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 COOK COUNTY RECORDER  
 DEPT-10 PENALTY \$58.00

## DECLARATION OF EASEMENTS AND OPERATING AGREEMENT

THIS DECLARATION OF EASEMENTS AND OPERATING AGREEMENT is made and entered into as of the 3rd day of November, 1988 by and between LASALLE NATIONAL BANK, a national banking association, as successor trustee to Exchange National Bank of Chicago, a national banking association, not personally but as Trustee under Trust Agreement dated February 23, 1960 and known as Trust No. 10-10835-09 (the Owner), OLD ORCHARD CAR WASH INC., an Illinois corporation (the "Car Wash Operator") and LOEWS CHICAGO CINEMAS, INC., an Illinois corporation (the "Theatre Operator").

61.00  
 58.00  
*dw*

### RECITALS

A. The terms used in the Recitals, if not otherwise defined in the Recitals or in the immediately foregoing paragraph, having the meanings set forth in Article I hereof.

B. The Owner is the record fee simple title holder of the real estate situated in the Village of Skokie, County of Cook, State of Illinois, legally described on Exhibit 1 attached hereto and made a part hereof (the "Real Estate").

C. The portion of the Real Estate described on Exhibit 2 attached hereto and made a part hereof (the "Theatre Parcel") is leased to the Theatre Operator under Lease dated November 3, 1988 (the "Lease"), and used and occupied by the Theatre Operator as a theatre for showing motion pictures. A memorandum of the Lease was recorded on November 3, 1988, as Document 89510231.

D. The portion of the Real Estate described on Exhibit 3 attached hereto and made a part hereof (the "Car Wash Parcel") is used and occupied by the Car Wash Operator as a car wash.

E. The Real Estate, the relative locations of the Theatre Parcel and the Car Wash Parcel, and the improvements located on the Real Estate are shown on the Plat of Survey dated October 20, 1988, prepared by National Survey Service, Inc., as Survey No. N-113363, a copy of which is attached hereto as Exhibit 4 and made a part hereof (the "Site Plan").

F. The Theatre Operator requires the use of portions of the Car Wash Parcel from time to time for ingress and egress and the efficient operation of the business conducted on the Theatre Parcel.

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G. The Car Wash Operator requires the use of portions of the Theatre Parcel from time to time for ingress and egress and the efficient operation of the business conducted on the Car Wash.

H. The Owner, the Theatre Operator and the Car Wash Operator desire by this Agreement to provide for the efficient operation of each the Theatre Parcel and the Car Wash Parcel and the businesses conducted thereon, to assure the harmonious relationship of the Car Wash Operator and the Theatre Operator, and to provide for the maintenance of the Real Estate by creating (i) certain easements and agreements against and affecting the Theatre Parcel, which will be binding upon each present and future user or operator of the Theatre Parcel, or any portion thereof, and which will inure to the benefit of each present and future user or operator of the Car Wash Parcel, or of any portion thereof, and (ii) certain easements and agreements against and affecting the Car Wash Parcel, which will be binding upon each present and future user or operator of the Car Wash Parcel, or of any portion thereof, and which will inure to the benefit of each present and future user or operator of the Theatre Parcel, or of any portion thereof.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements of the parties hereto, it is hereby agreed as follows:

## ARTICLE I DEFINITIONS

1.1 Definitions. Whenever used in this Agreement, the following terms shall have the respective meanings specified below:

Agreement - This Declaration of Easements and Operating Agreement, together with all Exhibits, amendments and supplements hereto.

Building - Any of the Buildings referred to individually.

Buildings - A collective reference to the buildings located on the Real Estate.

Car Wash Building - The Building located mainly on the Car Wash Parcel shown on the Site Plan as "1 Story Brick Bldg. 'Car Wash'".

Easements - A collective reference to all easements provided for, declared or created pursuant to the terms and provisions of this Agreement.

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Parcel - A reference to either the Theatre Parcel or the Car Wash Parcel.

Recorder - The Recorder of Deeds of Cook County, Illinois.

1.2 Construing Various Words and Phrases. Wherever it is provided in this Agreement that a party "may" perform an act or do anything, it shall be construed that that party "may, but shall not be obligated to," so perform or so do. (i) "At any time" shall be construed as "at any time or from time to time"; (ii) "Any" shall be construed as "any and all;" (iii) "Including" shall be construed as "including but not limited to;" (iv) "Will" and "shall" shall each be construed as mandatory; and (v) The word "in" with respect to an easement granted or reserved "in" a particular Parcel shall mean "in," "over," "within," "through," "upon," "across," "under," and any one or more of the foregoing. The words "herein," "hereof," "hereunder," "hereinafter" and words of similar import shall refer to this Agreement as a whole and not to any particular Section or Subsection. Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as context may require. Captions and the index are used in this Agreement for convenience only and shall not be used to construe the meaning of any part of this Agreement.

## ARTICLE II EASEMENTS

2.1 In General. For the purpose of this Article II, the following shall apply:

(A) The Owner is the declarant of the Easements described in this Article II.

(B) The creation of Easements over and upon the Car Wash Parcel in this Article II shall burden the Car Wash Parcel and bind the Car Wash Operator and its successors and assigns. The Easements shall benefit the Theatre Operator and its successors and assigns.

(C) The creation of Easements over and upon the Theatre Parcel in this Article II shall burden the Theatre Parcel and bind the Theatre Operator and its successors and assigns. The Easements shall benefit the Car Wash Operator and its successors and assigns.

(D) The creation of Easements over and upon the Theatre Parcel shall not include the area of the Theatre Parcel which is improved with a Building as shown on the Site Plan.

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(E) The creation of Easements over and upon the Car Wash Parcel shall not include the area of the Car Wash Parcel which is improved a Building as shown on the Site Plan.

(F) Each of the Easements created by this Article II shall be non-exclusive between the Theatre Operator and the Car Wash Operator, but neither shall have the right to lease, license or otherwise permit the use of the Easements by any third parties other than its officers, directors, employees, contractors and business invitees.

(G) Unless otherwise provided in this Agreement, all Easements granted in this Article II are irrevocable and shall continue in full force and effect during the entire term of this Agreement and thereafter until terminated pursuant to Section 6.4 of this Agreement.

## 2.2 Ingress and Egress.

(A) The Theatre Operator, its officers, directors, employees, agents, contractors, invitees and guests shall have the right to use the Car Wash Parcel for ingress and egress between the Theatre Parcel and Skokie Boulevard, and between the Theatre Parcel and adjacent land located to the south of the Car Wash Parcel, in each case at entrance areas shown on the Site Plan, as the Site Plan may be amended from time to time pursuant to Section 6.6 of this Agreement.

(B) The Car Wash Operator, its officers, directors, employees, agents, contractors, invitees and guests shall have the right to use the Theatre Parcel for ingress and egress between the Car Wash Parcel and Skokie Boulevard, and between the Car Wash Parcel and adjacent land located to the north of the Theatre Parcel, in each case at entrance areas shown on the Site Plan, as the Site Plan may be amended from time to time pursuant to Section 6.6 of this Agreement.

## 2.3 Parking.

(A) The Theatre Operator shall have the right to use the Car Wash Parcel for motor vehicle parking by its officers, directors, employees, contractors and business invitees during times when the Theatre Operator is conducting its theatre business on the Theatre Parcel.

(B) The Car Wash Operator shall have the right to use the Theatre Parcel for motor vehicle parking by its officers, directors, employees, contractors and business invitees during times when the Car Wash Operator is conducting its car wash business on the Car Wash.

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2.4 Maintenance. The Maintaining Party and its agents and contractors shall have the right to enter upon all portions of the Real Estate which comprise Common Facilities for the purpose of performing the maintenance and repair of the Common Facilities contemplated by Article III of this Agreement.

2.5 Encroachment of Car Wash Building. The Car Wash Operator shall have the right to maintain and repair the Car Wash Building in its present location as shown on the Site Plan notwithstanding the encroachment of part of the Car Wash Building onto the Theatre Parcel. In the event of damage or partial destruction to the Car Wash Building by fire or other casualty or occurrence, the Car Wash Operator shall have the right to restore the Car Wash Building in its present location. In the event of total destruction of the Car Wash Building by fire or other casualty or occurrence, the Car Wash Operator and the Theatre Operator shall cooperate, pursuant to Section 6.6 of this Agreement, to relocate the Car Wash Building on the Car Wash Parcel. Notwithstanding the encroachment referred to herein, the Car Wash Operator shall pay all real estate taxes attributable to the Car Wash Building.

## ARTICLE III MAINTENANCE

3.1 Definitions. As used in this Article 3, the terms:

(A) "Calendar Year" shall mean each calendar year (or in the case of the first and last partial calendar year during the term of this Agreement, a partial calendar year) occurring during the term of this Agreement.

(B) "Shared Expenses" shall mean all expenses, costs and disbursements (determined for each Calendar Year on an accrual basis in accordance with this Agreement) incurred by the Maintaining Party in connection with the inspection, cleaning, servicing, maintenance, repair and replacement of the Common Facilities, including, without limitation, allocation of reasonable reserves for replacement of the Common Facilities and costs of capital improvements to the Common Facilities.

(C) "Operating Budget" shall mean, with respect to each Calendar Year, a budget, prepared in accordance with sound accounting principles, reflecting the anticipated Shared Expenses for that Calendar Year.

(D) "Extraordinary Expenses" shall mean unforeseen Shared Expenses incurred by the Maintaining Party during any Calendar Year which are not reflected in the Operating Budget.

(E) "Books and Records" shall mean books and records maintained by the Maintaining Party in accordance with sound accounting principles with respect to the Shared Expenses.

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(F) "Budget Statement" shall mean an annual statement prepared by the Maintaining Party for each Calendar Year stating an amount to be paid during such Calendar Year by the Reimbursing Party to the Maintaining Party in reimbursement for the Reimbursing Party's share of estimated Shared Expenses as reflected in the Operating Budget.

(G) "Extraordinary Expense Statement" shall mean a periodic statement prepared by the Maintaining Party stating an amount to be paid by the Reimbursing Party to the Maintaining Party in reimbursement for the Reimbursing Party's share of Extraordinary Expenses. The Extraordinary Expense Statement shall state, for each Extraordinary Expense item reflected thereon, the nature of the expense, the amount of the expense, and the Reimbursing Party's share of such expense.

(H) "Annual Statement" shall mean an annual statement prepared by the Maintaining Party for each Calendar Year stating the actual Shared Expenses for such Calendar Year, the amount of the Reimbursing Party's share of such Shared Expenses, the amounts paid with respect thereto by the Reimbursing Party during such Calendar Year, and the amount of any overage or underage in the amounts paid by the Reimbursing Party during such Calendar Year compared to actual Operating Expenses.

(I) "Common Facilities" shall mean the portions of the Real Estate as to which Easements have been granted under Article II of this Agreement, including all improvements located thereon, but excluding the Buildings shown on the Site Plan and any improvements located thereon which are clearly intended for solely use by either the Car Wash Operator or the Theatre Operator.

(J) "Maintaining Party" shall mean the Theatre Operator.

(J) "Reimbursing Party" shall mean the Car Wash Operator.

3.2 The Reimbursing Party's Share of Shared Expenses. The Reimbursing Party shall reimburse the Maintaining Party for FIFTEEN PERCENT (15%) of the total Shared Expenses (including Extraordinary Expenses) incurred during each Calendar Year.

3.3 Determination of the Reimbursing Party's Share of Shared Expenses. The Reimbursing Party's share of Shared Expenses for each Calendar Year shall be determined as follows:

(A) No later than thirty (30) days prior to the beginning of any Calendar Year, the Maintaining Party shall deliver to the Reimbursing Party the Operating Budget for such

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Calendar Year and the Budget Statement for such Calendar Year. The Reimbursing Party shall have the right to approve the Operating Budget, but shall not unreasonably withhold or delay its approval.

(B) The Reimbursing Party shall pay to the Maintaining Party, on the first day of each calendar month during the Calendar Year, an amount equal to one twelfth (1/12th) of the annual amount to be paid by the Reimbursing Party to the Maintaining Party as shown on the Budget Statement for such Calendar Year.

(C) If during the Calendar Year, the Maintaining Party intends to incur an Extraordinary Expense, the Maintaining Party shall first obtain the approval of the Reimbursing Party, which approval shall not be unreasonably withheld or delayed. If, during the Calendar Year, the Maintaining Party incurs approved Extraordinary Expenses, the Maintaining Party may deliver one or more Extraordinary Expense Statements to the Reimbursing Party with respect to such Extraordinary Expenses. If the Maintaining Party delivers an Extraordinary Expense Statement to the Reimbursing Party, the Reimbursing Party shall pay the amount shown thereon to be paid by the Reimbursing Party to the Maintaining Party within thirty (30) days after the receipt of the Extraordinary Expense Statement.

(D) Within one hundred twenty (120) days after the end of each Calendar Year or such reasonable time thereafter as may be needed in order to prepare the Annual Statement, the Maintaining Party shall deliver to the Reimbursing Party an Annual Statement for such calendar year. If the amount of the Maintaining Party's share of actual Shared Expenses as shown thereon is greater than the amounts paid by the Reimbursing Party to the Maintaining Party in accordance with Subsections 3.2(B) and 3.2(C) above during such Calendar Year, the Reimbursing Party shall pay the amount of the underage to the Maintaining Party within thirty (30) days after receipt of the Annual Statement. If the amount of the Reimbursing Party's share of actual Shared Expenses as shown thereon is less than the amounts paid by the Reimbursing Party to the Maintaining Party in accordance with Subsections 3.2(B) and 3.2(C) above during such Calendar Year, the amount of such overage shall be credited to the next monthly payments falling due from the Reimbursing Party to the Maintaining Party under this Agreement until the overage is satisfied.

3.3 Right to Inspect Books and Records. The Reimbursing Party shall have the right to inspect the Books and Records at any time during the term of this Agreement during normal business hours and upon reasonable notice to the Maintaining Party.

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3.4 Disputes. Any disputes concerning this Article III shall be resolved in accordance with Article IV of this Agreement.

## ARTICLE IV DISPUTE RESOLUTION

4.1 Non-Binding Mediation. In the event of any dispute between the Theatre Operator and the Car Wash Operator concerning the Easements, the Common Facilities, the level of desired maintenance proposed changes in use or configuration of the Real Estate or any portion thereof or any matter affecting the Car Wash Operator and the Theatre Operator under this Agreement, the Theatre Operator and the Car Wash Operator, if unable to resolve the dispute between the parties' representatives then responsible for the implementation of this Agreement within a reasonable period, not to exceed thirty (30) days after the dispute arises, shall, if requested by either party in writing, submit the dispute to non-binding mediation pursuant to Section 4.2 of this Agreement in a good-faith attempt to resolve the dispute prior to resorting to any other right or remedy under this Agreement or under applicable law.

4.2 Mediation Procedure. Each of the Theatre Operator and the Car Wash Operator shall, within a reasonable period of time, not to exceed ten (10) days after the written request for mediation under Section 4.1, designate a senior officer of such party not theretofore involved in attempting to resolve the dispute, together with such other representatives as such party may desire, to meet with a neutral mediator selected mutually by the parties (or if the parties cannot agree upon the identity of a neutral mediator within a reasonable period of time, not to exceed thirty (30) days after the written request for mediation under Section 4.1, each party shall submit the names of professional mediators or three retired judges willing to act in such capacity and the neutral mediator shall be selected by lot from among the names submitted). The neutral mediator shall select the time and place of any meetings between the parties concerning the dispute, establish ground rules for presentation of evidence concerning the dispute, and otherwise set such rules with respect to the mediation as the neutral mediator may from time to time believe may be desirable in order to further resolution of the dispute. The parties agree to negotiate in good faith to resolve the dispute. If the dispute cannot be resolved within three (3) business days after mediation commences, either party, if dissatisfied in good faith with the progress of the negotiations, may elect to terminate mediation and submit the dispute to binding arbitration in accordance with Section 10.3.

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4.3 Disputes Subject to Arbitration; Arbitration Procedure.

All questions, differences, disputes, claims or controversies between the Car Wash Operator and the Theatre Operator arising under this Agreement not settled by mediation under Sections 4.1 and 4.2 above shall be submitted for arbitration to a panel of three (3) arbitrators at the Chicago, Illinois office of the American Arbitration Association in accordance with its then existing Commercial Arbitration Rules. Such arbitration may be initiated at the request of either the Car Wash Operator or the Theatre Operator. The fees and costs of such arbitration (filing fees, arbitrators' fees and expenses, court reporter's fees and transcript fees, but exclusive of witness fees and attorneys' fees) shall be borne equally by the Car Wash Operator and the Car Wash Operator. Any award of the arbitrators shall be final and binding upon both the Car Wash Operator and the Theatre Operator and judgment thereon may be entered by any court exercising jurisdiction over the Real Estate.

ARTICLE V  
NOTICES AND APPROVALS

5.1 Notice to Parties. Each notice, demand, request, consent, approval, disapproval, designation or other communication (all of the foregoing are herein referred to as a "notice") that a party is required, permitted or desired to give or make or communicate to any other party shall be in writing and shall be given or made or communicated by personal delivery or by United States certified mail, return receipt requested, addressed as follows:

If to the Car Wash Operator:

OLD ORCHARD CAR WASH, INC.  
Suite 301  
8707 Skokie Boulevard  
Skokie, Illinois 60077

If to the Theatre Operator:

LOEWS CHICAGO CINEMAS, INC.  
c/o Loews Theatre Management Corp.  
400 Plaza Drive  
Secaucus, New Jersey 07094  
Attention: General Counsel

with a copy to:

Columbia Pictures Entertainment,  
Inc.

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711 Fifth Avenue  
New York, New York 10021  
Attention: General Counsel

If to Owner:

LASALLE NATIONAL BANK  
Trust No. 10-10835-09  
135 South LaSalle Street  
Chicago, Illinois 60690

with a copy to:

Gerald Marks  
Suite 301  
8707 Skokie Boulevard  
Skokie, Illinois 60077

If personally delivered, the date of receipt shall be the effective date of the notice. If mailed, the effective date of the notice shall be the third business day after mailing. Any party may designate a different address from time to time, provided however it has given at least ten (10) days' advance notice of such change of address.

## ARTICLE VI GENERAL

6.1 Severability. The illegality, invalidity or unenforceability under law of any covenant, restriction or condition or any other provision of this Agreement shall not impair or affect in any manner the validity, enforceability or effect of the remaining provisions of this Agreement.

6.2 Headings. The headings of Articles and Sections in this Agreement are for convenience of reference only and shall not in any way limit or define the content, substance or effect of the Articles or Sections.

6.3 Amendments to Agreement. This Agreement may be amended or terminated only by an instrument signed by the the parties hereto. Any amendment to or termination of this Agreement shall be recorded in the office of the Recorder.

6.4 Term. The term of this Agreement and all Easements created hereunder shall commence on the date hereof and shall continue during the entire term of the Lease, including any extensions or renewals thereof, any may thereafter the term of

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this Agreement and all Easements created hereunder shall continue until a written memorandum of termination is recorded in the office of the Recorder, which memorandum shall be signed by all persons or entities then holding a record fee simple estate in the Real Estate.

## 6.5 Cooperation.

The Car Wash Operator and the Theatre Operator each covenant to reasonably cooperate to operate the Real Estate as a whole in such a manner so as to minimize interference with the business of the other conducted on the Real Estate. As illustrations of the foregoing, but not in limitation of the generality of the foregoing covenant:

(A) Each will use reasonable efforts to cause business invitees to park motor vehicles so as to minimize interference with the parking needs of the business invitees of the other;

(B) Each will use reasonable efforts to minimize the effect of obstruction by vehicular traffic and lines of vehicles of common roadways and other portions of the Real Estate used for ingress and egress (the "Roadways") upon the business of each during periods of business operation on both Parcels, including routing vehicular traffic and lines of vehicles to Roadways least likely to cause interference and furnishing parking attendants to direct vehicular traffic. The parties understand, however, that operation of the car wash on the Car Wash Parcel may result from time to time in lines of motor vehicles within the Roadways which will obstruct free passage on some portions of the Roadways.

## 6.6 Changes in Use.

The parties understand and agree that the Car Wash Operator and the Theatre Operator may find it desirable to change the nature and use of the Theatre Parcel or the Car Wash Parcel and the Buildings and improvements located thereon from time to time in order to maintain and/or enhance the economic feasibility of that portion of the Real Estate, but that such change in the nature or use of the Theatre Parcel or the Car Wash Parcel, as the case may be, might materially and adversely impact upon the business and operations conducted on the other Parcel. Accordingly:

(A) Neither the Theatre Operator nor the Car Wash Operator shall materially change the nature or use of the Theatre Parcel or the Car Wash Parcel, as the case may be, or the nature of the business and operations conducted thereon, without the prior written consent of the other, which consent shall not be unreasonably withheld.

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(B) If the change in nature or use contemplated above and agreed upon by the parties requires any modifications or amendments to this Agreement or the Site Plan, the parties shall enter into an amendment of this Agreement reflecting such modifications or amendments.

6.7 Abandonment of Easements. Easements created hereunder shall not be presumed abandoned by non-use unless the Car Wash Operator or the Theatre Operator, as the case may be, whichever is benefited by such Easement, states in writing its intention to abandon the Easement.

6.8 Applicable Laws. The parties hereto acknowledge that this Agreement and all other instruments in connection herewith have been negotiated, executed and delivered in the City of Chicago, County of Cook and State of Illinois. This Agreement and said other instruments shall, in all respects, be governed, construed, applied and enforced in accordance with the laws of the State of Illinois, including without limitation, matters affecting title to all real property described herein.

6.9 No Third-Party Beneficiary. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third party beneficiary under any statutes, laws, codes, ordinances, rules, regulations, orders, decrees or otherwise.

6.10 Incorporation. Each provision of the Recitals to this Agreement and each Exhibit attached hereto is hereby incorporated in this Agreement and is an integral part hereof.

#### ARTICLE VII EXCULPATION OF TRUSTEE

This Agreement is executed by LASALLE NATIONAL BANK, a national banking association, as successor trustee to Exchange National Bank of Chicago, a national banking association, not personally, but as Trustee under the Trust Agreement dated February 23, 1960 and known as Trust No. 10-10835-09, as aforesaid. All of the covenants and conditions to be performed by LASALLE NATIONAL BANK hereunder are undertaken solely as trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against LASALLE NATIONAL BANK or any of the beneficiaries under said trust agreement by reason of any of the covenants or agreements contained herein.

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

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LASALLE NATIONAL BANK, not personally but as Trustee as aforesaid

ATTEST:

*Rosmary Callum*  
Assistant Secretary

By *[Signature]*  
Its \_\_\_\_\_ (Title)

OLD ORCHARD CAR WASH, INC.  
an Illinois corporation

ATTEST:

*[Signature]*  
Assistant Secretary

By *[Signature]*  
Its President (Title)

LOEWS CHICAGO CINEMAS, INC.  
an Illinois corporation

ATTEST:

\_\_\_\_\_  
Assistant Secretary

By *[Signature]*  
Its Sr Vice President (Title)

List of Exhibits:

- |           |  |
|-----------|--|
| Exhibit 1 | Legal Description of the Real Property subject to this Agreement |
| Exhibit 2 | Legal Description of the Theatre Parcel                          |
| Exhibit 3 | Legal Description of the Car Wash Parcel                         |
| Exhibit 4 | Site Plan  |

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STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that before me on this day personally appeared Winston G. Van Buren and \_\_\_\_\_, known to me to be the Sr. Vice President and \_\_\_\_\_ Secretary, respectively, of LOEWS CHICAGO CINEMAS, INC., an Illinois corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that ~~they~~ ~~are~~ authorized to execute the said instrument on behalf of said corporation.

WITNESS my hand and official seal this 3<sup>rd</sup> day of Nov (mbc), 1988

Ruth (Menzies)  
Notary Public

My commission expires: 3-19-89

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STATE OF ILLINOIS )  
                              ) SS.  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that before me on this day personally appeared Martha Rosefull and Louis Merys, known to me to be the President and \_\_\_\_\_ Secretary of OLD ORCHARD CAR WASH, INC., an Illinois corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument on behalf of said corporation.

WITNESS my hand and official seal this 3rd day of November, 1988.

*Ruth Minger*  
\_\_\_\_\_  
Notary Public

My commission expires: 3-19-89

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STATE OF ILLINOIS     )  
                                  )   SS.  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that before me on this day personally appeared JOSEPH W. LANG and Rosemary Collins, known to me to be the VICE President and Assistant Secretary, respectively of LASALLE NATIONAL BANK, a national banking association, not personally but as Trustee under Trust Agreement dated February 23, 1960, and known as Trust No. 10-10835-99, the association that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that they are authorized to execute the said instrument on behalf of said association.

WITNESS my hand and official seal this 2nd day of February, 1988.

Kathy Pacana  
Notary Public

My commission expires: 6-11-92



Notary's Office

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## EXHIBIT 1

LEGAL DESCRIPTION OF REAL PROPERTY SUBJECT TO THIS AGREEMENT

### PARCEL 1:

THE NORTH 895 FEET OF THAT PART OF THE NORTH EAST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING ON THE EAST LINE OF SAID SECTION, 10 CHAINS SOUTH OF THE NORTH EAST CORNER THEREOF; THENCE SOUTH ON SAID EAST LINE, 20.18 CHAINS TO THE CENTER LINE OF GROSS POINT ROAD; THENCE SOUTH 45 DEGREES WEST ALONG THE CENTER OF SAID ROAD, 3.74 CHAINS; THENCE NORTH 26 DEGREES WEST, 25.77 CHAINS TO A POINT 10 CHAINS SOUTH OF THE NORTH LINE OF SAID SECTION; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SECTION, 14.4 CHAINS TO THE PLACE OF BEGINNING (EXCEPTING FROM SAID NORTH 895 FEET, THE EAST 240 FEET THEREOF AND ALSO THAT PART THEREOF LYING NORTH OF A LINE WHICH IS 373 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 16 IN COOK COUNTY, ILLINOIS.

### PARCEL 2

LOT 7 (EXCEPT THE NORTH 8 FEET 3 5/8THS INCHES THEREOF) AND ALL OF LOTS 8, 9 AND 10, (EXCEPTING FROM SAID LOTS THE EAST 10 FEET THEREOF, TAKEN FOR WIDENING OF SKOKIE BOULEVARD) IN PAYNE'S SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 3

LOTS 11, 12, 13, 14, 15 AND 16 (EXCEPTING FROM SAID LOTS THE EAST 10 FEET THEREOF, TAKEN FOR WIDENING OF SKOKIE BOULEVARD AND ALSO EXCEPTING FROM SAID LOTS 11, 12 AND 13 THOSE PARTS TAKEN FOR DEDICATION OF EMERSON STREET AND ALSO EXCEPTING FROM SAID LOTS 13, 14 AND 15 THE WEST 68 FEET OF THE EAST 78 FEET THEREOF) IN PAYNE'S SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I. NUMBER: 10-16-222-011  
10-16-222-012  
10-16-222-013  
10-16-222-014  
10-16-222-015  
10-16-222-016  
10-16-204-011  
10-16-222-019  
10-16-222-020

96896658

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Property of Cook County Clerk's Office

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M&R-REA.TXT/F

Street Address: 9400 Skokie Boulevard  
Skokie, Illinois

This instrument was prepared by  
and after recording return to:

Maureen A. Dowd  
Kirkland & Ellis  
200 E. Randolph  
Chicago, IL 60601

Property of Cook County Clerk's Office

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## EXHIBIT 2 LEGAL DESCRIPTION OF THE THEATRE PARCEL

### PARCEL 1:

THE NORTH 895 FEET OF THAT PART OF THE NORTH EAST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING ON THE EAST LINE OF SAID SECTION, 10 CHAINS SOUTH OF THE NORTH EAST CORNER THEREOF; THENCE SOUTH ON SAID EAST LINE, 20.18 CHAINS TO THE CENTER LINE OF GROSS POINT ROAD; THENCE SOUTH 45 DEGREES WEST ALONG THE CENTER OF SAID ROAD, 3.74 CHAINS; THENCE NORTH 26 DEGREES WEST, 25.77 CHAINS TO A POINT 10 CHAINS SOUTH OF THE NORTH LINE OF SAID SECTION; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SECTION, 14.4 CHAINS TO THE PLACE OF BEGINNING (EXCEPTING FROM SAID NORTH 895 FEET, THE EAST 240 FEET THEREOF AND ALSO THAT PART THEREOF LYING NORTH OF A LINE WHICH IS 373 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 16 IN COOK COUNTY, ILLINOIS.

### PARCEL 2

LOT 7 (EXCEPT THE NORTH 8 FEET 3 5/8THS INCHES THEREOF) AND ALL OF LOTS 8, 9 AND 10, (EXCEPTING FROM SAID LOTS THE EAST 10 FEET THEREOF, TAKEN FOR WIDENING OF SKOKIE BOULEVARD) IN PAYNE'S SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT 3  
LEGAL DESCRIPTION OF THE CAR WASH PARCEL

LOTS 11, 12, 13, 14, 15 AND 16 (EXCEPTING FROM SAID LOTS THE EAST 10 FEET THEREOF, TAKEN FOR WIDENING OF SKOKIE BOULEVARD AND ALSO EXCEPTING FROM SAID LOTS 11, 12 AND 13 THOSE PARTS TAKEN FOR DEDICATION OF EMERSON STREET AND ALSO EXCEPTING FROM SAID LOTS 13, 14 AND 15 THE WEST 68 FEET OF THE EAST 78 FEET THEREOF) IN PAYNE'S SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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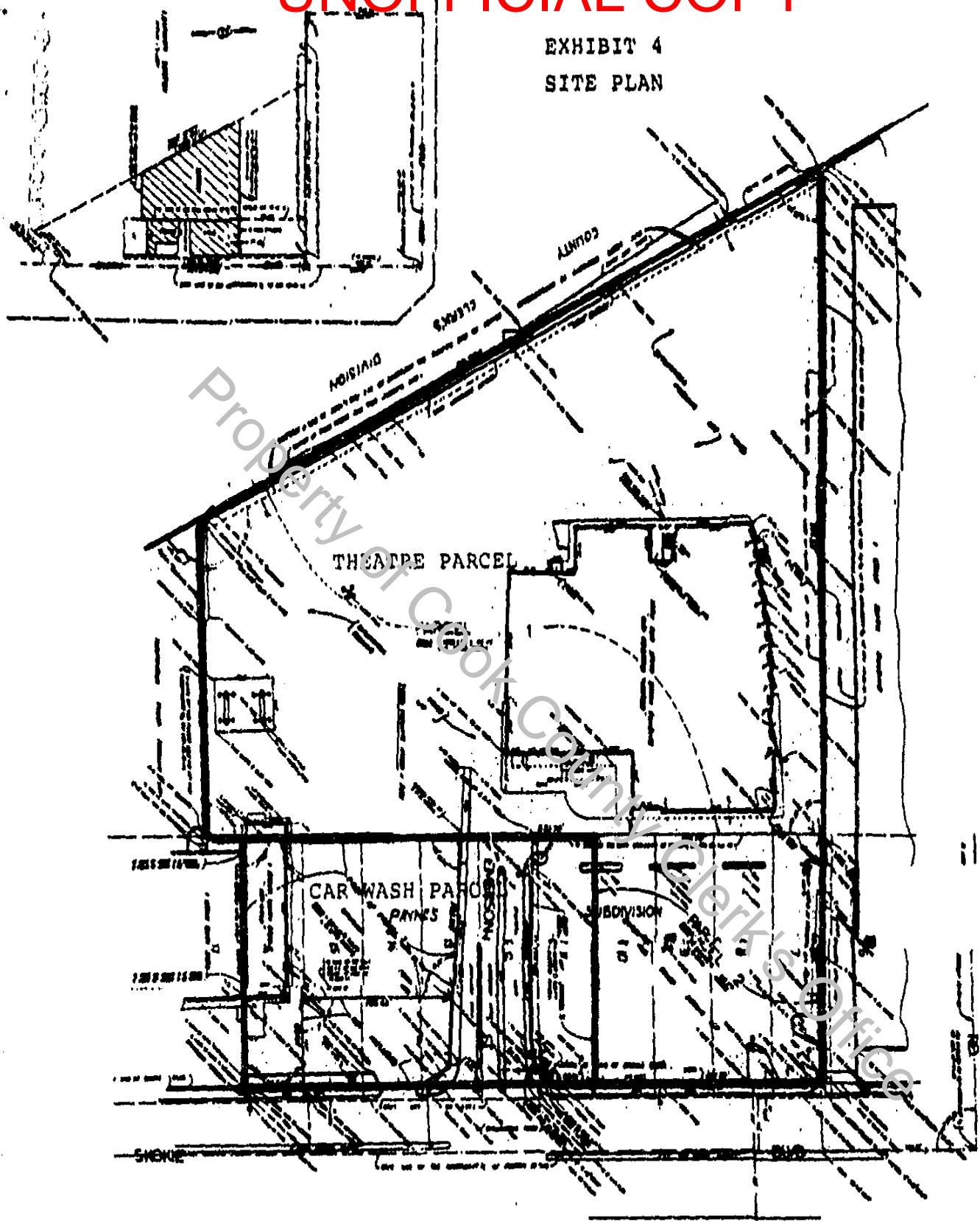
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EXHIBIT 4  
SITE PLAN



96896658

NATIONAL SURVEY SERVICE, INC.  
Dept. of Survey 338 - 22nd St. N.W.

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2025-01-10 10:00 AM