

UNOFFICIAL COPY

THIS DOCUMENT WAS
PREPARED BY AND
AFTER RECORDING
RETURN TO:

Doc#: 2213706219 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 05/17/2022 10:33 AM Pg: 1 of 9

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

Above space for recorder's use

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

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS ("Amendment") is made and entered into as of May 13, 2022 by and between GLENVIEW SUPERMARKET DST, a Delaware statutory trust ("Lot 1 Owner"), BUTERA CENTER MANAGEMENT, INC., an Illinois corporation ("Lot 2 Owner"), and 1310 PATRIOT PARTNERS, LLC, a Delaware limited liability company ("Lot 3 Owner"), NEW ALBERTSONS, L.P., a Delaware limited partnership ("NALP"), joins in this Amendment as the sole tenant and operator of Lot 1 (as hereinafter described).

RECITALS

A. Lot 1 Owner's predecessor-in-interest, Dominick's Finer Foods, LLC, made and entered into that certain Declaration of Covenants, Easements, Conditions and Restrictions dated March 19, 2004, and recorded on March 26, 2004 with the Recorder's Office of Cook County, Illinois, as Document No. 0408635113 (the "Declaration"). The Declaration encumbers the three (3) parcels of land legally described on Exhibit A and depicted on Exhibit B attached hereto.

B. Lot 1 Owner is the current owner, and NALP is the current tenant and operator, of the parcel of land legally described as "Lot 1" on Exhibit A.

C. Lot 2 Owner is a current owner of the parcel of land legally described as "Lot 2" on Exhibit A.

D. Lot 3 Owner is the current owner of the parcel of land legally described as "Lot 3" on Exhibit A.

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

UNOFFICIAL COPY

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**. Capitalized terms used but not defined herein shall have the meanings given to them in the Declaration. Lot 1, Lot 2, and Lot 3 are collectively referred to as the “Lots” and individually as a “Lot”.

2. **Restaurant Use**. Notwithstanding any provision in the Declaration to the contrary, subject to the receipt of all necessary governmental permits and approvals, Lot 3 may be used for the operation of a restaurant for the sale of prepared food for on-premises consumption and/or “carry out” or “to go” restaurant menu food items for off-premises consumption, and/or for the on-premises consumption of alcoholic beverages; provided, however, that (a) the sale of alcoholic beverages for off-premises consumption is expressly prohibited, and (b) the operation of a drive-thru window in connection with a restaurant is expressly prohibited.

3. **Ingress and Egress**. Each owner of a Lot hereby grants and conveys to each other owner of a Lot and such other owner’s tenants, subtenants, licensees, concessionaires, suppliers, agents, employees, customers and invitees, in common with others entitled to use the same, a perpetual, non-exclusive easement for the passage and parking of vehicles over and across the parking and driveway areas of each owner’s Lot, as the same may from time to time be constructed and maintained for such non-exclusive use, and for the passage and accommodation of pedestrians over and across the parking, driveway and sidewalk areas of each owner’s Lot, as the same may from time to time be constructed and maintained for such non-exclusive use. Notwithstanding the foregoing, it is expressly agreed that at all times no less than fifty-five (55) vehicular parking spaces shall be maintained wholly within Lot 3 (including all code-required handicapped parking spaces applicable to Lot 3).

4. **Contribution to New Albertsons L.P.** In consideration of the foregoing provisions of this Amendment, it is agreed that commencing with calendar year 2023 and continuing each year thereafter, the Lot 3 Owner shall pay to NALP (or its successor) a contribution to (a) the costs and expenses that NALP or its successor incurs maintaining and repairing the Common Areas on Lot 1, including reasonable costs of administration, (b) the real estate taxes and assessments levied or assessed against the land and site improvements (other than buildings) on Lot 1 and paid by NALP or its successor, and (c) the liability insurance carried by NALP or its successor pursuant to the terms of the Declaration. Lot 3 Owner’s contribution to the foregoing costs (the “**Annual Contribution**”) shall be in the fixed amount of Thirteen Thousand Dollars (\$13,000) for calendar year 2023. For each calendar year after 2023, the Annual Contribution shall be increased to an amount determined by multiplying the Annual Contribution for the immediately prior year by the percentage increase in the Consumer Price Index, All Urban Consumers, for the Chicago-Naperville-Elgin Core Based Statistical Area (1982-1984=100) (the “**CPI**”) for the month of November of the applicable year, by the CPI for November of the prior year. By way of example, if the CPI increased by five percent [5%] from November 2023 to November 2024, the Annual Contribution payable for 2024 would be $\$13,000 \times .05 = \$13,650$. Notwithstanding the foregoing, in no event shall the amount of the Annual Contribution for any year be less than the amount of the prior year’s Annual Contribution even if the CPI is negative. The Annual Contribution shall be paid in arrears and Lot 3 Owner shall remit the Annual Contribution to NALP (or its successor) within fourteen (14) days after receipt of an invoice therefor following NALP’s (or its successor’s) determination of the applicable CPI increase. Nothing contained in this Section 4 shall supersede or negate the terms of Section 8 of the Declaration.

UNOFFICIAL COPY

5. Applicable Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois.

6. 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.

7. Ratification; Priority. The Declaration, as amended by this Amendment, is hereby ratified and confirmed. Neither this Amendment nor anything herein contained shall affect the original priority of the Declaration as against any other encumbrance on the Lots.

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 3 Owner. Once recorded, Lot 3 Owner shall provide a copy of this Amendment to Lot 1 Owner and Lot 2 Owner.

[TEXT OF AMENDMENT ENDS HERE; SIGNATURE PAGES FOLLOW.]

UNOFFICIAL COPY

SIGNATURE PAGES FOR FIRST AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first hereinabove written.

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: [Signature]
Name: **Daniel W. Zatloukal**
Its: **Senior Vice President**

STATE OF Illinois)

) SS.

COUNTY OF DePage)

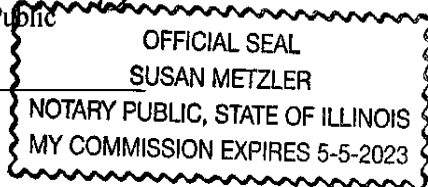
On this 28 day of April, 2022, before me appeared Daniel W. Zatloukal to me personally known, who, being by me duly sworn, did say that he/she is the SVVP of Inland Private Capital Corporation, sole member of Glenview Supermarket Exchange, LLC solely in its capacity as Trustee of Glenview Supermarket 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.

[Signature]

Notary Public

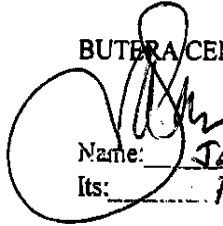
My term expires: _____



UNOFFICIAL COPY

Lot 2 Owner:

BUTERA CENTER MANAGEMENT, INC.


 Name: JOHN BUTERA
 Its: PIES

STATE OF ILLINOIS)
) SS.
 COUNTY OF KEANE

On this 5th day of MAY 2022, before me appeared John Butera to me personally known, who, being by me duly sworn, did say that he/she is the president 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: 5.7.2022

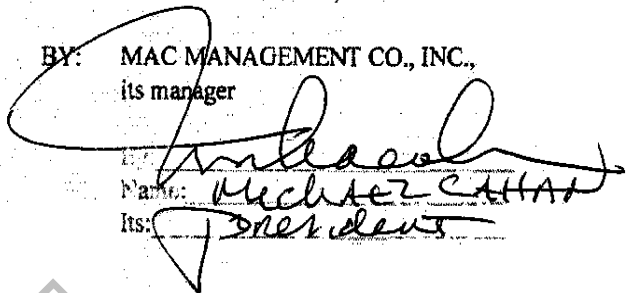
Property of County Clerk's Office

UNOFFICIAL COPY

Lot 3 Owner:

1310 PATRIOT PARTNERS, LLC

BY: MAC MANAGEMENT CO., INC.,
its manager



Name: Michael Cahar
Its: President

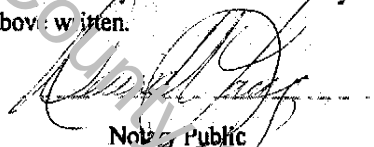
STATE OF ILLINOIS

) SS.

COUNTY OF Cook

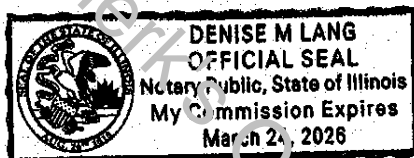
On this 4th day of May, 2022, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he/she is the _____ of MAC Management Co., Inc., the manager of 1310 PATRIOT PARTNERS, LLC, a Delaware limited liability company, and that said instrument was signed on behalf of said corporation; and said individual acknowledged said instrument to be the free 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: March 21, 2026



UNOFFICIAL COPY

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

By: [Signature]

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)

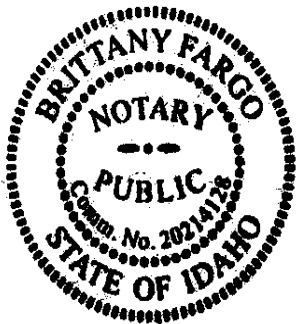
On May 2, 2022, before me, Brittany Fargo, Notary Public, personally appeared Bradley Beckstrom who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that 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: [Signature]

(Seal)



UNOFFICIAL COPY

EXHIBIT A

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

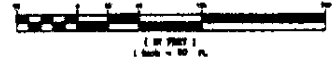
UNOFFICIAL COPY

EXHIBIT B

FINAL PLAT OF SUBDIVISION DOMINICK'S RESUBDIVISION

BEING A RESUBDIVISION OF LOTS 1, 2 AND 3 IN DOMINICK'S SUBDIVISION IN PART OF SECTIONS 27 & 28,
TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

GRAPHIC SCALE

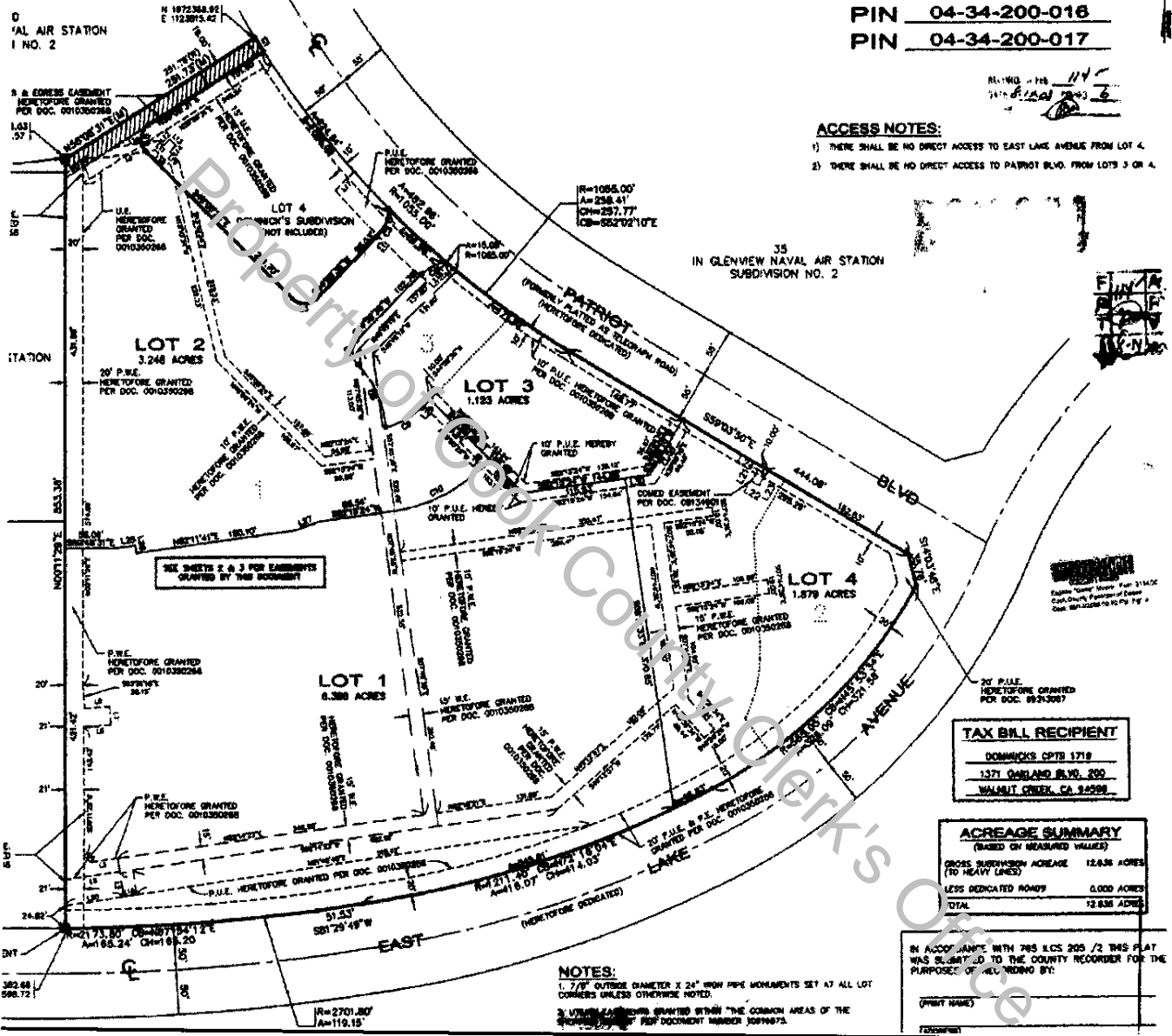


PIN 04-34-200-015
 PIN 04-34-200-016
 PIN 04-34-200-017

REC'D - FEB 11 2006
 2:15 PM

ACCESS NOTES:

- 1) THERE SHALL BE NO DIRECT ACCESS TO EAST LAKE AVENUE FROM LOT 4.
- 2) THERE SHALL BE NO DIRECT ACCESS TO PATRIOT BLVD. FROM LOTS 3 OR 4.



TAX BILL RECIPIENT	
DOMINICKS CPTR 1718	
1371 GARLAND BLVD. 200	
WALNUT CREEK, CA 94598	

ACREAGE SUMMARY	
(BASED ON MEASURED VALUES)	
CRACK SUBDIVISION ACREAGE (TO HEAVY LINES)	12.836 ACRES
LESS DEDICATED ROADS	0.000 ACRES
TOTAL	12.836 ACRES

NOTES:
 1. 7/8" OUTSIDE DIAMETER X 24" HIGH IRON PIPE MONUMENTS SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.
 2. UTILITY EASEMENTS GRANTED WITHIN THE COMMON AREAS OF THE SUBDIVISION PER DOCUMENT NUMBER J0896973.

IN ACCORDANCE WITH 765 ILCS 205 / 2 THIS PLAT WAS SUBMITTED TO THE COUNTY RECORDER FOR THE PURPOSES OF BEING RECORDED BY:
 (PRINT NAME)

 FOLIO NUMBER