

UNOFFICIAL COPY



AFTER RECORDING RETURN TO:

Jeffrey B. Schamis, Esq.
Seyfarth Shaw LLP
131 S. Dearborn Street
Suite 2400
Chicago, Illinois 60603
(312) 460-5000

Doc#: 0801033033 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/10/2008 09:22 AM Pg: 1 of 15

ASSIGNMENT AND ASSUMPTION AGREEMENT

HP WILLOW LLC, an Illinois limited liability company ("Assignor"), in consideration of the sum of Ten and no/100 DOLLARS (\$10,00), in hand paid, the receipt and sufficiency of which is hereby acknowledged, hereby sells, assigns, transfers and sets over unto WILLOW FESTIVAL LLC, a Delaware limited liability company ("Assignee"), the following described property:

All estate, right, title and interest which Assignor now has or may later acquire in and to the following property (all or any part of such property, or any interest in all or any part of it, as the context may require, the "Assigned Property"):

(a) all of Assignor's leasehold estate creation under that certain Amended and Restated Ground Lease dated as of September 15, 2005 by and between Chicago Title Land Trust Company as successor trustee to Cole Taylor Bank, as Trustee under Trust Agreement dated August 1, 2002 and known as Trust No. 99-8164, as lessor, and Assignor, as lessee, a memorandum of which was recorded in the Recorder's Office of Cook County, as Document No. 0527312183 (said Ground Lease, together with all present or future modifications, amendments, additions, assignments and supplements thereto and substitutions, extensions, renewals and replacements thereof, is hereinafter referred to as the "Ground Lease"), demising the premises legally described in Exhibit A and located in unincorporated Cook county, Illinois for a term of years expiring no sooner than December 31, 2101, together with all options to renew, extend or purchase, if any (including rights of first refusal) now or hereafter contained in the Ground Lease, and the benefit of all covenants contained in the Ground Lease, whether running with the land or otherwise, together with all buildings, improvements, tenements, easements, hereditaments, and appurtenances now and/or at any time or times hereafter upon, belonging or otherwise appertaining to or situated on said real estate, including all minerals, oil, gas, other hydrocarbons and associated substances, sulphur, nitrogen, carbon dioxide, helium and other commercially valuable substances which may be in, under or produced from any part of said real estate, all development rights and credits, air rights, water, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock, and all heretofore or hereafter acquired roads, alleys, streets, passages and other publicways abutting said real estate, whether before or after vacation thereof (hereinafter referred to as the "Land");

(b) all buildings, structures and improvements now located or later to be constructed on the Land (the "Improvements");

Box 400-CTCC

5431011 D2AEM

1079

15
g

UNOFFICIAL COPY

(c) all existing and future appurtenances, privileges, easements, franchises and tenements of the Land, including all minerals, oil, gas, other hydrocarbons and associated substances, sulphur, nitrogen, carbon dioxide, helium and other commercially valuable substances which may be in, under or produced from any part of the Land, all development rights and credits, air rights, water, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock, and arty land lying in the streets, roads or avenues, open or proposed, in front of or adjoining the Land and improvements;

(d) all existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions ("leases") relating to the use and enjoyment of all or any part of the Land and Improvements, and any and all guaranties and other agreements relating to or made in connection with any of such leases;

(e) all easements and rights of way of any kind or character, whether described in Exhibit A or not, relating to or appertaining to the Land;

(f) all goods, materials, supplies, chattels, furniture, fixtures, equipment and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Land and Improvements, whether stored on the Land or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also oil gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment, all of which shall be considered to the fullest extent of the law to be real property for purposes of this Assignment;

(g) all building materials, equipment, work in process or other personal property of any kind, whether stored on the Land or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Land or Improvements;

(h) all of Assignor's interest in and to any of Assignor's funds now or later to be held by or on behalf of Assignee;

(i) all rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Assignor with third parties (including all utility deposits), contract rights, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as-built drawings, chattel paper, instruments, documents, notes, drafts and letters of credit (other than letters of credit in favor of Assignee), which arise from or relate to construction on the Land or to any business now or later to be conducted on it, or to the Land and Improvements generally;

(j) all proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, Improvements or the other

UNOFFICIAL COPY

property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Land, Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact;

(k) all books and records pertaining to any and all of the property described above, including computer-readable memory and any computer hardware or software necessary to access and process such memory ("Books and Records");

(l) all other tangible and intangible personal property, equipment and supplies located at or used in connection with the Land, including, without limitation, logos, trade styles and trade names, including, without limitation, the name "North Shore Village", brochures, manuals, lists of prospective tenants, advertising material, assignable utility contracts, assignable telephone numbers;

(m) all proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

The Assigned Property is sold, transferred and assigned subject to the Permitted Exceptions attached hereto as Exhibit B.

Assignor hereby agrees to indemnify and hold Assignee harmless from and against any and all cost, expense, liability, damage and claim that may arise out of the obligations of Assignor under the Ground Lease, occurring on or before the date hereof.

Assignee hereby accepts such assignment and agrees to perform all obligations of Assignor under the Ground Lease. Assignee hereby agrees to indemnify and hold Assignor harmless from and against any and all cost, expense, liability, damage and claim that may arise out of obligation of Assignor under the Ground Lease occurring after the date hereof.

**REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS**

UNOFFICIAL COPY

IN WITNESS WHEREOF, and intending to be legally bound, Assignor and Assignee have executed and delivered this Assignment as of the date set forth below.

Date: December 21, 2007

HP WILLOW LLC, an Illinois limited liability company

By [Signature]

Printed Name: TODD BERLINGER

Title: managing member

WILLOW FESTIVAL LLC, a Delaware limited liability company

By: HP Willow LLC, its Manager

By [Signature]

Printed Name: TODD BERLINGER

Title: managing member

Exempt under provisions of Paragraph E, Section 4, Real Estate Transfer Tax Act.

1-2-08
Date

[Signature]
Buyer Seller or Representative

Property of Cook County Clerk's Office

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 Todd Berlinghof, personally known to me to be the Managing Member of HP Willow LLC, an Illinois limited liability company, appeared before me this day in person and acknowledged that as such Managing Member, he signed and delivered said instrument, pursuant to due authority, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21st day of December, 2007.

Sela L. Brown
NOTARY PUBLIC

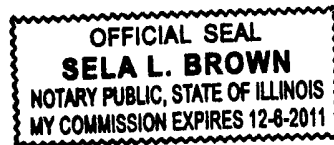


STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Todd Berlinghof, personally known to me to be the Managing Member of Willow Festival LLC, a Delaware limited liability company, appeared before me this day in person and acknowledged that as such Managing Member, he signed and delivered said instrument, pursuant to due authority, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21st day of December, 2007.

Sela L. Brown
NOTARY PUBLIC



UNOFFICIAL COPY

LESSOR CONSENT TO ASSIGNMENT

This Lessor Consent to Assignment ("Consent") is attached to and made a part of that certain Assignment and Assumption Agreement dated as of December 21, 2007 ("Assignment Document"), between HP Willow LLC, an Illinois limited liability company ("Lessee"), and Willow Festival LLC, a Delaware limited liability company ("New Lessee").

The undersigned, Chicago Title Land Trust Company, as successor trustee to Cole Taylor Bank, not personally, but solely as Trustee under a Trust Agreement dated August 1, 2002, and known as Trust No. 99-8164 ("Lessor"), is the ground lessor under that certain Amended and Restated Ground Lease for Real Estate Parcels SE-1A-2 and SE-1A-X dated September 15, 2005 ("Original Lease"), between Lessor and FCL Willow & Waukegan LLC, an Illinois limited liability company, of which Lessee was the ground lessee (prior to the effective date of the Assignment Document) by an Assignment and Assumption Agreement dated as of April 18, 2006, and recorded in the Recorder's Office of Cook County, Illinois ("Recorder's Office") on May 10, 2006 as Document No. 0613045065. A Short Form and Memorandum of the Original Lease was recorded in the Recorder's Office on September 30, 2005 as Document No. 0527312183. Lessee has requested Lessor consent to the assignment by Lessee to New Lessee pursuant to the Assignment Document, and Lessor hereby consents to said assignment, subject to the terms and conditions set forth in this Consent.

1. Nothing contained in this Consent shall be construed (i) to modify, waive, impair or affect any of the covenants, agreements, terms, provisions or conditions contained in the Original Lease, as heretofore amended and as the same may be hereafter amended ("Ground Lease"), including without limitation the applicable terms and provisions of Section 9.1 of the Original Lease (except as may be herein expressly provided) or of any document delivered in connection with the Original Lease, or (ii) to waive any breach of Lessee in the due keeping, observance or performance thereof.

2. This Consent shall not be construed as (i) consent by Lessor to, or as permitting, any other or further assignments by New Lessee, all of which shall be subject to the applicable terms and provisions of Section 9.1 of the Original Lease, or (ii) making Lessor a party to the Assignment Document, it being understood and agreed by Lessee and New Lessee that Lessor is not bound by any of the covenants, agreements, terms, provisions or conditions contained in the Assignment Document and that neither the execution and delivery of this Consent nor the receipt by Lessor of an executed counterpart of the Assignment Document shall be deemed to change any provision of this Consent or to be a consent to, or an approval by Lessor of, any covenant, agreement, term, provision or condition contained in the Assignment Document.

3. Upon delivery of a true and complete fully executed counterpart of the Assignment Document to Lessor following recording of the Assignment Document with this Consent attached, Lessor shall accept New Lessee as the lessee under the Ground Lease from and after December 21, 2007, which shall be the effective date of the Assignment Document; provided, however, that this Consent is given under the express understanding that New Lessee is an Affiliate of Lessor as of the date hereof and that all notices shall continue to be sent to New

UNOFFICIAL COPY

Lessee at the address and to the attention of the individuals to which notices by Lessor previously have been sent, unless and until further notice is given by New Lessee to Lessor in the manner specified in and pursuant to the applicable provisions of the Ground Lease.

4. Capitalized terms used but not defined in this Consent shall have the meanings ascribed to them in the Lease.

5. This Consent is executed by CHICAGO TITLE LAND TRUST COMPANY, as successor trustee to Cole Taylor Bank, not personally, but solely as Trustee under a Trust Agreement dated August 1, 2002, and known as Trust No. 99-8164, solely in the exercise of the power and authority conferred upon and vested in said Trustee in its capacity as Trustee of such Trust (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing contained in this Consent shall be construed as creating any liability whatsoever against said Trustee personally and in particular, without limiting the generality of the foregoing, there shall be no personal liability to comply with the terms of this Consent, to pay any indebtedness accruing under the Assignment Document or to perform any covenant, either express or implied, in the Lease contained, or to keep, preserve or sequester any property of either Trust, and that all personal liability of said Trustee of every sort, if any, is hereby expressly waived by every Person now or hereafter claiming any right or security under this Consent; and that so far as said Trustee is concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the Premises leased pursuant to the Ground Lease or the respective improvements of the lessees thereunder, as the case may be, for the payment thereof. It is further understood and agreed that said Trustee has no agents or employees and merely holds naked title to the Premises legally described in Exhibit A to the Assignment Document; that said Trustee has no control over, or under the Ground Lease or the Assignment Document, and assumes no responsibility for (a) the management or control of the Premises the respective improvements of the lessees thereunder, as the case may be, (b) the upkeep, inspection, maintenance or repair of Lot SE-1A or the Landscape Improvements, (c) the collection of rents or rental from Lot SE-1A or the respective improvements of the lessees thereunder, as the case may be, or (d) the conduct of any business which is carried on upon the Premises or the respective Improvements of the Lessee or Tenants thereunder, as the case may be. It is hereby agreed that said Trustee shall be permitted to attach the form of exculpation customarily used by it to all documents, agreements, instruments, or other writings executed by it in connection with this Consent.

[Signature Page Follows]

UNOFFICIAL COPY

The undersigned has executed and delivered this consent as of this 27th day of December 2007.



CHICAGO TITLE LAND TRUST COMPANY,
not personally, but solely as Trustee as aforesaid

By: *Lidia Marinca*

Printed Name: **LIDIA MARINCA**

Title: **Trust Officer**

ACKNOWLEDGEMENT

STATE OF ILLINOIS

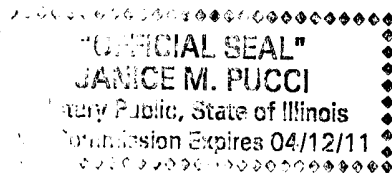
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that **LIDIA MARINCA** personally known to me to be the **Trust Officer** of **CHICAGO TITLE LAND TRUST COMPANY** whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such **Trust Officer**, signed and delivered the said instrument of writing as such **Trust Officer** pursuant to authority given by the Board of Directors of such Company, as his/her free and voluntary act, and as the free and voluntary act and deed of such Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27th day of December 2007.

My Commission Expires

Janice M. Pucci
Notary Public



UNOFFICIAL EXHIBIT A

STREET ADDRESS: WAUKEGAN & WILLOW

CITY: NORTHBROOK

COUNTY: COOK

LEGAL DESCRIPTION

TAX NUMBER: 04-23-108-001-0000

and 04-23-200-043-0000

LEGAL DESCRIPTION:**PARCEL 1 (SE-1A-2):**

LOT SE-1A IN TECHNY PARCEL SE-1 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 14, AND PART OF THE NORTHWEST 1/4 OF SECTION 23, AND PART OF THE NORTHEAST 1/4 OF SECTION 23, ALL IN TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, TO THE FINAL PLAT OF SUBDIVISION OF TECHNY PARCEL SE-1 RECORDED ON DECEMBER 22, 2000, AS DOCUMENT NUMBER 01007540, IN COOK COUNTY, ILLINOIS;

EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT SE-1A; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT SE-1A THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) SOUTH 29 DEGREES 44 MINUTES 54 SECONDS EAST 472.59 FEET; 2) SOUTH 81 DEGREES 06 MINUTES 17 SECONDS WEST 275.77 FEET; 3) SOUTH 01 DEGREES 07 MINUTES 13 SECONDS WEST 510.84 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 41 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 14, A DISTANCE OF 748.85 FEET TO THE WEST LINE OF SAID LOT SE-1A; THENCE NORTHERLY AND EASTERLY ALONG SAID WEST LINE OF LOT SE-1A, SAID LINE ALSO BEING THE EASTERLY LINE OF HERETOFORE DEDICATED FOUNDERS DRIVE AND SOUTHERLY LINE OF HERETOFORE DEDICATED KAMP DRIVE, THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) NORTH 01 DEGREES 18 MINUTES 05 SECONDS EAST 289.90 FEET TO A POINT OF CURVATURE; 2) NORTHERLY ALONG AN ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 650.00 FEET, HAVING A CHORD BEARING OF NORTH 04 DEGREES 13 MINUTES 34 SECONDS WEST, 125.42 FEET TO A POINT OF REVERSE CURVATURE; 3) NORTHEASTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 100.00 FEET, HAVING A CHORD BEARING OF NORTH 25 DEGREES 14 MINUTES 57 SECONDS EAST, 122.18 FEET TO A POINT OF TANGENCY; 4) NORTH 60 DEGREES 15 MINUTES 06 SECONDS EAST 864.22 FEET TO THE PLACE OF BEGINNING;

ALSO EXCEPTING THEREFROM ALL THAT PART CONVEYED TO THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION BY DEED RECORDED OCTOBER 14, 2004 AS DOCUMENT 0428849048, TAKEN FOR ROAD WIDENING, ALL IN COOK COUNTY, ILLINOIS

PARCEL 2 (SE-1A-X):

LOT 12 (EXCEPT THAT PART LYING SOUTH OF THE LINE 50 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTH 1/2 OF SECTION 23) IN COUNTY CLERK'S DIVISION OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE MAP THEREOF RECORDED ON OCTOBER 11, 1876 IN BOOK 11 OF PLATS, PAGE 70 AS DOCUMENT NUMBER 106454 (EXCEPTING THEREFROM ALL THAT PART THEREOF CONVEYED TO THE STATE OF ILLINOIS FOR THE USE OF THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS BY DEED RECORDED AS DOCUMENT 21157212 TAKEN FOR ROAD PURPOSES, AND ALSO EXCEPTING THEREFROM ALL THAT PART CONVEYED TO THE STATE OF ILLINOIS BY DEED RECORDED OCTOBER 14, 2004 AS DOCUMENT 0248849048, TAKEN FOR ROAD WIDENING), ALL IN COOK COUNTY, ILLINOIS

PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION AND GRANT OF EASEMENTS FOR PRIVATE DRIVES AND DRIVEWAYS DATED JANUARY 21, 2000 AND RECORDED APRIL

UNOFFICIAL COPY

13, 2000 AS DOCUMENT 00261797 AND BY AMENDED AND RESTATED DECLARATION AND GRANT OF EASEMENTS FOR PRIVATE DRIVES AND DRIVEWAYS RECORDED SEPTEMBER 19, 2005 AS DOCUMENT 0526639112 FOR THE PURPOSE OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS OVER FOUNDERS DRIVE.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT B PERMITTED EXEPTIONS

- B.
1. TAXES FOR THE YEAR(S) 2007
2007 TAXES ARE NOT NOW DUE OR PAYABLE.

PERM TAX#	PCL	YEAR	1ST INST	STAT	2ND INST	STAT
04-23-108-001-0000	1 OF 2	2006	\$151,681.10	PAID	\$146,696.41	PAID
THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. AFFECTS PARCEL 1						
04-23-200-043-0000	2 OF 2	2006	\$7,967.18	PAID	\$6,756.31	PAID
THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. AFFECTS PARCEL 2						

F. TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THE TRANSPORTATION FACILITIES AND PROGRAMS AGREEMENT MADE BY AND BETWEEN THE VILLAGE OF NORTHBROOK, THE SOCIETY OF THE DIVINE WORD AND RUBLOF INC., RECORDED JULY 7, 1989 AS DOCUMENT NUMBER 89309243.

FIRST AMENDED AND RESTATED TRANSPORTATION FACILITIES AND PROGRAMS AGREEMENT MADE BY AND BETWEEN THE VILLAGE OF NORTHBROOK AND THE SOCIETY OF THE DIVINE WORD DATED JULY 13, 1999 AND RECORDED NOVEMBER 12, 1999 AS DOCUMENT NUMBER 09067536.

(AFFECTS PARCEL 1)

G. DECLARATION AND GRANT OF EASEMENTS FOR PRIVATE DRIVES AND DRIVEWAYS DATED JANUARY 21, 2000 BY SOCIETY OF THE DIVINE WORD RECORDED APRIL 13, 2000 AS DOCUMENT 00261797.

AMENDED AND RESTATED DECLARATION AND GRANT OF EASEMENTS FOR PRIVATE DRIVES AND DRIVEWAYS RECORDED SEPTEMBER 19, 2005 AS DOCUMENT 0526227127 AND RE-RECORDED AS DOCUMENT 0526639112 AND THE TERMS AND CONDITIONS SET FORTH THEREIN.

(FOR FURTHER PARTICULARS, SEE RECORD.)

H. TERMS, PROVISIONS AND CONDITIONS OF DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RIGHTS FOR THE REAL ESTATE PARCELS NC-1, EC-1, EC-2, AND SE-1, WITHIN THE TECHNYPROPERTY, NORTHBROOK, ILLINOIS, AND PROVIDING FOR THE TECHNYPROPERTY ASSOCIATION, RECORDED NOVEMBER 12, 1999 AS DOCUMENT NUMBER 09067537.

AMENDED AND RESTATED DECLARATION DATED SEPTEMBER 15, 2005 AND RECORDED SEPTEMBER 19, 2005 AS DOCUMENT NUMBER 0526227126.

J. EASEMENT IN FAVOR OF NORTHERN ILLINOIS GAS COMPANY, THE COMMONWEALTH EDISON COMPANY, ILLINOIS BELL TELEPHONE COMPANY (AMERITECH), TCI CABLE TELEVISION COMPANY AND 21ST CENTURY CABLE TELEVISION OF ILLINOIS AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE PLAT RECORDED/FILED AS DOCUMENT NO. 0001007540, AFFECTING THE LAND AS FOLLOWS:

UNOFFICIAL COPY

THE EAST 5 OF THE WEST 20 FEET OF LOT SE-1A AS NOTED IN PARCEL 1

K. EASEMENT IN FAVOR OF VILLAGE OF NORTHBROOK, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE PLAT RECORDED/FILED AS DOCUMENT NO. 0001007540, AFFECTING THE WEST 15 FEET OF THE LAND.

L. COVENANTS AND RESTRICTIONS (BUT OMITTING ANY SUCH COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS) CONTAINED IN PLAT OF SUBDIVISION RECORDED DECEMBER 22, 2000 AS DOCUMENT NO. 0001007540, WHICH DOES NOT CONTAIN A REVERSIONARY OR FORFEITURE CLAUSE.

M. EASEMENT IN FAVOR OF COMMONWEALTH EDISON COMPANY, AN ILLINOIS CORPORATION AND AMERITECH-ILLINOIS, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. 0010791546, AFFECTING THE WESTERLY 5 FEET OF PARCEL 1 OF THE LAND.

N. STORM WATER DRAINAGE EASEMENT AGREEMENT BETWEEN COLE TAYLOR BANK AS TRUSTEE UNDER TRUST NUMBER 99-8163 DATED NOVEMBER 11, 2000 AND COLE TAYLOR BANK AS TRUSTEE UNDER TRUST NUMBER 99-8164 DATED AUGUST 1, 2002 DATED NOVEMBER 4, 2002 AND RECORDED NOVEMBER, 2002 AS DOCUMENT NUMBER 0021236726.

Q. LANDSCAPE BUFFER EASEMENT AGREEMENT DATED SEPTEMBER 15, 2005 AND RECORDED SEPTEMBER 30, 2005 AS DOCUMENT 0527312185 AFFECTING THE LAND, AND THE TERMS AND PROVISIONS CONTAINED THEREIN.

(AFFECTS PARCEL 1 AND OTHER PROPERTY NOT NOW IN QUESTION)

R. ANNEXATION AGREEMENT DATED DECEMBER 15, 1988 AND RECORDED DECEMBER 16, 1988 AS DOCUMENT 88581079 MADE BY AND BETWEEN SOCIETY OF THE DIVINE WORD, A NOT-FOR-PROFIT CORPORATION ILLINOIS AND VILLAGE OF NORTHBROOK.

FIRST AMENDMENT RECORDED MARCH 27, 1991 AS DOCUMENT 91137573.

SECOND AMENDMENT RECORDED NOVEMBER 10, 1993 AS DOCUMENT 93916442.

THIRD AMENDMENT RECORDED NOVEMBER 12, 1999 AS DOCUMENT 09067534.

FOURTH AMENDMENT RECORDED AS DOCUMENT 0515103085

FIFTH AMENDMENT RECORDED AUGUST 18, 2005 AS DOCUMENT 0523032093.

SIXTH AMENDMENT RECORDED MARCH 8, 2006 AS DOCUMENT 0606718036.

SEVENTH AMENDMENT RECORDED SEPTEMBER 12, 2006 AS DOCUMENT 0634939087.

TRANSFEREE ASSUMPTION AND SUCCESSOR AGREEMENT BY, BETWEEN AND AMONG SOCIETY OF THE DIVINE WORD, DIVINE WORD TECHNICAL COMMUNITY CORPORATION, HP WILLOW LLC AND THE VILLAGE OF NORTHBROOK RECORDED DECEMBER 21, 2007 AS DOCUMENT 0735560028.

AC. LEASE MADE BY HP WILLOW LLC TO AMERICAN CHARTERED BANK, A MEMORANDUM OF WHICH WAS RECORDED MAY 15, 2006 AS DOCUMENT NO. 0613533127, DEMISING THE LAND FOR A TERM OF 20 YEARS

UNOFFICIAL COPY

BEGINNING ON THE COMMENCEMENT DATE AS DEFINED IN THE GROUND LEASES WITH 4 SUCCESSIVE OPTIONS TO EXTEND FOR 5 YEARS EACH, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER BY, SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH, OR UNDER SAID LESSEE.

AF. EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THE INSTRUMENT RECORDED SEPTEMBER 26, 2006 AS DOCUMENT 0626933161, GRANTING EASEMENT FOR ACCESS TO AND USE OF THE COMMON AREAS, PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS AND USE OF ACCESS DRIVE, PUBLIC UTILITIES, DRAINAGE, SIGN RIGHTS AND CURE RIGHT EASEMENTS OVER AND UPON PORTION OF A PARCEL OF LAND MORE PARTICULARLY DESCRIBED IN SCHEDULE II OF SAID INSTRUMENT AND DEPICTED ON EXHIBIT 'C' ATTACHED THERETO, AND RELATING TO DESIGN OF COMMON AREAS AND BUILDING EXTENSIONS, COMMON AREA SALES AND DISPLAYS, MAINTENANCE AND THE TERMS AND CONDITIONS CONTAINED THEREIN.

AL. TERMS, PROVISIONS AND CONDITIONS CONTAINED IN GRANT OF EASEMENTS RECORDED JANUARY 3, 2007 AS DOCUMENT 0700322101, MADE BY CHICAGO TITLE LAND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS SUCCESSOR TRUSTEE TO OCLE TAYLOR BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1, 2002 AND KNOWN AS TRUST NUMBER 9908164 AND HP WILLOW LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, IN FAVOR OF NORTHERN ILLINOIS GAS COMPANY, D/B/A NICOR GAS COMPANY, ITS SUCCESSORS AND ASSIGNS, AN EASEMENT TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN ITS FACILITIES, TOGETHER WITH RIGHT OF ACCESS THERETO, AFFECTING PART OF THE LAND.

(FOR FURTHER PARTICULARS, SEE RECORD.)

AM. LEASE MADE BY HP WILLOW LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AND RECREATIONAL EQUIPMENT, INC., A WASHINGTON CORPORATION, DATED MAY 31, 2006, A MEMORANDUM OF WHICH WAS RECORDED JANUARY 23, 2007 AS DOCUMENT 0702333157, DEMISING THE LAND FOR A TERM OF TEN (10) YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER BY, SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH, OR UNDER SAID LESSEE.

AN. EASEMENT IN FAVOR OF ILLINOIS BELL TELEPHONE COMPANY DOING BUSINESS AS AT&T ILLINOIS, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. 0708733174.

(AFFECTS PARCEL 1)

TERMS, PROVISIONS AND CONDITIONS CONTAINED IN VACATION OF EASEMENTS AND GRANT OF REPLACEMENT EASEMENTS RECORDED AUGUST 14, 2007 AS DOCUMENT 0722635257, IN FAVOR OF THE ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, AN ILLINOIS CORPORATION, ITS SUCCESSORS AND ASSIGNS. SEE INSTRUMENT FOR FURTHER PARTICULARS.

AP. LAWN SPRINKLER APPLICATION PERMIT AND RELEASE AGREEMENT RECORDED MAY 11, 2007 AS DOCUMENT 0713150088 BY THE VILLAGE OF NORTHBROOK.

AR. NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT BY AND BETWEEN DIVINE WORD TECHNY CORPORATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION AND HIGHLAND PARK CVS, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY RECORDED 0713810105.

AS. TERMS AND CONDITIONS CONTAINED IN THE STORM WATER EASEMENT AGREEMENT BY AND AMONG CHICAGO TITLE LAND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 31, 2006 AND

UNOFFICIAL COPY

KNOWN AS TRUST NUMBER 1114332, CHICAGO TITLE LAND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 31, 2006 AND KNOWN AS TRUST NUMBER 1114333, FCL FOUNDERS DRIVE LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO COLE TAYLOR BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1, 2002 AND KNOWN AS TRUST NUMBER 99-8164 AND HP WILLOW LLC, AN ILLINOIS LIMITED LIABILITY COMPANY RECORDED AUGUST 7, 2007 AS DOCUMENT 0721942003.

AT. TENANTS IN POSSESSION, AS TENANTS ONLY, UNDER CURRENT LEASES, WITH NO OPTIONS TO PURCHASE OR RIGHTS OF FIRST REFUSAL.

BP. WATER MAIN EASEMENT IN FAVOR OF THE VILLAGE OF NORTHBROOK, AND ITS RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE WATER MAIN EASEMENT AGREEMENT AND VACATION OF PRIOR EASEMENT DOCUMENT RECORDED DECEMBER 21, 2007 AS DOCUMENT NO. 0735560027, AFFECTING THE LAND DESCRIBED IN THE EXHIBITS TO SAID DOCUMENT.

BO. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL FURNISHED AFTER DATE OF POLICY.

AE. TERMS, PROVISIONS, CONDITIONS AND LIMITATIONS SET FORTH IN THE MEMORANDUM OF GROUND SUBLEASE MADE BY AND BETWEEN HP WILLOW, LLC AND LOWE'S HOME CENTERS, INC. RECORDED SEPTEMBER 26, 2006 AS DOCUMENT 0626933160 RELATING TO USE, BUILDING AREAS, BUILDING HEIGHTS, PARKING, AND SIGNS.

TERMS AND PROVISIONS OF AN OPTION TO PURCHASE THE LAND IN FAVOR OF LOWE'S HOME CENTERS, INC., AS CONTAINED IN THE LEASE.

SUBORDINATION, ATTORNMEN AND NONDISTURBANCE AGREEMENT RECORDED ~ AS DOCUMENT ~ SUBORDINATING THE GROUND SUBLEASE TO THE LEASEHOLD MORTGAGE RECORDED ~ AS DOCUMENT ~.

AQ. TERMS, PROVISIONS, CONDITIONS AND LIMITATIONS SET FORTH IN THE MEMORANDUM OF SUBLEASE MADE BY AND BETWEEN HP WILLOW, LLC AND HIGHLAND PARK CVS, L.L.C. RECORDED MAY 18, 2007 AS DOCUMENT 0713810103 AND AMENDED AND RESTATED MEMORANDUM OF SUB-LEASE RECORDED NOVEMBER 5, 2007 AS DOCUMENT 0730931081 REGARDING OPTION TO EXTEND AND EXCLUSIVE USE PERMITS.

TERMS AND PROVISIONS OF AN OPTION TO PURCHASE THE LAND IN FAVOR OF HIGHLAND PARK CVS, L.L.C. AS CONTAINED IN THE LEASE.

SUBORDINATION, ATTORNMEN AND NONDISTURBANCE AGREEMENT RECORDED ~ AS DOCUMENT ~ SUBORDINATING THE GROUND SUBLEASE TO THE LEASEHOLD MORTGAGE RECORDED ~ AS DOCUMENT ~.

BQ. ASSIGNMENT OF LEASES AND RENTS RECORDED ~ AS DOCUMENT NO. ~ MADE BY HP WILLOW, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY TO ALLIANZ LIFE INSURANCE COMPANY OF NORTH AMERICA.

UNOFFICIAL COPY

BR. SECURITY INTEREST OF ALLIANZ LIFE INSURANCE COMPANY OF NORTH AMERICA, SECURED PARTY, IN CERTAIN DESCRIBED CHATTELS ON THE LAND, AS DISCLOSED BY FINANCING STATEMENT NAMING WILLOW FESTIVAL LLC, A DELAWARE LIMITED LIABILITY COMPANY AS DEBTOR AND RECORDED ~ AS DOCUMENT NO. ~.

CE. TERMS, PROVISIONS, CONDITIONS AND LIMITATIONS SET FORTH IN THE MEMORANDUM OF SUBLEASE MADE BY AND BETWEEN HP WILLOW, LLC AND DSW AS SET FORTH ON THE EXHIBIT TO THE ALTA STATEMENT DATED DECEMBER 26, 2007.

SUBORDINATION, ATTORNMENT AND NONDISTURBANCE AGREEMENT RECORDED ~ AS DOCUMENT ~ SUBORDINATING THE GROUND SUBLEASE TO THE LEASEHOLD MORTGAGE RECORDED ~ AS DOCUMENT ~.

CF. TERMS, PROVISIONS, CONDITIONS AND LIMITATIONS SET FORTH IN THE MEMORANDUM OF SUBLEASE MADE BY AND BETWEEN HP WILLOW, LLC AND WHOLE FOODS AS SET FORTH ON THE EXHIBIT TO THE ALTA STATEMENT DATED DECEMBER 26, 2007.

SUBORDINATION, ATTORNMENT AND NONDISTURBANCE AGREEMENT RECORDED ~ AS DOCUMENT ~ SUBORDINATING THE GROUND SUBLEASE TO THE LEASEHOLD MORTGAGE RECORDED ~ AS DOCUMENT ~.