrants that upon full execution of this Second Amendment, the OEA as amended by this Second Amendment shall be binding on all parties with any interest in their respective Tracts, including the holder of any mortgagee's interest.

6. No Third Party Beneficiary. The provisions of this Second Amendment and the OEA are for the exclusive benefit of the Parties and not for the benefit of any third person; this Second Amendment and the OEA do not confer any rights, express or implied, upon any such third person; and there are no "third party beneficiaries" to this Second Amendment or the OEA.

7. Entire Agreement. This Second Amendment constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior written or oral agreements pertaining thereto.

8. Counterparts. This Second Amendment may be executed in counterparts or with counterpart signature pages, which upon execution by all Parties shall constitute one integrated agreement.

9. Trustee's Exculpation. This Second Amendment is executed by Trustee, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and no personal liability shall be asserted or be enforceable against said Trustee because or in respect of this Second Amendment or the making, issue or transfer thereof, all such liability, if any, being expressly waived by the other parties to this Second Amendment. It is expressly understood and agreed, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of Trustee, are nevertheless, each and every one of them, made and intended not as personal representations, warranties, covenants, undertakings and agreements by Trustee for the purpose or with the intention of binding

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Trustee personally, but are made and intended for the purpose of binding only that portion of the trust property specifically described in the Trust Agreement, and this instrument is executed and delivered by Trustee, not in its own right, but solely in the execution of the powers conferred upon it as Trustee.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-SIGNATURE PAGE FOLLOWS]**

Property of Cook County Clerk's Office

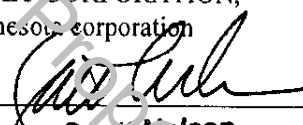
# UNOFFICIAL COPY

## SIGNATURE PAGE TO SECOND AMENDMENT TO OPERATION AND EASEMENT AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Operation and Easement Agreement as of the Effective Date.

**Target:**

TARGET CORPORATION,  
a Minnesota corporation

By:   
Name: Scott Nelson  
Title: Vice President  
Target Corporation

**Pep Boys:**

THE PEP BOYS, MANNY, MOE & JACK OF CALIFORNIA, a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**McDonald's:**

MCDONALD'S CORPORATION,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Cole Taylor:**

COLE TAYLOR BANK,  
An Illinois banking corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Developer:**

KM-TB, L.L.C.,  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HD:**

HD-TB, L.L.C.,  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Amazing Savings:**

BROADVIEW HOLDINGS, INC.,  
an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Trustee:**

LASALLE BANK NATIONAL ASSOCIATION,  
not personally, but solely as Trustee afore said

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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TARGET CORPORATION,  
a Minnesota corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Pep Boys:**

THE PEP BOYS, MANNY, MOE & JACK OF CALIFORNIA, a California corporation

By: Joseph Cirelli  
Name: Joseph Cirelli  
Title: Vice President - Real Estate

**McDonald's:**

MCDONALD'S CORPORATION,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Cole Taylor:**

COLE TAYLOR BANK,  
An Illinois banking corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Developer:**

KM-TB, L.L.C.,  
an Illinois limited liability company

By: \_\_\_\_\_  
John E. Shaffer, Manager

By: \_\_\_\_\_  
E. Thomas Collins, Jr., Manager

**HD:**

HD-TB, L.L.C.,  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Amazing Savings:**

BROADVIEW HOLDINGS, INC.,  
an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Trustee:**

LASALLE BANK NATIONAL ASSOCIATION,  
not personally, but solely as Trustee aforesaid

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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TARGET CORPORATION,  
a Minnesota corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

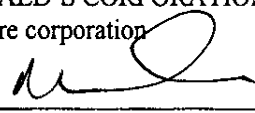
**Pep Boys:**

THE PEP BOYS, MANNY MOE & JACK OF  
CALIFORNIA, a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**McDonald's:**

MCDONALD'S CORPORATION,  
a Delaware corporation

By:   
Name: Mahrukh S. Hussain  
Title: Senior Counsel

**Cole Taylor:**

COLE TAYLOR BANK,  
An Illinois banking corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Developer:**

KM-TB, L.L.C.,  
an Illinois limited liability company

By: \_\_\_\_\_  
John E. Shaffer, Manager

By: \_\_\_\_\_  
E. Thomas Collins, Jr., Manager

**HD:**

HD-TB, L.L.C.,  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Amazing Savings:**

BROADVIEW HOLDINGS, INC.,  
an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Trustee:**

LASALLE BANK NATIONAL ASSOCIATION,  
not personally, but solely as Trustee aforesaid

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Pep Boys:**

THE PEP BOYS, MANNY, MGE & JACK OF  
CALIFORNIA, a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

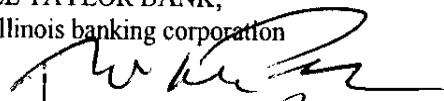
**McDonald's:**

MCDONALD'S CORPORATION,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Cole Taylor:**

COLE TAYLOR BANK,  
An Illinois banking corporation

By:   
Name: Thomas M. Bar  
Title: Senior Vice President

**Developer:**

KM-TB, L.L.C.,  
an Illinois limited liability company

By: \_\_\_\_\_  
John E. Shaffer, Manager

By: \_\_\_\_\_  
E. Thomas Collins, Jr., Manager

**HD:**

HD-TB, L.L.C.,  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Amazing Savings:**

BROADVIEW HOLDINGS, INC.,  
an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Trustee:**

LASALLE BANK NATIONAL ASSOCIATION,  
not personally, but solely as Trustee aforesaid

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



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By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Pep Boys:**

THE PEP BOYS, MANNY, MOE & JACK OF  
CALIFORNIA, a California corporation.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**McDonald's:**

MCDONALD'S CORPORATION,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Cole Taylor:**

COLE TAYLOR BANK,  
An Illinois banking corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Developer:**

KM-TB, L.L.C.,  
an Illinois limited liability company

By: \_\_\_\_\_  
Richard Hulina, Manager  
By: \_\_\_\_\_  
E. Thomas Collins, Jr., Manager

**HD:**

HD-TB, L.L.C.  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: E. Thomas Collins  
Title: Mgr.

**Amazing Savings:**

BROADVIEW HOLDINGS, INC.,  
an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Trustee:**

LASALLE BANK NATIONAL ASSOCIATION,  
not personally, but solely as successor Trustee  
under T/A #118772-06 Dated Sept. 1, 1994

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

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

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TARGET CORPORATION,  
a Minnesota corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Pep Boys:**

THE PEP BOYS, MANNY, MOE & JACK OF  
CALIFORNIA, a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**McDonald's:**

MCDONALD'S CORPORATION,  
a \_\_\_\_\_ corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Cole Taylor:**

COLE TAYLOR BANK,  
A(n) \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Developer:**


KM-TB, L.L.C.,  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**HD:**

HD-TB, L.L.C.,  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*ALWAYS*  
*Amazing Savings* 

BROADVIEW HOLDINGS, INC.,  
an Illinois corporation

By:   
Name: *MICHAEL T. WYON*  
Title: *PRESIDENT*

**Trustee:**

LASALLE BANK NATIONAL ASSOCIATION,  
not personally, but solely as Trustee aforesaid

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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TARGET CORPORATION,  
a Minnesota corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Pep Boys:**

THE PEP BOYS, MANNY, MOE & JACK OF  
CALIFORNIA, a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**McDonald's:**

MCDONALD'S CORPORATION,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Cole Taylor:**

COLE TAYLOR BANK,  
An Illinois banking corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Developer:**

KM-TB, L.L.C.,  
an Illinois limited liability company

By: \_\_\_\_\_  
Richard Hulina, Manager

By: \_\_\_\_\_  
E. Thomas Collins, Jr., Manager

**HD:**

HD-TB, L.L.C.,  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Amazing Savings:**

BROADVIEW HOLDINGS, INC.,  
an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Trustee:**

LASALLE BANK NATIONAL ASSOCIATION,  
not personally, but solely as successor Trustee  
under T/A #118772-06 Dated Sept. 1, 1994

By: Lisa Wilburn  
Name: LISA S. WILBURN  
Title: Trust Officer

Attest:

Attestation not required.  
By: LASALLE BANK NATIONAL ASSOCIATION  
Name: By Agent

*[Faint, illegible text, likely a stamp or footer from the original document.]*

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STATE OF MINNESOTA )  
 ) SS  
COUNTY OF Hennepin )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Scott Nelson, personally known to me to be a/the Vice President of **TARGET CORPORATION**, a **Minnesota 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 and delivered said instrument pursuant to authority given by the Board of Directors of the corporation as his own free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal as of August 23, 2008

Mark Larson  
Notary Public

SEAL



Property of Cook County Clerk's Office



# UNOFFICIAL COPY

STATE OF ILLINOIS        )  
                                  )    SS  
COUNTY OF DUPAGE    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Mahrukh Hussain, personally known to me to be a/the Senior Counsel of **MCDONALD'S CORPORATION**, a Delaware 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 and delivered said instrument pursuant to authority given by the Board of Directors of the corporation as his own free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal as of Sept. 28, 2004.

*Ellen L. Loess*  
Notary Public Ellen L. Loess

SEAL

Property of Cook County Clerk's Office

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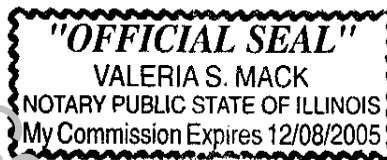
STATE OF ILLINOIS            )  
  )    SS  
COUNTY OF Cook         )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Thomas M. Parr, personally known to me to be a/the Station Vice President of COLE TAYLOR BANK, an Illinois banking 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 and delivered said instrument pursuant to authority given by the Board of Directors of the corporation as his own free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal as of July 9, 2004.

Valeria S. Mack  
Notary Public

SEAL



Property of Cook County Clerk's Office

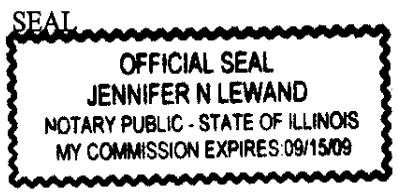
# UNOFFICIAL COPY

STATE OF ILLINOIS        )  
   )    SS  
 COUNTY OF COOK         )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Joseph Geisel, personally known to me to be a/the ~~Chairman Vice President~~ of NAI HIFFMAN ASSET MANAGEMENT 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 and delivered said instrument pursuant to authority given by the member(s)/manager(s) of the company as his own free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and official seal as of July 1, 2008

Jennifer N Lewand  
 Notary Public



Property of Cook County Clerk's Office



# UNOFFICIAL COPY

STATE OF ILLINOIS        )  
  )  
COUNTY OF COOK        )    SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that [Signature], personally known to me to be a/the President of **BROADVIEW HOLDINGS, INC., an Illinois 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 and delivered said instrument pursuant to authority given by the Board of Directors of the corporation as his own free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal as of April 20, 2004.

Carolyn Halliburton  
Notary Public

SEAL



Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS        )  
   )    SS  
 COUNTY OF COOK         )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that LISA W. BURT, personally known to me to be the Trust Officer of **LASALLE BANK NATIONAL ASSOCIATION, a national banking association**, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument pursuant to authority given by the Board of Directors of the corporation as his own free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal as of 3/14/, 2004.<sup>5</sup>

Patricia L. Alvarez  
 Notary Public



Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## JOINDER OF OPERATOR

NAI Hiffman Asset Management LLC, as the Operator under the OEA, hereby joins in the execution of this Amendment to Operation and Easement Agreement.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officer as of July 1, 2008

**NAI HIFFMAN ASSET MANAGEMENT LLC,**  
An Illinois limited liability company

By: Joseph M. Geisel  
Name: Joseph M. Geisel  
Title: Executive VP.

of Cook County Clerk's Office

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## ADDENDUM

### CONSENT AND JOINDER

The undersigned, LaSalle Bank National Association, Trustee under a Pooling and Servicing Agreement dated as of September 1, 1997, GMAC Commercial Mortgage Securities, Inc., Commercial Mortgage Pass-Through Certificates, Series 1997-C1 by and through GMAC Commercial Mortgage Corporation, its Master Servicer, hereby consents to and joins in the execution of the within and foregoing Grant of Second Amendment to Operation and Easement Agreement between LaSalle Bank National Association, not personally, but as Trustee under the Trust Agreement dated September 1, 1994 and known as Trust Number 118772-06 and Target Corporation, a Minnesota corporation formerly known as Dayton Hudson Corporation, KM-TB, L.L.C., an Illinois limited liability company, HD-TB, L.L.C., an Illinois limited liability company. The Pep Boys, Manny, Moe & Jack of California, a California corporation, Broadview Holdings, Inc., an Illinois corporation, McDonald's corporation, and Cole Taylor Bank ("Easement Agreement"), by virtue of their rights and interests set forth in that certain Mortgage, Assignment of Leases and Security Agreement, and agrees to the granting of the aforesaid easement and agrees that any sale under foreclosure of such mortgage shall be subject to such Easement Agreement.

This 10 day of March 2005.

Signed, sealed and delivered in the presence of:

LaSalle Bank National Association, Trustee under a Pooling and Servicing Agreement dated as of September 1, 1997, GMAC Commercial Mortgage Securities, Inc., Commercial Mortgage Pass-Through Certificates, Series 1997-C1

By: GMAC Commercial Mortgage Corporation, its Master Servicer

Witness:

*[Signature]*  
 \_\_\_\_\_

By:

*[Signature]*  
 Name: AVIS TSUYA  
 Title: VICE PRESIDENT

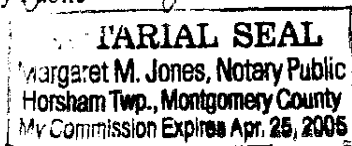
### ACKNOWLEDGEMENT:

COMMONWEALTH OF PENNSYLVANIA )  
 )  
 )ss  
 COUNTY OF MONTGOMERY )

On the 10<sup>th</sup> day of March 2005, before me, a Notary Public in and for the said State, the personally appeared Avis Tsuya, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

In Witness Whereof, I have hereunto set my hand and official seal.

*Margaret M. Jones*  
 Notary Public



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## Exhibit A

### Legal Description of the Shopping Center

#### PARCEL 1:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 in Broadview Village Square, being a subdivision of part of the Southeast Quarter of Section 22, Township 39 North, Range 12 East of the Third Principal Meridian, according to the Plat thereof recorded March 8, 1994, as Document 94212972, in Cook County, Illinois.

#### PARCEL 2:

Easement for ingress and egress for pedestrian and vehicular access as set forth in the Operation and Easement Agreement dated July 20, 1993 and recorded September 2, 1993, as Document Number 93703155, amended by First Amendment to Operation and Easement Agreement dated September 12, 1994 and recorded on September 22, 1994, as Document No. 94828436, over and across Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 in Broadview Village Square, aforesaid.

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Exhibit C-1

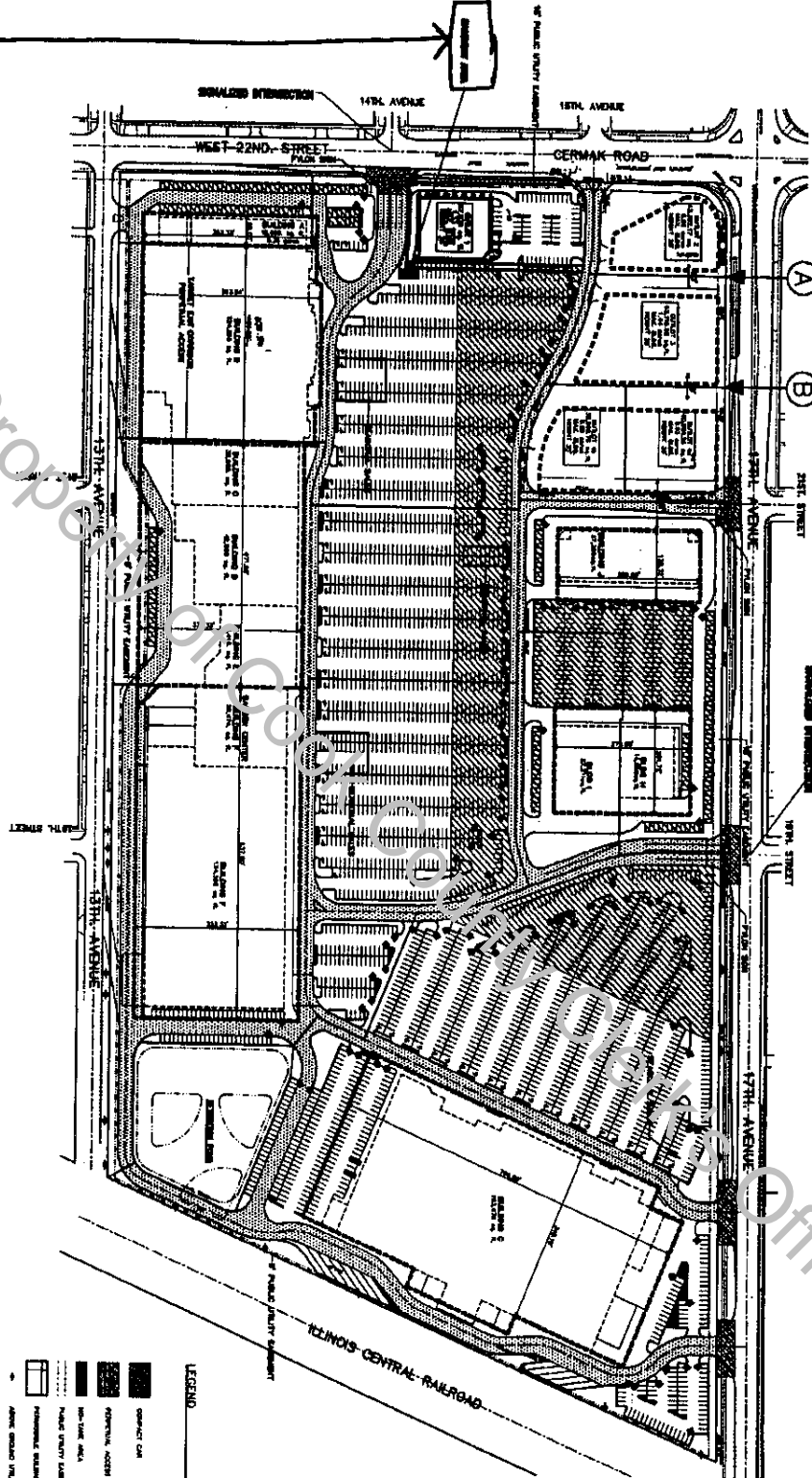
The Site Plan

Property of Cook County Clerk's Office



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EMSEMENT AREA



OE A EXHIBIT C - 1  
SITE PLAN



LEGEND

- CONCRETE CURB
- GRAVEL AREA
- ASPHALT AREA
- PAVED UTILITY EASEMENT
- UNIMPROVED EXISTING AREA
- PAVED UTILITY EASEMENT
- UNIMPROVED EXISTING AREA
- PAVED UTILITY EASEMENT
- UNIMPROVED EXISTING AREA

1 OF 1



**MARCHRIS ENGINEERING, LTD.**  
CONSULTING ENGINEERS  
100 EAST STATE PARKWAY - SCHALSBURG, IL - 60173 - 647-880-6387

**OE A EXHIBIT**

DESIGN: JE	DRAWING: SAH
SCALE: 1"=100'	DATE: JAN. 23, 2004

SITE IMPROVEMENTS  
FOR  
**BROADVIEW VILLAGE SQUARE**  
NORTHEAST CORNER OF CERMAK ROAD AND 17th AVENUE  
BROADVIEW, ILLINOIS

NO.	DATE	REVISIONS