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Vista Senior Living Management, LLC  
8170 McCormick Blvd  
Skokie, Illinois 60076  
Attention: Mar Stesel

## FIRST AMENDMENT TO DECLARATION OF EASEMENTS AND MAINTENANCE AGREEMENT

THIS FIRST AMENDMENT TO DECLARATION OF EASEMENTS AND MAINTENANCE AGREEMENT, dated as of March 1, 2024 (this "Amendment"), is entered into by POPLAR CREEK VILLAGE, LP, an Illinois Limited Partnership ("Lot 1 Owner"), and HOFFMAN ESTATES REALTY, LLC, an Illinois limited liability company ("Lot 2 Owner" and, collectively with Lot 1 Owner, the "Lot Owners").

### RECITALS

A. Reference is made to that certain Declaration of Easements and Maintenance Agreement by Harris Bank Palatine, N.A., as Successor Trustee to Harris Bank Roselle, as Trustee under Trust Agreement dated May 11, 1993 and known as Trust Number 13528, dated October 1, 19917 and recorded on November 17, 1997 in the Recorder's Office of Cook County, Illinois as Document Number 97857294 (the "Declaration"). Capitalized terms used herein which are not otherwise defined have the respective meanings set forth in the Declaration.

B. Lot 1 Owner is the current owner of Lot 1 (which is legally described on Exhibit A attached hereto), and by virtue of the Special Warranty Deed from S-H Forty-Nine Propco - Hoffman Estates, LLC, a Delaware limited liability company, which was recorded prior to this Amendment on the date hereof, Lot 2 Owner is the current owner of Lot 2 (which is legally described on Exhibit B attached hereto).

C. The Lot Owners now desire to enter into this Amendment in order to evidence their agreement with respect to the sharing of maintenance costs for the Emergency Access Easement Area.

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## AGREEMENTS

1. Sharing of Costs of Emergency Access Easement Area.

a. Section 4(B) of the Declaration is hereby amended and restated, in its entirety, as follows:

“B. Emergency Easement Access Agreement. The Owner of Lot 1 shall construct, reconstruct, repair, replace and maintain the Driveway in the Emergency Access Easement Area. In consideration for its share of the costs incurred by the Owner of Lot 1 for such responsibilities, the Owner of Lot 2 shall pay to the Owner of Lot 1 the amount of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) per calendar year, commencing with the calendar year 2025, provided that, beginning with the calendar year 2025, such amount shall be adjusted by the CPI Increase (as defined below), with the base amount calculated from 2024, in each calendar year (the amount determined pursuant to the foregoing, the “Lot 2 Cost Contribution”).

As used herein, (i) the term “CPI Increase” means, with respect to the applicable calendar year, the percentage increase (rounded to two (2) decimal places), if any, in (A) the Cost of Living Index published for December of the immediately preceding calendar year, over (B) the Cost of Living Index published for December of the calendar year immediately preceding such immediately preceding calendar year (by way of example, the CPI Increase for the Lot 2 Cost Contribution to be made by the Owner of Lot 2 for the calendar year 2025 shall be determined by comparing the Cost of Living Index published for December, 2023 with the Cost of Living Index published for December, 2024) and (ii) the term “Cost of Living Index” means the Consumer Price Index for All Urban Consumers, U.S. City Average (1982-1984 = 100), published by the Bureau of Labor Statistics, U.S. Department of Labor (the “BLS”), or such other renamed index. If the BLS changes the base reference period for the Cost of Living Index from 1982-84 = 100, the cost-of-living adjustment shall be determined with the use of such conversion formula or table as may be published by the BLS. If the BLS otherwise substantially revises, or ceases publication of the Cost of Living Index, then a substitute index for determining cost-of-living adjustments, issued by the BLS or by a reliable governmental or other nonpartisan publication, shall be reasonably selected by the Owners of Lot 1 and Lot 2.”

b. Section 4(D) of the Declaration is hereby amended and restated, in its entirety, as follows:

“D. Payments by Owner of Lot 2. As reasonably practicable after the commencement of each calendar year (commencing with the calendar

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year 2025), the Owner of Lot 1 shall provide to the Owner of Lot 2 an invoice for the Lot 2 Cost Contribution for such calendar year, including reasonable detail with respect to the CPI Increase calculation with respect thereto, and the Owner of Lot 2 shall pay the amount evidenced by such invoice to the Owner of Lot 1 within thirty (30) days after its receipt of such invoice.”

2. Miscellaneous. The provisions of this Amendment shall run with the land and bind and inure to the benefit of the respective successors and assigns of Lot 1 Owner and Lot 2 Owner. Except as specifically amended hereby, each and every other term and condition of the Declaration shall remain unchanged and in full force and effect. This Amendment may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[Signature Pages Follow]





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## EXHIBIT A

### Legal Description of Lot 1

LOT 1 IN THE PLAT OF SUBDIVISION OF PARCEL "I" IN HOFFMAN ESTATES, COOK COUNTY, ILLINOIS, RECORDED IN COOK COUNTY, ILLINOIS ON NOVEMBER 17, 1997 AS DOCUMENT NUMBER 97857293, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING IN COOK COUNTY, ILLINOIS.

#### **Property Address:**

2250 West Golf Road  
Schaumburg, IL 60169

**PIN:** 07-07-401-009

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## EXHIBIT B

### Legal Description of Lot 2

LOT 2 IN THE PLAT OF SUBDIVISION OF PARCEL "I" IN HOFFMAN ESTATES, COOK COUNTY, ILLINOIS, RECORDED IN COOK COUNTY, ILLINOIS ON NOVEMBER 17, 1997 AS DOCUMENT NUMBER 97857293, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING IN COOK COUNTY, ILLINOIS.

#### **Property Address:**

2150 West Golf Road  
Schaumburg, IL 60169

**PIN:** 07-07-401-011