

# UNOFFICIAL COPY

## FIRST AMENDMENT TO DECLARATION OF GRANT OF DRIVEWAY, UTILITY AND CROSS ACCESS EASEMENTS

99322486

4159/0198 03 001 Page 1 of 12  
1999-04-05 11:25:51  
Cook County Recorder 43.00



This FIRST AMENDMENT TO DECLARATION OF GRANT OF DRIVEWAY, UTILITY AND CROSS ACCESS EASEMENTS (the "Amendment") is made as of this 31st day of March, 1999, by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under Trust No. 118561-01 dated July 20, 1994 ("Grantor"), and ARLINGTON, LLC, an Illinois limited liability company, ("Grantee").

7803 171 / 7794276 / 7794281 D.S. Kelly 7 or 4

### RECITALS:

The following recitals of fact are a material part of this Amendment:

A. Grantor is the successor in interest to The Travelers Insurance Company and the record title holder to that parcel of land comprising Phase I of the Annex of Arlington Shopping Center ("Annex") located in the Village of Arlington Heights, Cook County, Illinois, legally described on Exhibit "A" attached hereto and made a part hereof.

12  
Ⓚ

B. Grantee is the record title holder to those parcels of land which are to comprise Phase II of the Annex of Arlington Heights Shopping Center (the "Adjoining Property"), located in the Village of Arlington Heights, Cook County, Illinois, legally described on Exhibit "B" attached hereto and made a part hereof.

C. The predecessor in interest to Grantor granted and conveyed unto the Owners of Record of the Adjoining Property certain Easements as described in that certain Declaration of Grant of Driveway, Utility and Cross Access Easements dated June 27, 1994 and recorded among the Deed Records of Cook County, Illinois as Document No. 94592544 ("Declaration".)

D. The parties desire to make certain modifications to the Declaration regarding the Easements created therein.

### AGREEMENTS:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee agree as follows:

1. The Declaration is modified such that the definition of "Permittees" set forth in paragraph 1 of the Declaration shall include beneficiaries, members and managers of Grantor or Grantee as applicable.

**BOX 333-CTI**

2. Paragraph 2 of the Declaration is amended as follows: (a) The phrase, "For so long as a commercial retail center exists on Annex II", is added to the beginning of the first section of Paragraph 2; (b) the Driveway Easement Tract has been reconfigured and accordingly Exhibits "C" and "D" of the Declaration are hereby replaced with Exhibits "C" and "D" attached hereto; and (c) the second section of Paragraph 2 which commences with the phrase "Grantor and Grantee will share ..." and ending with the phrase "...expenses as provided above," is hereby deleted therefrom.

3. Paragraph 4 of the Declaration is amended as follows: (a) the phrase "and ingress and egress to and from the Driveway Easement Tract by vehicles other than the foregoing" is added to the end of the penultimate sentence of the first section; and (b) the last sentence of the first section is hereby amended and restated as follows: "Notwithstanding the foregoing, the grant of this Cross Access Easement shall not remain in effect unless a reciprocal easement for Grantor's use of the Cross Access Easement Tract is maintained in favor of Grantor by Grantee as more fully set forth below."

4. The second section of Paragraph 4 which commences with the phrase "Grantee shall not commence..." and ending with the phrase "...are submitted to Grantor," is hereby deleted from the Declaration.

5. The third section of Paragraph 4 which commences with the phrase "If Grantee does in fact..." and ending with the phrase "...Access Easement by Grantor to Grantee," is hereby deleted from the Declaration.

6. The fourth section of Paragraph 4 which commences with the phrase "Grantor and Grantee will share..." and ending with the phrase "...cost of the maintenance or repair," is hereby deleted from the Declaration.

7. The first section of Paragraph 8 of the Declaration is amended as follows: (a) The following phrase "per occurrence combined single limit bodily injury, personal injury and property damage (with umbrella coverage of not less than a \$5,000,000.00 limit of liability per occurrence combined single limit bodily injury, personal injury and property damage)" is hereby added to in replacement of the parenthetical provision commencing with the phrase "(with umbrella coverage ..."; (b) the phrase "or willful misconduct" is added after the word "negligence" in line 8 thereof; and (c) the last two sentences thereof are replaced with the following two sentences: "Any such policy obtained by Grantee shall be issued by insurers having an A.M. Best's rating of A:X or better from the Bests' Key Rating Guide. Within fifteen (15) days of the written request of Grantor, Grantee shall deliver to Grantor a certificate from its insurance provider evidencing said insurance coverage."

8. The second section of Paragraph 8 of the Declaration is amended by adding the phrase "any breach by Grantee of this Declaration or the negligence or willful misconduct of Grantee or its Permittees in connection with" is hereby inserted immediately following the phrase "resulting from" in the third line thereof.

9 Paragraph 9 of the Declaration is amended and restated in its entirety as follows:

"9. Conditions. The grants, agreements, covenants and restrictions contained in this Declaration are contingent upon the satisfaction by Grantee of all conditions stated herein including the conditions that (i) Grantee has granted, given and conveyed to Grantor and its successors and assigns, a non-exclusive and perpetual easement, over, across and through the Adjoining Property for the purpose of providing Grantor and its Permittees with the perpetual, non-exclusive right for pedestrian and vehicular ingress and egress over and across the Adjoining Property for access to and from the Annex to the public street commonly known as Arlington Heights Road; and (ii) Grantee shall has obtained the consent and subordination of all applicable mortgagees to the grant of said easement."

10. The following sentence is added to the end of Paragraph 10: "In the event that one person or entity shall become the owner of both the Annex and the Adjoining Property, this Declaration shall continue in effect and shall not merge into the fee simple interest acquired by such person or entity in both properties."

11. Paragraph 11 of the Declaration is amended as follows: (a) the phrase "any obligation or" is added in line 3 after the phrase "transferor for," and (b) the penultimate sentence is hereby deleted therefrom.

12. The following addresses are substituted for the addresses described in Paragraph 12 as the current addresses of the parties for purposes of notices and other communications:

If to Grantor: **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**  
120 South LaSalle Street  
Chicago, Illinois 60690  
(RE: Trust No. 118561-01 dated 7/20/94)

If to Grantee: **ARLINGTON, LLC**  
180 N. Michigan Avenue  
Suite 200  
Chicago, Illinois 60601  
ATTN: Mr. Marc R. Wilkow

13. The following Paragraphs are hereby added to the Declaration:

"16. Waivers. No party hereto shall be deemed to have waived the exercise of any right existing hereunder unless such waiver is made expressly and in writing and, without limiting the generality of the foregoing, no delay by any party hereto in exercising any such right shall be deemed to constitute a waiver of the exercise hereof. No waiver made with respect to one or more instances involving the exercise of any right, shall be deemed a waiver of such right in any other instance.

17. Partial Invalidity. If any provision of this Declaration is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Declaration (or the application of such provision to persons or circumstances other than those with respect to which the determination of invalidity or unenforceability was made) will not be affected thereby and each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

18. Attorneys' Fees. In the event of any legal or equitable proceeding between the parties hereto with respect to any matter pertaining to this Declaration, the party against whom judgments is entered shall pay the reasonable attorneys' fees and costs by the party for whom judgment is entered."

14. Trustee Exculpation. It is expressly understood and agreed by and between the parties hereto that no personal liability or personal responsibility of any sort is assumed by, nor shall at any time be asserted or enforceable against American National Bank and Trust Company of Chicago, a national banking association, individually or personally, but only as trustee under the provisions of a Trust Agreement dated July 20, 1994 and known as Trust No. 118561-01, on account of this Amendment or on account of any representation, warranty, covenant, undertaking or agreement as a Grantee in this Amendment contained, either express or implied, all such personal liability, if any, being expressed waived and released.

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IN WITNESS WHEREOF, the undersigned has executed this Amendment on the date first above written.

GRANTOR:

**AMERICAN NATIONAL BANK AND TRUST**

**COMPANY OF CHICAGO**, not personally but solely as  
Trustee under Trust No. 118561-01 dated July 20, 1994

By: 

Name: Kileen F. Neary

Title: Trust Officer

GRANTEE:

**ARLINGTON, LLC**

By: **M & J Wilkow Properties, Inc.**

By: 

Name: Marc R. Wilkow

Title: President

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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99322486

STATE OF ILLINOIS )

COUNTY OF COOK )

Personally appeared before me, a Notary Public in and for the above County and State, Marz R. Wilkow known personally by me and acknowledged by me to be on the date of execution the President of M & J Wilkow Properties, Inc., manager of Arlington, LLC an Illinois limited liability company, and he/she executed the foregoing for and on behalf of said Company.

Witnessed by hand and this notarial seal, this 31<sup>st</sup> day of March, 1999.



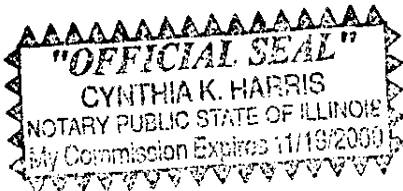
Jennifer L. Harshbarger  
Notary Public

STATE OF ILLINOIS )

COUNTY OF COOK )

Personally appeared before me, a Notary Public in and for the above County and State, EILEEN F. NEARY known personally by me and acknowledged by me to be on the date of execution the TRUST OFFICER of **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, not personally but solely as Trustee under Trust No.118561-01 dated July 20, 1994, and he/she executed the foregoing for and on behalf of said Trustee.

Witnessed by hand and this notarial seal, this 30<sup>th</sup> day of March, 1999.



Cynthia K. Harris  
Notary Public

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EXHIBIT "A"

99322486

## THE ANNEX LEGAL DESCRIPTION

THAT PART OF LOT 2 IN HARDEE'S RAND ROAD SUBDIVISION, BEING A SUBDIVISION OF PARTS OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 17 AND THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 18, LYING SOUTHWESTERLY OF THE CENTERLINE OF RAND ROAD, ALL IN TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 16, 1986 AS DOCUMENT NO. 86297345, AND A 0.019 ACRE PARCEL SOUTH OF SAID LOT 2, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLYMOST CORNER OF SAID LOT 2; THENCE SOUTH 42°02'44" WEST 568.13 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE NORTH 89°47'42" WEST 28.95 FEET ALONG THE SOUTH LINE OF SAID LOT 2; TO A POINT 96.40 FEET, AS MEASURED ALONG SAID SOUTH LINE, EAST OF A CORNER OF SAID LOT 2; THENCE NORTH 47°49'39" WEST 186.71 FEET TO A SOUTH LINE OF SAID LOT 2; THENCE NORTH 89°47'42" WEST 27.62 FEET ALONG THE LAST DESCRIBED SOUTH LINE TO A POINT 373.47 FEET, AS MEASURED ON SAID SOUTH LINE, EAST OF THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 17, AFORESAID; THENCE NORTH 47°57'53" WEST 194.53 FEET; THENCE NORTH 31°32'09" WEST 157.43 FEET TO A WESTERLY LINE OF SAID LOT 2; THENCE NORTH 42°00'35" EAST 10.81 FEET TO A SOUTHWESTERLY LINE OF SAID LOT 2; THENCE NORTH 47°59'25" WEST, ALONG SAID SOUTHWESTERLY LINE, 325 FEET TO A NORTHWEST LINE OF LOT 2; THENCE NORTH 42°00'35" EAST, ALONG SAID NORTHWEST LINE, 550.00 FEET TO THE SOUTH LINE OF RAND ROAD (SAID SOUTH LINE ALSO BEING THE NORHEASTERLY LINE OF SAID LOT 2); THENCE SOUTH 47°59'25" EAST ALONG SAID SOUTH LINE, 246.30 FEET; THENCE SOUTH 42°00'35" WEST, 230 FEET; THENCE SOUTH 47°59'25" EAST 175 FEET; THENCE NORTH 42°00'35" EAST 230 FEET TO THE SOUTH LINE OF RAND ROAD; THENCE SOUTH 47°59'25" EAST, 478.67 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Prepared By & Made To.

Doug Ellis

Neal Gerber & Eisenberg

2. W. LaSalle, Suite 2100

Chicago, IL 60602

Pin # 03-17-302-074-0000  
03-17-302-075-0000

cler Annex of Aulyn Shopping Center.  
Aulyn Heights, Illinois

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EXHIBIT "B"

99322486

## ADJOINING PROPERTY LEGAL DESCRIPTION

ALL THAT PART OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF THE CENTER LINE OF RAND ROAD, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE CENTER LINE OF RAND ROAD THAT IS 450.00 FEET NORTHWESTERLY OF THE INTERSECTION OF THE CENTER LINE OF SAID RAND ROAD WITH THE EAST LINE OF THE SAID WEST ½ OF THE SOUTHWEST ¼ OF SECTION 17, SAID INTERSECTION BEING 936.53 FEET NORTH OF THE SOUTH LINE OF SAID SECTION; THENCE SOUTH 42 DEGREES 03 MINUTES 40 SECONDS WEST 50.00 FEET TO A POINT OF BEGINNING AT THE SOUTHWESTERLY LINE OF SAID RAND ROAD (SAID LINE BEARING SOUTH 42 DEGREES 03 MINUTES 40 SECONDS WEST BEING A STRAIGHT LINE DRAWN FROM SAID POINT OF COMMENCEMENT IN THE CENTER LINE OF RAND ROAD TO A POINT THAT IS 775 FEET NORTH OF THE SOUTH LINE AND 748.33 FEET WEST OF THE EAST LINE OF SAID WEST ½ OF THE SOUTHWEST ¼ OF SECTION 17); THENCE CONTINUING SOUTH 42 DEGREES 03 MINUTES 40 SECONDS WEST ALONG SAID LAST DESCRIBED LINE, 567.94 FEET TO A POINT THAT IS 775 FEET NORTH OF THE SOUTH LINE AND 748.33 FEET WEST OF THE EAST LINE OF SAID WEST ½ OF THE SOUTHWEST ¼ OF SECTION 17; THENCE SOUTH 89 DEGREES 45 MINUTES 45 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION, 373.33 FEET TO A LINE 375.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID WEST ½ OF THE SOUTHWEST ¼ OF SECTION 17; THENCE SOUTH 00 DEGREES 01 MINUTES 28 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 124.47 FEET TO A LINE 650.53 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION; THENCE SOUTH 89 DEGREES 45 MINUTES 45 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 220.00 FEET TO A LINE 155.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID WEST ½ OF THE SOUTHWEST ¼ OF SECTION 17; THENCE NORTH 00 DEGREES 01 MINUTES 28 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 88.00 FEET TO A LINE 738.53 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION; THENCE SOUTH 89 DEGREES 45 MINUTES 45 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 105.00 FEET TO THE WEST LINE OF ARLINGTON HEIGHTS ROAD, BEING A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH EAST LINE OF THE WEST ½ OF THE SOUTHWEST ¼ OF SAID SECTION; THENCE NORTH 00 DEGREES 01 MINUTES 28 SECONDS EAST ALONG SAID WEST LINE OF ARLINGTON HEIGHTS ROAD, 174.41 FEET TO THE SOUTHWESTERLY LINE OF RAND ROAD, BEING A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF SAID ROAD; THENCE NORTH 47 DEGREES 57 MINUTES 52 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE OF RAND ROAD, 428.04 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EXCEPTING FROM THE FOREGOING THE FOLLOWING TRACT:

THAT PART OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF RAND ROAD, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE CENTER LINE OF RAND ROAD THAT IS 450.00 FEET NORTHWESTERLY OF THE INTERSECTION OF THE CENTER LINE OF SAID RAND ROAD WITH THE EAST LINE OF SAID WEST ½ OF THE SOUTHWEST ¼ OF SECTION 17 (SAID INTERSECTION BEING 936.53 FEET

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EXHIBIT "B" (Cont'd)

ADJOINING PROPERTY  
LEGAL DESCRIPTION

99322486

NORTH OF THE SOUTH LINE OF SAID SECTION); THENCE SOUTH 42 DEGREES 03 MINUTES 40 SECONDS WEST, 418.46 FEET (SAID LINE BEARING SOUTH 42 DEGREES 03 MINUTES 40 SECONDS WEST BEING A STRAIGHT LINE DRAWN FROM SAID POINT OF COMMENCEMENT IN THE CENTER LINE OF RAND ROAD TO A POINT THAT IS 775 FEET NORTH OF THE SOUTH LINE AND 748.33 FEET WEST OF THE EAST LINE OF SAID WEST ½ OF THE SOUTHWEST ¼ OF SECTION 17); THENCE SOUTH 47 DEGREES 56 MINUTES 20 SECONDS EAST, 11.16 FEET TO A POINT OF BEGINNING; THENCE CONTINUING SOUTH 47 DEGREES 56 MINUTES 20 SECONDS EAST, 77.28 FEET; THENCE SOUTH 42 DEGREES 03 MINUTES 40 SECONDS WEST, 21.04 FEET; THENCE NORTH 83 DEGREES 32 MINUTES 34 SECONDS WEST, 63.69 FEET; THENCE NORTH 47 DEGREES 56 MINUTES 20 SECONDS WEST, 25.49 FEET; THENCE NORTH 42 DEGREES 03 MINUTES 40 SECONDS EAST, 58.12 FEET TO THE POINT OF BEGINNING. IN COOK COUNTY, ILLINOIS. (AREA OF EXCEPTED TRACT: 3,531 SQUARE FEET OR 0.0081 ACRES.)

Chet Annex of Ardmore Shopping Center  
Ardmore Heights Illinois

Pin # 03-17-302-018-0000  
03-17-302-019-0000  
03-17-302-020-0000  
03-17-302-042-0000  
03-17-302-054-0000  
03-17-302-056-0000



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## CONSENT OF LENDER TO AMENDMENT TO EASEMENT AGREEMENT

The undersigned, General Electric Capital Corporation, a New York corporation, ("Lender"), the secured party under: (a) that certain Mortgage dated September 14, 1994 and recorded September 20, 1994 among the Deed Records of Cook County, Illinois at Document No. 94821006 made by American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated July 20, 1994 and known as Trust No. 118561-01 to Lender; (b) that certain Mortgage, Security Agreement and Fixture Filing, dated August 11, 1998 and recorded August 21, 1998 among the Deed Records of Cook County, Illinois at Document No. 98742831 made by Arlington, LLC to Lender; and (c) that certain Mortgage, Security Agreement and Fixture Filing, dated September 4, 1998 and recorded September 21, 1998, 1998 among the Deed Records of Cook County, Illinois at Document No. 98840058, made by Arlington, LLC to Lender (collectively "Mortgages") as more particularly set forth in said Mortgages, hereby executes this Consent of Lender to evidence its consent to the terms and provisions of the foregoing and annexed First Amendment to Declaration of Grant of Driveway, Utility and Cross Access Easements dated March \_\_, 1999 (the "Amendment"). Lender hereby affirms that the lien, operation and effect of the Mortgages shall at all times be and remain subject and subordinate to the terms and provisions contained in the Declaration of Grant of Driveway, Utility and Cross Access Easements dated June 27, 1994, and recorded among the Deed Records of Cook County, Illinois as Document No. 94592544, as amended by the Amendment (the "Declaration") and that a foreclosure, grant in lieu of foreclosure, or exercise of a power of sale under the Mortgages shall not terminate, extinguish or affect in any way the Declaration, or the matters set forth therein.

**GENERAL ELECTRIC CAPITAL CORPORATION,**  
a New York corporation

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

Name: MARC SWERDLOW

Title: Senior Operations Manager

ATTEST:

Name: JOHN BONINO

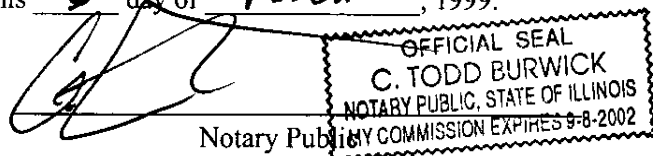
Title: ASST. VICE PRESIDENT

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

Personally appeared before me, a Notary Public in and for the above County and State, Marc Swerdlow and John Bonino known personally by me and acknowledged by me to be on the date of execution the Sr. Operations Mgr. and Asst. V.P. of General Electric Capital Corporation, and he/she executed the foregoing for and on behalf of said Company.

Witnessed by hand and this notarial seal, this 3 day of MARCH, 1999.



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EXHIBIT "C"

99322486

## DRIVEWAY EASEMENT TRACT LEGAL DESCRIPTION

(FOR 990210-A)

FOR A DRIVEWAY EASEMENT IN THAT PART OF LOT 2 IN HARDEE'S RAND ROAD SUBDIVISION, BEING A SUBDIVISION OF PARTS OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 18, LYING SOUTHWESTERLY OF THE CENTER LINE OF RAND ROAD, ALL IN TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 16, 1986 AS DOCUMENT 86297345, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST EASTERLY CORNER OF SAID LOT 2; THENCE SOUTH 42 DEGREES 02 MINUTES 44 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 2, 157.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 42 DEGREES 02 MINUTES 44 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 2, 28.00 FEET; THENCE NORTH 47 DEGREES 59 MINUTES 25 SECONDS WEST, 120.00 FEET; THENCE NORTH 51 DEGREES 03 MINUTES 00 SECONDS WEST, 93.68 FEET; THENCE NORTH 47 DEGREES 59 MINUTES 25 SECONDS WEST, 253.00 FEET; THENCE NORTH 42 DEGREES 00 MINUTES 35 SECONDS EAST, 190.00 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 2; THENCE SOUTH 47 DEGREES 59 MINUTES 25 SECONDS EAST ALONG SAID NORTHEASTERLY LINE, 53.00 FEET; THENCE SOUTH 42 DEGREES 00 MINUTES 35 SECONDS WEST, 164.00 FEET; THENCE SOUTH 47 DEGREES 59 MINUTES 25 SECONDS EAST, 200.00 FEET; THENCE SOUTH 52 DEGREES 16 MINUTES 09 SECONDS EAST, 93.82 FEET; THENCE SOUTH 47 DEGREES 59 MINUTES 25 SECONDS EAST, 120.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

*Chas Annex of Ardlyton Shopping Center  
Ardlyton Heights, Illinois*

*Pin # 03-17-302-274-2000  
03-17-302-075-2000*

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EXHIBIT "D"

SITE PLAN

[INTENTIONALLY LEFT BLANK ON RECORDED COPY]

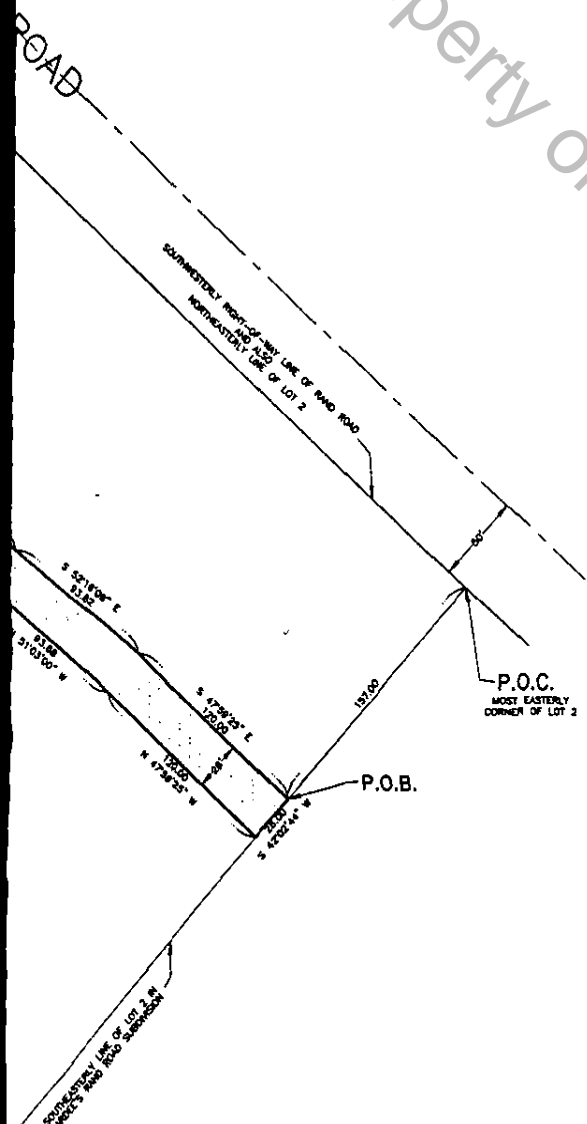
Property of Cook County Clerk's Office

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# PLAT OF EASEMENT

EASEMENT PREMISES:  
THAT PART OF LOT 2 IN HARDEE'S RAND ROAD SUBDIVISION, BEING A SUBDIVISION OF PARTS OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 18, LYING SOUTHWESTERLY OF THE CENTER LINE OF RAND ROAD, ALL IN TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 16, 1984 AS DOCUMENT 86297345, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST EASTERLY CORNER OF SAID LOT 2; THENCE SOUTH 42 DEGREES 02 MINUTES 44 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 2, 157.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 42 DEGREES 02 MINUTES 44 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 2, 26.00 FEET; THENCE NORTH 47 DEGREES 59 MINUTES 25 SECONDS WEST, 120.00 FEET; THENCE NORTH 51 DEGREES 03 MINUTES 00 SECONDS WEST, 93.00 FEET; THENCE NORTH 47 DEGREES 59 MINUTES 25 SECONDS WEST, 253.00 FEET; THENCE NORTH 42 DEGREES 00 MINUTES 35 SECONDS EAST, 190.00 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 2; THENCE SOUTH 47 DEGREES 59 MINUTES 25 SECONDS EAST ALONG SAID NORTHEASTERLY LINE, 53.00 FEET; THENCE SOUTH 42 DEGREES 00 MINUTES 35 SECONDS WEST, 164.00 FEET; THENCE SOUTH 47 DEGREES 59 MINUTES 25 SECONDS EAST, 200.00 FEET; THENCE SOUTH 52 DEGREES 16 MINUTES 09 SECONDS EAST, 93.82 FEET; THENCE SOUTH 47 DEGREES 59 MINUTES 25 SECONDS EAST, 120.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office



STATE OF ILLINOIS)  
COUNTY OF DUPAGE )SS  
I, EDWARD J. MOLLOY, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE PLAT HEREON DRAWN HAS BEEN PREPARED UNDER MY DIRECTION FROM PLATS OF SURVEY BY OTHERS AND FROM INSTRUMENTS OF PUBLIC RECORD FOR THE PURPOSE OF ILLUSTRATING A LEGAL DESCRIPTION AND AS SUCH IS A CORRECT REPRESENTATION OF THE PROPERTY DESCRIBED HEREON. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.  
BENSENVILLE, ILLINOIS, DATED THIS 22 DAY OF MARCH, A.D. 1992



*Edward J. Molloy*  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 1817

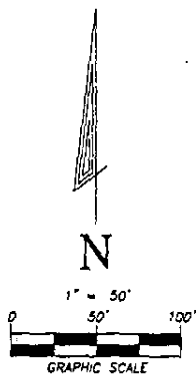
PREPARED BY:  
EDWARD J. MOLLOY & ASSOCIATES, LTD.  
LAND & CONSTRUCTION SURVEYORS

1230 MARK STREET, BENSENVILLE, ILLINOIS 60108 (630) 595-2800 FAX: (630) 595-4700

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EXHIBIT "D"

99322486



Property of Cook County Clerk's Office

RAND

LOT 1

LOT 2

(HARDEE'S RAND ROAD SUBDIVISION)

EASEMENT PREMISES  
S. 47.00' x E. 17.75' x N. 17.75' x W. 47.00'

FOR: M & J WILKOW  
ORDER NO.: 990210-A  
FILE: 17-42-11  
PROJECT NO.: 809