

# UNOFFICIAL COPY

15,000 square feet, configured among individual buildings each containing not less than 2,000 square feet nor more than 8,000 square feet nor more than 23' in height;

b. All buildings constructed and maintained on Premises A shall not exceed the total building size of:

a. Any such building shall not exceed one story and twenty-three feet in height;

1. Subject to the prior written approval of Declarant and Wal-Mart Stores, Inc. no building or structure shall be constructed or maintained on Premises A unless such building or structure shall conform to the following covenants and requirements:

NOW, THEREFORE, Declarant for itself, its successors and assigns does hereby agree that Premises A and/or Property shall be subject to and shall be used in conformance with the following covenants and agreements:

WHEREAS, Declarant and Wal-Mart wish to establish easements for ingress and egress between the Premises A and the Property and other matters as described herein, incorporated by reference herein; and

WHEREAS, Declarant desires to establish certain covenants and conditions affecting Premises A and the adjacent property owned by Wal-Mart (the "Property"), said Property more particularly described in Exhibit B, attached hereto and incorporated by reference herein; and

WHEREAS, Declarant is the owner of that property more particularly described in Exhibit A attached hereto and incorporated by reference herein, which property is located in the Village of Streamwood, Cook County, Illinois, (such described property being hereafter referred to as "Premises A").

THIS Declaration of Restrictions and Easements is made and entered into as of the 11th day of May, 1989, by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated August 8, 1986 and known as Trust No. 066756-0-7 in care of FIRST NATIONAL REALTY AND DEVELOPMENT COMPANY, INC., of 415 North LaSalle Street, Suite 700, Chicago, Illinois 60610 (hereinafter referred to as "Declarant") and WAL-MART PROPERTIES, INC., a Delaware corporation, of 702 S.W. Eighth Street, Bentonville, Arkansas 72716, (hereinafter referred to as "Wal-Mart").

DECLARATION OF RESTRICTIONS AND EASEMENTS  
89241332  
STREAMWOOD, ILLINOIS  
Sam's/Wal-Mart Combo

89241332

First American Title Order # 017 8700 2g2all 42



2 3 3 1 4 2 9 2

- f. In developing and using Premises A, the owner(s) of such Premises A shall provide and maintain parking on such Premises A a ratio of ten (10) spaces for every one thousand (1,000) square feet of building space within any building of which a majority of said space is for any restaurant or entertainment use, or six (6) spaces per one thousand (1,000) square feet of building space for any other use.
  - g. Premises A shall be kept neat, orderly, planted in grass and trimmed until improved and constructed.
  - h. Any building, structure, or improvement on Premises A shall be used for retail or service purposes only. No building, structure, or improvement on the Premises A may be used as a theater, night club, bowling alley, health spa, cafeteria, billiard parlor or other place of recreation or amusement, or as a business which derives 50% or more of its gross sales volume serving or selling alcoholic beverages or as a full-time discount department store.
  - i. Buildings or structures, for the purpose of this declaration, shall not be construed to include trash enclosures, remote coolers, temporary storage buildings or similar.
- feet in any single building, all buildings being located within the building areas shown on Exhibit C:
- c. Any rooftop equipment located on the roof of any building constructed on Premises A shall be screened in a manner reasonably acceptable to both parties:
  - d. No rooftop sign shall be erected or maintained with respect to any such building:
  - e. One (1) freestanding identification sign may be erected on each building area shown on Exhibit C. Such signs shall not unreasonably block the visibility of the buildings constructed by Wal-Mart on the property. Notwithstanding the foregoing, there may be erected entrance-exit signs to facilitate the free flow of traffic, which entrance-exit signs shall be of a monument type, not to exceed 3'3" in height, the type and location of such signs to be approved by Declarant. Signs attached to the facade or walls of buildings are not restricted herein.

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2. Declarant, Wal-Mart and the customers, invitees, licensees, tenants and employees of each, shall have a mutual receptacle, nonexclusive and perpetual easement, right and privilege of use for the purpose of ingress and egress over and across the Common Areas of Premises A and the Property described in Exhibits A and B. "Common Area" is hereby defined as all area not occupied by buildings. It is the intent of this easement to provide the property owners, their customers, invitees, licensees, tenants, and employees the unrestricted and nonexclusive right to use all traffic lanes, driveways, and curb cuts to all adjacent public right-of-way from time to time located on the Property or Premises A for the same purposes and to the same extent that such traffic lanes, driveways, and curb cuts are used by the customers, invitees, licensees, and employees of the party owning each tract. No curbing, fencing or other barriers or obstructions shall be erected or permitted on any tracts that will materially interfere with the use of the easements herein provided. Said easements shall be kept open at all times for the free use thereof as intended herein. Further, each party hereto shall cooperate and promptly grant utility easements required by the other party over each parties common areas so long as such easements do not interfere with designated building areas or future building areas and provided that construction of such utility lines shall unreasonably disrupt any other parties access to or from the shopping center. Wal-Mart agrees not to eliminate, reduce, expand, or modify the curb cuts without the consent of Declarant.

3. Any of the foregoing restrictions may be waived, amended, modified, released, or terminated at any time and from time to time by Declarant; provided, that Declarant shall not waive, amend, modify, release or terminate this Agreement without the prior written consent of Wal-Mart Stores, Inc.

4. a. Any party having an interest in Premises A and the Property hereby indemnifies and saves the other parties harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and occurring on or from its own tract, except if caused by the act or negligence of the parties hereto.

b. (1) Any party having an interest in Premises A shall procure and maintain in full force and effect throughout the term of this Agreement general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its property, each party's

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have an interest in Premises A and the Property. and the Property and any person who may from time to time own, lease, or otherwise restrictive covenants running with the land and shall be binding upon Premises A 7. The agreements, restrictions, and covenants herein made shall be deemed

the Property and any successor in title who may become the owner of the Property. in title who may become the owner of Premises A. Wal-Mart shall mean the owner of references herein to "Declarant" shall mean the Declarant herein and any successor Property for the benefit of the Premises A and the Property. Accordingly, all 6. The foregoing restrictions and agreements are imposed on Premises A and the

evidencing the fact that such insurance has been obtained. hereto shall provide to the other parties hereto certificates insureds as their respective interest may appear, and any party (11) Policies of insurance shall name Wal-Mart and Declarant as parties identified in (i) above may self-insure.

replacement value of the insured improvements excepting the properties are located, with such insurance to be for the full time to time in the state in which the parties' respective the broad form of Uniform Extended Coverage Clause in effect from fire and other perils and events as may be insured against under keep improvements on the property insured against loss or damage by (11) At all times during the term of this Agreement, all parties shall

days' prior written notice to the parties hereto. provide that the same may not be cancelled without thirty (30) the property covered by this Agreement. Such insurance shall carried by the party which may cover other property in addition to additional premises endorsement on any master policy of insurance that such insurance is in force. Such insurance may be written by such insurance from time to time upon written request to evidence Each party shall provide the parties hereto with certificates of to Shopping Center Owners for center of over 250,000 square feet. its properties pursuant to a national insurance program acceptable or a nationally established or publicly traded company insuring unless such party has a net worth of not less than \$10,000,000.00, to the limit of not less than \$1,000,000.00 for property damage limit of not less than \$1,000,000.00 for any one occurrence, and \$1,000,000.00 for injury or death of a single person, and to the insurance to afford protection to the limit of not less than

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

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Property of Cook County Clerk's Office

PROPERTY OF COOK COUNTY CLERK'S OFFICE



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Bot 198-J-LHAE

Handwritten initials/signature

DEPT-01 RECORDING \$25.00  
T#2222 TRAM 6470 05/26/89 14142100  
44846 # B # - 89 - 241332  
COOK COUNTY RECORDER  
P.I.N.: 06-25-201-006  
06-25-201-007

89241332

89241332

Property of Cook County, IL  
Commonly known as: Rambleswood and Barrington Roads  
Streamwood, IL.

Pat Peery  
Wal-Mart Properties  
701 SO. Walton Blvd. Hwy. 71  
Bentonville, AR 72716

This instrument was prepared by:

Curtis H. Harlow  
Vice President of Real Estate

Handwritten signature of Curtis H. Harlow

WAL-MART PROPERTIES, INC.

WAL-MART:

By: [Handwritten signature]  
Its: [Handwritten initials]

DECLARANT:  
American National Bank and Trust Company  
of Chicago, as Trustee under Trust Agreement  
dated August 8, 1986 and known as Trust No.  
066756-0-1

DECLARANT:

Handwritten signature of Assistant Secretary

Assistant Secretary

ATTEST:

This instrument is executed by the undersigned Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements hereon made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall in any way be asserted or imputed against the Trustee on account of any warranty, indemnity, representation, covenant, and/or agreement of the Trustee in this instrument.

Handwritten signature of Secretary

Secretary

ATTEST:

8. This Declaration is made in and shall be construed pursuant to the laws of the State of Illinois.  
IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the day and year above set forth.

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80011008

*[Handwritten signature]*

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00-22-301-001  
00-22-301-002

Property of Cook County Clerk's Office

*[Handwritten signature]*

WLESA

*[Handwritten signature]*

WLESA

APR 19 1998

APR 19 1998

APR 19 1998

APR 19 1998

APR 19 1998

00-22-301-001

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal of office this 19th day of April, 1998.

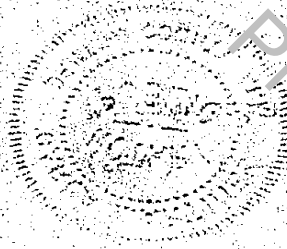
00-22-301-002

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal of office this 19th day of April, 1998.



# UNOFFICIAL COPY

10/11/2013



Property of Cook County Clerk's Office

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at Chicago, Illinois, this 1st day of January, 2013.

COOK COUNTY CLERK

THE CLERK OF SAID COUNTY HAS HEREBY RECEIVED AND FILED THE ABOVE AND FOREGOING INSTRUMENT AND THE SAME IS HEREBY REFERRED TO THE OFFICE OF THE CLERK OF SAID COUNTY FOR RECORDING AND INDEXING.

COMMISSIONER

STATE OF ILLINOIS

COOK COUNTY, ILLINOIS

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at Chicago, Illinois, this 1st day of January, 2013.

(SEAL)

COOK COUNTY CLERK

THE CLERK OF SAID COUNTY HAS HEREBY RECEIVED AND FILED THE ABOVE AND FOREGOING INSTRUMENT AND THE SAME IS HEREBY REFERRED TO THE OFFICE OF THE CLERK OF SAID COUNTY FOR RECORDING AND INDEXING.

COMMISSIONER

STATE OF ILLINOIS

COOK COUNTY, ILLINOIS

89241332

My Commission Expires Apr. 13, 1995

My commission expires April 26, 1996.

(SEAL)

Notary Public

Be it remembered that on this 11th day of September, 1988, before me, a notary public in and for the county and state aforesaid, came CURTIS H. BARLOW, VICE PRESIDENT of WAL-MART PROPERTIES, INC., a Delaware corporation, who is personally known to me to be the person who executed as such officer the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year last above written.

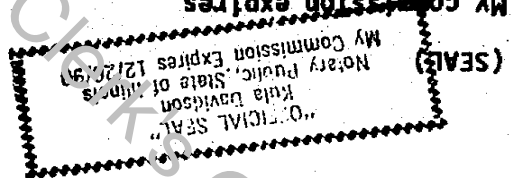
COUNTY OF BENTON

5

STATE OF ARKANSAS

C O R P O R A T E    A C K N O W L E D G M E N T

My commission expires \_\_\_\_\_, 19\_\_.



(SEAL)

Notary Public

In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year last above written.

American National Bank and Trust Company of Chicago, Corporation, who personally known to me to be the person who executed as such officer the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_ before me a notary public in and for the county and state aforesaid, came J. MICHAEL WHELAN, VICE PRESIDENT and CLARE ROBERT RELEY, ASSISTANT SECRETARY

MAY 10 1989

COUNTY OF

5

STATE OF

C O R P O R A T E    A C K N O W L E D G M E N T

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COPIES

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE



NOTARY PUBLIC  
IN ILLINOIS

THE STATE OF ILLINOIS, COUNTY OF COOK, BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

COOKIA DE BEAISON  
DAVID DE BEAISON

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

(SEAL)

NOTARY PUBLIC  
IN ILLINOIS

THE STATE OF ILLINOIS, COUNTY OF COOK, BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

PERSONAL COPY OF NOTARY PUBLIC RECORDS OF THE COUNTY OF COOK, ILLINOIS, FOR THE YEAR 1900.

COOKIA DE  
DAVID DE

COOK COUNTY CLERK'S OFFICE

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3 9 2 4 1 3 3 2

INITIAL

PREMISES A

89241332

Property of County of Stanislaus

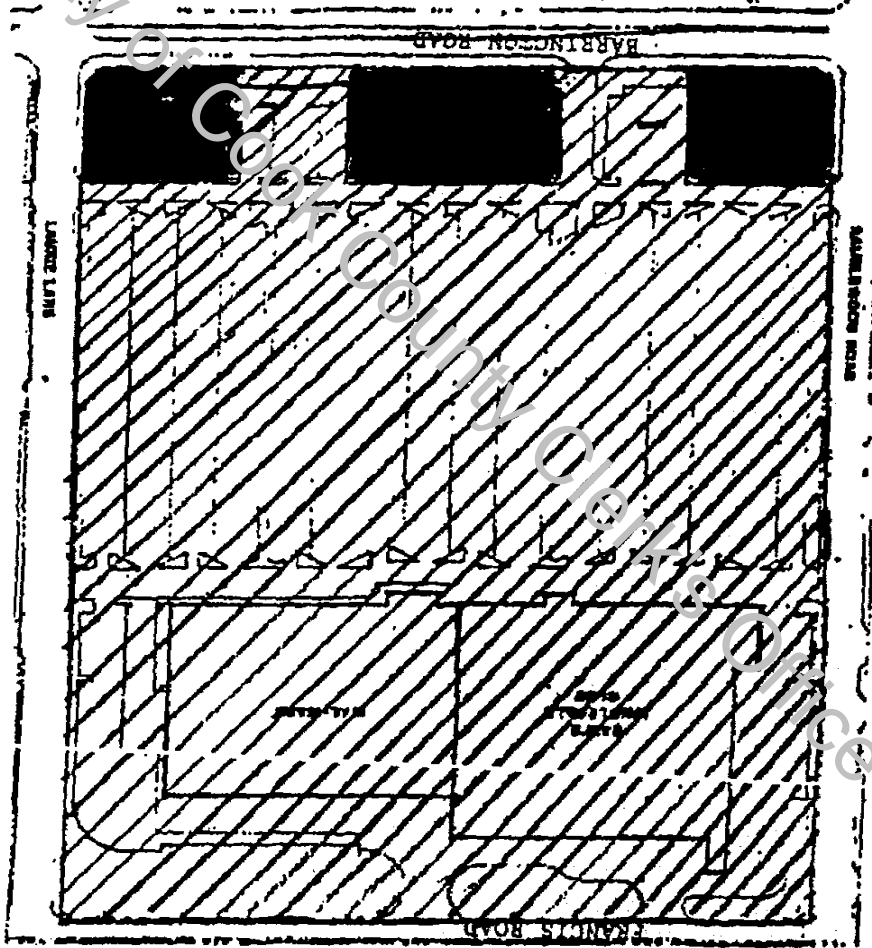
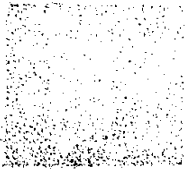


EXHIBIT A - PAGE ONE

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COOK COUNTY CLERK



Property of Cook County Clerk's Office

COOK COUNTY CLERK



INITIAL  
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89241332

Part of the East Half (1/2) of the Northeast Quarter (NE 1/4) of Section 25, Township 41 North, Range 9 East of the 3rd Principal Meridian, bounded and described as follows:

Commencing at the northeast corner of said Northeast Quarter;

Thence South, (Assumed Bearing) along the east line of said Northeast Quarter (NE 1/4), Four Hundred Sixty-Two and Fifteen One-Hundredths (462.15) feet;

Thence West, Fifty (50.00) feet;

Thence South, parallel with said east line, Four Hundred One and Twenty-Eight One-Hundredths (412.8) feet to the point of beginning of the hereinafter described tract of land;

Thence West, One Hundred Sixty-Three and Eighty-Six One-Hundredths (163.86) feet;

Thence South, parallel with said east line, One Hundred Seventy-Five (175.00) feet;

Thence South 45°00'00" East, Thirty-Five and Thirty-Six One-Hundredths (35.36) feet;

Thence East, One Hundred Thirteen and Eighty-Six One-Hundredths (113.86) feet to a point Seventy-Five (75.00) feet West of the said east line of the Northwest Quarter (NW 1/4);

Thence North 45°00'00" East, Thirty-Five and Thirty-Six One-Hundredths (35.36) feet to a point Fifty (50.00) feet West of said east line;

Thence North, parallel with said east line One Hundred Seventy-Five (175.00) feet to the point of beginning.

Containing 0.74 acres, more or less. Situated in Cook County, Illinois.



INITIAL  
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Part of the East Half (1/2) of the Northeast Quarter (NE 1/4) of Section 25, Township 41 North, Range 9 East of the 3rd Principal Meridian, bounded and described as follows:

Commencing at the northeast corner of said Northeast Quarter; Thence South (Assumed Bearing) along the east line of said Northeast Quarter, One Thousand Four Hundred Eighty and Sixty-Five (1408.65) feet to the easterly extension of the north line of Ranblewood Drive; Thence West, along said easterly extension and north line, Fifty (50.00) feet; Thence North, parallel with said east line of the Northeast Quarter (NE 1/4), Thirty-Eight and Fifty-One (38.58) feet to the point of beginning of the hereinafter described tract of land;

Thence continuing north, parallel with said east line, One Hundred Forty-Five and Seventy-Eight (145.78) feet; Thence West, One Hundred Sixty-three and Eighty-Six (163.86) feet; Thence South, parallel with said east line, One Hundred Fifty-Five and Seventy-Eight (155.78) feet; Thence South 45°00'00" East, Thirty-Five and Thirty-Six (35.36) feet; Thence East, One Hundred Three and Eighty-Six (103.86) feet to a point Eighty-Five (85.00) feet West of the said east line of the Northeast Quarter (NE 1/4); Thence North 45°00'00" East, Forty-Nine and Fifty-One (49.50) feet to the point of beginning.

Containing 0.66 acres, more or less, All situated in Cook County, Illinois.



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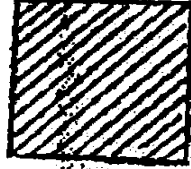
AND  
 Part of the East Half (1/2) of the Northeast Quarter (NE 1/4) of  
 Section 25, Township 41 North, Range 9 East of the 3rd Principal  
 Meridian, bounded and described as follows:  
 Commencing at the northeast corner of said Northeast Quarter;  
 Thence South, (Assumed Bearing) along the east line of said  
 Northeast Quarter (NE 1/4), Four Hundred Sixty-Two and Fifteen  
 One-Hundredths (162.15) feet;  
 Thence West, Fifty (50.00) feet;  
 Thence South, parallel with said east line, Thirty-Eight and  
 Fifty-Eight One-Hundredths (38.58) feet to the point of beginning  
 of the hereinafter described tract of land;  
 Thence North 45°00'00" West, Forty-Nine and Fifty One-Hundredths  
 (49.50) feet;  
 Thence West, One Hundred Three and Eighty-Six One-Hundredths  
 (103.66) feet;  
 Thence South, 45°00'00" West, Thirty-Five and Thirty-Six One-  
 Hundredths (35.36) feet;  
 Thence South, parallel with the east line of said Northeast  
 Quarter (NE 1/4), Two Hundred Twelve and Seventy One-Hundredths  
 (212.70) feet;  
 Thence East, One Hundred Sixty-Three and Eighty-Six One-  
 Hundredths (163.86) feet to a point Fifty (50.00) feet west of  
 the said east line of the Northwest Quarter (NW 1/4);  
 Thence North, parallel with said east line, Two Hundred Two and  
 Seventy One-Hundredths (202.70) feet to the point of beginning.  
 Containing 0.87 acres, more or less. Situated in Cook County,  
 Illinois.



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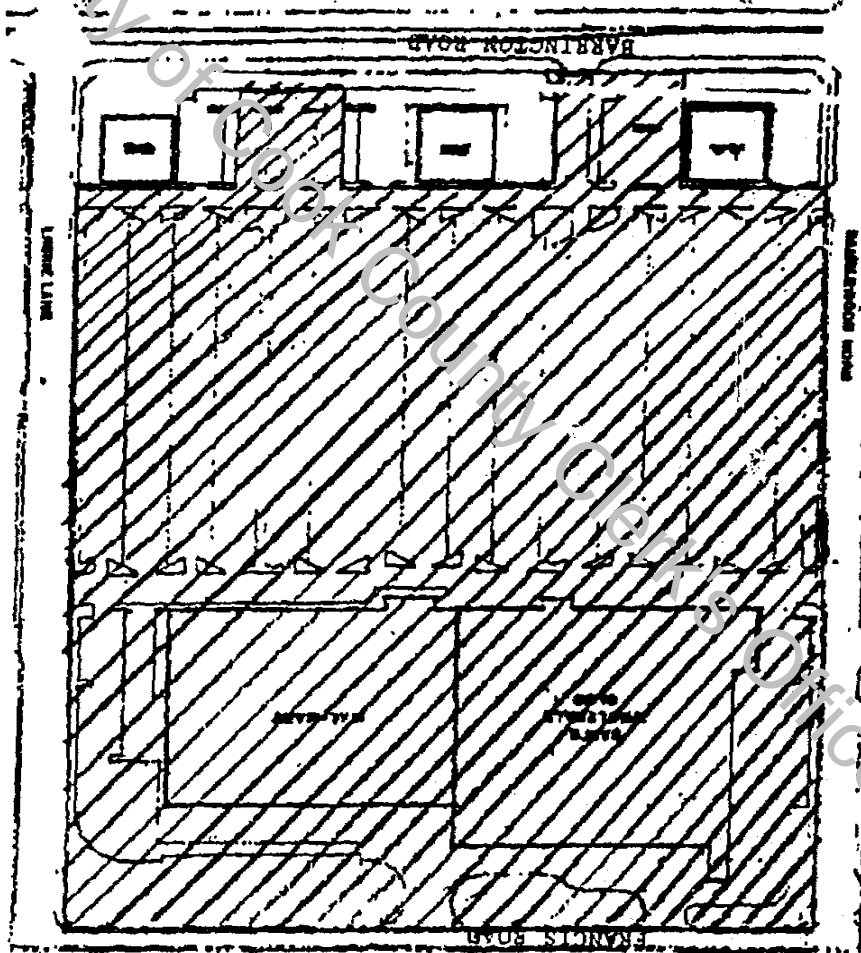
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- THE PROPERTY

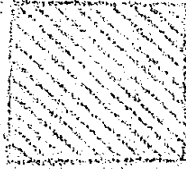
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THE SUPPLEMENT

Property of Cook County Clerk's Office

POSITIONS



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INITIAL

89241332

Property of County of

Part of the East Half (1/2) of the Northeast Quarter (NE 1/4) of Section 25, Township 41 North, Range 9 East of the 3rd Principal Meridian, bounded and described as follows:

Commencing at the northeast corner of said Northeast Quarter;

Thence South, (Assumed Bearing) along the east line of said Northeast Quarter, One Thousand Four Hundred Eight and Sixty-Five One-Hundredths (1408.65) feet to the easterly extension of the north line of Ranglewood Drive;

Thence West, along said easterly extension and north line, One Hundred Eighty-Eight and Eighty-Six One-Hundredths (188.86) feet;

Thence North, parallel with said east line of the Northeast Quarter (NE 1/4), Three and Fifty-Eight One-Hundredths (3.58) feet to the point of beginning of the hereinafter described tract of land;

Thence West, along said north line, One Thousand Fifty-One and Fifty-Three One-Hundredths (1051.53) feet to a point Sixty-Eight (68.00) feet East of the west line of said East Half (1/2) of the Northeast Quarter (NE 1/4);

Thence North 45°03'33" West, Forty-Nine and Fifty-Five One-Hundredths (49.55) feet to a point Thirty-Three (33.00) feet East of said west line;

Thence North 50°07'24" West, 200.117 feet with said west line, Eight Hundred Sixty-Nine and Thirty-Four One-Hundredths (869.34) feet;

Thence North 44°56'23" East, Forty-Nine and Forty-Five One-Hundredths (49.45) feet;

Thence East, One Thousand Fifty-Three and Fifty-One One-Hundredths (1053.51) feet to a point One Hundred Eighty-Eight and Eighty-Six One-Hundredths (188.86) feet West of the east line of said Northeast Quarter (NE 1/4);

Thence South, 45°00'00" West, Thirty-Five and Thirty-Six One-Hundredths (35.36) feet;

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EXHIBIT

EXHIBIT

Property of Cook County Clerk's Office

EXHIBIT A

EXHIBIT B

EXHIBIT C

EXHIBIT D

EXHIBIT E

EXHIBIT F

EXHIBIT G

EXHIBIT H

EXHIBIT I

EXHIBIT J

EXHIBIT K

EXHIBIT L

EXHIBIT M

EXHIBIT N

EXHIBIT O

EXHIBIT P

EXHIBIT Q

EXHIBIT R

EXHIBIT S

EXHIBIT T

EXHIBIT U

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EXHIBIT W

EXHIBIT X

EXHIBIT Y

EXHIBIT Z

INITIAL

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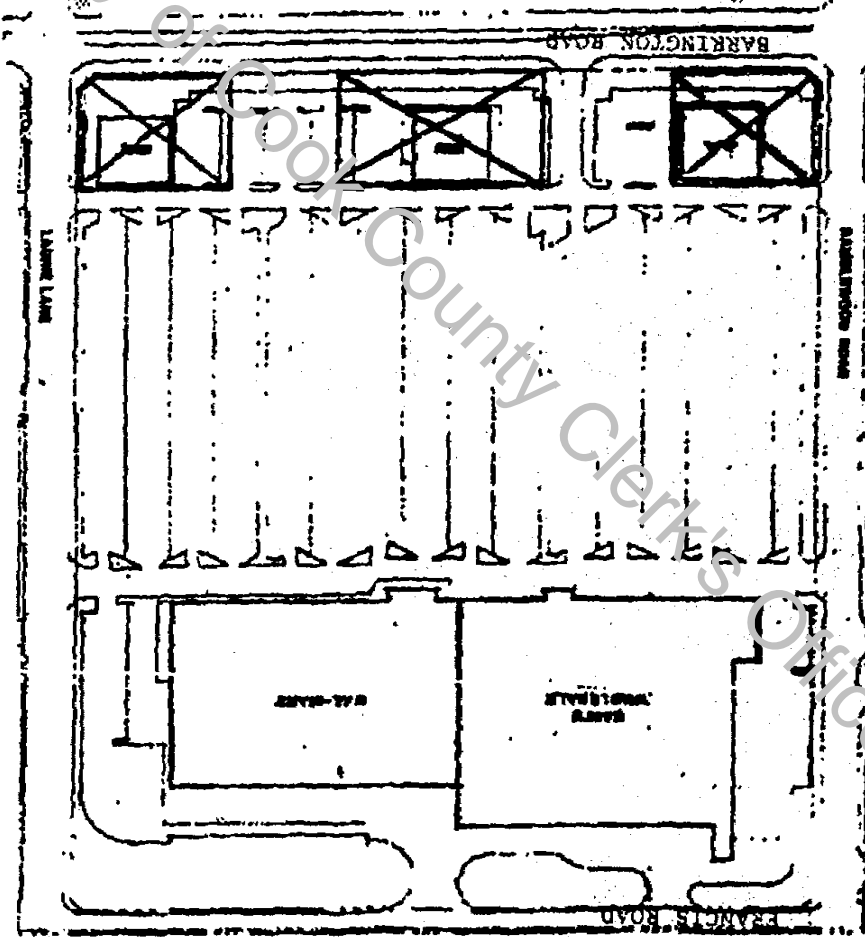
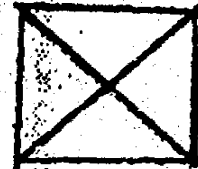
Illinois.  
 Containing 24.12 acres, more or less. Situated in Cook County.  
 Thence south, 45°00'00" East, Thirty-Five and Thirty-Six One-  
 Hundreds (35.36) feet to the point of beginning.  
 Thence South, parallel with said east line, One Hundred Sixty-  
 Five and Seventy-Eight One-hundredths (155.78) feet;  
 Thence West, One Hundred Sixty-Three and Eighty-Six One-  
 Hundreds (163.86) feet;  
 Thence South, parallel with said east line, One Hundred Eighty-  
 Five and Eighty-Six One-hundredths (185.86) feet;  
 Thence West, One Hundred Sixty-Three and Eighty-Six One-  
 Hundreds (163.86) feet to a point fifty (50.00) feet west of  
 said east line;  
 Thence North 45°00'00" East, Thirty-Five and Thirty-Six One-  
 Hundreds (35.36) feet to a point fifty (50.00) feet west of  
 said east line of the Northwest Quarter (NW 1/4);  
 Thence East, One Hundred Thirteen and Eighty-Six One-hundredths  
 (113.86) feet to a point Seventy-Five (75.00) feet west of the  
 said east line of the Northwest Quarter (NW 1/4);  
 Thence South, 45°00'00" East, Thirty-Five and Thirty-Six One-  
 Hundreds (35.36) feet;  
 Thence South, parallel with said east line, One Hundred Seventy-  
 Five (175.00) feet;  
 Thence West, One Hundred Sixty-Three and Eighty-Six One-  
 Hundreds (163.86) feet;  
 Thence South, parallel with said east line, One Hundred Sixty  
 (160.00) feet;  
 Thence East, One Hundred Sixty-Three and Eighty-Six One  
 Hundreds (163.86) feet to a point fifty (50.00) feet west of  
 the said east line of the Northwest Quarter (NW 1/4);  
 Thence South, parallel with the east line of said Northeast  
 Quarter (NE 1/4), Two Hundred Twelve and Seventy One-hundredths  
 (212.70) feet;



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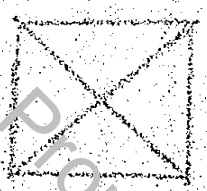
- BUILDING AREA



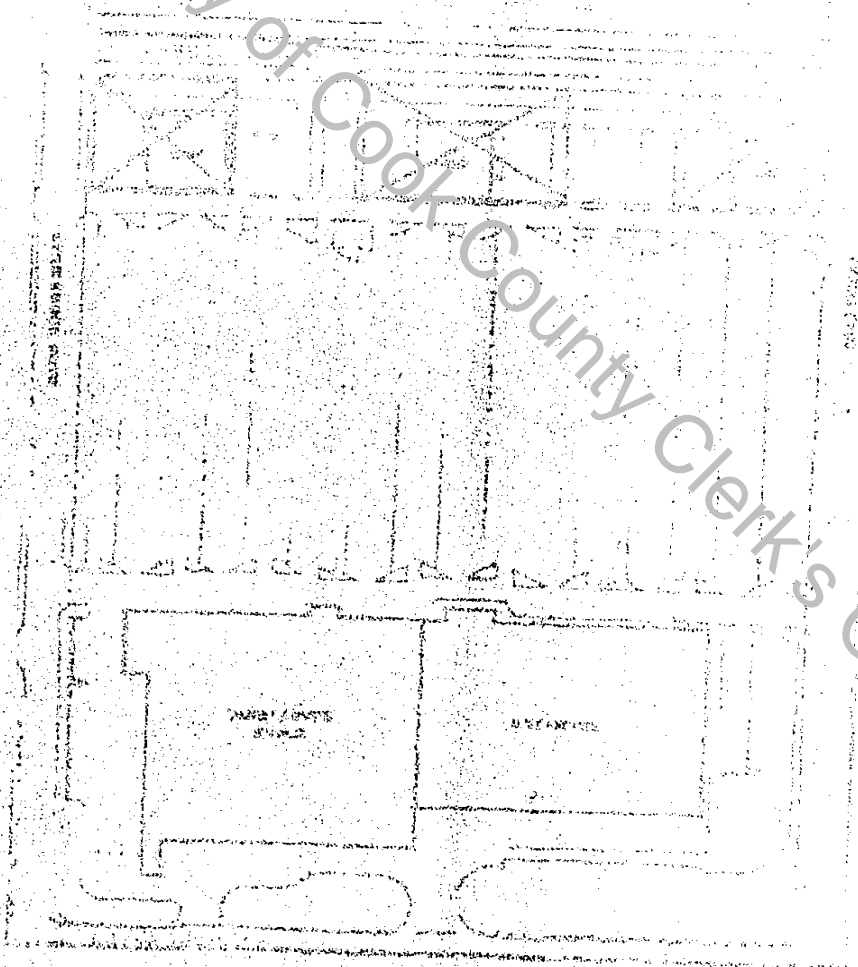
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ENR 12

SECTION



REGISTERED



Property of Cook County Clerk's Office