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PREPARED BY AND WHEN RECORDED RETURN TO:

PROPERTY ADDRESS: ArborLake Centre, Southeast Quadrant of Lake-Cook Road and I-94, Deerfield, Illinois

Robert H. Goldman, Esq. Rudnlek & Wolfe 203 N. LaSalle Street Suite 1800 Chicago, Illinois 60601

PERMANENT INDEX NO: 04-05-100-011

FIRST SUPPLEMENT TO AMENDED AND RESTATED DECLARATION AND GRANT OF RECIPROCAL RIGHTS

THIS FIRST SUPPLEMENT TO AMENDED AND RESTATED DECLARATION AND GRANT OF RECIPROCAL RIGHTS (this "Agreement") is made and entered into as of this 31st day of March, 1992 (the "Effective Date"), by and among (i) NBD TRUST COMPANY OF ILLINOIS, as Trustee under Trust Agreement dated September 12, 1991 and known as Trust No. 1223-CH ("Phase III Owner"); (ii) STATE OF ILLINOIS, acting by the Department of Central Management Services, for the benefit of the Illinois Student Assistance Commission ("State"); (iii) AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated January 1, 1985 and known as Trust No. 63290 ("Phase II Trust"); and (iv) LAKE-COOK/TOLLWAY FUTURE PHASE ASSOCIATES, an Illinois limited partnership and the sole beneficiary of Phase II Trust ("Developer"; Phase II Trust and Developer collectively are referred to herein as "Phase II Owner") on the basis of the following Recitals:

RECITALS

A. Phase III Owner is the owner of a certain parcel in the Village of Deerfield, Cook County, Illinois which consists of approximately 6.399 acres of land and which is legally described on Exhibit A attached hereto and made a part hereof ("Phase III"). Phase III Owner acquired title to Phase III pursuant to a certain Acquisition Agreement dated July 31, 1991 (the "Contract") wherein The Alter Group, Ltd., an Illinois corporation, was the "Buyer", and American National Bank & Trust Company of Chicago, as Trustee under Trust Agreement dated January 1, 1985 and known as Trust No. 63291, and Developer, collectively were the "Seller".

B. Phase III comprises one phase (the third phase) of the four phase subdivision which is commonly known as ArborLake Centre, Deerfield, Illinois (the "Centre"). The first phase of the Centre ("Phase I"), which is legally described on Exhibit B attached hereto and made a part hereof, is improved with an approximately 199,000 square foot office building (the "Phase I Building") and approximately 815 parking spaces (the "Phase I Parking Spaces"). The second phase of the Centre ("Phase II"), which is legally described on Exhibit C attached hereto and made a part hereof, presently is unimproved. Phase II Owner is the owner of Phase II. The fourth phase of the Centre ("Phase IV"), which is legally described

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on Exhibit D attached hereto and made a part hereof, is improved with an approximately 242-room hotel building and appurtenant parking facilities.

C. The Centre and the use and development thereof is subject to certain easements and restrictions which, among other things, govern the construction and use of parking facilities in the Centre, including, without limitation, the easements and restrictions contained in that certain Amended and Restated Declaration and Grant of Reciprocal Rights dated April 18, 1988 and recorded among the Cook County, Illinois land records on April 18, 1988 as Document No. 88160149, as heretofore or hereafter amended, restated and/or replaced from time to time (the "Easement Agreement"). This Agreement is intended to supplement the provisions of the Easement Agreement which relate to the use and development of improvements and parking facilities on Phase II and Phase III.

D. The Centre is also subject to: (a) a certain Annexation Agreement dated July 2, 1984, by and among (i) the Village of Deerfield, Illinois, a municipal corporation ("Village"), (ii) Lake-Cook/Tollway Associates, an Illinois limited partnership, (iii) Harris Trust and Savings Bank, as Trustee under Trust Agreement dated August 22, 1980 known as Trust No. 40599, (iv) Harris Trust and Savings Bank, as Trustee under Trust Agreement dated October 12, 1983, known as Trust No. 42460, (v) Carl G. Schmidt, as Trustee of the Carl G. Schmidt Trust under Trust Agreement dated October 12, 1983, known as Trust No. 42460 and (vi) Carl G. Schmidt, as Trustee of the Carl G. Schmidt Trust under Trust Agreement dated January 4, 1972 (the "Annexation Agreement"), and (b) certain zoning ordinances of the Village, including Special Use-Industrial Planned Unit Development Ordinance No. 0-84-57 recorded January 10, 1985 as Document No. 27402485, as amended by Ordinance No. 0-92-01 adopted January 6, 1992 (the "PUD Ordinance").

E. Phase III Owner has entered into an agreement with the State pursuant to which (i) Phase III Owner will improve Phase III with an approximately 124,000 square foot office building (the "Phase III Building") and approximately 514 uncovered, paved, surface-level parking spaces (the "Phase III Parking Spaces"), all in accordance with local zoning ordinances and approvals of the Village, and (ii) the State will purchase Phase III, including the improvements to be constructed thereon, from Phase III Owner. The State's use of Phase III may require parking facilities in excess of the Phase I Parking Spaces and the Phase III Parking Spaces.

F. Phase III Owner, the State, and Phase II Owner now desire to create certain reciprocal rights, easements, obligations and restrictions with respect to the ownership and operation of Phase II and Phase III respectively, pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE, IN CONSIDERATION** of the Recitals set forth above, the mutual covenants and promises of the parties herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are incorporated herein and shall be considered terms and provisions of this Agreement, the same as if fully set forth in this Paragraph 1.

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2. General Declaration. Phase II Owner and Phase III Owner hereby declare that Phase II and Phase III are and shall be held, hypothecated, encumbered, leased, occupied, built on or otherwise used, or improved, in whole or in part, subject to this Agreement. Except as hereinafter set forth, the easements, covenants, conditions and restrictions contained in this Agreement shall run with Phase II and Phase III for all purposes and shall be binding upon Phase II, Phase II Owner, Phase III and Phase III Owner, and all owners and occupants of any portion of Phase II and Phase III, and their successors in interest, subject to the terms hereof.

3. Development of Phase III.

(a) Subject to Paragraph 3(b), the Phase III Building and the Phase III Parking Spaces shall be constructed by Phase III Owner in accordance with all applicable recorded restrictions, including, without limitation, the Easement Agreement and this Agreement, and in accordance with all applicable governmental laws, statutes, rules, regulations, directives, codes and ordinances, including, without limitation, the Annexation Agreement and the PUD Ordinance.

(b) Prior to development of Phase II by the Phase II Owner, or its successors, grantees and assigns, Phase III Owner and the State covenant and agree not to apply for or consent to any rezoning of Phase III or any amendment or modification of the PUD Ordinance, the Annexation Agreement or any plans heretofore submitted to the Village (including, without limitation, site plans and building plans), or to undertake further development of Phase III whether or not pursuant to the foregoing, which would have the effect of increasing the square footage of the improvements constructed or proposed to be constructed on Phase III by more than 40,000 square feet, without the prior written consent of Developer. Phase III Owner and the State shall notify Phase II Owner and Developer of any requests to rezone Phase III or amend the PUD Ordinance or the Annexation Agreement or of any actions taken, whether or not pursuant to the foregoing, to materially modify the improvements constructed or proposed to be constructed on Phase III. Notwithstanding the provisions of Paragraph 7(a) below, the provisions of this Paragraph 3(b) shall survive as a covenant running with the land that is Phase III until the first to occur of (i) the date of issuance of a building permit for buildings to be constructed on Phase II, or (ii) five (5) years after the satisfaction by Phase II Owner of its construction and payment obligations with respect to the first determination of a Parking Deficiency (defined below).

4. Determination of Parking Deficiency.

(a) Prior to Development of Phase II.

If at any time after the development of Phase III as contemplated in Paragraph 3 above (exclusive of any expansion of the improvements thereon pursuant to Paragraph 3(b) above) and prior to the issuance of a building

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permit for Improvements to be constructed on Phase II, a Parking Deficiency (as defined below) shall be determined to exist, then the Phase II Owner shall construct or cause to be constructed additional parking facilities at the Centre in accordance with Paragraph 5 below to satisfy the Parking Deficiency.

(i) For purposes of this Paragraph 4(a), a "Parking Deficiency" shall be deemed to exist when and in the amount by which the arithmetic difference between

(x) the sum of the Phase I Parking Spaces, plus the Phase III Parking Spaces (but not less than 514), plus the number of parking spaces then existing or under construction on Phase II, and

(y) the number of parking spaces used by the owners and occupants of the Phase I Building as determined by a parking analysis study conducted by the Consultant (defined below)

is less than the Required Parking (defined below).

(ii) At any time or from time to time, but not more frequently than once in any calendar year, in the event that the State reasonably believes that a Parking Deficiency exists, the State may deliver a notice to that effect to Phase II Owner (the "Notice of Deficiency").

(iii) For a period of thirty (30) days after Phase II Owner's receipt of a Notice of Deficiency from the State, the State and Phase II Owner shall use all reasonable good faith efforts to agree mutually on the extent of the Parking Deficiency, if any. If the State and Phase II Owner fail to agree on the extent of the Parking Deficiency, if any, within such thirty (30) day period, a Consultant shall be selected and the Parking Deficiency shall be determined by the Consultant in the manner specified in subparagraph 4(a)(iv) below, which determination shall be final and binding upon the parties for the purposes of this Agreement.

(iv) Within ten (10) days after the expiration of the thirty (30) day period noted in subparagraph 4(a)(iii), Developer shall notify the State and Phase III Owner of a traffic consultant selected by Developer to conduct the parking analysis study under clause (i)(y) above. The traffic consultant selected by Developer as aforesaid shall be the "Consultant" hereunder unless, within ten (10) days after notice thereof from Developer, the State or Phase III Owner notifies Developer of its disapproval of the consultant selected by Developer and specifies its reasons for such disapproval and proposes an alternate consultant for the purposes hereunder; provided, however, that neither the State nor Phase III Owner shall unreasonably disapprove of the consultant selected by Developer and, in any event, the sole basis for disapproval shall be the objective qualifications of the consultant selected by

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Developer. If Phase III Owner or the State reasonably disapproves the consultant selected by Developer, the proposed alternate consultant shall be the "Consultant" hereunder unless, within ten (10) days after receipt of the notice of disapproval from Phase III Owner or the State, Developer notifies Phase III Owner and the State of its disapproval of the proposed alternate consultant, in which event the "Consultant" shall be Barton-Aschman Associates, Inc. of Evanston, Illinois (or any firm which succeeds to fifty percent or more of the assets of Barton-Aschman Associates, Inc.). The parties agree that Barton-Aschman Associates, Inc. is an acceptable "Consultant" for the purposes of this Agreement. The parking analysis study shall be conducted by the Consultant within thirty (30) days after the selection of the Consultant. Developer and the State shall make available to the Consultant all occupancy and employment information in their possession and shall assist Consultant in its determinations hereunder. The number of parking spaces used shall be deemed to be the average, over a five-day work week, of the peak hourly usage within each day, as observed by the Consultant. The fees and expenses of the Consultant under this Paragraph 4(a) shall be paid: (x) by Developer, if a Parking Deficiency is determined to exist by the Consultant, or (y) by the State, if a Parking Deficiency is determined not to exist by the Consultant.

(b) Upon Development of Phase II.

Phase II Owner covenants and agrees not to apply for a building permit for improvements to be constructed on Phase II prior to the termination of this Agreement without first complying with the procedure for determining a Parking Deficiency outlined in this Paragraph 4(b).

(i) Prior to applying for a building permit for improvements to be constructed on Phase II, Phase II Owner shall deliver plans therefor and identify the proposed use or use thereof to the State and Phase III Owner, together with parking plans for Phase II and such other information as reasonably may be required to form the basis for the estimate of the average daily parking requirements of the owners and occupants of the building(s) proposed to be constructed on Phase II. If and to the extent that a Parking Deficiency is determined to exist under this Paragraph 4(b), Phase II Owner covenants and agrees either to revise the plans for the building(s) to be constructed on Phase II so that adequate parking is provided, and/or to construct or cause to be constructed additional parking facilities at the Centre to satisfy the Parking Deficiency.

(ii) For purposes of this Paragraph 4(b), a "Parking Deficiency" shall be deemed to exist when and in the amount by which the arithmetic difference between

(x) the sum of the Phase I Parking Spaces, plus the Phase III Parking Spaces (but not less than 514) plus the number of parking spaces proposed to be developed on Phase II in

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accordance with the plans delivered to Alter and the State (which spaces the Phase II Owner shall be obligated to develop), and

(y) the number of parking spaces used by the owners and occupants of the Phase I Building as determined by a parking analysis study conducted by the Consultant, plus the Consultant's estimate of the parking spaces which will be required by the owners and occupants of the building(s) to be constructed on Phase II, pursuant to the plans delivered under subparagraph 4(b)(i).

is less than the Required Parking (defined below).

(iii) For a period of thirty (30) days following the delivery of plans for improvements to be constructed on Phase II, Phase II Owner and the State shall use all reasonable good faith efforts to agree mutually on the extent of the Parking Deficiency, if any, which will exist by reason of the improvements to be constructed on Phase II. If Phase II Owner and the State fail to agree on the extent of such Parking Deficiency, if any, within such thirty (30) day period, a Consultant shall be chosen and the Parking Deficiency shall be determined by the Consultant in the manner specified in subparagraph 4(a)(iv) above, which determination shall be final and binding upon the parties for the purposes of this Agreement. The fees and expenses of the Consultant under this Paragraph 4(b) shall be paid by Phase II Owner.

(c) Except as set forth below, the "Required Parking" shall be seven hundred fifty (750) parking spaces. After the sale of all or any portion of Phase III to any entity or entities other than the State, or in the event of the use of all or a substantial portion of Phase III by an entity or entities other than the State, the "Required Parking" shall be the lesser of: (i) seven hundred fifty (750) parking spaces, and (ii) the number of parking spaces used by the Phase III Owner, the State or such entity or entities on an average daily basis immediately prior to such sale or change in use, as determined by the Consultant selected by Phase II Owner, which determination shall be final and binding on the parties.

## 5. Construction of Additional Parking.

(a) In the event that Phase II Owner is required to construct or cause to be constructed additional parking facilities pursuant to Paragraph 4(a), it shall commence such construction within one hundred eighty (180) days after the determination of a Parking Deficiency and thereafter diligently prosecute the same to completion. In the event a Parking Deficiency is determined to exist under Paragraph 4(b) and such deficiency is not satisfied by revising the plans for the building(s) to be constructed on Phase II, Phase II Owner shall cause the construction of the additional parking facilities to be commenced so that such facilities reasonably can be expected to be

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completed prior to the completion and occupancy of the building(s) on Phase II and thereafter shall diligently prosecute the same to completion.

(b) The additional parking facilities to be constructed by or on behalf of Phase II Owner pursuant to this Agreement may be constructed on such portion of Phase II comprising approximately two (2) acres depicted on Exhibit E attached hereto and made a part hereof ("Reserved Parcel"), Phase I (subject to the approval of the owner of Phase I) and/or Phase III (subject to the prior written approval of Phase III Owner). Phase III Owner shall not unreasonably withhold, delay or condition its approval of the location of additional parking facilities on Phase III, provided that Phase III Owner may condition its approval upon satisfactory review and further approval of the plans and specifications for such facilities. Notwithstanding the foregoing, in the event that the Phase III Owner shall construct additional parking on Phase III, said additional parking shall be included in the calculation of whether a "Parking Deficiency" exists pursuant to Paragraph 4(a)(i)(x) and 4(b)(ii)(x) hereof. Upon the recordation of an appropriate memorandum by Developer against the Reserved Parcel setting forth the terms of this Paragraph 5, the remaining portions of Phase II (i.e., Phase II except the Reserved Parcel) shall be deemed released from the provisions of this Agreement forever, automatically and without further action of the parties.

(c) In the event that the additional parking facilities or any portion thereof are to be constructed on Phase III:

(i) Phase II Owner shall indemnify and hold harmless Phase III Owner and the State from and against any and all liability for injury or damage to persons or property and any and all claims for lien arising out of or in connection with such construction;

(ii) Phase II Owner and its contractors, agents and employees shall have an easement and right of access over and across Phase III for the purposes of such construction;

(iii) Phase II Owner shall not be liable for any temporary interference with the use and operation of the Phase III Building and the Phase III Parking Spaces, provided that Phase II Owner shall employ prudent construction and staging techniques to minimize unreasonably interference with same; and

(iv) during the term of construction, Phase II Owner shall obtain and maintain at its sole cost and expense insurance policies with respect to its construction activities, in such amounts and with such coverages and other terms as would be maintained by reasonably prudent developers of similar facilities, and the insurance policies so maintained shall name Phase III Owner and the State as additional insureds.

(d) The additional parking facilities to be constructed pursuant to this Agreement may be covered or uncovered, surface level or in parking decks,

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or any combination of the foregoing, provided that the same are paved and constructed in accordance with all applicable governmental laws, statutes, rules, regulations, ordinances and codes, including the zoning ordinances and building codes of the Village. If additional parking facilities are constructed pursuant to this Agreement, such facilities may be incorporated into or be a part of other improvements constructed in the Centre.

(c) Phase II Owner shall bear all costs and expenses arising from, or in connection with, the initial construction of any parking facilities constructed or required to be constructed pursuant to the terms of this Agreement. The costs of maintaining and operating such parking facilities shall be shared by the parties hereto and the owners of the phases within the Centre in accordance with the Easement Agreement.

(d) In the event that Phase II Owner shall be in default in its construction obligations hereunder for more than thirty (30) days after written notice thereof from Phase III Owner or the State, subject to the provisions of Paragraph 7(d), then the party delivering said notice of default shall have the right (but not the obligation) to undertake such construction in the name of and at the expense of Phase II Owner, and such party shall have an easement over and across Phase II for such purposes.

## 6. Enforcement by Lien.

(a) In addition to any other rights or remedies that Phase III Owner or the State may have under this Agreement, or at law or in equity, (i) Phase III Owner or the State, as the case may be, shall have the right to impose a lien against the Reserved Parcel to secure the payment of any sum owed to the party by reason of the nonperformance of any of the obligations of Phase II Owner arising under this Agreement together with all costs, fees and expenses relating to collecting same. Such lien shall arise immediately upon the recording of a notice by the aggrieved party with the Recorder of Deeds of Cook County, Illinois, and may be enforced by a proceeding in equity to foreclose such lien in like manner as a mortgage of real property in the State of Illinois or by any other remedy available by statute, or at law, or in equity. Such lien shall continue in full force and effect until such sum of money, and any costs, fees and expenses relating to collecting same, shall have been paid in full. The lien provided for in this Paragraph 6(a) shall be subject and subordinate to any mortgage, trust deed or other encumbrance constituting a lien on Phase II at the time of the recording of the notice of lien pursuant to this Paragraph 6, or any mortgage, trust deed or other encumbrance securing indebtedness which refinances or pays off any indebtedness secured by a mortgage or trust deed against the Reserved Parcel at the time of the recording of the notice of lien. The holder of a mortgage or trust deed shall have the right to be subrogated to the position of the holder of any lien arising pursuant to this Paragraph 6 affecting the property secured by its mortgage or trust deed upon the payment of the amount secured by such lien. Further, upon the request Phase II Owner, the lien provided for in this Paragraph 6 shall be subordinated to any bona fide construction or permanent financing pertaining to the development of Phase

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II. Each of Phase III Owner and the State, upon ten (10) days' prior written notice from Phase II Owner, shall execute any instrument reasonably required by Phase II Owner or any lender or lenders pertaining to construction or permanent financing as aforesaid to give effect to the foregoing subordination.

(b) Upon termination of this Agreement or completion or satisfaction of the various obligations of Phase II Owner hereunder, the lien rights under Paragraph 6(a) above with respect to such obligations shall expire. The parties hereto agree that, from time to time, upon not less than ten (10) days' prior written request by any of them or by any holder of a mortgage or trust deed which is secured by a portion of the Centre, the applicable party will deliver to the party making such request a signed statement in recordable form, confirming and certifying which of the obligations hereunder have been completed and satisfied and which obligations hereunder, if any, have not been completed or satisfied; provided that, in the event a party hereto asserts that an obligation hereunder has not been completed or satisfied, such party shall set forth in detail the extent to which such obligation has not been completed or satisfied.

## 7. Termination; Limitation.

(a) Except as set forth in Paragraph 3(b) above, this Agreement and the lien rights and easements created hereby shall terminate upon the first to occur of the following: (i) the satisfaction by Phase II Owner of its construction and payment obligations with respect to the first determination of a Parking Deficiency; and (ii) the issuance of a building permit for the development of improvements on Phase II, provided that Phase II Owner shall have complied with Paragraphs 4(b) and 5 above with respect to such improvements.

(b) The parties intend that Phase III will be developed with the Phase III Building and the Phase III Parking Spaces substantially as approved pursuant to the PUD Ordinance. In the event that Phase III is developed with fewer parking spaces or with a more intensive parking use, the obligations of Phase II Owner and Developer hereunder shall be determined as if Phase III had been developed in the manner contemplated by the PUD Ordinance.

(c) Notwithstanding anything to the contrary contained herein, all parking facilities constructed pursuant to this Agreement and the obligations of the parties hereunder shall be subject to all existing recorded documents including, without limitation, the Easement Agreement, and all applicable governmental laws, statutes, rules, regulations, directives, codes and ordinances, including, without limitation, the Annexation Agreement, the PUD Ordinance and zoning ordinances and building codes of the Village.

(d) The parties' performance hereunder shall be excused to the extent and for so long as such performance is delayed or made impracticable by reason of forces beyond the reasonable control of the subject party.

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## 8. Exculpation.

(a) This Agreement is executed by each of NBD Trust Company of Illinois and American National Bank and Trust Company of Chicago, respectively, not personally but solely as Trustees as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustees. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, warranties and agreements herein made on the part of said Trustees, while in form purporting to be the representations, covenants, undertakings, warranties and agreements of said Trustees, nevertheless are made and intended not as personal representations, covenants, undertakings, warranties and agreements by said Trustees or for the purpose or with the intention of binding said Trustees personally, but are made and intended for the purpose of binding only the Trust Property; that this Agreement is executed and delivered by each of said Trustees not in its own right but solely in the exercise of the power conferred upon it as said Trustee; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said Trustees on account of this Agreement or on account of any representations, covenants, undertakings, warranties or agreements of said Trustees contained in this Agreement, express or implied, all such personal liability of said Trustees, if any, being expressly waived and released.

(b) Any liability which may arise or which may be asserted as a consequence of this Agreement or any document or instrument executed in connection with this Agreement by or on behalf of Developer shall be a liability of Lake-Cook/Tollway Future Phase Associates, an Illinois limited partnership, and not the personal liability of any past, present or future partner of Lake-Cook/Tollway Future Phase Associates, any mortgagee of Phase II, or any successor owner or occupant of Phase II. Phase III Owner and the State, for themselves and their successors and assigns, agree to look solely to the assets of such partnership (including, without limitation, Phase II) for satisfaction of any liability in respect of this Agreement or any document or instrument executed in connection with this Agreement. For the purposes of this Agreement, the obligation of past, present, or future partners of Lake-Cook/Tollway Future Phase Associates to loan or contribute funds or capital to the Developer, or the negative capital accounts of such partners of Developer shall not be considered assets of Developer. Phase III Owner and the State, for themselves and their successors and assigns, release and waive any and all personal liability of any past, present, or future partner of Lake-Cook/Tollway Future Phase Associates, any mortgagee of Phase II (including, without limitation, Bank Leumi Le-Israel, B.M.) or any successor owner or occupant of Phase II arising out of this Agreement.

## 9. Miscellaneous Provisions.

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(a) Every person or entity who now or hereafter owns, occupies or acquires any right, title or interest in or to any portion of Phase II is and conclusively shall be deemed to have taken subject to every covenant, condition and restriction of this Agreement, whether or not any reference to the Agreement is contained in the instrument by which such person or entity acquired an interest in Phase II.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(c) In any action arising out of this Agreement by any of the parties hereto, the losing or defaulting party shall pay to the prevailing party, reasonable attorneys' fees, costs and expenses incurred in prosecuting such action.

(d) Subject to the provisions of Paragraph 7(d), time is of the essence of this Agreement.

(e) Paragraph headings used herein are for convenience only and shall not be deemed to limit or define the scope of any provision hereof.

(f) All notices and demands by one party to another shall be made in writing and delivered by personal service or certified mail (or registered or certified express mail service of the U.S. Postal Service), return receipt requested, to the address of the appropriate party as set forth below and shall be deemed effective upon actual receipt.

To Phase III Owner: c/o The Alter Group, Ltd.  
3000 Glenview Road  
Wilmette, Illinois 60091  
Attn: Randolph F. Thomas

with copy to: Ash, Anos, Freeman & Logan  
77 West Washington Street  
Suite 1211  
Chicago, Illinois 60602  
Attn: Lawrence M. Freedman, Esq.

To the State: Department of Central Management Services  
719 Stratton Office Building  
Springfield, Illinois 62706  
Attn: S. Michael Bartlett

with copy to: David B. Woodruff, Esq.  
Legal Counsel  
720 Stratton Office Building  
Springfield, Illinois 62706

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To Phase II Trust  
or Developer:

c/o Stein & Company  
227 West Monroe Street  
Suite 3400  
Chicago, Illinois 60606  
Attn: Richard A. Stein

with copy to:

Rudnick & Wolfe  
203 North LaSalle Street  
Suite 1800  
Chicago, Illinois 60601  
Attn: Robert H. Goldman, Esq.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

"Phase III Owner":

NBD TRUST COMPANY OF ILLINOIS, not personally but solely as Trustee under Trust Agreement dated September 12, 1991 and known as Trust No. 1223-CH

Attest: Bellina McCann  
Assistant Secretary

By: Joseph A. Spink  
Its: TRUST OFFICER

"STATE":

THE STATE OF ILLINOIS, acting by the Department of Central Management Services, for the benefit of Illinois Student Assistance Commission

By: \_\_\_\_\_  
Its: \_\_\_\_\_

"Phase II Trust":

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated January 1, 1985, and known as Trust No. 63290

By: \_\_\_\_\_  
Its: \_\_\_\_\_

"Developer":

LAKE-COOK/TOLLWAY FUTURE PHASE ASSOCIATES, an Illinois limited partnership

By: \_\_\_\_\_  
General Partner

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

"Phase III Owner":

NBD TRUST COMPANY OF ILLINOIS, not personally but solely as Trustee under Trust Agreement dated September 12, 1991 and known as Trust No. 1223-CH

By: \_\_\_\_\_  
Its: \_\_\_\_\_

"STATE":

THE STATE OF ILLINOIS, acting by the Department of Central Management Services, for the benefit of Illinois Student Assistance Commission

By: \_\_\_\_\_  
Its: \_\_\_\_\_

"Phase II Trust":

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated January 1, 1985, and known as Trust No. 63290

By: \_\_\_\_\_  
Its: \_\_\_\_\_

"Developer":

LAKE-COOK/TOLLWAY FUTURE PHASE ASSOCIATES, an Illinois limited partnership

By: \_\_\_\_\_  
General Partner

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(g) This Agreement may be executed in any number of identical counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed one and the same instrument the same as if all parties had executed a singular copy hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

"Phase III Owner":

NBD TRUST COMPANY OF ILLINOIS, not personally but solely as Trustee under Trust Agreement dated September 12, 1991 and known as Trust No. 1223-CH

By: \_\_\_\_\_  
Its: \_\_\_\_\_

"STATE":

THE STATE OF ILLINOIS, acting by the Department of Central Management Services, for the benefit of Illinois Student Assistance Commission

By: \_\_\_\_\_  
Its: \_\_\_\_\_

"Phase II Trust":

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated January 1, 1985, and known as Trust No. 63290

By: Gregory S. Kasprzyk  
Its: TRUST OFFICER

"Developer":

LAKE-COOK/TOLLWAY FUTURE PHASE ASSOCIATES, an Illinois limited partnership

By: \_\_\_\_\_  
General Partner

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(g) This Agreement may be executed in any number of identical counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed one and the same instrument the same as if all parties had executed a singular copy hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

"Phase III Owner":

NBD TRUST COMPANY OF ILLINOIS, not personally but solely as Trustee under Trust Agreement dated September 12, 1991 and known as Trust No. 1223-CH

By: \_\_\_\_\_  
Its: \_\_\_\_\_

"STATE":

THE STATE OF ILLINOIS, acting by the Department of Central Management Services, for the benefit of Illinois Student Assistance Commission

By: \_\_\_\_\_  
Its: \_\_\_\_\_

"Phase II Trust":

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated January 1, 1985, and known as Trust No. 63290

By: \_\_\_\_\_  
Its: \_\_\_\_\_

"Developer":

LAKE-COOK/TOLLWAY FUTURE PHASE ASSOCIATES, an Illinois limited partnership

By: \_\_\_\_\_  
General Partner

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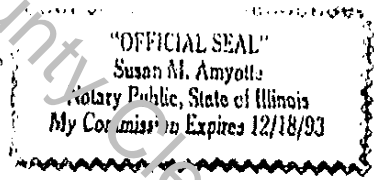
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, SUSAN M. AMYOTTE, a Notary Public, in and for said County, in the State aforesaid, do hereby certify, that William F. Scudder TRUST OFFICER, Assistant Vice-President of the NBD TRUST COMPANY OF ILLINOIS, and BETTY J. McCAHILL TRUST OFFICER, Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice-President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 31<sup>st</sup> day of March, A.D. 1992.

Susan M. Amyotte  
Notary Public

My Commission Expires:



92019-32

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STATE OF )  
                  ) SS.  
COUNTY OF )

I, Kristie E. Pacitti, a Notary Public, in and for said County, in the State aforesaid, do hereby certify, that Gregory S. Kasprzyk TRUST OFFICER Assistant Vice President of the American National Bank and Trust Company of Chicago, and \_\_\_\_\_, Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

MAR 25 1992

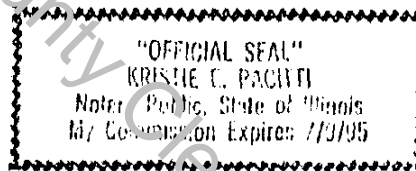
GIVEN under my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 1992.

Kristie E. Pacitti

Notary Public

My Commission Expires:

\_\_\_\_\_



92019-22

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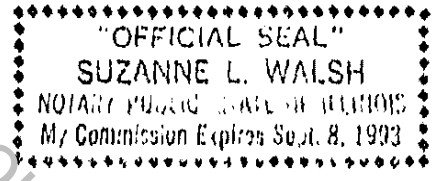
STATE OF )  
                  ) SS.  
COUNTY OF )

I, SUZANNE L. WALSH, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Richard A. [unclear], as general partner(s) of Lake-Cook/Tollway Future Phase Associates, a limited partnership of the State of Illinois, personally known to me to be the same person(s) whose name(s) (is/are) subscribed to the foregoing instrument, appeared before me this day in person and (severally) acknowledged to me that (he/she/they) being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said partnership and as (his/her/their) own free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 24th day of March, 1992.

Suzanne L. Walsh  
Notary Public

My Commission expires:  
9/8/93



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## CONSENT AND SUBORDINATION

The undersigned, Bank Leumi Le-Israel B.M., Chicago Branch, is the mortgagee/secured party under the following described Instrument which encumbers the parcel legally described in Exhibit C of the foregoing First Supplement to Amended and Restated Declaration and Grant of Reciprocal Rights (the "First Supplement"):

- (h) Mortgage, Assignment of Rents, Leases and Profits, in Security Agreement dated September 29, 1989 and recorded with the Cook County, Illinois Recorder of Deeds on October 4, 1989 as Document No. 89-469790 from American National Bank and Trust Company of Chicago as Trustee under Trust Agreements dated January 1, 1985 and known as Trust Nos. 63290, 63291 and 63292 to Bank Leumi Le-Israel B.M., Chicago Branch to secure a Note for \$6,000,000.00, as amended by that certain First Modification of Note, Mortgage, Collateral Assignments, Assignment of Lease, Environmental Indemnity and Manager's Subordination Agreement dated October 4, 1991 and recorded on November 27, 1991 as Document No. 91-624,473. (the "Mortgage").

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the undersigned, the undersigned hereby consents to the execution of the foregoing First Supplement by the Phase II Trust and the Developer (as defined in the First Supplement) and to the terms and provisions thereof. In addition, the undersigned hereby acknowledges and agrees that the lien of the above-described Mortgage and the undersigned's Interest in the land described therein shall remain subordinate to the terms and provisions of the amended and Restated Declaration and Grant of Reciprocal Rights (as amended by the foregoing First Supplement), except as provided therein.

IN WITNESS WHEREOF, the undersigned has executed this Consent and Subordination as of the 26<sup>th</sup> day of March, 1992.

ATTEST:

BANK LEUMI LE-ISRAEL B.M.,  
CHICAGO BRANCH

By: [Signature]  
Its: [Signature]

By: [Signature]  
Its: [Signature]

Addresses for notices:

Bank Leumi Le-Israel B.M., and \_\_\_\_\_  
Chicago Branch \_\_\_\_\_  
100 N. LaSalle \_\_\_\_\_  
Chicago, Illinois 60602 \_\_\_\_\_  
Attn: Thomas Rothschild

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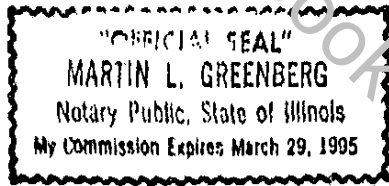
STATE OF ILLINOIS      )  
  )  
  ) SS:  
COUNTY OF COOK      )

I, the undersigned, a notary public in and for the State of Illinois, do hereby certify that Thomas Rothchild, who is personally known to be the Vice President of BANK LEUMI LE-ISRAEL B.M., CHICAGO BRANCH, personally appeared before me and, being duly sworn, acknowledge that as such Vice President of such corporation he executed the attached First Supplement to Amended and Restated Declaration and Grant of Reciprocal Rights as his own free and voluntary act and deed 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 Notarial Seal this 26th day of March, 1992.

Martin L. Greenberg  
Notary Public

My Commission Expires \_\_\_\_\_



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11/11/13

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## EXHIBIT A

### PHASE III LAND DESCRIPTION

LOT 3 IN ARBORLAKE CENTRE, BEING A SUBDIVISION IN SECTIONS 5 AND 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 14, 1985 AS DOCUMENT NUMBER 27475383 (EXCEPT THE PORTION THEREOF CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY PURSUANT TO TRUSTEE'S DEED DATED FEBRUARY 27, 1991 AND RECORDED JULY 15, 1991 AS DOCUMENT NUMBER 91351060), IN COOK COUNTY, ILLINOIS.

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90219:00

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## EXHIBIT B

### PHASE I LAND DESCRIPTION

Lot 1 in ArborLake Centre, being a Subdivision in Sections 5 and 6, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois according to the plat thereof recorded March 14, 1985 as Document 27475383, in Cook County, Illinois.

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92219-03

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Property of Cook County Clerk's Office



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## EXHIBIT C

### PHASE II LAND DESCRIPTION

Lot 2 in ArborLake Centre, being a Subdivision in Sections 5 and 6, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded March 14, 1985 as Document 27475383, in Cook County, Illinois.

Property of Cook County Clerk's Office

92219-03

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Property of Cook County Clerk's Office

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## EXHIBIT D

### PHASE IV LAND DESCRIPTION

Lot 4 in ArborLake Centre, being a Subdivision in Sections 5 and 6, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, according to a plat thereof recorded March 14, 1985 as Document 27475383, in Cook County, Illinois.

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