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MODIFICATION OF AGREEMENT AND DECLARATION OF COVENANTS AND EASEMENTS

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This Modification of Agreement and Declaration of Covenants and Easements (the "Modification") is made as of this 10th day of December, 1992 by Wilshire-Linden Associates, an Illinois limited partnership, managing co-tenant, having an office at 919 North Michigan Avenue, Chicago, Illinois 60611 ("Wilshire"), American National Bank and Trust Company of Chicago, not individually but as Trustee under Trust No. 62248 under Trust Agreement dated September 12, 1984 ("American") and Loews Rolling Meadows Cinemas, Inc., an Illinois Corporation, having an office at 400 Plaza Drive, Secaucus, New Jersey 07094 or its Assigns (hereinafter called "Loews").

. DEPT-01 RECORDING \$35.50
 . T62222 TRAN 5381 02/01/93 13:04:00
 . 44543 * -93-081400
 . COOK COUNTY RECORDER

RECITALS

A. American is the owner of certain real property situated in the County of Cook, State of Illinois, and more particularly described on Exhibit A hereto ("Lot A"). Loews is the contract vendee of the portion of Lot A described on Exhibit A-1 (the "Theatre Parcel"), and said Theatre Parcel constitutes Eighty (80%) percent of the land area of Lot A.

B. Wilshire and its co-tenants, for which Wilshire acts as agent, is the owner of a certain parcel of real property situated in the County of Cook, State of Illinois and more particularly described on Exhibit B hereto ("Lot "B") and contiguous to Lot A and the Theatre Parcel and is the successor to American National Bank and Trust Company of Chicago as Trustee under Trust No. 61717.

C. Loews intends to construct or to cause to be constructed on the Theatre Parcel, a motion picture theatre complex ("Theatre Building") among other things, together with associated parking and facilities.

D. Lots A and B are benefited by and burdened by that certain Agreement and Declaration of Covenants and Easements (the "Agreement and Declaration") between Wilshire, American and Chicago Title and Trust Company, not individually but as Trustee under Trust No. 56088 under Trust Agreement dated November 2, 1970 dated May 28, 1986 and recorded May 30, 1986 as Document No. 86214935 in the Cook County Land Records.

E. The parties hereto desire to modify the Agreement and Declaration in the manner set forth below.

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In consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. (a) All references to the Agreement and Declaration contained therein shall mean the Agreement and Declaration as modified by this Modification.

(b) All terms defined in the Agreement and Declaration that are used herein shall have the meanings set forth in the Agreement and Declaration, except as specifically provided herein.

2. Without limiting any of the obligations of the parties under the Agreement and Declaration or the provisions of clauses (i) through (v) of paragraph (d) of Section 2.1 of the Agreement and Declaration:

(a) the Owner of Lot B hereby agrees, at the request of Loews to keep open and provide lighting for the parking areas, and the entrances and exits thereto, located on Lot B during the evening to and including three quarters of an hour after the conclusion of the last show at the Theatre Building (the "Requested Periods"). Loews shall reimburse the Owner of Lot B within ten (10) days after written demand and upon presentation of bills or other evidence reasonably satisfactory to Loews for the cost of providing such lighting during the Requested Periods.

(b) Each of the Owners of Lots A and B agrees to use reasonable efforts to keep the parking areas of its respective Lot paved and in good condition and repair and free from snow, ice, slush, and rubbish. Anything herein to the contrary notwithstanding, the Owner of Lot B shall not be required to comply with the provisions of this Subparagraph (b) in respect of snow removal during such periods of time that are not normal business hours for the buildings on Lot B. The Owner of Lot B hereby grants Loews the right, at Loews' own cost and expense, during such periods of time to remove snow from Lot B provided Loews engages a snow removal contractor approved by the Owner of Lot B which approval the Owner of Lot B agrees will not be unreasonably withheld or delayed.

3. Section 3.3(c) of the Agreement and Declaration is hereby deleted, and in its place, the following is substituted:

"(c) So long as any of the Owners of Lot A make use of the water detention facility on Lot B, all costs and expenses relating to the Maintenance of said water detention facility shall be shared on the following basis: Lot A - fifty (50%) percent; Lot B - fifty (50%) percent. Performance of Maintenance on any other facilities, equipment, structural supports or other

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items or things constructed within a Lot for the use, benefit, service or enjoyment of more than one Owner shall be performed by the Owner of such Lot, at such Owner's sole cost and expense, except where such maintenance is required because of the negligence of another Owner or its employees, agents, or invitees, in which case such Owner shall bear the responsibility and the costs therefor."

4. As of the date hereof, the Owner of Lot A and Lot B represent and warrant to the other that no sums are due to any of them on account of the charges for Maintenance set forth in Section 3.3.(c).

5. (a) No notice, request, consent, approval, waiver or other communication under the Declaration and Agreement or its Modification ("Notice"), shall be effective unless and until the same is given in writing and is served personally or is mailed by registered or certified mail, postage pre-paid and sent to:

the Owner of Lot A: American National Bank and Trust Company
of Chicago, not personally but as Trustee
under Trust Agreement dated September 12,
1964 and known as Trust No. 62248
c/o Marquette Properties
969 Corporate Blvd.
Aurora, IL 60504

the Owner or Tenant
of the Theatre Parcel: Loews Rolling Meadows Cinemas, Inc.
400 Plaza Drive, Secaucus, NJ 07094
Attn: President

together with a copy to:

Loews Rolling Meadows Cinemas, Inc.
400 Plaza Drive, Secaucus, NJ 07094
Attn: General Counsel

the Owner of Lot B: Wilshire-Linden Associates
919 N. Michigan Avenue
Chicago, IL 60611
Attn: Jerrold Wexler

with a copy to:

Robert W. Berliner, Jr.
919 N. Michigan Avenue
Chicago, Illinois 60611

or at such other addresses that the parties may designate in accordance with this Section.

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(b) Any Notice shall be deemed given and effective as of the date of receipt set forth in return receipt. The inability to deliver because of a changed address of which no Notice was given, rejection or any refusal to accept any notice, shall be deemed to be the receipt of the Notice, as of the date such inability to deliver, rejection or refusal to accept.

6. This Modification shall be effective from and after the date Loews acquires or leases the Theatre Parcel, but shall have no force or effect if Loews does not acquire or lease the Theatre Parcel. The provisions of this Modification shall be binding upon and inure to the benefit of the Owners and their successors and assigns.

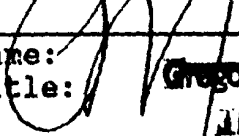
7. As modified herein, the Agreement and Declaration shall remain in full force and effect and may not be amended or terminated except by an instrument in recordable form executed by the Owners.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to Agreement and Declaration of Covenants and Easements to be signed and sealed as of the date first above written.

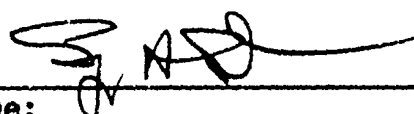
WILSHIRE LINDEN ASSOCIATES, MANAGING CO-TENANT

By: 
Name: Andrew V. Agostini
Title: Authorized Agent

AMERICAN NATIONAL BANK AND TRUST COMPANY
OF CHICAGO, not individually but as Trustee
under Trust No. 62248 under Trust Agreement
dated September 12, 1984

By: 
Name: Gregory S. Kasprzyk
Title: TRUST OFFICER

LOEWS ROLLING MEADOWS CINEMAS, INC.

By: 
Name:
Title:

This instrument is executed by the undersigned Land Trustee, not personally, but solely as Trustee in the exercise of the power and authority expressly granted herein vested in it as such Trustee. It is intended to be binding on the Trust and its successors, assigns, and assigns, and not on the Trustee personally. The Trustee's liability is limited to the extent of the assets of the Trust and the Trustee's liability is limited to the extent of the assets of the Trust. The Trustee's liability is limited to the extent of the assets of the Trust and the Trustee's liability is limited to the extent of the assets of the Trust.

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My Commission Expires 08/31/2022
Maura D'Amico of Cook County
JUL 20 2022

Lots 2 and 4 in 58-62 Venture Subdivision of part of Sections 8 and 9, Township 41 North, Range 11, East of the Third Principal Meridian, (except the West 17.0 feet of said Lots, as measured at right angles, and except that part of Lot 4 described as follows: Beginning at the most Northerly corner of Lot 4; thence South 12 degrees 10 minutes 10 seconds West, 271.97 feet to a point being 297.66 feet Easterly of the Southwest corner of Lot 6 in said 58-62 Venture Subdivision; thence continuously South 12 degrees 10 minutes 10 seconds West a distance of 20.03 feet; thence South 64 degrees 18 minutes 39 seconds East, 123.39 feet; thence North 21 degrees 25 minutes 20 seconds East, for a distance of 297.37 feet to a point in the Northeasterly line of Lot 4 in said 58-62 Venture Subdivision, said line being an arc of a circle convex Northeasterly and having a radius of 2814.79 feet; thence Northwesterly along said arc for a distance of 170.07 feet to the place of beginning, and except the North 113.86 feet, measured at right angles to the North line of Lot 4, of the East 214.73 feet of the West 231.73 feet, measured at right angles of Lot 4 and except that part of Lot 4 described as follows, the West line of said Lot 4 is due North-South for the following courses: Beginning at a point in the West line of Lot 4 aforesaid, 114 feet South of the Northwest Corner thereof; thence South 87 degrees 07 minutes East a distance of 232.02 feet; thence due South a distance of 120 feet; thence North 87 degrees 07 minutes West a distance of 232.02 feet to said West line of Lot 4; thence due North on said line, a distance of 120 feet to the point of beginning, in Cook County, Illinois.

EXCEPTING THEREFROM:

That part of Lots 2 and 4 in 58-62 Venture Subdivision of part of Sections 8 and 9, Township 41 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded March 2, 1970 as Document No. 21092384, described as follows: Beginning at the Southeast Corner of said Lot 4 (the West line of said Lot 4 having an assumed bearing of North 00 degrees 17 minutes 57 seconds West for this legal description); thence North 89 degrees 51 minutes 05 seconds West along the South line of said Lots 2 and 4, 334.79 feet to an angle point in the South line of said Lot 2; thence South 88 degrees 15 minutes 10 seconds West along the South line of said Lot 2, 145.03 feet to an intersection with a line 17.0 feet, as measured at right angles, East of and parallel with the West line of said Lots 2 and 4; thence North 00 degrees 17 minutes 57 seconds West along said last described parallel line, being the East line of Wilke Road as widened, 1128.93 feet;

- Thence North 89 degree 42 minutes 03 seconds East, 137.0 feet;
- Thence South 00 degrees 17 minutes 57 seconds East, 159.65 feet;
- Thence South 50 degrees 40 minutes 22 seconds East, 149.69 feet;
- Thence South 00 degrees 17 minutes 57 seconds East, 19.37 feet;
- Thence North 89 degrees 42 minutes 03 seconds East, 227.47 feet;

To a point on the East line of said Lot 4, 853.38 feet, as measured along said East line, North of the Southeast corner of said Lot 4; thence South 00 degrees 17 minutes 57 seconds East along the East line of said Lot 4, 853.38 feet to the place of beginning, in Cook County, Illinois.

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Exhibit A-1

Lot 1 in the M-R Loews Theatre Complex Subdivision, recorded on December 31, 1991, as Document No. 91-693565, being a subdivision of part of Lot 4 in 58-62 venture subdivision of sections 8 and 9, Township 41 North, Range 11, east of the Third Principal Meridian in Cook County, Illinois.

P.I.N. 08-08-403-022

Prepared by Patricia Gregory
and Mail to Polsky & Rodan
205 N. Michigan
St. 3909
Chicago, Ill. 60601



Property address: n.w. corner of New Wilke
and Golf Roads
Rolling Meadows, Ill.

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That part of Lots 2 and 4 in 58-62 Venture Subdivision of part of Sections 8 and 9, Township 41 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded March 2, 1970 as Document No. 21092384, described as follows: Beginning at the Southeast Corner of said Lot 4 (the West line of said Lot 4 having an assumed bearing of North 00 degrees 17 minutes 57 seconds West for this legal description); thence North 89 degrees 51 minutes 05 seconds West along the South line of said Lots 2 and 4, 334.79 feet to an angle point in the South line of said Lot 2; thence South 88 degrees 15 minutes 10 seconds West along the South line of said Lot 2, 145.03 feet to an intersection with a line 17.0 feet, as measured at right angles, East of and parallel with the West line of said Lots 2 and 4; thence North 00 degrees 17 minutes 57 seconds West along said last described parallel line, being the East line of Wilke Road as widened, 1128.93 feet;

Thence North 89 degrees 42 minutes 03 seconds East, 137.0 feet;
Thence South 00 degrees 17 minutes 57 seconds East, 159.65 feet;
Thence South 50 degrees 40 minutes 22 seconds East, 149.69 feet;
Thence South 00 degrees 17 minutes 57 seconds East, 19.17 feet;
Thence North 89 degrees 42 minutes 03 seconds East, 227.47 feet;

To a point on the East line of said Lot 4, 853.38 feet, as measured along said East line, North of the Southeast corner of said Lot 4; thence South 00 degrees 17 minutes 57 seconds East along the East line of said Lot 4, 853.38 feet to the place of beginning, in Cook County, Illinois.

PERMANENT REAL ESTATE TAX NUMBER: 08-08-403-022-0000

ADDRESS OF PROPERTY: 1800 Golf Road, Rolling Meadows, IL

LOT B

EXHIBIT B

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