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Doc#: 2213606239 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 05/16/2022 12:29 PM Pg: 1 of 13

Thomas R. Reidenbach
Timm and Garfinkel, LLC
770 Lake Cook Road
Suite 150
Deerfield, Illinois 60015

Above space for recorder's use

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS ("Amendment") is made and entered into as of May 13, 2022 by and between the **VILLAGE OF GLENVIEW**, an Illinois home rule municipal corporation (the "Village"), **GLENVIEW SUPERMARKET DST**, a Delaware statutory trust ("Lot 1 Owner"), **BUTERA CENTER MANAGEMENT, INC.**, an Illinois corporation ("Lot 2 Owner" and "Lot 3 Owner"), and **PATRIOT LAND LLC**, an Illinois limited liability company corporation ("Lot 4 Owner").

RECITALS

A. The Village made and entered into that certain Declaration of Protective Covenants, Conditions and Restrictions dated November 30, 1999 and recorded on December 6, 1999 with the Recorder's Office of Cook County, Illinois, as Document No. 09134902 (the "Declaration"), which Declaration affects the real property legally described on Exhibit A attached hereto. The Declaration encumbers the four (4) parcels of land legally described on Exhibit B and depicted on Exhibit C attached hereto.

B. Lot 1 Owner is the current owner of the parcel of land legally described as "Lot 1" on Exhibit B. Lot 1 is occupied by the "Supermarket Building," as that term is defined in the Declaration.

C. Lot 2 Owner is a current owner of the parcel of land legally described as "Lot 2" on Exhibit B. Lot 2 is occupied by the "In-Line Building," as that term is defined in the Declaration.

D. Lot 3 Owner is the current owner of the parcel of land legally described as "Lot 3" on Exhibit B. The boundaries of Lot 3 are generally consistent with the boundaries of "Outlot 'B'," as defined in the Declaration.

E. Lot 4 Owner is the current owner of the parcel of land legally described as "Lot 4" on Exhibit B. The boundaries of Lot 4 are generally consistent with the boundaries of "Outlot 'A'," as defined in the Declaration.

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F. The parties hereto desire to amend the Declaration as hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend the Declaration as follows:

1. Capitalized Terms; Recitals; Exhibits. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Declaration. The Recitals and all exhibits attached hereto are incorporated herein by reference.
2. Release of Rezoning Right. Village hereby releases the Village's right to rezone the Property pursuant to Subparagraph 1.02 of the Declaration.
3. Revision of Restaurant Limitation. Section 1.04(d) of the Declaration is hereby amended to provide that not more than 7,300 square feet of restaurant space (including all patio and outdoor seating areas, loading docks, and trash enclosures) shall be permitted within Lot 3, subject to compliance with the Village of Glenview Municipal Code, as amended, and that such restaurant square footage within Lot 3 shall not be a violation of or included within the 15,000 square foot maximum established in Section 1.04(d) of the Declaration. Notwithstanding the foregoing, in no event shall the following be permitted on Lot 3: (i) the sale of alcoholic beverages for off-premises consumption, and (ii) the operation of a drive-thru window.
4. Deletion of Section 1.08. The parties acknowledge and agree that the terms of Section 1.08 of the Declaration (including all subparts thereto) have expired by their terms and are no longer of any force or effect. Accordingly, said Section 1.08 and each of its subparts are hereby deleted in their entirety.
5. Approval of Lot 3 Improvements. Village acknowledges and agrees, subject to the Lot 3 Owner's compliance with the Village of Glenview Municipal Code, as amended, that the improvements proposed for Lot 3 as set forth on Exhibit D attached hereto comply with the requirements of Section 1.01 of the Declaration.
6. Applicable Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for disputes arising from or related to this Amendment shall be in the Cook County Circuit Court, Cook County, Illinois.
7. Binding Effect. This Amendment shall bind and benefit the heirs, legal representatives, successors and assigns of the respective parties hereto, and all covenants, conditions and agreements herein contained shall be construed as covenants running with the land.
8. Counterparts; Effective Date. This Amendment may be signed in counterparts, each of which shall be deemed an original and of which together shall be deemed one and the same instrument. This Amendment shall be effective as of the date of recording in the Recorder's Office of Cook County, Illinois by and at the expense of Lot 2 Owner.
9. Conflicts; Prior Agreements. In the event of any conflict between the terms and conditions hereof and those set forth in the Declaration, the terms and conditions of this Amendment shall control. The terms and conditions of the Declaration not specifically modified by this Amendment shall remain in full force and effect and shall not be construed to have been modified, waived, discharged or otherwise altered by this Amendment, and the original priority of the Declaration shall be preserved as against any other encumbrance on the Property. The terms and provisions of the Declaration are incorporated herein by reference as if fully stated herein.

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[SIGNATURE PAGES FOLLOW.]

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Lot 1 Owner:

GLENVIEW SUPERMARKET DST, a Delaware statutory trust

By: Glenview Supermarket Exchange, LLC, solely in its capacity as Trustee

By: Inland Private Capital Corporation, its sole member

By: 
 Name: Daniel W. Zatloukal
 Its: Senior Vice President

STATE OF _____)

) SS.

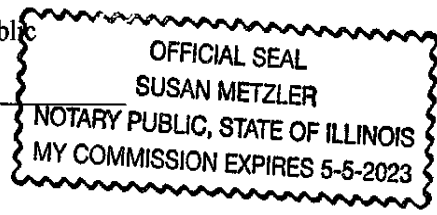
COUNTY OF _____)

On this ____ day of _____, 2022, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he/she is the _____ of Inland Private Capital Corporation, sole member of Glenview Supermarket Exchange, LLC, solely in its capacity as Trustee of Glenview Supermarket DST, a Delaware statutory trust, and that said instrument was signed on behalf of said statutory trust; and said individual acknowledged said instrument to be the free and act and deed of said statutory trust.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My term expires: _____



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Lot 2 Owner:

BUTERA CENTER MANAGEMENT, INC.
an Illinois corporation

STATE OF)
) SS.
COUNTY OF)

On this day 2022, before me appeared to me
personally known, who, being by me duly sworn, did say that he/she is the of
BUTERA CENTER MANAGEMENT, INC., an Illinois corporation, and that said instrument was signed
on behalf of said corporation; and said individual acknowledged said instrument to be the free and act and
deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the
County and State aforesaid, the day and year first above written.

Notary Public

My term expires:

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Lot 3 Owner:

1310 PATRIOT PARTNERS, LLC

BY: MAC MANAGEMENT CO., INC.,

its manager

[Handwritten Signature]

its: MICHAEL CAHAN

its: *president*

STATE OF _____

) SS.

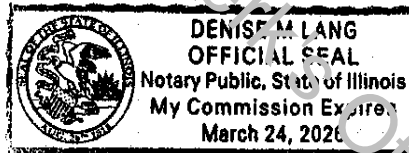
COUNTY OF _____

On this _____ day of _____, 2022, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he/she is the _____ of MAC Management Co., Inc., the manager of 1310 PATRIOT PARTNERS, LLC, a Delaware limited liability company, and that said instrument was signed on behalf of said corporation; and said individual acknowledged said instrument to be the free and act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

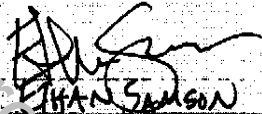
My term expires: _____



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Lot 4 Owner:

PATRIOT LAND LLC,
an Illinois limited liability company


Name: ETHAN SAMSON
Its: VP LEGAL

STATE OF ILLINOIS
) SS.
COUNTY OF COOK

On this 10th day of May, 2022, before me appeared ETHAN SAMSON to me personally known, who, being by me duly sworn, did say that he/she is the VP LEGAL of the PATRIOT LAND LLC, an Illinois limited liability company, and that said instrument was signed on behalf of said company; and said individual acknowledged said instrument to be the free and act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Notary Public

My term expires:

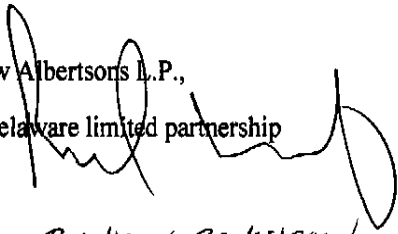


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As the sole tenant of Lot 1, New Albertsons L.P. acknowledges and agrees to the foregoing Amendment

New Albertsons L.P.,
a Delaware limited partnership



Name: *Bradley Beckstrom*

Its: Authorized Signatory *MKB*

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.

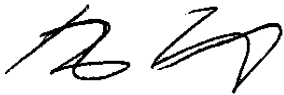
State of Idaho)
County of Ada)

On *May 2, 2022* before me, *Brittany Fargo*, Notary Public, personally appeared *Bradley Beckstrom* who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

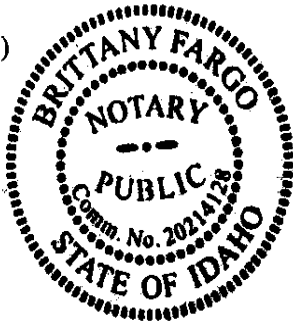
I certify under PENALTY OF PERJURY under the laws of the State of Idaho that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:



(Seal)



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EXHIBIT A

Lot 32 in Glenview Naval Air Station Subdivision Number 2, being a Subdivision of part of Sections 15, 21, 22, 23, 26, 27, 28 and 34, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

PINS: 04-34-200-019-0000

04-34-200-020-0000

04-34-200-021-0000

04-34-200-022-0000

STREET ADDRESSES: 1300, 1310 AND 1340 PATRIOT DRIVE, GLENVIEW, IL
1342 - 1378 PATRIOT DRIVE, GLENVIEW, IL

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EXHIBIT B

Lot 1

Lot 1 in the Dominick's Resubdivision of Lots 1, 2 and 3 in Dominick's Subdivision of part of Sections 27 and 34, Township 42 North, Range 12 East of the Third Principal Meridian, according to the Plat thereof recorded August 14, 2003 as Document No. 0322610066, in Cook County, Illinois.

PIN: 04-34-200-019-0000

STREET ADDRESS: 1340 PATRIOT DRIVE, GLENVIEW, IL

Lot 2

Lot 2 in the Dominick's Resubdivision of Lots 1, 2 and 3 in Dominick's Subdivision of part of Sections 27 and 34, Township 42 North, Range 12 East of the Third Principal Meridian, according to the Plat thereof recorded August 14, 2003 as Document No. 0322610066, in Cook County, Illinois.

PIN: 04-34-200-020-0000

STREET ADDRESS: 1342 - 1378 PATRIOT DRIVE, GLENVIEW, IL

Lot 3

Lot 3 in the Dominick's Resubdivision of Lots 1, 2 and 3 in Dominick's Subdivision of part of Sections 27 and 34, Township 42 North, Range 12 East of the Third Principal Meridian, according to the Plat thereof recorded August 14, 2003 as Document No. 0322610066, in Cook County, Illinois.

PIN: 04-34-200-021-0000

STREET ADDRESS: 1310 PATRIOT DRIVE, GLENVIEW, IL

Lot 4

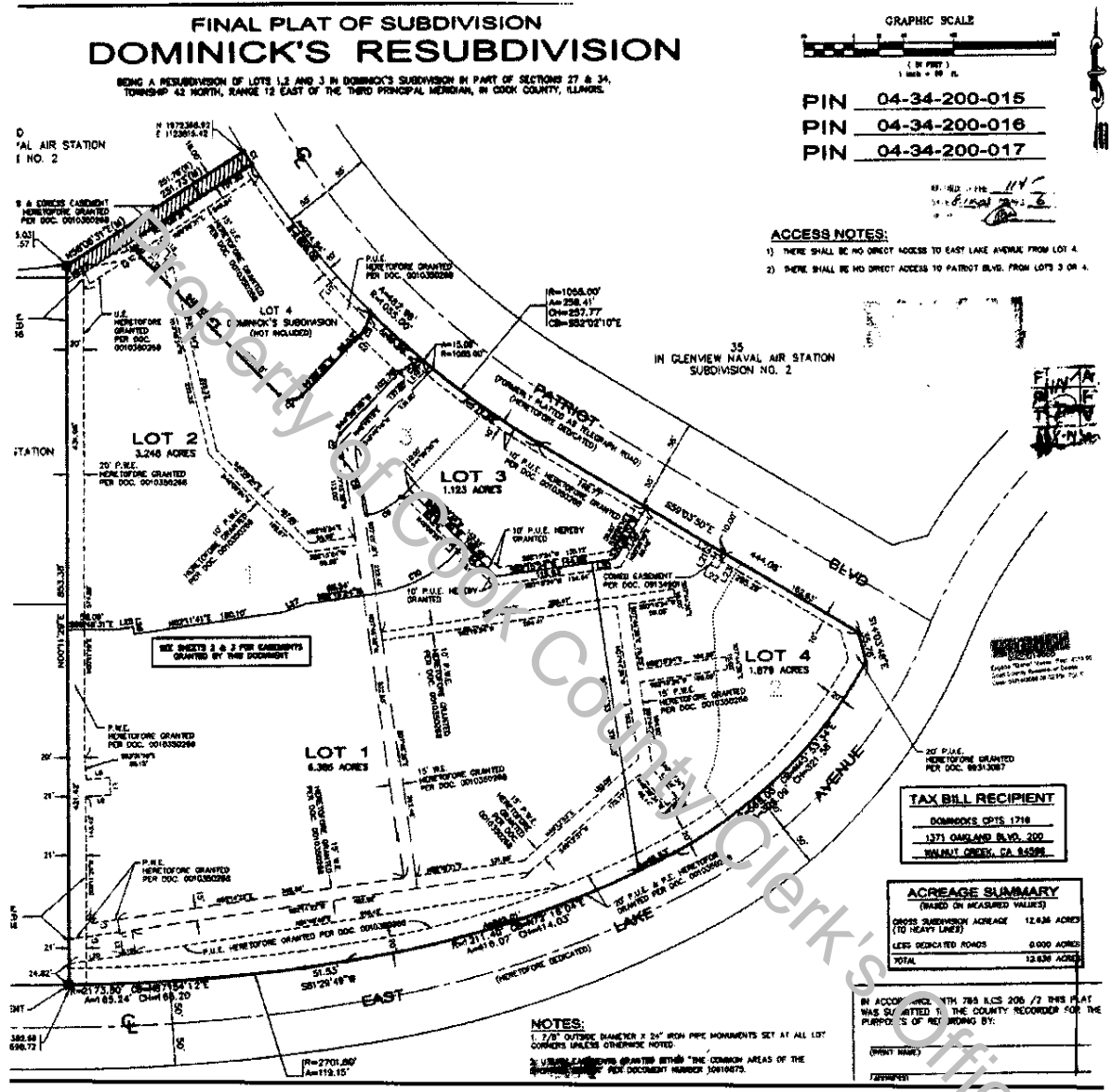
Lot 4 in the Dominick's Resubdivision of Lots 1, 2 and 3 in Dominick's Subdivision of part of Sections 27 and 34, Township 42 North, Range 12 East of the Third Principal Meridian, according to the Plat thereof recorded August 14, 2003 as Document No. 0322610066, in Cook County, Illinois.

PIN: 04-34-200-022-0000

STREET ADDRESS: 1300 PATRIOT DRIVE, GLENVIEW, IL

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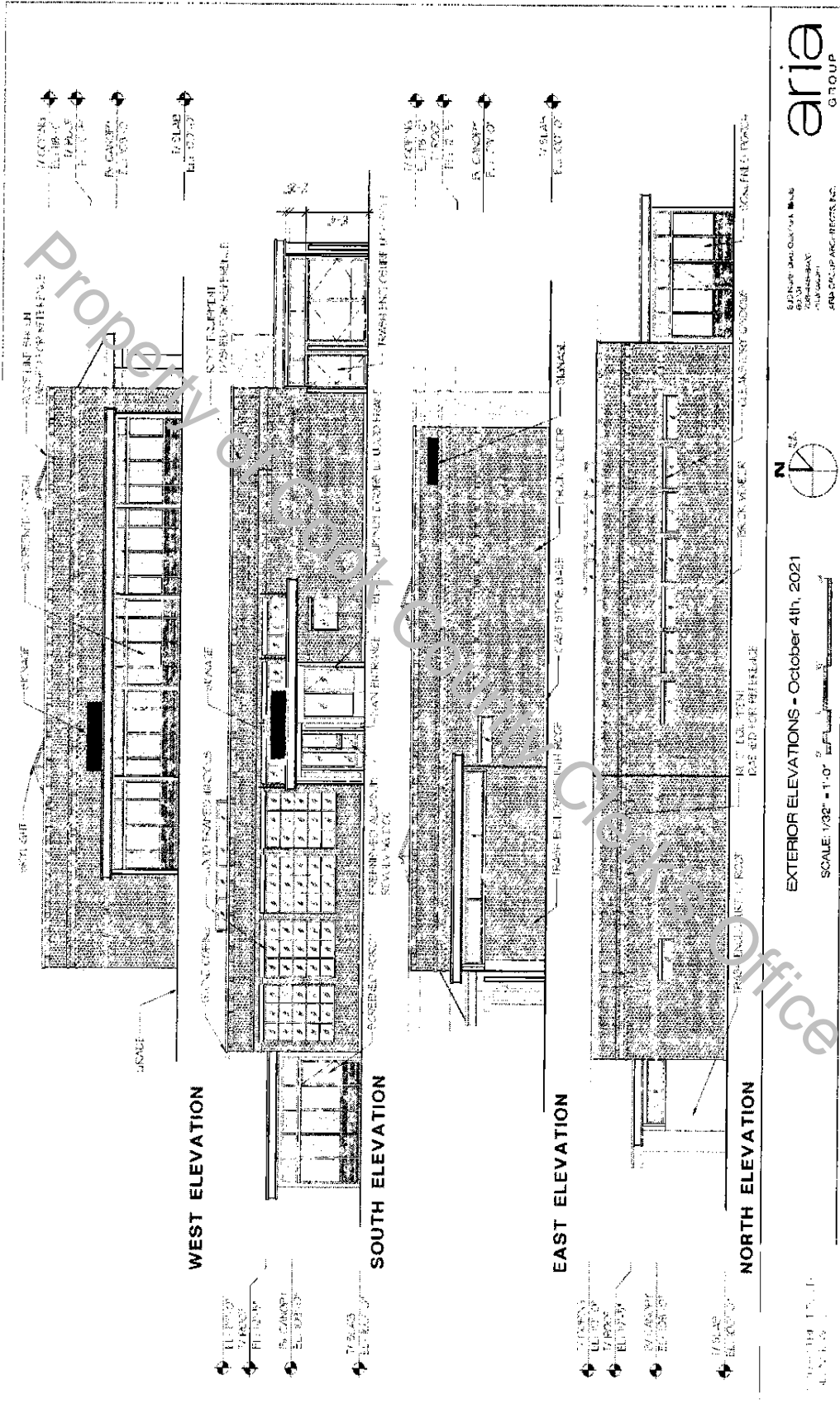
EXHIBIT C



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EXHIBIT D

ELEVATIONS OF PROPOSED LOT 3 IMPROVEMENTS



aria GROUP

EXTERIOR ELEVATIONS - October 4th, 2021

SCALE: 1/32" = 1'-0" (SEE PLAN FOR REFERENCE)

PROJECT: 1511 W. NORTH AVENUE, CHICAGO, IL 60642

DATE: 10/04/21

PROJECT ARCHITECT: ARIA GROUP ARCHITECTS, INC.

PROJECT ENGINEER: ARIA GROUP ARCHITECTS, INC.