



1923412006

Doc# 1923412006 Fee \$92.00

Prepared By/Record and Return To:
Sandra H. Ransdell, Esq.
Diamond & Kaplan, P.A.
302 Datura Street, Suite 300
West Palm Beach, FL 33401

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 08/22/2019 10:06 AM PG: 1 OF 19

SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT

THIS SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT (this "Second Amendment") is made as of the 27th day of JUNE, 2019 (the "Effective Date"), by and between SVAP GOLF MILL RETAIL, L.P., a Delaware limited partnership ("SVAP Retail"), SVAP GOLF MILL OFFICE, L.P., a Delaware limited partnership ("SVAP Office" and together with SVAP Retail, the "Developer"), whose address is c/o Sterling Organization, 302 Datura Street, Suite 100, West Palm Beach, Florida 33401, SVAP GOLF MILL RETAIL II, L.P., a Delaware limited partnership ("Sears Parcel Owner"), whose address is c/o Sterling Organization, 302 Datura Street, Suite 100, West Palm Beach, Florida 33401, and JORGEN CLAUSEN AND KRISTINE M. CLAUSEN, AS CO-TRUSTEES OF THE JORGEN AND KRISTINE CLAUSEN FAMILY TRUST DATED JULY 11, 2007, AS AMENDED ("Panera Tract Owner"), whose address is 10210 West Barstow Avenue, Fresno, California 93722.

RECITALS

A. Developer's predecessor in interest, Milwaukee Golf Development Company, and Sears, Roebuck and Co., a New York corporation ("Sears") entered into that certain Amended and Restated Agreement dated as of February 21, 1985 (the "Original REA") which was recorded on March 18, 1985, in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 27477633, which Original REA contains certain covenants and agreements and grants easements for the benefit of, and imposes certain restrictions on, parcels of land now or formerly owned by Developer and Sears which parcels of land together constitute a regional retail development commonly known as Golf Mill Shopping Center (the "Shopping Center").

B. The Original REA was subsequently amended by that certain First Amendment to Amended and Restated Agreement dated as of October 23, 1997 (the "First Amendment") (the Original REA as amended by the First Amendment is hereinafter referred to as the "REA") which was recorded on November 14, 1997, in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 97855177.

C. SVAP Retail is the owner of the portion of the Developer Parcels legally described on **Exhibit B-1** attached hereto, and SVAP Office is the owner of the Office Tower, which is a part of the Developer Parcels and is legally described on **Exhibit B-2** attached hereto.

D. Sears Parcel Owner, as successor-in-interest to Sears, is the owner of the Sears Parcels which is legally described on **Exhibit B-3** attached hereto.

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E. As evidenced by that certain Special Warranty Deed recorded on February 19, 2019, in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 1905041037, SVAP Retail conveyed unto Panera Tract Owner its fee simple interest in and to that portion of the Developer Parcels legally described on **Exhibit B-4** attached hereto (the “**Panera Outparcel**”).

F. Developer, Sears Parcel Owner and Panera Tract Owner (each an “**REA Party**” and collectively, the “**REA Parties**”) desire to further amend the REA as hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged by the parties hereto, it is agreed as follows:

AMENDMENT TO REA

1. Definitions. The capitalized terms used but not defined herein shall have the meanings assigned to them in the REA.

2. Modification of Shopping Center and Permissible Building Areas. As provided by the text of and exhibits to the REA, certain areas within the Shopping Center have been designated as “Permissible Building Areas” within which buildings and other improvements may be constructed. The Site Plan attached hereto as **Exhibit A** shows such previously designated Permissible Building Areas as well as those additional areas which the REA Parties agree shall, from and after the date hereof, be additional Permissible Building Areas. The Plot Plan attached to the First Amendment as Exhibit A is deleted in its entirety and replaced with **Exhibit A** attached hereto.

3. Minimum Parking Ratio. From and after the Effective Date, the term “Minimum Parking Ratio” shall mean the aggregate number of spaces required to be maintained on the Developer Parcels to provide parking for not less than (i) four and three tenths (4.3) cars for each one thousand (1,000) square feet of Floor Area from time to time constructed on the Developer Parcels, excluding, however, the Office Tower, and (ii) two and five tenths (2.5) cars for each one thousand (1,000) square feet of Floor Area within the Office Tower.

4. Term. Notwithstanding anything to the contrary contained in Section 16 of the REA, the REA Parties agree that the term of the REA (as amended hereby) is hereby extended for a period of fifty (50) years from the Effective Date.

5. Notices. Section 14.B. of the Original REA, as amended by the First Amendment, is hereby deleted in its entirety and replaced with the following:

All notices given pursuant to the REA, as amended by this Second Amendment, shall be in writing and shall be given by personal delivery, by United States mail or United States express mail postage or delivery charge prepaid, return receipt requested, or by an established express delivery service (such as FedEx), sent to the person and address designated below:

If to Developer:

SVAP Golf Mill Retail, L.P.
302 Datura Street, Suite 100
West Palm Beach, Florida 33401
Attn: Greg Moross

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SVAP Golf Mill Office, L.P.
302 Datura Street, Suite 100
West Palm Beach, Florida 33401
Attn: Greg Moross

With a copy to:

Diamond & Kaplan, P.A.
302 Datura Street, Suite 300
West Palm Beach, Florida 33401
Attn: Sandra H. Ransdell

If to Sears Parcel Owner:

SVAP Golf Mill Retail II, L.P.
302 Datura Street, Suite 100
West Palm Beach, Florida 33401
Attn: Greg Moross

With a copy to:

Diamond & Kaplan, P.A.
302 Datura Street, Suite 300
West Palm Beach, Florida 33401
Attn: Sandra H. Ransdell

If to Panera Tract Owner:

Jorgen and Kristine Clausen
10210 West Barstow Avenue
Fresno, California 93723

With a copy to:

Dowling Aaron Incorporated
8080 North Palm Avenue, Third Floor
Fresno, California 93711-5797
Attn: Christopher A Brown, Esq.

The person and address to which notices are to be given may be changed at any time by any REA Party upon written notice to the other parties. All notices given pursuant to the REA, as amended by this Second Amendment, shall be deemed given upon receipt. For the purpose of the REA, as amended by this Second Amendment, the term "receipt" shall mean the earlier of any of the following: (a) the date of delivery of the notice or other document to the address specified above as shown on the return receipt, (b) the date of actual receipt of the notice or other document by the person or entity specified pursuant to this Paragraph; or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (x) the date of the attempted delivery or refusal to accept delivery, (y) the date of the postmark on the return receipt, or (z) the date of receipt of notice of refusal or notice of non-delivery by the sending party.

6. Amendments. Notwithstanding anything to the contrary contained in Section 14.O. of the Original REA, with the exception of the Panera Outparcel, the REA may be amended or modified without

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the consent or joinder of any owner in fee simple of any Permissible Building Areas labeled "Outparcel" on **Exhibit A** attached hereto (each, an "**Outparcel Owner**") provided such amendment or modification does not impose any materially greater obligations on any Outparcel Owner, materially diminish any Outparcel Owner's rights under the REA, or materially and adversely affect the use and operation of any Outparcel or the easements granted to such Outparcel in the REA.

7. Miscellaneous. Except as amended and modified hereby, the terms and conditions of the REA as heretofore in effect shall remain in full force and effect, and, as amended and modified hereby, are hereby ratified and confirmed in all respects. This Second Amendment may be executed in counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one and the same agreement. In the event of any conflict between the terms and conditions of this Second Amendment and the terms and conditions of the REA, the terms and conditions of this Second Amendment shall govern and control. If any term or provision of this Second Amendment or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Second Amendment and the application of such term or provision to persons or circumstances other than those as to which this Second Amendment is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Second Amendment shall be valid and enforced to the fullest extent permitted by law.

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IN WITNESS WHEREOF, the REA Parties have caused this Second Amendment to be executed as of the day and year first written above.

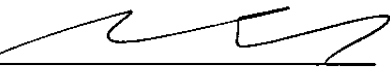
DEVELOPER:

SVAP GOLF MILL RETAIL, L.P.,
a Delaware limited partnership

By: SVAP Golf Mill Retail GP, LLC,
a Delaware limited liability company,
its general partner

By: SVAP Golf Mill, L.P., a Delaware limited
partnership, its manager

By: SVAP GP, LLC,
a Delaware limited liability company,
its general partner

By: 
Name: Greg Moross
Title: Vice President

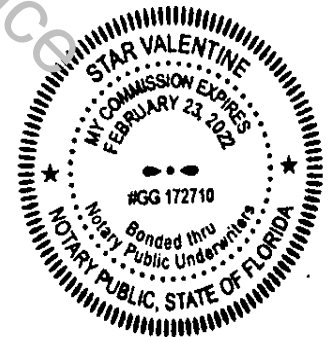


STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 24th day of July, 2019, by Greg MOROSS, the Vice President of SVAP GP, LLC, a Delaware limited liability company, the general partner of SVAP Golf Mill, L.P., a Delaware limited partnership, the manager of SVAP Golf Mill Retail GP, LLC, a Delaware limited liability company, the general partner of SVAP Golf Mill Retail, L.P., a Delaware limited partnership, on behalf of the entities. He is personally known to me, or produced a valid driver's license as identification:

Star Valentine
Notary Public
Name: Star Valentine
My Commission Expires: 2/23/22
My Commission Number is: GG 178710



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[SIGNATURE PAGE TO SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT]

DEVELOPER:

SVAP GOLF MILL OFFICE, L.P.,
a Delaware limited partnership

By: SVAP Golf Mill Office GP, LLC,
a Delaware limited liability company,
its general partner

By: SVAP Golf Mill, L.P., a Delaware limited
partnership, its manager

By: SVAP GP, LLC,
a Delaware limited liability company,
its general partner

By: [Signature]
Name: Greg Moross
Title: Vice President

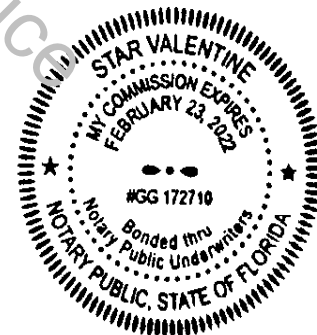


STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 24th day of July, 2019, by Greg Moross, the Vice President of SVAP GP, LLC, a Delaware limited liability company, the general partner of SVAP Golf Mill, L.P., a Delaware limited partnership, the manager of SVAP Golf Mill Office GP, LLC, a Delaware limited liability company, the general partner of SVAP Golf Mill Office, L.P., a Delaware limited partnership, on behalf of the entities. He is personally known to me, ~~or produced a valid driver's license as identification.~~

Star Valentine
Notary Public
Name: Star Valentine
My Commission Expires: 2/23/22
My Commission Number is: 66172710



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[SIGNATURE PAGE TO SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT]

SEARS PARCEL OWNER:

SVAP GOLF MILL RETAIL II, L.P.,
a Delaware limited partnership

By: SVAP Golf Mill Retail GP II, LLC,
a Delaware limited liability company,
its general partner

By: SVAP Golf Mill, L.P., a Delaware limited
partnership, its manager

By: SVAP GP, LLC,
a Delaware limited liability company,
its general partner

By: [Signature]
Name: Greg Moross
Title: Vice President



STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 24th day of July, 2019, by Greg Moross, the Vice President of SVAP GP, LLC, a Delaware limited liability company, the general partner of SVAP Golf Mill, L.P., a Delaware limited partnership, the manager of SVAP Golf Mill Retail GP II, LLC, a Delaware limited liability company, the general partner of SVAP Golf Mill Retail II, L.P., a Delaware limited partnership, on behalf of the entities. He is personally known to me, or produced a valid driver's license as identification.

Star Valentine
Notary Public
Name: Star Valentine
My Commission Expires: 2/23/22
My Commission Number is: GG 172710



Property of Cook County Office

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[SIGNATURE PAGE TO SECOND AMENDMENT TO
AMENDED AND RESTATED AGREEMENT]

PANERA TRACT OWNER:

JORGEN AND KRISTINE CLAUSEN FAMILY
TRUST DATED JULY 11, 2007, AS AMENDED

By: Jorgen Clausen
Name: Jorgen Clausen
Title: Co-Trustee

By: Kristine Clausen
Name: Kristine Clausen
Title: Co-Trustee

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) §
COUNTY OF Fresno)

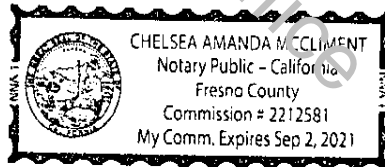
Chelsea Amanda McCliment, Notary Public

On the 27th of June, 2019, before me, _____ a Notary Public, personally appeared JORGEN CLAUSEN and KRISTINE CLAUSEN who 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 capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Chelsea Amanda McCliment
Signature of Notary



(Affix seal here)

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JOINDER AND CONSENT BY MORTGAGEE (Portion of Developer Parcels)

JPMORGAN CHASE BANK, N.A., a national banking association (the "Mortgagee"), certifies that it is the Mortgagee of a Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated October 28, 2016, recorded as Document No. 1630519081 in the office of the Recorder of Deeds of Cook County, Illinois, as affected by that certain Partial Release of Mortgage dated February 11, 2019, recorded as Document No. 1905041035 in the office of the Recorder of Deeds of Cook County, Illinois (collectively, the "Mortgage"), granted by Developer and encumbering those certain portions of the Developer Parcels, and does hereby join in and consent to the foregoing SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT (the "Second Amendment") and agrees that the Mortgage shall be subordinated to the Second Amendment.

EXECUTED on the date first above written.

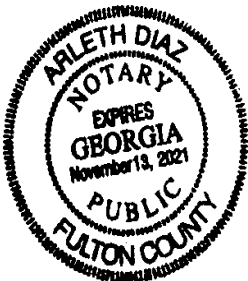
MORTGAGEE:

JPMORGAN CHASE BANK, N.A.,
a national banking association

By: *Aaron Jacobson-Swanson*
Name: Aaron Jacobson-Swanson
Title: Vice President

STATE OF Georgia
COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 18th day of July, 2019, by Aaron Jacobson-Swanson Vice President of JP MORGAN CHASE BANK, N.A., a national banking association, on behalf of the bank. Such person is personally known to me, or produced a valid driver's license as identification.



Arleth Diaz
Notary Public
Name: Arleth Diaz
My Commission Expires: November 13, 2021
My Commission Number is: N/A

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EXHIBIT A

Site Plan

[See Attached]

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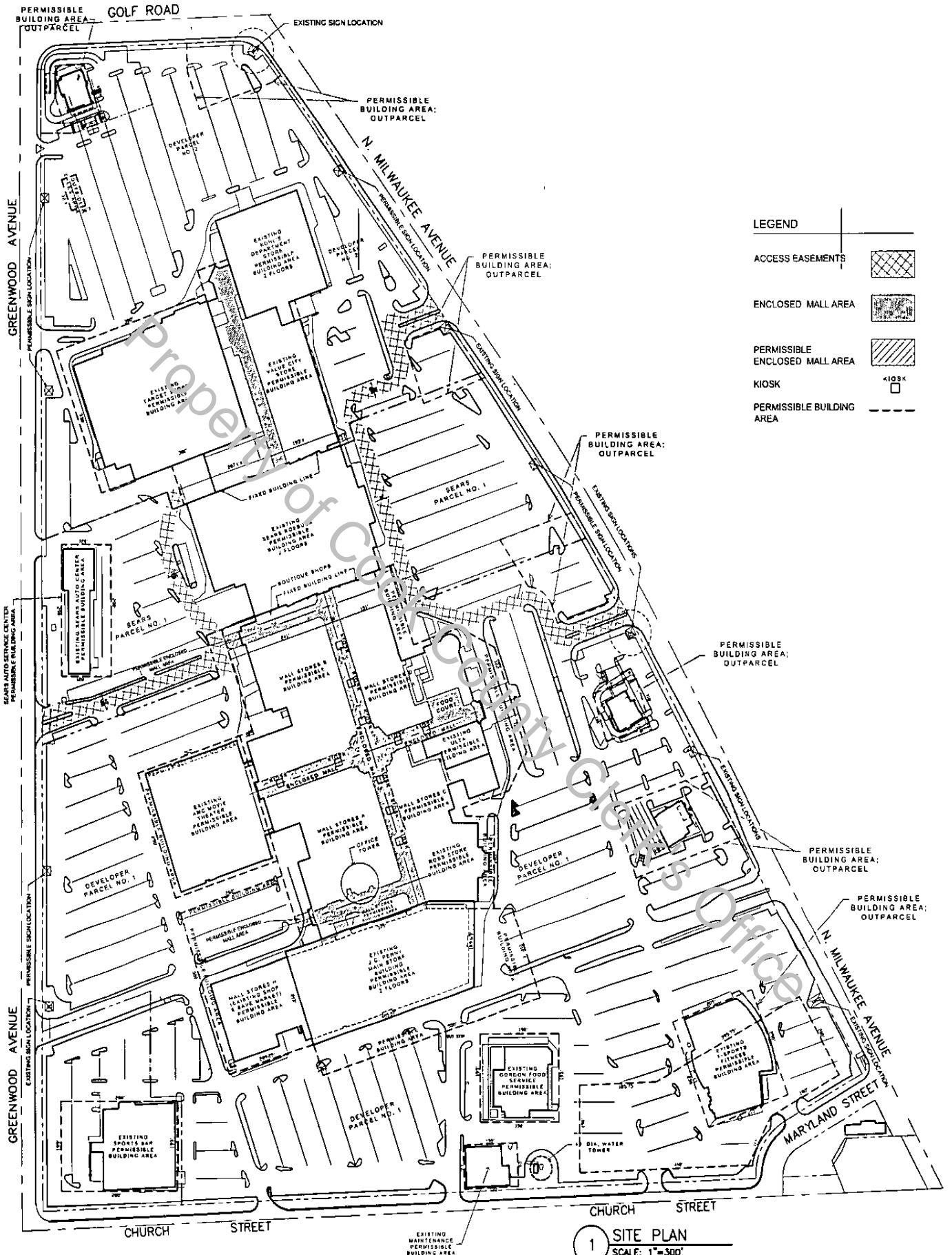
COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

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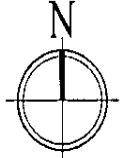
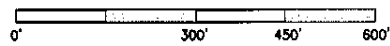
GOLF MILL SHOPPING CENTER



LEGEND

ACCESS EASEMENTS	
ENCLOSED MALL AREA	
PERMISSIBLE ENCLOSED MALL AREA	
KIOSK	
PERMISSIBLE BUILDING AREA	

1 SITE PLAN
SCALE: 1"=300'



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EXHIBIT B-1

Description of the portion of Developer Parcels owned by SVAP Retail

PARCEL 1:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, WHICH IS THE INTERSECTION OF THE CENTER LINE OF GOLF ROAD AND THE CENTER LINE OF GREENWOOD AVENUE; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 FOR A DISTANCE OF 1150.00 FEET TO A POINT; THENCE ON AN ASSUMED BEARING OF NORTH 71 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 52.88 FEET TO A POINT ON THE EAST LINE OF GREENWOOD AVENUE AS DEDICATED NOVEMBER 21, 1932 BY DOCUMENT 11167090, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 71 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 320.51 FEET TO A POINT; THENCE SOUTH 19 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 39.80 FEET TO A POINT; THENCE NORTH 71 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 37.56 FEET TO THE NORTHWESTERLY CORNER OF A BRICK BUILDING OCCUPIED BY A SEARS ROEBUCK RETAIL STORE; THENCE NORTH 71 DEGREES 01 MINUTES 33 SECONDS EAST ALONG THE NORTHERLY FACE OF SAID BUILDING FOR A DISTANCE OF 154.76 FEET TO A POINT; THENCE NORTH 11 DEGREES 48 MINUTES 57 SECONDS WEST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 6.00 FEET TO A POINT; THENCE NORTH 78 DEGREES 27 MINUTES 31 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 25.34 FEET TO A POINT; THENCE NORTH 12 DEGREES 35 MINUTES 44 SECONDS WEST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 0.99 FEET TO A POINT; THENCE NORTH 76 DEGREES 04 MINUTES 43 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 25.53 FEET TO A POINT; THENCE NORTH 19 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 3.37 FEET TO A POINT; THENCE NORTH 70 DEGREES 35 MINUTES 38 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 2.82 FEET TO A POINT; THENCE SOUTH 19 DEGREES 13 MINUTES 42 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 2.53 FEET TO A POINT; THENCE NORTH 74 DEGREES 19 MINUTES 47 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 23.76 FEET TO A POINT; THENCE NORTH 18 DEGREES 51 MINUTES 04 SECONDS WEST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 3.90 FEET TO A POINT; THENCE NORTH 71 DEGREES 03 MINUTES 23 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 30.44 FEET TO A POINT; THENCE SOUTH 18 DEGREES 48 MINUTES 28 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 3.95 FEET TO A POINT; THENCE NORTH 67 DEGREES 24 MINUTES 28 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 23.78 FEET TO A POINT; THENCE NORTH 19 DEGREES 27 MINUTES 37 SECONDS WEST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 2.49 FEET TO A POINT; THENCE NORTH 70 DEGREES 32 MINUTES 23 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 2.85 FEET TO A POINT; THENCE SOUTH 18 DEGREES 55 MINUTES 41 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 3.43 FEET TO A POINT; THENCE NORTH 66 DEGREES 02 MINUTES 52 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 25.58 FEET TO A POINT; THENCE SOUTH 20 DEGREES 04 MINUTES 23 SECONDS EAST ALONG SAID

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NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 1.05 FEET TO A POINT; THENCE NORTH 63 DEGREES 28 MINUTES 27 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 25.50 FEET TO A POINT; THENCE SOUTH 25 DEGREES 26 MINUTES 36 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 6.06 FEET TO A POINT; THENCE NORTH 71 DEGREES 01 MINUTES 14 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 50.75 FEET TO THE NORTHEASTERLY CORNER OF SAID BRICK BUILDING; THENCE NORTH 71 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 36.00 FEET TO A POINT; THENCE NORTH 19 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 40.06 FEET TO A POINT; THENCE NORTH 71 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 338.03 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE, SAID POINT BEING 55.00 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF MILWAUKEE AVENUE; THENCE NORTH 36 DEGREES 24 MINUTES 03 SECONDS WEST ALONG A LINE 55.00 FEET SOUTHWESTERLY OF AND PARALLEL TO SAID CENTER LINE OF MILWAUKEE AVENUE FOR A DISTANCE OF 859.03 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 100.00 FEET AND A CHORD BEARING NORTH 64 DEGREES 21 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 97.25 FEET TO A POINT OF TANGENCY; THENCE SOUTH 87 DEGREES 47 MINUTES 00 SECONDS WEST ALONG A LINE 55.00 FEET SOUTH OF AND PARALLEL TO THE CENTER LINE OF GOLF ROAD, FOR A DISTANCE OF 421.02 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 50.00 FEET AND A CHORD BEARING SOUTH 43 DEGREES 53 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 76.61 FEET TO A POINT OF TANGENCY; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF GREENWOOD AVENUE FOR A DISTANCE OF 1031.57 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 1 IN GOLF MILL MALL PANERA SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 2018 AS DOCUMENT 1825545008, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID QUARTER SECTION WITH THE CENTER LINE OF MILWAUKEE AVENUE; THENCE WEST ALONG THE SOUTH LINE OF SAID QUARTER SECTION FOR A DISTANCE OF 233.00 FEET TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 68 DEGREES 49 MINUTES 10 SECONDS, MEASURED FROM WEST TO NORTHWEST FROM THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 14, FOR A DISTANCE OF 76.15 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 123 DEGREES 54 MINUTES 20 SECONDS, MEASURED FROM THE SOUTHEAST TO THE NORTHEAST FROM THE LAST DESCRIBED LINE, FOR A DISTANCE OF 57.38 FEET TO AN INTERSECTION WITH A LINE PARALLEL TO THE SOUTH LINE OF THE AFORESAID NORTHEAST 1/4 OF SECTION 14, WHICH IS 132 FEET NORTHWESTERLY THEREFROM, AS MEASURED ALONG THE CENTER LINE OF MILWAUKEE AVENUE, THENCE EAST ALONG SAID PARALLEL LINE, THIS LINE ALSO BEING THE NORTH LINE OF LAND CONVEYED TO THE EVANGELICAL LUTHERAN ST.

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MATHAUS GEMEINDE OF THE TOWN OF MAINE, BY QUIT CLAIM DEED DATED MARCH 17, 1947 AND RECORDED AS DOCUMENT 14022778, FOR A DISTANCE OF 116.59 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE AS DESCRIBED ON A QUIT CLAIM DEED DATED JUNE 29, 1961 AND RECORDED AS DOCUMENT 18316718; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF MILWAUKEE AVENUE FOR A DISTANCE OF 89.68 FEET TO A POINT ON THE SOUTHERLY LINE OF MARYLAND STREET AS DEDICATED SEPTEMBER 30, 1959 BY DOCUMENT 1888825; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE OF MARYLAND STREET FOR A DISTANCE OF 213.57 FEET TO A POINT OF CURVATURE; THENCE CONTINUING SOUTHWESTERLY ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 70.00 FEET FOR A DISTANCE OF 77.60 FEET TO A POINT ON THE NORTH LINE OF CHURCH STREET AS VACATED BY DOCUMENT 18363273; THENCE SOUTHERLY TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 14 A DISTANCE OF 40.03 FEET; THENCE EASTERLY ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 14 FOR A DISTANCE OF 149.55 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

A TRACT OF LAND IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED 50.00 FEET EAST AND 40.00 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; PROCEED NORTHERLY ALONG A LINE 50.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF AFORESAID SOUTHEAST 1/4, 393.31 FEET TO A POINT; THENCE PROCEED NORTHEASTERLY 109 DEGREES 00 MINUTES COUNTERCLOCKWISE FROM THE AFORESAID LINE, 276.39 FEET TO A POINT; THENCE PROCEED SOUTHERLY 236.51 FEET ALONG A LINE PARALLEL TO THE WEST LINE OF AFORESAID SOUTHEAST 1/4 TO A POINT; THENCE PROCEED EASTERLY ALONG A LINE PARALLEL TO THE SOUTH LINE OF THE AFORESAID SOUTHEAST 1/4 73.98 FEET TO A POINT; THENCE PROCEED SOUTHERLY ALONG A LINE PARALLEL TO THE AFORESAID WEST LINE OF THE SOUTHEAST 1/4, 236.43 FEET TO A POINT IN THE NORTH LINE OF CHURCH STREET; THENCE PROCEED WESTERLY ALONG A LINE 40.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE AFORESAID SOUTHEAST 1/4 335.54 FEET TO A POINT, THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN:	Address:
09-14-108-016-0000	9101 Greenwood Avenue, Niles
09-14-108-017-0000	9101 Greenwood Avenue, Niles
09-14-108-018-0000	9101 Greenwood Avenue, Niles
09-14-108-020-0000	9101 Greenwood Avenue, Niles
09-14-108-021-0000	9101 Greenwood Avenue, Niles
09-14-108-022-0000	9101 Greenwood Drive, Des Plaines
09-14-108-023-0000 (a portion)	9101 Greenwood Drive, Niles
09-14-112-010-0000	300 Golf Mill Center, Niles
09-14-112-015-0000	520 Golf Road, Niles
09-14-112-019-0000	590 W. Golf Road, Niles
09-14-112-020-0000	500 W. Golf Road, Niles
09-14-202-006-0000	9210 Milwaukee Avenue, Niles
09-14-202-007-0000	9206 Milwaukee Avenue, Niles

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EXHIBIT B-2

Description of the portion of Developer Parcels owned by SVAP Office

THAT PART OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID NORTHWEST 1/4 OF SECTION 14; THENCE ON AN ASSUMED BEARING OF DUE NORTH ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 14 (ALSO BEING THE CENTERLINE OF GREENWOOD AVENUE) FOR A DISTANCE OF 764.66 FEET TO A POINT; THENCE DUE EAST FOR A DISTANCE OF 817.41 FEET TO A POINT; SAID POINT BEING THE CENTER OF A CIRCLE OF RADIUS 45.00 FEET, THE CIRCUMFERENCE OF SAID CIRCLE BOUNDING THE AREA THAT IS DESCRIBED HEREIN, IN COOK COUNTY, ILLINOIS.

PIN:	Address:
09-14-108-013-0000	9101 Greenwood Avenue, Niles

Property of Cook County Clerk's Office

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EXHIBIT B-3

Description of Sears Parcels

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; TOGETHER WITH THAT PART OF BLOCK 2 OF SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED DECEMBER 12, 1940 AS DOCUMENT 12593211, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE CENTERLINE OF GREENWOOD AVENUE 1150.00 FEET SOUTH OF THE CENTERLINE OF GOLF ROAD; THENCE ON AN ASSUMED BEARING OF NORTH 71 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 52.88 FEET TO A POINT ON THE EAST LINE OF GREENWOOD AVENUE AS DEDICATED NOVEMBER 21, 1932 BY DOCUMENT 11167090, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 71 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 320.51 FEET TO A POINT; THENCE SOUTH 19 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 39.80 FEET TO A POINT; THENCE NORTH 71 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 37.56 FEET TO THE NORTHWESTERLY CORNER OF A BRICK BUILDING OCCUPIED BY A SEARS RETAIL STORE; THENCE NORTH 71 DEGREES 01 MINUTES 33 SECONDS EAST ALONG THE NORTHERLY FACE OF SAID BUILDING FOR A DISTANCE OF 154 FEET TO A POINT; THENCE NORTH 11 DEGREES 48 MINUTES 57 SECONDS WEST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 6.00 FEET TO A POINT; THENCE NORTH 78 DEGREES 27 MINUTES 31 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 25.34 FEET TO A POINT; THENCE NORTH 12 DEGREES 35 MINUTES 44 SECONDS WEST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 0.99 FEET TO A POINT; THENCE NORTH 76 DEGREES 04 MINUTES 43 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 25.53 FEET TO A POINT; THENCE NORTH 19 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 3.37 FEET TO A POINT; THENCE NORTH 70 DEGREES 35 MINUTES 38 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 2.82 FEET TO A POINT; THENCE SOUTH 19 DEGREES 13 MINUTES 42 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 2.53 FEET TO A POINT; THENCE NORTH 74 DEGREES 19 MINUTES 47 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 23.76 FEET TO A POINT; THENCE NORTH 18 DEGREES 51 MINUTES 04 SECONDS WEST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 3.90 FEET TO A POINT; THENCE NORTH 71 DEGREES 03 MINUTES 23 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 30.44 FEET TO A POINT; THENCE SOUTH 18 DEGREES 48 MINUTES 20 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 3.95 FEET TO A POINT; THENCE NORTH 67 DEGREES 24 MINUTES 28 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 23.78 FEET TO A POINT; THENCE NORTH 19 DEGREES 27 MINUTES 37 SECONDS WEST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 2.49 FEET TO A POINT; THENCE NORTH 70 DEGREES 32 MINUTES 23 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 2.85 FEET TO A POINT; THENCE SOUTH 18 DEGREES 55 MINUTES 41 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 3.43 FEET TO A POINT; THENCE NORTH 66

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DEGREES 02 MINUTES 52 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 25.58 FEET TO A POINT; THENCE SOUTH 20 DEGREES 04 MINUTES 23 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 1.05 FEET TO A POINT; THENCE NORTH 63 DEGREES 28 MINUTES 27 SECONDS EAST, ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 25.50 FEET TO A POINT; THENCE SOUTH 25 DEGREES 26 MINUTES 36 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 6.06 FEET TO A POINT; THENCE NORTH 71 DEGREES 01 MINUTES 14 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 50.75 FEET TO THE NORTHEASTERLY CORNER OF SAID BRICK BUILDING; THENCE NORTH 71 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 36.00 FEET TO A POINT; THENCE NORTH 19 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 40.06 FEET TO A POINT; THENCE NORTH 71 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 338.03 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE; SAID POINT BEING 55.00 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF MILWAUKEE AVENUE; THENCE SOUTH 36 DEGREES 24 MINUTES 03 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE FOR A DISTANCE OF 49.17 FEET TO A POINT OF CURVATURE, THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE, SAID LINE BEING ON A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 5400.37 FEET AND A CHORD BEARING SOUTH 34 DEGREES 19 MINUTES 15 SECONDS EAST, FOR A DISTANCE OF 392.10 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THE LAND CONVEYED BY MILWAUKEE GOLF DEVELOPMENT CORPORATION, TO SEARS ROEBUCK AND COMPANY BY WARRANTY DEED DATED APRIL 12, 1957 AND RECORDED APRIL 26, 1957 AS DOCUMENT 16887721, IN THE OFFICE OF THE RECORDER OF DEEDS, IN AND FOR COOK COUNTY, ILLINOIS; THENCE SOUTH 71 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE OF THE LAND CONVEYED BY DEED DATED APRIL 12, 1957 FOR A DISTANCE OF 456.31 FEET TO A POINT; THENCE NORTH 19 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 97.06 FEET TO A POINT; THENCE SOUTH 71 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 36.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID BRICK BUILDING OCCUPIED BY A SEARS ROEBUCK RETAIL STORE; THENCE SOUTH 71 DEGREES 04 MINUTES 44 SECONDS WEST ALONG THE SOUTHERLY FACE OF SAID BUILDING FOR A DISTANCE OF 50.86 FEET TO A POINT; THENCE SOUTH 12 DEGREES 27 MINUTES 40 SECONDS EAST ALONG SAID SOUTHERLY FACE OF SAID BUILDING FOR A DISTANCE OF 4.95 FEET TO A POINT; THENCE SOUTH 78 DEGREES 20 MINUTES 39 SECONDS WEST ALONG SAID SOUTHERLY FACE OF SAID BUILDING FOR A DISTANCE OF 25.40 FEET TO A POINT; THENCE SOUTH 13 DEGREES 19 MINUTES 16 SECONDS EAST ALONG SAID SOUTHERLY FACE OF SAID BUILDING FOR A DISTANCE OF 1.19 FEET TO A POINT; THENCE SOUTH 76 DEGREES 09 MINUTES 58 SECONDS WEST ALONG SAID SOUTHERLY FACE OF SAID BUILDING FOR A DISTANCE OF 25.54 FEET TO A POINT; THENCE SOUTH 18 DEGREES 40 MINUTES 02 SECONDS EAST ALONG SAID SOUTHERLY FACE OF SAID BUILDING FOR A DISTANCE OF 3.44 FEET TO A POINT; THENCE SOUTH 71 DEGREES 36 MINUTES 50 SECONDS WEST ALONG SAID SOUTHERLY FACE OF SAID BUILDING FOR A DISTANCE OF 2.80 FEET TO A POINT; THENCE NORTH 17 DEGREES 11 MINUTES 36 SECONDS WEST ALONG SAID SOUTHERLY FACE OF SAID BUILDING FOR A DISTANCE OF 2.54 FEET TO A POINT; THENCE NORTH 74 DEGREES 42 MINUTES 36 SECONDS WEST ALONG SAID SOUTHERLY FACE OF SAID BUILDING FOR A DISTANCE OF 23.82 FEET TO A POINT; THENCE SOUTH 19 DEGREES 08 MINUTES 37 SECONDS EAST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 4.00 FEET TO A POINT; THENCE SOUTH 71 DEGREES 20 MINUTES 19 SECONDS WEST ALONG SAID SOUTHERLY FACE FOR A DISTANCE OF 30.46 FEET TO A POINT; THENCE NORTH 18 DEGREES 24 MINUTES 45

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SECONDS WEST ALONG SAID SOUTHERLY FACE OF SAID BUILDING FOR A DISTANCE OF 3.90 FEET TO A POINT; THENCE SOUTH 68 DEGREES 07 MINUTES 09 SECONDS WEST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 23.76 FEET TO A POINT; THENCE SOUTH 19 DEGREES 13 MINUTES 19 SECONDS EAST ALONG SAID SOUTHERLY FACE OF A BUILDING FOR A DISTANCE OF 2.48 FEET TO A POINT; THENCE SOUTH 70 DEGREES 02 MINUTES 43 SECONDS WEST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 2.75 FEET TO A POINT; THENCE NORTH 19 DEGREES 57 MINUTES 17 SECONDS WEST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 3.00 FEET TO A POINT; THENCE SOUTH 65 DEGREES 53 MINUTES 12 SECONDS WEST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 25.58 FEET TO A POINT; THENCE NORTH 22 DEGREES 18 MINUTES 45 SECONDS WEST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 1.10 FEET TO A POINT; THENCE SOUTH 63 DEGREES 32 MINUTES 35 SECONDS WEST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 25.34 FEET TO A POINT; THENCE NORTH 27 DEGREES 11 MINUTES 53 SECONDS WEST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 5.96 FEET TO A POINT; THENCE SOUTH 70 DEGREES 58 MINUTES 00 SECONDS WEST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 78.18 FEET TO THE SOUTHEASTERLY CORNER OF SAID BRICK BUILDING; THENCE CONTINUING SOUTH 70 DEGREES 58 MINUTES 00 SECONDS WEST ALONG THE SOUTHERLY FACE OF A BRICK WALL FOR A DISTANCE OF 57.86 FEET TO THE SOUTHEASTERLY CORNER OF SAID BRICK WALL; THENCE SOUTH 71 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 69.29 FEET TO A POINT; THENCE SOUTH 19 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 97.06 FEET TO A POINT; THENCE SOUTH 71 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 453.76 FEET TO A POINT ON THE EAST LINE OF GREENWOOD AVENUE; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF GREENWOOD AVENUE FOR A DISTANCE OF 449.49 FEET TO THE POINT OF BEGINNING.

PIN:	Address:
09-14-108-012-0000	9101 Greenwood Avenue, Niles
09-14-112-009-0000	400 Golf Mill Center, Niles

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EXHIBIT B-4

Description of the portion of Developer Parcels owned by Panera Tract Owner

LOT 2 IN GOLF MILL MALL PANERA SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 2018 AS DOCUMENT 1825545008, IN COOK COUNTY, ILLINOIS.

PIN:	Address:
09-14-108-023-0000 (a portion)	9400 N. Milwaukee Avenue, Niles

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

Property of Cook County Clerk's Office