

This Document Prepared By and After Recording Return To:

Kostas L. Cios Stotis & Baird Chartered 200 W. Jackson Blvd. Suite 1050 Chicago, IL. 60606 Doc#: 1531716042 Fee: \$52.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00 Karen A. Yardin Dough

Cook County Recorder of Deeds
Date: 11/13/2015 12:10 PM Pg: 1 of 8

SECOND AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

This SECOND AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (this "Second Amendment") is made as of the 2nd day of October, 2015 by and between NORTHSHORE UNIVERSITY HEALTHSYSTEM formerly known as Fvanston Northwestern Healthcare corporation, an Illinois not-for-profit corporation ("NUH"), and 6810 McCORMICK, LLC, an Illinois limited liability company ("Declarant").

RECITALS:

- A. Declarant is the current legal title holder of a parcel of land in Lincolnwood, Illinois, legally described on attached Exhibit A ("Lot 1").
- B. NUH is the current legal title holder of a parcel of land adjacent to Lot 1, which parcel is legally described on attached Exhibit B ("Lot 2").
- C. Lot 1 and Lot 2 are subject to a Declaration of Easements, Coverants, Conditions and Restrictions dated as of June 28, 2000 and recorded with the office of the Recorder of Cook County, Illinois on October 12, 2001 as document 0010949645 (the "Initial Declaration"), as amended by that certain Amendment To Declaration of Easements, Covenants, Conditions and Restrictions dated as of April 11, 2003 and recorded with the office of the Recorder of Cook County, Illinois on May 6, 2003 as document 0312631073 (the "First Amendment"). The Initial Declaration and the First Amendment shall collectively be referred to as the "Declaration").
- D. The parties desire to modify the Declaration, as set forth in this Second Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

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ARTICLE 1. AMENDMENT TO USE RESTRICTIONS

1.1 Amendment to Section 2(b) of Initial Declaration. Section 2(b) of the Initial Declaration is hereby amended as follows:

The words "exercise or health club, gym" in line 6 of Section 2(b) of the Initial Declaration is hereby deleted and the following is added as a new sentence at the end of Section 2(b): "No owner shall permit its lot to be used for the purpose of an exercise or health club, or gym (collectively the "Fitness Uses") unless, in each case, such Fitness Uses occupy in the aggregate (when combined with all other Fitness Uses on its lot) less that 32,001 square feet and provided the owner on whose lot such use is allowed maintains on-site parking on its lot (without reliance on the other owner's lot, and in the case of Fitness Use on Lot 1, without reliance on the ten (10) Offsite Parking spaces located on Lot 1 for which the owner of Lot 2 has an exclusive use easement pursuant to the First Amendment) sufficient to comply with all zoning requirements applicable to such use (as may be adjusted by ordinance, variance or other municipal relief) plus the number of parking spaces required by the applicable zoning code for all other uses conducted from time to time on the lot (as may be adjusted by ordinance, variance or other municipal relief)."

For purposes of clarity, the effect of the foregoing amendment to Section 2(b) shall be to allow and permit the owners of Lot 1 or Lot 2 to use or occupy, or allow third parties to use or occupy, their respective lots for purposes of 20 exercise or health club or gym provided the square footage limitations and parking requirements set forth above are met.

ARTICLE 2. CONDITIONAL USE RESTRICTION OF LOT 1

Amendment thru the Expiration Date (as hereinafter defined), the owner of Lot 1 shall not permit Lot 1 to be used or occupied for medical or physician office purposes or for the purpose of providing related healthcare services including clinical, diagnostic, therapcolic laboratory and medical testing services: provided the foregoing shall not prohibit dental or optometry offices. The "Expiration Date", when used herein, shall mean the date upon which I of 2 shall be occupied in whole (i.e. in its entirety) by any use other than medical and physician offices and related healthcare services, it being agreed that so long as any portion of Lot 2 is used for medical and physician office and related healthcare purposes, the restriction shall apply.

ARTICLE 3. NOTICE

3.1 The current address for notice under Section 5 of the Initial Declaration shall be

Declarant:

6810 McCormick LLC

c/o Michael Bousis and Cermak Produce

1250 N. Lake Street Aurora, IL. 60504

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With Copy To:

Stotis & Baird Chartered

c/o Kostas L. Cios 200 W. Jackson Blvd.

S-1050

Chicago, IL. 60606

NUH:

NorthShore University HealthSystem

1301 Central Street

Evanston, Illinois 60201

Attn: Treasurer

With Copy To:

Colliers International

1000 Central Street, Suite 105

Evanston, Illinois 60201 Attn: Property Manager

ARTICLE 4. MISCELLANEOUS

- 4.1 <u>Estoppel Certificate</u>. Each party shall, from time to time upon not less than ten (10) days prior written notice from the other party, execute, acknowledge and deliver to the other party an estoppel certificate certifying (a) that this Agreement is in full force and effect and has not been modified except as disclosed in the certificate and (b) to the certifying parties knowledge, that there are no uncured defaults on the part of the other party hereunder (or specifying such defaults if any are claimed).
- Assessment Waiver. Each party acknowledges that to date the owner of Lot 1 has 4.2 not invoiced the owner of Lot 2 for the assessments content plated under Section 4(d) of the Initial Declaration and Section 1.2(b) of the First Amendment. In consideration of NUH, as the owner of Lot 2, entering into this Second Amendment, Declarant, as the owner of Lot 1, on its own behalf and on behalf of its successors and assigns, hereby waives any and all right to assess and/or collect from NUH, as the owner of Lot 2, any amounts which have accrued and may be otherwise payable by the owner of Lot 2 under the Declaration prior to the date bereof including, without limitation, amounts payable under Section 4(d) of the Initial Declaration and Section 1.2(b) of the First Amendment, excepting the sum of Six Thousand Two Hundred and Sixty-six and 68/100 dollars (\$6,266.68), which amount shall be paid by the owner of Lot 2 to the owner of Lot 1 within five business days after the full execution and delivery of this Second Amendment in satisfaction of the full amount due under the Declaration for the 2015 calander year (i.e. \$5,000 under Section 1.2(b) of the First Amendment and \$1,266.68 under Section 4(d) of the Initial Declaration). The foregoing shall not prevent the owner of Lot 1 from assessing the owner of Lot 2 for amounts which first accrue under such provisions of the Declaration after the date hereof commencing with the 2016 calendar year assessments due on January 1, 2016; provided hereafter, any amounts which are not invoiced to the owner of Lot 2 within one (1) year after the same become payable under the Declaration, shall automatically be deemed waived.
- 4.3 <u>Capitalized Terms.</u> Capitalized terms used but not defined in this Second Amendment shall have the same meanings for purposes hereof as provided in the Declaration.

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- NorthShore Name Change. All references in the Declaration to ENH as the 4.4 owner of Lot 2 shall be changed to NUH.
- No Other Modifications. Except as modified by this Second Amendment, the Declaration shall remain in full force and effect.
- Counterparts. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one completed document.
- Severability. Invalidation of any provision contained in this Second Amendment or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.
- Captions. The captions preceding the text of each article and section herein are 4.8 is rec. Carment.

 This Second Amarda not with, the laws of the compared of the included for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Second Amendment.
- Applicable Law. This Second Amendment shall be governed by, and 4.9 construed and interpreted in accordance with, the laws of the State of Illinois.

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the day and year first above written.

NUH:		Declarant:
NORTHSHORE UNIVERSITY SYSTEM, an Illinois not-for-procorporation		6810 MCCORMICK LLC, an Illinois limited liability company
		By:
By: Lay Was		Name:
Name: Gary E. Weiss		Its:
Its: Tiezsurer		ç~~~~~
STATE OF ILLINO'S)	OFFICIAL SEAL
COUNTY OF COOK.) SS.	NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPURES:10/28/17
I. / ris Monten	a Notary	Public in and for the State aforesaid, DO
HEREBY CERTIFY, that Gar	y E. Weiss per	sonally known to me to be the Treasurer of
		ois not-for-profit corporation, whose name is
		efore me this day in person and acknowledged sed said instrument as such officer of such
	•	les the free and voluntary act and deed of such
corporation, for the uses and pur		
CIVEN under my hand a	nd notorial coal t	his 2 day of October, 2015.
GIVEN under my nand a	na notariai seai t	his day of October, 2015.
		1/4,
	`	
STATE OF ILLINOIS)) SS.	0
COUNTY OF COOK.)	1/5
_	•	·C
I,	,_a Notary	Public in and for the State aforesaid, DO personally known to me to
be the Manger of 6810 McCorn	nick LLC, an III	personally known to me to inois limited liability company, whose name is
subscribed to the within instrun	nent, appeared b	efore me this day in person and acknowledged
that as such Manager he/she sig	ned and deliver	ed said instrument as Manager of such limited
liability company as his/her free such limited liability company, f	and voluntary a or the uses and r	ct, and as the free and voluntary act and deed of
miniou monity company, r	or the ases and p	arposes dietent set total.
GIVEN under my hand a	nd notarial seal t	his day of October, 2015.

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the day and year first above written.

<u>NUH</u> :	Declarant:
NORTHSHORE UNIVERSITY HEATH SYSTEM, an Illinois not-for-profit corporation	H 6810 MCCORMICK LLC, an Illinois limited liability company
By: Name: Gary E. Weiss Its: Tressurer	By: Michael Bousis Its: Manager
STATE OF ILLINO'S COUNTY OF COOK.	S.
HEREBY CERTIFY, that Gary E. W. NorthShore University HealthSystem, subscribed to the within instrument, apprehat as such officer he/she signed and	Notary Public in and for the State aforesaid, DO ciss personally known to me to be the Treasurer of an Illinois not-for-profit corporation, whose name is beared before me this day in person and acknowledged delivered said instrument as such officer of such act, and as the free and voluntary act and deed of such erein set forth.
GIVEN under my hand and notar	ial seal thisdzv of October, 2015. Notary
STATE OF ILLINOIS) SS COUNTY OF COOK.	
McCormick LLC, an Illinois limited liab instrument, appeared before me this da he/she signed and delivered said instrument	Notary Public in and for the State aforesaid, DO sis, personally known to me to be the Manger of 6810 bility company, whose name is subscribed to the within by in person and acknowledged that as such Manager ment as Manager of such limited liability company as free and voluntary act and deed of such limited liability in set forth.
OFFICIAL SEAL KOSTAS CIOS KOSTAS CIOS KOSTAS OF ILLIN NOTARY PUBLIC STATE OF ILLIN MY COMMISSION EXPIRES 07/03/2	AAI

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EXHIBIT "A"

LEGAL DESCRIPTION OF LOT 1

Lot 1 in the Bell & Howell Subdivision, the plat of which was recorded September 26, 2001 as Document No. 0010897332 being a subdivision in the Northeast ¼ of Section 35, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

McCormick and Pratt, Lincolnwood, Illinois in.

Symber:

Cook County Cleart's Office

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EXHIBIT "B"

LEGAL DESCRIPTION OF LOT 2

Lot 2 in the Bell & Howell Subdivision, the plat of which was recorded September 26, 2001 as Document No. 0010897332 being a subdivision in the Northeast ¼ of Section 35, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As: McCormick and Pratt, Lincolnwood, Illinois

Property Index Number: 10-35-203-010-0000