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After recording return to:

JPMorgan Chase Bank Lease Administration
1111 Polaris Parkway, Suite 1J
Mail Code OH1-0241
Columbus, Ohio 43240
Attention: Lease Administration Manager

Doc#: 1018210029 Fee: \$62.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/01/2010 12:22 PM Pg: 1 of 14

(For Recorder's Use Only)

SUBORDINATION, NONDISTURBANCE AND ATTORNMEN T AGREEMENT (FUNB 2000-C2, Loan No. M265330878)

THIS SUBORDINATION, NONDISTURBANCE, AND ATTORNMEN T AGREEMENT (this "Agreement") is entered into as of June 28, 2010 (the "Effective Date"), among U.S. BANK NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF FIRST UNION NATIONAL BANK COMMERCIAL MORTGAGE TRUST, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2000-C2 ("Lender"), whose address is c/o Wachovia Bank, N. A., Wachovia Real Estate Services, NC 1075 9th Floor, 201 South College Street, Charlotte, North Carolina 28244-1075 (Re: FUNB 2000-C2; Loan No. M265330878), JPMORGAN CHASE BANK, N. A., a national banking association ("Tenant"), whose address is c/o JPMorgan Chase Lease Administration, 1111 Polaris Parkway, Suite 1J, Mail Code OH1-0241, Columbus Ohio 43240, Attention: Lease Administration Manager, and c/o JPMorgan Chase Real Estate, 131 South Dearborn, 3rd Floor, Mail Code IL1-0930, Chicago, Illinois 60603-5506, Attention: Retail Portfolio Manager, and c/o JPMorgan Chase Law Department, 1111 Polaris Parkway, Suite 4P, Mail Code OH1-0152, Columbus, Ohio 43240, Attention: Real Estate Counsel and KFS LANDINGS LLC, a Delaware limited liability company ("Landlord"), whose address is c/o Joseph Freed and Associates LLC, 33 South State Street, Suite 400, Chicago, Illinois 60603, Attention: General Counsel, with reference to the following facts:

A. Landlord owns the real property located in the Village of Lansing, Cook County, Illinois, such real property, including all buildings, improvements, structures and fixtures located thereon, (all or any portion thereof being referred to herein as the "Landlord's Premises"), as more particularly described on Exhibit A.

B. Merrill Lynch Credit Corporation, a Delaware corporation ("Original Lender") made a loan to Landlord's predecessors in the original principal amount of \$21,500,000 (the "Loan").

C. To secure the Loan, Landlord's predecessors encumbered Landlord's Premises by entering into that certain Mortgage, Security Agreement, Assignment of Rents and Fixture Filing dated as of June 30, 2000, in favor of Original Lender (as amended, increased, renewed, extended, spread, consolidated, severed, restated, or otherwise changed from time to time, the "Security Instrument") recorded in the applicable land records of Cook County, Illinois.

D. Lender is now the holder of the Security Instrument and has authority to enter into this Agreement.

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EXECUTION VERSION

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E. Pursuant to a Ground Lease dated as of March 23, 2010 together with any amendments, modifications and renewals approved in writing by Lender to the extent such approval is required by the Security Instrument (the "Lease"), Landlord demised to Tenant a portion of Landlord's Premises ("**Tenant's Premises**").

F. Lender has been requested by Landlord and Tenant to enter into this Agreement, and Tenant and Lender desire to agree upon the relative priorities of their interests in Landlord's Premises and their rights and obligations if certain events occur.

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

1. Definitions. The following terms shall have the following meanings for purposes of this Agreement:
 - 1.1. "**Construction-Related Obligation**" means any obligation of Former Landlord (as hereinafter defined) under the Lease to make, pay for, or reimburse Tenant for any alterations, demolition, or other improvements or work at Landlord's Premises, including Tenant's Premises. "**Construction-Related Obligation**" shall not include: (a) reconstruction or repair following any fire, casualty or condemnation which occurs after the date of attornment hereunder, but only to the extent of the insurance or condemnation proceeds actually received by Successor Landlord for such reconstruction and repair, less Successor Landlord's actual expenses in administering such proceeds; or (b) other maintenance and repair obligations contemplated by the Lease.
 - 1.2. "**Foreclosure Event**" means (a) foreclosure under the Security Instrument; (b) any other exercise by Lender of rights and remedies (whether under the Security Instrument or under applicable law, including bankruptcy law) as holder of the Loan and/or the Security Instrument, as a result of which Successor Landlord becomes owner of Landlord's Premises; or (c) delivery by Former Landlord to Lender (or its designee or nominee) of a deed or other conveyance of Former Landlord's interest in Landlord's Premises in lieu of any of the foregoing.
 - 1.3. "**Former Landlord**" means Landlord and/or any other party that was landlord under the Lease at any time before the occurrence of any attornment under this Agreement.
 - 1.4. "**Offset Right**" means any right or alleged right of Tenant to any offset, defense (other than one arising from actual payment and performance, which payment and performance would bind a Successor Landlord pursuant to this Agreement), claim, counterclaim, reduction, deduction, or abatement against Tenant's payment of Rent or performance of Tenant's other obligations under the Lease, arising (whether under the Lease or other applicable law) from acts or omissions of Former Landlord and/or from Former Landlord's breach or default under the Lease.
 - 1.5. "**Rent**" means any fixed rent, base rent or additional rent under the Lease.
 - 1.6. "**Successor Landlord**" means any party that becomes owner of Landlord's Premises as the result of a Foreclosure Event.
 - 1.7. "**Termination Right**" means any right of Tenant to cancel or terminate the Lease or to claim a partial or total eviction arising (whether under the Lease or under applicable law) from Former Landlord's breach or default under the Lease.

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2. Subordination. Subject to the terms of this Agreement, the Lease, and all right, title and interest of the Tenant thereunder and of the Tenant to and in the Landlord's Premises, are, shall be, and shall at all times remain, subject and subordinate to the Security Instrument, the lien imposed by the Security Instrument, and all advances made under the Security Instrument. This Agreement is not intended and shall not be construed to subordinate the Lease to any mortgage, deed of trust or other security instrument other than the Security Instrument.

3. Payment to Lender. In the event Tenant receives written notice (the "**Rent Payment Notice**") from Lender or from a receiver for the Landlord's Premises that there has been a default under the Security Instrument and that rentals due under the Lease are to be paid to Lender or to the receiver (whether pursuant to the terms of the Security Instrument or of that certain Assignment of Rents and Leases executed by Landlord as additional security for the Loan), Tenant shall pay to Lender or to the receiver, or shall pay in accordance with the directions of Lender or of the receiver, all Rent and other monies due or to become due to Landlord under the Lease, notwithstanding any contrary instruction, direction or assertion of Former Landlord. Landlord hereby expressly and irrevocably directs and authorizes Tenant to comply with any Rent Payment Notice, notwithstanding any contrary instruction, direction or assertion of Landlord, and Landlord hereby releases and discharges Tenant of and from any liability to Landlord on account of any such payments. The delivery by Lender or the receiver to Tenant of a Rent Payment Notice, or Tenant's compliance therewith, shall not be deemed to: (i) cause Lender to succeed to or to assume any obligations or responsibilities as landlord under the Lease, all of which shall continue to be performed and discharged solely by the applicable Landlord unless and until any attornment has occurred pursuant to this Agreement; or (ii) relieve the applicable Former Landlord of any obligations under the Lease. Tenant shall be entitled to rely on any Rent Payment Notice. Tenant shall be under no duty to controvert or challenge any Rent Payment Notice. Tenant's compliance with a Rent Payment Notice shall not be deemed to violate the Lease. Tenant shall be entitled to full credit under the Lease for any Rent paid to Lender pursuant to a Rent Payment Notice to the same extent as if such Rent were paid directly to Former Landlord.

4. Nondisturbance, Recognition and Attornment.
 - 4.1. No Exercise of Security Instrument Remedies against Tenant. So long as (i) the Lease has not expired or otherwise been terminated by Former Landlord and (ii) there is no existing default under or breach of the Lease by Tenant that has continued beyond applicable cure and notice periods (an "**Event of Default**"), Lender shall not name or join Tenant as a defendant in any exercise of Lender's rights and remedies arising upon a default under the Security Instrument unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Former Landlord or prosecuting such rights and remedies. In the latter case, Lender may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise diminish or interfere with Tenant's rights under the Lease or this Agreement in such action.

 - 4.2. Nondisturbance and Attornment. So long as (i) the Lease has not expired or otherwise been terminated by Former Landlord, (ii) an Event of Default has not occurred, and (iii) no condition exists which would cause or entitle Former Landlord to terminate the Lease on its terms, or to dispossess the Tenant that would not be an Event of Default, then, if and when Successor Landlord takes title to Landlord's Premises: (a) Successor Landlord shall not terminate or disturb Tenant's use, occupancy and possession of Tenant's Premises under the Lease, except in accordance with the terms of the Lease and this Agreement; (b) Successor Landlord shall be bound to Tenant under all the terms and conditions of the Lease (except as provided in this Agreement); (c) Tenant shall recognize and attorn to Successor Landlord as Tenant's direct landlord under the Lease as

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affected by this Agreement; (d) the Lease shall continue in full force and effect as a direct lease, in accordance with its terms (except as provided in this Agreement), between Successor Landlord and Tenant; and (e) Successor Landlord shall have all the rights and remedies of the landlord under the Lease, including, without limitation, rights or remedies arising by reason of any Event of Default by Tenant under the Lease, whether occurring before or after the Successor Landlord takes title to the Landlord's Premises (collectively, an "**Attornment**").

- 4.3. Protection of Successor Landlord. Notwithstanding anything to the contrary in the Lease or the Security Instrument, neither Lender nor Successor Landlord shall be liable for or bound by any of the following matters:
- a. Claims against Former Landlord. Any Offset Right or Termination Right that Tenant may have against any Former Landlord relating to any event or occurrence before the date of Attornment, including any claim for damages of any kind whatsoever as the result of any breach by Former Landlord that occurred before the date of Attornment. The foregoing shall not limit Tenant's right to exercise against Successor Landlord any Offset Right or Termination Right otherwise available to Tenant because of (i) a Notice of Default provided to Lender prior to the date of Attornment and not cured by Lender as provided in Section 5 below, or (ii) events occurring after the date of Attornment.
 - b. Construction-Related Obligations. Any Construction-Related Obligation of Former Landlord.
 - c. Prepayments. Any payment of Rent that Tenant may have made to Former Landlord for more than the current month unless such sums are actually received by the Lender or the Successor Landlord
 - d. Payment; Security Deposit. Any obligation: (a) to pay Tenant any sum(s) that any Former Landlord owed to Tenant or (b) with respect to any security deposited with Former Landlord, unless such security was actually delivered to Lender or to Successor Landlord.
 - e. Modification, Amendment or Waiver. Any modification or amendment of the Lease, or any waiver of any terms of the Lease which results in a reduction of the Rent, a shortening of the term of the Lease, or which materially increases the obligations of Landlord under the Lease, made without Lender's written consent if such consent is required by the Security Instrument, provided that Landlord and Successor Landlord shall be bound by an extension of the term of the Lease which is contemplated by the Lease.
 - f. Surrender, Etc. Any consensual or negotiated surrender, cancellation, or termination of the Lease, in whole or in part, agreed between Former Landlord and Tenant, unless effected unilaterally by Tenant pursuant to the express terms of the Lease.

5. Lender's Right to Cure.

- 5.1. Notice to Lender. Notwithstanding anything to the contrary in the Lease or this Agreement or the Security Instrument, before exercising any Termination Right or Offset Right, Tenant shall provide Lender with notice of the breach or default by Former Landlord giving rise to same (the "**Default Notice**") and, thereafter, the opportunity to cure such breach or default as provided for below.

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- 5.2. Lender's Cure Period. After Lender receives a Default Notice, Lender shall have a period of thirty (30) days beyond the time available to Former Landlord under the Lease in which to cure the breach or default by Former Landlord, or, in the case of a non-monetary default and in the event that such cure cannot be completed within such cure period, Lender shall have such reasonable period of time as is required to diligently prosecute such cure to its completion so long as Lender commences to cure such default within such thirty (30) day period and diligently pursues a cure of the same. Lender shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Former Landlord.
6. Exculpation of Successor Landlord. Notwithstanding anything to the contrary in this Agreement or the Lease, upon any Attornment pursuant to this Agreement, the Lease shall be deemed to have been automatically amended to provide that Successor Landlord's obligations and liabilities under the Lease shall never extend beyond Successor Landlord's (or its successors' or assigns') interest, if any, in Landlord's Premises from time to time, including insurance and condemnation proceeds (except to the extent reinvested in the Landlord's Premises), Successor Landlord's interest in the Lease, and the proceeds from any sale or other disposition of Landlord's Premises 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.
7. Miscellaneous.
- 7.1. Notices. All notices or other communications required or permitted under this Agreement shall be in writing and given by personal delivery or by nationally recognized overnight courier service that regularly maintains records of items delivered. Each party's address is as set forth in the opening paragraph of this Agreement, subject to change by notice under this paragraph. Notices shall be effective upon delivery if sent by personal delivery and the next business day after being sent by overnight courier service.
- 7.2. Successors and Assigns. This Agreement shall bind and benefit the parties, their successors and assigns, any Successor Landlord, and its successors and assigns. Upon assignment of the Security Instrument by Lender, all liability of the Lender/assignor shall terminate and be deemed assumed by the assignee.
- 7.3. Entire Agreement. This Agreement constitutes the entire agreement between Lender and Tenant and Landlord regarding the subordination of the Lease to the Security Instrument and the rights and obligations of Tenant, Lender and Landlord as to the subject matter of this Agreement.
- 7.4. Interaction with Lease and with Security Instrument. If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties and any Successor Landlord, including upon any Attornment pursuant to this Agreement. This Agreement supersedes, and constitutes full compliance with, any provisions in the Lease that provide for subordination of the Lease to, or for delivery of non-disturbance agreements by the holder of, the Security Instrument. Lender confirms that Lender has consented to Landlord's entering into the Lease.

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- 7.5. Lender's Rights and Obligations.
- a. Except as expressly provided for in this Agreement, Lender 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 Lender under this Agreement shall terminate, without thereby affecting in any way the rights and obligations of Successor Landlord provided for in this Agreement.
 - b. Neither this Agreement, the Security Instrument or any of the related loan documents, nor the Lease shall, prior to any acquisition of Landlord's Premises by Lender, operate to give rise to or create any responsibility or liability for the control, care, management or repair of the Landlord's Premises upon the Lender, or impose responsibility for the carrying out by Lender of any of the covenants, terms or conditions of the Lease, nor shall said instruments operate to make Lender responsible or liable for any waste committed on the Landlord's Premises by any party whatsoever, or for dangerous or defective conditions of the Landlord's Premises, or for any negligence in the management, upkeep, repair or control of the Landlord's Premises, which may result in loss, injury or death to Tenant, or to any tenant, licensee, invitee, guest, employee, agent or stranger.
 - c. Lender may assign to any person or entity its interest under the Security Instrument and/or the related loan documents, without notice to, the consent of, or assumption of any liability (except under this Agreement) to, any other party hereto. In the event Lender becomes the Successor Landlord, Lender may assign to any other party its interest as the Successor Landlord without the consent of any other party hereto.
- 7.6. Landlord's Rights and Obligations. Nothing herein contained is intended, nor shall it be construed, to abridge or adversely affect any right or remedy of Landlord under the Lease, including upon the occurrence of an Event of Default by Tenant under the Lease. This Agreement shall not alter, waive or diminish any of Landlord's obligations under the Security Instrument, any of the related loan documents, or the Lease.
- 7.7. Interpretation; Governing Law. The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the internal laws of the state where the Landlord's Premises are located, excluding its principles of conflict of laws.
- 7.8. Amendments. This Agreement may be amended, discharged or terminated, or any of its provisions waived, only by a written instrument executed by the parties hereto.
- 7.9. Due Authorization. Each of Lender, Landlord and Tenant has full authority to enter into this Agreement, which has been duly authorized by all necessary actions.
- 7.10. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- 7.11. Attorneys' Fees. All costs and attorneys' fees incurred in the enforcement hereof shall be paid by the non-prevailing party.
- 7.12. Headings. The headings in this Agreement are intended to be for convenience of reference only, and shall not define the scope, extent or intent or otherwise affect the meaning of any portion hereof.

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- 7.13. WAIVER OF JURY TRIAL. THE LENDER, THE TENANT AND THE LANDLORD EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AFTER CAREFUL CONSIDERATION AND AN OPPORTUNITY TO SEEK LEGAL ADVICE, WAIVE THEIR RESPECTIVE RIGHTS TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY OF THE PROVISIONS OF THIS AGREEMENT, OR ANY OTHER DOCUMENTS EXECUTED IN CONJUNCTION HERewith, ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT, THE LANDLORD'S PREMISES, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF THE LANDLORD, TENANT OR LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LENDER TO ENTER INTO THIS AGREEMENT.

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IN WITNESS WHEREOF, this Agreement has been duly executed by Lender, Tenant and Landlord as of the Effective Date.

LENDER:

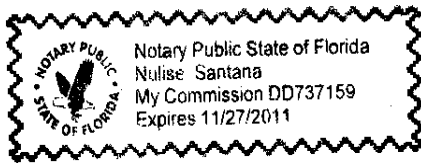
U.S. BANK NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF FIRST UNION NATIONAL BANK COMMERCIAL MORTGAGE TRUST, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2000-C2

By: LNR Partners, Inc., a Florida corporation, its attorney in fact

By: [Signature]
Randolph J. Wolpert, Vice President
(CORPORATE SEAL)

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 28 day of June, 2010, by Randolph J. Wolpert as Vice President of LNR Partners, Inc., a Florida corporation, as attorney-in-fact for U.S. Bank National Association, a National Banking Association, as Trustee for the Registered Holders of First Union National Bank Commercial Mortgage Trust Commercial Mortgage Pass-Through Certificates, Series 2000-C-2, on behalf of the trust. He is personally known to me or has produced a driver's license as identification.



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
NULISE SANTANA

Print or Stamp Name of Notary

My Commission Expires: 11/27/2011

[Notarial Seal]

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TENANT:

JPMORGAN CHASE BANK, N. A.,
a national banking association

By: *Ryan Repp*
Name: **Ryan Repp**
Title: **Regional VP Retail R.E.**


STATE OF Ohio)
COUNTY OF Delaware)

The foregoing instrument was acknowledged before me this 23rd day of June, 2010, by Ryan Repp as VP of Retail RE of JPMorgan Chase Bank, N. A., on behalf of the association. He/She is personally known to me or has produced a driver's license as identification.

Holly Anderson
NOTARY PUBLIC, STATE OF Ohio

Holly Anderson
Print or Stamp Name of Notary

My Commission Expires:
May 4th 2015

[Notarial Seal]

HOLLY ANDERSON
Notary Public, State of Ohio
My Comm. Expires May 4, 2015

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LANDLORD:

KFS LANDINGS LLC, a Delaware limited liability company

By: **KF Lansing LLC**, a Delaware limited liability company, its Managing Member

By: **Freed Lansing LLC**, an Illinois limited liability company, its Manager

By: **JFA Management, LLC**, an Illinois limited liability company, its Manager

By: _____
Name: Laurance H. Freed
Title: Manager

Dr

STATE OF Illinois)
)
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 22 day of June, 2010, by Laurance H. Freed as a Manager of JFA Management LLC, as Manager of Freed Lansing LLC, as Manager of KF Lansing LLC as Manager of KFS Landings LLC, on behalf of the limited liability company. He/She is personally known to me or has produced a driver's license as identification.

[Signature]

NOTARY PUBLIC, STATE OF Illinois, County of Cook
Katya R. Lewandowska

Print or Stamp Name of Notary

My Commission Expires: 10-26-2012

[Notarial Seal]



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EXHIBIT A

DESCRIPTION OF LANDLORD'S PREMISES

PARCEL 1:

LOT 3 (EXCEPT THE SOUTHWESTERLY 1.04 FEET THEREOF);

LOT 7;

LOT 9 (EXCEPT THE SOUTH 8.5 FEET OF THE EAST 18.25 FEET OF THE WEST 33.0 FEET THEREOF, ALSO EXCEPT THE NORTH 1.00 FEET OF THE SOUTH 9.5 FEET OF THE EAST 18.25 FEET OF THE WEST 33.0 FEET THEREOF, ALSO EXCEPT THE SOUTH 1.00 FOOT OF THE EAST 241.00 FEET THEREOF ALSO EXCEPT THAT PART FALLING WITHIN THE LANDINGS FIRST RESUBDIVISION RECORDED MAY 4, 2000, AS DOCUMENT 00316232);

LOTS 11 THROUGH 17, INCLUSIVE; AND

OUTLOTS A AND B (EXCEPT THAT PART FALLING WITHIN THE LANDINGS FIRST RESUBDIVISION RECORDED MAY 4, 2000, AS DOCUMENT 00316232);

ALL OF THE ABOVE BEING IN THE LANDINGS PLANNED UNIT DEVELOPEMENT BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 15, 1985 AS DOCUMENT NO. 85148127, IN COOK COUNTY, ILLINOIS.

ALSO

LOT 1, OUTLOT A, AND OUTLOT B IN THE FINAL PLAT OF LANDINGS FIRST RESUBDIVISION, BEING A RESUBDIVISION OF PART OF OUTLOT A, OUTLOT B, AND LOT 9 IN THE LANDINGS P.U.D. SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 4, 2000 AS DOCUMENT 00316232, IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED EXCEPTION PARCELS A, B, C, D, E AND F:

EXCEPTION PARCEL A:

THAT PART OF A NORTH AND SOUTH 30 FOOT WIDE ROADWAY OF UNIFORM WIDTH BEING A TRACT OF LAND WITH ITS EAST AND SOUTHEASTERLY LINE DESCRIBED AS FOLLOWS, SAID 30 FOOT WIDE ROADWAY LYING TO THE WEST AND NORTHWEST OF THAT PART OF OUTLOT A DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF OUTLOT A, SAID POINT BEING AT THE NORTHEAST CORNER OF SAID OUTLOT A; THENCE SOUTH 0 DEGREES 15 MINUTES 50 SECONDS WEST ON THE EAST LINE OF SAID OUTLOT A, A DISTANCE OF 794.45 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS, SAID POINT BEING ON THE SOUTHEASTERLY LINE OF OUTLOT A; THENCE SOUTH 25 DEGREES 22 MINUTES 17 SECONDS WEST ON THE LAST DESCRIBED LINE, A DISTANCE OF 226.44 FEET TO A BEND POINT IN OUTLOT A; THE FOLLOWING 3 COURSES BEING ON THE SOUTHEASTERLY LINE OF OUTLOT A; THENCE SOUTH 25 DEGREES 14 MINUTES 34 SECONDS WEST, A DISTANCE OF 894.67 FEET; THENCE SOUTH 0 DEGREES 03 MINUTES 26 SECONDS WEST, A DISTANCE OF 7.18 FEET; THENCE SOUTH 25 DEGREES 29 MINUTES 28 SECONDS WEST, A DISTANCE OF 499.73 FEET TO THE MOST SOUTHEASTERLY CORNER OF OUTLOT A SAID POINT BEING ON THE NORTH LINE OF 170TH STREET, LYING SOUTH AND WEST OF A SOUTHERLY LINE AND A WESTERLY LINE OF LOT 1 IN THE LANDINGS FIRST RESUBDIVISION RECORDED MAY 4, 2000, AS DOCUMENT 00316232.

EXCEPTION PARCEL B:

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THAT PART OF OUTLOT A AND OUTLOT B BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF OUTLOT A, SAID NORTH LINE BEING A LINE 2319.72 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, AND THE EAST RIGHT OF WAY LINE OF TORRENCE AVENUE BEING THE WESTERLY LINE OF SAID OUTLOT A EXTENDED NORTHERLY; THENCE SOUTH 89 DEGREES 44 MINUTES 10 SECONDS EAST ON THE NORTH LINE OF OUTLOT A AND B, A DISTANCE OF 1285.31 FEET; THENCE SOUTH 64 DEGREES 37 MINUTES 43 SECONDS EAST, A DISTANCE OF 287.48 FEET TO THE SOUTHEASTERLY LINE OF OUTLOT B, BEING THE NORTHWESTERLY RIGHT OF WAY LINE OF PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS; THENCE SOUTH 25 DEGREES 22 MINUTES 17 SECONDS WEST ON THE LAST DESCRIBED LINE, A DISTANCE OF 66.0 FEET; THENCE NORTH 64 DEGREES 37 MINUTES 43 SECONDS WEST, A DISTANCE OF 291.10 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ON THE ARC OF A CIRCLE CONVEX TO THE NORTHEAST HAVING A RADIUS OF 257.0 FEET AND AN ARC DISTANCE OF 117.00 FEET TO A POINT OF TANGENT; THENCE NORTH 89 DEGREES 44 MINUTES 10 SECONDS WEST PARALLEL TO THE NORTH LINE OF OUTLOT A, A DISTANCE OF 1142.69 FEET (THE LAST DESCRIBED LINE BEING 33.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF OUTLOT A) TO THE EASTERLY RIGHT OF WAY LINE OF TORRENCE AVENUE AFORESAID; THENCE NORTH 3 DEGREES 40 MINUTES 10 SECONDS EAST ON SAID EASTERLY RIGHT OF WAY AND SAID LINE EXTENDED, A DISTANCE OF 33.06 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPTION PARCEL C:

THAT PART OF OUTLOT A DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF OUTLOT A, SAID NORTH LINE BEING A LINE 2319.72 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, AND THE EAST RIGHT OF WAY LINE OF TORRENCE AVENUE BEING THE WESTERLY LINE OF SAID OUTLOT A EXTENDED NORTHERLY; THENCE SOUTH 3 DEGREES 40 MINUTES 10 SECONDS WEST ON THE WESTERLY LINE OF SAID OUTLOT A, A DISTANCE OF 436.88 FEET; THENCE SOUTH 3 DEGREES 12 MINUTES 32 SECONDS WEST ON THE WESTERLY LINE OF SAID OUTLOT A, A DISTANCE OF 383.14 FEET TO A POINT ON A LINE 818.75 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID OUTLOT A FOR THE POINT OF BEGINNING OF THE CENTER LINE OF A 50 FOOT WIDE ROADWAY, 25 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED LINE; THENCE NORTH 86 DEGREES 44 MINUTES 21 SECONDS EAST, A DISTANCE OF 386.31 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 10 SECONDS EAST, A DISTANCE OF 545.06 FEET TO THE EASTERLY END OF SAID 50 FOOT ROADWAY, IN COOK COUNTY, ILLINOIS.

EXCEPTION PARCEL D:

THAT PART OF OUTLOT A BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 1 AFORESAID, THENCE SOUTH 25 DEGREES 14 MINUTES 34 SECONDS WEST ON THE SOUTHWESTERLY PROLONGATION OF THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 50.0 FEET; THENCE NORTH 64 DEGREES 45 MINUTES 26 SECONDS WEST, A DISTANCE OF 93.0 FEET; THENCE SOUTH 25 DEGREES 14 MINUTES 34 SECONDS WEST, A DISTANCE OF 82.32 FEET; THENCE NORTH 37 DEGREES 48 MINUTES 25 SECONDS WEST, A DISTANCE OF 5.61 FEET TO ANGLE POINT OF SAID LOT 1; THENCE NORTH 25 DEGREES 14 MINUTES 34 SECONDS EAST ON A LINE OF SAID LOT 1, A DISTANCE OF 129.78 FEET TO AN ANGLE POINT OF SAID LOT 1; THENCE SOUTH 54 DEGREES 45 MINUTES 26 SECONDS EAST ON A LINE OF SAID LOT 1, A DISTANCE OF 96.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPTION PARCEL E:

THAT PART OF OUTLOT A BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 1 AFORESAID, THENCE NORTH 64 DEGREES 45 MINUTES 26 SECONDS WEST ON THE NORTHWESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 7.0 FEET; THENCE SOUTH 25 DEGREES 14 MINUTES 34 SECONDS WEST, A DISTANCE OF 180.0 FEET TO A POINT ON A LINE OF SAID LOT 1; THENCE SOUTH 64 DEGREES 45 MINUTES 26 SECONDS EAST ON A LINE OF SAID LOT 1, A DISTANCE OF 7.0 FEET TO AN ANGLE POINT OF SAID LOT 1; THENCE NORTH 25 DEGREES 14 MINUTES 34 SECONDS EAST ON A LINE OF SAID LOT 1, A DISTANCE OF 180.0 FEET TO

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THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPTION PARCEL F:

THAT PART OF OUTLOT A DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHWESTERLY CORNER OF LOT 9, THENCE SOUTH 89 DEGREES 44 MINUTES 10 SECONDS EAST IN THE SOUTH LINE OF LOT 9, A DISTANCE OF 14.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 44 MINUTES 10 SECONDS EAST, A DISTANCE OF 3.25 FEET TO THE WEST LINE OF LOT 8; THENCE SOUTH 0 DEGREES 15 MINUTES 50 SECONDS WEST, A DISTANCE OF 168.5 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 10 SECONDS WEST, A DISTANCE OF 3.25 FEET; THENCE NORTH 0 DEGREES 15 MINUTES 50 SECONDS EAST, A DISTANCE OF 168.5 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PERPETUAL, NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1

AS SET FORTH, DEFINED AND LIMITED IN SECTIONS 2.2(A), 2.2(B), 2.2(C), 2.3 AND 2.5 OF THAT CERTAIN DECLARATION OF RECIPROCAL EASEMENTS AND OPERATING COVENANTS DATED JULY 31, 1985 AND RECORDED AUGUST 16, 1985 AS DOCUMENT 85149087, MADE BY AND AMONG AMALGAMATED TRUST AND SAVINGS BANK, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 21, 1984 AND KNOWN AS TRUST NUMBER 4951 AND LANSING LANDINGS SHOPPING CENTER PARTNERSHIP, LTD., AN ILLINOIS LIMITED PARTNERSHIP AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENTS AND OPERATING COVENANTS RECORDED DECEMBER 18, 1985 AS DOCUMENT 85329731 MADE BY AND AMONG AMALGAMATED TRUST AND SAVINGS BANK, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 21, 1984 AND KNOWN AS TRUST NUMBER 4951, LANSING LANDINGS SHOPPING CENTER PARTNERSHIP, LTD., AN ILLINOIS LIMITED PARTNERSHIP, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1, 1985 AND KNOWN AS TRUST NUMBER 65120, HIGHLAND SUPERSTORES, INC., A MICHIGAN CORPORATION, TOYS "R" US, INC., A DELAWARE CORPORATION, SERVICE MERCHANDISE COMPANY, INC., A TENNESSEE CORPORATION, AND HOMEOWNERS WAREHOUSE, INC., A FLORIDA CORPORATION, AND AS FURTHER AMENDED BY SECOND AMENDMENT TO SAID DECLARATION RECORDED MARCH 11, 1988 AS DOCUMENT 86103519, AND AS MODIFIED BY ASSUMPTION AGREEMENTS RECORDED OCTOBER 2, 1985 AS DOCUMENT 85216669, OCTOBER 15, 1985 AS DOCUMENT 85235392, OCTOBER 15, 1985 AS DOCUMENT 85235396, AUGUST 16, 1985 AS DOCUMENT 85149097 AND AUGUST 16, 1985 AS DOCUMENT 85149098 FOR THE PURPOSE OF PARKING, INGRESS AND EGRESS, PASSAGE AND ACCOMMODATION OF PEDESTRIANS, "COMMON UTILITY FACILITIES" AND FOR "COMMON AREA IMPROVEMENTS" OVER AND ACROSS "COMMON AREA" AS DEFINED AND LIMITED THEREIN, EXCEPTING FROM SAID "COMMON AREA" THOSE PORTIONS THEREOF FALLING WITHIN PARCEL 1 AFORESAID;

PARCEL 3:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID AS SET FORTH IN DECLARATION OF RECIPROCAL EASEMENTS AND OPERATING COVENANTS DATED JULY 31, 1985 AND RECORDED AUGUST 16, 1985 AS DOCUMENT 85149087 AFORESAID FOR ALL "CONSTRUCTION", AS DEFINED IN SECTION 4.1; MAINTENANCE AND REPAIR OF PARCEL 1 IMPROVEMENTS AND FOR STORAGE OF MATERIALS AND EQUIPMENT AS SET FORTH, DEFINED AND LIMITED IN SECTION 4.5 OF THE DECLARATION SET FORTH IN PARCEL 2 AFORESAID, AS AMENDED AND ASSUMED, OVER AND ACROSS "COMMON AREAS" AS THAT TERM IS DEFINED AND LIMITED THEREIN, EXCEPTING FROM SAID "COMMON AREA" THOSE PORTIONS THEREOF FALLING WITHIN PARCEL 1 AFORESAID AND/OR FALLING IN LOTS 4 OR 5 IN SAID LANDINGS PLANNED UNIT DEVELOPMENT, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

PERPETUAL, NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID, AS SET FORTH, DEFINED AND LIMITED IN SECTION 3.02 AND 3.03 OF THE AGREEMENT AS HEREIN STATED, CREATED IN THE ROAD AND UTILITY RECIPROCAL EASEMENT AGREEMENT MADE BY AND BETWEEN

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AMALGAMATED TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 21, 1984 AND KNOWN AS TRUST NUMBER 4951 AND RIVER LAND ASSOCIATES, AN ILLINOIS GENERAL PARTNERSHIP, DATED JULY 31, 1985 AND RECORDED AUGUST 16, 1985 AS DOCUMENT 85140984 AND AMENDED BY AMENDMENT TO ROAD AND UTILITY RECIPROCAL EASEMENT AGREEMENT RECORDED SEPTEMBER 30, 1986 AS DOCUMENT 86446672, FOR AN EASEMENT IN, UNDER, UPON AND OVER THAT PORTION OF THE NORTH EDGE ROAD LOCATED ON PARCEL B (AS THEREIN DEFINED) FOR CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF ANY AND ALL UTILITIES, INCLUDING, BUT NOT LIMITED TO, WATER, GAS, ELECTRICITY, TELEPHONE AND SANITARY AND STORM SEWER SERVICES AND FACILITIES IN, UNDER, UPON AND OVER THE NORTH EDGE ROAD.

AND

PERPETUAL NON-EXCLUSIVE SUBTERRANEAN EASEMENT UNDER THAT PORTION OF THE SOUTH TWENTY (20) FEET OF PARCEL C (AS THEREIN DEFINED) FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF WATER AND SEWER UTILITIES UNDER THE SOUTH TWENTY FEET OF PARCEL C (AS THEREIN DEFINED) IN ACCORDANCE WITH VILLAGE STANDARDS AND OTHER LEGAL REQUIREMENTS.

PARCEL 5:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID, AS CREATED BY DRAINAGE EASEMENT AGREEMENT DATED JULY 31, 1985 AND RECORDED AUGUST 16, 1985 AS DOCUMENT NO. 85149085, MADE BY AND BETWEEN AMALGAMATED TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 21, 1984 AND KNOWN AS TRUST NUMBER 4951 AND RIVER LAND ASSOCIATES, AN ILLINOIS GENERAL PARTNERSHIP, RELATING TO 2 (TWO) 15 (FIFTEEN) FOOT WIDE EASEMENTS (THE "EASEMENTS") ACROSS THE LAND AS THEREIN DESCRIBED AS PARCEL B, ONE RUNNING FROM THE SOUTHERN BOUNDARY OF PARCEL B TO THE LITTLE CALUMET RIVER PARALLEL AND ADJACENT TO TORRENCE AVENUE, AND THE OTHER RUNNING FROM THE SOUTHERN BOUNDARY OF PARCEL B TO THE LITTLE CALUMET RIVER PARALLEL AND ADJACENT TO THE COMMONWEALTH EDISON PROPERTY, FOR PURPOSES OF INSTALLING SUBTERRANEAN DRAINAGE FACILITIES ALONG SAID EASEMENTS CONSISTING SOLELY OF BURIED CULVERTS, TOGETHER WITH THE RIGHT AND AUTHORITY TO ENTER UPON THE EASEMENTS, WITH SUCH VEHICLES AND EQUIPMENT AS MAY BE NECESSARY OR DESIRABLE TO CONSTRUCT, LAY, MAINTAIN, OPERATE AND REMOVE AT ANY TIME AT AMALGAMATED'S EXPENSE SAID DRAINAGE FACILITIES.

COMMONLY KNOWN AS THE LANDINGS SHOPPING CENTER, LANSING, ILLINOIS

PIN: 30-19-300-014-0000
 30-19-300-018-0000
 30-19-300-021-0000
 30-19-300-022-0000
 30-19-300-023-0000
 30-19-300-024-0000
 30-19-300-025-0000
 30-19-300-026-0000
 30-19-300-027-0000
 30-19-300-028-0000
 30-19-300-038-0000
 30-19-300-039-0000
 30-19-300-040-0000
 30-19-300-041-0000
 30-19-300-042-0000
 30-19-300-043-0000