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Doc#: 0817229036 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/20/2008 12:01 PM Pg: 1 of 10

This document was prepared by
and upon recording should be
returned to:

Brian C. Shea
Polsinelli Shalton Flanigan Suelthaus PC
180 N. Stetson Avenue
Suite 4525
Chicago, Illinois 60601

(The Above Space For Recorder's Use Only)

FIRST AMENDMENT TO DETENTION BASIN EASEMENT DECLARATION AND AGREEMENT

THIS FIRST AMENDMENT TO DETENTION BASIN EASEMENT DECLARATION AND AGREEMENT (this "Amendment") is made as of the 29th day of April, 2008, by and among PARROT LIMITED PARTNERSHIP, an Illinois limited partnership ("Parrot"), TCF NATIONAL BANK, a national banking association ("TCF"), and GEORGE STREET PLACE, LLC, REINA HOLDINGS GEORGE ST. LLC and MREINA HOLDINGS GEORGE ST. LLC, each an Illinois limited liability company (collectively, the "Other Parties").

The following recitals of fact are a material part of this Amendment:

- A. TCF is the holder of legal title to a certain parcel of land in the Village of Melrose Park (the "Village"), County of Cook and State of Illinois which is legally described on Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "TCF Property");
- B. Parrot is the holder of legal title to a certain parcel of land in the Village, which is adjacent to the TCF Property and is legally described on Exhibit B attached hereto and made a part hereof (hereinafter referred to as the "Parrot Property");
- C. The Other Parties are the owners of one or more parcels of land adjacent to the TCF Property and the Parrot Property as legally described on Exhibit C attached hereto and made a part hereof (the "Other Property").
- D. TCF, Parrot and the Other Parties entered into that certain Detention Basin Easement Declaration and Agreement dated as of November 13, 2007 (the "Original Agreement"), pursuant to which certain rights, privileges, obligations, duties, easements, restrictions and covenants were established between the parties and upon their respective parcels;

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E. Each of TCF, Parrot and the Other Parties agreed, at the time that the Original Agreement was executed, to enter into an amendment to the Original Agreement at a later date in order to complete certain information in Sections 1.1 and 2.3 of the Original Agreement that was not available at the time the Original Agreement was executed; and

F. Such previously unavailable information is now available;

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

1. Recitals Incorporated; Certain Defined Terms. The recitals set forth above are incorporated into this Amendment and shall be deemed terms and provisions hereof, the same as if fully set forth in this Paragraph 1. All capitalized terms used herein not otherwise defined shall have the meanings ascribed to them in the Original Agreement.

2. Amendments to the Original Agreement. The parties hereto hereby agree that of the Original Agreement is hereby amended as follows:

2.1 Section 1.1 of the Original Agreement is amended by inserting in the blank space in the third line the date January 30, 2008.

2.2 Section 2.3 of the Original Agreement is deleted in its entirety and is replaced with the following paragraph:

Each of the Other Parties acknowledges and agrees that TCF shall, or shall cause Parrot to, demolish, eliminate or remove the existing above ground storm water detention system located within the Entire Property and shall, or shall cause Parrot to, replace it with the Detention Basin in a timely manner so as not to disrupt the storm water drainage within the Entire Property. Each of the Other Parties further agrees that, collectively, their usage of the Detention Basin shall be limited in maximum capacity to an amount not greater than 110% of the historical maximum capacity of such storage provided in the existing above ground system from the Other Property. All parties hereto acknowledge and agree that the historical volume in the existing above ground system from the Other Property is 21,344 cu. ft. Accordingly, the collective usage by the Other Parties of the Detention Basin shall be limited to a maximum capacity of 23,480 cu. ft. The maximum low flow release rate from the Detention Basin shall be 2.00 cu. ft. per second. Undetained flow from on-site use shall be conveyed over a weir set at the 100 year high water level as indicated on the approved plans.


3. Effect of Amendment. This Amendment modifies and amends the Original Agreement and the terms and provisions hereof shall supersede and control over any contrary or conflicting terms and provisions set forth in the Original Agreement. The Original Agreement, as amended by this Amendment, is hereby ratified and remains in full force and effect.

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4. Counterparts. To facilitate execution of this Amendment, this Amendment may be executed in multiple counterparts, each of which, when assembled to include an original signature for each party contemplated to sign this Amendment, will constitute a complete and fully executed original. All such fully executed original counterparts will collectively constitute a single agreement. Each counterpart may be delivered by facsimile or pdf transmission.

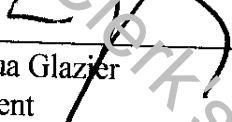
IN WITNESS WHEREOF, each of Parrot, TCF and the Other Parties has executed this Amendment as of the day and year first above written.

TCF NATIONAL BANK, a national banking association

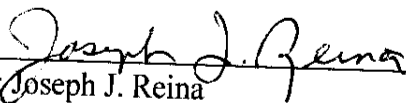
By: 
Name: PAUL J. SOMERS
Title: V.P.

PARROT LIMITED PARTNERSHIP, an Illinois limited partnership

By: Glazier Corporation, a Delaware corporation, its general partner

By: 
Name: Joshua Glazier
Title: President

GEORGE STREET PLACE, LLC, an Illinois limited liability company

By: 
Name: Joseph J. Reina
Title: Manager

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REINA HOLDINGS GEORGE ST. LLC, an Illinois limited liability company

By: JOSEPH J. REINA REVOCABLE TRUST, its member/manager

By: Joseph J. Reina
Name: Joseph J. Reina
Title: Trustee

MREINA HOLDINGS GEORGE ST. LLC, an Illinois limited liability company

By: Michael Reina
Name: Michael Reina
Title: Member/Manager

MORTGAGE CONSENT

Oxford Bank & Trust, mortgagee of George Street Place, LLC, hereby consents to the foregoing Detention Basin Easement Declaration and Agreement as of the 6th day of June, 2008.

OXFORD BANK & TRUST

By: Michael A Pawlak
Name: Michael A PAWLAK
Title: Senior Vice President

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STATE OF ILLINOIS)
)
COUNTY OF COOK) ss

I, _____ a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael A Paulak, Senior Vice Pres of Oxford Bank & Trust, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such bank, 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 bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 6th day of June, 2008.

Michelle Kras
NOTARY PUBLIC

(SEAL)



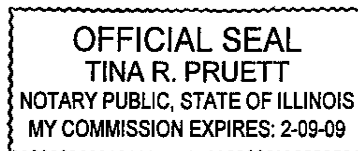
STATE OF ILLINOIS)
)
COUNTY OF COOK) ss

I, Tina Pruett a Notary Public in and for said County, in the State aforesaid, do hereby certify that Paul Somers, Vice President of TCF National Bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice 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 bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 11th day of June, 2008.

Tina R Pruett
NOTARY PUBLIC

(SEAL)



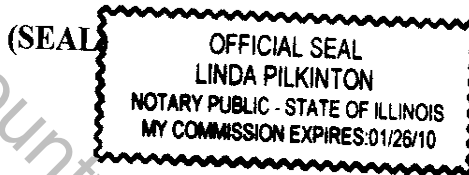
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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, Linda Pilkinton a Notary Public in and for said County, in the State aforesaid, do hereby certify that Joshua Glazier, President of Glazier Corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said 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 17th day of June, 2008.

Linda Pilkinton
NOTARY PUBLIC

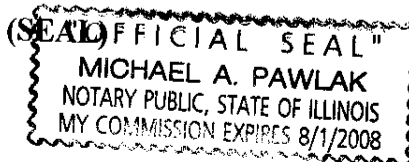


STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, Michael A Pawlak a Notary Public in and for said County, in the State aforesaid, do hereby certify that Joseph J. Reina, Manager of George Street Place, LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, 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 company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 6th day of June, 2008.

Michael A Pawlak
NOTARY PUBLIC



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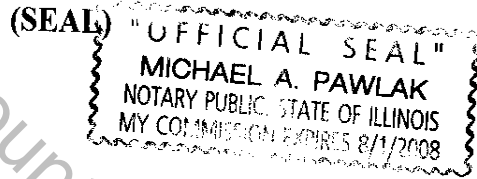
STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, Michael A Pawlak a Notary Public in and for said County, in the State aforesaid, do hereby certify that Joseph J. Reina, Trustee of Joseph J. Reina Revocable Trust, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trustee, 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 trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 6th day of June, 2008.

Michael A Pawlak
NOTARY PUBLIC

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS



I, Michael A Pawlak a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael Reina, Member Manager of Mreina Holdings George Street LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Member Manager, 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 company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 6th day of June, 2008.

Michael A Pawlak
NOTARY PUBLIC



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EXHIBIT A

TCF PROPERTY LEGAL DESCRIPTION

Lot 2 in TCF/Glazier Subdivision, a Resubdivision of Lot 3 in George Street Subdivision, being a subdivision of the Southwest Quarter of the Southeast Quarter of Section 34, Township 40 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded November 2, 2007 as document number 0730615136, in Cook County, Illinois.

PIN : Part of 12-34-404-039 (formerly part of 12-34-404-012 and 12-34-404-028)

Commonly known as part of north west corner of North Avenue and George Street (1401 North Avenue), Melrose Park, IL

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EXHIBIT B

PARROT PROPERTY LEGAL DESCRIPTION

Lot 1 in TCF/Glazier Subdivision, a Resubdivision of Lot 3 in George Street Subdivision, being a subdivision of the Southwest Quarter of the Southeast Quarter of Section 34, Township 40 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded November 2, 2007 as document number 0730615136, in Cook County, Illinois.

PIN : Part of 12-34-404-039 (formerly part of 12-34-404-012 and 12-34-404-028)

Commonly known as part of northwest corner of North Avenue and George Street (1401 North Avenue), Melrose Park, IL

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EXHIBIT C

OTHER PROPERTY LEGAL DESCRIPTION

LOT 2 IN GEORGE STREET SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 26, 2006 AS DOCUMENT NUMBER 0636009188, IN COOK COUNTY, ILLINOIS.

PIN: 12-34-404-038 (formerly 12-34-404-017, 12-34-404-020, 12-34-404-023, 12-34-404-027, 12-34-404-028, 12-34-404-033)

Commonly known as: 1930 George Street, Melrose Park, IL