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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 11/02/2022 01:20 PM PG: 1 OF 29

THIS DOCUMENT
PREPARED BY AND
UPON RECORDING
RETURN TO:

TF Hoffman Estates IL LLC
3333 W. Beverly Rd.,
Hoffman Estates, IL
Dept. 824RE
Attn: Real Estate Legal
(815) 461-0221

THIRD AMENDMENT TO SEARS BUSINESS PARK DECLARATION OF PROTECTIVE COVENANTS

This Third Amendment to Sears Business Park Declaration of Protective Covenants (hereinafter referred to as "**Third Amendment**"), is made and entered into as of the 13th day of September, 2022 (the "**Effective Date**"), by TF Hoffman Estates IL LLC, a Delaware limited liability company (the "**Declarant**"), as successor in interest to Sears, Roebuck and Co., a New York Corporation, as successor in interest to Chicago Title Land Trust Company, as successor trustee to LaSalle Bank National Association, as successor trustee to American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under a Trust Agreement dated June 6, 1989, and known as Trust No. 108506-00 (the "**Original Declarant**").

WITNESSETH

WHEREAS, Original Declarant has heretofore executed that certain Sears Business Park Declaration of Protective Covenants, dated March 7, 1991, and recorded March 8, 1991, with the Office of the Cook County Recorder of Deeds (the "**Recorder**") as Document No. 91195432 (the "**Original Declaration**"), as supplemented and amended by those certain (i) First Supplementary Declaration to Sears Business Park Declaration of Protective Covenants, dated July 23, 1991, and recorded July 31, 1991, with the Recorder as Document No. 91383966 (the "**First Supplementary Declaration**"), (ii) Second Supplementary Declaration to Sears Business Park Declaration of Protective Covenants, dated October 23, 1991, and recorded October 23, 1991, with the Recorder as Document No. 91554407 (the "**Second Supplementary Declaration**"); (iii) Third Supplementary Declaration to Sears Business Park Declaration of Protective Covenants, dated November 3, 1994, and recorded November 4, 1994, with the Recorder as Document No. 94944869 (the "**Third Supplementary Declaration**"); (iv) First Amendment to Sears Business Park Declaration of Protective Covenants, dated May 25, 1995, and recorded June 26, 1995, with the Recorder as Document No. 95408255 (the "**First Amendment**"); (v) Fourth Supplementary Declaration to Sears Business Park Declaration of Protective Covenants, dated January 2, 2007, originally recorded February 14, 2007, with the Recorder as Document No. 0704518041, and re-recorded to correct

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property index numbers November 5, 2008, with the Recorder as Document No. 0831018027 (the "**Fourth Supplementary Declaration**"); (vi) Second Amendment to Sears Business Park Declaration of Protective Covenants, dated December 1, 2016, and recorded March 30, 2017, with the Recorder as Document No. 1708939175 (the "**Second Amendment**"), and (vii) Assignment of Declarant's Interest in the Sears Business Park Declaration of Protective Covenants dated April 20, 2016, and recorded June 2, 2016, with the Recorder as Document No. 1615457008 (the "**First Declarant Assignment**"), and collectively with the Original Declaration, the First Supplementary Declaration, the Second Supplementary Declaration, the Third Supplementary Declaration, the Fourth Supplementary Declaration, the First Amendment, the Second Amendment, and the Second Declarant Assignment (as hereinafter defined), the "**Existing Declaration**");

WHEREAS, any reference to the "**Declaration**" as used in the Declaration or herein shall mean the Existing Declaration as modified by this Third Amendment;

WHEREAS, Sears, Roebuck and Co., a New York corporation assigned its rights and interest as "Declarant" under the Declaration to Declarant and executed an Assignment of Declarant's Interest in Declaration of Protective Covenants dated September 13th, 2022, effective as of February 11, 2019, and recorded September 16th, 2022, with the Recorder as Document No. 2225907004 (the "**Second Declarant Assignment**"); and

WHEREAS, the Declaration subjects certain real property legally described therein (the "**Declaration Property**"), to certain covenants, conditions, restrictions, easements, charges and liens as set forth therein; and

WHEREAS, the Declarant presently owns certain real property legally described in **Exhibit A** attached hereto and made a part hereof (the "**Declarant's Property**"), which comprises a portion of the Declaration Property and is therefore subject to the terms and conditions of the Declaration; and

WHEREAS, the approval of this Third Amendment requires written consent of the Class A Members in Good Standing (as defined in the Declaration) entitled to cast fifty-one percent (51%) or more of the votes of such members of the Prairie Stone Property Owners Association (the "**Association**"), in accordance with the rules, regulations, and procedures of the Declaration and the Second Amended and Restated By-laws of Prairie Stone Property Owners Association dated effective as of December 2, 2016; and

WHEREAS, the Class A Members in Good Standing entitled to cast fifty-one percent (51%) of the votes of the Association, including Declarant, have executed the attached Consent of Class A Members duly consenting in writing to modify the Declaration (including, without limitation, Article VI thereof), the Development Plan (as defined in the Declaration), and the Development Guidelines (as defined in the Declaration) to release, modify or approve, as applicable, certain use restrictions as against property owned by the Declarant and/or its successors and assigns, as more particularly set forth herein; and

WHEREAS, Declarant, by virtue of such consent of Declarant and the other supporting Class A Members in Good Standing in writing, has the requisite power and authority to enter into this Third Amendment pursuant to Article X, Section 2(b) of the Declaration.

NOW, THEREFORE, Declarant, together with the consent of such Class A Members in Good Standing whose signatures appear on this Third Amendment, hereby declares that the Existing

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Declaration is amended and modified as hereinafter set forth.

1. **Capitalized Terms; Incorporation.** Capitalized terms used in this Third Amendment shall have the same meanings ascribed to such terms in the Declaration, except to the extent they may be amended or otherwise defined in this Third Amendment. The recitals set forth above are true and correct, and are hereby incorporated as if fully set forth herein.

2. **Amendments.** Declarant hereby amends the following provisions contained in the Declaration as follows:

- a. The following language is hereby added to Article VI of the Declaration, immediately following Article VI, Section 5:

Section 6. USES GENERALLY PERMITTED. Notwithstanding any clause or language to the contrary, whether contained in this Declaration, the Development Plan, and/or the Development Guidelines (as is or may be amended from time to time), the following uses are hereby permitted on any legally subdivided parcel within the Declarant's Property:

- (i) Any use or uses which (x) are permitted under the zoning ordinance of the Village of Hoffman Estates as it exists on the Effective Date (including, without limitation, any use which becomes "legal nonconforming" after initially being conforming), as the same may be hereafter amended, or (y) are for the use and/or development of a data center (including, without limitation, any public or private utility installations in connection therewith), multi-family residential, office, business, retail, restaurant, service, hotel, warehouse, storage, distribution and/or industrial use;
- (ii) provided, however, that in no event may any portion of the Declarant's Property be used for the following uses, whether or not permitted by current or future local law:
 - a. Municipal buildings and government centers (other than administrative offices)
 - b. Waste processing, waste storage, landfill, or recycling facilities of any kind
 - c. Animal hospitals, veterinary clinics, pet shops, kennels, stables, or animal boarding facilities
 - d. Laboratories, offices, and other facilities which may conduct animal research
 - e. Gun shops or the sale of guns in a permitted retail establishment
 - f. Printing or publishing facilities
 - g. Commercial laundry facilities
 - h. Helistop or helipad facilities, including as an accessory use
 - i. Cemeteries
 - j. Mining, extraction, processing and removal of mineral aggregates
 - k. Landscape material processing use
 - l. Outdoor storage of material, equipment and trailer yards (except

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construction yards and outdoor storage that is fully screened from view by other properties).

3. **Consent to Amendments.** Pursuant to Article X, Section 2(b) of the Declaration, Declarant has obtained the written consent (the "**Consent**") of the Class A Members in Good Standing entitled to cast fifty-one percent (51%) or more of the votes of the Association to this Third Amendment. The Consent, which bears the signatures of such Class A Members, is attached hereto.

4. **Ratification.** Except as expressly modified by this Third Amendment, the Declaration shall remain unmodified and in full force and effect in accordance with its terms. This Third Amendment shall be construed as, and is hereby made a part of, the Existing Declaration (including the Development Plan and the Development Guidelines), and such instruments (the Existing Declaration and this Third Amendment) shall be construed and interpreted together as a single instrument, excepting only that, in the case of any inconsistency which cannot be reconciled, the terms of this Third Amendment shall be controlling.

5. **Certain Representations.** Declarant represents and warrants that, as of the date hereof: (a) Declarant is the "Declarant" under the Declaration and has full power and authority to execute this Third Amendment, and this Third Amendment constitutes the legal, valid, and binding obligation of Declarant, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights generally; and (b) no authorization, approval, consent or other action by, notice to, or filing with, any governmental authority or other person is required for the execution and delivery by Declarant of this Third Amendment or the performance of this Third Amendment.

6. **Counterparts.** This Third Amendment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Third Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement.

7. **Exculpation.** Anything herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings and agreements herein made on the part of any party acting in the capacity of a trustee, while in form purporting to be the representations, covenants, undertakings and agreements of said party as trustee, are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings and agreements by said trustee or for any other purpose or intention other than the limited purpose of binding only that portion of the Property held in trust by such trustee. This Third Amendment is executed and delivered by such trustee, not individually, but solely in the exercise of the power conferred upon such trustee, as trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against, any such trustee on account of this Third Amendment or any agreement of said trustee in this Third Amendment contained, either express or implied, all such personal liability, if any, being expressly waived and released.


[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, Declarant has caused this Third Amendment to be executed by its duly authorized representative the day and year first above written.

DECLARANT

TF HOFFMAN ESTATES IL LLC, a Delaware limited liability company, as successor-in-interest to SEARS, ROEBUCK AND CO., A NEW YORK CORPORATION, AS SUCCEOR IN INTEREST TO CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 6, 1989, AND KNOWN AS TRUST NO. 108506-00

By: 

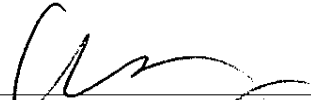
Name: D. Scott Carr

Its: President, Real Estate

State of Illinois)
) SS.
County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that D. Scott Carr personally known to me to be the President, Real Estate of TF HOFFMAN ESTATES IL LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President, Real Estate, he signed and delivered the said instrument, pursuant to authority given by the corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 7 day of September, 2022.


Notary Public

My commission expires: October 16 2024



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Exhibit A

DECLARANT'S REAL PROPERTY DESCRIPTION

Parcel 1:

Lots 2 and 3 in Sears Business Park Amended Plat of Subdivision, recorded August 5, 1991 as Document Number 91394943, a Subdivision of part of Sections 31, 32 and 33, Township 42 North, Range 9, East of the Third Principal Meridian, and part of Sections 3 and 4, Township 41 North, Range 9, East of the Third Principal Meridian, all in Cook County, Illinois, excepting that part of the land dedicated for Road Purposes per Document Number 92573116.

Tax Parcels: 01-31-201-003 and 01-31-202-002

Parcel 2:

Lot 1A in Final plat of Resubdivision of Lot 1 in Prairie Stone, being a Resubdivision of part of Section 31 and 32, Township 42 North Range 9, East of the Third Principal Meridian, according to the plat thereof recorded May 12, 2010 as Document Number 1013244049, in Cook County, Illinois.

Tax Parcel: 01-32-100-005

Parcel 3:

Lots 4A1B, 4A1C1, 4A1C2 and 4A1C3 in the Final Plat of Resubdivision of Lots 4A1A, 4A1B, and 4A1C in Prairie Stone, being a Resubdivision in part of the South half of Sections 31 and 32, township 42 North, Range 9 East of The Third Principal Meridian, in the Village of Hoffman Estates, according to the Plat thereof recorded June 23, 1998 as Document Number 98536288, in Cook County, Illinois.

Tax Parcels: 01-31-400-012; 01-31-400-013; 01-31-400-014; 01-31-400-015; 01-31-400-016; and 01-31-400-017

Parcel 4:

Lot 4A3C in the Final Plat of Resubdivision of Lot 4A3 in Prairie Stone, being a Resubdivision of Lot 4A3 in the Resubdivision of Lots 4A and 4D in Sears Business Park in Sections 31 and 32, Township 42 North, and Section 4, Township 41 North, Both in Range 9 East of the Third Principal Meridian, in the Village of Hoffman Estates, according to the Plat thereof recorded August 31, 1999 as Document Number 99832125, in Cook County, Illinois.

Tax Parcel: 01-32-201-008

Parcel 5:

Lot 4A2A2C in the Final Plat OF Resubdivision of Lot 4A2A2, in Prairie Stone, being a Resubdivision of the North ½ of Section 32, Township 42 North, Range 9 East of the Third Principal Meridian, in the Village of Hoffman Estates, according to the Plat thereof recorded September 14, 2004 as Document 0425818050 in Cook County, Illinois.

Tax Parcel: 01-32-202-008

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Parcel 6:

Lots 4G4 and 4G7 in the Final Plat of Resubdivision of Lots 4A1 and 4G in Prairie Stone of Lot 4A1 in the Resubdivision of Lots 4A and 4D and Lot 4G in the Resubdivision of Lot 4 in Sears Business Park being a Resubdivision of the south Half of sections 31 and 32, Township 42 North, Range 9 East of the Third Principal Meridian, in the Village of Hoffman Estates, according to the Plat thereof recorded July 18, 1997, as Document Number 97519164 as corrected by that Certificate of Correction recorded August 5, 1998 as Document Number 98689467, in Cook County, Illinois.

Tax Parcels: 01-32-302-026 and 01-32-302-030

Parcel 7:

Lot 4G1C in the Final Plat of Resubdivision of Prairie Stone Commons, being a Subdivision of Part of the Southwest Quarter of Section 32, Township 42 North, Range 9 East of the Third Principal Meridian, in the Village of Hoffman Estates, according to the Plat thereof recorded March 28, 2005 as Document Number 0508724007, in Cook County, Illinois.

Tax Parcel: 01-32-302-035

Parcel 8:

Lot 4G1B3 in the Final Plat of Resubdivision of Prairie Stone Commons-Lot 4G1B, being a subdivision of Part of the Southwest Quarter of Section 32, Township 42 North, Range 9 East of the Third Principal Meridian, in the Village of Hoffman Estates, according to the Plat thereof recorded April 18, 2007 as Document Number 0710822035, in Cook County, Illinois.

Tax Parcel: 01-32-302-046

Parcel 9:

Lots 5B4B and 5B4C in the Final Plat of Resubdivision of Lot 5B4 in Sears Business Park Amended Plat of Subdivision, being a Resubdivision of Part of Section 33, Township 42 North, Range 9 East of the Third Principal Meridian, in the Village of Hoffman Estates.

According to the Plat thereof recorded March 14, 2007 as Document Number 0707315111, in Cook County, Illinois.

Tax Parcels: 01-33-300-009 and 01-33-102-004

Parcel 10:

Lot 5B3A1 in the Final Plat of Resubdivision of Lot 5B3A in the Final Plat of Resubdivision of Lot 5B3, being a Resubdivision of Part of Sections 32 and 33, all in Township 42 North, Range 9 East of the Third Principal Meridian, in the Village of Hoffman Estates, according to the Plat thereof recorded November 3, 2008 as Document Number 0830839013, in Cook County, Illinois.

Tax Parcel: 01-33-104-004

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CONSENT OF CLASS A MEMBERS TO THIRD AMENDMENT TO SEARS BUSINESS PARK DECLARATION OF PROTECTIVE COVENANTS

Pursuant to Article X, Section 2(b) of the Declaration (as defined in the Third Amendment to Sears Business Park Declaration of Protective Covenants to which this Consent is attached), the undersigned, a Class A Member in Good Standing (as defined in the Declaration) entitled to cast its vote, which vote shall count towards fifty-one percent (51%) or more of the votes of the Prairie Stone Property Owners Association (the "**Association**"), does hereby consent to the execution and recording of the attached Third Amendment to Sears Business Park Declaration of Protective Covenants. The undersigned hereby confirm that as the owner of twenty-two (22) acres of land described in **Schedule 1**, attached hereto, and thereby a 3.92% voting interest in the Association pursuant to the rules, regulations and procedures of the Declaration and the Second Amended and Restated By-Laws of the Association, effective December 2, 2016 (the "**Bylaws**").

The undersigned individually (and not jointly and severally) represent and warrant that, as of the date hereof: (a) the undersigned has full power and authority to execute this Third Amendment, and this Third Amendment constitutes the legal, valid, and binding obligation of the undersigned, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights generally; (b) the undersigned is a Class A Member of the Association and is in Good Standing; and (c) no authorization, approval, consent or other action by, notice to, or filing with, any governmental authority or other person is required for the execution and delivery by undersigned of this Consent or the performance of this Consent.

[Signature and Acknowledgment Pages to Follow]

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by, as applicable, its duly authorized officers as of the 14th day of September, 2022, both confirming its consent and execution as aforesaid, and that it is the Owner (as defined in the Declaration) of the property and ownership identified next to its name below.

CLASS A MEMBER:
HEARTLAND BANK AND TRUST
COMPANY, an Illinois state bank

By: [Signature]
Name: Thomas Le
Title: VP

Property Address Owned: 5900 Pacific Shore Parkway
Hoffman Estates, IL 60179

Acres Owned: 22
Voting Percentage: 3.92%

STATE OF Illinois)
) SS
COUNTY OF DuPage)

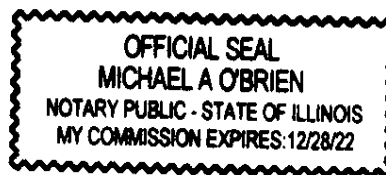
I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT Thomas Le, personally known to me to be the Vice President of Heartland Bank and Trust Company, a Illinois state bank, whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act and as the act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of September, 2022.

[Signature]
Notary Public

My Commission Expires:

12/28/22



[Third Amendment to Sears Business Park Declaration of Protective Covenants - Signature and Consent – Heartland Bank and Trust Company

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SCHEDULE 1

Legal Description of Owner's Property

LOT 4A5G1A IN THE FINAL PLAT OF RESUBDIVISION OF LOT 4A5G1, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 31 AND THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 6, 2007 AS DOCUMENT NO. 0706515096, IN COOK COUNTY, ILLINOIS.

PIN: 01-31-401-002-0000

Property of Cook County Clerk's Office

[Third Amendment to Sears Business Park Declaration of Protective Covenants - Signature and Consent – Heartland Bank and Trust Company

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CONSENT OF CLASS A MEMBERS TO THIRD AMENDMENT TO SEARS BUSINESS PARK DECLARATION OF PROTECTIVE COVENANTS

Pursuant to Article X, Section 2(b) of the Declaration (as defined in the Third Amendment to Sears Business Park Declaration of Protective Covenants to which this Consent is attached), the undersigned, a Class A Member in Good Standing (as defined in the Declaration) entitled to cast its vote, which vote shall count towards fifty-one percent (51%) or more of the votes of the Prairie Stone Property Owners Association (the "**Association**"), does hereby consent to the execution and recording of the attached Third Amendment to Sears Business Park Declaration of Protective Covenants. The undersigned hereby confirm that as the owner of 15.65 acres of land commonly known as Lot 23 in Prairie Stone, Hoffman Estates, Illinois 60179, as described in **Schedule 1**, attached hereto, and thereby a 2.80% voting interest in the Association pursuant to the rules, regulations and procedures of the Declaration and the Second Amended and Restated By-Laws of the Association, effective December 2, 2016 (the "**Bylaws**").

The undersigned individually (and not jointly and severally) represent and warrant that, as of the date hereof: (a) the undersigned has full power and authority to execute this Third Amendment, and this Third Amendment constitutes the legal, valid, and binding obligation of the undersigned, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights generally; (b) the undersigned is a Class A Member of the Association and is in Good Standing; and (c) no authorization, approval, consent or other action by, notice to, or filing with, any governmental authority or other person is required for the execution and delivery by undersigned of this Consent or the performance of this Consent.

[Signature and Acknowledgment Pages to Follow]

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by, as applicable, its duly authorized officers as of the 6th day of August, 2022, both confirming its consent and execution as aforesaid, and that it is the Owner (as defined in the Declaration) of the property and ownership identified next to its name below.

CLASS A MEMBER:
Prairie Pointe Center Development, LLC,
an Illinois limited liability company

By: 
Name: Daniel P. McShane
Its: Authorized Signatory

Property Address Owned: Lot 23 in Prairie Stone, Hoffman Estates, Illinois 60179

Acres Owned: 15.65 acres
Voting Percentage: 2.80%

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT Daniel P. McShane, personally known to me to be the Authorized Signatory of Prairie Pointe Center Development, LLC, an Illinois limited liability company, whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the act of said Authorized Signatory for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 6th day of September, 2022.


Notary Public

My Commission Expires:
9-21-2024



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SCHEDULE 1

Legal Description of Owner's Property

LOT 5C IN FINAL PLAT OF RESUBDIVISION OF LOTS 5 AND 6 IN SEARS BUSINESS PARK AMENDED PLAT OF SUBDIVISION, BEING A RESUBDIVISION OF PART OF SECTIONS 32 AND 33, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 20, 2001 AS DOCUMENT NUMBER 0010323867, IN COOK COUNTY, ILLINOIS.

PIN NUMBER: 01-33-304-005-0000

PROPERTY ADDRESS: LOT 23 IN PRAIRIE STONE, HOFFMAN ESTATES, ILLINOIS 60179

[Third Amendment to Sears Business Park Declaration of Protective Covenants - Signature and Consent

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CONSENT OF CLASS A MEMBERS TO THIRD AMENDMENT TO SEARS BUSINESS PARK DECLARATION OF PROTECTIVE COVENANTS

Pursuant to Article X, Section 2(b) of the Declaration (as defined in the Third Amendment to Sears Business Park Declaration of Protective Covenants to which this Consent is attached), the undersigned, a Class A Member in Good Standing (as defined in the Declaration) entitled to cast its vote, which vote shall count towards fifty-one percent (51%) or more of the votes of the Prairie Stone Property Owners Association (the "**Association**"), does hereby consent to the execution and recording of the attached Third Amendment to Sears Business Park Declaration of Protective Covenants. The undersigned hereby confirm that as the owner of 2.72 acres of land commonly known as Lot 4G3, as described in **Schedule 1**, attached hereto, and thereby a 0.48% voting interest in the Association pursuant to the rules, regulations and procedures of the Declaration and the Second Amended and Restated By-Laws of the Association, effective December 2, 2016 (the "**Bylaws**").

The undersigned individually (and not jointly and severally) represent and warrant that, as of the date hereof: (a) the undersigned has full power and authority to execute this Third Amendment, and this Third Amendment constitutes the legal, valid, and binding obligation of the undersigned, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights generally; (b) the undersigned is a Class A Member of the Association and is in Good Standing; and (c) no authorization, approval, consent or other action by, notice to, or filing with, any governmental authority or other person is required for the execution and delivery by undersigned of this Consent or the performance of this Consent.

[Signature and Acknowledgment Pages to Follow]

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IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by, as applicable, its duly authorized officers as of the 14th day of September, 2022, both confirming its consent and execution as aforesaid, and that it is the Owner (as defined in the Declaration) of the property and ownership identified next to its name below.

CLASS A MEMBER:

The Salvation Army
An Illinois Corporation
 a _____

By: _____
 Name: Bramwell E. Higgins
 Title: Secretary

Property Address Owned:

5550 Prairie Stone Parkway
Hoffman Estates, IL 60192

Acres Owned: 2.72
 Voting Percentage: 0.48%

STATE OF Illinois)
) SS
 COUNTY OF Cook)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT Bramwell E. Higgins, personally known to me to be the Secretary of The Salvation Army, an Illinois Corporation, whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act and as the act of said Class A Member for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of September, 2022.

Janet F. Gunter
 Notary Public

My Commission Expires:
1/16/2022



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SCHEDULE 1

Legal Description of Owner's Property

[to be inserted]

Property of Cook County Clerk's Office

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EXHIBIT "A"

Legal Description of Property

**CHICAGO TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)
SCHEDULE A (CONTINUED)**

POLICY NO.: 1401 008151529 D2

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 4G3 IN THE FINAL PLAT OF RESUBDIVISION OF LOTS 4A1 AND 4G IN PRAIRIE STONE OF LOT 4A1 IN THE RESUBDIVISION OF LOTS 4A AND 4D AND LOT 4G IN THE RESUBDIVISION OF LOT 4 IN SEARS BUSINESS PARK, AND THAT PROPERTY CONVEYED BY TRUSTEES DEED RECORDED AS DOCUMENT 04022735 IN THE SOUTH 1/2 OF SECTIONS 31 AND 32, TOWNSHIP 12 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID FINAL PLAT OF RESUBDIVISION OF LOTS 4A1 AND 4G RECORDED AS DOCUMENT 97519164, IN COOK COUNTY, ILLINOIS. LOT 4G3, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4G3; THENCE ALONG THE WESTERLY, NORTHERLY, EASTERLY, AND SOUTHERLY LINES OF SAID LOT 4G3 THE FOLLOWING SEVEN (7) COURSES:

- 1) THENCE NORTH 04 DEGREES, 39 MINUTES, 52 SECONDS WEST, A DISTANCE OF 197.95 FEET;
- 2) THENCE NORTH 16 DEGREES, 59 MINUTES, 55 SECONDS EAST, A DISTANCE OF 186.52 FEET;
- 3) THENCE SOUTH 73 DEGREES, 29 MINUTES, 02 SECONDS EAST, A DISTANCE OF 390.96 FEET;
- 4) THENCE SOUTHERLY ALONG THE ARC OF A NONTANGENTIAL CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 150.00 FEET, HAVING A CHORD BEARING OF SOUTH 02 DEGREES, 57 MINUTES, 49 SECONDS WEST, A DISTANCE OF 56.20 FEET;
- 5) THENCE SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 102.73 FEET, HAVING A CHORD BEARING OF SOUTH 33 DEGREES, 00 MINUTE, 18 SECONDS WEST, A DISTANCE OF 118.37 FEET TO POINT OF TANGENCY;
- 6) THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 87.37 FEET;
- 7) THENCE SOUTH 85 DEGREES, 35 MINUTES, 35 SECONDS WEST 356.20 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE DECLARATION OF EASEMENTS DATED JULY 10, 1997 AND RECORDED JULY 18, 1997 AS DOCUMENT 97519165 AND FIRST AMENDMENT TO DECLARATION OF EASEMENTS RECORDED FEBRUARY 16, 1999 AS DOCUMENT 99152443 AND AS CREATED BY DEED FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 6, 1989 AND KNOWN AS TRUST NUMBER 108506-00 RECORDED FEBRUARY 16, 1989 AS DOCUMENT 99152444 FOR STORM SEWERS, INGRESS AND EGRESS, PARKING, SANITARY SEWERS, WATER LINES, IRRIGATION SYSTEM, UTILITY LINES AND CONSTRUCTION OVER THE FOLLOWING DESCRIBED LAND:

LOTS 4A1B, 4A1C, 4G2, AND 4G4 IN THE FINAL PLAT OF RESUBDIVISION OF LOTS 4A1 AND 4G IN PRAIRIE STONE OF LOT 4A1 IN THE RESUBDIVISION OF LOTS 4A AND 4D AND LOT 4G

CONTINUED ON NEXT PAGE

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

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CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (1992)

SCHEDULE A (CONTINUED)

POLICY NO.: 1401 008151529 D2

IN THE RESUBDIVISION OF LOT 4 IN SEARS BUSINESS PARK AND THAT PROPERTY CONVEYED BY TRUSTEES' DEED RECORDED AS DOCUMENT 04022735 IN THE SOUTH 1/2 OF SECTIONS 31 AND 32, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID FINAL PLAT OF RESUBDIVISION OF LOTS 4A1 AND 4G RECORDED AS DOCUMENT 97519164.

Property of Cook County Clerk's Office

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

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EXHIBIT "B"

PERMITTED EXCEPTIONS

1. ENCROACHMENT OF THE CONCRETE WALK LOCATED MAINLY ON THE LAND ONTO THE EASEMENT RECORDED AS DOCUMENT NO. 93819631, AS SHOWN ON PLAT OF SURVEY NUMBER 92552PCTS PREPARED BY V3 CONSULTANTS DATED APRIL 23, 2014.

2. RIGHTS, IF ANY, OF PUBLIC AND QUASI-PUBLIC UTILITIES IN THE LAND AS SHOWN BY MANHOLES, INLETS, ETC. AS SHOWN ON PLAT OF SURVEY NUMBER 92552PCTS PREPARED BY V3 CONSULTANTS DATED APRIL 23, 2014.

3. NOTE AS CONTAINED ON THE AMENDED PLAT OF SUBDIVISION RECORDED AS DOCUMENT 91394943:

ACCESS TO ILLINOIS ROUTE 72 IS LIMITED TO THREE FULL INTERSECTIONS WEST OF THE E. J. & E. R.R. AND ONE RIGHT-IN-RIGHTOUT INTERSECTION EAST OF THE E. J. & E. R.R. IN ADDITION TO THE FULL INTERSESECTION AT OLD SUTTON ROAD.
(AFFECTS PARCEL 2)

4. RIGHTS, EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATIONS CONTAINED IN SEARS BUSINESS PARK DECLARATION OF PROTECTIVE COVENANTS RECORDED MARCH 8, 1991 AS DOCUMENT 91105432 AND AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME RELATING TO, INCLUDING BUT NOT LIMITED TO THE FOLLOWING: ASSESSMENTS, USE, DEVELOPMENT, APPROVAL OF IMPROVEMENTS, BUILDING SETBACKS, PARKING, LANDSCAPING EASEMENTS, EXTERNAL STRUCTURES, UNDERGROUND UTILITIES, MAINTENANCE, SIGNS, DIRECTIONAL AND TRAFFIC CONTROL SIGNS, & EASEMENTS RESERVED BY THE ASSOCIATION AND DECLARANT.

FIRST SUPPLEMENTARY DECLARATION TO SEARS BUSINESS PARK DECLARATION OF PROTECTIVE COVENANTS RECORDED JULY 31, 1991 AS DOCUMENT 91383966.

SECOND SUPPLEMENTARY DECLARATION TO SEARS BUSINESS PARK DECLARATION OF PROTECTIVE COVENANTS RECORDED OCTOBER 23, 1991 AS DOCUMENT 91554407.

THIRD SUPPLEMENTARY DECLARATION TO SEARS BUSINESS PARK DECLARATION OF PROTECTIVE COVENANTS RECORDED NOVEMBER 4, 1994 AS DOCUMENT 94944869.

FIRST AMENDMENT TO SEARS BUSINESS PARK DECLARATION OF PROTECTIVE COVENANTS RECORDED JUNE 26, 1995 AS DOCUMENT 95408255.

(AFFECTS PARCELS 1 AND 2)

NOTE: AMENDMENTS RECORDED AS DOCUMENT 0800209153 AND 0831018027

5. RIGHTS, EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATIONS AS CONTAINED IN THE UNRECORDED DEVELOPMENT PLAN AS DISCLOSED BY SEARS BUSINESS PARK DECLARATION OF PROTECTIVE COVENANTS RECORDED MARCH 8, 1991 AS DOCUMENT 91105432.

(AFFECTS PARCELS 1 AND 2)

6. THE FOLLOWING SETBACK REQUIREMENTS HAVE BEEN ESTABLISHED BY THE DESIGN REVIEW COMMITTEE OF THE PROPERTY OWNER'S ASSOCIATION WHICH WAS CREATED BY THE SEARS BUSINESS PARK DECLARATION OF PROTECTIVE COVENANTS RECORDED AS DOCUMENT 91105432:

FRONT YARD - 20.00 FEET

SIDE YARD - 5.00 FEET

REAR YARD - 10.00 FEET

(AFFECTS PARCEL 1)

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7. LANDSCAPE EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF LANDSCAPED AREAS AS CONTAINED IN THE DEVELOPMENT GUIDELINES AS DISCLOSED BY SEARS BUSINESS PARK DECLARATION OF PROTECTIVE COVENANTS RECORDED AS DOCUMENT 91105432 (AFFECTS PARCELS 1 AND 2)

8. EASEMENT IN FAVOR OF AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 6, 1989 AND KNOWN AS TRUST NUMBER 108506-00 FOR THE INSTALLATION, OPERATION, MODIFICATION, MAINTENANCE, REPAIR AND REMOVAL OF UTILITIES AND DRAINAGE FACILITIES (AND THE RIGHT TO INSPECT SAME) OVER, UNDER AND ACROSS EACH BUILDING SITE, INCLUDING THE RIGHT OF INGRESS AND EGRESS TO AND FROM EACH BUILDING SITE FOR THE PURPOSE OF CARRYING OUT SAID EASEMENT TOGETHER WITH THE RIGHT TO REMOVE ANY OBSTRUCTION THAT MAY BE PLACED IN SUCH EASEMENT THAT WOULD CONSTITUTE INTERFERENCE WITH THE USE OF SUCH EASEMENT OR WITH THE USE, MAINTENANCE, OPERATION OR INSTALLATION OF SUCH UTILITIES AND DRAINAGE FACILITIES AS RESERVED IN THE SEARS BUSINESS PARK DECLARATION OF PROTECTIVE COVENANTS RECORDED AS DOCUMENT 91105432. (AFFECTS PARCELS 1 AND 2)

9. EASEMENT RESERVED IN THE SEARS BUSINESS PARK DECLARATION OF PROTECTIVE COVENANTS RECORDED MARCH 8, 1991 AS DOCUMENT 91105432 FOR THE ASSOCIATION TO ENTER UPON A BUILDING SITE AT ALL TIMES FOR THE PURPOSE OF INSPECTING SUCH SITE TO DETERMINE COMPLIANCE WITH THE OWNERS MAINTENANCE REQUIREMENTS AND THE RIGHT OF INGRESS AND EGRESS ON TO SUCH SITE AT ANY TIME FOR THE PURPOSE OF MAINTAINING, REPAIRING OR REPLACING ANY PORTION OF THE LANDSCAPING OR SITE IMPROVEMENTS ON SUCH BUILDING SITE WHICH IS NOT IN COMPLIANCE WITH SAID MAINTENANCE REQUIREMENTS. (AFFECTS PARCELS 1 AND 2)

10. RIGHTS, TERMS, OBLIGATIONS AND COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN UNRECORDED ECONOMIC DEVELOPMENT AGREEMENT DATED THE _ DAY OF _ 1990, AS AMENDED FROM TIME TO TIME, MADE BY AND BETWEEN SEARS, ROEBUCK AND COMPANY, A NEW YORK CORPORATION AND THE VILLAGE OF HOFFMAN ESTATES RELATING TO SPECIFIC USES OF THE LAND A MEMORANDUM OF WHICH WAS RECORDED APRIL 19, 1991 AS DOCUMENT 91181055. SPECIFICALLY, SECTION 3.4 OF THE AGREEMENT PROVIDES THAT FOR THE TERM OF THE ECONOMIC DEVELOPMENT PLAN, THE SUBJECT PROPERTY SHALL BE DEVOTED ONLY TO THE USES SPECIFIED IN THE ECONOMIC DEVELOPMENT PLAN AND THAT SUCH COVENANT SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND, WHICH SHALL TERMINATE UPON EXPIRATION OF THE ECONOMIC DEVELOPMENT PLAN. MOREOVER, ARTICLE 9 OF THE AGREEMENT PROVIDES THAT NEITHER THE DEVELOPER, NOR ITS AGENTS, REPRESENTATIVES SUCCESSORS, ASSIGNS, TENANTS OR TRANSFEREES OF ANY PORTION OF THE SUBJECT PROPERTY SHALL INITIATE, TAKE OR PERFORM ANY ACTS ATTEMPTING TO REDUCE THE ASSESSED VALUATION OF ANY PORTION OF THE SUBJECT PROPERTY IF SUCH REDUCTION WILL CAUSE THE THEN CURRENT TOTAL ASSESSED VALUATION OF THE SUBJECT PROPERTY TO BE LESS THAN THE TOTAL MINIMUM ASSESSED VALUATION. THE TOTAL MINIMUM ASSESSED VALUATION OF THE PROPERTY SHALL BE ESTABLISHED IN WRITING BY THE PARTIES TO THE AGREEMENT FROM TIME TO TIME AS BONDS ARE ISSUED IN CONNECTION WITH THE DEVELOPMENT OF THE PROPERTY. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE FIRST SENTENCE OF PARAGRAPH 5, THE AFFECTED PARTIES SHALL HAVE THE SAME RIGHT TO CHALLENGE REAL ESTATE TAXES AS IS OFFERED TO THE TAXPAYERS AND OWNER OF OTHER REAL PROPERTIES SITUATED WITHIN COOK COUNTY, ILLINOIS BUT NO SUCH CHALLENGE WILL BE MADE WITHOUT NOTICE TO THE VILLAGE. TO THE EXTENT THE AFFECTED PARTIES ARE OBLIGATED TO PAY AN PORTION OF THE REAL ESTATE TAX BILL FOR THE SUBJECT PROPERTY, THEY SHALL PAY SUCH TAXES BEFORE THE DATE OF DELINQUENCY OF SUCH TAXES. ARTICLE 9 SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE AFFECTED PARTIES FOR SO LONG AS THE BONDS ARE ISSUED AND OUTSTANDING. FINALLY, THE AGREEMENT ALSO

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PROVIDES THAT IF AND WHEN THE BONDS HAVE BEEN PAID IN FULL AND REDEEMED, THE COVENANTS CONTAINED IN ARTICLE 9 OF THE AGREEMENT SHALL BECOME NULL AND VOID AND THE VILLAGE SHALL ISSUE A RELEASE OF SUCH COVENANTS.

TERMS AND CONDITIONS FUND IN UNRECORDED ORDINANCE 3611-2004 DATED APRIL 8, 2004 AMENDING THE ABOVE-REFERENCED AGREEMENT SPECIFICALLY NULLIFYING AND VOIDING "ARTICLE 9.1 TAX PROTESTS AND APPEALS/PAYMENT OF REAL ESTATE TAXES" OF THE SAME.
(AFFECTS PARCELS 1 AND 2)

11. PARKING AGREEMENT DATED MAY 20, 1993 AND RECORDED NOVEMBER 29, 1994 AS DOCUMENT 04022737 BY AND BETWEEN SEARS, ROEBUCK AND CO., AND THE VILLAGE OF HOFFMAN ESTATES.

SHARED PARKING AGREEMENT DATED JULY 20, 1998 AND RECORDED AUGUST 13, 1998 AS DOCUMENT 98714741 BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER A TRUST AGREEMENT DATED JUNE 6, 1989 AND KNOWN AS TRUST NO. 108506-00 AND THE VILLAGE OF HOFFMAN ESTATES.
(AFFECTS PARCELS 1 AND 2)

12. EASEMENT IN FAVOR OF AMERITECH ILLINOIS AND COMMONWEALTH EDISON COMPANY, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY; TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED AS DOCUMENT 97372052, AS IDENTIFIED AND LOCATED ON A SURVEY PREPARED BY CHARLES W. BARTOSZ OF SDI CONSULTANTS, LTD. DATED JANUARY 27, 1999 REVISED SEPTEMBER 3, 2003.
(AFFECTS PARCELS 1 AND 2)

13. COVENANTS AND RESTRICTIONS (BUT OMITTING ANY SUCH COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (P) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS), RELATING TO USE CONTAINED IN THE DECLARATION RESTRICTING USES DATED JULY 2, 1997 AND RECORDED JULY 2, 1997 AS DOCUMENT 97479669 AND RE-RECORDED JULY 29, 1997 AS DOCUMENT 97549952 WHICH DOES NOT CONTAIN A REVERSIONARY OR FORFEITURE CLAUSE.
(AFFECTS PARCELS 1 AND 2)

14. DECLARATION OF EASEMENTS DATED JULY 10, 1997 AND RECORDED JULY 12, 1997 AS DOCUMENT 97519165 AND FIRST AMENDMENT TO DECLARATION OF EASEMENTS RECORDED FEBRUARY 16, 1999 AS DOCUMENT 99152443 BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER A TRUST AGREEMENT DATED JUNE 6, 1989 AND KNOWN AS TRUST NO. 108506-00, AND THE TERMS AND CONDITIONS AS SET FORTH THEREIN.
(AFFECTS PARCELS 1 AND 2)

NOTE: AMENDMENT RECORDED AS DOCUMENT 0410441003

15. NOTE AS CONTAINED ON THE PLAT OF RESUBDIVISION OF LOTS 4A1 AND 4G IN PRAIRIE STONE RECORDED AS DOCUMENT 97519164:
LOTS 4G1, 4G2, 4G3, 4G4, 4G5, 4A1D, 4A1C, 4A1A AND 4A1B SHOWN HEREON CONSTITUTE ONE "ZONING" LOT.
(AFFECTS PARCELS 1 AND 2)

16. TERMS, CONDITIONS, RESTRICTIONS, SETBACKS AND EASEMENTS FOUND IN THE PLAT OF EASEMENT GRANT AND VACATION RECORDED AS DOCUMENT NUMBER 99832124.

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17. PUBLIC UTILITY AND DRAINAGE EASEMENTS AS SHOWN ON THE PLAT OF RESUBDIVISION OF LOTS 4A1 AND 4G IN PRAIRIE STONE RECORDED AS DOCUMENT 97519164 AS IDENTIFIED AND LOCATED ON A SURVEY PREPARED BY CHARLES W. BARTOSZ OF V3 CONSULTANTS, LTD. DATED APRIL 17, 2003, REVISED SEPTEMBER 3, 2003.
(AFFECTS PARCELS 1 AND 2)

18. EASEMENT IN FAVOR OF ILLINOIS BELL TELEPHONE COMPANY AND COMMONWEALTH EDISON COMPANY, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED AS DOCUMENT 93819631 AS IDENTIFIED AND LOCATED ON THE PLAT RECORDED AS DOCUMENT 97519164.
(AFFECTS PARCEL 2)

19. EASEMENT IN FAVOR OF PUBLIC UTILITY COMPANIES, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN SEARS BUSINESS PARK AMENDED PLAT OF SUBDIVISION RECORDED AS DOCUMENT 91394943 AS IDENTIFIED AND LOCATED ON A SURVEY PREPARED BY CHARLES W. BARTOSZ OF SDI CONSULTANTS, LTD. DATED JANUARY 27, 1999, REVISED SEPTEMBER 3, 2003.
(AFFECTS PARCEL 2)

20. ELECTRIC SERVICE EASEMENT AS SHOWN ON THE PLAT OF RESUBDIVISION OF LOTS 4A1 AND 4G IN PRAIRIE STONE RECORDED AS DOCUMENT 97519164 AS IDENTIFIED AND LOCATED ON A SURVEY PREPARED BY CHARLES W. BARTOSZ OF SDI CONSULTANTS, LTD. DATED JANUARY 27, 1999, REVISED FEBRUARY 10, 1999 AND LAST REVISED SEPTEMBER 3, 2003.
(AFFECTS PARCEL 2)

21. DRAINAGE AND UTILITY EASEMENTS CONTAINED IN THE PLAT OF RESUBDIVISION OF LOTS 4A1A, 4A1B, AND 4A1C IN PRAIRIE STONE RECORDED AS DOCUMENT NUMBER 98536288 AS IDENTIFIED AND LOCATED ON A SURVEY PREPARED BY CHARLES W. BARTOSZ OF SDI CONSULTANTS, LTD. DATED JANUARY 27, 1999, REVISED SEPTEMBER 3, 2003.
(AFFECTS PARCEL 2)

22. RIGHTS, COVENANTS, CONDITIONS AND RESTRICTIONS MADE BY AND BETWEEN NBD TRUST COMPANY OF ILLINOIS AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 1, 1973 AND KNOWN AS TRUST NUMBER 66-1882 AND AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 11, 1969 AND KNOWN AS TRUST NUMBER L-1163, HARRIS BANK BARRINGTON, N.A. AS TRUSTEE UNDER TRUST NUMBER 398, THE SUCCESSOR CO-TRUSTEE OF THE THOMAS ORIGER REVOCABLE INTER-VIVOS TRUST DATED MARCH 25, 1976, RAYMOND E. PLOTE, AS TRUSTEE UNDER THE RAYMOND E. PLOTE LIVING TRUST DATED JULY 16, 1983 AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 6, 1989 AND KNOWN AS TRUST NUMBER 108506-00 (SEARS TRUSTEE) WHICH OBLIGATES THE SEARS TRUSTEE TO EXTEND APPROPRIATE PROVISIONS IN ANY AMENDMENT TO THE ANNEXATION AGREEMENT, ORDINANCES, RESOLUTIONS OR OTHER GOVERNMENTAL ACTIONS WITH RESPECT TO IMPROVEMENTS BENEFITTING SUCH BENEFICIARIES AS CONTAINED IN THE PURCHASE/SALE AGREEMENT DATED JUNE 23, 1989, AS DISCLOSED BY MEMORANDUM OF CONTRACT RIGHTS RECORDED JUNE 12, 1990 AS DOCUMENT 90277583.

NOTE: SAID INSTRUMENT DOES NOT CONTAIN A RIGHT OF FIRST REFUSAL REGARDING THE SUBJECT PROPERTY.

(AFFECTS PARCELS 1 AND 2)

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23. NOTICE OF REQUIREMENTS FOR STORM WATER DETENTION RECORDED NOVEMBER 30, 1990 AS DOCUMENT 90583269 AND FILED NOVEMBER 30, 1990 AS DOCUMENT LR3929621.
(AFFECTS PARCELS 1 AND 2)

24. NOTICE OF "STATEMENT OF AWARENESS" DATED DECEMBER 10, 2002 AND RECORDED FEBRUARY 20, 2003 AS DOCUMENT 0030238103 MADE BY THE VILLAGE OF HOFFMAN ESTATES, A MUNICIPAL CORPORATION AGAINST SUBDIVISION DESCRIBED PURUSANT TO SECTION 19-2-2-O OF THE HOFFMAN ESTATE MUNICIPAL CODE CONDITIONS DATED OCTOBER 29, 1998.
(AFFECTS PARCEL 1 AND PARCEL 2)

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CONSENT OF CLASS A MEMBERS TO THIRD AMENDMENT TO SEARS BUSINESS PARK DECLARATION OF PROTECTIVE COVENANTS

Pursuant to Article X, Section 2(b) of the Declaration (as defined in the Third Amendment to Sears Business Park Declaration of Protective Covenants to which this Consent is attached), the undersigned, a Class A Member in Good Standing (as defined in the Declaration) entitled to cast its vote, which vote shall count towards fifty-one percent (51%) or more of the votes of the Prairie Stone Property Owners Association (the "**Association**"), does hereby consent to the execution and recording of the attached Third Amendment to Sears Business Park Declaration of Protective Covenants. The undersigned hereby confirm that as the owner of 3.22 acres of land commonly known as Lot 4G1B1, as described in **Schedule 1**, attached hereto, and thereby a 0.57% voting interest in the Association pursuant to the rules, regulations and procedures of the Declaration and the Second Amended and Restated By-Laws of the Association, effective December 2, 2016 (the "**Bylaws**").

The undersigned individually (and not jointly and severally) represent and warrant that, as of the date hereof: (a) the undersigned has full power and authority to execute this Third Amendment, and this Third Amendment constitutes the legal, valid, and binding obligation of the undersigned, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights generally; (b) the undersigned is a Class A Member of the Association and is in Good Standing; and (c) no authorization, approval, consent or other action by, notice to, or filing with, any governmental authority or other person is required for the execution and delivery by undersigned of this Consent or the performance of this Consent.

[Signature and Acknowledgment Pages to Follow]

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IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by, as applicable, its duly authorized officers as of the 15th day of September, 2022, both confirming its consent and execution as aforesaid, and that it is the Owner (as defined in the Declaration) of the property and ownership identified next to its name below.

CLASS A MEMBER:

PRATUM PARTNERS
an Illinois Limited Liability Company

By: John F. McKinney
 Name: JOHN F. MCKINNEY
 Title: MANAGER

Property Address Owned:
5400-48 PRAIRIE Stone PKWY
HOFFMAN ESTATES, IL 60192

Acres Owned: 3.22
 Voting Percentage: 0.57%

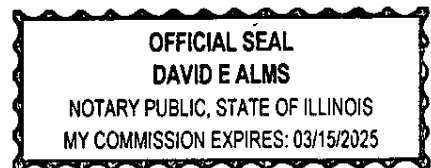
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT John F. McKinney, personally known to me to be the ^{MANAGING} ~~PARTNER~~ PRATUM PARTNERS, an Illinois Corporation, whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act and as the act of said ^{CLASS A} MEMBER for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15th day of September, 2022.

David E. Alms
 Notary Public

My Commission Expires:
3/15/25



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SCHEDULE 1

Legal Description of Owner's Property

LOT 4G1B1 IN THE FINAL PLAT OF RESUBDIVISION OF PRAIRIE STONE COMMONS – LOT 4G1B, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 18, 2007 AS DOCUMENT NUMBER 0710822035, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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CONSENT OF CLASS A MEMBERS TO THIRD AMENDMENT TO SEARS BUSINESS PARK DECLARATION OF PROTECTIVE COVENANTS

Pursuant to Article X, Section 2(b) of the Declaration (as defined in the Third Amendment to Sears Business Park Declaration of Protective Covenants to which this Consent is attached), the undersigned, a Class A Member in Good Standing (as defined in the Declaration) entitled to cast its vote, which vote shall count towards fifty-one percent (51%) or more of the votes of the Prairie Stone Property Owners Association (the "**Association**"), does hereby consent to the execution and recording of the attached Third Amendment to Sears Business Park Declaration of Protective Covenants. The undersigned hereby confirm that as the owner of 7.35 acres of land commonly known as Lot 6A1, as described in **Schedule 1**, attached hereto, and thereby a 1.31% voting interest in the Association pursuant to the rules, regulations and procedures of the Declaration and the Second Amended and Restated By-Laws of the Association, effective December 2, 2016 (the "**Bylaws**").

The undersigned individually (and not jointly and severally) represent and warrant that, as of the date hereof: (a) the undersigned has full power and authority to execute this Third Amendment, and this Third Amendment constitutes the legal, valid, and binding obligation of the undersigned, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights generally; (b) the undersigned is a Class A Member of the Association and is in Good Standing; and (c) no authorization, approval, consent or other action by, notice to, or filing with, any governmental authority or other person is required for the execution and delivery by undersigned of this Consent or the performance of this Consent.

[Signature and Acknowledgment Pages to Follow]

County Clerk's Office

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IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by, as applicable, its duly authorized officers as of the 26 day of September, 2022, both confirming its consent and execution as aforesaid, and that it is the Owner (as defined in the Declaration) of the property and ownership identified next to its name below.

CLASS A MEMBER:

HMC PT Prairie Stone Crossing, LLC,
a Delaware limited liability company
By: Pine Tree Commercial Realty, LLC, an Illinois
limited liability company, as Agent

By: [Signature]
Name: Bruce L. Boroszak
Title: EVP + General Counsel

Property Address Owned:
4600-4700 Hoffman Boulevard
Hoffman Estates, IL 60192

Acres Owned: 7.35
Voting Percentage: 1.31%

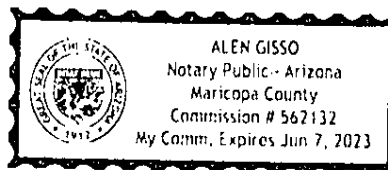
STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT Bruce L. Boroszak, personally known to me to be the EVP + General Counsel of Pine Tree Commercial Realty, LLC, an Illinois limited liability company, whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this 26 day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act and as the act of said Company, as Agent for HMC PT Prairie Stone Crossing, LLC for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 26 day of September, 2022.

[Signature]
Notary Public

My Commission Expires:
6-7-2023



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SCHEDULE 1

Legal Description of Owner's Property

LOT 6A1 OF THE STONE EAGLE RESUBDIVISION, BEING A RESUBDIVISION OF LOT 6A IN FINAL PLAT OF RESUBDIVISION OF LOTS 5 AND 6 IN SEARS BUSINESS PARK AMENDED PLAT OF SUBDIVISION IN PART OF SECTIONS 32 AND 33, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 11, 2012 AS DOCUMENT 1210229025, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office