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This instrument prepared by ~~and upon~~
~~recording, return to:~~

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Margery G. Kamin, Esq.
Holleb & Coff
55 East Monroe Street
Suite 4100
Chicago, Illinois 60603

Upon recordation, return to:

- DEPT-01 RECORDING \$59.00
- T#0012 TRAN 6842 09/30/97 10:55:00
- \$5990 + CG *-97-722973
- COOK COUNTY RECORDER

Michael R. Ascler, Esq.
Rudnick & Wolfe
203 North LaSalle Street
Suite 1800
Chicago, Illinois 60601

SECOND AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS AGREEMENT

THIS SECOND AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS AGREEMENT ("Second Amendment") is made and entered into as of the 23rd day of ~~June~~ ^{July} ~~September~~, 1997, by and between WESTCOAST ESTATES, a California general partnership, as successor-in-interest to Homart Development Co. (together with its successors and assigns, "Developer"), and CITIBANK, F.S.B., formerly known as Citibank Federal Savings Bank, a federal savings bank, as successor-in-interest to First Federal Savings and Loan Association of Chicago hereinafter sometimes referred to as "Citibank").

RECITALS:

WHEREAS, Developer is the fee simple title owner of that certain real estate situated in Northbrook, Illinois and legally described in Exhibit A attached hereto and made a part hereof by this reference ("Developer's Property"), which, together with certain adjoining properties,

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BOX 333-011

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is improved with a regional shopping center containing an enclosed air conditioned mall ("Shopping Center");

WHEREAS, Citibank is the fee simple title owner of that certain real estate situated in Northbrook, Illinois and legally described in Exhibit B attached hereto and made a part hereof by this reference ("Parcel A");

WHEREAS, Parcel A is comprised of two subparcels referenced herein as "Parcel A-1" (also known as the "Firststar Parcel") and legally described on Exhibit C hereof and "Parcel A-2" legally described on Exhibit D attached hereto and made a part hereof;

WHEREAS, Homart Development Co., as the predecessor-in-interest to Developer, and First Federal Savings and Loan Association of Chicago, as the predecessor-in-interest to Citibank, entered into that certain Covenants, Conditions and Restrictions Agreement dated as of June 30, 1976 and recorded on December 15, 1976 as Document Number 23748426 (hereinafter referred to as the "CCR Agreement"), which CCR Agreement was amended pursuant to that certain First Amendment to Covenants, Conditions and Restrictions Agreement Including Right of First Refusal dated as of May 31, 1995, and recorded on March 14, 1996 as Document 96197800 (hereinafter referred to as the "First Amendment") entered into between Developer and Citibank;

WHEREAS, Developer and Citibank desire to further amend the CCR Agreement upon the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby

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agree as follows:

1. Recitals.

The foregoing recitals are incorporated into and made a material part of this Second Amendment by this reference.

2. Defined Terms.

As of the date hereof, all references in the CCR Agreement and this Second Amendment to "Purchaser" shall be deemed to refer to Citibank and/or to any other Owner (as hereinafter defined). As used in this Second Amendment, "Owner" shall mean any owner, other than Citibank, of fee simple title to Parcel A or any portion thereof. Unless otherwise defined herein, all defined terms shall have the meaning assigned to them in the CCR Agreement.

3. Termination of the First Amendment.

Effective as of the date of this Second Amendment, the First Amendment shall be deemed to be released, cancelled and terminated and of no further force or effect whatsoever and Parcel A, and each portion thereof, shall be held free and clear of the First Amendment.

4. Signs. The first sentence of Paragraph 1(c) is hereby deleted and replaced with the following:

"Purchaser or occupant of all or any portion of Parcel A shall be permitted to have signs (including, without limitation, monument signs) subject to Developer's approval as to size, style and quality and subject to the limitation of applicable law (including obtaining all permits necessary for the installation of such signs) at its own cost and expense; provided that any monument signs on any portion of Parcel A-1 must, unless waived by Developer, include the phrase "at Northbrook Court" or whichever designation Developer is then using for the Shopping Center and be consistent in design with the monument signage of the Shopping Center located on Developer's Property."

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5. Vacant Buildings.

The following new subparagraph shall be added to the end of Paragraph 4:

"Notwithstanding anything contained in this Paragraph 4 to the contrary, Developer shall have no right to require Purchaser to raze or remove any building located on Parcel A-1 or Parcel A-2, if within such twelve (12)-month period Purchaser delivers to Developer reasonable evidence that Purchaser of Parcel A-1 or Parcel A-2 has engaged a reputable commercial real estate broker to sell or lease Parcel A-1 or Parcel A-2, or that portion of Parcel A-1 or Parcel A-2 on which the subject building is located, as the case may be.

6. Use.

Paragraph 5 is hereby deleted in its entirety and the following is inserted in its place:

"Parcel A may from time to time be occupied or used for those purposes or uses set forth in Exhibit IV attached hereto and made part hereof by this reference, and for no other purpose or use. Notwithstanding anything contained herein to the contrary, either Parcel A-1 or Parcel A-2 may from time to time be used for the retail sale of audio and video equipment and related products, but such use may not occur simultaneously on both parcels. The preceding use restrictions set forth herein affecting Parcel A and its subparcels, Parcel A-1 and Parcel A-2 shall be deemed released, cancelled and terminated and of no further force or effect beginning July 1, 2016. Nothing contained in this Paragraph 5 shall preclude Citibank from further restricting the uses or purposes for which Parcel A-1, Parcel A-2 or any portion thereof may be occupied or used, and upon Citibank causing a declaration, restriction by deed or other instrument to be recorded against title to Parcel A or such portion, as the case may be, Parcel A or such portion as the case may be, shall be subject to such further restrictions. In the event Parcel A-1 and Parcel A-2 are combined for one purpose, any building located on the combined parcels shall be situated and designed as to reasonably minimize the building's impact on the Shopping Center's visibility from Lake Cook Road for traffic heading east including, but not limited to, locating any such building as far west on Parcel A as may be

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permissible under applicable zoning regulations and other governmental rules and regulations.

7. The following shall be added immediately following Paragraph 16 of the CCR

Agreement:

"17. Right of First Refusal.

In the event at any time Purchaser shall desire to sell all or any portion of Parcel A, Purchaser shall notify Developer in writing thirty (30) days prior to its intention to market Parcel A or a portion thereof, and prior to the execution and delivery of a letter of intent with a prospective purchaser. If Purchaser receives a bona fide offer ("Offer") to purchase all or any portion of Parcel A, as applicable on terms and conditions acceptable to Purchaser, such Purchaser shall provide Developer with written notice of the Offer, which notice shall include a copy of said Offer and, if available, a letter of intent. Developer shall have ten (10) business days after delivery of the notice to notify Purchaser in writing of its election to purchase all or such portion of Parcel A, as applicable, upon the terms set forth in the Offer. If Developer fails to respond within such ten (10) day period, Developer shall be deemed to have elected not to exercise its Right of First Refusal on said Offer. If Developer elects to purchase all or such portion of Parcel A, Developer and Purchaser shall use best efforts to enter into a contract to purchase all or such portion of Parcel A within thirty (30) days after Purchaser has exercised said right of offer and Developer has accepted such exercise. Such contract to purchase shall contain any additional terms and conditions acceptable to both Purchaser and Developer. In the event that Developer fails to so notify Purchaser that Developer wishes to purchase Parcel A or a portion thereof within such ten (10) day period or notifies Purchaser that it does not elect to purchase all or such portion of Parcel A covered by the Offer, or if the parties, after using best efforts to enter into such contract to purchase within said thirty (30) day period, are unable to agree as to the additional terms and conditions to be included in such contract to purchase within said thirty (30) day period, then Purchaser may sell Parcel A or such portion thereof contained in the Offer to a third party. In the event that the Purchaser does not sell Parcel A to a third party, all of the rights and obligations of Developer under this paragraph shall be reinstated. The rights and obligations of Developer hereunder shall be ongoing and shall

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continue to bind Parcel A, and any portion thereof, with respect to every subsequent bona fide offer. Notwithstanding anything contained herein to the contrary, the right of first refusal hereunder shall not apply to any sale by Citibank of Parcel A-1 to a prospective purchaser for a purchase price of greater than One Million and 00/100 Dollars (\$1,000,000.00).

8. Notices.

The addresses set forth in Paragraph 14 of the CCR Agreement are hereby deleted in their entirety and replaced with the following addresses:

If to Developer: Westcoast Estates
c/o Grosvenor International (Atlantic) Ltd.
Suite 1050
1701 Pennsylvania Avenue, NW
Washington, D.C. 20006
Attention: Northbrook Court Asset Manager

With a copy to: Holch & Coff
55 East Monroe Street
Suite 4107
Chicago, Illinois 60603
Attention: Allen P. Lev, Esq.

If to Citibank: Citibank, FSB
Corporate Realty Services
One Sansome Street
San Francisco, CA 94104
Attention: David C. Cumming, Director of Real Estate

With copies to: Real Estate and Infrastructure
Legal Division - Citicorp
599 Lexington Avenue
New York, New York 10043
Attention: General Counsel

9. Counterparts.

This Second Amendment may be executed in counterparts, all of which shall constitute the same agreement.

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10. Effects of Second Amendment.

Except as herein amended or modified, the CCR Agreement shall remain in full force and effect in accordance with its terms.

11. Conflict.

In the event of any conflict between the terms of this Second Amendment and the terms of the CCR Agreement, the terms of the Second Amendment shall govern.

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This Second Amendment is executed as of the day and year first above written.

DEVELOPER:

WESTCOAST ESTATES, a California
general partnership

By: Grosvenor International
(Westcoast Estates) Limited,
a California corporation,
its general partner

By: _____

Its: _____

By: _____

Its: _____

CITIBANK:

CITIBANK, F.S.B., a federal savings bank

CITICORP NORTH AMERICA, INC.
CORPORATE REALTY SERVICES, AGENT FOR CITIBANK

By: _____

Its: _____

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District of Columbia, ss:

I, Geoffrey Nesbitt, a notary public and for the District of Columbia, DO HEREBY CERTIFY that John Flann and Cheri Hall being the President and Assistant Secretary, respectively of GROSVENOR INTERNATIONAL (WESTCOAST ESTATES LIMITED), a California corporation, which corporation is the general partner of WESTCOAST ESTATES, a California general partnership, and the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and Asst. Secy, they have signed and delivered the said instrument, pursuant to authority, as their free and voluntary act and as the free and voluntary act and deed of said company on behalf of said partnership as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22nd day of September, 1997.

Geoffrey Nesbitt
Notary Public

GEOFFREY R. NESBITT
NOTARY PUBLIC DISTRICT OF COLUMBIA
MY COMMISSION EXPIRES
JANUARY 31, 1999

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GEORGE R. HERRICK
CLERK OF THE DISTRICT OF COLUMBIA
MY COMM. EXPIRES
6/1/1964

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Lillian L. Shephard, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that FREDERICK E. HANNA, being the VICE PRESIDENT of CITIBANK, F.S.B., a federal savings bank, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____ (X)he has signed and delivered the said instrument, pursuant to authority, as [his] ~~her~~ free and voluntary act and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25th day of July, 1997.

Lillian L. Shephard
Notary Public

My Commission Expires:

November 6, 1999



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EXHIBIT A

Developer's Property

PARCEL 1:

THAT PART OF THE NORTH EAST 1/4 AND THE NORTH WEST 1/4 OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH EAST CORNER OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 12; THENCE NORTH 89 DEGREES, 54 MINUTES, 08 SECONDS WEST, A DISTANCE OF 139.24 FEET; THENCE NORTH 00 DEGREES, 03 MINUTES, 18 SECONDS EAST, A DISTANCE OF 66.51 FEET; THENCE NORTH 13 DEGREES, 03 MINUTES, 18 SECONDS EAST, A DISTANCE OF 275.64 FEET; THENCE NORTH 17 DEGREES, 03 MINUTES, 18 SECONDS EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 72 DEGREES, 56 MINUTES, 42 SECONDS EAST, A DISTANCE OF 222.59 FEET; THENCE NORTH 70 DEGREES, 07 MINUTES, 07 SECONDS EAST, A DISTANCE OF 84.18 FEET; THENCE NORTH 17 DEGREES, 03 MINUTES, 18 SECONDS EAST, A DISTANCE OF 324.00 FEET; THENCE NORTH 29 DEGREES, 56 MINUTES, 42 SECONDS WEST, A DISTANCE OF 78.57 FEET; THENCE NORTH 72 DEGREES, 56 MINUTES, 42 SECONDS WEST, A DISTANCE OF 222.80 FEET; THENCE NORTH 42 DEGREES, 59 MINUTES, 29 SECONDS WEST, A DISTANCE OF 68.10 FEET; THENCE NORTH 72 DEGREES, 56 MINUTES, 42 SECONDS WEST A DISTANCE OF 355.56 FEET; THENCE SOUTH 17 DEGREES, 03 MINUTES, 18 SECONDS WEST A DISTANCE OF 35.50 FEET; THENCE NORTH 72 DEGREES, 56 MINUTES, 42 SECONDS WEST A DISTANCE OF 288.74 FEET; THENCE SOUTH 65 DEGREES, 29 MINUTES, 25 SECONDS WESTERLY 60.30 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTH WEST, AND HAVING A RADIUS OF 225.00 FEET; THENCE NORTH 72 DEGREES, 51 MINUTES, 54 SECONDS WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 72 DEGREES, 56 MINUTES, 42 SECONDS WEST, A DISTANCE OF 65.97 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY 104.72 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE WEST, AND HAVING A RADIUS OF 600.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES, 03 MINUTES, 18 SECONDS EAST, A DISTANCE OF 142.73 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF LAKE-COOK ROAD AS WIDENED PER DOCUMENT NUMBER 23033339; THENCE SOUTH 87 DEGREES, 38 MINUTES, 42 SECONDS EAST A DISTANCE OF 2.95 FEET TO AN ANGLE POINT; THENCE SOUTH 89 DEGREES, 56 MINUTES, 08 SECONDS EAST ALONG SAID SOUTH LINE OF LAKE-COOK ROAD, A DISTANCE OF 272.75 FEET; THENCE SOUTH 00 DEGREES, 03 MINUTES, 18 SECONDS WEST A DISTANCE OF 197.99 FEET; THENCE SOUTH 86 DEGREES, 30 MINUTES, 25 SECONDS EAST A DISTANCE OF 114.30 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 157.25 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTH EAST AND HAVING A RADIUS OF 170.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 40 DEGREES, 29 MINUTES, 27 SECONDS EAST A DISTANCE OF 98.00 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 89.45 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTH WEST AND HAVING A RADIUS OF 146.50 FEET TO A POINT; THENCE NORTH 00 DEGREES, 03 MINUTES, 08 SECONDS EAST A DISTANCE OF 24.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF LAKE-COOK ROAD AS WIDENED PER DOCUMENT NUMBER 23033339; THENCE SOUTH 89 DEGREES, 56 MINUTES, 42 SECONDS EAST ALONG SAID SOUTH LINE OF DISTANCE OF 259.38 FEET TO AN ANGLE POINT; THENCE NORTH 88 DEGREES, 23 MINUTES, 57 SECONDS, EAST ALONG SAID SOUTH LINE OF LAKE-COOK ROAD AS WIDENED, A DISTANCE OF

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799.97 FEET TO AN ANGLE POINT; THENCE SOUTH 89 DEGREES, 56 MINUTES, 42 SECONDS EAST A DISTANCE OF 702.31; THENCE SOUTH 23 DEGREES, 03 MINUTES, 18 SECONDS WEST, A DISTANCE OF 192.78 FEET; THENCE SOUTH 57 DEGREES, 03 MINUTES, 18 SECONDS WEST, A DISTANCE OF 175.44 FEET; THENCE NORTH 89 DEGREES, 56 MINUTES, 42 SECONDS WEST, A DISTANCE OF 58.87 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY 45.32 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTH EAST, AND HAVING A RADIUS OF 55.00 FEET TO A POINT OF TANGENCY; THENCE SOUTH 60 DEGREES, 16 MINUTES, 53 SECONDS WEST, A DISTANCE OF 134.84 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 71.49 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTH WEST, AND HAVING A RADIUS OF 52.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 40 DEGREES, 56 MINUTES, 42 SECONDS WEST, A DISTANCE OF 21.29 FEET; THENCE NORTH 81 DEGREES, 56 MINUTES, 42 SECONDS WEST A DISTANCE OF 22.64 FEET; THENCE SOUTH 57 DEGREES, 03 MINUTES, 18 SECONDS WEST, A DISTANCE OF 105.00 FEET; THENCE SOUTH 12 DEGREES, 03 MINUTES, 18 SECONDS WEST, A DISTANCE OF 14.14 FEET; THENCE SOUTH 57 DEGREES, 03 MINUTES, 18 SECONDS WEST, A DISTANCE OF 120.00 FEET; THENCE NORTH 77 DEGREES, 56 MINUTES, 42 SECONDS WEST A DISTANCE OF 14.14 FEET; THENCE SOUTH 57 DEGREES, 03 MINUTES, 18 SECONDS WEST, A DISTANCE OF 49.35 FEET; THENCE SOUTH 16 DEGREES, 27 MINUTES, 41 SECONDS EAST, A DISTANCE OF 27.11 FEET; THENCE SOUTH 32 DEGREES, 56 MINUTES, 42 SECONDS EAST, A DISTANCE OF 320.00 FEET; THENCE NORTH 57 DEGREES, 03 MINUTES, 18 SECONDS EAST, A DISTANCE OF 327.04 FEET; THENCE SOUTH 32 DEGREES, 56 MINUTES, 42 SECONDS EAST, A DISTANCE OF 274.92 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY 196.80 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTH EAST, AND HAVING A RADIUS OF 378.00 FEET; THENCE SOUTH 60 DEGREES, 13 MINUTES, 52 SECONDS EAST, A DISTANCE OF 44.00 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY 55.80 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTH EAST, AND HAVING A RADIUS OF 422.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 22 DEGREES, 11 MINUTES, 35 SECONDS EAST, A DISTANCE OF 75.13 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY 257.64 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE EAST, AND HAVING A RADIUS OF 322.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 23 DEGREES, 39 MINUTES, 12 SECONDS WEST, A DISTANCE OF 107.53 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 80.00 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTH EAST, AND HAVING A RADIUS OF 322.00 FEET TO A POINT OF REVERSE CURVE; THENCE NORTH 36.44 FEET, ALONG THE ARC OF A CIRCLE, CONVEX TO THE WEST, AND HAVING A RADIUS OF 34.26 FEET TO A POINT OF TANGENCY; THENCE NORTH 23 DEGREES, 03 MINUTES, 18 SECONDS EAST A DISTANCE OF 93.92 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY 109.44 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTH WEST, AND HAVING A RADIUS OF 150.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF LAKE-COOK ROAD AS WIDENED AS PER DOCUMENT NUMBER 23713812; THENCE SOUTH 89 DEGREES, 56 MINUTES, 42 SECONDS EAST ALONG SAID SOUTH LINE, A DISTANCE OF 40.00 FEET; THENCE SOUTH 25 DEGREES, 13 MINUTES, 49 SECONDS WEST, A DISTANCE OF 46.99 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY 75.15 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTH WEST AND HAVING A RADIUS OF 103.00 FEET TO A POINT OF TANGENCY; THENCE SOUTH 23 DEGREES, 03 MINUTES, 18 SECONDS WEST, A DISTANCE OF 23.92 FEET TO A POINT; THENCE SOUTH 51 DEGREES, 19 MINUTES, 08 SECONDS EAST A DISTANCE OF 18.82 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY 143.05 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTH EAST, AND HAVING A RADIUS OF 467.00 FEET TO A POINT; THENCE SOUTH 53 DEGREES, 09 MINUTES, 43 SECONDS WEST A DISTANCE OF 47.07 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY AND SOUTHWESTERLY 406.43 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE EAST, AND HAVING A RADIUS OF 420.00 FEET TO A POINT OF TANGENCY; THENCE SOUTH 22 DEGREES, 01 MINUTE, 10 SECONDS WEST, A DISTANCE OF 240.30 FEET TO A POINT; THENCE SOUTH 89 DEGREES, 54 MINUTES, 25 SECONDS EAST ALONG A LINE 366.00 FEET (MEASURED AT RIGHT ANGLES) NORTH OF AND PARALLEL WITH THE SOUTH LINE OF

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THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 3 A DISTANCE OF 715.19 FEET TO A POINT OF INTERSECTION WITH A LINE 50.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTH EAST 1/4 OF SECTION 3, ALSO BEING THE WEST LINE OF LEE ROAD AS PER DOCUMENT NUMBER 23113812; THENCE SOUTH 00 DEGREES, 05 MINUTES, 06 SECONDS EAST A DISTANCE OF 66.00 FEET ALONG SAID LINES TO A POINT OF INTERSECTION WITH A LINE 300.00 FEET NORTH AND PARALLEL WITH THE SOUTH LINE OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 3; THENCE NORTH 89 DEGREES, 54 MINUTES, 25 SECONDS WEST ALONG SAID NORTH LINE A DISTANCE OF 747.57 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY 72.62 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTH EAST, AND HAVING A RADIUS OF 100.00 FEET TO A POINT OF TANGENCY, THENCE SOUTH 82 DEGREES, 11 MINUTES, 15 SECONDS WEST, A DISTANCE OF 12.47 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 407.32 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTH WEST, AND HAVING A RADIUS OF 900.00 FEET TO A POINT OF TANGENCY; THENCE SOUTH 56 DEGREES, 15 MINUTES, 26 SECONDS WEST, A DISTANCE OF 7.72 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 138.42 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTH WEST AND HAVING A RADIUS OF 150.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 3; THENCE SOUTH 89 DEGREES, 54 MINUTES, 25 SECONDS EAST ALONG SAID SOUTH LINE A DISTANCE OF 0.24 FEET TO THE SOUTH WEST CORNER OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 3 AFORESAID THENCE SOUTH 00 DEGREES, 10 MINUTES, 24 SECONDS WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 3 AFORESAID, 1239.85 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY LINE OF ILLINOIS TRI-STATE TOLL ROAD; THENCE SOUTH 81 DEGREES, 46 MINUTES, 45 SECONDS WEST ALONG SAID NORTHERLY LINE A DISTANCE OF 1248.03 FEET TO A POINT OF INTERSECTION WITH THE EAST AND WEST CENTER LINE OF SAID SECTION 3; THENCE NORTH 89 DEGREES, 51 MINUTES, 43 SECONDS WEST ALONG SAID CENTER LINE, A DISTANCE OF 35.33 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 3; THENCE NORTH 00 DEGREES, 25 MINUTES, 25 SECONDS EAST A DISTANCE OF 419.16 FEET; THENCE SOUTH 89 DEGREES, 34 MINUTES, 04 SECONDS EAST A DISTANCE OF 28.00 FEET; THENCE NORTH 66 DEGREES, 13 MINUTES, 30 SECONDS EAST, A DISTANCE OF 302.14 FEET; THENCE DUE EAST A DISTANCE OF 76.95 FEET; THENCE SOUTH 62 DEGREES, 57 MINUTES, 44 SECONDS EAST A DISTANCE OF 140.80 FEET; THENCE NORTH 20 DEGREES, 25 MINUTES, 15 SECONDS EAST A DISTANCE OF 175.96 FEET; THENCE NORTH 09 DEGREES, 22 MINUTES, 00 SECONDS WEST A DISTANCE OF 203.71 FEET; THENCE NORTH 39 DEGREES, 13 MINUTES, 32 SECONDS WEST, A DISTANCE OF 116.47 FEET; THENCE SOUTH 59 DEGREES, 47 MINUTES, 55 SECONDS WEST A DISTANCE OF 56.22 FEET; THENCE NORTH 30 DEGREES, 12 MINUTES, 04 SECONDS WEST A DISTANCE OF 61.41 FEET; THENCE NORTH 00 DEGREES, 03 MINUTES, 18 SECONDS EAST, A DISTANCE OF 5.00 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 102.10 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTH EAST, AND HAVING A RADIUS OF 65.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES, 56 MINUTES, 42 SECONDS WEST, A DISTANCE OF 170.95 FEET; THENCE NORTH 49 DEGREES, 56 MINUTES, 26 SECONDS WEST, A DISTANCE OF 207.13 FEET; THENCE NORTH 00 DEGREES, 25 MINUTES, 56 SECONDS EAST, A DISTANCE OF 164.24 FEET TO THE SOUTH EAST CORNER OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 3, BEING ALSO POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN:

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BEGINNING AT THE POINT OF INTERSECTION OF A LINE 395.00 FEET SOUTH (MEASURED AT RIGHT ANGLES AND HEREAFTER REFERRED TO AS LINE "395.00 SOUTH") OF AND PARALLEL WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF THE NORTH EAST 1/4 OF SECTION 3, AFORESAID; AND THE EAST LINE OF THE WEST 370.0 FEET (AS MEASURED ALONG THE NORTH LINE) OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3 AFORESAID; THENCE SOUTH 00 DEGREES, 34 MINUTES, 57 SECONDS WEST ALONG SAID PARALLEL LINE 309.45 FEET TO A POINT 704.62 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 3 AFORESAID; THENCE SOUTH 89 DEGREES, 54 MINUTES, 08 SECONDS EAST 1/4 OF SECTION 3 AFORESAID 236.84 FEET; THENCE NORTH 01 DEGREE, 04 MINUTES 23 SECONDS EAST 96.25 FEET TO A POINT IN AN ARC OF A CIRCLE CONVEX WESTERLY, HAVING A RADIUS OF 275.00 FEET AND WHOSE CENTER IS LOCATED 606.40 FEET (MEASURED AT RIGHT ANGLES) SOUTH OF THE WESTERLY EXTENSION OF THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 3 AFORESAID AND 3073.00 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 3 AFORESAID AS MEASURED ALONG SAID NORTH LINE AND ITS WESTERLY EXTENSION; THENCE NORTHERLY ALONG SAID ARC FOR A DISTANCE OF 195.43 FEET TO AN INTERSECTION OF ANOTHER ARC; THENCE WESTERLY ALONG SAID ARC, CONVEX SOUTHERLY AND HAVING A RADIUS OF 25.0 FEET FOR A DISTANCE OF 35.10 FEET TO A POINT OF TANGENCY; THENCE NORTH 53 DEGREES, 34 MINUTES, 32 SECONDS WEST 19.94 FEET TO A POINT OF CURVE THENCE NORTHWESTERLY ALONG AN ARC OF A CIRCLE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 125.0 FEET AND A CENTRAL ANGLE OF 36 DEGREES, 22 MINUTES, 10 SECONDS FOR A DISTANCE OF 79.31 FEET TO A POINT OF TANGENCY WITH LINE "395.00 SOUTH" HEREBEFORE DESCRIBED; THENCE NORTH 49 DEGREES, 56 MINUTES, 42 SECONDS WEST ALONG SAID LINE 181.87 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE NORTH EAST 1/4 AND THE NORTH WEST 1/4 OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH EAST CORNER OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 12; THENCE NORTH 81 DEGREES, 54 MINUTES, 08 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SAID SECTION 3, A DISTANCE OF 139.24 FEET; THENCE NORTH 00 DEGREES, 03 MINUTES, 18 SECONDS EAST, A DISTANCE OF 66.51 FEET; THENCE NORTH 13 DEGREES, 03 MINUTES, 18 SECONDS EAST A DISTANCE OF 275.64 FEET; THENCE NORTH 27 DEGREES, 03 MINUTES, 28 SECONDS EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 72 DEGREES, 56 MINUTES, 42 SECONDS EAST, A DISTANCE OF 222.59 FEET; THENCE NORTH 70 DEGREES, 07 MINUTES, 07 SECONDS EAST, A DISTANCE OF 84.18 FEET; THENCE NORTH 17 DEGREES, 03 MINUTES, 18 SECONDS EAST, A DISTANCE OF 324.00 FEET; THENCE NORTH 29 DEGREES, 56 MINUTES, 42 SECONDS WEST, A DISTANCE OF 78.57 FEET; THENCE NORTH 72 DEGREES, 56 MINUTES, 42 SECONDS WEST, A DISTANCE OF 124.80 FEET; THENCE NORTH 42 DEGREES, 59 MINUTES, 29 SECONDS WEST, A DISTANCE OF 68.10 FEET; THENCE NORTH 72 DEGREES, 56 MINUTES, 42 SECONDS WEST A DISTANCE OF 235.56 FEET; THENCE SOUTH 17 DEGREES, 03 MINUTES, 18 SECONDS WEST A DISTANCE OF 35.50 FEET; THENCE NORTH 72 DEGREES, 56 MINUTES, 42 SECONDS WEST A DISTANCE OF 288.74 FEET; THENCE SOUTH 65 DEGREES, 29 MINUTES, 25 SECONDS WEST A DISTANCE OF 28.40 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 60.30 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTH WEST, AND HAVING A RADIUS OF 225.00 FEET; THENCE NORTH 39 DEGREES, 51 MINUTES, 54 SECONDS WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 9 DEGREES, 56 MINUTES, 42 SECONDS WEST, A DISTANCE OF 65.97 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY 104.72 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE WEST, AND HAVING A RADIUS OF 600.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 00

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DEGREES, 03 MINUTES, 18 SECONDS EAST, A DISTANCE OF 142.73 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF LAKE-COOK ROAD AS WIDENED PER DOCUMENT NUMBER 23033339; THENCE SOUTH 87 DEGREES, 38 MINUTES, 42 SECONDS EAST A DISTANCE OF 2.95 FEET TO AN ANGLE POINT; THENCE SOUTH 89 DEGREES, 56 MINUTES, 08 SECONDS EAST ALONG SAID SOUTH LINE OF LAKE-COOK ROAD, A DISTANCE OF 273.75 FEET TO THE POINT OF BEGINNING THENCE SOUTH 00 DEGREES, 03 MINUTES, 18 SECONDS WEST A DISTANCE OF 197.99 FEET; THENCE SOUTH 86 DEGREES, 30 MINUTES, 35 SECONDS EAST A DISTANCE OF 114.30 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 157.25 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTH EAST AND HAVING A RADIUS OF 170.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 40 DEGREES, 29 MINUTES, 27 SECONDS EAST A DISTANCE OF 98.00 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 89.45 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTH WEST AND HAVING A RADIUS OF 146.50 FEET TO A POINT; THENCE NORTH 00 DEGREES, 03 MINUTES, 08 SECONDS EAST A DISTANCE OF 24.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF LAKE-COOK ROAD AS WIDENED PER DOCUMENT NUMBER 23033339; THENCE WEST ALONG THE SOUTH LINE OF LAKE-COOK ROAD AS WIDENED PER DOCUMENT NUMBER 23033339 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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- P. I. N. : 04-03-101-010
- 04-03-101-011
- 04-03-101-012
- 04-03-101-017
- 04-03-200-007
- 04-03-200-010
- 04-03-200-011
- 04-03-200-014
- 04-03-200-016
- 04-03-200-020

Address of Property: _____

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EXHIBIT B

PARCEL A

Lots 1 and 2 of Northbrook Court Subdivision No. 1 being a subdivision of the Northwest 1/4 of Section 3, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County Illinois, according to the Plat thereof recorded December 7, 1976 as Document No. 23738085

Property of Cook County Clerk's Office

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EXHIBIT C

PARCEL A-1

(FIRSTAR PARCEL)

Lot 2 of Northbrook Court Subdivision No. 1 being a subdivision of the Northwest 1/4 of Section 3, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County Illinois, according to the Plat thereof recorded December 7, 1976 as Document No. 23738085

Property of Cook County Clerk's Office

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EXHIBIT D

PARCEL A-2

Lot 1 of Northbrook Court Subdivision No. 1 being a subdivision of the Northwest 1/4 of Section 3, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County Illinois, according to the Plat thereof recorded December 7, 1976 as Document No. 23738085

Property of Cook County Clerk's Office

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EXHIBIT IV

Permitted Uses

1. Banking and/or financial services facility with a drive-in and other related activities, including, but not limited to, any consumer banking institution, stock brokerage company or other financial planning company which, among other things, accepts deposits from customers, provides stock brokerage, mortgage brokerage and/or financial planning services.
2. General Offices
3. Medical Offices
4. "First-class" sit-down restaurant; provided that: (i) any such Restaurant shall be in harmony with the first class development and operation of the Shopping Center, (ii) no such Restaurant shall include any drive-through facilities or utilize more than fifteen (15%) of its service area as a "Bar" (as defined below), and (iii) if such Restaurant is not specifically listed in this Exhibit IV, Developer has approved in writing any Restaurant to be located from time to time on Parcel A, which approval shall not be unreasonably withheld or delays. For purposes hereof, the term "Bar" shall mean any area within a restaurant or other building which primarily services bar patrons or which derives its primary source of revenue from the sale of alcoholic liquor, notwithstanding that a portion of the revenue from said area may be attributable to the sale of food or other items. It is understood and agreed that each of the following restaurants are "first-class" for purposes of this Exhibit IV (provided that there is no material adverse change in the current reputation, character or management of any respective restaurant listed on Exhibit IV), and that any other restaurant having a reputation, character and management consistent with the reputation, character and management of the restaurants hereafter listed shall also be deemed to be a "first-class" restaurant for purposes of Paragraph 3.

California Pizza Kitchen

The Cheesecake Factory

Hamburger Hamlet

Hard Rock Cafe

Lucci's Pasta Facce

Maggiano's Little Italy

Mick's

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EXHIBIT IV (cont'd)

Permitted Uses

Morton's

The Olive Garden

The Pasta House Company

Pizzeria Uno

Planet Hollywood

The Prime Minister

Ravinia Bistro

Ruth's Chris Steakhouse

Shaw's Crab House

The Spaghetti Company

TGI Friday's

Walker Brothers

The Weber Grill Restaurant

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6/15/2014