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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 05/16/2023 12:45 PM PG: 1 OF 13

Space Reserved for Recorder of Deeds

Village of Glenview  
Cook County, Illinois

Amendment to Declaration of Easements,  
Covenants, Conditions and Restrictions

This document prepared by and mail to:

Greg Jones

Ancel Glink, P.C.

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Chicago, Illinois 60603

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312.782.7606

RECORDING FEE 75.00  
DATE 5-16-23 COPIES 6X  
OK BY JP

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THIS DOCUMENT WAS  
PREPARED BY AND  
AFTER RECORDING  
RETURN TO:

Gregory W. Jones  
Ancel Glink, P.C.  
140 S. Dearborn Street,  
6th Floor  
Chicago, Illinois 60603

**BOX 384**

Above space for recorder's use

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

THIS AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS ("**Amendment**") is made and entered into as of April 18, 2023 by and between OLIVERMCMILLAN GLENVIEW RESIDENTIAL, LLC, a Delaware limited liability company ("**OM Residential**"), OLIVERMCMILLAN GLENVIEW THEATERS, LLC, a Delaware limited liability company ("**OM Theaters**"), VON MAUR, INC., an Illinois corporation ("**Von Maur**"), and T GLENVIEW CENTER IL, LLC, a Texas limited liability company ("**TGC**"), with the approval and consent of the VILLAGE OF GLENVIEW, an Illinois municipal corporation and home rule unit of local government ("**Village**") (collectively, OM Residential, OM Theaters, Von Maur, TGC, and the Village are the "**Parties**").

### RECITALS

A. The Village made and entered into that certain Declaration of Easements, Covenants, Conditions and Restrictions dated June 27, 2002 and recorded on July 2, 2002 with the Recorder's Office of Cook County, Illinois, as Document No. 0020733382 ("**Declaration**"), which Declaration affects the real property legally described in Exhibit A ("**Subject Property**").

B. OM Residential is the current owner of the parcels of land legally described in Exhibit B. OM Theaters is the current owner of the parcel of land legally described in Exhibit C. Von Maur is the current owner of the parcel of land legally described in Exhibit D. TGC is the current owner of the parcels of land legally described in Exhibit E. Collectively, OM Residential, OM Theaters, Von Maur, and TGC are the "Owners," as that term is defined in Declaration Section 1.23.

C. TGC has proposed to amend the Declaration to allow an upscale liquor store to occupy a tenant space located on the Subject Property.

D. The Declaration currently prohibits liquor stores from occupying the Subject Property, excluding certain beer and wine shops.

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E. In accordance with Declaration Section 18.10 and with the Village's consent and approval, the Parties wish to amend the Declaration as set forth herein.

**NOW, THEREFORE**, in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is 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 foregoing recitals and all exhibits attached to this Amendment are incorporated herein by reference.

2. Prohibited Use List Amended. Declaration Section 6.3 is amended as follows (additions underlined and deletions ~~struck through~~):

"6.3 **Prohibited Uses.** Notwithstanding the foregoing, none of the following uses or operations will be made, conducted or permitted on or with respect to all or any part of the Project:

\*

\*

\*

6.3.3 Any liquor store, other than one that (i) includes at least 3,800 square feet in sales floor area, (ii) primarily stocks and sells upscale or gourmet beers, wines or liquors, i.e., rare, exclusive, expensive or other specialty products not commonly available in non-specialty stores, and (iii) has obtained the written approval of the Parties to this Declaration with respect to the store operator and business plan before opening for business, such approval not to be unreasonably withheld, conditioned or delayed. Any liquor store, provided, however, the foregoing shall not preclude the sale of beer and/or wine from any upscale or gourmet wine and/or beer operation."

3. Applicable Law. This Amendment so 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.

4. Binding Effect. This Amendment shall bind and benefit the heirs, legal representatives, successors and assigns of the Parties, and all covenants, conditions and agreements herein contained shall be construed as covenants running with the land.

5. 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.

6. 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. The terms and provisions of the Declaration are incorporated herein by reference as if fully stated herein.

[Signature pages follow]

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IN WITNESS WHEREOF, the Parties have executed this Amendment as of the above date.

**OLIVERMcMILLAN GLENVIEW RESIDENTIAL, LLC:**

By: [Signature]  
 Name: William T. Pinsky  
 Its: CFO

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 )  
 ) ss.  
 COUNTY OF SAN DIEGO )

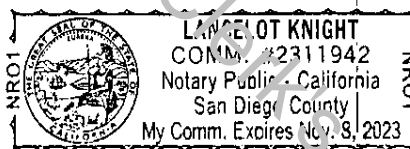
On April 18, 2023, before me, Lancelot Knight, Notary Public  
 (insert name and title of the officer)

personally appeared William P. Pinsky,  
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

Signature [Signature]



(Seal)

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## UNOFFICIAL COPY

OLIVERMcMILLAN GLENVIEW THEATERS, LLC:

By: [Signature]Name: WILLIAM P. PERSLEYIts: CEO

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 San Diego ) ss.

On April 18, 2023, before me, Lancelot Knight, Notary Public  
 (insert name and title of the officer)

personally appeared William P. Persley

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.


Signature [Signature]

(Seal)

[intentionally left blank]

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VON MAUR, INC:

By:   
 Robert L. Larsen,  
 Chief Financial Officer

STATE OF IOWA                    )  
   ) SS.  
 COUNTY OF SCOTT                )

On this 13<sup>th</sup> day of April, 2023, before me appeared Robert L. Larsen, to me personally known, who, being by me duly sworn, did say that he/she is the Chief Financial Officer of Von Maur, Inc., an Illinois corporation, and that this Amendment was signed on behalf of said corporation; and said individual acknowledged said instrument to be the free and act and deed of said corporation.

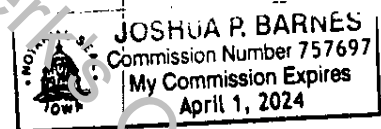
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Notary Public

My term expires: April 1, 2024

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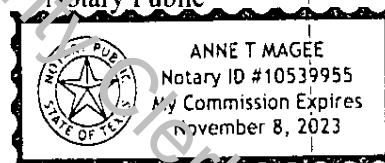
**UNOFFICIAL COPY****T GLENVIEW CENTER IL, LLC:**By: [Signature]Name: Zeshan TabaniIts: Vice PresidentSTATE OF Texas )  
 ) SS.  
COUNTY OF Dallas )

On this 13<sup>th</sup> day of April, 2023, before me appeared Zeshan Tabani, to me personally known, who, being by me duly sworn, did say that he/she is the Vice President of T Glenview Center IL, LLC, a Texas limited liability company, and that this Amendment 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.


My term expires: 11/8/2023

Notary Public



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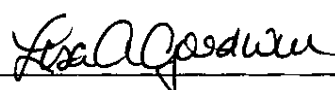
**UNOFFICIAL COPY****VILLAGE OF GLENVIEW**

  
\_\_\_\_\_  
Michael B. Jenny, Village President,  
Village of Glenview, Cook County, Illinois

**STATE OF ILLINOIS**       )  
  )  
  ) SS.  
**COUNTY OF COOK**       )

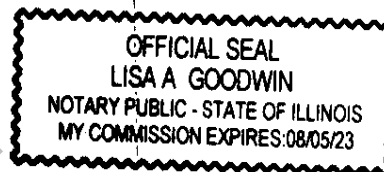
On this 2<sup>nd</sup> day of MAY, 2023, before me appeared Michael B. Jenny, to me personally known, who, being by me duly sworn, did say that he/she is the Village President of the Village of Glenview, an Illinois home rule municipal corporation, and that this Amendment was signed on behalf of said municipal 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: 8.5.23

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## Exhibit A

### **Legal Description of the Subject Property**

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 AND 22 IN GLEN TOWN CENTER, A RESUBDIVISION OF LOT 3 OF GNAS MIXED USE RETAIL CENTER, IN THE WEST ½ OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 0020733381 IN COOK COUNTY, ILLINOIS.

PINs: 04-27-103-012-0000  
04-27-103-042-1001  
04-27-103-042-1002  
04-27-103-014-0000  
04-27-103-015-0000  
04-27-103-016-0000  
04-27-103-017-0000  
04-27-103-018-0000  
04-27-103-019-0000  
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04-27-103-027-0000  
04-27-103-028-0000  
04-27-103-029-0000  
04-27-103-030-0000  
04-27-103-031-0000  
04-27-103-032-0000  
04-27-103-033-0000

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## Exhibit B

### **Legal Description of the OM Residential Property**

LOTS 17, 19, 20, AND 22 IN GLEN TOWN CENTER, A RESUBDIVISION OF LOT 3 OF GNAS MIXED USE RETAIL CENTER, IN THE WEST ½ OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 0020733381 IN COOK COUNTY, ILLINOIS.

PINS: 04-27-103-028-0000  
04-27-103-030-0000  
04-27-103-031-0000  
04-27-103-033-0000

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## Exhibit C

### **Legal Description of the OM Theaters Property**

LOT 2 IN GLEN TOWN CENTER, A RESUBDIVISION OF LOT 3 OF GNAS MIXED USE RETAIL CENTER, IN THE WEST ½ OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 0020733381 IN COOK COUNTY, ILLINOIS.

PINs: 04-27-103-042-1001

Property of Cook County Clerk's Office

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## Exhibit D

### **Legal Description of the Von Maur Property**

LOT 7 IN GLEN TOWN CENTER, A RESUBDIVISION OF LOT 3 OF GNAS MIXED USE RETAIL CENTER, IN THE WEST ½ OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 0020733381 IN COOK COUNTY, ILLINOIS.

PIN: 04-27-103-018-0000

Property of Cook County Clerk's Office

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## Exhibit E

### **Legal Description of the TGC Property**

LOTS 2, 4, 6, 8, 10, 12, 13, 14 15, 18, AND 21 IN GLEN TOWN CENTER, A RESUBDIVISION OF LOT 3 OF GNAS MIXED USE RETAIL CENTER, IN THE WEST ½ OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 0020733381 IN COOK COUNTY, ILLINOIS.

PINs: 04-27-103-015-0000  
04-27-103-017-0000  
04-27-103-019-0000  
04-27-103-021-0000  
04-27-103-023-0000  
04-27-103-024-0000  
04-27-103-025-0000  
04-27-103-026-0000  
04-27-103-029-0000  
04-27-103-032-0000  
04-27-103-042-1002