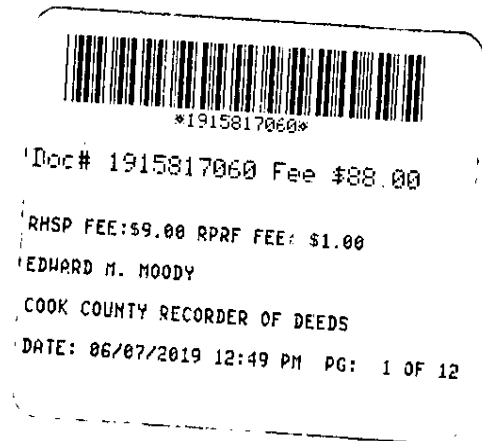


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Prepared by and after
recording, return to:
Kelly M. Greco
Polsinelli PC
150 N. Riverside Plaza, Suite 3000
Chicago, Illinois 60606



AGREEMENT TO MODIFY PLAT OF RAYMOND HARA SUBDIVISION

THIS AGREEMENT TO MODIFY PLAT OF RAYMOND HARA SUBDIVISION (this "Agreement") entered into as of June 14, 2019 (the "Effective Date") modifies the Plat of Raymond Hara Subdivision dated September 29, 1994, and recorded by the Cook County Recorder of Deeds on September 30, 1994, as Document No. 94847852 (the "Plat").

RECITALS:

A. GW NILES 2E, LLC, an Illinois limited liability company ("GW"), is the sole owner of a parcel of land situated in the Village of Niles, County of Cook, State of Illinois, described on Exhibit A attached hereto and incorporated herein ("GW Parcel").

B. NILES 572, LLC, a New Jersey limited liability company ("Niles 572"), is the sole owner of a parcel of land situated in the Village of Niles, County of Cook, State of Illinois, described on Exhibit B attached hereto and incorporated herein ("Niles 572 Parcel").

C. The GW Parcel and the Niles 572 Parcel comprise the area depicted as "Lot 1" on the Plat.

D. AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER PROVISIONS OF A CERTAIN TRUST AGREEMENT DATED JULY 31, 1995 AND KNOWN AS TRUST NUMBER 120670-05 ("Lot 2 Owner"), is the sole owner of a parcel of land situated in the Village of Niles, County of Cook, State of Illinois, described on Exhibit C attached hereto and incorporated herein, which is depicted as Lot 2 on the Plat ("Lot 2").

E. Lot 1 and Lot 2 are collectively referred to herein as the "Development".

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COOK COUNTY RECORDER OF DEEDS
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F. The Development is encumbered by the terms and provisions of the Plat, which, among other things, grants a non-exclusive easement over, upon and across that part of Lot 1, as is more particularly depicted on the Plat and labeled as the “**Lot 2 Access Easement (Non-Exclusive)**”.

G. The term “**Benefited Party**” means each of GW, Niles 572, and Lot 2 Owner (including any tenant(s) and/or occupant(s) of each such party), and “**Benefited Parties**” refers collectively to all of GW, Niles 572, and Lot 2 Owner (including any tenant(s) and/or occupant(s) of such parties).

H. The Benefited Parties desire to modify the Plat in certain respects.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Benefited Parties hereby agree as follows:

1. **Incorporation and Defined Terms.** The recital paragraphs set forth above are hereby incorporated herein as it fully set forth herein. Capitalized terms not otherwise defined herein shall have the same meanings as are ascribed to such terms in the Plat.

2. **Access and Parking Easement.** Notwithstanding anything to the contrary contained in or depicted on the Plat, the Benefited Parties acknowledge and agree that the Lot 2 Access Easement (Non-Exclusive) is revised so that it shall be limited to the Access Driveway depicted on the site plan attached hereto as **Exhibit D** (the “**Site Plan**”). Notwithstanding the foregoing, the Benefited Parties hereby acknowledge and agree that the retail customers of the Benefited Parties shall have the non-exclusive right to park in the parking spaces depicted on the Site Plan and labeled as the “**Shared Parking Spaces**”. Notwithstanding anything herein to the contrary, in no event will any of the Shared Parking Spaces be used by the Benefited Parties for any other purpose. Further to and without limiting the immediately preceding sentence, in no event will any of the Shared Parking Spaces be used (i) by any employee of the Benefited Parties, nor (ii) for storage of automobiles, inventory or other personal property of the Benefited Parties.

3. **Integration of Plat and Controlling Language.** This Agreement and the Plat shall be deemed to be, for all purposes, one instrument. In the event of any conflict between the terms and provisions of this Agreement and the terms and provisions of the Plat, the terms and provisions of this Agreement, in all instances, shall control and prevail.

4. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance is or shall be deemed illegal, invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect and this Agreement shall be interpreted as if such legal, invalid or unenforceable provision did not exist herein.

5. **Entire Agreement.** This Agreement and the Plat contain the entire integrated agreement between the parties respecting the subject matter of this Agreement and the Plat and

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supersede all prior and contemporaneous understandings and agreements, other than the Plat, between the parties respecting the subject matter of this Agreement and the Plat. There are no representations, agreements, arrangements or understandings, oral or in writing, between or among the parties to this Agreement relating to the subject matter of this Agreement or the Plat which are not fully expressed in this Agreement and the Plat, and no party hereto has relied upon any other such representations, agreements, arrangements or understandings. The terms of this Agreement and the Plat are intended by the parties as the final expression of their agreement with respect to those terms and may not be contradicted by evidence of any prior agreement or of any contemporaneous agreement. The parties further intend that no extrinsic evidence whatsoever may be introduced in any judicial proceeding involving this Agreement.

6. Successors and Assigns. Each provision of the Plat and this Agreement shall extend to and shall bind and inure to the benefit of the Benefited Parties, and their respective successors and assigns.

7. Multiple Counterparts. This Agreement may be executed in counterparts, all of which, when taken together, shall constitute a fully executed instrument. Counterparts transmitted by email or other electronic means shall have the same force and effect as an original counterpart.

8. Authority. Each Benefited Party represents and warrants that it has full authority to execute and deliver this Agreement.

9. Ratification. Except as modified hereby, the Plat shall be and shall remain unchanged and in full force and effect in accordance with its terms, and, as the Plat is modified hereby, the Plat is hereby ratified, adopted and confirmed.

[Execution page follows]

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

GW:

GW NILES 2E, LLC,
an Illinois limited liability company

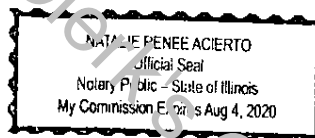
By: *Mitchell Goltz*
Name: Mitchell Goltz
Its: Authorized Signatory

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, the undersigned a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Mitchell Goltz being the Authorized Signatory of GW NILES 2E, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Authorized Signatory appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her 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 Notary Seal, this 11 day of April, 2019.

Notary Public *Natalee Renee Acierio*
My Commission Expires: 8/4/20



[Signatures continue on next page]

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NILES 572:

NILES 572, LLC,

a New Jersey limited liability company

By: David C. Lowenstein

Name: David C. Lowenstein

Its: Manager

STATE OF New Jersey }
 } SS.
 COUNTY OF Essex }

I, the undersigned a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named David C. Lowenstein, being the Manager of Niles 572, LLC, a New Jersey limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her 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 Notary Seal, this 15th day of October, 2018.

Notary Public

My Commission Expires: Dana Siegel

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DANA L. SIEGEL
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires 10/15/2020

[Signatures continue on next page]

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LOT 2 OWNER:

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, AS TRUSTEE UNDER
PROVISIONS OF A CERTAIN TRUST
AGREEMENT DATED JULY 31, 1995 AND KNOWN
AS TRUST NUMBER 120670-05

By: [Signature]
Name: TODD BERMAN
Its: Authorized Signatory

STATE OF IL }
COUNTY OF Cook } SS.

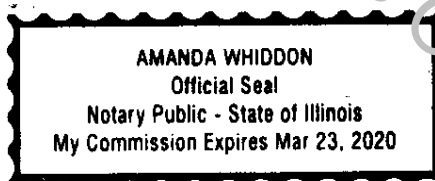
I, the undersigned a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named TODD BERMAN, being the Authorized Signatory of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER PROVISIONS OF A CERTAIN TRUST AGREEMENT DATED JULY 31, 1995 AND KNOWN AS TRUST NUMBER 120670-05, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such TODD BERMAN, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her 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 Notary Seal, this 11 day of April, 2019.

Notary Public
My Commission Expires:

[Signature]

April 11, 2019



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EXHIBIT A

GW PARCEL

LOT 2 AND 2A IN THE FINAL PLAT OF RAYMOND HARA FIRST ADDITION RESUBDIVISION RECORDED AUGUST 23, 2011 AS DOCUMENT NUMBER 1123534015, A RESUBDIVISION OF LOT 1 IN RAYMOND HARA SUBDIVISION RECORDED SEPTEMBER 30, 1994 AND RECORDED AS DOCUMENT NUMBER 94847852, BEING A SUBDIVISION OF THE NORTHEAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 32, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

NILES 572 PARCEL

LOT 1 IN THE FINAL PLAT OF RAYMOND HARA FIRST ADDITION RESUBDIVISION RECORDED AUGUST 23, 2011 AS DOCUMENT NUMBER 1123534015, A RESUBDIVISION OF LOT 1 IN RAYMOND HARA SUBDIVISION RECORDED SEPTEMBER 30, 1994 AND RECORDED AS DOCUMENT NUMBER 94847852, BEING A SUBDIVISION OF THE NORTHEAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 32, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

5701-5729 West Touhy Avenue
Niles, IL 60714

10-32-203-039-0000

10-32-203-040-0000

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EXHIBIT C

LOT 2

LOT 2 IN RAYMOND HARA SUBDIVISION, BEING A SUBDIVISION OF THE NORTHEAST FRACTIONAL QUARTER OF FRACTIONAL SECTION 32, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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EXHIBIT D

SITE PLAN

See attached.

COOK COUNTY
RECORDER OF DEEDS

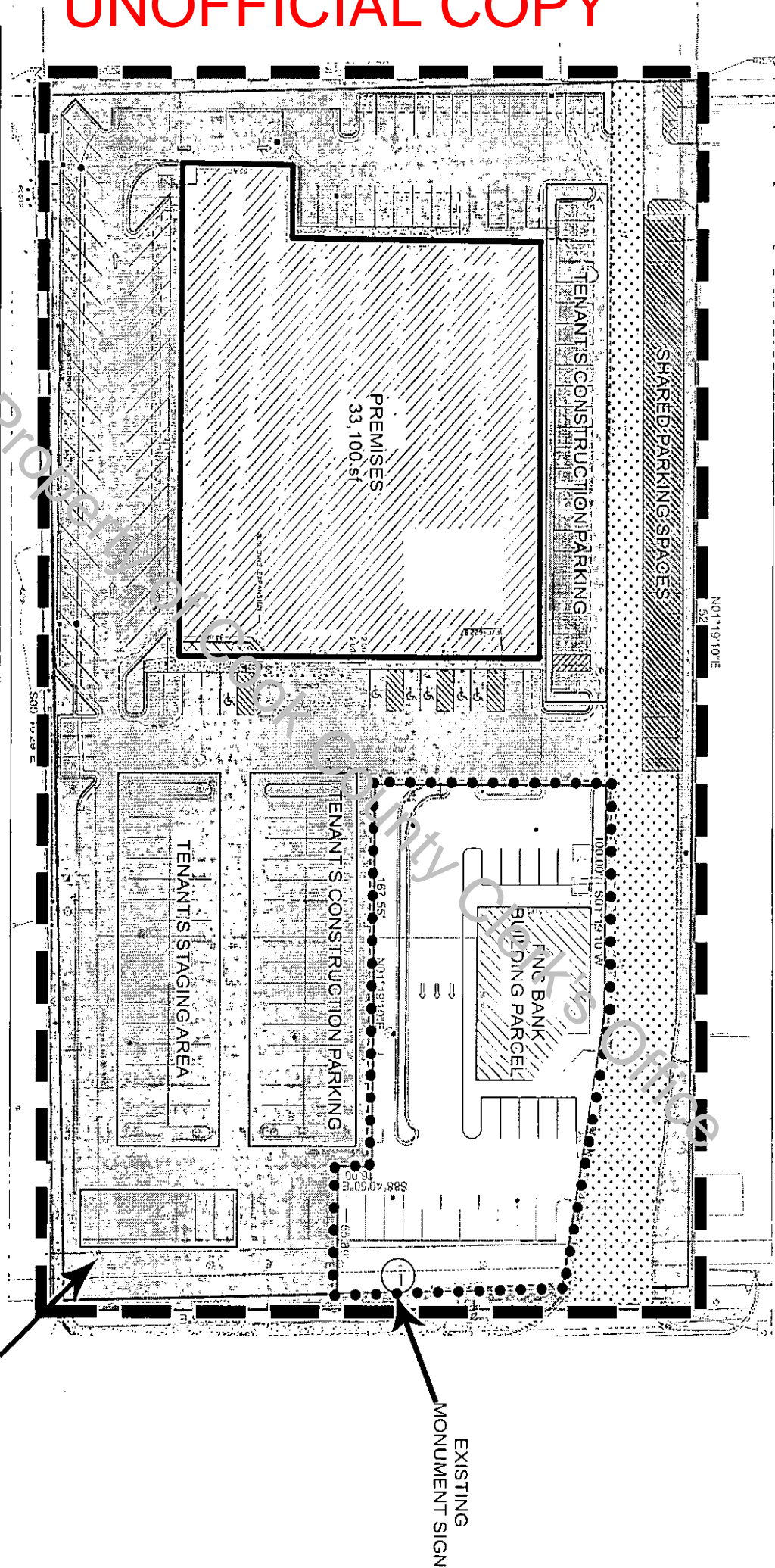
COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

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PARKING SPACES: 193 + 7 H.A. = 200 (NOT INCLUDING BANKING PARKING)
PNC PARKING: 21 SPACES
TOTAL PARKING ON SITE: 221 SPACES

- PROJECT
- TENANT AREA OF CONTROL
- SHARED PARKING SPACES
- ACCESS DRIVEWAY
- TRAILER (PRESALES)
- PNC BANK BUILDING PARCEL
- The PNC Bank Building Parcel is not part of the Project



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LENDER CONSENT

The undersigned, the beneficiary under that certain Mortgage, Security Agreement and Assignment of Leases and Rents dated as of December 11, 2018, and recorded by the Cook County Recorder of Deeds on December 28, 2018, as Document No. 1836219281, as the same may be amended or supplemented from time to time (the "Mortgage"), which Mortgage encumbers the GW Parcel, which is subject to the Declaration, hereby consents to and approves (but does not subordinate its lien or any rights to) the Amendment. The Declaration, as amended hereby, shall not be extinguished, limited or affected to any extent by any foreclosure of the Mortgage.

OLD PLANK TRAIL COMMUNITY BANK, N.A.

By: Umar Riaz
 Name: Umar Riaz
 Title: AVP

STATE OF ILLINOIS

COUNTY OF COOK

The foregoing Lender Consent was acknowledged before me this 23 day of MAY 2019, by UMAR RIAZ as AVP of OLD PLANK TRAIL COMMUNITY BANK, N.A.

Witness my hand and official seal.

My commission expires: 11/20/22

Notary Public

