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Doc#: 0731316039 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/09/2007 11:32 AM Pg: 1 of 13

8357365 P2 SCS 3083

After recording, mail to:
Sonnenschein Nath & Rosenthal LLP
One Metropolitan Square, Suite 3000
St. Louis, Missouri 63102
Attention: Jennifer A. Marler, Esq.

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

This SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is entered into as of November 7, 2007 (the "Effective Date"), between NATIONAL CITY BANK, a national banking association ("Mortgagee"), and MICROSOFT CORPORATION, a Washington corporation, ("Tenant"), with reference to the following facts:

A. NL Properties, LLC, an Illinois limited liability company ("Landlord"), owns the real property located at 601 Northwest Avenue, Northlake, Illinois 60164 (such real property, including all buildings, improvements, structures and fixtures located thereon, "Property"), as more particularly described in **Exhibit A**. Landlord is a party to this Agreement for purposes of acknowledging and approving the agreements set forth herein.

B. Mortgagee has made a loan to Landlord (the "Loan").

C. To secure the Loan, Landlord has encumbered the Property by granting that certain Amended and Restated Mortgage, Security Agreement, Assignment of Leases and Fixture Filing, dated as of July 27, 2007, to Mortgagee (as the same has been and may be amended, increased, renewed, extended, spread, consolidated, severed, restated, or otherwise changed from time to time, the "Mortgage"), recorded on August 3, 2007 as Document 0721533119 of the Office of the Recorder of Deeds for Cook County, Illinois (the "Land Records").

D. Pursuant to a Lease Agreement dated as of Nov. 1, 2007 (the "Lease"), as evidenced by the certain Memorandum of Lease dated as of Nov. 1, 2007, and recorded on 11-9-07, 2007 as Document 0731316038 of the Land Records (the "Memorandum of Lease"), Landlord demised to Tenant the Property and the exclusive rights thereto together with all of Landlord's rights of

4615687

Box 400-CTCC

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access, in common with others, in and to the Property and all appurtenances to and benefiting the Property (subject only to those exclusions described in the Lease, the "Tenant's Premises").

E. Tenant and Mortgagee desire to agree upon the relative priorities of their interests in Property and their rights and obligations if certain events occur.

NOW, THEREFORE, for good and sufficient consideration, Tenant and Mortgagee agree:

1. Definitions.

The following terms shall have the following meanings for purposes of this Agreement.

1.1 *Foreclosure Event.* A "Foreclosure Event" means: (a) foreclosure under the Mortgage; (b) any other exercise by Mortgagee of rights and remedies (whether under the Mortgage or under applicable law, including bankruptcy law) as holder of the Loan and/or the Mortgage, as a result of which Successor Landlord becomes owner of the Property; or (c) delivery by Landlord to Mortgagee (or its designee or nominee) of a deed or other conveyance of Landlord's interest in the Property in lieu of any of the foregoing.

1.2 *Former Landlord.* A "Former Landlord" means Landlord and any other party that was landlord under the Lease at any time before the occurrence of any attornment under this Agreement.

1.3 *Rent.* The "Rent" means any Base Rent and Additional Rent as defined under the Lease.

1.4 *State.* The state where the Property is located.

1.5 *Successor Landlord.* A "Successor Landlord" means any party that becomes owner of Property pursuant to or as a result of a Foreclosure Event.

Capitalized terms not otherwise defined herein shall have the meaning given to that term in the Lease.

2. Subordination.

The Lease and the Memorandum of Lease are, and shall at all times remain, subject and subordinate to the Mortgage, and all advances made under the Mortgage. Mortgagee agrees that the Mortgage does not and shall not cover any personal property owned or leased by the Tenant or any of its subtenants, including, without limitation, inventory, furniture, and equipment owned or leased by Tenant or its subtenants from any person or entity other than Landlord, to the extent that Tenant or its subtenants are permitted or required to remove the same from the Property pursuant to the Lease, the Memorandum of Lease, or otherwise. Tenant agrees that the right of first offer set forth in Section 2.4 of the Lease shall not apply to Mortgagee in connection with any Foreclosure Event; provided, however, such right of first offer shall thereafter apply to Mortgagee or any other Successor Landlord who acquires the Property through a Foreclosure Event.

3. Nondisturbance, Recognition and Attornment.

3.1 *No Exercise of Mortgage Remedies Against Tenant.* So long as the Lease has not been terminated on account of a Tenant Default (as defined in the Lease), Mortgagee shall not name or join Tenant as a defendant in any exercise of Mortgagee's rights and remedies arising upon a default under the

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Mortgage unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or prosecuting such rights and remedies. In the latter case, Mortgagee may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action.

3.2 *Nondisturbance and Attornment.* If the Lease has not been terminated on account of a Tenant Default, then, if and when Successor Landlord takes title to Property, subject to the terms of this Agreement: (a) the Lease shall continue in full force and effect, and neither the Lease, Tenant's right of possession of Property nor its rights under the Lease shall be disturbed, terminated, altered or otherwise adversely affected, nor shall the Lease, Tenant's right of possession of Property nor Tenant's rights under the Lease be disturbed, terminated, altered or otherwise adversely affected, by the existence of, or any default under, any Mortgage, and in the event of a Foreclosure Event, the Successor Landlord shall be bound to Tenant for the Term of the Lease and any Renewal Term, the rights of Tenant under the Lease shall expressly survive, and the Lease shall in all respects continue in full force and effect so long as no Tenant Default has occurred and is continuing; (b) Tenant shall recognize and attorn to Successor Landlord as Tenant's direct landlord under the Lease as affected by this Agreement; and (c) any sale of the Property or any portion thereof pursuant to any Foreclosure Event, shall be made subject to the Lease and the rights of Tenant thereunder.

3.3 *Further Documentation.* The provisions of this Article shall be effective and self-operative without any need for Successor Landlord or Tenant to execute any further documents. Tenant and Successor Landlord shall, however, confirm the provisions of this Article in writing upon request by either of them.

4. *Protection of Successor Landlord.*

Notwithstanding anything to the contrary in the Lease or the Mortgage,;

4.1 *Claims Against Former Landlord.* Successor Landlord shall not be subject to any offsets or defenses which Tenant might have against any Former Landlord or liable to Tenant in money damages for any act or omission of any Former Landlord under the Lease; provided, however, that the Successor Landlord shall be subject to the exercise by Tenant of its rights and remedies under the Lease as to Landlord Defaults (as defined in the Lease) of the Former Landlord that are continuing on the date the Successor Landlord succeeds to such interest.

4.2 *Prepayments.* Successor landlord shall not be bound by any payment of Rent that Tenant may have made to Former Landlord more than thirty (30) days before the date such Rent was first due and payable under the Lease with respect to any period after the date Successor Landlord succeeds to the interest of Landlord under the Lease other than, and only to the extent that, the Lease expressly required such a prepayment.

4.3 *; Security Deposit.* Successor Landlord shall not have any obligation: to pay Tenant any sum(s) that any Former Landlord owed to Tenant with respect to any security deposited with Former Landlord, unless such security was actually delivered to Mortgagee.

4.4 *Modification, Amendment, or Waiver.* Successor Landlord shall not be bound by any modification or amendment of the Lease, or any waiver of any terms of the Lease, made without Mortgagee's written consent which shall not be unreasonably withheld, delayed or conditioned.

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4.5 *Surrender, Etc.* Any consensual or negotiated surrender, cancellation, or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant, unless effected unilaterally by Tenant pursuant to the express terms of Paragraph 13, 14, or 25 of the Lease.

5. *Exculpation of Successor Landlord.*

Notwithstanding anything to the contrary in this Agreement or the Lease, upon any attornment pursuant to this Agreement, Successor Landlord's obligations and liability under the Lease shall never extend beyond Successor Landlord's (or its successors' or assigns') interest, if any, in the Property from time to time, including but not limited to insurance and condemnation proceeds, Successor Landlord's interest in the Lease, and the proceeds from any sale or other disposition of the Property by Successor Landlord (collectively, "Successor Landlord's Interest"). Tenant shall look exclusively to Successor Landlord's Interest (or that of its successors and assigns) for payment or discharge of any obligations of Successor Landlord under the Lease as affected by this Agreement. If Tenant obtains any money judgment against Successor Landlord with respect to the Lease or the relationship between Successor Landlord and Tenant, then Tenant shall look solely to Successor Landlord's Interest (or that of its successors and assigns) to collect such judgment. Tenant shall not collect or attempt to collect any such judgment out of any other assets of Successor Landlord.

6. *Mortgagee's Right to Cure.*

6.1 *Notice to Mortgagee.* Tenant shall provide Mortgagee with notice of the breach or default by Landlord under the Lease at the same time that it provides notice of the alleged breach or default to the Landlord (the "Default Notice") and, thereafter, the opportunity to cure such breach or default as provided for below.

6.2 *Mortgagee's Cure Period.* After Mortgagee receives a Default Notice, Mortgagee shall have a period of thirty (30) days beyond the time available to Landlord under the Lease in which to cure the breach or default by Landlord. Mortgagee shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Landlord, except to the extent that Mortgagee agrees or undertakes otherwise in writing or as is expressly provided for in this Agreement.

6.3 *Extended Cure Period.* In addition, as to any breach or default by Landlord the cure of which requires possession and control of Property, provided only that Mortgagee undertakes to Tenant by written notice to Tenant within thirty (30) days after receipt of the Default Notice to exercise (and thereafter does in fact continuously exercise) reasonable efforts to cure or cause to be cured by a receiver such breach or default within the period permitted by this paragraph, Mortgagee's cure period shall continue for such additional time (the "Extended Cure Period") as Mortgagee may reasonably require to either (a) obtain possession and control of Property and thereafter cure the breach or default with reasonable diligence and continuity or (b) obtain the appointment of a receiver and give such receiver a reasonable period of time in which to cure the default; provided further however, that in no event shall any such extended period of time extend beyond the date which is 360 days beyond the Default Notice is delivered to the Mortgagee.

7. *Notice and Cure in favor of the Tenant.*

Mortgagee agrees to promptly provide to Tenant copies of all notices of the occurrence of a default under the Mortgage and the same time period provided in the Mortgage to cure such default. The

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cure period shall be co-terminous with the cure period provided to the Landlord, if any, under the Mortgage and related documents.

8. *Confirmation of Facts.*

Tenant represents to Mortgagee and to any Successor Landlord, in each case as of the Effective Date:

8.1 *Effectiveness of Lease.* The Lease is in full force and effect, has not been modified except as described on Schedule B, and constitutes the entire agreement between Landlord and Tenant relating to Tenant's Premises. No unfulfilled conditions exist to Tenant's obligations under the Lease except as described in Schedule B.

8.2 *No Landlord Default.* To the best of Tenant's knowledge, no breach or default by Landlord exists, and no event has occurred that, with the giving of notice, the passage of time or both, would constitute such a breach or default except as described in Schedule B.

8.3 *No Tenant Default.* To the best of Tenant's knowledge, Tenant is not in default under the Lease and has not received any uncured notice of any default by Tenant under the Lease except as described in Schedule B.

8.4 *No Transfer.* Tenant has not transferred, encumbered, mortgaged, assigned, conveyed, or otherwise disposed of the Lease or any interest therein, other than sublease(s) or assignments, mortgages, encumbrances, transfers, conveyances or dispositions made in compliance with the Lease and set forth on Schedule B.

8.5 *Due Authorization.* Tenant has full authority to enter into this Agreement, which has been duly authorized by all necessary actions.

9. *Miscellaneous.*

9.1 *Notices.* All notices, requests and communications ("Notice") desired or required to be provided hereunder shall be given in writing, and shall be personally delivered or mailed by first class certified mail, postage prepaid, return receipt requested or by recognized overnight delivery to Mortgagee, Landlord or Tenant, as the case may be, at the addresses listed below. Any Notice provided for herein shall become effective only upon and at the time of receipt by the party to whom it is given, unless such Notice is mailed by certified mail or recognized overnight delivery, in which case it shall be deemed to be received (i) if mailed, on the earlier of the second business day following the mailing thereof, or the day of its receipt if such day is a business day (or if not a business day, the first business day thereafter); or (ii) the date of delivery if sent by recognized overnight delivery.

If to Landlord:

NL Properties, LLC
 c/o The Koman Group
 One CityPlace, Suite 540
 St. Louis, Missouri 63141
 Attention: Bill Koman

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With a copy to:

Thompson Coburn LLP
One US Bank Plaza
St. Louis, Missouri 63101
Attn: Craig Olschansky, Esq.

If to Tenant:

Microsoft Corporation
One Microsoft Way
Redmond, Washington 98052-6399
Attention: General Manager, Real Estate and Facilities

With a copy to:

Microsoft Corporation
One Microsoft Way
Redmond, Washington 98052-6399
Attention: Timothy R. Osborn, Legal and Corporate Affairs

If to Mortgagee:

National City Bank
120 S. Central Avenue, Suite 900
St. Louis, Missouri 63105
Attention: Nancy A. Pozo

With a copy to:

Sonnenschein Nath & Rosenthal LLP
One Metropolitan Square, Suite 3000
St. Louis, Missouri 63102
Attention: Jennifer A. Marler

Each party may designate a change of address by notice to the other party, given at least fifteen (15) days before such change of address is to become effective.

9.2 *Successors and Assigns.* This Agreement shall bind and benefit the parties, their successors and assigns, any Successor Landlord, and its successors and assigns. If Mortgagee assigns the Mortgage, then upon delivery to Tenant of written notice thereof accompanied by the assignee's written assumption of all obligations under this Agreement, all rights and liability of the assignor under this Agreement shall terminate.

9.3 *Entire Agreement.* This Agreement constitutes the entire agreement between Mortgagee and Tenant regarding the subordination of the Lease to the lien of the Mortgage and the rights and obligations of Tenant and Mortgagee as to the subject matter of this Agreement.

9.4 *Interaction with Lease and with Mortgage.* If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties and any Successor Landlord, including upon any

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attornment pursuant to this Agreement. Notwithstanding anything herein or in the Mortgage to the contrary, (i) insurance proceeds and any Net Award (as defined in the Lease) shall at all times be permitted to be used in accordance with the provisions of the Lease and any payments of any insurance proceeds or any Net Award to which Tenant is entitled under the Lease shall be payable in accordance with the terms of the Lease; (ii) any consents required of Landlord, Successor Landlord or Mortgagee related to the Lease shall not be unreasonably withheld, conditioned or delayed. This Agreement constitutes full compliance with any provisions in the Lease that provide for subordination of the Lease to the lien of, or for delivery of nondisturbance agreements by the holder of, the Mortgage. Mortgagee confirms that Mortgagee has consented to Landlord's entering into the Lease.

9.5 *Mortgagee's Rights and Obligations.* Except as expressly provided for in this Agreement Mortgagee shall have no obligations to Tenant with respect to the Lease. If an attornment occurs pursuant to this Agreement, then all rights and obligations of Mortgagee under this Agreement shall terminate without thereby affecting in any way the rights and obligations of Successor Landlord provided for in this Agreement.

9.6 *Interpretation; Governing Law.* The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the internal laws of the State of Illinois, excluding its principles of conflict of laws.

9.7 *Amendments.* This Agreement may be amended, discharged or terminated, or any of its provisions waived, only by a written instrument executed by all of the parties hereto.

9.8 *Execution.* This Agreement may be executed in any number of counterparts, with signature to each such counterpart being deemed signature to all such counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

9.9 *Authority Representation.* Each party represents to the other parties hereto that such party has full power and authority to enter into this Agreement, and such party's entry into this Agreement has been duly authorized by all necessary actions, that the individual executing this Agreement on behalf of the such party has full authority to do so, and that this Agreement is binding and enforceable against such party in accordance with its terms.

9.10 *Attorney's Fees.* In the event any legal action or proceeding is commenced to interpret or enforce the terms of or obligations arising out of this Agreement, or to recover damages for the breach thereof; the party prevailing in any such action or proceeding shall be entitled to recover from the non-prevailing party all reasonable attorney's fees, costs and expenses incurred by the prevailing party as shall be plead and proven by such party and awarded by a court of competent jurisdiction.

9.11 *Notice of Foreclosure Proceedings; Defaults Under the Mortgage or Note.* Tenant may, in accordance with applicable law, record against the Property, a request for notice of foreclosure proceeding relative to the Mortgage.

9.12 *Termination.* From and after payment in full of the Loan secured by the Mortgage and the recordation of a release or satisfaction thereof, without the transfer of the Property to Mortgagee as a purchaser, this Agreement shall become void and of no further force or effect.

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9.13 *No Oral Amendments.* This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by the parties hereto or their respective successors in interest.

9.14 *Time of the Essence.* Time is of the essence of this Agreement.

9.15 *Tenant Acknowledgements.* Tenant acknowledges and agrees that (a) Tenant has notice that the Lease and the rent and other sums due under the Lease have been or are to be assigned to Mortgagee as security for the Loan. If Mortgagee notifies Tenant in writing of a default under the Mortgage and requests that Tenant pay its rent and other sums due under the Lease to Mortgagee, Tenant shall pay such sums directly to Mortgagee or as Mortgagee may otherwise request; and (b) this Agreement satisfies any condition or requirement in the Lease relating to the granting of a nondisturbance agreement

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IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the day and year first above written.

MORTGAGEE:

NATIONAL CITY BANK,
a national banking association

By: *Nancy A. Pozo*
Nancy A. Pozo, Senior Vice President

STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this 6 day of November, 2007 by NANCY A. POZO, a Senior Vice President of NATIONAL CITY BANK, a national banking association. NANCY A. POZO is personally known to me, or has produced a valid driver's license as identification.

(NOTARIAL SEAL)



MATTHEW R. FISHER
My Commission Expires
May 26, 2009
St. Louis City
Commission #05718640

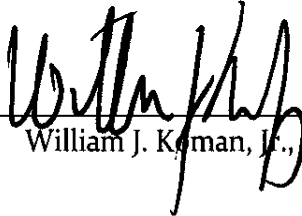
Matthew R Fisher
Notary Public
Name: Matthew R Fisher
My Commission Expires May 26, 2009
Commission No.: 05718640

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

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LANDLORD:

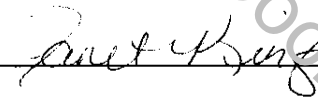
NL PROPERTIES, LLC, an Illinois limited liability company

By: 
William J. Koman, Jr., Manager

State of Missouri)

County of St. Louis)

The foregoing instrument was acknowledged before me this 1st day of November, 2007 by **WILLIAM J. KOMAN, JR.**, the Manager of **NL PROPERTIES, LLC**, an Illinois limited liability company on behalf of such limited liability company.

 (signature)

Print Name: Janet King

Notary Public (title)

My Commission Expires: 10/3/2008



Prepared by and upon recording return to: Sonnenschein Nath & Rosenthal LLP, One Metropolitan Square, Suite 3000, St. Louis, Missouri 63102.

UNOFFICIAL COPY**EXHIBIT A****PARCEL 1:**

LOT 1 IN DUKE REALTY CORPORATION NORTHLAKE TWO SUBDIVISION, A SUBDIVISION OF PART OF SECTIONS 30 AND 31, TOWNSHIP 40, NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF COVENANTS AND EASEMENTS DATED SEPTEMBER 29, 2004 AND RECORDED OCTOBER 7, 2004 AS DOCUMENT 0428118172 AND AS CREATED BY DEED FROM DUKE REALTY LIMITED PARTNERSHIP, AN INDIANA LIMITED PARTNERSHIP RECORDED JANUARY 2, 2007 AS DOCUMENT 0700233236 FOR VEHICULAR (INCLUDING TRUCK TRAFFIC) AND PEDESTRIAN INGRESS AND EGRESS TO AND FROM LOTS 1, 2 AND 3 AND THE ADJACENT PUBLIC RIGHT-OF-WAY KNOWN AS NORTHWEST AVENUE OVER THE LAND AS DEPICTED ON EXHIBIT B-1 ATTACHED THERETO AND AS AMENDED BY FIRST MODIFICATION TO DECLARATION OF EASEMENTS BY DUKE REALTY LIMITED PARTNERSHIP, AN INDIANA LIMITED PARTNERSHIP, NL QUALIFIED, LLC, A MISSOURI LIMITED LIABILITY COMPANY AND CELLI LEASING COMPANY, AN ILLINOIS CORPORATION RECORDED JANUARY 2, 2007 AS DOCUMENT NUMBER 0700233238.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS RESERVED IN DEED RECORDED OCTOBER 7, 2004 AS DOCUMENT 0428118173 FROM DUKE REALTY LIMITED PARTNERSHIP, AN INDIANA LIMITED PARTNERSHIP TO DUKE CONSTRUCTION LIMITED PARTNERSHIP FOR OVERHEAD POWER AND UNDERGROUND WATER SERVICE OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOT 2 IN DUKE REALTY CORPORATION NORTHLAKE TWO SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTIONS 30 AND 31, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 28, 2004 AS DOCUMENT NO. 047244049, DESCRIBED BY COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ON THE WEST LINE OF SAID LOT, 140.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 49.40 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 31 SECONDS EAST, 22.41 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 50.15 FEET TO A POINT ON A LINE 10.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT; THENCE NORTH 89 DEGREES 59 MINUTES 01 SECONDS EAST, ON SAID PARALLEL LINE, 27.71 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 79.77 FEET; THENCE NORTH 26 DEGREES 27 MINUTES 05 SECONDS EAST, 89.11 FEET TO A POINT ON A LINE 10.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT; THENCE NORTH 89 DEGREES 59 MINUTES 01 SECONDS EAST, ON SAID PARALLEL LINE 22.34 FEET; THENCE SOUTH 26 DEGREES 27 MINUTES 05 SECONDS WEST, 111.02 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 14 SECONDS WEST, 62.70 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE EASEMENT AGREEMENT DATED NOVEMBER 22, 2006 AND RECORDED JANUARY 2, 2007 AS DOCUMENT NUMBER 0700233237 BY DUKE REALTY LIMITED PARTNERSHIP, AN

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INDIANA LIMITED PARTNERSHIP AND NL QUALIFIED, LLC, A MISSOURI LIMITED LIABILITY COMPANY FOR ACCESS EASEMENT, 10 FEET IN WIDTH, FOR ACCESS, INGRESS AND EGRESS ON, OVER AND ACROSS THE DUKE PROPERTY AS SHOWN ON THE SITE PLAN ATTACHED THERETO AS EXHIBIT C AND UTILITY EASEMENT FOR THE INSTALLATION, OPERATION, UTILIZATION, REPAIR, REPLACEMENT, MAINTENANCE, REMOVAL AND USE OF UNDERGROUND UTILITIES INCLUDING, WITHOUT LIMITATION, TELEPHONE, ELECTRIC AND FIBER OPTIC LINES AND PURPOSES LOCATED THEREON WITHIN THE AREA OF THE ACCESS EASEMENT AS SHOWN ON THE SITE PLAN ATTACHED THERETO AS EXHIBIT C.

PARCEL 5:

LOT 2 IN DUKE REALTY CORPORATION NORTHLAKE TWO SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTIONS 30 AND 31, TOWNSHIP 40, NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

12-30-300-011-0000
12-30-300-012-0000

601 NORTHWEST AVENUE
NORTH LAKE, IL 60164