

# UNOFFICIAL COPY

THIS INSTRUMENT  
PREPARED  
BY AND AFTER  
RECORDATION PLEASE  
RETURN TO:

Charles Benvenuto, P.C.  
2901 Butterfield Road  
Oak Brook, IL 60523-1159  
Attention: Gina LaMantia



Doc#: 1010234095 Fee: \$70.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 04/12/2010 02:30 PM Pg: 1 of 18

## COVENANTS, CONDITIONS AND RESTRICTIONS AND THIRD AMENDMENT TO DECLARATION OF EASEMENTS AND RESTRICTIONS AGREEMENT

THIS COVENANTS, CONDITIONS AND RESTRICTIONS AND THIRD AMENDMENT TO DECLARATION OF EASEMENTS AND RESTRICTIONS AGREEMENT (the "CC&R") is made as of January 25, 2010 by INLAND PARK CENTER PLAZA, L.L.C. a Delaware limited liability company ("Inland") and FRANCHISE REALTY INVESTMENT TRUST - IL, a Maryland Real Estate Investment Trust ("McDonald's")

### RECITALS:

A. Inland is the owner of certain real estate located in the Village of Tinley Park, County of Cook, State of Illinois, legally described on Exhibit A attached hereto (the "Shopping Center Tract"); and

B. On even date herewith, Inland has conveyed fee simple interest in and to that portion of the Shopping Center Tract more particularly described on Exhibit B attached hereto to McDonald's (the "McDonald's Tract"); and

C. The Shopping Center Tract, including the McDonald's Tract, is subject to the Declaration of Easements and Restrictions dated August 7, 1987 recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 87-64664, as amended by the First Amendment to Declaration of Easements and Restrictions dated March 21, 1989 recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 89127008, by an Amendment to Declaration of Restrictions dated July 1, 1998 recorded as Document No. 98618348, and by a Second Amendment to the Declaration of Easements and Restrictions and Second Amendment to Declaration of Restrictions dated December 4, 1998 recorded as Document No. 08114248 (collectively, the "Shopping Center Declaration"); and

D. McDonald's has agreed with Inland, as a condition to approval of Amendment to the Special Use-planned unit development and a plat of resubdivision by

P.I.N.: 27-24-201-008  
27-24-201-009  
27-24-201-010

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Inland, to abide by certain restrictions and to pay certain costs of maintenance and operation of the Shopping Center Tract incurred pursuant to the Shopping Center Declaration, on the terms more fully described in this CC&R.

## AGREEMENTS:

NOW, THEREFORE, in consideration of the foregoing premises and the respective representations, warranties, agreements, covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Inland and McDonald's hereby agree as follows:

1. **Definitions.** When used herein, the following terms shall have the respective meanings set forth opposite each such term:

(a) **"Common Area:"** The areas defined as "Common Area" in the Shopping Center Declaration;

(b) **"Common Area Maintenance Cost"** as defined in the Shopping Center Declaration.

(c) **"McDonald's Tract Percentage:"** For each calendar year commencing with calendar year 2010 (prorated for any partial year), the McDonald's Tract Percentage shall be equal to: two and .5118 percent (2.5118%), which is the percentage obtained by dividing 5,089 square feet (the gross building area of the building located upon the McDonald's Tract) by 202,479 (the gross leasable area of buildings located upon the Shopping Center Tract).

2. **Payment Terms.** McDonald's shall make monthly payments to Inland, monthly in advance (commencing on March 1, 2010 and continuing throughout the Term (as hereinafter defined)), equal to the estimate (as reasonably determined by Inland) of the McDonald's Tract Percentage of Operating Expenses attributable to each calendar year (each such monthly payment being referred to as a "**Progress Payment**," or the "**Progress Payments**"), with an adjustment within one hundred and twenty (120) days after the end of each calendar year (the "**True-up Date**"), as follows:

(a) **The Projection.** Inland shall, prior to the commencement of each calendar year, or from time to time during the calendar year, deliver to McDonald's a written notice or notices ("**Projection Notice**") setting forth (i) Inland's reasonable estimate based on an annual budget (collectively, the "**Projection**") of Operating Expenses for such calendar year, and (ii) the amount of the Progress Payment for each month of such calendar year. The amount of each Progress Payment shall be one-twelfth of the Projection for the calendar year.

(b) **Monthly Progress Payment.** Until such time as Inland furnishes to McDonald's a Projection Notice for a calendar year, McDonald's shall pay to Inland a monthly Progress Payment equal to the latest monthly Progress Payment. On or before

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the first day of the next calendar month following the delivery by Inland of a Projection Notice to McDonald's, and on or before the first day of each month thereafter, McDonald's shall pay to Inland the Progress Payment shown in the Projection Notice for such month.

(c) Year-End Adjustment. No later than the True-up Date, Inland shall determine the actual amount of Operating Expenses for the immediately preceding calendar year and the McDonald's Tract Percentage of Operating Expenses for such calendar year and Inland shall provide McDonald's with a written notice of such actual amount of Operating Expenses (together with copies of supporting documentation) (the "Adjustment Statement"). If the McDonald's Tract Percentage of Operating Expenses for such calendar year exceeds the total of the Progress Payments paid by McDonald's for the applicable calendar year, then McDonald's shall, within thirty (30) days after receipt of the Adjustment Statement, pay to Inland an amount equal to the difference between the Progress Payments made by McDonald's for the applicable calendar year and the actual amount of Operating Expenses set forth in the Adjustment Statement for such calendar year. If the Progress Payments paid by McDonald's to Inland for such calendar year exceeds the McDonald's Tract Percentage of Operating Expenses owed for the applicable calendar year, then Inland shall, together with delivery of the Adjustment Statement, pay to McDonald's the difference between the total of actual Operating Expenses as described by the Adjustment Statement and the Progress Payments paid by McDonald's to Inland.

(d) Late Payment. As a charge for late payment, each party shall pay interest on amounts owed to the other and not paid when due at the rate of three percent (3%) in excess of the annual rate of interest from time to time announced by Wall Street Journal as the base rate of interest posted by seventy percent (70%) of the nations largest banks, or if a base rate is not announced or available, then at the rate of twelve percent (12%) per annum (the "Carry Rate"). The Carry Rate shall begin to accrue on the due date for the payment and shall continue to accrue until paid in full.

(e) Calendar year 2010. For calendar year 2010, the monthly Progress Payment shall be \$1,208.95, based on the annual Projection equal to \$14,507.43, and McDonald's shall commence payment of the Progress Payment to Inland in this amount on March 1, 2010 and continuing thereafter throughout the Term.

3. Common Area Operating, Maintenance and Repair Obligations. Inland and McDonald's hereby respectively covenant and agree that: (a) Inland shall be responsible for performing and paying the cost of all obligations under Article 5 of the Shopping Center Declaration to be performed with respect to the Common Area located on the Shopping Center Tract (excluding the McDonald's Tract), and (b) McDonald's shall be responsible for performing and paying the cost of all obligations under Article 5 of the Shopping Center Declaration to be performed with respect to the Common Area located on the McDonald's Tract (including the landscape areas as highlighted on Exhibit C, attached hereto and made a part hereof). However, in

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no event shall McDonald's be required to maintain the area where the parking lot ends (inclusive of the landscaped area) abutting 159<sup>th</sup> Street.

4. Section 4.4 General Use Restrictions, is amended as follows: Inland and McDonald's agree that Section 4.4(a) (vii) is amended to include "(This restriction does not apply to an indoor or outdoor playland or playplace or other game or play facilities operated in conjunction with a McDonald's restaurant.)"

5. Section 5.6 Parking Ratio is added to Article 5 of the Shopping Center Declaration. Inland agrees to maintain on the Shopping Center Tract, a parking ratio of not less than five (5) parking spaces per one thousand (1,000) square feet of leaseable area; and the parking area, common areas and drives, located within one hundred (100) feet of the McDonald's Tract shall not be changed without McDonald's written consent, which consent shall not be unreasonable withheld or delayed. McDonald's may erect curbs and install landscaping in order to further define the McDonald's restaurant building but only in those areas contained within the McDonald's Tract.

Section 5.7 Lot Lighting is added to Article 5 of the Shopping Center Declaration. McDonald's shall have the right to approve the location of lot lights within 100 feet of the McDonald's Tract.

6. Article 2 Easements of the Shopping Center Declaration is amended as follows: (1) Subparagraph (a) of Section 2.1 Easements for the Use of and Access to Common Areas, is amended to include the following sentence: "Inland and McDonald's agree that the Access Roads as depicted on Exhibit B of the First Amendment to Declaration of Easements and Restrictions recorded as Document No. 89127008 shall be amended to include those new access areas as shown cross-hatched on Exhibit D and with respect to all other areas for so long as the Shopping Center exists. The access easement rights shall be perpetual. (2) Subparagraph (b) of Section 2.1 (Easements for Use and Access to Common Areas): McDonald's and Inland agree that McDonald's shall retain all parking rights granted under the Shopping Center Declaration, on the Shopping Center Tract, as those parking spaces exist now and in the future.

Section 2.2 Easements for Utility Facilities. Inland and McDonald's agree that the easements and rights to use the utility lines and related facilities shall be perpetual. Inland may with McDonald's written consent, which consent shall not be unreasonably withheld, relocate the utilities.

Section 2.6 Sign Easement is added to Article 2 (Easements) of the Shopping Center Declaration. Inland hereby grants to McDonald's a perpetual, non-exclusive easement appurtenant to the McDonald's Tract for the purpose of installing, operating, maintaining, repairing, replacing and renewing a McDonald's restaurant monument sign, located adjacent to the flagpoles on the McDonald's Tract, and those related utilities serving the monument sign, over, above, along, under, in and across that 2.4 foot area located north of the McDonald's Tract boundary line abutting 159<sup>th</sup> Street on the Shopping Center Tract. Such area is depicted on Exhibit E, attached hereto. McDonald's

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shall maintain the sign easement area including the landscaping surrounding the monument sign.

The location of the easement may, as to the utilities serving the sign, be modified by Inland with the written consent of McDonald's, which consent shall not be unreasonably withheld, provided there is no interruption of service to McDonald's restaurant located on the McDonald's Tract and provided Inland is responsible for all related cost.

7. Notices. Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing by registered or certified U.S. mail, return receipt requested and postage or other charges prepaid or sent by nationally recognized overnight courier, addressed to the parties at their respective addresses set forth below, and the same shall be effective upon the time it is deposited with the overnight courier or in the U.S. mail. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

If to Inland: Inland Park Center Plaza, L.L.C.  
Inland Real Estate Corporation  
Attn: General Counsel  
2901 Butterfield Road  
Oak Brook, Illinois 60523

Copy to: Inland Commercial Property  
Management Inc.  
2901 Butterfield Road  
Oak Brook, Illinois 60523

If to McDonald's: One McDonald's Plaza  
Oak Brook, Illinois 60523  
Attention: Director,  
U.S. Legal Dept. #091  
L/C: 012-1091

Copy to: McDonald's USA, LLC  
4320 Winfield Road, Suite 400  
Warrenville, IL 60555  
Attn: Real Estate Manager  
L/C: 012-1091

## 8. Miscellaneous.

(a) The headings and captions herein are inserted for convenient reference only and the same shall not limit or construe the paragraphs or sections to which they apply or otherwise affect the interpretation hereof. The terms "hereby,"

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“hereof,” “hereto,” “herein,” “hereunder” and any similar terms shall refer to this CC&R, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of this CC&R. Words of the masculine, feminine or neuter gender shall mean and include the correlative words of other genders, and words importing the singular number shall mean and include the plural number and vice versa. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons. The terms “include,” “including” and similar terms shall be construed as if followed by the phrase “without being limited to.” This CC&R and any document or instrument executed pursuant hereto may be executed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Whenever under the terms of this CC&R the time for performance of a covenant or condition falls upon a Saturday, Sunday or holiday observed by the State of Illinois government offices, such time for performance shall be extended to the next business day. Otherwise all references herein to “days” shall mean calendar days.

(b) If any term or provision of this CC&R, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this CC&R, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this CC&R shall be valid and be enforced to the fullest extent permitted by law.

(c) Inland and McDonald’s hereby agree to execute and deliver, from time to time within thirty (30) days following request by the other party, estoppel certificates confirming to third parties that this CC&R is in full force and effect and free from default (except as therein specified) and such other matters as may be reasonably requested.

9. Enforcement. Each of Inland and McDonald’s shall respectively be entitled to such rights and remedies as may be available to it under equity (including injunctive relief) or law for breach by the other party of the terms of this CC&R and the exercise of any right or remedy shall not be exclusive or preclude exercise of any other right or remedy. In the event of any controversy, claim or dispute between the parties hereto affecting or relating to the purposes or subject matter of this CC&R, the prevailing party or parties shall be entitled to recover from the non-prevailing party or parties all of its expenses, including, but not by way of limitation, reasonable attorneys’ fees (including the reasonable value of in-house counsel services) and court costs.

10. No Third Party Beneficiary. The terms and provisions of this CC&R are not intended to give or confer any benefits, rights, claims, actions or remedies to any person or entity as a third party beneficiary.

11. Transfer of Tract Ownership. Any person who succeeds to the interest of either Inland and McDonald’s respectively, shall be deemed to have assumed any and all covenants, agreements and liability of the transferor under this CC&R and the Shopping

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Center Declaration, as amended, whether accruing prior to or after its succession to such interest.

12. Limitation of Liability. The liability of Inland under this CC&R is limited to and enforceable solely against the assets of Inland constituting an interest in the Shopping Center Tract.

Except as herein amended, the Shopping Center Declaration shall be and remain in full force and effect.

**PLEASE SEE FOLLOWING PAGE FOR SIGNATURES**

Property of Cook County Clerk's Office

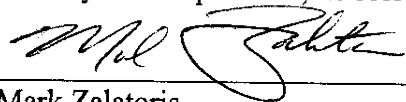
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**IN WITNESS WHEREOF**, this CC&R has been executed and delivered by Inland and McDonald's as of the dates set forth below.

**INLAND:**

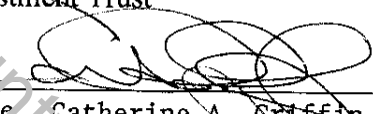
INLAND PARK CENTER PLAZA, L.L.C.,  
a Delaware limited liability company,

BY: INLAND REAL ESTATE CORPORATION,  
a Maryland corporation, its sole member

By:   
Name: Mark Zalatoris  
Title: President  
Date: 1/25/2010

**McDONALD'S:**

FRANCHISE REALTY INVESTMENT  
TRUST - IL, a Maryland Real Estate  
Investment Trust

By:   
Name: Catherine A. Griffin  
Title: Vice President and Secretary  
Date: JANUARY 26, 2010

Property of Cook County Clerk's Office

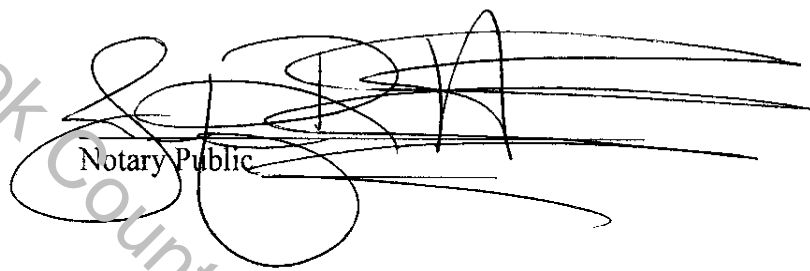


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STATE OF Illinois )  
 ) SS.  
COUNTY OF DePue )

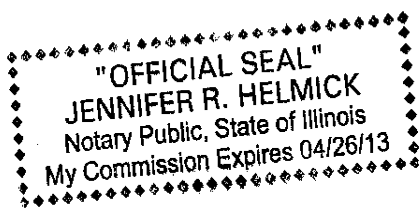
I, Jennifer R. Helmick, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Mark Zalatoris, the President of Inland Real Estate Corporation as the sole member of Inland Park Center Plaza, L.L.C., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of said corporation, appeared before me 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 23<sup>rd</sup> day of January A.D. 2010.

  
Notary Public

My Commission Expires:

04/26/2013

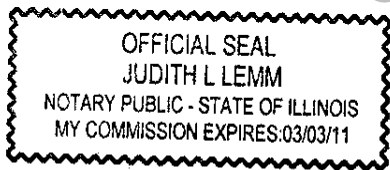


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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF DUPAGE )

I, Judith L. Lemm, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Catherine A. Griffin, the Vice President and Secretary of Franchise Realty Investment Trust - IL, a Maryland Real Estate Investment Trust, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of said corporation, appeared before me in person and acknowledged that she signed and delivered the said instrument as <sup>her</sup> ~~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 26<sup>th</sup> day of JANUARY, A.D. 2010.



Judith L. Lemm  
Notary Public Judith L. Lemm

My Commission Expires:

3-3-2011



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## EXHIBIT A SHOPPING CENTER TRACT

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN;  
EXCEPT THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 24, WITH THE SOUTHERLY LINE OF 159TH STREET, AS DEDICATED PER DOCUMENT 10909313; THENCE SOUTH ALONG SAID EAST LINE OF THE NORTHEAST 1/4 OF SECTION 24, A DISTANCE OF 1223.50 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24; THENCE WEST ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24 TO A POINT DISTANT 70.00 FEET WEST, MEASURED AT RIGHT ANGLES FROM SAID EAST LINE OF THE NORTHEAST 1/4 OF SECTION 24; THENCE NORTH PARALLEL WITH SAID EAST LINE OF THE NORTHEAST 1/4 OF SECTION 24, A DISTANCE OF 1173.78 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONCAVE TO THE SOUTHWEST HAVING A CENTRAL ANGLE OF 89 DEGREES, 41 MINUTES AND A RADIUS OF 50 FEET, A DISTANCE OF 78.26 FEET TO A POINT OF TANGENCY, DISTANT 10 FEET SOUTH, AS MEASURED AT RIGHT ANGLES FROM SAID SOUTHERLY LINE OF 159TH STREET; THENCE WESTERLY PARALLEL WITH SAID SOUTHERLY LINE OF 159TH STREET, A DISTANCE OF 314.28 FEET TO A POINT; THENCE NORTHWESTERLY IN A STRAIGHT, A DISTANCE OF 207.21 FEET TO A POINT ON SAID SOUTHERLY LINE OF 159TH STREET; THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF 159TH STREET, A DISTANCE OF 641 FEET TO THE POINT OF BEGINNING,

### EXCEPTING THEREFROM:

THE WEST 410 FEET LYING SOUTH OF THE SOUTH LINE OF 159TH STREET, AS DEDICATED BY DOCUMENT 10909313 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 30.00 FEET OF THE NORTH 435.01 FEET THEREOF);

### ALSO EXCEPTING THE FOLLOWING DESCRIBED PORTION:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 24; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 109.80 FEET TO A POINT OF INTERSECTION OF THE SOUTHERLY LINE OF 159TH STREET, AS DEDICATED PER DOCUMENT 10909313, WITH THE EAST LINE OF SECTION 24; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF 159TH STREET, AS DEDICATED PER DOCUMENT 10909313, 89.65 FEET; THENCE SOUTHERLY ALONG A LINE FORMING A RIGHT ANGLE WITH THE PREVIOUSLY DESCRIBED LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE WESTERLY ALONG A LINE PARALLEL TO AND 20.00 FEET SOUTHERLY OF THE SOUTHERLY LINE OF 159<sup>TH</sup> STREET, AS DEDICATED PER DOCUMENT 10909313, A DISTANCE OF 265.24 FEET; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES, 39 MINUTES, 26 SECONDS, MEASURED FROM EAST TO SOUTH WITH THE PREVIOUSLY DESCRIBED LINE, A DISTANCE OF 239.81 FEET; THENCE EASTERLY ALONG A LINE FORMING A RIGHT ANGLE WITH THE PREVIOUSLY DESCRIBED LINE, A DISTANCE OF 112.00 FEET; THENCE SOUTHERLY ALONG A LINE FORMING A RIGHT ANGLE WITH THE PREVIOUSLY DESCRIBED LINE, 46.09 FEET; THENCE EASTERLY ALONG A LINE FORMING A RIGHT ANGLE WITH THE PREVIOUSLY DESCRIBED LINE, A DISTANCE OF 173.00 FEET TO A POINT ON THE WEST

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RIGHT OF WAY LINE OF HARLEM AVENUE; THENCE NORTHERLY ALONG THE WEST RIGHT OF WAY LINE OF HARLEM AVENUE, A DISTANCE OF 244.50 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 52 DEGREES, 46 MINUTES, 6 SECONDS, A DISTANCE OF 46.05 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPT THAT PART OF THE LAND DEDICATED BY PLAT OF DEDICATION RECORDED DECEMBER 2, 1988 AS DOCUMENT 88555753 FOR 159TH STREET AND THAT PART OF LAND DEDICATED BY PLAT OF DEDICATION RECORDED DECEMBER 2, 1988 AS DOCUMENT 88555754 FOR PUBLIC STREET ALL IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LAND:  
 THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 24, THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 24 A DISTANCE OF 109.50 FEET TO THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF 159TH STREET, AS DEDICATED PER DOCUMENT 10909313, WITH THE EAST LINE OF SECTION 24; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF 159TH STREET AS DEDICATED PER DOCUMENT 10909313, 89.85 FEET; THENCE SOUTHERLY ALONG A LINE FORMING A RIGHT ANGLE WITH THE PREVIOUSLY DESCRIBED LINE, A DISTANCE OF 20.00 FEET; THENCE WESTERLY ALONG A LINE PARALLEL TO AND 20.00 FEET SOUTHERLY OF THE SOUTHERLY LINE OF 159TH STREET, AS DEDICATED PER DOCUMENT 10909313, A DISTANCE OF 265.24 FEET; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 39 MINUTES 26 SECONDS (MEASURED FROM EAST TO SOUTH WITH THE PREVIOUSLY DESCRIBED LINE), A DISTANCE OF 9.08 FEET TO THE POINT OF BEGINNING; THENCE WESTERLY ALONG A LINE FORMING A RIGHT ANGLE WITH THE PREVIOUSLY DESCRIBED LINE A DISTANCE OF 226.50; THENCE SOUTHERLY ALONG A LINE FORMING A RIGHT ANGLE WITH THE PREVIOUSLY DESCRIBED LINE A DISTANCE OF 138.00 FEET; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 155 DEGREES 09 MINUTES 53 SECONDS (MEASURED FROM NORTH TO SOUTHEAST WITH THE PREVIOUSLY DESCRIBED LINE), A DISTANCE OF 66.67 FEET; THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 114 DEGREES 50 MINUTES 07 SECONDS (MEASURED FROM NORTHWEST TO EAST WITH THE PREVIOUSLY DESCRIBED LINE), A DISTANCE OF 198.50 FEET; THENCE NORTHERLY, ALONG A LINE FORMING A RIGHT ANGLE WITH THE PREVIOUSLY DESCRIBED, LINE A DISTANCE OF 198.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ADDRESS: 159 AND HARLEM AVENUE  
 TINLEY PARK, ILLINOIS

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## EXHIBIT B

## McDONALD'S TRACT

ADDRESS: 15920 S. Harlem Avenue  
Tinley Park, Illinois 60477

P.I.N: 27-24-201-010-0000

**PARCEL 1:**

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 24, THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 24 A DISTANCE OF 109.80 FEET TO THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF 159<sup>TH</sup> STREET, AS DEDICATED PER DOCUMENT 10909313, WITH THE EAST LINE OF SECTION 24; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF 159<sup>TH</sup> STREET AS DEDICATED PER DOCUMENT 10909313, 89.85 FEET; THENCE SOUTHERLY ALONG A LINE FORMING A RIGHT ANGLE WITH THE PREVIOUSLY DESCRIBED LINE, A DISTANCE OF 20.00 FEET; THENCE WESTERLY ALONG A LINE PARALLEL TO AND 20.00 FEET SOUTHERLY OF THE SOUTHERLY LINE OF 159<sup>TH</sup> STREET, AS DEDICATED PER DOCUMENT 10909313, A DISTANCE OF 265.24 FEET; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 39 MINUTES 26 SECONDS (MEASURED FROM EAST TO SOUTH WITH THE PREVIOUSLY DESCRIBED LINE), A DISTANCE OF 9.08 FEET TO THE POINT OF BEGINNING, THENCE WESTERLY ALONG A LINE FORMING A RIGHT ANGLE WITH THE PREVIOUSLY DESCRIBED LINE A DISTANCE OF 226.50; THENCE SOUTHERLY ALONG A LINE FORMING A RIGHT ANGLE WITH THE PREVIOUSLY DESCRIBED LINE A DISTANCE OF 138.00 FEET; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 155 DEGREES 09 MINUTES 53 SECONDS (MEASURED FROM NORTH TO SOUTHEAST WITH THE PREVIOUSLY DESCRIBED LINE), A DISTANCE OF 66.67 FEET; THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 114 DEGREES 50 MINUTES 07 SECONDS (MEASURED FROM NORTHWEST TO EAST WITH THE PREVIOUSLY DESCRIBED LINE), A DISTANCE OF 198.50 FEET; THENCE NORTHERLY, ALONG A LINE FORMING A RIGHT ANGLE WITH THE PREVIOUSLY DESCRIBED, LINE A DISTANCE OF 198.50 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

EASEMENT ESTATE APPURTENANT TO PARCEL 1 CREATED IN DECLARATION OF EASEMENTS AND RESTRICTIONS DATED AUGUST 7, 1987, RECORDED AS DOCUMENT 87464664, FILED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS AMENDED BY (a) FIRST AMENDMENT TO DECLARATION OF EASEMENTS AND RESTRICTIONS DATED MARCH 21, 1989, RECORDED AS DOCUMENT 89127008, FILED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, (b) AMENDMENT TO DECLARATION OF RESTRICTIONS DATED JULY 1, 1998, RECORDED AS DOCUMENT 98618348, FILED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, (c) SECOND AMENDMENT TO DECLARATION OF EASEMENTS AND RESTRICTIONS AND SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS DATED DECEMBER 4, 1998, RECORDED AS DOCUMENT 08114248, FILED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS COVERING AND (d) THIS COVENANTS, CONDITIONS AND RESTRICTIONS AND THIRD AMENDMENT TO DECLARATION OF EASEMENTS AND RESTRICTIONS AGREEMENT DATED JANUARY 25, 2010 TO BE RECORDED IN THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS AND AFFECTING THE REAL PROPERTY MORE PARTICULARLY DESCRIBED THEREIN.

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## EXHIBIT C

### McDONALD'S LANDSCAPE AREA

McDonald's Common Area and Landscape Area  
Area of responsibility highlighted in yellow, see attached

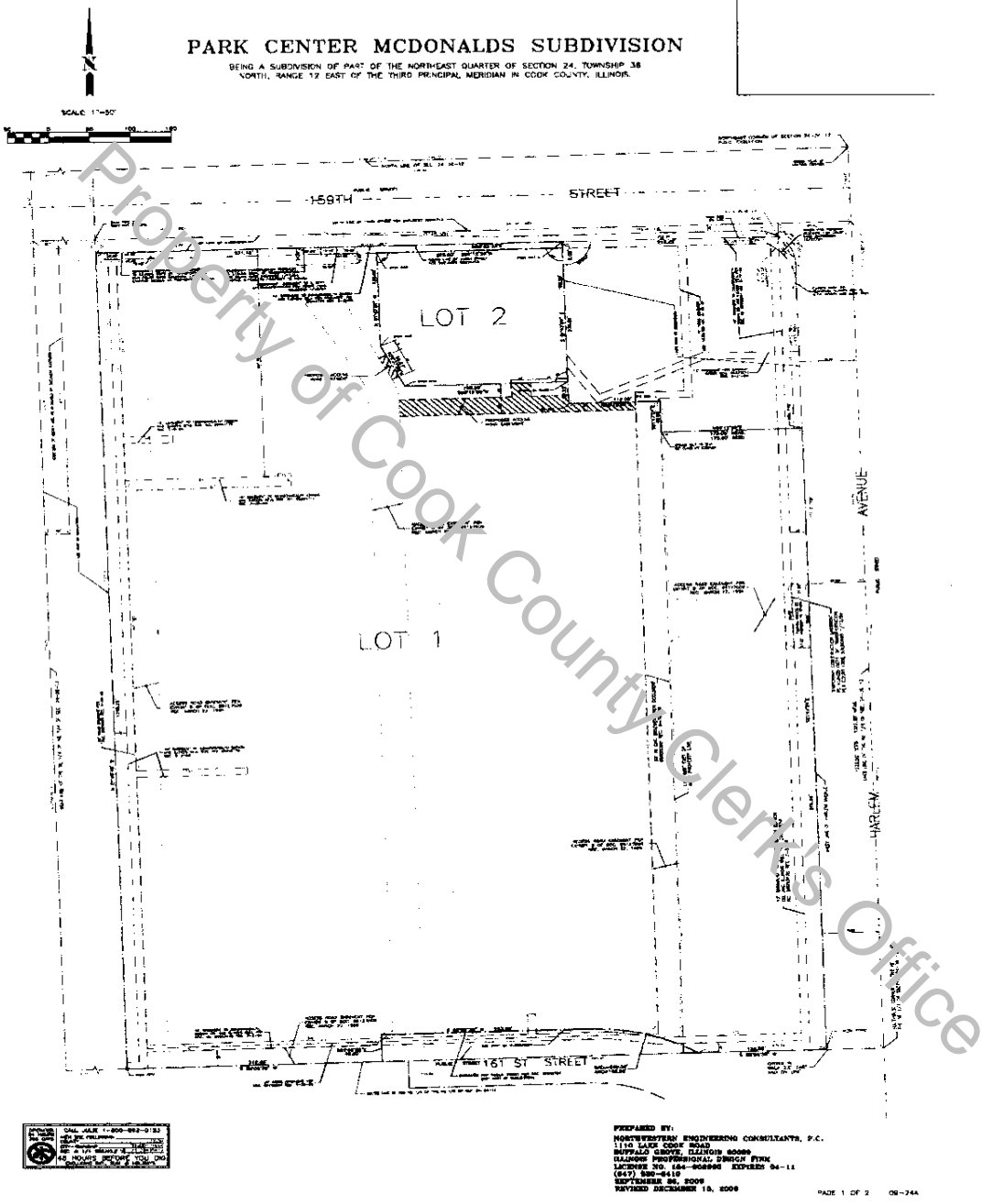
Property of Cook County Clerk's Office





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## EXHIBIT D ADDITIONAL ACCESS ROAD AREAS (CROSS-HATCHED)



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## EXHIBIT E SIGN EASEMENT AREA

