

UNOFFICIAL COPY

This Document Prepared by:
Robert A. Boron
Robert A. Boron, Ltd.
55 W. Monroe Street, Ste. 1925
Chicago, Illinois 60603



Doc#: 0605527002 Fee: \$78.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/24/2006 09:36 AM Pg: 1 of 28



AMENDMENT AND RESTATEMENT OF EASEMENT AND OPERATING AGREEMENT

This Amendment and Restatement of Easement and Operating Agreement (the "Agreement") dated this 27th day of ~~November~~ January, 2005, by and between SCHAUMBURG-ALGONQUIN ASSOCIATES, LLC., a Delaware limited liability company ("Schaumburg"); ALA CARTE ENTERTAINMENT LIMITED PARTNERSHIP, an Illinois limited partnership ("Ala Carte"), and FRED R. HOFFMAN, of Chicago, Illinois ("Hoffman") (Ala Carte and Hoffman being sometimes collectively, jointly and severally referred to as "Grantees").

RECITALS

WHEREAS, LaSalle National Bank, as Trustee under Trust Agreement dated October 1, 1971, and known as Trust No. 43136 ("Walden I Trustee"), and LaSalle National Bank, as Trustee, under Trust Agreement dated May 26, 1977, and known as Trust No. 52374 ("Walden II Trustee") entered into an Easement and Operating Agreement dated October 21, 1982, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 85251474 (the "Prior Agreement"), as Grantors; and

WHEREAS, Schaumburg is the successor-in-interest to Grantors; and

WHEREAS, TGI Friday's, Inc., a New York corporation entered into the Prior Agreement, and was referred to therein as "Friday's"; and

WHEREAS, Ala Carte and Hoffman are successors in interest to Friday's, to the extent of their respective ownership of the real estate hereinafter described; and

WHEREAS, Schaumburg is the titleholder of a certain parcel of real estate, as more fully described in Exhibit "A," attached hereto and incorporated herein, and identified as having permanent index numbers 07-12-201-014-0000; 07-12-201-016-0000, and 07-12-201-017-0000 (collectively, "Parcel I"); and

WHEREAS, Ala Carte is the titleholder of a certain parcel of real estate, as more fully described in Exhibit "B," attached hereto and incorporated herein, and identified as having permanent index number 07-12-201-015-0000 (Parcel II); and

UNOFFICIAL COPY

WHEREAS, Hoffman is the titleholder of a certain parcel of real estate, as more fully described in Exhibit "C," attached hereto and incorporated herein, and identified as having permanent index number 07-12-201-013-0000 ("Parcel III"); and

WHEREAS, the respective parties hereto have agreed that the obligations imposed as against Ala Carte and Hoffman shall be deemed the joint and several obligation of Grantees; and

WHEREAS, Schaumburg has agreed to grant to Grantees a non-exclusive easement on, over and across Parcel I for utility, pedestrian, parking and vehicular purposes for the benefit of Parcel II and Parcel II, pursuant to the terms and provisions, and contained within the delineated areas, contained in this Agreement; and

WHEREAS, Grantees have agreed to accept the said easement, and to abide by the terms and provisions contained in this Agreement, for the uses and purposes set forth herein; and

WHEREAS, the respective parties hereto intend this Agreement to be an amendment to, and restatement of, the Prior Agreement, such that the terms and provisions of this Agreement, to the extent contrary to the terms and provisions of the Prior Agreement, are deemed to replace and supersede the Prior Agreement, and

WHEREAS, the respective parties have agreed that this Agreement shall commence, and shall be in full force and effect from and after January 1, 2006,

NOW THEREFORE, in consideration of Ten and no/100 Dollars, and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by all of the respective parties hereto, hereby agree as follows:

AGREEMENT

1. Recitals Incorporated: The Recitals set forth above are hereby deemed to be incorporated herein, and made a part hereof, by reference.

2. Grant of Easement: (a) Schaumburg hereby grants and demises to Grantees a non-exclusive easement on, over and across Parcel I, in the areas as specified in this Agreement (the "Easement Areas") as more fully described, and showing, in the shaded areas, the parking spaces, approximately located, which are subject to this Agreement, in Exhibit "D," attached hereto and incorporated herein. Said Easement Areas shall be used solely for pedestrian access, ingress and egress, and for the access, ingress, egress and parking of automobiles and other passenger vehicles (specifically excluding semi-trailers, eighteen-wheelers and other commercial delivery and business-use trucks and vehicles) belonging to Grantees, their employees, invitees and customers, and to Grantees' successors-in-interest to Parcel II and Parcel III, as they shall exist from time to time during the term of this Agreement. Said rights of access, ingress and egress include the rights to access, ingress and egress to and from all publicly-owned or dedicated streets adjoining Parcel I.

UNOFFICIAL COPY

(b) The Easement Area shall contain not less than 300 parking spaces, of which not less than 286 spaces shall be available, on a non-exclusive basis, for Ala Carte, its employees, invitees and customers, and not less than 14 parking spaces shall be available, on a non-exclusive basis, for Hoffman, his employees, invitees and customers. The 14 spaces designated to be available for Hoffman shall be as designated on Exhibit "D." In the event Schaumburg effects an alteration, improvement or reconfiguration on Parcel I which shall require, due to then-applicable statutes or ordinances, additional parking, Hoffman's right to use said 14 parking spaces shall, upon written notice from Schaumburg, terminate, with the effective date of termination being the date upon which the Village of Schaumburg issues its Certificate of Occupancy for the said alteration, improvement or reconfiguration. From and after that date, Grantees shall have a right to use only 286 parking spaces.

(c) Schaumburg shall have the right to designate a portion of the Easement Area for parking for Grantees' employees, and said employees shall utilize the designated parking area to the extent parking spaces are available therein.

(d) Grantees shall not cause or permit any change in, or alteration of, the current character or use of the improvements located in Parcels II and III which would result in an increase, beyond 150 parking spaces for Ala Carte, or 55 parking spaces for Hoffman, required by the Grantees under applicable statutes, codes, ordinances, rules or regulations.

3. Construction and Improvements: (a) Schaumburg has maintained the Easement Areas as shown in the shaded area in Exhibit "D." No material changes shall be made to the Easement Areas unless there shall exist in the Easement Areas at least the minimum number of parking spaces required under this Agreement.

(b) At Schaumburg's request, Grantees shall install and maintain "Office Parking Only" signs, at Grantees' sole cost and expense, placing said signs in the locations specified by Schaumburg, for the purpose of informing Grantees' employees, customers and invitees, of parking areas which are not contained within the Easement Area. In addition, if required by Schaumburg, Grantees will install and maintain, at Grantees' sole cost and expense, signs warning of towing in the event of parking outside of the Easement Area. Further, and without first resorting to requiring the posting of any signage referred to herein, in the event Schaumburg experiences repeated occurrences of the employees, customers and invitees of Grantees parking outside the Easement Area, Schaumburg shall have the right to require Ala Carte, Hoffman, or both, to utilize solely valet parking either exclusively, or during times and hours designated by Schaumburg. Schaumburg shall not be entitled to participate in any profits generated by said valet parking.

(c) Grantees shall install, at Grantees' sole cost and expense, parking lot lighting within the Easement Area. Grantees shall utilize the existing parking light post footings and utilities, and the specifications for the light posts and lighting to be installed shall be in accordance with the mutually-agreed upon specifications provided in Exhibit "E," attached hereto and incorporated herein. Grantees shall maintain and repair the parking lot light posts and lighting, and shall pay for the costs of such maintenance and repairs. In this regard, Schaumburg grants Grantees a license, terminating coterminous with this Agreement, to enter onto

UNOFFICIAL COPY

Schaumburg's property, including the Easement Area, to the extent reasonably required to perform said installation, maintenance and repairs. In the event Grantees fail to maintain and repair said lighting, then upon Grantees' failure to fully perform said maintenance and repairs after fifteen (15) days' written notice from Schaumburg, Schaumburg shall have the right to perform said maintenance and repairs, and Grantees reimburse Schaumburg for the actual reasonable costs for the maintenance and repairs. If any maintenance or repairs are required due to casualty loss or damage, or other event which may be covered by insurance, Grantees shall pay such actual reasonable costs, without regard to insurance recovery, however, Grantees shall be reimbursed for said costs from any insurance proceeds which shall be paid as a consequence of said casualty loss, damage or event. Grantees shall also pay for, or reimburse Schaumburg for (in the event said utilities are billed to Schaumburg), all utility costs for the entire parking lot lighting. The parking lot lighting shall be separately metered, with such meter being installed at the sole cost and expense of Grantees.

4. Use: Except as prohibited by law, Schaumburg agrees that the parking areas and access ways contained in the Easement Area shall not be used for any use or purpose inconsistent with the grants of easement contained herein, provided, however, that the parking in the Easement Area shall be deemed non-exclusive parking for Grantees. Except as otherwise set forth herein: (a) Schaumburg shall not charge Grantees or its employees, customers or invitees for parking within the Easement Area; (b) Schaumburg shall not grant the right to use the parking areas within the Easement Areas to any other parties, other than the owners, occupants or tenants of Schaumburg, and their respective clients, customers, guests, suppliers and invitees, to the extent said right would violate the rights of Grantees herein; (c) Schaumburg shall not erect or place any buildings, structures, kiosks, food facilities or other buildings in the Easement Area; (d) Schaumburg shall not erect, place or permit any exhibits, carnivals, shows, rides, displays, or signage (other than signage related to Schaumburg's operations or its tenants' occupancy) in the Easement Area, and (e) Schaumburg will not otherwise permit any use of the Easement Area in any way (other than permitting non-exclusive parking) which would interfere with Grantees' use and full enjoyment of the Easement Area.

Notwithstanding the above, if Schaumburg elects to construct either a multi-level parking facility or subterranean parking garage in all or in a part of the Easement Area resulting in a net increase in the number of parking spaces in the Easement Area (a) without interfering with the unobstructed access to Grantees' restaurants by Grantees' employees, customers and invitees during construction or upon completion of the project; (b) minimizing obstruction of the remaining surface parking spaces in the Easement Area during construction; (c) providing direct pedestrian access into the parking garage from the side of the garage closest to Grantees' restaurants upon completion of the project; (d) minimizing the negative impact on the normal operation of Grantees' restaurants (provided that no work shall be required to be performed during times other than normal construction hours, and (e) providing for suitable screening of the construction area, dust control measures and routing of construction vehicles.

5. Term: This Agreement shall commence ~~January 1, 2006~~ ^{MARCH 1, 2006}, and shall remain in full force and effect until the occurrence of one of the following events:

UNOFFICIAL COPY

a. Termination by written agreement of all parties to this Agreement and/or their respective successors or assigns.

b. Termination of the rights of Ala Carte upon the sale of Parcel II, or any portion thereof or interest therein, or upon the change of use of Parcel II, or the transfer of more than fifty percent (50%) of the ownership interest in Ala Carte (except to immediate family members of the then-current ownership), or sale, transfer or alienation (whether voluntary or involuntary), of more than fifty percent (50%) ownership interest in the business of Ala Carte being conducted on Parcel II, or commencement, whether voluntary or involuntary, of any insolvency proceeding, including assignment for the benefit of creditors, which is not dismissed within fifteen (15) days from the date of commencement.

c. Termination of the rights of Hoffman upon the sale of Parcel III, or any portion thereof or interest therein, or upon the change of use of Parcel III, or sale, transfer or alienation (whether voluntary or involuntary), of more than fifty percent (50%) ownership interest in the business of Hoffman being conducted on Parcel III, or commencement, whether voluntary or involuntary, of any insolvency proceeding, including assignment for the benefit of creditors, which is not dismissed within fifteen (15) days from the date of commencement.

d. Termination of the rights of the Grantees, jointly and severally, due to any monetary violation of this Agreement which is not cured within fifteen (15) days after written notice thereof by Schaumburg.

e. Termination of the rights of the respective Grantee (i.e., Ala Carte or Hoffman) due to unpermitted use or non-monetary violation of this Agreement which is not cured within fifteen (15) days after written notice thereof by Schaumburg, except that said termination shall not occur provided the respective Grantee commences to cure and diligently pursues said cure, except that in any event, said cure shall be completed within ninety (90) days from the date of said notice.

f. Termination of the rights of the respective Grantee (i.e., Ala Carte or Hoffman) due to violation of any applicable governmental statute, ordinance, rule or regulation.

g. Termination of rights of the respective Grantee (i.e., Ala Carte or Hoffman) upon the assignment of its respective rights under this Agreement, without the prior written consent of Schaumburg, which consent shall be at the sole discretion of Schaumburg.

h. Partial termination pursuant to paragraph 2.(b) above.

When a party's interest in its respective Parcel described herein shall terminate, it shall have no further rights or obligations under this Agreement, except for the rights and

UNOFFICIAL COPY

obligations theretofore accruing, and such party's execution of a modification or termination of this Agreement shall not be required.

6. Mortgages:

(a) Grantees' Mortgages: Any mortgage, deed of trust, security agreement or other encumbrance, to the extent existing as against the Easement Area shall be subordinate and inferior to this Agreement.

(b) Schaumburg's Mortgages: Any mortgage, deed of trust, security agreement or other encumbrance, to the extent existing as against the Easement Area, shall be superior to this Agreement, provided, however, that Schaumburg shall use reasonable efforts to obtain a non-disturbance agreement from each mortgagee or other encumbrancer, with regard to this Agreement, and for the benefit of Grantees; however, failure to obtain such a non-disturbance agreement, after reasonable efforts by Schaumburg to do so, shall not be deemed a default of this Agreement. This Agreement is subject to, and contingent upon, approval of Schaumburg's current and existing mortgages and encumbrances against the Easement Area. In the event Schaumburg's current and existing mortgagees and encumbrancers do not approve of this Agreement, this Agreement will be deemed null and void.

(c) Notice to Mortgagees and Right to Cure: In the event that any party hereto shall default in the performance of any of its respective obligations under this Agreement, the respective mortgagee or encumbrancer of such party, if any, shall have the right (but not the obligation) to cure such default within thirty (30) days after receipt of written notice of said default, or within such additional time as may be reasonably necessary to cure such default, but in any event, no longer than ninety (90) days from the date of said written notice, provided that the party curing such default proceeds with due diligence to cure said default. The mortgagees and/or encumbrancers of the respective parties entitled to notice shall be as set forth in the Notices section of this Agreement, and may be subject to change as provided for in the said Notices provision.

7. Landscaping and Maintenance: (a) Schaumburg shall landscape and parking lots and maintain same in the Easement Area in such manner as it determines is appropriate for the Easement Area, including, without limitation, maintenance and installation of sidewalks and curbs, sodding, planting of trees and shrubs, mowing of grass, edging, trimming and watering landscaping, keeping the Easement Area, and entrances, access routes and parking areas, properly drained and free of debris, leaves and trash, snow and ice, and capital improvements, including, without limitation, parking lot and sidewalk reconfigurations, replacements to parking lots, curbs, drainage, landscaping, resurfacing and restriping (all collectively "Landscaping"). Grantees shall pay Schaumburg for Landscaping for calendar year 2006, the sum of \$15,000.00, payment in equal monthly installments of \$1,250.00 per month, due and payable on the first day of each calendar month. For calendar year 2007, Grantees shall pay

UNOFFICIAL COPY

Schaumburg for Landscaping, the sum of \$18,000.00, payable in equal monthly installments of \$1,500.00 per month, due and payable on the first day of each calendar month. For each successive calendar year, the Landscaping charge due to Schaumburg shall be one-hundred three percent (103%) of the Landscaping charge of the previous calendar year, payable in twelve equal monthly installments, due and payable on the first day of each calendar month.

(b) Grantees shall maintain Landscaping, at their sole cost and expense, on Parcels II and III.

8. Insurance: (a) Grantees shall, through individual or blanket policies, keep and maintain in full force during the Term, "occurrence"-type (as distinguished from "claims-made"-type) insurance as follows: (1) comprehensive or commercial liability insurance, written by an insurance company reasonably approved by Schaumburg, insuring Grantees with respect to the Premises against bodily injury or death of any person or damage to property, occurring in, on or about the Easement Area, with combined single-limit coverage of not less than \$1,000,000.00 per occurrence, such coverage to include personal injury, bodily injury, broad form property damage, fire, legal liability, premises/operations, owner's protective coverage, blanket contractual liability, products liability (if applicable) and completed protective liability (if applicable); (2) "All Risk" insurance on Parcels II and III, and the Easement Area, in an amount not less than the full replacement costs thereof, and (3) Worker's Compensation and employer's liability insurance covering all Lessee's employees working in the Premises.

Grantees shall furnish certificates evidencing such insurance coverage to Schaumburg, on or before the commencement of this Agreement, and thereafter within fifteen (15) days prior to the expiration of each such certificate. Said certificates shall expressly provide that such policies shall not be cancelable or subject to reduction of coverage except after fifteen (15) days' prior written notice by registered mail to Schaumburg. In the event of a claim, or threatened claim, upon written demand from Schaumburg, Grantees shall furnish copies of the actual insurance policies then in effect. Schaumburg, and all other parties reasonably specified by Schaumburg, shall be named as additional insureds under Grantees' insurance, except for worker's compensation insurance. All insurance maintained by Grantees pursuant to this Agreement shall be primary as respects any claims, losses or liabilities arising out of the use of the Easement Area by Grantees, their employees, customers and invitees, and any insurance carried by Grantees shall be excess and non-contributing. If (i) Grantees fail to deliver the insurance certificates as and when required hereunder or (ii) Grantees do not deliver to Schaumburg certificates for substitute insurance coverage within five (5) days after Schaumburg notifies Grantees of its receipt of notice from any insurer of Grantees of the cancellation of any insurance coverage required hereunder or reduction of insurance coverage below the limits required hereunder, Schaumburg may, at its option, purchase any required but uncarried insurance on behalf of Grantees. Such five-day notice period shall be in lieu of any other notice required under the Default section of this Agreement. Any costs incurred therefor by Schaumburg, shall be payable to Schaumburg on demand.

All insurance required under this Agreement shall include provisions denying to the insurer acquisition by subrogation of rights against the other party. Each party, notwithstanding any

UNOFFICIAL COPY

provisions of this Agreement to the contrary, waives any rights of recovery against the other for loss or injury against which the waiving party is protected by insurance containing provisions denying to the insurer acquisitions by rights of subrogation, to the extent of any amount recovered by reason of such insurance.

(b) For all contractors, and valet parking services, if any, engaged by Grantees under this Agreement, before commencing any work in the Easement Area, Grantees shall furnish Schaumburg with certificates of insurance from insurance companies, in forms and in amounts reasonably satisfactory to Schaumburg, from all contractors performing labor or furnishing materials, insuring Schaumburg, and any parties reasonably designated by Schaumburg against any and all liabilities which may arise out of or be connected in any way with said labor and materials.

9. Indemnification: Grantees covenant and agree that at all times during the term of this Agreement to indemnify and hold Schaumburg harmless from and against any and all losses, liabilities, claims, damages and actions (including reasonable costs, expenses and attorneys' fees) that may occur with respect to any person or persons, corporation, limited liability company or other entity, and with respect to the property or chattels in the Easement Area, resulting from the acts or omissions of Grantees, their agents, contractors, employees, customers and invitees except (a) to the extent that such loss results from the willful conduct or negligent act or omission of the Schaumburg, its agents, contractors, employees or invitees (but not of its tenants, occupants, or the customers, clients, contractors or invitees of its tenants or occupants), or (b) to the extent that such loss is covered by insurance benefiting Schaumburg.

With respect to any loss for which Schaumburg claims Grantees are required to indemnify Schaumburg, Schaumburg shall notify Grantees, in writing, of any claim within the earlier of fifteen (15) days after the claim is made, and at least ten (10) days prior to the answer date or deadline for filing an appearance or response in such proceedings. In the event that Schaumburg fails to give Grantees written notice of a claim or proceeding as required above, Grantees obligations to indemnify shall be deemed released to the extent that Grantees are prejudiced in their defense against the claim or prevented from recovering under any of its policies of insurance due to lack of timely notice of the claim.

10. Default: Any of the following shall be deemed a Default under this Agreement:

a. Failure to pay any monetary obligation which is then due and payable within fifteen (15) days after written demand to make said payment.

b. Failure to provide reasonably acceptable insurance certificates, as required in the Insurance section of this Agreement, within five (5) days after written demand therefore.

c. Failure to comply with any non-monetary obligation under this Agreement, not otherwise specified herein, which is not cured within fifteen (15) days after written notice thereof, except that said termination shall not occur provided the

UNOFFICIAL COPY

noticed party commences to cure and diligently pursues said cure, except that in any event, said cure shall be completed within ninety (90) days from the date of said notice.

d. Violation of any applicable governmental statute, ordinance, rule or regulation, without written notice thereof and effective upon final determination of said violation.

e. Any unpermitted assignment by the respective Grantee (i.e., Ala Carte or Hoffman) of its respective rights under this Agreement, without the prior written consent of Schaumburg, which consent shall be at the sole discretion of Schaumburg.

f. Commencement, whether voluntary or involuntary, of any insolvency proceeding, including assignment for the benefit of creditors, which is not dismissed within fifteen (15) days from the date of commencement.

11. Remedies upon Default: Each of the conditions, covenants, restrictions and reservations contained herein shall continue and be binding upon Parcels I, II and III, and upon the fee owners thereof, and upon each of them and all parties and persons claiming under them during the term of this Agreement.

The covenants, restrictions, reservations and conditions set forth herein shall be enforceable by each of the respective parties hereto, their successor and assigns (a) by injunctive relief, prohibitive or mandatory, to prevent breach or to enforce the performance or observance of the provisions hereof; (b) by money judgment for damages by reason of the breach of the provisions of this Agreement, and (c) by any other remedy available by law or in equity, all of which being exercised cumulatively.

12. Attorneys' Fees: Any party may enforce this Agreement by appropriate action, and the prevailing party in any such litigation shall be entitled to recover from the losing party, all costs, expenses and reasonable attorneys' fees incurred by the prevailing party in said action.

13. Notice: In every instance where it shall be necessary or desirable for either party to serve any notice or demand upon the other party, it shall be sufficient (a) to deliver or cause to be personally delivered to the party a written or printed copy thereof, or (b) to send a written or printed copy thereof by United States certified or registered mail, postage prepaid, addressed to the party at address set forth herein, in which event the notice or demand shall be deemed to have been served at the time the copy is received, or (c) to send a written or printed copy thereof by commercial overnight courier, postage prepaid, addressed to the party at the address set forth herein, in which event the notice or demand shall be deemed to have been served on the next business day after the delivery thereof to the overnight courier.

Notices to the respective parties shall be sent as follows:

To Schaumburg:

UNOFFICIAL COPY

Schaumburg-Algonquin Associates, LLC.
1827 Walden Office Square, Ste. 590
Schaumburg, Illinois, 60173

with a copy to:

Schaumburg-Algonquin Associates, LLC.
1 North Franklin Street, Ste. 3325
Chicago, Illinois 60603

To Schaumburg's Lender:

with a copy to:

Schaumburg-Algonquin Associates, LLC.
1 North Franklin Street, Ste. 3325
Chicago, Illinois 60603

To Ala Carte:

Ala Carte Entertainment Limited Partnership
6666 N. Oliphant Ave.
Chicago, Illinois 60631

To Ala Carte's Lender:

with a copy to:

Ala Carte Entertainment, Inc.
6666 N. Oliphant Ave.
Chicago, Illinois 60631

To Fred R. Hoffman:

Mr. Fred R. Hoffman
6666 N. Oliphant Ave.

UNOFFICIAL COPY

Chicago, Illinois 60631

To Hoffman's Lender:

with a copy to:

Mr. Fred R. Hoffman
 6666 N. Oliphant Ave.
 Chicago, Illinois 60631

Any party may change the parties to receive notice hereunder by sending notice thereof in the manner prescribed in this section.

14. Choice of Laws; Venue: The respective parties agree that this Agreement shall be governed by the laws of the State of Illinois, and all parties are deemed to have agreed to have submitted to the jurisdiction of the laws of the State of Illinois. The proper venue for any action brought under this Agreement shall be the Circuit Court of Cook County, Illinois.

15. Waiver: The failure of any party hereto to enforce any provision of this Agreement upon the violation thereof shall in no event be deemed to be a waiver of the right to do so as to any subsequent violation.

16. Partial Invalidity: In validity of any of the provisions of this Agreement, whether by court order or otherwise, shall in no way affect the remaining provisions of this Agreement, which shall remain in full force and effect.

17. Running of the Benefits and Burdens: All provisions of this Agreement, including the benefits and burdens thereof, shall run with the land and be binding upon, and inure to, the successors and assigns of the respective parties hereto.

18. Execution in Counterparts: This Agreement may be executed by the respective parties in counterparts, with all of the executed counterparts, when taken together, constituting one and the same document.

TO HAVE AND TO HOLD, the grants and rights herein specified to each and among the parties hereto, their respective heirs, successor, assigns, it being agreed that the grants and rights hereby granted are servient on and run with the land described herein as Parcels I, II and III, respectively.

SIGNATURE PAGE FOLLOWS...

UNOFFICIAL COPY

IN WITNESS WHEREOF, the respective parties hereto have set their hands and seals on the day and year first above written.

For Parcel I:

Schaumburg-Algonquin Associates, LLC,
a Delaware limited liability company,

by: [Signature]
Its Manager

For Parcel II:

Ala Carte Entertainment Limited
Partnership, an Illinois limited partnership,

by: [Signature]
Its General Partner

For Parcel III:

[Signature]
~~Fred R. Hoffman~~
Mark W.

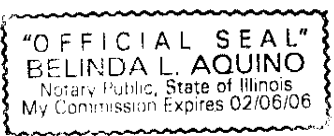
STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that CRAIG S. MAUSKE personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as Manager of Schaumburg-Algonquin Associates, LLC., a Delaware limited liability company, as his free and voluntary act, and pursuant to the authority granted to him as Manager by said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notary seal,
this 3 day February, 2006

[Signature]
Notary Public

My commission expires 2/06/06



UNOFFICIAL COPY

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

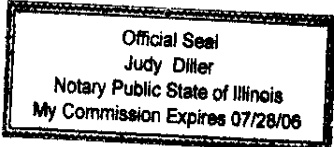
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that MARK HOFFMAN personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as General Partner of Ala Carte Entertainment Limited Partnership, an Illinois limited partnership, as his free and voluntary act, and pursuant to the authority granted to them as such General Partner by said limited partnership, for the uses and purposes therein set forth.

Given under my hand and notary seal,
this 3 day FEBRUARY, 2006

Judy Diller

Notary Public

My commission expires 7/28/06



STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Fred R. Hoffman, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notary seal,
this 3 day FEBRUARY, 2006

Judy Diller

Notary Public

My commission expires 7/28/06



UNOFFICIAL COPY**EXHIBIT "A"****Legal Description for Parcel I**

THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LOCATED 368.55 FEET NORTH OF THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 12 ON THE WEST LINE OF THE EAST 1/2 OF FRACTIONAL SECTION 1, TOWNSHIP 41 NORTH, RANGE 10; THENCE FROM SAID POINT SOUTH 59 DEGREES 58 MINUTES 38 SECONDS EAST, A DISTANCE OF 2.29 FEET TO A POINT; THENCE SOUTHEASTERLY FROM SAID POINT ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 703.99 FEET FOR AN ARC DISTANCE OF 334.82 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 331.67 FEET BEARING SOUTH 73 DEGREES 36 MINUTES 06 SECONDS EAST; THENCE EASTERLY FROM SAID POINT ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 539.96 FEET FOR AN ARC DISTANCE OF 65.18 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 65.14 FEET BEARING SOUTH 83 DEGREES 46 MINUTES 10 SECONDS EAST; THENCE DUE SOUTH FROM SAID POINT A DISTANCE OF 626.08 FEET TO A POINT; THENCE DUE EAST FROM SAID POINT A DISTANCE OF 137.41 FEET TO A POINT; THENCE DUE SOUTH FROM SAID POINT A DISTANCE OF 484.58 FEET TO A POINT; THENCE FROM SAID POINT NORTH 89 DEGREES 46 MINUTES 31 SECONDS EAST A DISTANCE OF 397.05 FEET TO A POINT 1.11 FEET EAST OF THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 12, WHICH IS 477.870 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 00 DEGREES 09 MINUTES 09 SECONDS WEST IN SAID WEST LINE 924.596 FEET TO ITS POINT OF INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF ALGONQUIN ROAD; THENCE SOUTH 58 DEGREES 55 MINUTES 28 SECONDS EAST IN SAID RIGHT OF WAY LINE 470.96 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON THE ARC OF A CIRCLE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 5779.65 FEET; A DISTANCE OF 678.600 FEET TO THE INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF ALGONQUIN ROAD AND THE NORTHWESTERLY RIGHT OF WAY LINE OF ARBOR DRIVE; THENCE SOUTH 24 DEGREES 20 MINUTES 46 SECONDS WEST ON A RADIAL LINE 83.0 FEET TO A POINT OF CURVE; THENCE SOUTHERLY AND EASTERLY ON THE ARC OF A CIRCLE HAVING A RADIUS OF 87 FEET AND BEING CONVEX SOUTHWESTERLY 137.123 FEET TO A POINT SAID CURVE HAVING A CHORD LENGTH OF 123.391 FEET BEARING SOUTH 20 DEGREES 49 MINUTES 08 SECONDS EAST; THENCE NORTHWESTERLY FROM SAID POINT ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 549.817 FEET FROM AN ARC DISTANCE OF 62.490 FEET TO A POINT; SAID CURVE HAVING A CHORD LENGTH 62.456 BEARING NORTH 62 DEGREES 43 MINUTES 40 SECONDS WEST, SAID POINT BEING THE POINT OF BEGINING OF THE TRACT OF LAND HEREIN TO BE DESCRIBED; THENCE CONTINUING NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 549.817 FEET FOR AN ARC DISTANCE OF 125.653 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 125.379 FEET BEARING NORTH 52 DEGREES 55 MINUTES 29 SECONDS WEST; THENCE NORTH 46 DEGREES 22 MINUTES 40 SECONDS WEST, A DISTANCE OF 159.576 FEET TO A POINT; THENCE DUE WEST A DISTANCE OF 343.449 FEET TO A POINT; THENCE DUE SOUTH A DISTANCE OF 150 FEET TO A POINT; THENCE DUE WEST A

1893 Waidon Office Square Schaumburg

LEGAL DESCRIPTION OF ADJACENT PARCEL I

ATTACHMENT A

PIN

85 251 474

UNOFFICIAL COPY

8 5 2 5 1 4 7

DISTANCE OF 31.0 FEET TO A POINT; THENCE DUE SOUTH A DISTANCE OF 126.0 FEET TO A POINT; THENCE DUE EAST A DISTANCE OF 21.0 FEET TO A POINT; THENCE DUE SOUTH A DISTANCE OF 68.0 FEET TO A POINT; THENCE DUE EAST A DISTANCE OF 193.0 FEET TO A POINT; THENCE DUE NORTH A DISTANCE OF 38.0 FEET TO A POINT; THENCE DUE EAST A DISTANCE OF 112.0 FEET TO A POINT; THENCE DUE SOUTH A DISTANCE OF 20.0 FEET TO A POINT; THENCE DUE EAST A DISTANCE OF 264.0 FEET TO A POINT; THENCE DUE NORTH 140.322 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, EXCEPT AND EXCLUDING ALL BUILDINGS, FIXTURES AND IMPROVEMENTS NOW OR AT ANY TIME ERECTED, CONSTRUCTED OR SITUATED UPON THE LAND OR ANY PART THEREOF, IN COOK COUNTY, ILLINOIS.

ALSO

RECREATION AREA EASEMENT:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID AS SET FORTH IN THE DECLARATION BY SCHAUMBURG DEVELOPMENT ASSOCIATES LIMITED PARTNERSHIP, A LIMITED PARTNERSHIP OF ILLINOIS, DATED JULY 22, 1970 AND RECORDED JULY 23, 1970 AS DOCUMENT NUMBER 21218272 AND AS CREATED BY DEED FROM SCHAUMBURG DEVELOPMENT ASSOCIATES LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, TO THIRD LAKEWOOD ASSOCIATES LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, DATED DECEMBER 21, 1970 AND RECORDED DECEMBER 31, 1970 AS DOCUMENT NUMBER 21356793 FOR ROADWAY OVER.

THAT PART OF THE NORTH 1/2 OF THE NORTH 1/2 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN LOCATED 846.00 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 12 ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE FROM SAID IRON PIN SOUTH 89 DEGREES 46 MINUTES 31 SECONDS WEST A DISTANCE OF 117.91 FEET TO AN IRON PIN, THENCE NORTHEASTERLY FROM SAID IRON PIN ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 445.00 FEET FOR AN ARC DISTANCE OF 340.03 FEET TO AN IRON PIN, SAID CURVE HAVING A CHORD LENGTH OF 331.82 FEET BEARING NORTH 24 DEGREES 29 MINUTES 48 SECONDS EAST; THENCE NORTHEASTERLY FROM SAID IRON PIN, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1007.82 FEET FOR AN ARC DISTANCE OF 63.53 FEET TO AN IRON PIN, SAID CURVE HAVING A CHORD LENGTH OF 63.54 FEET BEARING NORTH 00 DEGREES 48 MINUTES 00 SECONDS EAST; THENCE FROM SAID IRON PIN DUE EAST A DISTANCE OF 95.38 FEET TO AN IRON PIN; THENCE FROM SAID IRON PIN DUE SOUTH A DISTANCE OF 100.00 FEET TO AN IRON PIN; THENCE FROM SAID IRON PIN DUE EAST A DISTANCE OF 174.34 FEET TO AN IRON PIN; THENCE FROM SAID IRON PIN DUE SOUTH A DISTANCE OF 263.88 FEET TO AN IRON PIN; THENCE FROM SAID IRON PIN SOUTH 89 DEGREES 46 MINUTES 31

LEGAL DESCRIPTION OF ADJACENT PARCEL 1

ATTACHMENT A (page two of eight)

85 251 474

UNOFFICIAL COPY

8 5 2 5 1 4 7 4

SECONDS WEST A DISTANCE OF 290.29 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ALSO

EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID AS CREATED BY EASEMENT AGREEMENT BY AND BETWEEN HERBERT R. ANDERSON AND FAYE ANDERSON, HIS WIFE, AND OTHERS, AND SCHAUMBURG DEVELOPMENT ASSOCIATES LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, DATED JULY 22, 1970 AND RECORDED JULY 23, 1970 AS DOCUMENT NUMBER 21218272 AS SET FORTH IN THE DECLARATION OF EASEMENTS BY SCHAUMBURG DEVELOPMENT ASSOCIATES LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP DATED JULY 22, 1970 AND RECORDED JULY 23, 1970 AS DOCUMENT NUMBER 21218271, WHICH DECLARATION WAS AMENDED BY AMENDMENT TO DECLARATION OF EASEMENTS BY SCHAUMBURG DEVELOPMENT ASSOCIATES LIMITED PARTNERSHIP ("SCHAUMBURG") AN ILLINOIS LIMITED PARTNERSHIP DATED NOVEMBER 9, 1970 AND RECORDED NOVEMBER 10, 1970 AS DOCUMENT NUMBER 21314070 AND AS CREATED BY DEED FROM SCHAUMBURG DEVELOPMENT ASSOCIATES LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, TO THIRD LAKEWOOD PARTNERSHIP AN ILLINOIS LIMITED PARTNERSHIP DATED DECEMBER 21, 1970 AND RECORDED DECEMBER 31, 1970 AS DOCUMENT NUMBER 21356793 FOR ROADWAY OVER:

THAT PART OF FRACTIONAL SECTION 1, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTHWESTERLY RIGHT OF WAY OF ALGONQUIN ROAD, TOGETHER WITH THAT PART OF THE NORTH 1/2 OF THE NORTH 1/2 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN LOCATED 368.55 FEET NORTH OF THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 12 ON THE WEST LINE OF THE EAST 1/2 OF SAID FRACTIONAL SECTION 1; THENCE FROM SAID IRON PIN SOUTH 59 DEGREES 58 MINUTES 38 SECONDS EAST, A DISTANCE OF 2.29 FEET TO AN IRON PIN; THENCE SOUTHEASTERLY FROM SAID IRON PIN ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 703.99 FEET FOR AN ARC DISTANCE OF 334.82 FEET TO AN IRON PIN, SAID CURVE HAVING A CHORD LENGTH OF 331.67 FEET BEARING SOUTH 73 DEGREES 36 MINUTES 06 SECONDS EAST; THENCE EASTERLY FROM SAID IRON PIN ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 539.96 FEET FOR AN ARC DISTANCE OF 39.73 FEET TO AN IRON PIN, SAID CURVE HAVING A CHORD LENGTH OF 39.72 FEET BEARING SOUTH 85 DEGREES 07 MINUTES 07 SECONDS EAST; THENCE FROM SAID IRON PIN DUE SOUTH A DISTANCE OF 629.77 FEET TO AN IRON PIN; THENCE FROM SAID IRON PIN DUE EAST A DISTANCE OF 25.17 FEET TO AN IRON PIN; THENCE FROM SAID IRON PIN DUE NORTH A DISTANCE OF 692.93 FEET TO AN IRON PIN; THENCE NORTHWESTERLY FROM

LEGAL DESCRIPTION OF ADJACENT PARCEL I

ATTACHMENT A (page three of eight)

85
251
474

UNOFFICIAL COPY

SAID IRON PIN ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 605.66 FEET FOR AN ARC DISTANCE OF 61.87 FEET TO AN IRON PIN; SAID CURVE HAVING A CHORD LENGTH OF 61.84 FEET BEARING NORTH 84 DEGREES 18 MINUTES 00 SECONDS WEST; THENCE NORTHWESTERLY FROM SAID IRON PIN ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 637.99 FEET FOR AN ARC DISTANCE OF 303.43 FEET TO AN IRON PIN, SAID CURVE HAVING A CHORD LENGTH OF 300.57 FEET BEARING NORTH 73 DEGREES 36 MINUTES 02 SECONDS WEST; THENCE FROM SAID IRON PIN NORTH 59 DEGREES 58 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 67.88 FEET TO AN IRON PIN; THENCE FROM SAID IRON PIN NORTH 19 DEGREES 01 MINUTES 22 SECONDS EAST A DISTANCE OF 165.21 FEET TO AN IRON PIN ON THE SOUTHERLY CURVED RIGHT OF WAY LINE OF ALGONQUIN ROAD; THENCE FROM SAID IRON PIN NORTHWESTERLY ALONG SAID CURVED RIGHT OF WAY LINE OF ALGONQUIN ROAD ON A CURVE TO THE LEFT HAVING A RADIUS OF 8544.72 FEET FOR AN ARC DISTANCE OF 101.76 FEET TO AN IRON PIN, SAID CURVE HAVING A CHORD LENGTH OF 101.76 FEET BEARING NORTH 60 DEGREES 23 MINUTES 34 SECONDS WEST; THENCE FROM SAID IRON PIN SOUTH 19 DEGREES 01 MINUTES 22 SECONDS WEST A DISTANCE OF 164.46 FEET TO AN IRON PIN; THENCE FROM SAID IRON PIN SOUTH 14 DEGREES 49 MINUTES 21 SECONDS WEST A DISTANCE OF 68.39 FEET TO AN IRON PIN; THENCE FROM SAID IRON PIN SOUTH 19 DEGREES 01 MINUTES 22 SECONDS WEST A DISTANCE OF 140.98 FEET TO AN IRON PIN; THENCE SOUTHWESTERLY FROM SAID IRON PIN ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 445.00 FEET FOR AN ARC DISTANCE OF 275.11 FEET TO AN IRON PIN, SAID CURVE HAVING A CHORD LENGTH OF 270.75 FEET BEARING SOUTH 01 DEGREES 19 MINUTES 02 SECONDS WEST; THENCE FROM SAID IRON PIN SOUTH 16 DEGREES 23 MINUTES 38 SECONDS EAST A DISTANCE OF 290.89 FEET TO AN IRON PIN; THENCE SOUTHEASTERLY FROM SAID IRON PIN ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 917.82 FEET FOR AN ARC DISTANCE OF 304.36 FEET TO AN IRON PIN, SAID CURVE HAVING A CHORD LENGTH OF 302.97 FEET BEARING SOUTH 06 DEGREES 53 MINUTES 37 SECONDS EAST; THENCE SOUTHWESTERLY FROM SAID IRON PIN ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 355.00 FEET FOR AN ARC DISTANCE OF 271.26 FEET TO AN IRON PIN, SAID CURVE HAVING A CHORD LENGTH OF 264.71 FEET BEARING SOUTH 24 DEGREES 29 MINUTES 48 SECONDS WEST; THENCE FROM SAID IRON PIN SOUTH 43 DEGREES 36 MINUTES 46 SECONDS EAST A DISTANCE OF 90.00 FEET TO AN IRON PIN; THENCE NORTHEASTERLY FROM SAID IRON PIN ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 445.00 FEET FOR AN ARC DISTANCE OF 340.03 FEET TO AN IRON PIN SAID CURVE HAVING A CHORD LENGTH OF 331.82 FEET BEARING NORTH 24 DEGREES 29 MINUTES 48 SECONDS EAST; THENCE NORTHWESTERLY FROM SAID IRON PIN ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,007.82 FEET FOR AN ARC DISTANCE OF 334.21 FEET TO AN IRON PIN, SAID CURVE HAVING A CHORD LENGTH OF 332.68 FEET BEARING NORTH 06 DEGREES 53 MINUTES 37 SECONDS WEST; THENCE FROM SAID IRON PIN NORTH 16 DEGREES 23 MINUTES 38 SECONDS WEST A DISTANCE OF 290.89 FEET TO AN IRON PIN; THENCE NORTHERLY FROM SAID IRON PIN ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 355.00 FEET FOR AN ARC DISTANCE OF 219.44 FEET TO AN IRON PIN, SAID CURVE HAVING A CHORD

LENGTH OF 215.96 FEET BEARING NORTH 01 DEGREES 19 MINUTES 02 SECONDS EAST; THENCE FROM SAID IRON PIN NORTH 19 DEGREES 01 MINUTES 22 SECONDS EAST, A DISTANCE OF 123.49 FEET TO AN IRON PIN; THENCE FROM SAID IRON PIN SOUTH 59 DEGREES 58 MINUTES 38 SECONDS EAST, A DISTANCE OF 57.86 FEET TO THE POINT OF BEGINNING AND ALSO OVER THAT PART OF FRACTIONAL SECTION 1, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTHWESTERLY RIGHT OF WAY OF ALGONQUIN ROAD TOGETHER WITH THAT PART OF THE NORTH 1/2 OF THE NORTH 1/2 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

UNOFFICIAL COPY

COMMENCING AT A POINT LOCATED 368.55 FEET NORTH OF THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 12 ON THE WEST LINE OF THE EAST 1/2 OF SAID FRACTIONAL SECTION 1; THENCE FROM SAID POINT SOUTH 59 DEGREES 58 MINUTES 38 SECONDS EAST A DISTANCE OF 2.29 FEET TO A POINT; THENCE SOUTHEASTERLY FROM SAID POINT ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 703.99 FEET FOR AN ARC DISTANCE OF 334.82 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 331.67 FEET BEARING SOUTH 73 DEGREES 36 MINUTES 06 SECONDS EAST; THENCE SOUTHEASTERLY FROM SAID POINT ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 539.96 FEET FOR AN ARC DISTANCE OF 65.18 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 65.14 FEET BEARING SOUTH 83 DEGREES 46 MINUTES 10 SECONDS EAST TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 734.46 FEET FOR AN ARC DISTANCE OF 274.15 FEET TO A POINT SAID CURVE HAVING A CHORD LENGTH OF 272.56 FEET BEARING SOUTH 69 DEGREES 37 MINUTES 04 SECONDS EAST; THENCE SOUTH 58 DEGREES 55 MINUTES 28 SECONDS EAST A DISTANCE OF 323.07 FEET TO A POINT; THENCE NORTH 0 DEGREES 09 MINUTES 09 SECONDS WEST A DISTANCE OF 77.18 FEET TO A POINT THENCE NORTH 58 DEGREES 55 MINUTES 28 SECONDS EAST A DISTANCE OF 441.81 FEET TO A POINT THENCE NORTH 81 DEGREES 22 MINUTES 14 SECONDS WEST A DISTANCE OF 155.36 FEET TO A POINT THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 66.85 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ALSO

EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID AS DESCRIBED IN THE DECLARATION BY SCHAUMBURG DEVELOPMENT ASSOCIATES LIMITED PARTNERSHIP, DATED APRIL 5, 1971 AND RECORDED APRIL 14, 1971 AS DOCUMENT NUMBER 21448813 AND AS CREATED BY DECLARATION BY LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 1, 1971 AND KNOWN AS TRUST NO. 42150 DATED JUNE 22, 1971 AND RECORDED JULY 7, 1971 AS DOCUMENT NUMBER 21536943 FOR ROADWAY OVER:

THAT PART OF FRACTIONAL SECTION 1, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTHWESTERLY RIGHT OF WAY OF ALGONQUIN ROAD TOGETHER WITH THAT PART OF THE NORTH 1/2 OF THE NORTH 1/2 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LOCATED 368.55 FEET NORTH OF THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 12 ON THE WEST LINE OF THE EAST 1/2 OF SAID FRACTIONAL SECTION 1; THENCE FROM SAID POINT SOUTH 59 DEGREES 58 MINUTES 38 SECONDS EAST A DISTANCE OF 2.29 FEET TO A POINT; THENCE SOUTHEASTERLY FROM SAID POINT ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 703.99 FEET FOR AN ARC DISTANCE OF 334.82 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 331.67 FEET BEARING SOUTH 73 DEGREES 36 MINUTES 06 SECONDS EAST; THENCE SOUTHEASTERLY FROM SAID POINT ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 539.96 FEET FOR AN ARC DISTANCE OF 65.18 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 65.14 FEET BEARING SOUTH 83 DEGREES 46 MINUTES 10 SECONDS EAST; THENCE CONTINUING SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 734.46 FEET FOR AN ARC DISTANCE OF 274.15 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 272.56 FEET BEARING SOUTH 69 DEGREES 37 MINUTES 04 SECONDS EAST; THENCE SOUTH 58 DEGREES 55 MINUTES 28 SECONDS EAST A DISTANCE OF 323.07 FEET FOR A POINT OF

UNOFFICIAL COPY

BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 0 DEGREES 09 MINUTES 09 SECONDS WEST A DISTANCE OF 77.18 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF ALGONQUIN ROAD; THENCE SOUTH 58 DEGREES 55 MINUTES 28 SECONDS EAST IN SAID RIGHT OF WAY LINE 470.96 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON THE ARC OF A CIRCLE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 5779.65 FEET A DISTANCE OF 678.600 FEET SAID CURVE HAVING A CHORD LENGTH OF 678.230 FEET BEARING SOUTH 62 DEGREES 06 MINUTES 40 SECONDS EAST; THENCE SOUTH 24 DEGREES 20 MINUTES 46 SECONDS WEST ON A RADIAL LINE 83.0 FEET TO A POINT OF CURVE; THENCE SOUTHERLY AND EASTERLY ON THE ARC OF CIRCLE HAVING A RADIUS OF 87 FEET AND BEING CONVEX SOUTHWESTERLY 137.163 FEET TO A POINT SAID CURVE HAVING A CHORD LENGTH OF 123.391 FEET BEARING SOUTH 20 DEGREES 49 MINUTES 08 SECONDS EAST; THENCE NORTHWESTERLY FROM SAID POINT ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 549.817 FEET FOR AN ARC DISTANCE OF 188.143 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 187.226 FEET BEARING NORTH 56 DEGREES 10 MINUTES 51 SECONDS WEST; THENCE NORTH 46 DEGREES 22 MINUTES 40 SECONDS WEST, 181.479 FEET TO A POINT, THENCE NORTHWESTERLY FROM SAID POINT ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 561.694 FEET FOR AN ARC DISTANCE OF 149.118 FEET SAID CURVE HAVING A CHORD LENGTH OF 148.681 FEET BEARING NORTH 53 DEGREES 59 MINUTES 01 SECONDS WEST; THENCE NORTHWESTERLY FROM SAID POINT ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1721.978 FEET FOR AN ARC DISTANCE OF 99.972 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 99.958 FEET BEARING NORTH 63 DEGREES 15 MINUTES 06 SECONDS

WEST; THENCE NORTH 64 DEGREES 54 MINUTES 54 SECONDS WEST, A DISTANCE OF 131.033 FEET TO A POINT THENCE NORTHWESTERLY FROM SAID POINT ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1054.00 FEET FOR AN ARC DISTANCE OF 238.971 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 238.460 FEET BEARING NORTH 58 DEGREES 29 MINUTES 12 SECONDS WEST; THENCE NORTHWESTERLY FROM SAID POINT ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1716.735 FEET FOR AN ARC DISTANCE OF 209.739 FEET TO A POINT SAID CURVE HAVING A CHORD LENGTH OF 209.608 FEET BEARING NORTH 55 DEGREES 25 MINUTES 28 SECONDS WEST; THENCE NORTH 58 DEGREES 55 MINUTES 28 SECONDS WEST A DISTANCE OF 25.0 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ALSO

EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID AS CREATED BY EASEMENT AGREEMENT BY AND BETWEEN 4TH LAKEWOOD ASSOCIATES LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, AND THIRD LAKEWOOD ASSOCIATES LIMITED PARTNERSHIP AN ILLINOIS LIMITED PARTNERSHIP DATED JULY 21, 1972 AND RECORDED JULY 28, 1972 AS DOCUMENT NUMBER 21993885 FOR INGRESS AND EGRESS OVER:

THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

UNOFFICIAL COPY

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE NORTH 00 DEGREES 07 MINUTES 14 SECONDS WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12, A DISTANCE OF 644.19 FEET; THENCE SOUTH 84 DEGREES 02 MINUTES 23 SECONDS WEST, 33.30 FEET TO A POINT OF CURVE THENCE WESTERLY ALONG A CURVED LINE, TANGENT TO THE LAST DESCRIBED COURSE, CONVEX TO THE SOUTH AND HAVING A RADIUS OF 87.00 FEET, A DISTANCE OF 45.517 FEET TO A POINT OF COMPOUND CURVE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 549.817 FEET A DISTANCE OF 188.143 FEET TO A POINT OF TANGENCY; THENCE NORTH 46 DEGREES 22 MINUTES 40 SECONDS WEST TANGENT TO THE LAST DESCRIBED CURVED LINE, 159.576 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 122.949 FEET TO THE POINT OF BEGINNING, OF THE EASEMENT HEREIN BEING DESCRIBED; THENCE CONTINUING NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 50.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 63.00 FEET TO A POINT OF CURVE, THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 125.00 FEET A DISTANCE OF 54.571 FEET TO A POINT OF INTERSECTION WITH A CURVED LINE; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 1721.978 FEET A

DISTANCE OF 28.426 FEET TO A POINT OF COMPOUND CURVE; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 561.694 FEET A DISTANCE OF 21.750 FEET TO A POINT OF INTERSECTION WITH A CURVED LINE; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 75.00 FEET A DISTANCE OF 29.582 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 63.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ALSO

- > EASEMENT FOR THE BENEFIT OF PARCEL 1 TO OCCUPY AND USE IN THE FOLLOWING DESCRIBED PROPERTY FOR OFFICE BUILDING THAT PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LOCATED 368.55 FEET NORTH OF THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 12 ON THE WEST LINE OF THE EAST 1/2 OF FRACTIONAL SECTION 1, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE FROM SAID POINT 59 DEGREES 58 MINUTES 38 SECONDS EAST A DISTANCE OF 2.29 FEET TO A POINT; THENCE SOUTHEASTERLY FROM SAID POINT ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 703.99 FEET FOR AN ARC DISTANCE OF 334.82 FEET TO A POINT SAID CURVE HAVING A CHORD LENGTH OF 331.67 FEET BEARING SOUTH 73 DEGREES 36 MINUTES 06 SECONDS EAST; THENCE EASTERLY FROM SAID POINT ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 539.96 FEET FOR A DISTANCE OF 65.18 FEET TO A POINT SAID CURVE HAVING A CHORD LENGTH OF 65.14 FEET BEARING SOUTH 83 DEGREES 43 MINUTES 10 SECONDS EAST; THENCE DUE SOUTH FROM SAID POINT A DISTANCE OF 626.08 FEET TO A POINT; THENCE DUE EAST FROM SAID POINT A DISTANCE OF 137.41 FEET TO A POINT; THENCE DUE SOUTH FROM SAID POINT A DISTANCE OF 484.58 FEET TO A POINT; THENCE

85 251 474

UNOFFICIAL COPY

FROM SAID POINT N⁸⁹ DEGREES 46 MINUTES 31 SECONDS EAST, A DISTANCE OF 397.05 FEET TO A POINT 1.11 FEET EAST OF THE WEST LINE OF THE EAST 422.12 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12, WHICH IS 477.870 FEET NORTHERLY OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 00 DEGREES 09 MINUTES 09 SECONDS WEST IN SAID WEST LINE 924.596 FEET TO ITS POINT OF INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF ALGONQUIN ROAD; THENCE SOUTH 58 DEGREES 55 MINUTES 28 SECONDS EAST IN SAID RIGHT OF WAY LINE 470.96 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON THE ARC OF A CIRCLE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 5779.65 FEET, A DISTANCE OF 678.600 FEET TO THE INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF ALGONQUIN ROAD AND THE NORTHWESTERLY RIGHT OF WAY LINE OF ARBOR DRIVE, THENCE SOUTH 24 DEGREES 20 MINUTES 46 SECONDS WEST ON A RADIAL LINE 83.0 FEET TO A POINT OF CURVE, THENCE SOUTHERLY AND

EASTERLY ON THE ARC OF A CIRCLE HAVING A RADIUS OF 87 FEET AND BEING CONVEX SOUTHWESTERLY 137.163 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 123.391 FEET BEARING SOUTH 20 DEGREES 49 MINUTES 08 SECONDS EAST; THENCE NORTHEASTERLY FROM SAID POINT ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 549.817 FEET FOR AN ARC DISTANCE OF 62.490 FEET TO A POINT SAID CURVE HAVING A CHORD LENGTH OF 62.456 FEET BEARING NORTH 62 DEGREES 43 MINUTES 40 SECONDS WEST, THENCE CONTINUING NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 549.817 FEET FOR AN ARC DISTANCE OF 125.653 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 125.379 FEET BEARING NORTH 52 DEGREES 55 MINUTES 29 SECONDS WEST, THENCE NORTH 46 DEGREES 22 MINUTES 40 SECONDS WEST, A DISTANCE OF 159.576 FEET TO A POINT; THENCE DUE WEST A DISTANCE OF 343.449 FEET TO A POINT; THENCE DUE SOUTH A DISTANCE OF 150 FEET TO A POINT THENCE DUE WEST A DISTANCE OF 31.0 FEET TO A POINT; THENCE DUE SOUTH A DISTANCE OF 74.0 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED HEREIN, THENCE CONTINUING DUE SOUTH 40.25 FEET THENCE DUE WEST 0.54 FEET; THENCE DUE NORTH 40.25 FEET, THENCE DUE EAST 0.54 FEET TO THE POINT OF BEGINNING, AS CREATED BY EASEMENT AGREEMENT RECORDED FEBRUARY 9, 1973 AS DOCUMENT 22210253 FROM LA SALLE NATIONAL BANK, TRUST NO. 42150 AND 4TH LAKEWOOD ASSOCIATES LIMITED PARTNERSHIP TO LA SALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NO. 43136, IN COOK COUNTY, ILLINOIS.

LEGAL DESCRIPTION OF ADJACENT PARCEL I
ATTACHMENT A (page eight of eight)

85 251 474

UNOFFICIAL COPY

8 5 2 5 1 4 / 4
 THAT PART OF THE NORTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT IN THE EAST LINE OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 12, 400.00 FEET NORTH OF (AS MEASURED ALONG SAID EAST LINE WHICH BEARS NORTH 00 DEGREES 06 MINUTES 42 SECONDS WEST) THE INTERSECTION OF SAID EAST LINE WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 12; THENCE SOUTH 89 DEGREES 49 MINUTES 20 SECONDS WEST, 222.12 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 42 SECONDS WEST, 136.18 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 20 SECONDS WEST, 198.93 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 09 SECONDS WEST, 109.29 FEET; THENCE DUE EAST 364.938 FEET; THENCE DUE SOUTH 56.00 FEET; THENCE DUE EAST 21.00 FEET; THENCE DUE SOUTH 68.00 FEET; THENCE DUE EAST 193.00 FEET; THENCE DUE NORTH 38.00 FEET; THENCE DUE EAST, 112.00 FEET; THENCE DUE SOUTH 20.00 FEET; THENCE DUE EAST, 264.00 FEET; THENCE DUE NORTH 140.322 FEET; THENCE SOUTHEASTERLY ALONG A CURVED LINE, BEING THE ARC OF A CIRCLE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 549.817 FEET, AN ARC DISTANCE OF 4.67 FEET (THE CHORD OF WHICH ARC BEARS SOUTH 59 DEGREES 41 MINUTES 23 SECONDS EAST AND MEASURES 4.67 FEET); THENCE SOUTH 00 DEGREES 07 MINUTES 14 SECONDS EAST, 458.66 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 20 SECONDS EAST, 59.98 FEET; THENCE SOUTH 00

DEGREES 07 MINUTES 14 SECONDS EAST, 32.00 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 20 SECONDS EAST, 69.00 FEET TO A POINT IN THE WEST LINE OF THE EAST 40 RODS OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 12, AFORESAID; THENCE SOUTH 00 DEGREES 07 MINUTES 14 SECONDS EAST ALONG SAID WEST LINE, 183.00 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 12; THENCE SOUTH 89 DEGREES 49 MINUTES 20 SECONDS WEST ALONG THE LAST MENTIONED SOUTH LINE, 256.99 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 42 SECONDS WEST 400.00 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 20 SECONDS WEST, 400.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PERPETUAL NON-EXCLUSIVE EASEMENT CREATED BY A DECLARATION OF EASEMENTS DATED SEPTEMBER 12, 1977 AND RECORDED ON SEPTEMBER 26, 1977 AS DOCUMENT NUMBER 24120477 OVER THE FOLLOWING:

THAT PART OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT IN THE WEST LINE OF THE EAST 40 RODS OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 12, SAID POINT BEING 361.00 FEET NORTH OF (AS MEASURED ALONG SAID WEST LINE WHICH BEARS NORTH 00 DEGREES 07 MINUTES 14 SECONDS WEST) THE INTERSECTION OF SAID WEST LINE, WITH THE SOUTH LINE OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 12; THENCE SOUTH 89 DEGREES 49 MINUTES 20 SECONDS WEST, 128.98 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 14 SECONDS EAST, 177.20 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 46 SECONDS WEST, 24.00 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 14 SECONDS WEST, 177.18 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 20 SECONDS WEST, 113.95 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 42 SECONDS WEST, 24.00 FEET; THENCE

UNOFFICIAL COPY

NORTH 89 DEGREES 49 MINUTES 20 SECONDS EAST, 113.95 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 14 SECONDS WEST, 151.57 FEET; THENCE DUE EAST, 19.67 FEET; THENCE DUE NORTH, 140.322 FEET; THENCE SOUTHEASTERLY ALONG A CURVED LINE, BEING THE ARC OF A CIRCLE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 549.817 FEET, AN ARC DISTANCE OF 4.67 FEET (THE CHORD OF WHICH ARC BEARS SOUTH 59 DEGREES 41 MINUTES 23 SECONDS EAST AND MEASURES 4.67 FEET); THENCE SOUTH 00 DEGREES 07 MINUTES 14 SECONDS EAST, 289.46 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 20 SECONDS EAST, 128.98 FEET TO A POINT IN THE AFOREMENTIONED WEST LINE OF THE EAST 40 RODS OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 12; THENCE SOUTH 00 DEGREES 07 MINUTES 14 SECONDS EAST ALONG THE LAST MENTIONED WEST LINE, 24.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO:

PERPETUAL NON-EXCLUSIVE EASEMENT CREATED BY A DECLARATION OF EASEMENTS

DATED SEPTEMBER 12, 1977 AND RECORDED ON SEPTEMBER 26, 1977 AS DOCUMENT NUMBER 24120477 OVER THE FOLLOWING:

THAT PART OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 12, SAID POINT BEING 438.99 FEET WEST OF (AS MEASURED ALONG SAID SOUTH LINE WHICH BEARS SOUTH 89 DEGREES 49 MINUTES 20 SECONDS WEST) THE INTERSECTION OF SAID SOUTH LINE WITH THE WEST LINE OF THE EAST 40 RODS OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 12; THENCE SOUTH 89 DEGREES 49 MINUTES 20 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 12, A DISTANCE OF 24.00 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 42 SECONDS WEST, 385.00 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 20 SECONDS WEST, 76.65 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 40 SECONDS WEST, 15.00 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 20 SECONDS EAST, 229.50 FEET; THENCE DUE SOUTH 15.00 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 20 SECONDS EAST, 43.20 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 42 SECONDS EAST, 24.00 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 20 SECONDS WEST, 172.00 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 42 SECONDS EAST, 361.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

LEGAL DESCRIPTION OF ADJACENT PARCEL II

ATTACHMENT B (page two of two)

85 251 474

UNOFFICIAL COPY

EXHIBIT "B"

Legal Description for Parcel II

07-12-201-015

That part of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 12, Township 41 North, Range 10 East of the Third Principal Meridian, bounded by a line described as follows: Commencing at the intersection of the South line of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of said Section 12 with the West line of the East 40 rods of the Northeast 1/4 of the Northeast 1/4 of Section 12, aforesaid; thence North 00°07'14" West, along the West line of the East 40 rods, aforesaid, 133.00 feet to the point of beginning of the parcel to be described; thence North 89°49'20" West, 69.00 feet; thence North 00°07'14" West, 32.00 feet; thence North 89°49'20" West, 59.98 feet; thence North 00°07'14" West, 458.66 feet; thence Southeasterly, along a curved line, being the arc of a circle convex Southwesterly and having a radius of 57.82 feet, an arc distance of 57.82 feet (the chord of which arc bears South 62°58'21" East, and measures 57.79 feet), to a point of compound curvature; thence Southeasterly along a curved line, being the arc of a circle convex Southwesterly, tangent to the last described curved line and having a radius of 87.00 feet, an arc distance of 45.52 feet (the chord of which arc bears South 80°58'15" East, and measures 45.00 feet), to a point of tangency; thence North 81°02'23" East, tangent to the last described curved line, 33.30 feet to a point in the West line of the East 40 rods of the Northeast 1/4 of the Northeast 1/4 of Section 12, aforesaid; thence South 00°07'14" East, along the last mentioned West line, 461.19 feet to the point of beginning, in Cook County, Illinois.

AREA IN SURVEY = 58,226.88 Sq. Ft.
OR 1.3367 Acres

85 251 41

UNOFFICIAL COPY**EXHIBIT "C"****Legal Description for Parcel III**

PIN # 07-12-201-013-000

That part of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 12, Township 41 North, Range 10 East of the Third Principal Meridian, bounded by a line described as follows: Commencing at the Southwest corner of the East 422.12 feet of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 12; thence North $00^{\circ}-06'-42''$ West along the West line of the East 422.12 feet of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 12, a distance of 477.87 feet; thence North $89^{\circ}-46'-31''$ East, 1.11 feet; thence North $00^{\circ}-09'-09''$ West, 167.60 feet; thence due East, 364.938 feet; thence due North, 70.0 feet; thence due East, 31.0 feet; thence due North, 150.0 feet; thence due East, 343.449 feet to the point of beginning of the parcel to be described; thence North $46^{\circ}-22'-40''$ West, 21.903 feet to a point of curvature, thence Northwesterly along a curved line, being the arc of a circle convex Northeasterly, tangent to the last described course and having a radius 561.694 feet, an arc distance of 127.368 feet (the chord of which arc bears North $52^{\circ}-52'-28''$ West and measures 127.095 feet); thence North $28^{\circ}-22'-22''$ East, 65.561 feet to a point in the South erly right-of-way line of Algonquin Road (Illinois Route #62), as dedicated per Document No. 11195796; thence Southeasterly along the curved Southwesterly right-of-way line of said Algonquin Road, being the arc of a circle convex Southeasterly, the tangent of which is at right angles to the last described course and having a radius of 5779.65 feet, an arc distance of 388.168 feet (the chord of which bears South $63^{\circ}-33'-05''$ East and measures 388.082 feet); thence South $24^{\circ}-20'-46''$ West, 83.0 feet to a point of curvature; thence Southerly and Easterly along the arc of circle convex Westerly, tangent to the last described course and having a radius of 87 feet, an arc distance of 137.163 feet (the chord of which arc bears South $20^{\circ}-49'-08''$ East and measures 123.391 feet); thence Northwesterly along a curved line, being the arc of a circle convex Southwesterly and having a radius of 549.817 feet, an arc distance of 188.143 feet (the chord of which arc bears North $56^{\circ}-10'-51''$ West and measures 187.226 feet), to a point of tangency; thence North $46^{\circ}-22'-40''$ West, tangent to the last described curved line, 159.576 feet to the point of beginning, in Cook County, Illinois, excepting therefrom that part taken for roadway purposes, more particularly described as the following two parcels:

UNOFFICIAL COPY

Parcel A: That part of the Northeast $\frac{1}{4}$ of Section 12, Township 41 North, Range 10 East of the Third Principal Meridian, described as follows: Beginning at the Northeast corner of the property conveyed by Instrument recorded May 9, 1989 as Document No. 89206965, in Cook County, Illinois; thence along an assumed bearing South $24^{\circ}-50'-33''$ West, along the Easterly line of the aforesaid property conveyed per Document No. 89206965, a distance of 20.00 feet; thence North $50^{\circ}-19'-32''$ West, a distance of 59.16 feet to a point on a 5784.65 foot radius curve, the center of said curve bears North $25^{\circ}-16'-15''$ East from said point; thence West along said curve, concave Northeast, 331.33 feet, central angle of $03^{\circ}-16'-54''$ to the Westerly line of said tract of land conveyed per Document No. 89206965; thence North $28^{\circ}-52'-05''$ East, along said Westerly line, 5.00 feet to the Southwesterly right-of-way line of Algonquin Road (Illinois Route 62), as dedicated per Document No. 11195796, said point also being a point on a 5779.65 foot radius curve, the center of circle bears North $28^{\circ}-33'-09''$ East; thence East along said Southwesterly right-of-way line and said curve concave Northeast, 388.17 feet, central angle of $03^{\circ}-50'-53''$ to the point of beginning, in Cook County, Illinois, containing 0.054 acres.

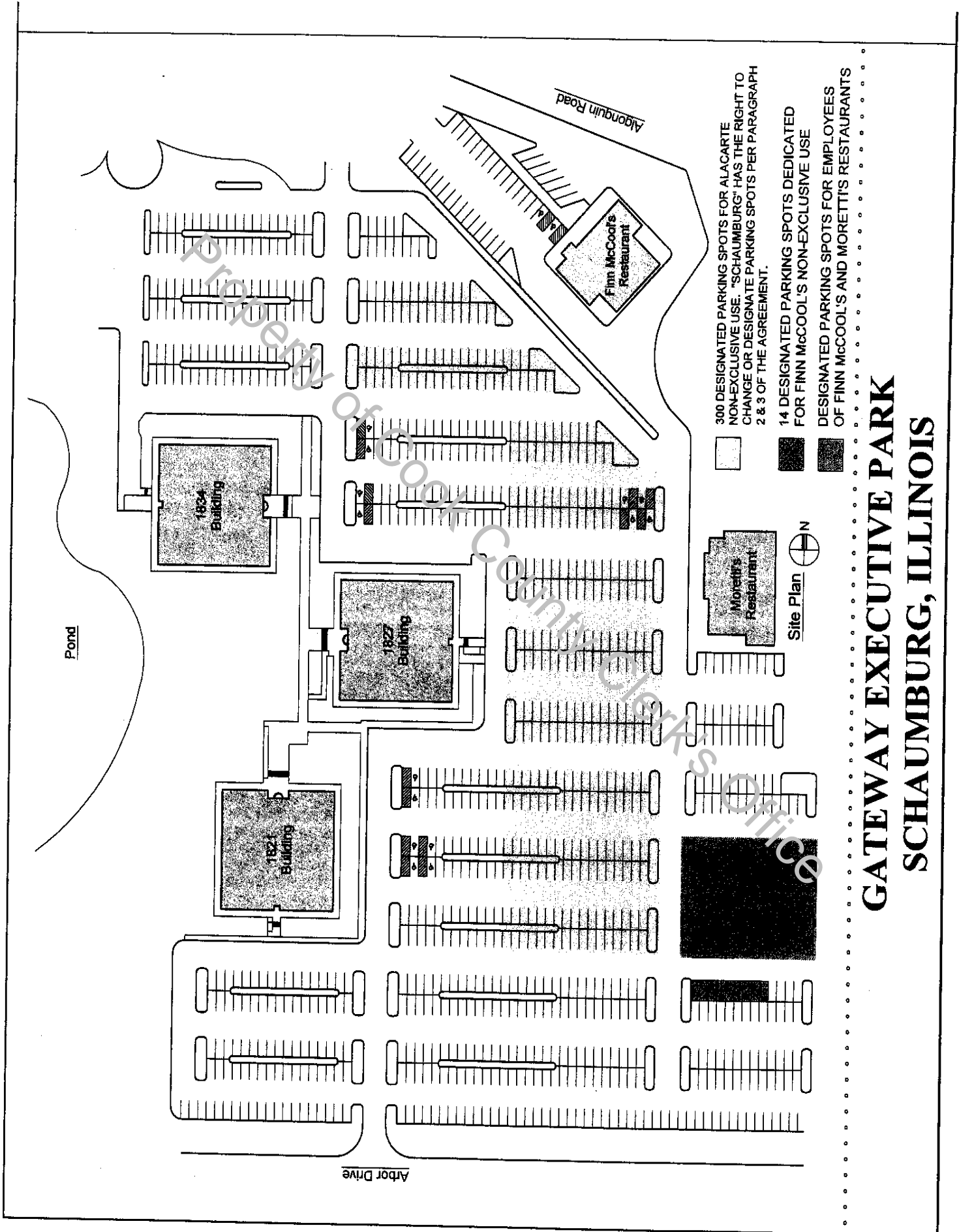
Parcel B: That part of the Northeast $\frac{1}{4}$ of Section 12, Township 41 North, Range 10 East of the Third Principal Meridian, described as follows: Commencing at the North corner of the property conveyed by Instrument recorded May 9, 1989 as Document No. 89206965, in Cook County, Illinois; thence along an assumed bearing of South $24^{\circ}-50'-33''$ West, along the Easterly line of said property conveyed per Document No. 89206965, a distance of 20.00 feet; thence North $50^{\circ}-19'-32''$ West, 19.47 feet to the point of beginning, said point also being on a 5794.65 foot radius curve, the center of circle of said curve bears North $24^{\circ}-53'-27''$ East from said point; thence West along said curve concave Northeast, 370.40 feet, central angle of $03^{\circ}-39'-45''$; thence North $28^{\circ}-52'-05''$ East, 10.00 feet to a point on a 5784.65 foot radius curve, the center of circle bears North $28^{\circ}-33'-10''$ East; thence East along said curve concave Northeast, 331.33 feet, central angle of $03^{\circ}-16'-54''$; thence South $50^{\circ}-19'-32''$ East, 39.69 feet to the point of beginning, in Cook County, Illinois, containing 0.080 acres.

Legal Description for Finn McCool's

UNOFFICIAL COPY

EXHIBIT "D"

Site Plan for Easement Area, Including Delineated Parking Spaces



300 DESIGNATED PARKING SPOTS FOR ALACARTE NON-EXCLUSIVE USE. "SCHAUMBURG" HAS THE RIGHT TO CHANGE OR DESIGNATE PARKING SPOTS PER PARAGRAPH 2 & 3 OF THE AGREEMENT.

14 DESIGNATED PARKING SPOTS DEDICATED FOR FINN MCCOOL'S NON-EXCLUSIVE USE

DESIGNATED PARKING SPOTS FOR EMPLOYEES OF FINN MCCOOL'S AND MORETTI'S RESTAURANTS



Site Plan 

GATEWAY EXECUTIVE PARK SCHAUMBURG, ILLINOIS

UNOFFICIAL COPY

EXHIBIT "E"

Parking Lot Lighting Specifications

Manufacturer: Ruud Lighting

Model: PR-16 Series

Type: Parking/Roadway Light

Quantity: 4-6 fixtures total

Said lighting shall be installed in locations, and in accordance with plans prepared by James + Kutyla Architecture, said plans being dated February 3, 2005, and being submitted to the Village of Schaumburg for permit.