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THIRD AMENDMENT TO DECLARATION OF EASEMENT

THIS THIRD AMENDMENT TO DECLARATION OF EASEMENT ("Third Amendment") is made and entered into as of this day of September, 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 *First Amendment to Declaration of Easement* dated July 6, 1990, and recorded on August 13, 1990 as Document Number 90393170 ("First Amendment"); as amended by that certain *Second Amendment to Declaration of Easement* dated March 12, 2015, and recorded on March 13, 2015 as Document Number 1507255076 ("Second Amendment") (said Declaration, as first and Second amended, shall be collectively referred to herein as ("Declaration")).
- B. GH-Plaza is the record owner of the property defined in the Declaration as the "Churchill Square Shopping Center" (now commonly known as the Golf Higgins Plaza) and as legally described at Exhibit 1, attached hereto and incorporated herein by reference (referred to herein as "Parcel C");
- C. Napleton is the record owner of Parcel B and as legally described at Exhibit 2, attached hereto and incorporated herein by reference (Lot 2A as defined in the First Amendment) (referred to herein as "Parcel B");
- D. Napleton is also the record owner of Parcel A and as legally described at Exhibit 2, attached hereto and incorporated herein by reference (referred to herein as "Parcel A")
- E. Pursuant to the Declaration, the predecessor of GH-Plaza granted for the benefit Parcel B a non-exclusive easement for the ingress and egress along and upon the parking lot of Parcel C;
- F. Napleton has requested that GH-Plaza modify the easement over Parcel C that portion of Parcel A, B & C which is cross-hatched on Exhibit 3 attached hereto and incorporated herein by reference and entitled "Denotes Ingress and Egress Easement Area hereby Granted" (referred to herein as Easement Area");

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. The easement of the ingress and egress pursuant to the Declaration prior to the date hereof is hereby vacated. From and after the date hereof, GH-Plaza hereby grants as easement for ingress and egress for pedestrian and vehicular traffic running with the land for the benefit of Parcel A & Parcel B, to and from Parcel C and Higgins Road, over and across the Easement Area as depicted on the drawing attached hereto as Exhibit 3; provided, however, no easement shall be granted upon and over existing striped parking spaces on Parcel C. No commercial vehicles or trucks over 10 tons shall be permitted over and across the Easement Area from Parcel C.

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2. From and after the date hereof, Napleton hereby grants as easement for ingress and egress for pedestrian and vehicular traffic running with the land for the benefit of Parcel C, over and across the Easement Area on Parcel A and Parcel B as depicted on the drawing attached hereto as Exhibit 3; provided, however, no easement shall be granted upon and over existing striped parking spaces on Parcel A or Parcel B. No commercial vehicles or trucks over 10 tons shall be permitted over and across the Easement Area from Parcel A or Parcel B.
3. Each Party hereto shall maintain, or cause to be maintained, at its expense, that portion of the easements which lies within the parcels of land owned by such Party, including snow removal form, maintenance to and resurfacing of pavements.
4. This instrument shall be binding on the parties hereto and their respective heirs, personal representatives, successors and assigns as the case may be.
5. Except as set forth herein, the terms and conditions of the Declaration shall remain in full force and effect.
6. This Second 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 Second Amendment effective as of the date set forth above

[SIGNATURE PAGES FOLLOWS; BALANCE OF PAGE INTENTIONALLY BLANK]

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919 W. HIGGINS, LLC
an Illinois limited liability company

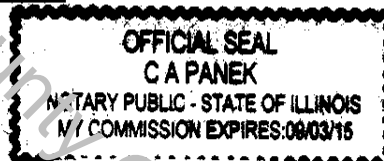
By: [Signature]
Name: STEPHEN R. NAPLETON
Its: MEMBER

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the county and state above, do hereby certify that Stephen R. Napleton, as member of 919 W. HIGGINS, 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 22 ^{OCTOBER} day of ~~September~~, 2015.

(Affix Notary Seal) [Signature]
Notary Public



Clerk's Office

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EXHIBIT 1

PARCEL C

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 NORTHWARD ALONG A LINE 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 SOUTHERNLY RIGHT OF WAY LINE OF HIGGINS ROAD; THENCE EASTWARD ALONG THE SAID SOUTHERNLY 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 OF 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 18.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Commonly Known as 816 – 830 W. Golf Road & 815 – 839 Higgins Road, Schaumburg, Illinois
07-09-301-012-0000
07-09-301-013-0000

Cook County Clerk's Office

UNOFFICIAL COPY**EXHIBIT 2****PARCEL A**

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 EXCEPTING THAT PART THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTHWARD ALONG THE EAST LINE OF SAID LOT 2, SOUTH 3 DEGREES 00 MINUTES 15 SECONDS 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 DEGREES 59 MINUTES 45 SECONDS WEST, A DISTANCE OF 164.76 FEET; THENCE NORTHWARD ALONG A LINE OF SAID LOT 2, NORTH 00 DEGREES 40 MINUTES 44 SECONDS 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 DEGREES 59 MINUTES 46 SECONDS EAST, A DISTANCE OF 155.87 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

Commonly Known as: 911 West Higgins Road, Schaumburg, Illinois
07-09-301-023-0000

PARCEL B

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 EXCEPTING THAT PART THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTHWARD ALONG THE EAST LINE OF SAID LOT 2, SOUTH 3 DEGREES 00 MINUTES 15 SECONDS 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 DEGREES 59 MINUTES 45 SECONDS WEST, A DISTANCE OF 164.76 FEET; THENCE NORTHWARD ALONG A LINE OF SAID LOT 2, NORTH 00 DEGREES 40 MINUTES 44 SECONDS 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 DEGREES 59 MINUTES 46 SECONDS EAST, A DISTANCE OF 155.87 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Commonly Known as: 855 West Higgins Road, Schaumburg, Illinois
07-09-301-022-0000

