



Doc#: 0803018097 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/30/2008 03:02 PM Pg: 1 of 12

Return to:  
First American Title Insurance Company  
Attn: Heather Vree  
30 N. LaSalle St, Suite 310  
Chicago, IL 60602

PREPARED OUT-OF-STATE BY AND  
~~WHEN RECORDED MAIL TO:~~  
Seyfarth Shaw LLP  
One Peachtree Pointe, Suite 700  
1545 Peachtree Street, N.E.  
Atlanta, Georgia 30309-2401  
Attention: Jay Wardlaw, Esq.

Prudential Loan No. 706107825

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENMENT AGREEMENT**  
[ Mission Hills Country Club, Northbrook, Illinois ]

THIS AGREEMENT ("Agreement") made as of the 25<sup>th</sup> day of January, 2008, between THE PRUDENTIAL INSURANCE COMPANY OF AMERICA (together with its successors or assigns in interest, collectively "Lender") and EVERGREEN ALLIANCE GOLF LIMITED, L.P., a Delaware limited partnership ("Tenant").

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RECITALS:

A. Lender is the owner and the holder of a loan evidenced by a Promissory Note (the "Note") dated January 25, 2008 in the face amount of \$23,800,000.00. The Note is secured by a Mortgage and Security Agreement (Mission Hills - First) (the "Mortgage") dated the same date as said Note, and to be recorded in the Real Property Records of Cook County, Illinois, covering the real property described therein (the "Mortgaged Premises") and as more particularly described on Exhibit "A" attached hereto.

B. Tenant is the tenant under (i) that certain Lease Agreement dated as of November 30, 2007 (the "Operating Lease"), by and between Tenant and CNL Income EAGL North Golf, LLC, a Delaware limited liability company, as landlord (said landlord and its successors and assigns under the Lease hereinafter called "Landlord"), covering all or part of the Mortgaged Premises as set forth under the Lease (hereinafter called the "Demised Premises"), (ii) that certain Amended and Restated Pooling Agreement dated as of December 19, 2007 (the "Pooling Agreement"), by and among Landlord, Tenant and certain affiliates of Landlord, and (iii) that certain Agreement Regarding Initial Capital Investment and Improvements dated as of November 30, 2007 (the "CapEx Agreement"), by and between CNL Income Partners, LP ("CIP") and Tenant (the Operating Lease, the Pooling Agreement and the CapEx Agreement, as the same have been and may hereafter be amended, renewed, extended, supplemented, restated, assigned, assumed or otherwise modified from time to time and all substitutions therefor, collectively, the "Lease").

C. Tenant and Lender desire to confirm their understanding with respect to the Lease and the Mortgage.

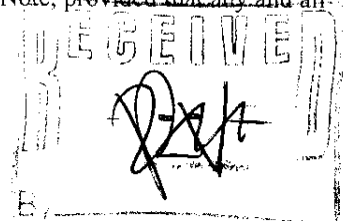
THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties, Lender and Tenant agree as follows:

1. Subordination. The Lease is now, and will at all times and for all purposes be, subject and subordinate, in every respect, to the Mortgage. The Lease is subordinate and subject, in each and every respect, to any and all increases, renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Mortgage (collectively a "Modification"), and all other loan documents securing the Note, provided that any and all Modifications shall nevertheless be subject to the terms of this Agreement.

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2. Non-Disturbance. Subject to the provisions of Section 5 below, Tenant's possession of the Demised Premises and all of Tenant's rights arising under said Lease shall not be disturbed or interfered with by Lender in any manner provided that Tenant is not in monetary or other material default under the terms and conditions of said Lease beyond the expiration of any applicable grace period therein provided for curing such default.

3. Attornment. If Lender or any other party (except for Landlord or any Affiliate [as defined in the Operating Lease] of Landlord) succeeds to the interest of Landlord and/or CIP under the Lease by foreclosure, exercise of any power of sale, succession by deed in lieu of foreclosure or other similar conveyance in lieu of foreclosure (a "**Succession**"), Tenant will attorn to and be bound to such party (whether Lender or another party) upon such Succession and will recognize Lender or such other party as the landlord under the Lease, provided that Lender or such other party shall agree to assume and perform all of the obligations of the landlord under said Lease arising from and after the date of such Succession. Such attornment is effective and self-operative without the execution of any further instrument. Tenant, upon request, will sign and deliver any instruments reasonably requested to evidence such attornment, without modifying, amending or terminating any of Tenant's rights under the Lease. Tenant waives the provisions of any statute or rule of law, now or hereafter in effect, which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect the Lease and the obligations of Tenant thereunder solely as a result of any such foreclosure or trustee's sale. Lender shall not name or join Tenant as a defendant in any exercise of Lender's rights or remedies arising upon a default under the 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 such case, Lender 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.

4. Limitation On Lender's Liability. Upon any Succession, Lender shall not be (a) liable for any act or omission of the Landlord or CIP under said Lease except as provided in the following sentence; (b) subject to any offsets or defenses which Tenant may have against the Landlord or CIP arising or occurring prior to the Succession; (c) bound by any rent or additional rent which Tenant may have paid to Landlord or CIP for more than the current month; (d) bound by any amendment or modification of the Lease made without Lender's prior written consent if and to the extent that such amendment or modification would (i) reduce fixed annual rent or other charges payable by Tenant under the Lease, (ii) reduce the term of the Lease, (iii) materially reduce any other monetary obligation of Tenant under the Lease, (iv) materially increase the obligations of Landlord or CIP under the Lease, or (v) permit an earlier termination or expiration of the Lease; (e) liable for any security deposit paid by Tenant to Landlord or CIP unless such deposit is delivered to Lender; (f) liable to or obligated to pay for repairs, replacements, damages or allowances not made, performed or paid by the Landlord or CIP if such performance or payment was due prior to the Succession; or (g) liable for the payment of any leasing commissions, the triggering event for which arose or occurred prior to the Succession, except as provided in the following sentence. Neither Lender nor any party taking under a Succession shall be liable for the performance of the obligations of the Landlord and/or CIP under the Lease, except to the extent that such obligations (i) arise during the period of Lender's or such entity's or person's ownership of the Mortgaged Premises, (ii) constitute continuing defaults of the Landlord under the Lease which are reasonably susceptible of being cured by Lender (whether arising before or after Succession) and do not constitute a default of a personal nature specific to the Landlord (e.g., a bankruptcy of the Landlord would be a default of a personal nature specific to the Landlord that would not be reasonably susceptible of being cured by Lender), or (iii) constitute ongoing or continuing defaults of the Landlord in the performance of its obligations under the Lease to maintain the Mortgaged Premises and/or the Demised Premises in the manner required by the Lease, provided that Lender has received notice of such default and the opportunity to cure in accordance with the provisions of Paragraph 7 hereof; provided, however, that (x) Lender shall not be liable for any monetary damages arising from any prior Landlord's default or failure to perform, and (y) the extent of any such liability of Lender following a Succession shall be limited to Lender's interest in the Mortgaged Premises. Any reference to Landlord and/or CIP includes all prior landlords under the Lease.

5. Subordination of Right of First Offer. In accordance with Section 21.1.4 of the Operating Lease, Tenant hereby specifically acknowledges and agrees that the right of first offer to purchase the Demised Premises contained in Article 21 of the Operating Lease (the "**Right of First Offer**") shall be and is hereby made junior, inferior, subordinate and subject in all respects to the Mortgage, and all other loan documents securing the Note, in the same manner as Tenant's rights under this Lease. Tenant hereby agrees that the Landlord's conveyance of the

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Mortgaged Premises to Lender pursuant to the Mortgage shall not give rise to the Right of First Offer. In addition, Tenant further agrees that a Succession by Lender or any other party taking pursuant to a Succession shall not give rise to the Right of First Offer. Lender agrees and acknowledges that, in the event of a Succession, the Right of First Offer shall not be foreclosed, but rather shall survive any such Succession.

6. Tenant's Representation. Tenant represents to Lender, as of the date hereof, that (a) attached hereto is a true, correct and complete copy of the Lease, (b) to Tenant's knowledge there are no known defaults on the part of Landlord or CIP, (c) as of this date the Lease is a complete statement of the agreement of the parties with respect to the leasing of the Demised Premises, (d) the Lease is validly executed by Tenant and in full force and effect, and (e) all conditions to the effectiveness or continuing effectiveness thereof required to be satisfied as of the date hereof have been satisfied. Tenant acknowledges and represents to Lender that it has not subordinated the Lease or any of its rights under the Lease to any lien or mortgage other than the Mortgage.

7. Lender Cure Rights. Thirty (30) days before exercising any of its rights and remedies under the Lease for a landlord default, Tenant will send written notice to Lender at The Prudential Insurance Company of America, Prudential Asset Resources, 2200 Ross Avenue, Suite 4900E, Dallas, Texas 75201, Attention: Asset Management Department, referencing Loan Number 706107825, by certified mail, return receipt requested, of the occurrence of any default by Landlord or CIP and will specify with reasonable clarity the events constituting such default. If the referenced default would entitle Tenant to cancel the Lease or abate the rent payable thereunder, no such cancellation or abatement of rent will be effective unless Lender receives notice in the form and manner required by this Paragraph and fails within thirty (30) days after the expiration of any cure period of Landlord or CIP to cure or cause to be cured such default; provided, however, that if such default is not capable of cure within such thirty (30) day period, no cancellation or abatement by Tenant will be effective as to Lender unless Lender fails within the original thirty (30) day period to commence and diligently prosecute the cure of such default to completion. Tenant will accept cure of any Landlord and/or CIP default by Lender.

8. Rent and Reserves Payment. Immediately upon written notice to Tenant (a) that Lender is exercising its rights under the Mortgage or any other loan documents acting to secure the Note following a default under the Loan, or (b) of Lender's succeeding to the Landlord's and/or CIP's interest under the Lease, Tenant agrees (subject to any court order prohibiting same) to pay (i) all rents due under the Lease directly to Lender (in accordance with the Lease) and (ii) all Reserves (as defined in the Lease) directly to Lender or to an account directed by Lender.

9. Complete Agreement. This Agreement supersedes, as between the parties hereto, all of the terms and provisions of the Lease which are inconsistent herewith.

10. No Oral Modification/Binding Effect. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

11. Laws. This Agreement shall be construed in the Mortgage Premises are located.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURES BEGIN ON NEXT PAGE]

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

Signed, sealed and delivered in the presence of:

[Signature]  
Witness One

[Signature]  
Witness Two

TENANT:

**EVERGREEN ALLIANCE GOLF LIMITED, L.P.**,  
a Delaware limited partnership

By: Premier Golf EAGL GP, L.L.C., a Delaware  
limited liability company, its General Partner

By: [Signature]  
Name: Lynn Marie Mallery  
Title: VP + Sec

Attest: [Signature]  
Name: Uwe Munsch  
Title: Vice President

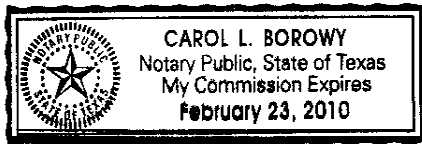
[SEAL]

STATE OF TEXAS )  
COUNTY OF DALLAS )

ACKNOWLEDGMENT

The undersigned, a notary public for Lynn Marie Mallery, hereby certifies that the Lynn Marie Mallery of PREMIER GOLF EAGL GP, L.L.C., a Delaware limited liability company and general partner of EVERGREEN ALLIANCE GOLF LIMITED, L.P., a Delaware limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing Instrument.

WITNESS my hand and official seal this 10<sup>th</sup> day of January, 2008.



[Signature] (SEAL)  
Signature of Notary Public

My Commission Expires: 02/23/2010

[SIGNATURES CONTINUED ON NEXT PAGE]

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[SIGNATURES CONTINUED FROM PREVIOUS PAGE]  
[SIGNATURE PAGE TO SUBORDINATION, NON-DISTURBANCE AND  
ATTORNMENMENT AGREEMENT BETWEEN EVERGREEN ALLIANCE GOLF LIMITED, L.P. AND  
THE PRUDENTIAL INSURANCE COMPANY OF AMERICA]

Signed, sealed and delivered in the presence of:

LENDER:

Jean Ko

Witness One

Patti Tang

Witness Two

**THE PRUDENTIAL INSURANCE COMPANY  
OF AMERICA**, a New Jersey corporation

By:

Name: Jean M. Baker

Title: Vice President

[CORPORATE SEAL]

STATE OF CALIFORNIA

} ss.

COUNTY OF SAN FRANCISCO }

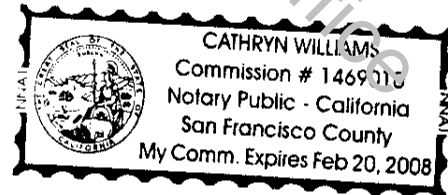
On January 16, 2008, before me, CATHRYN WILLIAMS, Notary Public, personally appeared Jean M. Baker, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Cathryn Williams

(seal)



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## EXHIBIT "A"

### MORTGAGED PREMISES

See legal description attached.

Property address: 1677 Mission Hills Road, Northbrook, IL 60062

Tax Parcel Identification Numbers:

04-18-200-020-0000

04-18-200-037-0000

04-18-200-004-0000

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E

Lots 1, 2 and 3 lying Easterly of the center line of Sanders Road of County Clerk's Division of Section 18, Township 42 North, Range 12, East of the Third Principal Meridian (except that part of the Northwest Quarter of said Section 18 described as follows:

Beginning at a point in the North line of said Northwest Quarter, 56.08 feet West of the Northeast corner of said Northwest Quarter and running thence West along the North line thereof, 176.69 feet to the centerline of Sanders Road; thence Southeasterly along the centerline of said Northwest Quarter, 154.01 feet; thence

Property of Cook County Clerk's Office

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Mission Hills

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North at right angles to the last described line, 190.00 feet to the point of beginning) and (except that part of Lot 2 of the County Clerk's Division of Section 18, Township 42 North, Range 12, East of the Third Principal Meridian described as follows:

Beginning at a point on the South line of Lot 2, in County Clerk's Division of Section 18, Township 42 North, Range 12, East of the Third Principal Meridian in the centerline of Sanders Road; thence East along the South line of the aforesaid Lot 2, and the centerline of Techny Road, 640.00 feet to a point, said point being in the centerline of Techny Road, and on the South line of the aforesaid Lot 2; thence North, at right angles to the preceding course 50.00 feet to a point; thence with a deflection angle of 86 degrees 25 minutes 25 seconds to the left from the last described course extended 561.10 feet to a point, thence with a deflection angle of 78 degrees 09 minutes 20 seconds to the right from the last described course extended, 522.36 feet to a point, thence with a deflection angle of 4 degrees 36 minutes 35 seconds to the left from the last described course extended, 301.40 feet to a point; thence with a deflection angle of 84 degrees, 17 minutes 20 seconds to the left from the last described course extended 50.00 feet to a point, said point being in the centerline of Sanders Road, thence Southeasterly along the centerline of said Sanders Road, 896.92 feet to the point of beginning), and (except that part of Lots 1, 2 and 3, lying Easterly of the centerline of Sanders Road of County Clerk's Division of Section 18, Township 42 North, Range 12, East of the Third Principal Meridian described as follows:

Beginning at the Northeast corner of said Lot 1, being also the Northeast corner of the Northeast Quarter of said Section 18 and running thence South along the East line of said Lots 1 and 2, being also the East line of said Northeast Quarter of Section 18, 2356.22 feet to the Southeast corner of said Lot 2; thence continuing on the last described course, which is also the East line of said Lot 3, 140.05 feet to the center line of Techny Road; thence North 71 degrees 47 minutes 18 seconds West, along the centerline of Techny Road, 440.83 feet to the South line of said Lot 2, which line is also the North line of said Lot 3; thence South 89 degrees 40 minutes 30 seconds West along said South line of Lot 2 and the centerline of Techny Road, 1518.28 feet to a point 640.00 feet Easterly of the centerline of Sanders Road; thence Northerly at right angles to the preceding course 50.00 feet to a point; thence with a deflection angle of 86 degrees 25 minutes 25 seconds to the left from the last described course extended 229.80 feet to the point of beginning of the land herein described; thence North 86 degrees 44 minutes 45 seconds West, 210.36 feet; thence North 20 degrees 14 minutes 55 seconds West, 163.77 feet; thence North 02 degrees 25 minutes 39 seconds West, 186.53 feet; thence North 47 degrees 46 minutes 38 seconds West, 40.86 feet; thence North 01 degrees 21 minutes 51 seconds West, 293.21 feet; thence North 07 degrees 18 minutes 46 seconds East, 86.65 feet; thence North 19 degrees 15 minutes 29 seconds West, 72.43 feet; thence North 16 degrees 32 minutes 57 seconds East, 53.43 feet; thence North 07 degrees 04 minutes 59 seconds West, 169.57 feet; thence North 12 degrees 11 minutes 02 seconds West, 323.48 feet; thence North 40 degrees 12 minutes 46 seconds West,



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59.99 feet; thence North 53 degrees 15 minutes 06 seconds East, 187.46 feet; thence South 40 degrees 33 minutes 40 seconds East, 207.21 feet; thence South 40 degrees 17 minutes 10 seconds East, 159.96 feet; thence South 05 degrees 58 minutes 20 seconds East, 78.04 feet; thence South 52 degrees 12 minutes 56 seconds East, 169.91 feet; thence South 64 degrees 30 minutes 41 seconds East, 158.30 feet; thence South 65 degrees 03 minutes 09 seconds East, 203.73 feet; thence South 79 degrees 40 minutes 11 seconds East, 169.64 feet; thence South 74 degrees 41 minutes 01 seconds East, 150.79 feet; thence North 31 degrees 47 minutes 23 seconds East, 248.75 feet; thence North 40 degrees 46 minutes 54 seconds East, 307.51 feet; thence North 38 degrees 58 minutes 28 seconds East, 256.18 feet; thence North 25 degrees 12 minutes 50 seconds East, 217.56 feet; thence North 15 degrees 06 minutes 30 seconds East, 159.83 feet; thence North 35 degrees 03 minutes 27 seconds West, 120.28 feet; thence South 84 degrees 50 minutes 46 seconds West, 141.04 feet; thence South 65 degrees 00 minutes 37 seconds West, 155.16 feet; thence South 48 degrees 18 minutes 11 seconds West, 99.78 feet; thence South 20 degrees 37 minutes 43 seconds West, 129.20 feet; thence North 82 degrees 05 minutes 35 seconds West, 196.42 feet; thence North 76 degrees 37 minutes 05 seconds West, 347.47 feet; thence North 57 degrees 18 minutes 13 seconds West, 204.08 feet; thence North 77 degrees 38 minutes 13 seconds West, 286.22 feet; thence North 85 degrees 47 minutes 52 seconds West, 171.49 feet; thence North 03 degrees 20 minutes 25 seconds East, 160.06 feet; thence Southwest along a curve concave Southerly having a radius of 400.00 feet for a distance of 47.55 feet (bearing of the chord of said curve is South 78 degrees 39 minutes 25 seconds West); thence South 59 degrees 38 minutes 25 seconds West, 83.00 feet; thence South 60 degrees 32 minutes 49 seconds West, 54.00 feet; thence South 57 degrees 59 minutes 04 seconds West, 34.00 feet; thence Southeasterly along a curve concave Westerly having a radius of 137.00 feet for a distance of 62.75 feet (bearing of chord of said curve is South 70 degrees 57 minutes 23 seconds East); thence South 84 degrees 43 minutes 07 seconds West, 51.24 feet; thence South 82 degrees 48 minutes 30 seconds West, 160.66 feet to the centerline of Sanders Road; thence North 07 degrees 14 minutes 06 seconds West, along the centerline of Sanders Road 148.04 feet to a line 190.00 feet South of and parallel with the North line of the Northwest Quarter of said Section 18; thence North 89 degrees 32 minutes 08 seconds East, along said line 190.00 feet South, 191.81 feet; thence North 06 degrees 51 minutes 15 seconds West, 4.87 feet; thence North 83 degrees 49 minutes 18 seconds East, 72.38 feet; thence North 54 degrees 32 minutes 16 seconds East, 99.64 feet; thence North 12 degrees 15 minutes 18 seconds East, 30.20 feet; thence North 69 degrees 45 minutes 39 seconds East, 45.05 feet; thence South 46 degrees 51 minutes 56 seconds East, 96.44 feet; thence South 59 degrees 27 minutes 03 seconds East, 73.03 feet; thence North 14 degrees 30 minutes 34 seconds East, 46.70 feet; thence North 87 degrees 03 minutes 45 seconds East, 139.71 feet; thence South 63 degrees 35 minutes 55 seconds East, 115.79 feet; thence South 49 degrees 02 minutes 07 seconds East, 126.01 feet; thence South 75 degrees 17 minutes 37 seconds East, 109.07 feet; thence North 28 degrees 51 minutes 16 seconds East, 26.98 feet; thence North 88 degrees 29 minutes 09 seconds East, 185.43 feet; thence North 82 degrees 58 minutes 47 seconds East, 303.47 feet; thence North 83 degrees 40 minutes 21 seconds East, 259.14 feet; thence North 31 degrees 13 minutes 44 seconds East, 118.25 feet; thence North 86

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degrees 36 minutes 34 seconds East, 292.58 feet; thence South 72 degrees 32 minutes 11 seconds East, 193.44 feet; thence South 84 degrees 14 minutes 41 seconds East, 131.63 feet; thence South 27 degrees 26 minutes 09 seconds East, 269.28 feet; thence South 20 degrees 33 minutes 46 seconds West, 81.17 feet; thence South 41 degrees 19 minutes 13 seconds West, 256.59 feet; thence South 21 degrees 35 minutes 21 seconds West, 150.29 feet; thence South 01 degrees 05 minutes 17 seconds East, 154.30 feet; thence South 17 degrees 49 minutes 56 seconds West, 154.85 feet; thence South 03 degrees 35 minutes 32 seconds East, 224.24 feet; thence South 16 degrees 41 minutes 48 seconds East, 127.18 feet; thence South 02 degrees 16 minutes 41 seconds East, 128.56 feet; thence South 06 degrees 12 minutes 12 seconds East, 72.65 feet; thence South 46 degrees 48 minutes 29 seconds East 60.06 feet; thence South 14 degrees 27 minutes 36 seconds West, 176.73 feet; thence North 89 degrees 49 minutes 00 seconds West, 565.43 feet; thence South 64 degrees 00 minutes 21 seconds West, 125.24 feet; thence South 82 degrees 48 minutes 45 seconds West, 96.63 feet; thence North 87 degrees 37 minutes 00 seconds West, 264.75 feet; thence South 56 degrees 50 minutes 40 seconds West, 73.14 feet; thence South 20 degrees 29 minutes 20 seconds East, 88.85 feet; thence South 60 degrees 38 minutes 22 seconds West, 151.40 feet; thence North 22 degrees 25 minutes 22 seconds West, 101.35 feet; thence North 52 degrees 48 minutes 24 seconds West, 205.87 feet; thence North 24 degrees 44 minutes 48 seconds West, 84.42 feet; thence North 75 degrees 56 minutes 21 seconds West, 112.90 feet; thence South 35 degrees 29 minutes 58 seconds West, 97.42 feet; thence South 23 degrees 31 minutes 47 seconds East, 46.79 feet; thence South 57 degrees 14 minutes 50 seconds East, 144.27 feet; thence South 03 degrees 42 minutes 22 seconds East, 69.47 feet; thence South 14 degrees 22 minutes 40 seconds East, 148.08 feet; thence South 51 degrees 18 minutes 17 seconds West, 258.07 feet; to the point of beginning) and (except that part of Lot 3 lying South of the centerline of Techny Road) and (except that part of Lots 1, 2 and 3 lying Easterly of the center line of Sanders Road, of County Clerk's Division of Section 18, Township 42 North, Range 12 East of the Third Principal Meridian, described as follows: beginning at the Northeast corner of said Lot 1; thence South along the East line of said Lots 1, 2 and 3 (for the purpose of describing the land said East line of Lots 1, 2 and 3 is taken as South) 2205.07 feet; thence North 88 degrees 37 minutes 00 seconds West, 25.45 feet to the point of beginning of the land herein described; thence continuing on the last described course 47.40 feet; thence South 01 degrees 23 minutes 00 seconds West 29.30 feet; thence South 38 degrees 37 minutes 00 seconds East 5.00 feet; thence South 01 degrees 23 minutes 00 seconds West, 0.41 feet; thence South 88 degrees 37 minutes 00 seconds East, 42.00 feet; thence North 01 degrees 23 minutes 00 seconds East, 29.71 feet, to the point of beginning) and (except that part of Lots 1, 2 and 3 lying Easterly of the centerline of Sanders Road, of County Clerk's Division of Section 18, Township 42 North, Range 12, East of the Third Principal Meridian, being a complete circle (having a radius of 33.40 feet) whose position of center is described as follows: beginning at the Northeast corner of said Lot 1; thence South along the East line of said Lots 1, 2 and 3 (for the purpose of describing this land said East line of said Lots 1, 2 and 3 is taken as South) 2156.34 feet; thence West 84.95 feet to said center of said circular land) and (except that part of Lots 1, 2 and 3, lying Easterly of the centerline of

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Sanders Road of County Clerk's Division of Section 18, Township 42 North, Range 12, East of the Third Principal Meridian, described as follows:

Beginning at the Northeast corner of said Lot 1, being also the Northeast corner of Northeast Quarter of Section 18 and running thence South along the East line of said Lots 1 and 2, being also the East line of said Northeast Quarter of Section 18, 2356.22 feet to the Southeast corner of said Lot 2; thence continuing on the last described course, which is also the East line of said Lot 3, 140.05 feet to the centerline of Techny Road; thence North 71 degrees 47 minutes 18 seconds West, along the center line of Techny Road, 440.83 feet to the South line of said Lot 2, which line is also the North line of said Lot 3; thence South 89 degrees 40 minutes 30 seconds West along said South line of Lot 2 and the centerline of Techny Road 1518.28 feet to a point 640.00 feet Easterly of the centerline of Sanders Road; thence Northerly at right angles to the preceding course 50.00 feet to a point; thence with a deflection angle of 86 degrees 25 minutes 25 seconds to the left from the last described course extended 561.10 feet to a point; thence with a deflection angle of 78 degrees 09 minutes 20 seconds to the right from the last described course extended 522.36 feet to a point; thence with a deflection angle of 04 degrees 36 minutes 25 seconds to the left from the last described course extended, 301.40 feet to a point; thence with a deflection angle of 84 degrees 17 minutes 20 seconds to the left from the last described course extended, 50.00 feet to a point in the centerline of Sanders Road 896.92 feet Northerly, as measured along said centerline of Sanders Road, from the centerline of Techny Road; thence North 07 degrees 14 minutes 06 seconds West along said centerline of Sanders Road, 500.31 feet; thence North 82 degrees 45 minutes 47 seconds East, 199.12 feet; thence South 15 degrees 46 minutes 01 seconds East, 441.67 feet; thence South 31 degrees 18 minutes 30 seconds West, 100.00 feet; thence South 04 degrees 29 minutes 10 seconds East, 40.00 feet; South 58 degrees 41 minutes 30 seconds East, 61.10 feet; thence South 13 degrees 26 minutes 50 seconds West, 100.35 feet; thence South 04 degrees 29 minutes 10 seconds East, 440.76 feet; thence South 43 degrees 18 minutes 25 seconds East, 182.68 feet; thence South 86 degrees 44 minutes 45 second East, 90.22 feet; thence North 56 degrees 16 minutes 56 seconds East, 310.03 feet; thence South 34 degrees 00 minutes 40 seconds East, 61.39 feet; thence South 86 degrees 48 minutes 40 seconds East, 120.79 feet to the point of beginning of the land herein described; thence continuing on the last described course 28.15 feet; thence North 03 degrees 11 minutes 20 seconds East, 28.15 feet; thence North 80 degrees 48 minutes 40 seconds West, 28.18 feet; thence South 03 degrees 11 minutes 20 seconds West, 28.15 feet to the point of beginning) and (except that part of Lots 1, 2 and 3, lying Easterly of the center line of Sanders Road of County Clerk's Division of Section 18, Township 42 North, Range 12, East of the Third Principal Meridian, described as follows:

Beginning at the Northeast corner of said Lot 1; thence South 89 degrees 32 minutes 08 seconds West, (for the purpose of describing this land the East line of said Lots 1, 2 and 3 is taken as North) 2308.20 feet; thence South 13 degrees 25 minutes 45 seconds West, 148.48 feet; thence South 71 degrees 29 minutes 35 seconds West, 85.17 feet to the point of beginning of land herein described; thence South 3 degrees 20 minutes 25 seconds West, 223.73 feet; thence North 67 degrees

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16 minutes 23 seconds West 173.42 feet; thence Southwest along a curve concave Northwesterly having a radius of 267.00 feet, for a distance of 60.71 feet to the point of tangency (bearing of the chord of said curve is South 30 degrees 47 minutes 58 seconds West); thence South 38 degrees 06 minutes 28 seconds West, 15.37 feet to the point of curve; thence Southwesterly, along a curve concave Southeasterly, having a radius of 66.64 feet, for a distance of 55.51 feet, to the point of tangency (bearing of the chord of said curve is South 14 degrees 20 minutes 00 seconds West); thence South 9 degrees 26 minutes 28 seconds East, 17.20 feet; thence South 81 degrees 01 minutes 08 seconds West, 26.00 feet; thence North 9 degrees 30 minutes 27 seconds West, 16.93 feet, to the point of curve; thence Northeasterly along a curve concave Southeasterly having a radius of 92.64 feet, for a distance of 77.17 feet, to the point of tangency (bearing of the chord of said curve is North 14 degrees 22 minutes 00 seconds East); thence North 38 degrees 14 minutes 27 seconds East, 15.37 feet; thence North 28 degrees 12 minutes 49 seconds East, 53.30 feet; thence Northwesterly, along a curve concave Westerly, having a radius of 137.00 feet, for a distance of 62.75 feet (bearing of the chord of said curve is North 0 degrees 57 minutes 23 seconds West); thence North 57 degrees 59 minutes 04 seconds East 34.00 feet, thence North 60 degrees 32 minutes 49 seconds East, 54.00 feet; thence North 69 degrees 38 minutes 25 seconds East, 83.00 feet; thence Northeast, along a curve concave Southerly, having a radius of 400.00 feet, for a distance of 47.55 feet, to the point of beginning, (bearing of the chord of said curve is North 78 degrees 39 minutes 25 seconds East), in Cook County, Illinois.

#### Easement Parcel

Together with all rights and easements benefiting the above described premises as reserved in that certain Declaration of Easements, Covenants and Restrictions recorded as Document No. 22431171, as supplemented by Supplement to Declaration of Easements, Covenants and Restrictions recorded as Document No. 24150108.