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Prepared by/Return To:

Amin Law Offices, Ltd.  
1900 E. Golf Road, Ste. 1120,  
Schaumburg, IL 60173



Doc#: 1507255077 Fee: \$52.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 03/13/2015 12:22 PM Pg: 1 of 8

Above Space for Recorder's use only

**(RECORDING COVER PAGE)**

## **THIRD AMENDMENT TO DECLARATION OF EASEMENT**

Legal Descriptions: (attached)

Permanent Real Estate Index Number: 07-09-301-022-0000

07-09-301-012-0000

07-09-301-013-0000

Address of Real Estate:

855 W. Higgins Road, Schaumburg, IL

816 - 830 W. Golf Road & 815 - 819 Higgins Road,  
Schaumburg, IL

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## THIRD AMENDMENT TO DECLARATION OF EASEMENT

THIS THIRD AMENDMENT TO DECLARATION EASEMENT ("Third Amendment") is made and entered into as of this 12 day of March, 2015, by and between, GOLF HIGGINS PLAZA, LLC, a Delaware limited liability company ("GH-Plaza") and 919 W. HIGGINS, LLC, an Illinois limited liability company ("Napleton"). GH-Plaza and Napleton may be individually referred to herein as a "Party" and collectively as the "Parties").

### RECITALS

A. The predecessors-in-interest of the Parties, entered into that certain *Declaration of Easement*, dated June 20, 1973 and recorded with the Recorder of Deeds of Cook County, Illinois under Document Number 22411512 ("Declaration"), as amended by that certain *Amendment to Declaration* dated July 6, 1990, and recorded on August 13, 1990 as Document Number 90393169 ("First Amendment") and as further amended by that certain *Agreement (Regarding Access Easement)* dated July 6, 1989 and executed on July 6, 1990, and recorded as Document Number 90393159 (said Declaration, as amended, shall be collectively referred to herein as ("Declaration").

B. GH-Plaza is the record owner of Parcel B (as defined in the Second Amendment) and as legally described at Exhibit 1, attached hereto and incorporated herein by reference (referred to herein as "Parcel B");

C. Napleton is the record owner of Parcel A (as defined in the Second Amendment) and as legally described at Exhibit 2, attached hereto and incorporated herein by reference (referred to herein as "Parcel A");

D. Pursuant to the Second Amendment, the predecessor of GH-Plaza installed a guard rail fence on Parcel B ("Guard Rail Fence") as depicted on Exhibit A to the Second Amendment, a copy of which is attached hereto at Exhibit 3, and incorporated herein by reference.

E. The Village of Schaumburg requires the removal of the Guard Rail Fence from Parcel B, and the Parties seek to amend the Declaration to provide for its removal;

**NOW THEREFORE**, in consideration of the foregoing recitals, the terms and conditions below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Declaration as follows:

1. GH-Plaza shall be permitted remove the Guard Rail Fence currently located on Parcel B as depicted on Exhibit 3 attached hereto. GH-Plaza shall be solely responsible for all costs and expenses in connection with removal of the Guard Rail Fence, and shall obtain all necessary permits and approvals from the Village of Schaumburg in connection therewith. Napleton hereby gives its authorization and consent to the removal of the Guard Rail Fence, and further agrees to provide any written letter of acknowledgment or consent for the removal of the Guard Rail Fence as may be required from the Village of Schaumburg.

2. The Declaration is hereby amended to provide that there shall be no requirement for the installation of a guard rail fence on Parcel B.

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3. Except as set forth herein, the terms and conditions of the Declaration shall remain in full force and effect.

4. This Third Amendment may be executed in counterparts and/or counterpart signature pages, each of which shall be deemed an original, and all of which shall constitute the one and the same instrument.

**IN WITNESS WHEREOF**, the undersigned Parties has executed this Third Amendment effective as of the date set forth above.

**[SIGNATURE PAGES FOLLOWS; BALANCE OF PAGE INTENTIONALLY BLANK]**

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GOLF HIGGINS PLAZA, LLC,  
a Delaware limited liability company

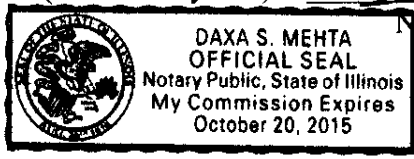
By: [Signature]  
Name: RAKESH PATEL  
Its: M. Member

STATE OF Illinois )  
COUNTY OF Cook )

I, the undersigned, a notary public in and for the county and state above, do hereby certify that Rakesh Patel, as M. Member of GOLF HIGGINS PLAZA, LLC, being known to me to be the same person whose name is subscribed to the above instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the instrument, as his/her free and voluntary act, for the uses and purposes stated above.

Given under my hand and notarial seal this 12<sup>th</sup> day of March, 2015

(Affix Notary Seal) Daya S Mehta  
Notary Public



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## Exhibit 1

### Parcel B

That part of the East Half of the Southwest Quarter of Section 9, Township 41 North, Range 10 East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of said Southwest Quarter; thence Northward along the East line of said Southwest Quarter with a bearing of North 00 degrees 21 minutes 42 seconds East, a distance of 53.10 feet to a point on a line being 70 feet North of and parallel with the center line of Golf Road; thence Westward along the said parallel line with a bearing of South 86 degrees 59 minutes 45 seconds West, a distance of 215.07 feet to the point of beginning; thence continuing Westward along the said parallel line with a bearing of South 86 degrees 59 minutes 45 seconds West, a distance of 495.86 feet; thence Northward along a line being perpendicular to the said center line of Golf Road, North 03 degrees 00 minutes 15 seconds West, a distance of 523.97 feet to a point on the Southerly right of way line of Higgins Road; thence Eastward along the said Southerly line with a bearing of South 71 degrees 59 minutes 46 seconds East, a distance of 443.06 feet; thence South 18 degrees 00 minutes 14 seconds West, a distance of 147.48 feet; thence South 71 degrees 59 minutes 46 seconds East, a distance of 202.84 feet; thence North 86 degrees 59 minutes 45 seconds East, a distance of 129.86 feet to a point on the West line of Salem Drive; thence Southward along the said West line South 00 degrees 21 minutes 42 seconds West a distance of 20.00 feet; thence South 86 degrees 59 minutes 45 seconds West, a distance of 150.00 feet; thence South 53 degrees 51 minutes 38 seconds West, a distance of 31.05 feet; thence South 00 degrees 21 minutes 42 seconds West, a distance of 118.00 feet to the point of beginning, in Cook County, Illinois.

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## Exhibit 2

### Parcel A

That part of Lot 2 in T and C Commercial, Unit No. 3, being a resubdivision of Lot 2 in T and C Commercial, Unit No. 1, being a subdivision of part of the Southwest 1/4 of Section 9, Township 41 North, Range 10 East of the Third Principal Meridian in the Village of Schaumburg, in Cook County, Illinois described as follows: Beginning at the Northeast corner of said Lot 2; thence Southward along the east line of said Lot 2, South 3 00 15" East, a distance of 243.28 feet to the Southeast corner of said Lot 2; thence Westward along the South line of said Lot 2, South 86 59 45" East, a distance of 164.76 feet; thence Northward along a line being parallel with the West line of said Lot 2, North 00 40 44" East, a distance of 299.78 feet to a point on the Northerly line of said Lot 2, being the Southerly right-of-way line of Higgins Road; thence Eastward along the said Northerly line, South 71 59 46" East, a distance of 155.87 feet to the point of beginning,

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EXHIBIT A

STATE ROUTE 72  
(HIGGINS ROAD)



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"PARCEL A"  
(GATES)

SEWELWALK

12' A.O.W. EASEMENT

12' R.O.W. EASEMENT

22.5' R.O.W. EASEMENT

22.5' R.O.W. EASEMENT

GUARDRAIL FENCE TO BE SET 24" FROM GATE.

Easement Area

THIS END SHALL NOT ENCRATCH INTO THE NEXT PARKING LANE BETWEEN PARKING STALLS.

90393170

"PARCEL B"  
(HAMES)

