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Doc#: 1026641023 Fee: \$68.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/23/2010 02:51 PM Pg: 1 of 17

WHEN RECORDED MAIL TO:

FIDELITY NATIONAL TITLE
Attn: Kelli J. Vos
1 East Washington Street, Ste. 450
Phoenix, AZ 85004

Escrow No. Z1007484-KJV

LTC # 11836980

DO NOT REMOVE THIS COVER SHEET. IT IS NOW PART OF THE RECORDED DOCUMENT.

DOCUMENT TO BE RECORDED: AFFIDAVIT OF CORRECTION

This Document was prepared by:
Taco Bell Corp.
1 Glen Way
Irvine, CA 92618

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PREPARED BY:
TACO BELL CORP.
1 Glen Way
Irvine, CA 92618

WHEN RECORDED RETURN TO:
FIDELITY NATIONAL TITLE
One E. Washington Street, Suite 450
Phoenix, AZ 85004

AFFIDAVIT OF CORRECTION

This document is entered into effective as of June 1, 2010 between JOSEPH PACINI, individually, and d/b/a PACINI PROPERTY MANAGEMENT; ADELE PACINI; TACO BELL CORP, a California corporation ("TACO BELL"); and TACO BELL OF AMERICA, INC., a Delaware corporation ("TACO BELL OF AMERICA").

Being sworn, JOSEPH PACINI, individually and d/b/a PACINI PROPERTY MANAGEMENT; ADELE PACINI; TACO BELL; and TACO BELL OF AMERICA give record notice of the following:

1. At all times relevant to this Affidavit of Correction ("Affidavit") NORTH STAR TRUST COMPANY, an Illinois Corporation, successor trustee to BANCO POPULAR, successor to PIONEER BANK & TRUST COMPANY, under the provisions of a deed or deeds in trust, duly recorded and delivered in pursuance to a Trust Agreement dated July 6, 1998 and known as Trust Number 25026 (the "TRUST") was the fee owner of real property located in the City of Palatine, County of Cook, State of Illinois as described in Exhibit A attached hereto and incorporated herein by this reference ("Parcel 1") and as described in Exhibit B attached hereto and incorporated herein by this reference ("Parcel 2").

2. JOSEPH PACINI and ADELE PACINI, husband and wife, are the beneficiaries of the TRUST.

3. PACINI PROPERTY MANAGEMENT is a sole proprietorship wholly owned by JOSEPH PACINI.

4. On December 18, 1997 the TRUST, by its duly authorized agent JOSEPH PACINI, as Landlord, entered into that certain Ground Lease ("Lease") regarding Parcel 2 with TACO BELL as Tenant, which Lease is further identified pursuant to that certain Memorandum of Lease recorded January 2, 2001 as Document Number 0010003356 in Cook County, Illinois.

5. TACO BELL OF AMERICA is an affiliate of TACO BELL.

6. On September 28, 1998 JOSEPH PACINI D/B/A PACINI PROPERTY MANAGEMENT, as Landlord, and TACO BELL OF AMERICA, INC., as Tenant, entered into a RECIPROCAL EASEMENT AGREEMENT FOR INGRESS AND EGRESS (the "REA") creating reciprocal easements for ingress and egress over, upon and across Parcels 1 and 2. A copy of the REA is attached hereto and incorporated herein by this reference as Exhibit C.

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7. The REA was recorded January 4, 1999 as Document Number 99003222 in Cook County, Illinois.

8. At all times relevant to this Affidavit JOSEPH PACINI D/B/A PACINI PROPERTY MANAGEMENT was authorized to enter into the REA on behalf of the TRUST.

9. TACO BELL OF AMERICA was inadvertently named as Tenant in the REA. TACO BELL OF AMERICA hereby assigns, retroactive to the date of execution of the REA, to TACO BELL any interest it may have under the REA.

10. For purposes of clarification JOSEPH PACINI D/B/A PACINI PROPERTY MANAGEMENT should have been identified as the authorized agent of the TRUST, as Landlord, and TACO BELL should have been identified as Tenant in the REA.

11. The REA is revised to make the corrections set forth in paragraph 10 above.

12. Exhibit A and Exhibit B of this Affidavit shall replace Exhibit A and Exhibit B of the REA in order to provide current legal descriptions and property tax identification numbers.

13. Except as stated in this document, the REA is unchanged, in full force and effect, and is ratified by JOSEPH PACINI, individually and d/b/a PACINI PROPERTY MANAGEMENT; ADELE PACINI; TACO BELL; and TACO BELL OF AMERICA.

14. This Affidavit may be relied upon by TACO BELL, WINDY LANDINGS, INC., a Michigan corporation, title companies, lenders, and other interested parties.

[Signatures to follow]

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 JOSEPH PACINI, individually and
 d/b/a PACINI PROPERTY MANAGEMENT

STATE OF Illinois }
 } ss.
 COUNTY OF Cook }

On June 1, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph Pacini personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument, the person, or the entity upon which they acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)





 Notary Public

PROPERTY OF COOK County Clerk's Office

UNOFFICIAL COPY

TACO BELL OF AMERICA, INC., a Delaware corporation

By: *Scott Catlett*
Scott Catlett
Title: Attorney-In-Fact

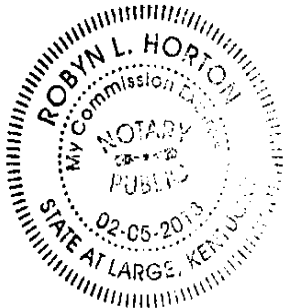
COMMONWEALTH OF KENTUCKY } ss.

COUNTY OF JEFFERSON }

On May 27, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Scott Catlett, Attorney-In-Fact personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument, the person, or the entity upon which they acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)



Robyn Horton
Notary Public

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Exhibit A

LOTS 1A AND 2A IN LAREDO PLAZA RESUBDIVISION OF LOTS 1 AND 2 IN LAREDO PLAZA SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED DECEMBER 20, 2002 AS DOCUMENT NUMBER 0021418691, IN COOK COUNTY, ILLINOIS.

Property Identification Number for Lot 1A: 02-01-302-081

Property Identification Number for Lot 2A: 02-01-302-082

Property of Cook County Clerk's Office

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Exhibit B

LOT 3 IN LAREDO PLAZA SUBDIVISION, BEING A SUBDIVISION OF THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 1999 AS DOCUMENT NO. 99407141, IN COOK COUNTY, ILLINOIS.

Property Identification Number: 02-01-302-080

Property of Cook County Clerk's Office

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Exhibit C

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

Property of Cook County Clerk's Office

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WHEN RECORDED, RETURN TO:

ORIGINAL



99003222

99003222

8766/0301 30 001 Page 1 of 6
1999-01-04 14:36:25
Cook County Recorder 31.00

TRICON REAL ESTATE
17901 Von Karman Ave.
Irvine, CA 92614
Attn: Law Dept.
Site No. 11.1476

RECIPROCAL EASEMENT AGREEMENT FOR
INGRESS AND EGRESS
Landlord and Tenant

THIS RECIPROCAL EASEMENT AGREEMENT ("Easement") is dated as of September 24, 1998 and between Acini Property Management ("Landlord") and Taco Bell of America, Inc. ("Tenant").

RECITALS

- A. Landlord owns real property located in the City of Palatine County of Cook State of Ill. as described in Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel 1").
- B. Tenant leases real property from Landlord located in the City of Palatine County of Cook State of Ill. as described in Exhibit "B" attached hereto and incorporated herein by this reference ("Parcel 2").
- C. The parties desire to create reciprocal easements for ingress and egress over, upon and across Parcels 1 and 2.

EASEMENT

1. Reciprocal Easements for Ingress and Egress. Landlord hereby grants and conveys to Tenant the non-exclusive right in common with others to utilize the driveways, access ways, sidewalks, walkways, exits, entrances, and other paved areas, as same may exist from time to time on Parcel 1, for the use and benefit of Tenant and Tenant's employees, agents, customers, invitees and licensees, for purposes of pedestrian and vehicular ingress and egress.

Tenant hereby grants and conveys to Landlord the non-exclusive right in common with others, during the term of the Lease and any extension thereof, to use the parking areas and spaces, driveways, access ways, sidewalks, walkways, exits, entrances, and other paved areas, as same may exist from time to time on Parcel 2, for the use and benefit of Landlord and Landlord's employees, customers, agents, customers, invitees and licensees, for purposes of pedestrian and vehicular ingress and egress.

2. Barriers. Neither party shall unreasonably prevent, hinder or interfere in any way with the free flow and passage of vehicular and pedestrian traffic to and from Parcel 1 and Parcel 2. The parties hereto acknowledge that the flow and passage of vehicular and pedestrian traffic to and from Parcel 1 and 2 may be disrupted for limited periods of time for periods of repair, restoration, reconstruction, or to prevent a public taking through condemnation or other means of public acquisition.

3. Compliance with Law and Indemnification. Landlord and Tenant covenant and agree, with respect to their respective parcels, to comply with all laws, rules, regulations and requirements of all public authorities, and to indemnify, defend and hold each other harmless against all claims, demands, loss, damage, liabilities and expenses and all suits, actions and judgments (including

BOX 333-CTT

76 85 585
Dial
DIV 1
(13)

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SEP-24-1998 11:42

ATLAS PARTNERS

312 516 5710 P.84/86

but not limited to costs and attorney's fees) arising out of or in any way related to Landlord's or Tenant's failure to maintain its respective parcel in a safe condition. Landlord and Tenant shall give prompt and timely notice of any claim made or suit or action commenced against the other party which in any way would result in indemnification under this Easement.

99003222

4. Maintenance, Expenses and Taxes. Landlord and Tenant covenant and agree to maintain in good condition and repair driveways, access ways, sidewalks, walkways, exits, entrances, and other paved areas on their respective parcels, and to pay all expenses incurred in connection therewith, including the payment of all real estate taxes and assessments, subject only to the right to defer payment in a manner provided by law and/or in connection with a bona fide contest of such tax or assessment, so long as the rights of the other party shall not be jeopardized by the deferring of payment.

5. Covenants Running with Land. The rights contained within this Easement shall run with Parcels 1 and 2 and shall inure to and be for the benefit of Landlord and Tenant, their successors and assigns, and the tenants, subtenants, licensees, concessionaires, mortgagees in possession, customers and business invitees of the parties.

6. Warranty of Title and Quiet Enjoyment. Landlord warrants that it has marketable fee simple title to Parcel 1 subject to no encumbrances which will interfere with Tenant's use of Parcel 1. Landlord shall defend, indemnify and hold Tenant harmless from and against all claims, losses, liabilities and expenses incurred by Tenant as a result of breach of the foregoing warranty.

7. Non-Disturbance Agreement. At Tenant's request, Landlord shall provide a non-disturbance agreement in form and content reasonably acceptable to Tenant from any holder of a mortgage or other encumbrance affecting Parcel 1.

8. Attorneys Fees. In the event that either party brings an action to enforce its rights hereunder, the prevailing party in such action shall be entitled to receive all costs and reasonable attorney's fees in addition to any damages to which it is due by reason of such action.

9. Notices. Any demands or notice allowed or required hereunder shall be given in the manner and to the addresses specified in the Lease.

LANDLORD

TENANT

Joseph Pacini
Atlas Pacini Property Management

Taco Bell of America, Inc.
a Delaware Corporation

By: _____

By: *R. Fryke*

Name: *Joseph Pacini*

Name: *R. FRYKE SHIRLEY*

Title: *owner / president*

Title: *Vice President*

Date: *9/24/98*

Date: *SEP 29 1998*

Reviewed by Gcc

ALL SIGNATURES MUST BE NOTARIZED

Subscribed and sworn before me this 24th day of September, 1998.
James Pacini

NOTARY PUBLIC
JAMES P. K.
Notary Public, State of
My Commission Expires

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99003222

ALL-PURPOSE ACKNOWLEDGMENT
 State of California
 County of Orange

On September 29, 1998 before me, Sheri D. Drake, Notary Public,
 Name, Title of Officer - E.G., "Jane Doe, Notary Public"
 Date

Personally appeared name, R. Bryce Shirley, Assistant Secretary, Vice President
 Name(s) of signer(s)

[X] personally known to me OR [] proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal

Sheri D. Drake
 SIGNATURE OF NOTARY

PROPERTY OF Sheri D. Drake's Office

SHERI D. DRAKE
 Commission # 117705
 Notary Public - California
 Orange County
 My Comm. Expires Mar 21, 2002

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL(S)
 CORPORATE OFFICER(S) _____
 TITLES

PARTNER(S)
 ATTORNEY-IN-FACT
 TRUSTEE(S)
 SUBSCRIBING WITNESS
 GUARDIAN/CONSERVATOR
 OTHER
 Vice President

SIGNER IS REPRESENTING:
 NAME OF PERSON(S) OR ENTITY(IES)
 TBC # 11-1376 Reciprocal Easement

EXHIBIT "A"

99003222

Parcel 1

LEGAL DESCRIPTION OF THE CENTER

Property of Cook County Clerk's Office

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LEGAL DESCRIPTION OF LARDO PLAZA SHOPPING CENTER
PARKLINE, ILLINOIS

EXHIBIT "A"

THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES EAST OF THE WEST 30 ACRES THEREOF (EXCEPT THE SOUTH 70 FEET TAKEN FOR DUNDEE ROAD AND EXCEPT THE EAST 236 FEET THEREOF, AND EXCEPT THE WEST 405 FEET THEREOF, ALSO EXCEPT THE NORTH 2098.75 FEET EAST OF THE WEST 30 ACRES), IN COOK COUNTY, ILLINOIS.

ALSO

THE EAST 170.00 FEET OF THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES EAST OF THE WEST 30 ACRES THEREOF (EXCEPT THE SOUTH 70 FEET TAKEN FOR DUNDEE ROAD AND EXCEPT THE EAST 66 FEET THEREOF AND EXCEPT THE NORTH 170 FEET OF THE SOUTH 240 FEET OF THE WEST 170 FEET OF THE EAST 236 FEET THEREOF, ALSO EXCEPT THE NORTH 2098.75 FEET EAST OF THE WEST 30 ACRES), ALSO, THAT PART OF VACATED RIGHT OF WAY OF BALDWIN ROAD DESCRIBED AS FOLLOWS: THAT PART OF THE EAST 66 FEET OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THE NORTH 2098.75 FEET THEREOF), LYING NORTHERLY OF A LINE 66 FEET NORTHWESTERLY OF AND PARALLEL (AS MEASURED AT RIGHT ANGLES) WITH A LINE DRAWN THROUGH A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, SAID POINT BEING 327.61 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST 1/4, TO A POINT ON THE EAST LINE OF THE WEST 66 FEET OF SAID SOUTHEAST 1/4, 477.61 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST 1/4, IN COOK COUNTY, ILLINOIS.

ALSO

THE WEST 405 FEET OF THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES EAST OF THE WEST 30 ACRES THEREOF (EXCEPT THE SOUTH 70 FEET TAKEN FOR DUNDEE ROAD; ALSO EXCEPT THE NORTH 300 FEET OF THE SOUTH 370 FEET OF THE WEST 225 FEET THEREOF; ALSO EXCEPT THE NORTH 2098.75 FEET EAST OF THE WEST 30 ACRES), IN COOK COUNTY, ILLINOIS.

PROPOSED

Office

Index No. 02-01-302-020-000
1150-1220 E. Dupee Rd. Parkline IL

29003222

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99003222

EXHIBIT "B"

THE WEST 120.00 FEET OF THE EAST 350.00 FEET OF THE NORTH 190.00 FEET OF THE SOUTH 260.00 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE PROPERTY ^{will} ALSO CORRECTLY ^{be} DESCRIBED AS:

LOT 3 IN LARDO PLAZA, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. (UNRECORDED)

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COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

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REAL ESTATE
TITLE DEPT.

FEB 19 1999

RECEIVED