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RETURN RECORDED DOCUMENT TO:

Walgreen Co.
Real Estate Law Department
104 Wilmot Road, 2nd Floor
MS #1420
Deerfield, Illinois 60015
Attn: Jennifer Pautler



Doc#: 0910733007 Fee: \$90.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/17/2009 08:49 AM Pg: 1 of 10

FIRST AMENDMENT TO DECLARATION OF EASEMENT

THIS FIRST AMENDMENT TO DECLARATION OF EASEMENT (the "Amendment") is made and entered into this 24th day of February, 2009, by Chicago Title Land Trust Company, as Successor Trustee to LaSalle Bank National Association, formerly known as LaSalle National Bank, as successor trustee to LaSalle National Trust, N.A., not personally but as Trustee under Trust Agreement dated February 1, 1974 known as Trust No. 45786 ("Declarant")

RECITALS

- A. Declarant is the owner of that certain real property situated in the City of Norridge, County of Cook, State of Illinois, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference, which real property is made up of two parcels, legally described on Exhibit "A" and referred to herein individually as "Parcel A" and "Parcel B," and collectively as the "Parcels".
- B. Pursuant to that Declaration of Easement dated June 8, 2007 and recorded September 25, 2008 as Document #0826933003, Cook County, IL Recorder (the "DEC"), Declarant imposed certain easements upon the Parcels, and to establish certain covenants, conditions and restrictions with respect to said Parcels, for the mutual and reciprocal benefit and complement of Parcel A and Parcel B and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.
- C. In order to correct the Site Plan (as defined in the DEC), Declarant wishes, by the execution and recording of this AMENDMENT, replace such former Site Plan exhibit to the DEC with an updated and corrected plan.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Declarant does hereby declare that the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to, and the DEC shall be hereby amended by the terms, easements, hereinafter set forth in this

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Amendment, and that said Parcels shall be maintained, kept, sold and used in full compliance with and subject to the Declaration, as amended hereby and, in connection therewith, Declarant covenants and agrees as follows:

AGREEMENTS

1. Definitions. For purposes hereof, except as may be expressly provided for herein, all capitalized terms shall have that same definition as provided for in the DEC.
2. Site Plan. The site plan attached to this Agreement as Exhibit "B" and incorporated herein by this reference is hereby approved and shall supersede and replace that site plan previously attached as Page 1 of Exhibit "B" to the DEC, such that each reference to the "Site Plan" or to Exhibit "B" in the DEC shall hereafter be deemed to refer to Exhibit "B" hereto (as well as Page 2 of Exhibit "B" to the DEC, which remains unmodified by this Amendment).
3. In all other respects, said DEC and all of the terms thereof, shall remain unmodified and shall continue in full force and effect. Each of the signatories to this Amendment represents and warrants that he/she has all requisite authority to sign on behalf of, and legally bind, the entity for which he/she is signing. In the event of a conflict between the other terms and conditions contained in this Amendment and those contained in the DEC, the terms and conditions provided herein shall control. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth in the DEC, as amended herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every Owner and/or every other person or entity now or hereafter having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives. This instrument shall bind and benefit, as the case may require, the heirs, legal representatives, assigns and successors of the respective parties.

[signature, notary pages and exhibits follow]

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IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first written above. (See reverse side for the Exculpatory Provision of Chicago Title Land Trust Company)

Chicago Title Land Trust Company, as Successor Trustee to LaSalle Bank National Association, formerly known as LaSalle National Bank, as successor trustee to LaSalle National Trust, N.A., not personally but as Trustee under Trust Agreement dated February 1, 1974 known as Trust No. 45786

Consented To By:

WALGREEN CO.

By: [Signature]

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

By: [Signature]

Its: Trust Officer

Date: April 14th, 2009

Date: February 24, 2009

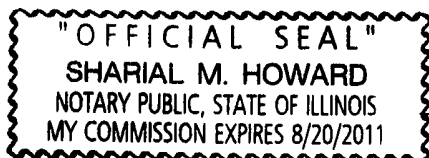
STATE OF ILLINOIS)

COUNTY OF LAKE)

SS

I Sharial M. Howard a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Robert M. Silverman personally known to me to be the same person whose name is subscribed to the foregoing instrument as one of the Div. Vice Pres. of WALGREEN CO. appeared before me this day in person and acknowledged to me that s/he, being duly authorized, signed and delivered said instrument as her/his free and voluntary act in her/his capacity as a Div. Vice Pres. of WALGREEN CO. for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 24th day of February, 2009



[Signature]
Notary Public

My Commission Expires:
8/20/2011

[Handwritten mark]

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Property Clerk's Office

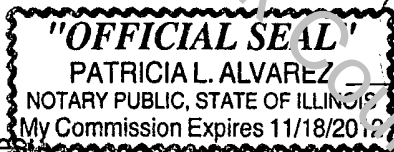
This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in such Trustee, and all the warranties and covenants, undertakings and agreements herein made on the part of the Trustee are not undertaken by it solely in the capacity as Trustee but are also undertaken by it solely in its capacity as personal representative, personally or through any firm or agent, warrantably, against the Trustee on account of any warranty, undertaking or agreement, representation, covenant, or agreement made by it in this instrument.

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public, in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Harriet Denisevicz, Trust Officer of CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION, formerly known as LASALLE NATIONAL BANK, as successor trustee to LASALLE NATIONAL TRUST, N.A., the Trust Officer of said Bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such Trust Officer appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee of Trust No. 45786, as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14 day of April, 2009



Patricia L. Alvarez
Notary Public

My Commission Expires _____

COOK COUNTY Clerk's Office

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Exhibit "A"

Legal DescriptionsParcel A

LOTS 1 THROUGH 12 INCLUSIVE IN NORRIDGE COMMONS SUBDIVISION, BEING A SUBDIVISION OF LOTS 9, 12, 13, 14, 15 AND PARTS OF LOTS 16 AND 17 IN FULLER'S SUBDIVISION, AND PART OF THE SOUTH WEST FRACTIONAL 1/4 NORTH OF THE INDIAN BOUNDARY LINE IN SECTION 18, TOWNSHIP 40 NORTH, RANGE 13, EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED DECEMBER 30, 1977 AS DOCUMENT NO. 24266265 AND AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED DECEMBER 5, 1980 AS DOCUMENT NO. 2563809, IN COOK COUNTY, ILLINOIS.

EXCLUDING THAT PART OF LOTS 1 AND 2 IN NORRIDGE COMMONS SUBDIVISION, BEING A SUBDIVISION OF LOTS 9, 12, 13, 14, 15 AND PARTS OF LOTS 16 AND 17 IN FULLER'S SUBDIVISION, AND PART OF THE SOUTHWEST FRACTIONAL QUARTER NORTH OF THE INDIAN BOUNDARY LINE IN SECTION 18, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 30, 1977 AS DOCUMENT NO. 24266265 AND AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED DECEMBER 5, 1980 AS DOCUMENT NO. 25693809, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 242.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE NORTHERLY LINES OF SAID LOTS 1 AND 2 THE FOLLOWING 3 COURSES: 1) SOUTH 82 DEGREES 30 MINUTES 23 SECONDS EAST, 52.16 FEET, 2) NORTH 83 DEGREES 53 MINUTES 56 SECONDS EAST, 85.75 FEET AND 3) NORTH 68 DEGREES 16 MINUTES 40 SECONDS EAST, 58.17 FEET; THENCE SOUTH 33 DEGREES 04 MINUTES 30 SECONDS EAST AT RIGHT ANGLES TO THE SOUTHEASTERLY LINE OF SAID LOT 2, A DISTANCE OF 118.52 FEET TO SAID SOUTHEASTERLY LINE OF SAID LOT 2; THENCE SOUTH 56 DEGREES 55 MINUTES 30 SECONDS WEST ALONG THE SOUTHEASTERLY LINES OF SAID LOTS 2 AND 1, A DISTANCE OF 305.14 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. CONTAINING 1.0321 ACRES.

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Parcel B

THAT PART OF LOTS 1 AND 2 IN NORRIDGE COMMONS SUBDIVISION, BEING A SUBDIVISION OF LOTS 9, 12, 13, 14, 15 AND PARTS OF LOTS 16 AND 17 IN FULLER'S SUBDIVISION, AND PART OF THE SOUTHWEST FRACTIONAL QUARTER NORTH OF THE INDIAN BOUNDARY LINE IN SECTION 18, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 30, 1977 AS DOCUMENT NO. 24266265 AND AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED DECEMBER 5, 1980 AS DOCUMENT NO. 25693809, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 242.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE NORTHERLY LINES OF SAID LOTS 1 AND 2 THE FOLLOWING 3 COURSES: 1) SOUTH 82 DEGREES 30 MINUTES 23 SECONDS EAST, 52.16 FEET, 2) NORTH 83 DEGREES 53 MINUTES 56 SECONDS EAST, 85.75 FEET AND 3) NORTH 68 DEGREES 16 MINUTES 40 SECONDS EAST, 58.17 FEET; THENCE SOUTH 33 DEGREES 04 MINUTES 30 SECONDS EAST AT RIGHT ANGLES TO THE SOUTHEASTERLY LINE OF SAID LOT 2, A DISTANCE OF 118.52 FEET TO SAID SOUTHEASTERLY LINE OF SAID LOT 2; THENCE SOUTH 56 DEGREES 55 MINUTES 30 SECONDS WEST ALONG THE SOUTHEASTERLY LINES OF SAID LOTS 2 AND 1, A DISTANCE OF 305.14 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. CONTAINING 1.0321 ACRES.

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Clerk's Office

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EXHIBIT "B"

SITE PLAN

Property of Cook County Clerk's Office

A large, thick, black scribble consisting of several vertical, wavy lines, obscuring the text of the site plan. The scribble is positioned in the center of the page, overlapping the diagonal watermark.

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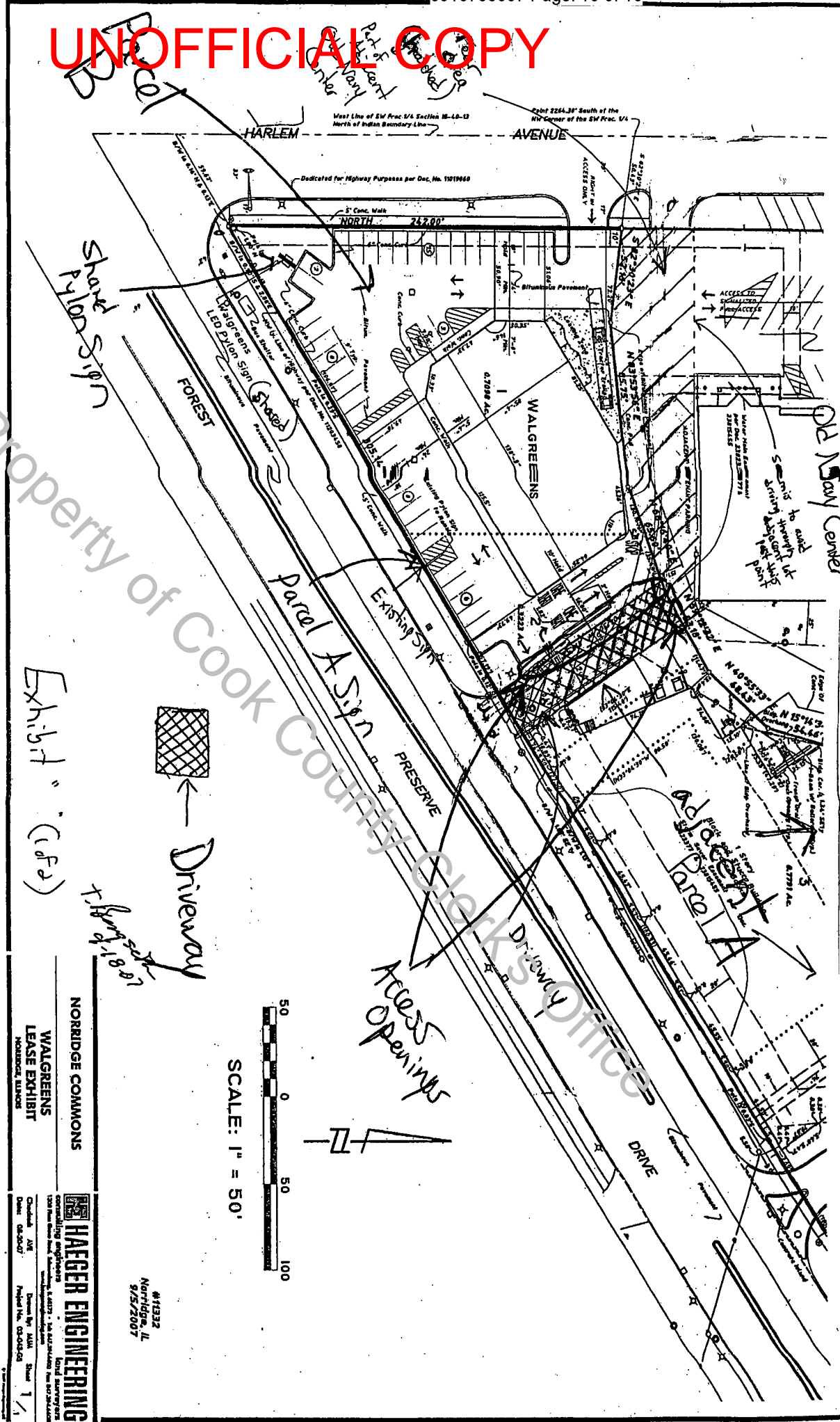


Exhibit " (of 2)

Shared Pylon Sign

Driveway

Access Openings



NORRIDGE COMMONS
 WALGREENS
 LEASE EXHIBIT
 NORRIDGE, ILLINOIS

HAEGER ENGINEERING
 Consulting Engineers
 1300 First Street, Suite 100, Skokie, IL 60076
 Phone: (847) 487-1000
 Fax: (847) 487-1001
 E-mail: info@haeger-engineering.com

Checked: A/E
 Drawn: M/A
 Date: 08/20/07
 Project No.: 03-04-03
 Sheet: 1/1

#11332
NorrIDGE, IL
9/25/2007

Exhibit " (of 2)

DBP