3028793

PREPARED BY:

Recording Requested By and When Recorded Return To:

Grosvenor International
California, Ltd.
100 Pine Street, Suite 3200
San Francisco, CA 94111
Attn: Mr. William J. Abelmann

. DEPT-01 RECORDING \$69.50 . T06666 TRAN 0327 12/15/93 15:11:00 . \$0543 \$ *-03-028793

COOK COUNTY RECORDER

ASSIGNMENT AND ASSUMPTION AGREEMENT OF NORTHBROOK OPERATING AGREEMENT

Pursuent to the Northbrook Court Purchase and Sale Agreement date as of December 4, 1993 (the "Purchase Agreement"), between PACIFIC FREEHOLDS, a California general partnership ("Assigna"), and WESTCOAST ESTATES, a California general partnership ("Assignee"), Assignee is acquiring, among other things, Assignor's fee interest in the properties and all improvements thereon described in Schedule A hereto (the "Properties"). Section 24.2 of the Operating Agreement by and among Carter Hawley Hale Stores, Inc. ("Neiman"), Sears, Roebuck and Co. ("Sears"), Adoor Really Corporation ("Lord & Taylor") and Homart, recorded June 24, 1975 to Document No. 23,126,333, rerecorded September 12, 1975 as Document No. 23,219,179, rerecorded January 9, 1976 as Document No. 23,349,231 and filed November 18, 1975 as Document No. LR-2,841,284 and as amended by "First Amendment to Operating Agreement" recorded March 4, 1976 as Document No. 23,406,570 and filed April 2, 1976 as Document No. LR-2,882,028 which amendment was corrected by an instrument entitled "Correction to First Amendment to Operating Agreement" recorded May 7, 1976 as Document No. 23,477,882 and re-recorded May 20, 1976 as Document No. 23,492,076 and filed May 20, 1976 as Document No. LR-2,870,558 and as further amended by "Second Amendment to Operating Agreement" recorded August 10, 1978 as Document No. 24,607,414 and filed August 30, 1978 as Document No. LR-3,043,161, by and among Neiman, Sears, Lord & Taylor Federated Department Stores, Inc. (I. Magnin) and Developer and as supplemented by the "Supplement to Second Amendment" recorded August 30, 1978 as Document No. 24,607,415 and filed August 30, 1978 as Document No. LR-3,043,162 and as further amended by "Third Amendment to Operating Agreement" recorded January 26, 1984 as Document No. 26,945,586 and filed January 25, 1984 as Document No. LR-3,352,289, by and among Neiman, J. C. Penney Properties, Inc. ("Penney"), I. Magnin, Lord & Taylor and Homart (hereinafter collectively referred to as the "Operating Agreement"), states that prior to any transfer of the Properties, the transferee must assume the terms, conditions, covenants, and

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agreements in the Operating Agreement to be kept, observed, and performed by Assignor.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignee and Assignor agree as follows:

- Assignee, its successors and assigns, all of its right, title and interest in, to and under the Operating Agreement; the Joint Improvement Agreement made as of the 17th day of June, 1975, by and between Sears, Neiman, Adcor and Homart; the Supplement to Operating Agreement and Joint Improvement Agreement made as of the 17th day of June, 1975, by and between Neiman and Homart; the Supplement to Operating Agreement made as of the 24th day of January, 1984, by and between Penney and Homart, as memorialized in that certain Memorandum of Agreement made as of the 24th day of January, 1984, by and between Penney and Homart, and recorded January, 1984, by and between Penney and Homart, and recorded January 26, 1984, as document 26945587 (all of the foregoing Agreements being hereinafter collectively referred to as the "Agreements").
- (b) Assigned hereby assumes and covenants, as of the date hereof, to perform and be bound by all the terms, covenants and conditions under the Agreements to be observed, kept or performed by Assignor or by which Assignor would have been bound (including, without limitation, the provisions of Section 24.2 of the Operating Agreement, which apply to the within transfer from Assignor to Assignee and/or are applicable to any future transfer by Assignee), and to hold Assignor harmless from all claims, liability, loss or damage (including reasonable attorney's fees) arising therefrom or from this Assignment. This Agreement shall not be conscrued and Assignee expressly disavows any liability for any failure to perform or violation of any terms, covenants and conditions or for any obligations which had arisen prior to the date hereof.
- 2. Assignee is making this undertaking for the benefit of Homart, Neiman, Adoor and Penney.
- indemnify Assignee against and hold it harmless from any and all liability, loss or damage (including reasonable attorney's fees) which it might incur under the Operating Agreement or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms of the Operating Agreement which obligation or undertaking shall have arisen prior to the Close of Escrow. Assignee hereby agrees to indemnify Assignor against and hold it harmless from any and all liability, loss or damage

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(including reasonable attorney's fees) which it might incur under the Operating Agreement or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms of the Operating Agreement which obligation or undertaking shall have arisen on or after the Close of Escrow.

IN WITNESS WHEREOF, Assignee and Assignor have executed this Assignment and Assumption Agreement as of this $\frac{1}{2}$ day of or Cook C December, 1993.

ASSIGNOR:

PACIFIC FREEHOLDS, a California general partnership

GROSVENOR INTERNATIONAL

(PACIFIC FREEHOLDS) LIMITED,

a California corporation

Its: General Partner

Ita)

ASSIGNEE:

WESTCOAST ESTADES. a California general partnership

GROSVENOR INTERNATIONAL By:

(WESTCOAST ESTATES) LIMITED,

a California corporation

Its: General Partner

By:

Its:

State of California county of SAN FRANCISCO

On JECEMBER 14, 1993, before me, WANDA POLLOCK (here insert name and title (e.g., Notary Public) of the officer), personally appeared PALPH W. HAYWARD & WILLIAM T. AREI MANIA, 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 ris/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature

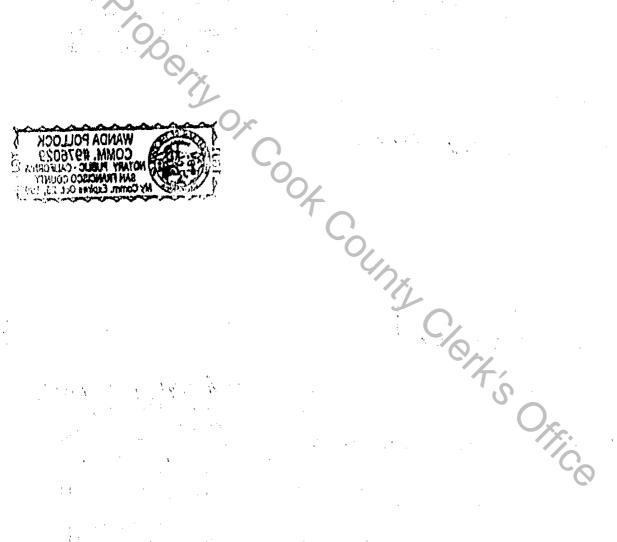


State of California county of SAN FRANCISCO

Mork County Clay on DECEMBER 14, 1993, before me, WANTA POLLOCK Notary Public) of the officer), personally appeared Prof (). thruward i William J. ABFLMANN, personally known come (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 on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

signature Muxla fallock





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Schedule A - Continued

Policy No.: 220753

EXHIBIT A - LEGAL DESCRIPTION

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PARCEL 1:

That part of the Northwest 1/4 and the Northwest 1/4 of Section 3, Township 42 North, Range 12 East of the Thand Principal Meridian described as follows: Beginning at the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 3, Township 42 North, Range 12; thence North 89 Degrees 54 Minutes 08 Seconds West along the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 3, a distance of 139.24 feet; thence North O Degress 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 16 Seconds East, a distance of 20.00 feet; thence South 72 Degrees 56 Minutes 42 Beconds Egot, 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 Acat; 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 335.56 feet; thence South 17 Degrees 03 Minutes 18 Seconds West, a distance of 35.50 feet; thence North 12 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 Northwest, 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 chicle convex to the West, and having a radius of 600.00 feet to a point of tangency; thence North O 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 No. 23-033-339; 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 68 Seconds East along said South line of Lake Cook Road, a distance of 47.89 feet to a point on a curve; thence Southwesterly 35.01 feet along the arc of a circle convex to the Northwest, and having a radius of 47.00 feet to a point of curvature; thence South O Degrees 03 Minutes 18 Seconds West, a distance of 132.82 feet to a point of curvature; thence Southeasterly 42.61 feet along the arc of a circle convex to the Southwest, and having a radius of 85.00 feet to a point of compound curvature; thence Southeasterly 100.54 feet along the arc of a circle convex to the Southwest and having a radius of 72.00 feet to a point of tangency; thence North 65 Degrees 29 Minutes 25 Seconds East, a distance of 412.39 feet to a point; thence North O Degrees 03 Minutes 18 Seconds East, a distance of 53.41 feet to a point of intersection with the South line

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Schedule A - Continued

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BINIBIT A - LEGAL DESCRIPTION

of Lake Cook hold aforesaid; thence South 89 Degrees 56 Minutes 08 Seconds East, along said South ite of Lake Cook Road, A distance of 115.17 feet to an angle point; thence South 89 Degrees 56 Minutes 42 Seponds East along said South line, a distance of 308.78 feet to an arele point; thence North 88 Degrees 23 Minutes 57 Seconds East, a distance of 799.97 feet; thence South 89 Degrees 56 Minutes 42 Seconds East, a distance of 702.31 feet; thence South 23 Degrees 03 Minutes 18 Seconds West, a distance of 192.78 feet; thence youth 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 Scutneast, 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 ourvature; thence Northwesterly 71.49 feet along the arc of a circle convex to the Southwest 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 Wert a distance of 105.00 feet to a point; thence South 12 Degrees 03 Minutes 18 Seconds Vest, a distance of 14.14 feet to a point; 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 27.14 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; theree 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 Southeast, and having a radius of 378.00 feet; thence South 60 Degrees 13 Minutes 72 Seconds East, a distance of 44.00 feet to a point on a curve; thence Northeasteric 55.80 feet along the arc of a circle convex to the Southeast, 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 ourvature; 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 Northeast, 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 pegrees 03 Minutes 18 Seconds East, a distance of 93.92 feet to a point on a ourve: thence Northeasterly 109.44 feet along the arc of a circle convex to the Northwest, 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 No. 23-1138-12; thence South 89 Degrees 56 Minutes 42 Seconds East along said South line, a distance of 40.00 feet; thence South

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EXHIBIT A - LEGAL DESCRIPTION

25 Degrees 13 Minutes 49 Seconds West, a distance of 46.99 feet to a point on a ourve; thence Southwesterly 75.15 feet along the arc of a circle convex to the Northwest 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 25.92 feet to a point; thence South 51 Degrees 19 Minutes 68 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 Northeast, 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 100.43 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 Minutes 10 Seconds West, ofistance of 240.30 feet; 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 the Northeast 1/4 of the Northeast 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 Northeast 1/4 of Section 3, also being the West line of Lee Road 20 per Document No. 23-113-612; thence South O Degrees 05 Minutes 06 Seconds East, a distance of 66.00 feet along said lines to a point of intersection with a line 300 to feet North and parallel with the South line of the Northeast 1/4 of the Northeast 1/4 of said Section 3; thence North 89 Degrees 54 Minutes 25 Seconds West along said Korth line, a distance of 747.57 feet to a point on a curve; thence Southwesterly 72.52 feet along the arc of a circle convex to the Southeast and having a radius of 100.00 feet to a point of tangency; thence South 82 Degrees 11 Minutes 15 Seconds West, 1 distance of 12.47 feet to a point of curvature; thence Southwesterly 407.32 feet along the arc of a circle convex to the Northwest 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 Southeasterly 138.42 feet along the are of a circle convex to the Northwest and having a radius of 150.00 feet to a point on the South line of the Northeast 1/4 of the Northeast 1/4 of said Section 3; thence South 89 Degrees 54 Hinutes 25 Seconds East along said South line, a distance of 0.24 feet to the Southwest corner of the Northeast 1/4 of the Northeast 1/4 of Section 3 aforesaid; thence South O Degrees 10 Minutes 24 Seconds West along the East line of the West 1/4 of the Northeast 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 1308.03 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 Southwest 1/4 of the Northeast 1/4 of said Section 3; thence North O Degrees 25 Minutes 56 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

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EXHIBIT A - LEGAL DESCRIPTION

distance of 302.14 feet; thence due East, a distance of 76.96 feet; thence South 63
Degrees 57 Minutes 14 Seconds East, a distance of 140.80 feet; thence North 26
Degrees 25 Minutes 15 Seconds East, a distance of 175.96 feet; thence North 9 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 0 Degrees 03 Minutes 18
Seconds East, a distance of 3.00 feet to a point of curvature; thence Northwesterly
102.10 feet along the arc of a 11 cle convex to the Northeast, 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 0 Degrees 25 Minutes 56 Seconds East, a
distance of 164.24 feet to the Southeaut corner of the Northeast 1/4 of the Northwest
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, described as follows: Beginning at the point of intersection of a line 395.17 feet Southerly and parallel with the Westerly extension of the North line of the Northeast 1/4 of anid Section 3, and the East line of the West 370.00 feet (as measured along the North line) of the Northeast 1/4 of the Northwest 1/4 of Section 3 aforesaid; thence South 0 Degrees 34 Minutes 57 Seconds West along said parallel line, a distance of 309.45 feet to a point, said point being 704.64 feet South of the North line of the Northwest 1/4 of said Section 3; thence South 89 Degrees 54 Minutes 08 Seconds East, parallel with the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 3, a distance of 238.84 feet; thence North 1 Degrees 04 minutes 23 Seconds East, a distance of 95.25 feet to a point of curvature; thence Northeasterly 195.43 feet along the arc of a circle, convex to the Northwest, and having a radius of 25.00 feet to a point of tangency; thence North 53 Degrees 34 Minutes 32 Seconds West, a distance of 19.94 feet to a point of ourvature; thence Northwesterly 79.35 feet along the arc of a circle, convex to the Northeast, and having a radius of 125.00 feet to a point of tangency; thence North 89 Degrees 56 Minutes 42 Seconds West, a distance of 181.87 feet to the hereinabove designated point of beginning, all in Cook County, Illinois.

PARCEL 3:

That part of the Northeast 1/4 of Section 3, Township 42 North, Range 12 East of the Third Principal Meridian described as follows: Commencing at a point in the Westerly extension of the North line of the Northeast 1/4 of Section 3 aforesaid 2750.00 feet

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EXHIBIT A - LEGAL DESCRIPTION

Westerly of the Northwest corner thereof; thence South along a line 2750.00 feet West and perpendicular to said Westerly extension, a distance of 104.98 feet to the point of beginning of the parcels of land herein described; thence North 89 Degrees 56 Minute O8 Seconds West, partital with the Westerly extension of the North line of the Northeast 1/4 of Section 3 aforablid, a distance of 453.16 feet; thence South 0 Degrees 03 Minutes 18 Seconds Newton a distance of 0.09 feet to a point on a curve; thence Southwesterly 35.01 feet along the arc of a circle, convex to the Horthwest and having a radius of 47.00 feet to a point of tangency; thence Southwest O Degrees 03 Minutes 18 Seconds West, a distance of 192.82 feet to a point of nurvature; thence Southeasterly 42.61 feet along the arc of a circle, convex to the West and having a radius of 85.00 feet to a point of compound ourvature; thence Southeasterly and Easterly 100.54 feet along the arc of a circum convex to the Southwest and having a radius of 72.00 feet to a point of tangency; thomas North 65 Degrees 29 Minutes 25 Seconds East, a distance of 412.39 feet along the Northwesterly line of the "Ring Road* Easement as per Document No. 23-126-333 and Louwent No. LR2341284 to a point of intersection with a line 2750.00 feet West of the fortheast corner of said Section 3 and perpendicular to the Westerly extension of the North line of the Northeast 1/4 of said Section 3; thence North O Degrees O3 Hinutes 18 Seconds East along said line, a distance of 53.41 feet to the hereinabove designated point of beginning, all in Cook County, Illinois.

PARCEL 4:

Easements appurtenant to and for the benefit of Parcel 1, created, limited, and defined by that certain Operating Agreement recorded on June 24, 1975 as Dodument No. 23,126,333, re-recorded September 12, 1975 as Document No. 23,219,179, re-recorded January 9, 1976 as Document No. 23,349,231, filed November 18, 1975 as Document No. LR-2,841,284, First Amendment thereto recorded March 4, 1976 as Document No. 23,406,570 and filed April 2, 1976 as Document No. LR-2,882,028, Correction to First Amendment recorded May 7, 1976 as Document No. 23,477,882, re-recorded May 20, 1976 as Document No. 23,492,076, filed May 20, 1976 as Document No. LR-2,870,558, Second Amendment thereto recorded August 30, 1978 as Dooument No. 24,607,414 filed August 30, 1978 as Document No. LR-3,043,161, Supplement to Second Amendment recorded August 30, 1978 as Document No. 24,607,415, filed August 30, 1978 as Document No. LR-3,043,162, Third Amendment thereto recorded January 26, 1984 as Document No. 26,945,586 and filed January 25, 1984 as Document No. LH-2,352,289 and Assignment recorded October 16, 1986 as Document No. 86,482,154, executed by Homart Development Co. (Developer); Sears, Roebuck and Co., J.C. Penney Properties, Inc. (Penney); Adoor Realty Corporation (Lord & Taylor); Carter Hawley Hale Stores, Inc. (Neiman); and Federated Department Stores, Inc. (I. Magnin) over, upon and under the property described in said Operating Agreement, said easements more specifically described as follows:

Property of Cook County Clark's Office

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Policy No.: 220753	~1,		

EXHIBIT A - LEGAL DESCRIPTION

- (1) The non-exclusive essement to use the Common Area, as defined in Section 1.1(g) of said Operating Agreement; said essement to include without limitation the use of Parking Area, roadways, walkways;
- (2) The non-exclusive easement to enter upon the parcel of each grantor, and into all improvements thereon, for the purpose of performing any obligation which the grantor is required to perform under this agreement, but fails or refuses to do so, and which the grantee has the right then so to perform under Article XI hereof;
- (3) Easements for the management, operation, maintenance, reconstruction and repair of the Common Area pursuant to Section 1).1 of the Operating Agreement;
- (4) Easements to have the Mall and the Developer Building abut and connect to (but not bear structurally upon) the Penney Building, the Lord & Taylor Building, the I. Hagnin Building, and the Neiman Building, but only to the extent indicated on the Developer Preliminary Plans and Specification, referred to in Section 5.1 of the Operating Agreement;
- (5) Non-exclusive easements for the purpose of maintaining, repairing or reconstructing any of the facilities of each grantee located in such proximity to the parcel of each granter that such facilities can, as a practical matter, be so maintained, repaired or reconstructed most advantageously from the parcel of the granter;
- (6) Non-exclusive easements for use, for itself and its permittees, of the portion of the Ring Road located on the parcel of each grantor, for the purpose of two-way vehicular traffic (passenger vehicles and trucks) and pedestrian access, between the parcels of each grantee and abutting highways, and between the various portions of each such parcel;
- (7) Non-exclusive easements in the "Developer Parcel", as defined in said Operating Agreement, and in the other grantors? parcels, for Common Utility Facilities and other utility facilities;
- (8) Non-exclusive easements in each grantor's parcel in, to, over, under and across the Common Area of its parcel at locations approved by the grantor for the purpose of constructing, reconstruction, erection and maintenance of such footings, foundations, supports, canopies, roofs, building and other overhangs, awnings, alarm bells, signs, lights and lighting devices and other similar appurtenances to each grantee's improvements.

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Property or Cook County Clerk's Office

Schedule A - Continued

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220753 Policy No.:

EXHIBIT A - LEGAL DESCRIPTION

Permanent Tax Numbers:

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04-03-200-011

04-03-200-016

04-03-200-007

04-03-200-014

04-03-200-020

04-03-101-010

04-03-101-017 04-03-101-011

04-03-101-012

COMMONLY KNOWN AS:

NORTHBROOK COURT SHOPPING CENTER

Diff Clert's Office LAKE COOK ROAD, NORTHBORRK, ILLINOIS

Property of Coot County Clark's Office