

TICOR TITLE INSURANCE

N-6570-14 1/1

Property of Cook County Clerk's Office

25

SECOND AMENDMENT (ADD-ON AMENDMENT) TO
DECLARATION OF EASEMENTS AND PROTECTIVE COVENANTS
FOR TOWN SQUARE SHOPPING CENTER

This Amendment is executed by all of the Owners of Record of all of the lots described in Exhibit A-1 attached hereto, and this Amendment has been consented to by the President and Board of Trustees of the Village of Schaumburg pursuant to Resolution R-98-12, (a certified copy of which is attached hereto) passed and approved January 27, 1998, in satisfaction of the requirements of Section 12.02 of the Declaration of Easements and Protective Covenants for Town Square Shopping Center.

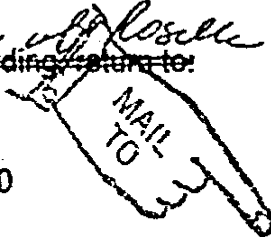
Permanent Index Numbers:

- 07-22-301-046 07-22-301-052
- 07-22-301-047 07-22-301-053
- 07-22-301-048 07-22-301-054
- 07-22-301-049 07-22-301-055
- 07-22-301-050 07-22-301-024
- 07-22-301-051

Southwest corner of Roselle + Schaumburg Rds, Schaumburg

Prepared by and, after recording, return to:

Bruce K. Huvard, Esq.
Cohen, Salk & Huvard, P.C.
630 Dundee Road, Suite 120
Northbrook, Illinois 60062



RETURN TO: Box 15
TICOR TITLE INSURANCE
203 N. LaSALLE, STE. 1400/390
CHICAGO, IL 60601
RE: N-6570-14/M. Owens

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SECOND AMENDMENT (ADD-ON AMENDMENT)
TO
DECLARATION OF EASEMENTS AND PROTECTIVE COVENANTS
FOR TOWN SQUARE SHOPPING CENTER, SCHAUMBURG, ILLINOIS

This Second Amendment to Declaration of Easements and Protective Covenants ("Second Amendment") is made by and among the Village of Schaumburg, Cook County, Illinois (the "Village"), American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated April 25, 1996 and known as Trust No. 5044-AH ("Trust 5044"), The Board of Library Trustees of the Schaumburg Township Public Library District, Cook County, Illinois (the "Library"), Dodi Schaumburg L.L.C., an Illinois limited liability company ("Dodi"), InSite Schaumburg II, L.L.C., an Illinois limited liability company ("InSite") and World Savings Bank, FSB ("WSB").

Recitals

A. The Village, Trust 5044, the Library, Dodi and WSB (sometimes hereinafter collectively referred to as the "Town Square Owners") are the respective owners of various platted lots which together are commonly known as the Town Square Shopping Center, Schaumburg, Illinois, hereinafter referred to as the "Town Square Parcel".

B. The Town Square Parcel is encumbered by a certain Declaration of Easements and Protective Covenants for Town Square Shopping Center recorded in the Cook County Recorder's Office on May 1, 1996 as document 96-328988, as amended by a First Amendment thereto recorded in the Cook County Recorder's Office on May 28, 1997 as document 97-377291 (collectively, the "Declaration"). Any and all capitalized terms, not otherwise defined herein, are given the definitions ascribed to them in the Declaration.

C. InSite is or will be the record owner of a certain parcel (the "InSite Parcel") which is one of the "Adjacent Parcels" as defined in Section 2.01 of the Declaration.

D. Pursuant to Section 2.01 of the Declaration, the Town Square Owners and InSite desire to subject the InSite Parcel to the provisions of the Declaration by this Second Amendment.

NOW, THEREFORE, the Town Square Owners and InSite hereby agree as follows:

1. Amended Definition. Section 1.25 of the Declaration is hereby amended in its entirety to read as follows:

PARCEL: Each of the platted lots which are included in the legal description of the Town Square Parcel, together with all improvements thereon and thereto.

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2. **Amended Exhibit A-1.** The exhibit attached to this Second Amendment as "Exhibit A-1" is hereby substituted as Exhibit A-1 to the Declaration. All references throughout the Declaration to "Town Square Parcel" and hereafter in this Second Amendment shall mean the real estate described in the revised Exhibit A-1 attached to this Second Amendment.

3. **Purpose and Interpretation of Second Amendment.** This Second Amendment shall constitute the "Add-on Amendment" contemplated by Section 2.01 of the Declaration and is hereby declared by all of the "Owners" (as defined in the Declaration, as hereby amended) to be valid and effective, notwithstanding any waiting period to the contrary contained in Section 2.01. By executing this Second Amendment, the Town Square Owners and InSite expressly intend that the covenants, conditions, restrictions, easements, reservations, liens, and charges, which are granted, created, reserved or declared by the Declaration, as amended by this Second Amendment, shall be appurtenant to and shall run with and bind the Town Square Parcel for such duration and on such terms and conditions as are set forth in Section 2.03 of the Declaration. InSite, for itself and all subsequent Owners from time to time of the InSite Parcel, hereby assumes the rights, duties and liabilities of an Owner and agrees to be bound by all of the provisions of the Declaration, as hereby amended, including the obligation to pay assessments from the date of this Second Amendment.

4. **Delineation of Common Improvements and Common Improvements Areas on the InSite Parcel.** Any curbs and gutters of portions of the Ring Road which may be located on the InSite Parcel and any walkways or sidewalks adjacent thereto, but outside of the Common Improvements Area, as depicted in Exhibit A to the Declaration, shall be deemed part of the Ring Road, excluding, however, the curbs and gutters located within any entrance driveways for the InSite Parcel. The square footage of the InSite Parcel for purposes of determining the Proportionate Share of the Owner of the InSite Parcel is 30,220 square feet.

5. **Shared Parking; Other Required Improvements.** Without limiting the generality of the covenants, conditions, restrictions, easements, reservations, liens, and charges, which are granted, created, reserved or declared by the Declaration, as amended by this Second Amendment, InSite hereby confirms that each other Owner shall have a non-exclusive easement in the paved parking areas of the InSite Parcel in accordance with and subject to the provisions of Section 3.04 of the Declaration, and the Town Square Owners hereby confirm that InSite shall have a non-exclusive easement in the paved parking areas of the Town Square Parcel in accordance with and subject to the provisions of Section 3.04 of the Declaration. In order to promote the free flow of traffic circulation and the harmonious integration of the InSite Parcel with the remainder of the Town Square Parcel, the following special provisions shall apply.

(a) An efficient traffic circulation pattern for the InSite Parcel and the Parcel known as lot 6 in Town Square Resubdivision (herein, "Lot 6") requires the reservation of

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a path across the paved parking areas on Lot 6, as legally described and depicted on the site plan attached hereto as Exhibit A-2 (hereafter referred to as the "Drive-Through Aisle").

The Owner of the InSite Parcel shall have a non-exclusive easement in, over and across the Drive-Through Aisle for the purpose of (i) circulation and passage of vehicles and parking of vehicles and (ii) installing, constructing, maintaining, repairing and replacing private service extensions, pipelines, conduits, manholes and other attachments, connections and fixtures, required to connect the InSite Parcel to the water distribution system and sanitary sewer system serving the Town Square Parcel. The foregoing easements shall run with the land, be appurtenant to and pass with the title to the InSite Parcel. Such easement rights shall extend to and authorize utilization of such easement for such purposes by any Users of any Building on the InSite Parcel.

(b) The Drive-Through Aisle shall not be blocked or obstructed by the parking, loading or unloading of vehicles. The Owner of the InSite Parcel and the Owner of Lot 6 shall jointly adopt reasonable rules and procedures to ensure the free, safe and efficient flow of pedestrian and vehicular traffic over the Drive-Through Aisle. The Owner of Lot 6, at its expense, shall maintain a smooth, level surface free from obstruction, over the Drive-Through Aisle and shall cause snow to be removed when necessary for safe passage; provided, however, neither the Village nor any subsequent Owner of Lot 6 shall be required to bear the costs of paving the Drive-Through Aisle unless and until the remaining parking areas on Lot 6 are paved. The Owner of the InSite Parcel shall have the option of paving the Drive-Through Aisle and installing its utility connections prior to the time that improvements on Lot 6 are completed, on the following terms and conditions:

- (i) The Owner of the InSite Parcel shall give notice to the Village of its intention to proceed with such work only if final grading and site plans have been approved by the Village. The grading plans, if required by the Village, shall include both Lot 6 and the InSite Parcel, in which event the Owner of the InSite Parcel, at its initial expense, would perform all of the required grading.
- (ii) If the Owner of the InSite Parcel performs such required grading, then, upon the sale of Lot 6 by the Village, the Village shall reimburse the Owner of the InSite Parcel for the portion of the grading costs reasonably attributable to the grading work performed on Lot 6. The final allocation of costs for such grading work shall be determined by the Village Engineer.

(c) The Owner of Lot 6 shall bear all costs of the maintenance, repair and replacement of the Drive-Through Aisle; provided; however, the Owner of the InSite Parcel, at its sole cost, shall make all necessary repairs and restorations to the Drive-Through Aisle following any repairs to the utility service connections, pipes, conduits, etc. underlying the Drive-through Aisle and exclusively serving the improvements located on the InSite Parcel. The Owner of the InSite Parcel shall be responsible for reimbursing the Owner of

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Lot 6 for any of the costs of the maintenance, repair and replacement of the Drive-Through Aisle which may become due and owing as a result of the acts or omissions of any agent, contractor or employee acting by, through or under the Owner of the InSite Parcel.

The Owner of the InSite Parcel shall bear all costs of the maintenance, repair and replacement of the extension of the Drive-Through Aisle onto the InSite Parcel. The Owner of Lot 6 shall be responsible for reimbursing the Owner of the InSite Parcel for any costs of maintenance, repair and replacement of the extension of the Drive-Through Aisle onto the InSite Parcel which may become due and owing as a result of the acts or omissions of any agent, contractor or employee acting by, through or under the Owner of Lot 6.

(d) If either the Owner of Lot 6 or of the InSite Parcel fails to maintain the Drive-Through Aisle or the extension thereof onto the InSite Parcel, as the case may be, in accordance with this Second Amendment, and such failure persists for more than thirty (30) days after written notice from the non-defaulting Owner (or within a shorter period of time if an emergency threatens life or substantial property damage), then the non-defaulting Owner will have the right (but not the duty) to either do one or both of the following: (i) bring one or more suits against the defaulting Owner pursuant to Section 8.05 of the Declaration, as hereby amended, or (ii) perform or cause a contractor to perform, any necessary maintenance, repair or replacement of the Drive-Through Aisle or the extension thereof onto the InSite Parcel, as the case may be.

(e) If either the Owner of Lot 6 or of the InSite Parcel fails to adopt reasonable measures, rules and procedures with respect to the traffic circulation on the Drive-Through Aisle or the extension thereof onto the InSite Parcel and thereby fails to ensure the free, safe and efficient flow of pedestrian and vehicular traffic over such areas, then the non-defaulting Owner will have the right (but not the duty) to either do one or both of the following: (i) bring one or more suits against the defaulting Owner pursuant to Section 8.05 of the Declaration, as hereby amended, or (ii) adopt any reasonable measures required to promote the free, safe and efficient flow of pedestrian and vehicular traffic over such areas.

6. **Exclusive Uses.** Pursuant to Section 3.05A of the Declaration, the Exclusive Uses were reserved to the Food Store Parcel. The Owners agree that the following incidental use of the InSite Parcel is not exclusively reserved to the Food Store Parcel: the sale by the Owner or tenant of the InSite Parcel of food or grocery items for off-premises consumption with no more than 100 square feet of floor area devoted to such use. Exhibit E to the Declaration shall be deemed amended by the foregoing provisions.

7. **Association Matters.** Upon the recording of this Second Amendment, the Voting Member for the InSite Parcel shall be designated by the Owner thereof to the Association by written notice delivered to the Village Manager, Village of Schaumburg, 101 Schaumburg Court, Schaumburg, Illinois, whereupon such Voting Member shall, for all

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purposes, be a Director of the Association entitled to vote and participate in all matters coming before the Board of Directors. The Proportionate Share of each Owner as of the recording of this Second Amendment is set forth on Schedule 1 hereto.

8. **Miscellaneous.** This Second Amendment shall be recorded in the Cook County Recorder's Office immediately following InSite's acquisition of title to the InSite Parcel, provided this Second Amendment has received the consent of any lender then holding a mortgage lien against the InSite Parcel. A certified copy of the resolution of the Village Board of Trustees approving the Second Amendment shall be attached hereto at the time of recording. Except as modified by this Second Amendment, all terms and provisions of the Declaration remain unmodified and in full force and effect. The rights and obligations granted and obtained hereunder shall be for the benefit of and binding upon parties hereto and their respective successors and assigns, from time to time hereafter.

9. **Inclusion of New Common Improvement Areas.** The Common Improvements Area shown on Exhibit A attached to the Declaration is hereby revised to include the area which is legally described on Exhibit A-3 to this Second Amendment and depicted on the plat attached as Exhibit A-4 to this Second Amendment.

10. **Land Trust Exculpation.** This Second Amendment is executed by American National Bank and Trust Company of Chicago, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by American National Bank and Trust Company of Chicago, are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against American National Bank and Trust Company of Chicago by reason of any of the covenants, statements, representations or warranties contained in this Second Amendment. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed, effective as of May 1, 1998.

VILLAGE OF SCHAUMBURG,
Cook County, Illinois

By: _____

[Signature]
Its: Village President

Attest:

By: _____

[Signature]
Its: Village Clerk

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THE BOARD OF LIBRARY TRUSTEES
OF THE SCHAUMBURG TOWNSHIP
PUBLIC LIBRARY DISTRICT, COOK
COUNTY, ILLINOIS

By: Arnold Steubing
Its: Secretary

Attest:

By: Michael Moran
Its: Director

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO, as
Trustee under Trust No. 5044-AH

By: _____
Its: _____

Attest:

By: _____
Its: _____

DODI SCHAUMBURG L.L.C.

By: _____
Its: _____

REC-001-1000000

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THE BOARD OF LIBRARY TRUSTEES
OF THE SCHAUMBURG TOWNSHIP
PUBLIC LIBRARY DISTRICT, COOK
COUNTY, ILLINOIS

By: _____
Its: _____

Attest:

By: _____
Its: _____

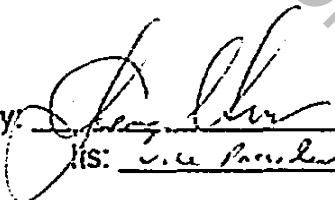
AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO, as
Trustee under Trust No. 5044-AH

By: _____
Its: _____

Attest:

By: _____
Its: _____

DODI SCHAUMBURG L.L.C.

By:  _____
Its: vice President

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1700 JOLLAH ROAD

INSITE SCHAUMBURG II, L.L.C.

By: Robert E. Fosh
Its: Mussler

WORLD SAVINGS BANK, FSB

By: _____
Its: _____

Attest:

By: _____
Its: _____

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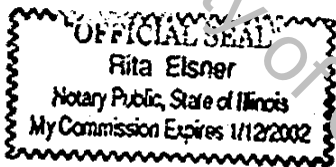
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UNITED STATES GOVERNMENT

STATE OF ILLINOIS)
DuPage) ss.
COOK COUNTY)

I, Rita Elsner, a Notary Public in and for said County and State, do hereby certify that Al Larson and Penny Dietrich, President and Village of Clerk, respectively, of the Village of Schaumburg, an Illinois municipal corporation, personally known to me to be the same persons and officers whose name are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30th day of June, 1998.



Rita Elsner
Notary Public

STATE OF ILLINOIS)
) ss.
COOK COUNTY)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, as _____, Vice President and _____, as _____, Secretary, of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforesaid, a national banking association, personally known to me to be the same persons and officers whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

Given under my hand and official seal, this ___ day of _____, 1998

NOTARY PUBLIC

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Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
)
) ss.
)
COOK COUNTY)

I, _____, a Notary Public in and for said County and State, do hereby certify that Al Larson and Penny Dietrich, President and Village of Clerk, respectively, of the Village of Schaumburg, an Illinois municipal corporation, personally known to me to be the same persons and officers whose name are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said municipal corporation, for the uses and purposes therein set forth.

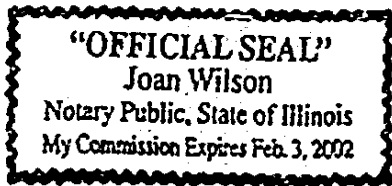
Given under my hand and official seal, this ____ day of _____, 1998.

Notary Public

STATE OF ILLINOIS)
)
) ss.
)
COOK COUNTY)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Annette N. Brusca, as Asst, Vice President and _____, as _____ Secretary, of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforesaid, a national banking association, personally known to me to be the same persons and officers whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

Given under my hand and official seal, this 13th day of MAY, 1998



Joan Wilson
NOTARY PUBLIC

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STATE OF ILLINOIS)
) ss.
COOK COUNTY)

Robert Frankel

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ~~Robert B. Lyons~~, President, and Harold G. Sterling, ~~Clerk~~, of The Board of Library Trustees of the Schaumburg Township Public Library District, Cook County, Illinois, personally known to me to be the same persons and officers whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said library district, for the uses and purposes therein set forth.

Secretary

Given under my hand and official seal, this 20~~th~~ day of May, 1998



Martha A. Cordt
NOTARY PUBLIC

STATE OF ILLINOIS)
) ss.
COOK COUNTY)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, Member (Manager) of Dodi Schaumburg L.L.C., an Illinois limited liability company, personally known to me to be the same persons and officers whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and official seal, this ___ day of _____, 1998

NOTARY PUBLIC

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UNRECORDED

STATE OF ILLINOIS)
)
) SS.
COOK COUNTY)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert B. Lyons, President, and Harold G. Sterling, Clerk, of The Board of Library Trustees of the Schaumburg Township Public Library District, Cook County, Illinois, personally known to me to be the same persons and officers whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said library district, for the uses and purposes therein set forth.

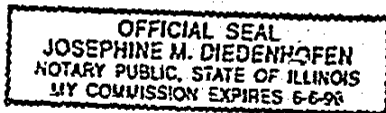
Given under my hand and official seal, this ___ day of _____, 1998

NOTARY PUBLIC

STATE OF ILLINOIS)
)
) SS.
COOK COUNTY)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that George F. ..., Member (Manager) of Dcdi Schaumburg L.L.C., an Illinois limited liability company, personally known to me to be the same persons and officers whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 12th day of May, 1998



Josephine M. Diederichsen
NOTARY PUBLIC

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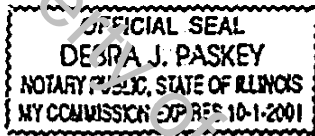
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UNITED STATES GOVERNMENT

STATE OF ILLINOIS)
)
) ss.
COOK COUNTY)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robin Eden Rauh, Member (Manager) of InSite Schaumburg L.L.C., an Illinois limited liability company, personally known to me to be the same persons and officers whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18th day of April, 1998



Desra J. Paskey
NOTARY PUBLIC

STATE OF CALIFORNIA)
)
) ss.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, as _____, Vice President and _____, as _____, Secretary, of WORLD SAVINGS BANK, FSB, personally known to me to be the same persons and officers whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

Given under my hand and official seal, this ___ day of _____, 1998

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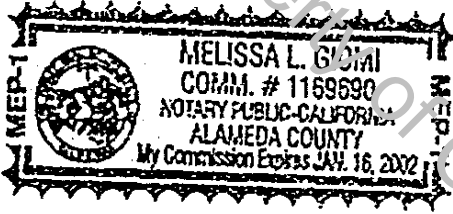
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF California
COUNTY OF Alameda } SS.

On 7/9/98 before me, the undersigned, a Notary Public in and for said State personally appeared Scott H Schultz
Name(s) of Signer(s)

Personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal.

Melissa L. Giomi
Signature of Notary

Melissa L. Giomi
Name (Typed or Printed)

(This area for official notarial seal)

Capacity Claimed by Signer

Description of Attached Document

Individual(s)
 Corporate Officer(s) - Title(s) Senior Vice President

This certificate must be attached to the document described below.

Title or type of document 2nd Amendment to Decl. of Assamts + Protective Covenants for Town Sq. S.C., Schaumburg, IL.
Number of Pages 15 pages

Date of Document 5-1-98

Signer(s) Other than Named Above N/A

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Guardian/Conservator
 Other: _____

ATTENTION NOTARY

Although the information requested above is optional, it could prevent fraudulent attachment of this certificate to another document.

Signer is Representing:
Name of person(s) or Entity(ies)

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SCHEDULE 1 TO SECOND AMENDMENT

Owner's Proportionate Shares

<u>Owner</u>	<u>Lot</u>	<u>Sq. Footage</u>	<u>Proportionate Share</u>
	(Lots in Town Square Shopping Center Subdivision)		
Dodi Schaumburg L.L.C.	1	441,846	34.026%
The Library Board of Trustees of the Schaumburg Township District Public Library, Cook County, Illinois	2	316,313	24.359%
American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated April 25, 1996 and known as Trust No. 5044-AH	3	155,589	11.982%
Village of Schaumburg	4	53,035	4.084%
Village of Schaumburg	5	42,290	3.257%
Village of Schaumburg	6	43,253	3.331%
World Savings Bank, FSB	7	66,925	5.154%
Village of Schaumburg	8	103,058	7.936%
Village of Schaumburg	9	23,373	1.799%
Village of Schaumburg	10	22,644	1.785%
	(Lots in Wilk's Subdivision)		
InSite Schaumburg II, L.L.C.	1	30,220	2.327%
<u>Total</u>		<u>1,298,546</u>	<u>100.000%</u>

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EXHIBIT A-1 TO SECOND AMENDMENT TO DECLARATION FOR TOWN SQUARE SHOPPING CENTER

Legal Description of the Town Square Parcel

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 IN TOWN SQUARE RESUBDIVISION, BEING A RESUBDIVISION OF LOT 2 OF TOWN SQUARE SHOPPING CENTER SUBDIVISION, AND LOTS 1 AND 2 OF WILK'S SUBDIVISION, AND PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

and:

LOT 3 IN WILK'S SUBDIVISION BEING A SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART OF THE EAST 50 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 FALLING IN LOT 2 CONVEYED TO COOK COUNTY BY DEEDS RECORDED OCTOBER 23, 1978 AS DOCUMENT 24682013, 24682014, AND 24682015, IN COOK COUNTY, ILLINOIS.

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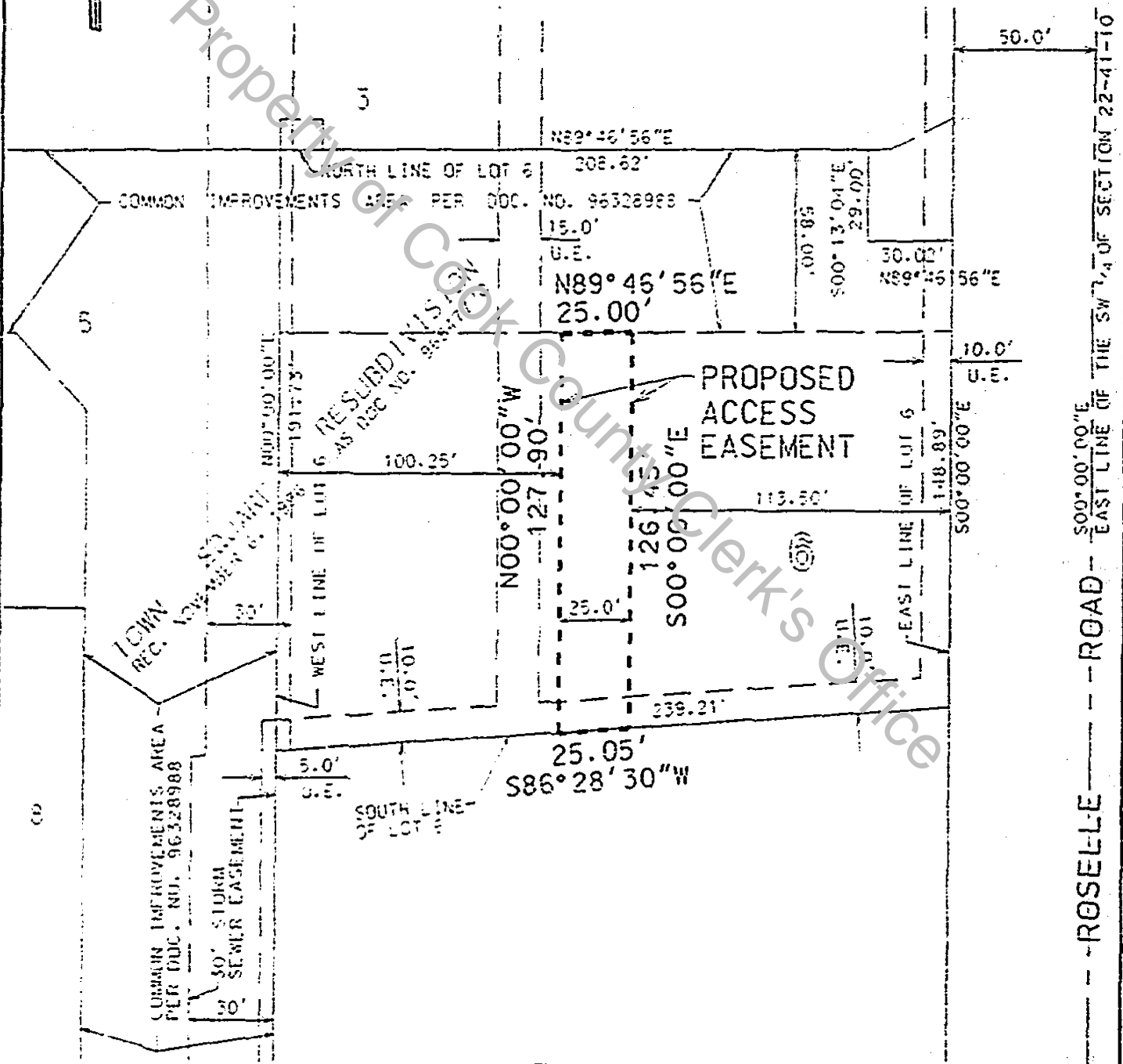
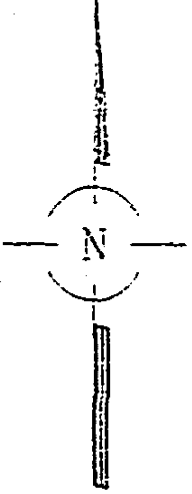
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UNOFFICIAL COPY EXHIBIT A-2

EASEMENT DESCRIPTION:

THE EAST 25.00' OF THE WEST 125.25' (MEASURED AT RIGHT ANGLES TO THE WEST LINE THEREOF) OF LOT 6 (EXCEPT THE NORTH 59.00' MEASURED AT RIGHT ANGLES TO THE NORTH LINE THEREOF) IN TOWN SQUARE RESUBDIVISION, BEING A RESUBDIVISION OF LOT 2 OF TOWN SQUARE SHOPPING CENTER SUBDIVISION, AND LOTS 1 AND 2 OF WILK'S SUBDIVISION, AND PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOV. 6, 1996 AS DOC NO. 96647770, IN COOK COUNTY, ILLINOIS.

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REVISIONS:

FILENAME: 06-01-01	PROJECT NUMBER: 200	DATE PREPARED: 07/20/01	DRAWN BY: M	TITLE BY: CC
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SPACECO, INC.

9575 W. HIGGINS • SUITE 700 • ROSEMONT, IL 60015
(631) 696-4060 (885) S.P.A.C.E.C.O. FAX (631) 696-4065

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EXHIBIT "A-3"

That part of Lot 4 of Town Square Resubdivision, recorded November 6, 1996 as Document Number 96-847770, being a resubdivision of Lot 2 of Town Square Shopping Center Subdivision, and Lots 1 and 2 of Wilk's Subdivision and a part of the Northeast One-Quarter of the Southwest One-Quarter of Section 22, Township 41 North, Range 10 East of the Third Principal Meridian, lying and being in the Village of Schaumburg, Cook County, Illinois, and which part is more particularly described as follows:

Beginning at the southeastern corner of said Lot 4 (the following three (3) courses are along the boundary of said Lot 4); 1) thence North 00 degrees 12 minutes 29 seconds East 50.52 feet; 2) thence South 89 degrees 47 minutes 31 seconds East 15.00 feet; 3) thence North 00 degrees 12 minutes 29 seconds East 10.00 feet to the southern line of a 10 foot public utility easement as dedicated on said Town Square Resubdivision plat; thence North 89 degrees 47 minutes 31 seconds West along the southern line of said dedicated easement 30.00 feet; thence South 00 degrees 12 minutes 29 seconds West parallel with the eastern line of said Lot 4, 60.52 feet to the southern line of said Lot 4; thence South 89 degrees 47 minutes 31 seconds East along the southern line of said Lot 4, 15.00 feet to the Point of Beginning.

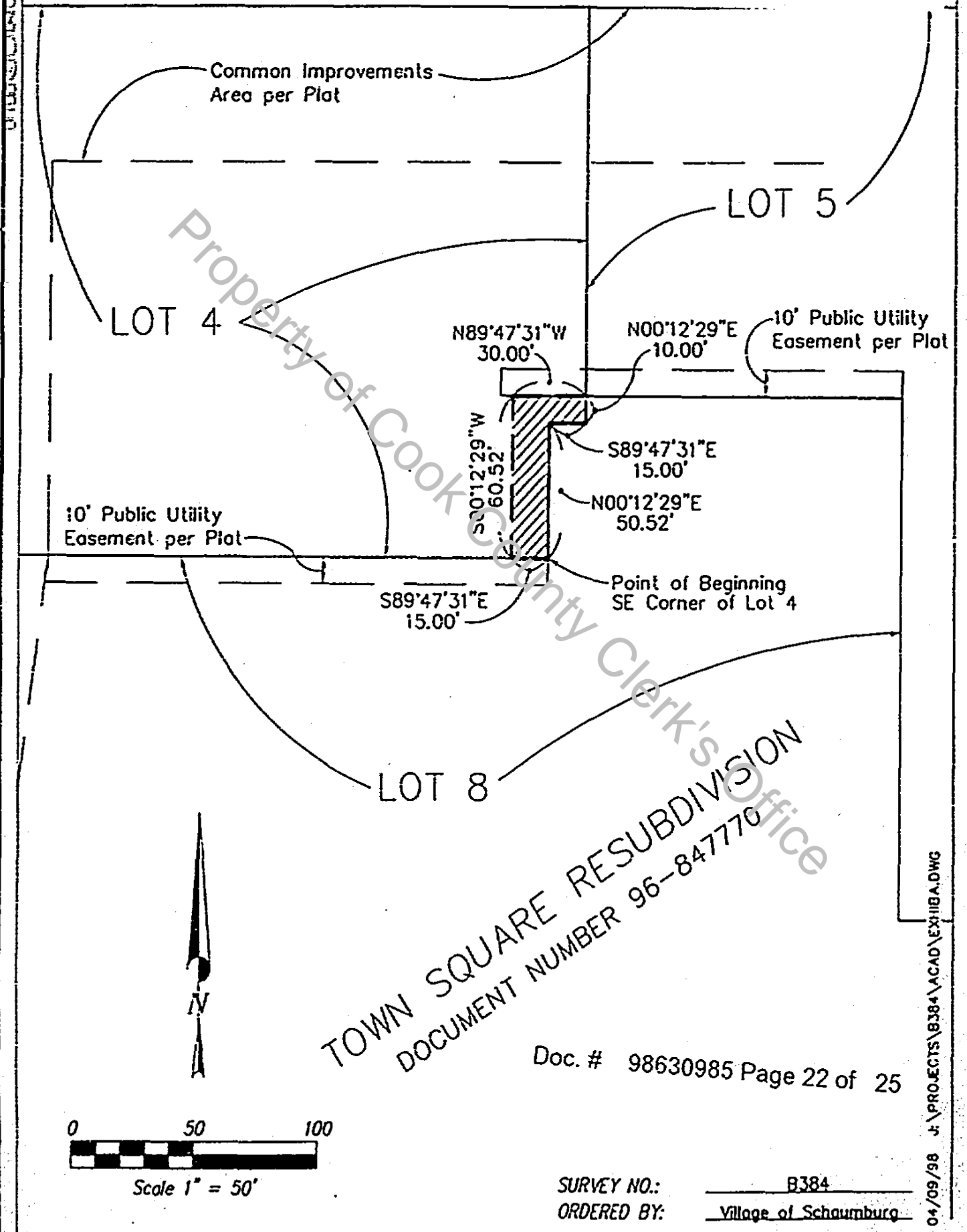
Containing 0.024 acres or 1,058 square feet, more or less, all in the Village of Schaumburg, County of Cook, State of Illinois.

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EXHIBIT "A-4"



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TOWN SQUARE RESUBDIVISION
DOCUMENT NUMBER 96-84770

04/09/98 J:\PROJECTS\B384\ACAD\EXHIBIT A.DWG

Doc. # 98630985 Page 22 of 25

0 50 100
Scale 1" = 50'

SURVEY NO.: B384
ORDERED BY: Village of Schaumburg

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Exhibit 1

RESOLUTION NO. R-98-12

**A RESOLUTION APPROVING A SECOND AMENDMENT TO THE
DECLARATION OF EASEMENTS AND PROTECTIVE COVENANTS
FOR TOWN SQUARE SHOPPING CENTER**

WHEREAS, the Village of Schaumburg is one of the respective owners of certain platted lots which are part of the Town Square Shopping Center, Schaumburg, Illinois, hereinafter referred to as the "Town Square Parcel"; and

WHEREAS, the Town Square Parcel is encumbered by a certain Declaration of Easements and Protective Covenants for Town Square Shopping Center recorded in the Cook County Recorder's Office on May 1, 1996 as document 96-328988, as amended by a First Amendment thereto recorded in the Cook County Recorder's Office on May 28, 1997 as document 97-377291 (collectively, the "Declaration"); and

WHEREAS, Section 12.02 of the Declaration requires, as a condition to the effectiveness of any amendment to the Declaration, that the Board of Trustees of the Village of Schaumburg adopt a formal resolution approving such amendment; and

WHEREAS, InSite Schaumburg II, L.L.C., an Illinois limited liability company ("InSite") is the contract purchaser of a certain parcel (the "InSite Parcel") which is one of the "Adjacent Parcels", as defined in Section 2.01 of the Declaration, that can be subjected to the provisions of the Declaration; and

WHEREAS, the Board of Trustees finds that the inclusion of the InSite Parcel within the Town Square Shopping Center would promote the goals and purposes of the redevelopment of the Town Square Parcel previously undertaken by the Village of Schaumburg and is in the best interests of the Village and the health, safety, morals and welfare of its residents; and

WHEREAS, in accordance with the terms of Section 2.01 of the Declaration, the Village of Schaumburg is authorized to approve and execute an "Add-on Amendment" for the purpose of subjecting the InSite Parcel to the terms and provisions of the Declaration;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHAUMBURG:

SECTION ONE: That the facts and statements contained in the preambles to this Resolution are hereby found to be true and correct and are hereby adopted as part of this Resolution.

SECTION TWO: That the "Second Amendment (Add-on Amendment) to Declaration of Easements and Protective Covenants for Town Square Shopping Center.

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