



RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Sidley Austin Brown & Wood LLP
1501 K Street, NW
Washington, D.C. 20005
Attn: William E. Sudow, Esq.

Doc#: 0518702188
Eugene "Gene" Moore Fee: \$42.00
Cook County Recorder of Deeds
Date: 07/06/2005 01:13 PM Pg: 1 of 10

Property of Cook County

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT OF LEASES AND RENTS: END USER LEASE

THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment") is made as of the 28 day of June, 2005, by SB ARLINGTON PROJECT CORPORATION, a Delaware corporation ("Assignor"), to and for the benefit of SB ARLINGTON FUNDING COMPANY, INC., a Delaware corporation, its successors and assigns ("Assignee"). All capitalized terms not defined herein shall have the respective meanings set forth in that certain First Amended and Restated Finance Lease (Ijara) and Purchase Option Agreement, dated as of the 28 day of June, 2005, between the Assignee, as the lessor, and the Assignor, as the lessee (the "Finance Lease"). Capitalized terms used herein have the respective meanings provided in the Finance Lease and the rules of usage and interpretation applicable thereto shall be applicable hereto.

Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER to Assignee the entire lessor's interest in and to all current and future leases, subleases and other agreements affecting the use, enjoyment, or occupancy of all or any part of the Property, which Property includes that certain lot or piece of land, more particularly described in Exhibit A attached hereto and made a part hereof.

TOGETHER WITH all other leases and other agreements affecting the use, enjoyment or occupancy of any part of the Property, including that certain lease between Assignee and SBC Services, Inc., a Delaware corporation dated as of May 24, 1996 and any amendments thereto, (such leases, together with all amendments and modifications thereof, hereinafter being jointly referred to as the "End User Lease"), (but expressly excluding the Finance Lease and the other Project Documents except the End User Lease) now or hereafter made affecting the Property or

Assignment of Leases and Rents: End User Lease (SB Arlington)

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any portion thereof, together with any extensions or renewals of the same (all of the leases and other agreements described above, including the End User Lease, other than those excluded above, together with all other present and future leases and present and future agreements and any extension or renewal of the same are hereinafter collectively referred to herein as the "Leases");

TOGETHER WITH all rents, income, issues, revenues and profits arising from the Leases and renewals thereof and together with all rents, income, issues and profits from the use, enjoyment and occupancy of the Property (other than those arising pursuant to or in connection with the Finance Lease and the other Project Documents except the End User Lease), (including, but not limited to, minimum rents, additional rents, percentage rents, deficiency rents, security deposits, room revenues and liquidated damages following default under any Leases, all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by damage to any part of the Property, all of Assignor's rights to recover monetary amounts from any Lessee (as hereinafter defined) in bankruptcy including, without limitation, rights of recovery for use and occupancy and damage claims arising out of Lease defaults, including rejection of a Lease, together with any sums of money that may now or at any time hereafter be or become due and payable to Assignor by virtue of any and all royalties, overriding royalties, bonuses, delay rentals and any other amount of any kind or character arising under any and all present and all future oil, gas and mining Leases covering the Property or any part thereof, and all proceeds and other amounts paid or owing to Assignor under or pursuant to any and all contracts and bonds relating to the construction, erection or renovation of the Property) (all of the rights described above (and not arising under or pursuant to the Finance Lease and the other Project Documents except the End User Lease) are hereinafter collectively referred to as the "Rents").

THIS ASSIGNMENT is made for the purposes of securing:

A. The payment of the amounts evidenced by that certain Basic Rent Note dated as of the date hereof made by Assignor and the other Borrowers to the order of Assignee in the principal sum of \$ 424,482,000.00 (the "Note"), and the other Project Company Obligations, which Project Company Obligations are secured by, the Finance Lease, the Understanding to Purchase and the Understanding to Sell (such agreements described above, together with the Basic Rent Note, are hereinafter collectively referred to as the "Obligation Documents").

B. The performance and discharge of each and every obligation, covenant and agreement of Assignor contained herein and in the Obligation Documents.

THIS ASSIGNMENT is made on the following terms, covenants and conditions:

1. Present Assignment. Assignor does hereby absolutely and unconditionally assign to Assignee all of Assignor's right, title and interest in all current and future Leases and Rents, it being intended by Assignor that this assignment constitute a present, absolute assignment and not an assignment for additional security only. Such assignment to Assignee shall not be construed to bind Assignee to the performance of any of the covenants, conditions or provisions contained in any of the Leases or otherwise to impose any obligation upon Assignee except as set forth

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herein or in the Obligation Documents. Assignor agrees to execute and deliver to Assignee such additional instruments, in form and substance reasonably satisfactory to Assignee, as may hereinafter be requested by Assignee to further evidence and confirm said assignment; provided that the Assignor shall not be obligated to execute and deliver any such instrument as shall be contrary to the structure of the Overall Transaction as in effect on the Effective Date or shall otherwise be contrary to the principles and precepts of Islamic *Shari'ah*. Subject to the provisions of the Obligation Documents, including the Finance Lease, Assignee is hereby granted and assigned by Assignor the right to enter the Property for the purpose of enforcing its interest in the Leases and the Rents, this Assignment constituting a present, absolute and unconditional assignment of the Leases and Rents. Nevertheless, subject to the terms of this paragraph, Assignee grants to Assignor a revocable license to use, operate, maintain and manage the Property and to collect the Rents so long as no Lease Event of Default has occurred and is continuing. Assignor shall deposit the Rents, or a portion thereof sufficient to discharge all current sums due on the Project Company Obligations, in the Rent Account for use in the payment of such sums. Upon and during the continuance of a Lease Event of Default, the revocable license granted to Assignor herein shall automatically be revoked, and Assignee shall immediately be entitled to receive and apply all Rents, whether or not Assignee enters upon and takes control of the Property. Assignor hereby grants and assigns to Assignee the right, at its option, upon the revocation of the license granted herein to enter upon the Property in person, by agent or by court-appointed receiver to collect the Rents. Any Rents collected during the revocation of the license herein granted may be applied toward payment of the Project Company Obligations, subject to the terms of the Finance Lease and the other Obligation Documents, in such priority and proportion as Assignee, in its discretion, shall deem proper.

2. Remedies of Assignee. Upon and during the continuance of a Lease Event of Default, Assignee may, at its option, and to the extent permitted by applicable law, without waiving such Lease Event of Default, without notice and without regard to the adequacy of the security for the Project Company Obligations, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, exercise any remedies under the Finance Lease and exercise its rights under the Obligation Documents, including, as permitted thereunder and by applicable law, taking possession of the Property and applying Rents. For purposes of Paragraphs 1 and 2 hereof, Assignor grants to Assignee its irrevocable power of attorney, coupled with an interest, to take any and all of the aforementioned actions and any or all other actions designated by Assignee for the proper management and preservation of the Property, subject to the terms of the Finance Lease. The exercise by Assignee of the option granted it in this paragraph and the collection of the Rents and the application thereof as herein provided shall not be considered a waiver of any Lease Event of Default under any of the Obligation Documents.

3. No Liability of Assignee or Indemnified Parties. Assignee, their respective successors, assigns and their respective shareholders, directors, officers, employees, and agents are each an "Indemnified Party" and are collectively referred to herein as the "Indemnified Parties." Neither Assignee nor any other Indemnified Party shall be liable for any loss sustained by Assignor resulting from the failure of Assignee or any other Indemnified Party to let the Property after and during the continuance of a Lease Event of Default or from any other act or omission of Assignee or any other Indemnified Party in managing the Property in connection with the exercise of remedies with respect to a Lease Event of Default. Neither Assignee nor any

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other Indemnified Party shall be obligated to perform or discharge any obligation, duty or liability under the Leases or under or by reason of this Assignment, and Assignor shall, and hereby agrees to, indemnify the Indemnified Parties for, and to hold the Indemnified Parties harmless from, any and all liability, loss or damage which may or might be incurred under the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against any Indemnified Party by reason of any alleged obligations and undertakings on its part to be performed or discharged with respect to any of the terms, covenants or agreements contained in the Leases (except to the extent same are caused by the fraud, gross negligence, or willful misconduct of any Indemnitee or activities or events that occur after Satisfaction of the Obligations or during any period after which there shall have been foreclosure, a deed in lieu of foreclosure or the taking of title to the Property). Should any Indemnified Party incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby and by the Obligation Documents, and Assignor shall reimburse such Indemnified Party therefor immediately upon demand. Upon Assignor's failure to do so, such Indemnified Party may, at its option, exercise any and all remedies available to such Indemnified Party hereunder and under the Finance Lease and the other Obligation Documents. Except as set forth in the parenthetical to the third sentence next preceding this sentence, this Assignment shall not operate to place any obligation or liability upon any Indemnified Party for the control, care, management or repair of the Property or for the carrying out of any of the terms and conditions of the Leases, nor shall it operate to make any Indemnified Party responsible or liable for any waste committed on the Property, including without limitation the presence of any Hazardous Substances or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger. The foregoing indemnity of Assignor shall not exist to the extent that any of the aforesaid matters is the result of the fraud, gross negligence or willful misconduct of an Indemnified Party, occurs after Satisfaction of the Obligations or during any period after which there shall have been foreclosure, a deed in lieu of foreclosure or other taking of title to the Property.

4. Notice to Lessees. Assignor hereby authorizes and directs the tenants named in the Leases or any other or future tenants or occupants of the Property pursuant to the Leases (the "Lessees"), upon receipt from Assignee of written notice to the effect that Assignee is then the holder of the Note and that a Lease Event of Default exists thereunder, to pay over directly to Assignee or as the Assignee shall direct all Rents and to continue so to do until otherwise notified by Assignee, without further notice or consent of Assignor and regardless of whether Assignee has taken possession of the Property, and Lessees may rely upon any written statement delivered by Assignee to Lessees without any obligation or right to inquire as to whether such default actually exists and notwithstanding any notice from or claim of Assignor to the contrary. Assignor further agrees that it shall have no right to claim against any of Lessees for any such Rents so paid by Lessees to Assignee and that Assignee shall be entitled to collect, receive and retain all Rents regardless of when and to whom such Rents are and have been paid and regardless of the form or location of such Rents. Any such payment to Assignee shall constitute payment to Assignor under the Leases, and Assignor appoints Assignee as Assignor's lawful attorney-in-fact for giving, and Assignee is hereby empowered to give, acquittances to any Lessee for such payment to Assignee after a Lease Event of Default has occurred and during the continuance thereof. Any Rents held or received by Assignor after the occurrence and during the continuance of a written request from Assignee to Lessees for the payment of Rents shall be held

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or received by Assignor as trustee for the benefit of Assignee during the continuance of such Lease Event of Default .

5. Other Security. Assignee may take or release other security for the payment of the Project Company Obligations, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the reduction or satisfaction of the Project Company Obligations without prejudice to any of its rights under this Assignment.

6. Other Remedies. Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the power and rights granted to Assignee hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the other Obligation Documents, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms thereof. The right of Assignee to collect the Project Company Obligations and to enforce any other security therefor held by it may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

7. No Mortgagee in Possession. Nothing herein contained shall be construed as constituting Assignee a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Assignee, on behalf of Assignee or otherwise pursuant to the Obligation Documents. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor.

8. No Oral Change. This Assignment may not be modified, amended, waived, extended, changed, discharged or terminated orally or, except as set forth in the Obligation Documents, by any act or failure to act on the part of Assignor or Assignee, and all of the foregoing may be accomplished only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

9. Non-Waiver. The failure of Assignee to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Except by virtue of payment or performance of the Project Company Obligations, Assignor shall not be relieved of Assignor's obligations hereunder by reason of (a) failure of Assignee to comply with any request of Assignor or any other party to take any action to enforce any of the provisions hereof or of the other Obligation Documents, (b) the release, regardless of consideration, of the whole or any part of the Property or (c) any agreement or stipulation by Assignee extending the time of payment or otherwise modifying or supplementing the terms of this Assignment or the other Obligation Documents. Subject to the Obligation Documents, Assignee may resort for the payment of the Project Company Obligations to any other security held by Assignee in such order and manner as Assignee in its discretion may elect. Assignee may take any action to recover the Project Company Obligations or any portion thereof or to enforce any covenant hereof without prejudice to the right of Assignee thereafter to enforce its rights under this Assignment. The rights of Assignee under this Assignment shall be separate, distinct and cumulative, and none shall be given effect to the exclusion of the others. No act of Assignee

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shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

10. Inapplicable Provisions. If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

11. Counterparts. This Assignment may be executed in any number of counterparts each of which shall be deemed to be an original but all of which when taken together shall constitute one agreement.

12. Governing Law; Jurisdiction. THIS ASSIGNMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THE STATE OF NEW YORK AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA EXCEPT THAT AT ALL TIMES THE PROVISIONS FOR THE CREATION, PERFECTION AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT TO THIS ASSIGNMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE WHERE THE PROPERTY IS LOCATED, EXCEPT THAT THE SECURITY INTERESTS IN ACCOUNT COLLATERAL SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK OR THE STATE WHERE THE SAME IS HELD, AT THE OPTION OF ASSIGNEE.

13. Successors and Assigns. The provisions of the Finance Lease shall govern the assignments of rights under this Assignment. Notwithstanding the foregoing, Assignor hereby acknowledges and agrees that Assignee may assign this Assignment without Assignor's consent. Subject to the foregoing, this Assignment shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

14. Termination of Assignment. Upon payment in full of the Project Company Obligations without further act or deed, this Assignment shall become and be void and of no effect. Notwithstanding the foregoing, Assignee and any assignee of the Assignee, as a condition to attaining any rights hereunder, agrees to execute and deliver such satisfaction, release or discharge and to record such satisfaction, release or discharge as the Assignor may reasonably request.

15. Waiver of Right to Trial by Jury. EACH OF ASSIGNOR AND ASSIGNEE HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS ASSIGNMENT OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING HEREUNDER. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY EACH OF ASSIGNOR AND ASSIGNEE, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH OF ASSIGNOR AND ASSIGNEE IS HEREBY AUTHORIZED TO FILE A

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COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY ASSIGNOR AND ASSIGNEE.

16. Consent to Jurisdiction. EACH OF ASSIGNOR AND ASSIGNEE HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF NEW YORK, STATE OF NEW YORK OR WITHIN THE COUNTY AND STATE IN WHICH EACH PROPERTY IS LOCATED AND IRREVOCABLY AGREES THAT, SUBJECT TO ASSIGNEE'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE OTHER OBLIGATION DOCUMENTS SHALL BE LITIGATED IN SUCH COURTS. EACH OF ASSIGNOR AND ASSIGNEE ACCEPTS FOR ITSELF AND IN CONNECTION WITH THE PROPERTY, GENERALLY AND UNCONDITIONALLY, THE NONEXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS ASSIGNMENT OR ANY OBLIGATION HEREUNDER. EACH OF ASSIGNOR AND ASSIGNEE HEREBY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY THE OTHER IN ANY OF SUCH COURTS, AND HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS ISSUED THEREIN, AND AGREES THAT SERVICE OF SUCH SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO ASSIGNOR OR ASSIGNEE AS APPROPRIATE, AT THE ADDRESS TO WHICH NOTICES ARE TO BE SENT PURSUANT TO THE FINANCE LEASE. NOTHING HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT OF THE OTHER TO BRING PROCEEDINGS AGAINST THE OTHER IN THE COURTS OF ANY OTHER JURISDICTION. NOTWITHSTANDING THE FOREGOING, VENUE SHALL LIE IN THE COURTS OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED TO THE EXTENT REQUIRED BY ILLINOIS LAW.

17. Limitation of Liability. The provisions of Schedule 169.5 of Schedule X of the Finance Lease are hereby incorporated by reference into this Assignment to the same extent and with the same force as if fully set forth herein.

18. Supremacy of Loan Agreement. If any term, condition or provision of this Assignment shall be inconsistent with any term, condition or provision of the Loan Agreement, then the Loan Agreement shall control.

THIS ASSIGNMENT shall inure to the benefit of Assignee and any subsequent holder of the Note and shall be binding upon Assignor, and Assignor's heirs, executors, administrators, successors and assigns and any subsequent owner of the Property.

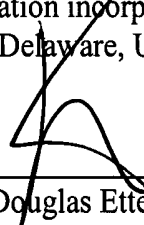
[Signature Page Follows]

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IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.

ASSIGNOR:

SB ARLINGTON PROJECT CORPORATION,
a corporation incorporated under the laws of the
State of Delaware, United States of America


By: 
Douglas Etter, Secretary

ACKNOWLEDGEMENT

STATE OF Indiana
COUNTY OF Marion

I, Maureen L Entler, a Notary Public in and for the said State, DO HEREBY CERTIFY that Douglas Etter, as Secretary of SB Arlington Project Corporation, Inc., a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Secretary of said corporation, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act and as the free and voluntary act of said corporation for uses and purposes set forth therein.

Given under my hand and notarial seal this 28 day of June, 2005.


Notary Public – Signature
Maureen L Entler
Notary Public – Printed

My Commission Expires:

My County of Residence is:
Marion

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EXHIBIT A

LEGAL DESCRIPTION ARLINGTON HEIGHTS, IL

THE LAND REFERRED TO IN THIS POLICY IS IN THE STATE OF ILLINOIS, COUNTY OF COOK AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 3

(EXCEPTING THEREFROM THAT PART OF LOT 3 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTHEASTERLY ALONG A 2541.29 FOOT RADIUS CURVE, BEING ALSO THE NORTHERLY LINE OF SAID LOT 3, THE CENTER OF CIRCLE OF SAID CURVE BEARS ON AN ASSUMED BEARING OF NORTH 47 DEGREES 58 MINUTES-18 SECONDS EAST FROM SAID POINT, CENTRAL ANGLE 2 DEGREES 12 MINUTES 20 SECONDS, 97.82 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING SOUTHEASTERLY ALONG SAID CURVE CONCAVE TO THE NORTHEAST RADIUS 2541.29 FEET, CENTRAL ANGLE 11 DEGREES 26. MINUTES 54 SECONDS, 507.78 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY ALONG A 30.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, CENTRAL ANGLE 55 DEGREES 04 MINUTES 09 SECONDS, 28.83 FEET TO A POINT ON A 2551.07 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 35 DEGREES 00 MINUTE 05 SECONDS EAST FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID CURVE, RADIUS 2551.07 FEET, CENTRAL ANGLE 8 DEGREES 26 MINUTES 03 SECONDS, 375.52 FEET TO A POINT ON A 2546.12 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 42 DEGREES 14 MINUTES 05 SECONDS EAST FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID CURVE, RADIUS 2546.12 FEET, CENTRAL ANGLE 2 DEGREES 18 MINUTES .00 SECOND, 102.21 FEET; THENCE NORTH 40 DEGREES 00 MINUTE 33 SECONDS WEST 56.36 FEET TO THE POINT OF BEGINNING).

IN ARLINGTON PLACE SUBDIVISION, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN URBS-SCHMITT AND KEPPEL INCORPORATED, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 3, 1979 AND

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KNOWN AS TRUST NUMBER 47058 AND OTHERS, DATED AUGUST 2, 1979 AND RECORDED OCTOBER 1, 1979 AS DOCUMENT 25171074 AND FILED OCTOBER 1, 1979 AS DOCUMENT LR. 3121973 AND AS AMENDED BY INSTRUMENT RECORDED JUNE 4, 1981 AS DOCUMENT 25893428 AND FILED AS DOCUMENT LR. 3218008 FOR INGRESS AND EGRESS IN PART OF ARLINGTON PLACE SUBDIVISION AND TEULACH'S SUBDIVISION AS DELINEATED IN SAID AGREEMENT, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AMENDED AND RESTATED EASEMENT AND OPERATING AGREEMENT AND GRANT OF EASEMENTS BY AND AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 45170, AND AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 52304, SAID AGREEMENT BEING DATED FEBRUARY 1, 1983 AND RECORDED MARCH 7, 1983 AS DOCUMENT 26527048 AND FILED MARCH 7, 1983 AS DOCUMENT LR. 3296792, OVER, UPON AND ACROSS LOT 1 FOR THE PURPOSE OF USING AND GAINING ACCESS TO A SURFACE WATER DETENTION/RETENTION POND LOCATED IMMEDIATELY EAST OF THE WESTERNMOST LINE OF LOT 1 IN ARLINGTON PLACE SUBDIVISION AFORESAID, AS SHOWN ON DRAWING ATTACHED AS EXHIBIT "A" TO EASEMENT AND OPERATING AGREEMENT DATED DECEMBER 1, 1979 AND RECORDED JANUARY 4, 1980 AS DOCUMENT 25306989 AND FILED JANUARY 4, 1980 AS DOCUMENT LR. 3139276 AND ALSO OVER, UPON AND ACROSS LOT 2 IN ARLINGTON PLACE SUBDIVISION AFORESAID FOR THE PURPOSE OF GAINING ACCESS TO SAID POND LOCATED ON SAID LOT 1 AS SHOWN ON DRAWING ATTACHED AS EXHIBIT "A" TO THE AFORESAID AMENDED AND RESTATED EASEMENT AND OPERATING AGREEMENT AND GRANT OF EASEMENTS IDENTIFIED ABOVE, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF EASEMENT DATED FEBRUARY 1, 1983 AND RECORDED MARCH 7, 1983 AS DOCUMENT 26527049 AND FILED MARCH 7, 1983 AS DOCUMENT LR. 3296793 BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 47058, AND AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 52304, OVER, UPON AND ACROSS THAT PART OF LOT 2 IN ARLINGTON PLACE SUBDIVISION AFORESAID AS DEPICTED ON EXHIBIT "A", FOR CONSTRUCTING, RUNNING, MAINTAINING AND REPAIRING SANITARY SEWER LINES AND PIPES, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS:
95 ALGONQUIN ROAD
ARLINGTON HEIGHTS, ILLINOIS

PIN: 08-16-200-103-0000

Assignment of Leases and Rents: End User Lease (SB Arlington)