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Prepared by and
after recording return to:

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RECORDER'S BOX _____

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**EASEMENT AGREEMENT FOR ACCESS, WATER
LINE, STORM SEWER LINE, AND SIGNS AND
LICENSE TO USE NAME**

This EASEMENT AGREEMENT FOR ACCESS, WATER LINE, STORM SEWER LINE, AND SIGNS AND LICENSE TO USE NAME (this "Agreement") is made as of December 15, 2010, by, between and among CHICAGO TITLE LAND TRUST COMPANY, as successor trustee to Cole Taylor Bank, not personally but as Trustee under a Trust Agreement dated August 1, 2002, and known as Trust No. 99-8164 ("Willow Owner"), WILLOW FESTIVAL LLC, a Delaware limited liability company ("Willow"); and together with the Willow Owner, the "Willow Grantor"), CHICAGO TITLE LAND TRUST COMPANY, as successor trustee to Cole Taylor Bank, not personally but as Trustee under a Trust Agreement dated August 12, 2003, and known as Trust No. 99-8169 ("Willow North Owner"), and WILLOW NORTH SHOPPING CENTER LLC, a Delaware limited liability company ("Willow North"; and together with the Willow North Owner, the "Willow North Grantor").

RECITALS:

A. Willow Owner is the sole owner of record of the property legally described in Exhibit A to this Agreement (the "Willow Property").

B. Willow Owner ground leased the Willow Property pursuant to that certain Amended and Restated Ground Lease for Real Estate Parcels SE-1A-2 and SE-1A-X dated as of September 15, 2005, a Short Form and Memorandum of which was recorded in the Office of the

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Recorder of Deeds of Cook County on September 30, 2005, as Document No. 0527312183. Willow is the ground lessee under such lease by means of that certain Assignment and Assumption Agreement dated December 21, 2007, between the then lessee under said ground lease and Willow, which was recorded in the Office of the Recorder of Deeds of Cook County on January 10, 2008, as Document No. 0801033033 (collectively, as the same may heretofore or hereafter from time to time be amended, the "**Willow Ground Lease**").

C. Willow North Owner is the sole owner of record of the property legally described in Exhibit B to this Agreement (the "**Willow North Property**"; the Willow Property and the Willow North Property are each sometimes referred to as a "**Property**").

D. Willow North Owner ground leased the Willow North Property to Willow North pursuant to that certain Ground Lease for Techny Outlot dated as of August 1, 2010, a Short Form and Memorandum of which was recorded in the Office of the Recorder of Deeds of Cook County on August 30, 2010, as Document No. 1024239015 (as the same may heretofore or hereafter from time to time be amended, the "**Willow North Ground Lease**"; the Willow Ground Lease and the Willow North Ground Lease are each sometimes referred to as a "**Ground Lease**").

E. Willow has substantially completed the construction of a retail shopping center on the Willow Property.

F. Willow North intends to construct on the Willow North Property a retail shopping center in accordance with final plans and specifications to be approved by Techny Land Corporation, NFP ("**TLC, NFP**"), as the current sole beneficiary of Willow Owner, and Willow North Owner.

G. Willow Grantor and Willow North Grantor each desire to enter into this Agreement in order to allow for the construction of an access road and adjoining sidewalk between the Willow Property and the Willow North Property (the "**Access Road**") to be located on the portion of the Willow Property legally described in Exhibit C to this Agreement and on the portion of the Willow North Property legally described in Exhibit D to this Agreement, all as depicted in Exhibit E, and to grant to the other a non-exclusive and perpetual easement on, over, along and across the Access Road and on, over, along and across the Drives (as defined below) as may exist from time to time on the Property it owns or ground leases. Willow Grantor and Willow North Grantor each further desire to provide for directional and traffic signage in connection with the Access Road.

H. Willow Grantor is willing to allow Willow North the right to connect to the existing water and storm sewer lines at the Willow Property.

I. Willow Grantor is willing to allow Willow North to use the name "Willow Festival" in connection with the operation of the Willow North Property.

NOW, THEREFORE, Willow, Willow Owner, Willow North and Willow North Owner (each a "**Party**" and collectively as the "**Parties**") hereby enter into this Agreement for the purposes set forth above.

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1. **Recitals.** The Recitals set forth above are material to this Agreement and are deemed part of this Agreement as if set forth fully in this Section 1.

2. **Construction of Access Road.** Willow North, at its sole cost and expense, and in conjunction with its construction activities on the Willow North Property, agrees to construct the Access Road and restripe and reconfigure the existing traffic aisle and approach to the Access Road substantially in accordance with the final plans and specifications therefor to be approved by the Village of Northbrook (the "**Village**"), Willow and TLC, NFP, which approval shall not be unreasonably withheld, conditioned or delayed provided such plans and specifications are substantially in accordance with the preliminary plans therefor approved by TLC, NFP prior to the date hereof ("**Approved Access Road Plans**"). Willow Grantor hereby grants to Willow North and its contractors, subcontractors, agents, employees, principals, officers and representatives (the "**Willow North Parties**"), a temporary easement to go upon the Willow Property to such extent as is necessary for the construction of the Access Road. All such work to construct the Access Road shall be subject to the following:

(a) The temporary easement granted under this Section 2 shall terminate upon the completion of construction of the Access Road and approval thereof by the Village.

(b) Willow North shall not permit or suffer any mechanic's lien or similar encumbrance to be claimed against the Willow Property in connection with the construction of the Access Road.

(c) Willow North shall defend, indemnify and hold harmless the Willow Indemnitees (as defined below) from any and all claims, actions and liabilities arising from (i) Willow North's use of the temporary construction easement, and (ii) any mechanic's liens or encumbrances asserted against the Willow Property due to any labor or materials furnished, supplied or claimed to be furnished or supplied in connection with work of any kind, nature, or character performed or claimed to have been performed at the direction or sufferance of Willow North. Willow North assumes sole and entire responsibility for all loss of life, injury to persons, or damage to property that may be sustained due to the activities, operation or use of the temporary easement herein granted to the Willow North Parties and all those claiming through the Willow North Parties. Willow North, for itself and those claiming through Willow North, hereby releases Willow North Owner, Willow and Willow Owner, and their respective beneficiaries, officers, directors, partners, members, employees, agents, mortgagees, licensees, contractors, guests and invitees (collectively the "**Willow Indemnitees**") from any and all liability, loss, claims, demands, damages, penalties, fines, interest, costs, and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred by the Willow Indemnitees) for personal injury and property damage that may arise from the construction of the Access Road.

(d) All work undertaken by the Willow North Parties shall be performed and completed with diligence in a good and workmanlike manner, in accordance with the Approved Access Road Plans and all applicable laws, ordinances, codes and regulations

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("Governmental Regulations") of those governmental authorities having jurisdiction over the Access Road.

(e) Any and all fees, including but not limited to permitting fees, shall be the responsibility of Willow North.

(f) All work undertaken by the Willow North Parties shall be performed and completed in such a manner to minimize interference with the operation and use of the Willow Property.

(g) No work shall be performed by the Willow North Parties on the Willow Property between November 1 and December 31 of any calendar year.

3. Easements for Access Road and Drives.

(a) As used herein the term "**Parking Patrons**" with respect to any Party means its beneficiaries, employees, agents, tenants, successors, and assigns, and their respective employees, agents, licensees and invitees from time to time exercising rights under the Access Easements (as defined below).

(b) Willow Grantor hereby grants a non-exclusive easement for the use and benefit of Willow North Grantor and its Parking Patrons over the portion of the Access Road within the Willow Property and over such drives and sidewalks as may exist on the Willow Property from time to time (the "**Willow Drives**") for the purpose of ingress and egress by Willow North Grantor and its Parking Patrons and their vehicles to, from, and between (i) those publicly dedicated rights-of-way known as Waukegan Road, Willow Road and Founders Drive and (ii) the Willow North Property.

(c) Willow North Grantor hereby grants a non-exclusive easement for the use and benefit of Willow Grantor and its Parking Patrons over the portion of the Access Road within the Willow North Property and over such drives as may exist on the Willow North Property from time to time (the "**Willow North Drives**"; the Willow Drives and the Willow North Drives are each sometimes referred to as "**Drives**") for the purpose of ingress and egress by Willow Grantor and its Parking Patrons and their vehicles to, from, and between (i) that publicly dedicated right-of-way known as Waukegan Road and (ii) the Willow Property.

(d) The foregoing grant of easements is hereinafter sometimes called the "**Access Easements.**" Such Access Easements shall be perpetual and shall remain in full force and effect unless and until released or terminated as provided in this Agreement or as agreed by all of the then parties hereto.

4. **Construction of Water Line.** Willow North, at its sole cost and expense, and in conjunction with its construction activities on the Willow North Property, may construct a water line from the Willow North Property to an existing water line on the north side of the Willow Property (the "**Water Line**") generally in a location as shown on Exhibit F and in accordance with plans and specifications therefor to be approved by Willow and TLC, NFP, which approval shall not be unreasonably withheld, conditioned or delayed ("**Approved Water Line Plans**").

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Willow Grantor hereby grants to the Willow North Parties a temporary easement to go upon the Willow Property to such extent as is necessary for the construction of the Water Line. All such work to construct the Water Line shall be subject to the following:

(a) The temporary easement granted under this Section 4 shall terminate upon the completion of construction of the Water Line and approval thereof by the Village.

(b) Willow North shall not permit or suffer any mechanic's lien or similar encumbrance to be claimed against the Willow Property in connection with the construction of the Water Line.

(c) Willow North shall defend, indemnify and hold harmless the Willow Indemnitees from any and all claims, actions and liabilities arising from (i) Willow North's use of the temporary construction easement, and (ii) any mechanic's liens or encumbrances asserted against the Willow Property due to any labor or materials furnished, supplied or claimed to be furnished or supplied in connection with work of any kind, nature, or character performed or claimed to have been performed at the direction or sufferance of Willow North. Willow North assumes sole and entire responsibility for all loss of life, injury to persons or damage to property that may be sustained due to the activities, operation or use of the temporary easement herein granted to the Willow North Parties and all those claiming through the Willow North Parties. Willow North, for itself and those claiming through Willow North, hereby releases Willow Indemnitees from any and all liability, loss, claims, demands, damages, penalties, fines, interest, costs, and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred by the Willow Indemnitees) for personal injury and property damage that may arise from the construction of the Water Line.

(d) All work undertaken by the Willow North Parties shall be performed and completed with diligence in a good and workmanlike manner, in accordance with the Approved Water Line Plans and all applicable Governmental Regulations of those governmental authorities having jurisdiction over the Water Line.

(e) Any and all fees, including but not limited to permitting and utility tap fees, shall be the responsibility of Willow North.

(f) All work undertaken by the Willow North Parties shall be performed and completed in such a manner to minimize interference with the operation and use of the Willow Property.

(g) No work shall be performed by the Willow North Parties on the Willow Property between November 1 and December 31 of any calendar year.

(h) Upon completion of the Water Line, Willow North shall cause the engineering firm that created the Approved Water Line Plans to prepare a plat of survey and legal description for the easements granted pursuant to Section 5, depicting the "as built" location of the Water Line. Such easement shall be five (5) feet on either side of the center line of the Water Line, and the Parties shall enter into an amendment to this

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Agreement in recordable form in order to specifically locate such easements within the Willow Property.

5. Water Line Easement.

(a) Willow Grantor hereby grants a non-exclusive easement to place the Water Line in the location shown in the Approved Water Line Plans and to use such line to provide water to the Willow North Property and to repair, restore, rebuild and maintain the Water Line as hereinafter provided.

(b) The foregoing grant of easements is hereinafter sometimes called the "Water Line Easements." Such Water Line Easements shall be perpetual and shall remain in full force and effect unless and until released or terminated as provided in this Agreement or as agreed by all of the parties hereto.

6. Construction of Storm Sewer Line. Willow North, at its sole cost and expense, and in conjunction with its construction activities on the Willow North Property, may construct a storm sewer line (the "Storm Sewer Line") from within the Willow North Property to connect to an existing storm sewer line previously constructed pursuant to that certain Techny Land Parcels SE-1A-1 and SE-1A2 Storm Water Drainage Easement Agreement dated as of November 2, 2002, and recorded on November 8, 2002, as Document No. 0021236726 on the north side of the Willow Property. The Storm Sewer Line shall be constructed generally in a location as shown on Exhibit F and in accordance with plans and specifications therefor to be approved by Willow and TLC, NFP, which approval shall not be unreasonably withheld, conditioned or delayed ("Approved Storm Sewer Line Plans"). Willow Grantor hereby grants to the Willow North Parties a temporary easement to go upon the Willow Property to such extent as is necessary for the construction of the Storm Sewer Line. All such work to construct the Storm Sewer Line shall be subject to the following:

(a) The temporary easement granted under this Section 6 shall terminate upon the completion of construction of the Storm Sewer Line.

(b) Willow North shall not permit or suffer any mechanic's lien or similar encumbrance to be claimed against the Willow Property in connection with the construction of the Storm Sewer Line.

(c) Willow North shall defend, indemnify and hold harmless the Willow Indemnitees from any and all claims, actions and liabilities arising from (i) Willow North's use of the temporary construction easement, and (ii) any mechanic's liens or encumbrances asserted against the Willow Property due to any labor or materials furnished, supplied or claimed to be furnished or supplied in connection with work of any kind, nature, or character performed or claimed to have been performed at the direction or sufferance of Willow North. Willow North assumes sole and entire responsibility for all loss of life, injury to persons, or damage to property that may be sustained due to the activities, operation or use of the temporary easement herein granted to the Willow North Parties and all those claiming through the Willow North Parties. Willow North, for itself and those claiming through Willow North, hereby releases Willow Indemnitees from any

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and all liability, loss, claims, demands, damages, penalties, fines, interest, costs, and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred by the Willow Indemnitees) for personal injury and property damage that may arise from the construction of the Storm Sewer Line.

(d) All work undertaken by the Willow North Parties shall be performed and completed with diligence in a good and workmanlike manner, in accordance with the Approved Storm Sewer Line Plans and all Governmental Regulations of governmental authorities having jurisdiction over the Storm Sewer Line.

(e) Any and all fees, including but not limited to permitting and utility tap fees, shall be the responsibility of Willow North.

(f) All work undertaken by the Willow North Parties shall be performed and completed in such a manner to minimize interference with the operation and use of the Willow Property.

(g) No work shall be performed by the Willow North Parties on the Willow Property between November 1 and December 31 of any calendar year.

(h) Upon completion of the Storm Sewer Line, Willow North shall cause the engineering firm that created the Approved Storm Sewer Line Plans to prepare a plat of survey and legal description for the easements granted pursuant to Section 7, depicting the "as built" location of the Storm Sewer Line. Such easement shall be five (5) feet on either side of the center line of the Storm Sewer Line, and the Parties shall enter into an amendment to this Agreement in recordable form in order to specifically locate such easements within the Willow Property.

7. Storm Sewer Line Easement.

(a) Willow Grantor hereby grants a non-exclusive easement to place the Storm Sewer Line in the location shown in the Approved Storm Sewer Line Plans and to use such line to discharge storm water from the Willow North Property into the existing storm sewer line on the Willow Property and to repair, restore, rebuild and maintain the Storm Sewer Line as hereinafter provided.

(b) The foregoing grant of easements is hereinafter sometimes called the "**Storm Sewer Line Easement.**" Such Storm Sewer Line Easement shall be perpetual and shall remain in full force and effect unless and until released or terminated as provided in this Agreement or as agreed by all of the parties hereto.

8. Easements for Signage and Use of Name.

(a) As used herein the term "**Directional Sign**" means one or more signs on the Willow Property directing pedestrians or vehicular traffic to the location of a tenant at the Willow Property or the Willow North Property. As used herein the term "**Traffic Sign**" means one or more stop signs or other signs on the Willow Property concerning the safe operation of vehicles.

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(b) Willow Grantor hereby grants to Willow North Grantor the right to place the name of each tenant on the Willow North Property from time to time and an appropriate directional indication on each Directional Sign located or permitted by Willow Grantor within the area shown on Exhibit G. The name and directional indication shall be of the same size as those of tenants at the Willow Property. If Willow Grantor allows tenants of the Willow Property to place logos or other matter on such Directional Signs, the tenants of the Willow North Property (or Willow North on their behalf) also shall be permitted to place logos or other matter on such Directional Signs. If Willow Grantor does not place any Directional Signs within the area shown on Exhibit G, Willow Grantor hereby grants to Willow North Grantor an easement to place up to two (2) Directional signs within the area shown on Exhibit G. The location and design of any Directional Signs placed by Willow North Grantor shall be subject to the reasonable approval of Willow Grantor and TLC, NFP, which approval shall not be unreasonably delayed or conditioned. Willow North shall pay to Willow a proportionate share (based on the signage area initially allocated to tenants of each) of the cost of constructing any Directional Sign constructed by Willow (including any applicable fees) and shall pay the entire cost of constructing any Directional Sign constructed by Willow North (including any applicable fees).

(c) Willow Grantor hereby grants to Willow North Grantor the right to construct, relocate, alter and remove one or more Traffic Signs within reasonable proximity of the Access Drive if requested to do by the Village. The location and design of any Traffic Signs placed by Willow North Grantor shall be subject to the reasonable approval of Willow Grantor and TLC, NFP, which approval shall not be unreasonably delayed or conditioned.

(d) Willow Grantor hereby grants to Willow North Grantor the right to enter upon such portions of the Willow Property as is reasonably necessary for the purpose of constructing, installing, repairing, maintaining and replacing the Directional Signs and Traffic Signs, as applicable, on the Willow Property as provided herein.

(e) Willow Grantor hereby grants to Willow North Grantor a license to use the name "Willow Festival" in connection with the ownership, operation, leasing and advertising of the Willow North Property. Further, Willow Grantor hereby grants to Willow North Grantor a license to allow tenants of the Willow North Property to use the name "Willow Festival" in connection with their operations at the Willow North Property.

9. Agreement Regarding Maintenance.

(a) Maintenance of Access Road, Drives, Water Line and Storm Sewer Line. It is in the mutual interest of the Parties that the Access Road, Water Line, Storm Water Line, Willow Drives and Willow North Drives shall be maintained throughout the term hereof in good and safe condition suitable for the purpose intended. Willow hereby undertakes and agrees to maintain the Willow Drives, the water lines on the Willow Property up to the point of connection with the Water Line and the storm sewer lines on the Willow Property up to the point of connection with the Storm Sewer Line in said

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condition. Willow North hereby undertakes and agrees to maintain the Access Road and the Willow North Drives and the Water Line up to the point of connection with the water lines on the Willow Property and the Storm Sewer Line up to the point of connection with the storm sewer lines on the Willow Property in said condition. Without limitation of the generality of the foregoing, Willow North shall promptly remove from the Access Road and each of Willow and Willow North shall promptly remove from the Drives on their respective properties all snow, ice, debris, and other things and substances not properly upon said areas, to the end that operation of the Access Easements herein granted shall not be impeded. Willow North shall repair and/or replace, as necessary, the paved areas and any lighting constructed by Willow North pursuant to the Approved Access Road Plans on the Access Road to the same standard as originally constructed. Willow North shall also maintain any landscaped area on the Access Road to the same standard as originally constructed. Willow shall also repair and/or replace, as necessary, the water lines on the Willow Property up to the point of connection with the Water Line and the storm sewer lines on the Willow Property up to the point of connection with the Storm Sewer Line to the same standard as originally constructed so that the flow of water to Willow North through the Water Line and the flow of storm water through the Storm Sewer Line shall not be impeded. Willow North shall also repair and/or replace, as necessary, the Water Line and the Storm Water Line up to the point of connection with the water lines and storm sewer lines on the Willow Property to the same standard as originally constructed. In addition, each of Willow and Willow North shall promptly pay the amount of all real estate taxes attributable to the portion of the Access Road on the Property it ground leases. Willow North shall have the right to enter upon such portions of the Willow Property located along or next to the Access Road, the Water Line, or the Storm Sewer Line, as applicable, as is reasonably necessary for the purpose of repairing, maintaining and replacing the Access Road, Water Line, the Storm Water Line, as applicable, on the Willow Property as provided herein. Notwithstanding the foregoing in this Section 9(a), in the event of damage, destruction or condemnation, the provisions of Sections 9(b) and (c) shall prevail.

(b) Damage or Destruction of Access Road, Drives, Water Line and Storm Sewer Line. Except as specifically provided to the contrary in this Agreement,

- (1) If any part or all of the Access Road shall be damaged or destroyed, then Willow North shall, to the extent reasonably possible, promptly restore the portion of the Access Road to the same standard as originally constructed.
- (2) If any part or all of the Drives on a Property shall be damaged or destroyed, then the Party ground leasing such Property shall, to the extent reasonably possible, promptly restore the portion of the Drives on the Property it ground leases to the same standard as originally constructed such that access over and across the Access Road and Drives on the Property it ground leases shall be maintained between the applicable dedicated public right-of-way and the other Property.

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- (3) If any part or all of the water lines on the Willow Property shall be damaged or destroyed so as to impair the flow of water to the Water Line, then Willow shall, to the extent reasonably possible, promptly restore the portion of the water lines on the Willow Property to the same standard as originally constructed.
- (4) If any part or all of the Water Line shall be damaged or destroyed, then Willow North may, to the extent reasonably possible, promptly restore the portion of the Water Line to the same standard as originally constructed.
- (5) If any part or all of the storm sewer lines on the Willow Property shall be damaged or destroyed so as to impair the flow of storm water through the Storm Water Line, then Willow shall, to the extent reasonably possible, promptly restore the portion of the Storm Water Line to the same standard as originally constructed.
- (6) If any part or all of the Storm Water Line shall be damaged or destroyed, then Willow North may, to the extent reasonably possible, promptly restore the portion of the Storm Water Line to the same standard as originally constructed.

(c) Condemnation of Access Road, Drives, Water Line or Storm Water Line.
Except as provided in this section,

- (1) If any part or all of the Access Road or any Drives shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof (a "Taking"), then the Access Easements created by this Agreement shall immediately terminate as to the portion of the Access Road or Drives so taken. If any part or all of the Access Road shall be taken in a Taking, then Willow North shall, to the extent reasonably possible, restore the portion of the Access Road such that access shall be maintained between the applicable dedicated public right-of-way and the Properties.
- (2) If any part or all of the Drives shall be taken in a Taking, then the Party ground leasing the portion of the Drives so taken, as the case may be, shall, to the extent reasonably possible in such Party's judgment, restore the portion of the Drives on the Property it ground leases such that access shall be maintained between the applicable dedicated public right-of-way or rights-of-way and the other Property.
- (3) If any part or all of the water lines on the Willow Property shall be taken in a Taking so as to impair the flow of water to the Water Line, then Willow shall, to the extent reasonably possible,

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promptly restore the portion of the water lines on the Willow Property to the same standard as originally constructed except that Willow may relocate any part or all of the water lines on the Willow Property provided the flow of water to Willow North is not impaired thereby.

(4) If any part or all of the Water Line shall be taken in a Taking, then the Water Line Easements created by this Agreement shall immediately terminate as to the portion of the Water Line so taken. To the extent reasonably possible, Willow North may relocate the Water Line Easements to another location to be approved by Willow and DWTCC, which approval shall not be unreasonably withheld, conditioned or delayed.

(5) If any part or all of the storm water lines on the Willow Property shall be taken in a Taking so as to impair the flow of storm water through the Storm Water Line, then Willow shall, to the extent reasonably possible, promptly restore the portion of the storm water lines on the Willow Property to the same standard as originally constructed except that Willow may relocate any part or all of the storm water lines on the Willow Property provided the flow of storm water from Willow North is not impaired thereby.

(6) If any part or all of the Storm Water Line shall be taken in a Taking, then the Storm Water Line Easements created by this Agreement shall immediately terminate as to the portion of the Storm Water Line so taken. To the extent reasonably possible, Willow North may relocate the Storm Water Line Easements to another location to be approved by Willow and TLC, NFP, which approval shall not be unreasonably withheld, conditioned or delayed.

(7) Any condemnation award or proceeds of such private purchase shall be the sole property of the Parties owning and ground leasing the condemned land (to be divided between them as provided in the applicable Ground Lease) and the other Parties shall not be entitled to any share in such award or proceeds and hereby assign to the Parties owning and ground leasing the affected Property all right, title, and interest in and to such award and proceeds. Except as provided herein, each Party shall have the right to pursue a separate claim with the condemning authority for all damages permitted by law, provided the award of the parties owning and ground leasing the condemned land is not diminished thereby.

(d) Maintenance Costs with Respect to Water Line, Storm Water Line and Drives. Except as set forth in this Section 7(d), each of Willow and Willow North shall be responsible for the cost of complying with its obligations set forth in Sections 7(a), (b)

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and (c) ("**Maintenance Costs**") with respect to the water lines and storm water lines on the Willow Property, the Water Line, the Storm Water Line and its Drives. Commencing with the date the Access Road is complete and available for use (the "**Reimbursement Commencement Date**"), Willow North shall reimburse Willow for the use of the Willow Drives. The amount of such reimbursement shall be One Thousand Dollars (\$1,000.00) per year for the first five (5) years. On each five (5) year anniversary of the Reimbursement Commencement Date, the reimbursement amount shall be increased by twelve percent (12%) over the prior year's reimbursement amount (which increased amount shall be applicable to the next five (5) years). The reimbursement amount for a year shall be due on the Reimbursement Commencement Date or applicable anniversary thereof.

(e) Maintenance Costs with Respect to Access Road. Willow North shall be responsible for the Maintenance Costs with respect to the Access Road. In the event of a Taking of all or a portion of the Access Road followed by a restoration of the Access Road as provided in Section 7(c), the Willow Grantor will pay to Willow North the proceeds received by the Willow Grantor for the Taking of the Access Road up to the actual cost of the restoration of the Access Road on the Willow Property. Payment shall be made within thirty (30) days following the later of (i) receipt of the proceeds of the Taking, or (ii) receipt of a request for payment from Willow North accompanied by reasonable evidence of the costs paid and appropriate lien waivers.

(f) Maintenance Costs with Respect to Directional Signs and Traffic Signs. Willow shall be responsible for the maintenance costs with respect to the Directional Signs constructed by Willow. Willow North shall pay to Willow a proportionate share (based on the signage area allocated to tenants of each from time to time) of the cost of maintaining any Directional Sign constructed by Willow and shall pay the entire cost of maintaining any Directional Sign or Traffic Signs constructed by Willow North.

(g) Liens. Willow North shall not permit or suffer any mechanic's lien or similar encumbrance to be claimed against the Willow Property in connection with the maintenance, repair, restoration or replacement of the Access Road, the Water Line, the Storm Water Line or any Directional Sign or Traffic Signs constructed by Willow North. Willow North shall defend, indemnify and hold harmless the Willow Indemnitees from any and all claims, actions and liabilities arising from (i) Willow North's maintenance, repair, restoration or replacement of the Access Road, the Water Line, the Storm Water Line or any Directional Sign or Traffic Signs constructed by Willow North, and (ii) any mechanic's liens or encumbrances asserted against the Willow Property due to any labor or materials in connection with maintenance, repair, restoration or replacement of the Access Road, the Water Line, Storm Water Line or any Directional Sign or Traffic Signs constructed by Willow North of any character performed or claimed to have been performed at the direction or sufferance of Willow North.

10. Reserved Rights.

(a) Willow Grantor and Willow North Grantor each retains all of its rights to the use and occupation of its Property (other than the portion of the Access Road lying

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within its Property, the use of which is governed by this Agreement) in any manner as such Grantor shall deem proper in its sole discretion, including the right to change the use of the Property, to change the location of Drives on its Property and to allow others to use such Drives, provided that such Grantor's use is not inconsistent with the use of the Access Road, the Water Line, the Storm Water Line and Drives by the other Grantor and its respective successors or assigns as permitted pursuant to this Agreement.

(b) From time to time after the initial construction of the Water Line and the Storm Sewer Line, when and as the future development or redevelopment of the Willow Property occurs, Willow Owner or Willow shall have the right, at its sole cost and expense, to relocate the Water Line or Storm Sewer Line within the Willow Property to a location within the Willow Property that is in harmony with Willow Owner's or Willow's development or redevelopment plans for the Willow Property and approved by Willow Owner, TLC, NFP and the Village Engineer as long as the relocated lines are constructed to the same standard as originally constructed and Willow North and its tenants are not adversely affected. The Party causing the relocation of the Water Line and Storm Sewer Line shall bear all costs to survey the new location of the easement, to prepare the revised legal descriptions and to prepare an amendment to this Agreement substituting the "as built" easement premises and survey for Exhibit F attached hereto, and shall defend, indemnify and hold harmless the other Parties from any and all liability, loss, claims, demands, damages, penalties, fines, interest, costs, and expenses (including, without limitation, reasonable attorneys' fees, and litigation costs incurred by such other Parties) for (i) personal injury and property damage that may arise from such work, and (ii) any mechanic's liens or encumbrances asserted against the Willow North Property or such other Parties due to any labor or materials furnished, supplied or claimed to be furnished or supplied in connection with such work.

11. Insurance.

(a) Liability. The Party ground leasing each Property shall maintain throughout the term hereof, at its own expense, shall maintain and keep in full force and effect commercial general liability insurance covering the use of the Access Road and Drives on the Property it ground leases. The commercial general liability insurance shall have a combined single limit of no less than Two Million and 00/100 Dollars (\$2,000,000) and shall name the other Parties and the beneficiary or the beneficiaries of Willow Owner and Willow North Owner and each other persons or entities as designated by either of them from time to time as additional insureds.

(b) Insurance Requirements and Evidence. All of the insurance required hereunder may be carried under (i) an individual policy, (ii) a blanket policy or policies which include other liabilities, properties and locations of the Party obtaining the insurance, (iii) a plan of self-insurance, provided that the Party so self-insuring has and maintains a net worth of no less than Ten Million and 00/100 Dollars (\$10,000,000.00), or (iv) a combination of any of the foregoing insurance programs. All such insurance shall be secured from insurers licensed in the State of Illinois and reasonably acceptable to all parties. Certified copies of each policy of such insurance (or a certificate of insurance thereof evidencing such insurance) procured or caused to be procured by each

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such Party, together with receipts evidencing payment of the premium therefor, shall be delivered to the other Parties upon execution of this Agreement, except that if construction of the Access Road has not yet been finally completed, Willow may supply such insurance upon completion thereof; provided, however, that nothing contained in this Agreement shall modify or alter the respective obligations of Willow or Willow North with respect to the insurance required to be provided by either of them under their respective Ground Leases with Willow Owner or Willow North Owner. Not less than thirty (30) days prior to the expiration date of any such policy, certified copies of renewals of each policy of insurance procured or caused to be procured by each such Party (bearing notations evidencing the payment of renewal premiums) shall be delivered to the other Parties. Such policies shall further provide that not less than thirty (30) days' written notice shall be given to the other parties before such policy may be cancelled or changed to reduce insurance provided thereby.

(c) Weivers. Each Party hereby releases the other Parties from any and all liability and responsibility to the others or to anyone claiming through or under the others by way of subrogation or otherwise, for any loss or damage even if such loss or damage shall have been caused by the fault or negligence of the other Party or anyone for whom such Party may be responsible; provided, however, that this release shall be applicable and in force and effect only to the extent that such release shall be lawful at that time, and in any event only with respect to loss or damage occurring during such times as the releasing Party's policies of insurance pertaining to such loss or damage shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair the said policies or prejudice the right of the releasing Party to recover thereunder, and then only to the extent of the insurance proceeds payable under such policies. Each Party agrees that so long as such a clause or endorsement may be obtained from reputable insurance carriers for addition to policies of the type concerned, it will cause its insurance carriers to include in its policies such a clause or endorsement; provided, however, no Party shall be required to change insurance carriers to comply with this provision if such change would result in significantly higher premiums to such Party.

12. Remedies for Default. Each Party shall have, and is hereby granted, the following rights in the case of default hereunder on the part of another Party:

(a) Self-Help. If any Party responsible to perform any obligation hereunder (other than the payment of money) fails to do so, any other Party (the "**Dissatisfied Party**") shall have the right to give notice to the Party responsible to perform such obligation (the "**Defaulting Party**") to the effect that if the Defaulting Party fails to begin performing its obligation within fifteen (15) days following the giving of such notice and to continue diligently thereafter to perform until such obligation is fully performed, the Dissatisfied Party shall have the right to perform such obligation. The Dissatisfied Party is hereby given an easement to go upon the property of the Defaulting Party to such extent as is necessary for the taking of such measures and to the extent that going upon the property of the Defaulting Party shall not result in any permanent damage to such property. Further, in the case of performance by a Dissatisfied Party of any obligation of the Defaulting Party, said Defaulting Party shall pay to the Dissatisfied Party all the costs incurred by the Dissatisfied Party in accomplishing such performance except only for

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such share, if any, thereof as would have been borne by the Dissatisfied Party had the Defaulting Party performed its obligations under this Agreement.

(b) Repeated Defaults. In the case of repeated and persistent violation of any undertaking or agreement of a Party having the effect of materially increasing the cost to a Dissatisfied Party of the performance of its obligations hereunder or of materially injuring any property of the Dissatisfied Party, the Dissatisfied Party shall have the right to seek and have injunctive relief or other equitable relief in addition to all such other legal remedies as may be available at such time, it being further agreed that upon the granting of such injunctive or other equitable relief the Defaulting Party shall bear and pay all the Dissatisfied Party's reasonable costs and expenses in obtaining such relief including, but not limited to, reasonable attorneys' fees; and it being further agreed that for the purposes hereof the term "repeated and persistent" shall mean the second repetition (third occurrence) of the same violation within eighteen (18) months after notice of the first violation shall have been given, provided that notice of the second violation shall also have been given within reasonable time after it shall have occurred.

(c) Lien Rights. If any amount due under this Agreement, including, without limitation, amounts due to a Dissatisfied Party pursuant to Section 12(a), is more than ninety (90) days delinquent in payment, the amount thereof shall constitute a lien on the leasehold interest in the Property and any improvements thereon, as the case may be, owned, leased or subleased by the Party failing to make such payment (the "**Delinquent Property Interest**") which, after recording notice thereof and giving at least thirty (30) days' prior written notice to all Lenders (as hereinafter defined) holding mortgages or trust deeds in the nature of mortgages upon the Delinquent Property Interest setting forth the amount due, may be foreclosed by the Party to whom the unpaid amount is due in the same manner as a mortgage of real property, and the delinquent Party hereby waives any right of redemption it might have with respect thereto.

(d) Remedies Non-Exclusive. The rights and remedies set forth herein shall be in addition to and not in lieu of the right of any Dissatisfied Party to seek and recover damages to the fullest extent at such time permitted by law. Any sum of money not paid when due shall bear interest until paid at the rate equal to the rate then (and from time to time while such sum remains unpaid) stated by JPMorgan Chase Bank, N.A. to be its base (or prime) rate, plus five percent (5%) per annum, unless such rate be unlawful as applied to this Agreement, in which event such sum shall bear interest at the highest legal rate.

(e) Term "Lender". For all the purposes of this Agreement, the term "**Lender**" shall mean and include the leasehold mortgagee that has consented to this Agreement and all other lenders holding one or more mortgage, trust deeds or other security instruments in the nature of mortgages made in connection with the construction or long-term financing or refinancing of improvements to be constructed upon either the Willow Property or the Willow North Property (any such mortgage, deed of trust or other security instrument being hereinafter called a "**Mortgage**"). Any notice to a Party pursuant to paragraphs (a) and (c) of this Section 12 shall be simultaneously delivered to any Lender of whose existence the Party giving notice has been advised in writing. Such

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Lenders are hereby given the right to cure any default by a defaulting Party within the time periods provided by this Agreement for the cure of such defaults.

13. **Indemnification.** To the fullest extent permitted by law and subject to the provisions of Section 11 hereof, each Party agrees to indemnify, defend and hold harmless the other Parties and their respective beneficiaries, officers, directors, partners, members, employees, agents, mortgagees, licensees, and contractors, from and against any and all loss, liability, claims, injury, damage, and expense arising out of the performance or non-performance by the indemnifying Party of its obligations under this Agreement, any construction performed by the indemnifying Party on another Party's Property, or the use of the easements by the indemnifying Party or its Parking Patrons, notwithstanding that they have caused or contributed thereto; and shall defend any suit or action brought against it, or them or any of them, based on any such alleged injury or damage, and shall pay all damages, costs and expenses, including reasonable attorneys' fees, connected therewith or resulting therefrom.

14. **Rights of the Village to Access and Maintain Access Road.**

(a) **Access Rights.** An irrevocable license and easement is hereby granted to the Village and its police, fire, water, health, public works, engineering and other authorized officials, employees, contractors and consultants and vehicles and equipment of the Village, to go upon the Access Road and Drives at any time and from time to time for the purpose of performing their official duties and for the purpose of enforcing any and all Governmental Regulations. In addition, officials and employees of the Village, and its duly authorized contractors and consultants, are hereby granted an easement to be exercised in the manner hereinafter provided to enter upon, on and over any portion of the Willow Property and the Willow North Property, (i) for the purposes of repairing and maintaining the Access Road and Drives or any of them, and (ii) for the purposes of assuring the same are otherwise maintained in accordance with the provisions of this Agreement and all applicable Governmental Regulations. Any access by the Village shall be limited to the portion of the Willow Property and the Willow North Property required to perform such repair or maintenance.

(b) **Prior Notice and Demand Generally Required.** To the extent Willow or Willow North, as the case may be, fails to perform its obligations under this Agreement, the Village shall have the right, but not the obligation, to serve written notice upon Willow or Willow North, as the case may be, setting forth the manner in which such party has failed to comply with its obligations under this Agreement. Any such notice shall include a demand that such deficiency be cured within ten (10) days from the date such notice is received by it. If such deficiency has not been cured within such ten (10) days or any extension of time granted by the Village Manager or in the case of a situation requiring immediate action (an "**Emergency**") (in which case no notice or cure period shall be required), the Village may exercise its rights under this Agreement to enter any part of the Willow Property or the Willow North Property, as the case may be, and to perform such maintenance or repair as is required to satisfy applicable Governmental Regulations and the terms and provisions of this Agreement. Willow or Willow North (as applicable, depending on which of them has failed to perform its obligation) shall reimburse the Village for all expenses incurred by the Village in performing such

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maintenance or repair. If the responsible party fails to reimburse the Village in full for all such expenses incurred within thirty (30) days after receipt of a statement from the Village detailing such expenses, then the portion of such expenses not so reimbursed, together with interest and all reasonable costs or collection, including attorneys' fees, shall be assessed against the responsible party. Any such expenses, interest and costs incurred by the Village as to the Willow Drives shall become a lien upon the leasehold interest of Willow and any such expenses, interest and costs incurred by the Village as to the Willow North Drives or the Access Road shall become a lien upon the leasehold interest of Willow North. All liens arising pursuant to this Section 14 may be enforced by an action to foreclose such lien in the same manner as is provided in the Illinois Mortgage Foreclosure Act for foreclosure of the lien of a mortgage or deed of trust on real property.

(c) Rights of the Village to be Exercised in the Village's Discretion. The rights of the Village granted in this Section 14 are for the Village's benefit but the Village shall be under no obligation to exercise the rights herein granted except as it shall determine to be in its best interest. No failure to exercise any right herein granted to the Village shall be construed as a waiver of that or any other rights.

15. Covenants Running with the Land. The easements and all restrictions, conditions, covenants and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every portion of the Willow Property and Willow North Property, as the case may be; shall create mutually equitable servitudes upon the Willow Property in favor of Willow North and Willow North Owner and upon the Willow North Property in favor of Willow and Willow Owner; and shall operate as covenants running with the land which burden and benefit all portions of the Willow Property and the Willow North Property. A Party who transfers its interest in any portion of the Willow Property or Willow North Property (the "**Transferring Party**") shall remain liable under this Agreement for all obligations accruing under this Agreement until the date of such conveyance and the party to whom such Party transfers its interest shall be automatically liable for the obligations of such Transferring Party accruing hereunder from and after the date of such transfer. Without limitation of the generality of the foregoing, it is expressly agreed that this Agreement and the easements granted herein shall be prior and superior not only to the rights of the holder or holders of all subsequent Mortgages upon the Properties, but also, upon the consent of the Willow Mortgagee evidenced by its signature affixed to this Agreement, shall be prior and superior to the Willow Mortgage (as defined in the Consent by Leasehold Mortgagee attached hereto). In addition, if for any reason Willow North does not perform its obligations or exercise its rights under this Agreement with respect to the construction of the Access Road, the Water Line, the Storm Sewer Line or the Directional Signs or the Willow North Ground Lease is terminated prior thereto, then the Willow North Owner or any new lessee under a new ground lease for the Willow North Property shall be substituted for Willow North for any or all purposes of this Agreement by written notice from Willow North Owner to the Willow Grantor identifying the person that will exercise such rights or perform such obligations and which obligations or rights shall be performed or exercised by such person. In addition to the foregoing, in the event of any assignment by Willow of its interest in the Willow Ground Lease or by Willow North of its interest in the Willow North Ground Lease, the rights hereunder shall transfer to the successor ground lessee under the Willow Ground Lease or Willow North Ground Lease, as applicable.

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16. **Amendments.** This Agreement shall not be modified or amended except in a writing executed by all of the parties hereto or their successors in interest. In the event there is a Mortgage on the Property at the time of such amendment, the consent in writing of the Lender holding such Mortgage to any proposed amendment must be obtained in order for such amendment to be enforceable against or binding upon such Lender, provided that such Lender has provided its address to the Parties hereto and notified them that such consent is required in connection with any amendment of this Agreement. Any amendments or modifications hereof, including any extensions and renewals hereof, whenever made, shall be superior to any and all liens, to the same extent as this Agreement as if such amendments or modifications had been executed concurrently herewith.

17. **Notice.** All notices, demands and requests required or desired to be given under this Agreement must be in writing and shall be deemed to have been given as of the date such writing is (i) delivered to the intended Party, (ii) delivered to the then current address of the intended Party, or (iii) rejected at the then current address of the intended Party, provided such notice was sent certified mail, return receipt requested, postage prepaid. Copies of notices to each Party shall be delivered as follows:

If to Willow or Willow North Owner: Chicago Title Land Trust Company, as Successor Trustee of Trust No. 99-8164 and 99-8169
171 North Clark Street, Suite 575
Chicago, Illinois 60601
Attention: Land Trust Department

with a copy (if by delivery) to: Techny Land Corporation, NFP
1985 Waukegan Road
Northbrook, Illinois 60062
Attn: President

or (if by mail) to: Techny Land Corporation, NFP
P.O. Box 6038
Techny, Illinois 60082-6038
Attn: President

and to: Schiff Hardin LLP
233 South Wacker Drive, Suite 6600
Chicago, Illinois 60606
Attn: Janet M. Johnson

If to Willow or Willow North: c/o Hamilton Partners, Inc.
300 Park Boulevard, Suite 500
Itasca, Illinois 60143
Attn: Todd Berlinghof

with a copy to: Seyfarth Shaw LLP
131 South Dearborn Street, Suite 2400

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Chicago, Illinois 60603
Attn: Jeffrey B. Schamis

Upon at least ten (10) days' prior written notice, any of the parties identified above shall have the right to change its address to any other address. Copies of any notice required or permitted to be given hereunder shall be given concurrently to the Lender of the Party or parties to whom such notice is intended if such Lender has provided its address to the parties hereto and requested it be provided with such copies, but a failure to give or receive copies of such notice to any such Lender shall not affect the effectiveness of a notice given to a Party.

18. **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Willow Property or Willow North Property to the general public, or for any public use or purpose whatsoever. Except as specifically provided in this Agreement, no rights, privileges or immunities of any Party shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained herein. The parties shall have the right to take action reasonably necessary to implement the provisions of this Section 18.

19. **Release.** Any easement granted hereby may be released upon recordation of a document acknowledging such release executed by the Party or Parties benefitted by such easement or their respective successors or assigns.

20. **Enforcement of Easement.** Any Party may enforce the provisions of this Agreement applicable to it by appropriate action and, if it prevails, shall be entitled to recover from the Party or person at fault all costs and expenses incurred, including reasonable attorneys' fees, in enforcing such provisions. It is expressly acknowledged and understood by each of the parties to this Agreement that remedies at law are or may be inadequate for purposes of enforcement of the provisions of this Agreement and that appropriate action shall include, without in any way limiting other available remedies, the right to equitable relief.

21. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall together constitute one and the same instrument.

22. **Exhibits.** Exhibits A, B, C, D, E, F and G attached to this Agreement are incorporated in and made a part of this Agreement by this reference.

23. **Governing Law.** The internal laws, but not the conflicts of laws rules, of the State of Illinois shall govern the interpretation and enforcement of the terms and provisions of this Agreement.

24. **Section Headings.** The headings, titles and captions of this instrument are intended only as a matter of convenience and reference and in no way define, extend, limit or describe the scope or intent of this Agreement.

25. **Trustee Exculpation.** This Agreement is executed by CHICAGO TITLE LAND TRUST COMPANY, not personally, but solely as (i) Successor Trustee to Cole Taylor Bank, Trustee under a Trust Agreement dated August 1, 2002, and known as Trust No. 99-8164, and

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(ii) Successor Trustee to Cole Taylor Bank, not personally but as Trustee under a Trust Agreement dated August 12, 2003, and known as Trust No. 99-8169, solely in the exercise of the power and authority conferred upon and vested in said Trustee in its capacity as such Trustee (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 Agreement shall be construed as creating any liability whatsoever against said Trustee personally. Without limiting the generality of the foregoing, there shall be no personal liability to comply with the terms of this Agreement, to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, or to keep, preserve or sequester any property of said 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 Agreement, and that so far as said Trustee is concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the respective interests of the Parties to this Agreement in the Willow Property or the Willow North Property, as applicable, 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 Willow Property and Willow North Property described in this Agreement; that said Trustee has no control over, or under this Agreement, and assumes no responsibility for (a) the management or control of the Willow Property, the Willow North Property, or the Access Road, (b) the upkeep, inspection, maintenance or repair of the Willow Property, the Willow North Property, the Access Road, the Drives, the Water Line, the Storm Sewer Line or other easements provided for in this Agreement, (c) the collection of rents or rental from the Willow Property or the Willow North Property, or (d) the conduct of any business which is carried on upon the Willow Property or the Willow North Property. 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.

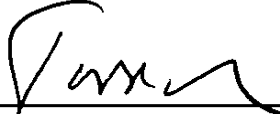
[Signature Pages and Acknowledgments Follow]

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IN WITNESS WHEREOF, Willow has caused the foregoing Easement Agreement for Access, Water Lines, and Signs and License to Use Name to be entered into as of the date first above written.

WILLOW:

WILLOW FESTIVAL LLC, a Delaware limited liability company
By: HP WILLOW LLC, an Illinois limited liability company, its Manager


By: 
Todd Berlinghof, its Managing Member

Property of Cook County Clerk's Office

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

This instrument was acknowledged before me on December 17, 2010, by Todd Berlinghof, the managing member of **HP WILLOW LLC**, an Illinois limited liability company, the Manager of **WILLOW FESTIVAL LLC**, a Delaware limited liability company.


Notary Public

My commission expires:

05/07/14

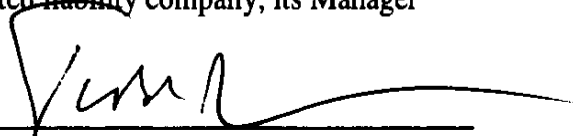


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IN WITNESS WHEREOF, Willow North has caused the foregoing Easement Agreement for Access, Water Lines, and Signs and License to Use Name to be entered into as of the date first above written.

WILLOW NORTH:

WILLOW NORTH SHOPPING CENTER LLC, a Delaware limited liability company
By: HP WILLOW NORTH LLC, an Illinois limited liability company, its Manager

By: 
Todd Berlinghof, its Managing Member

Property of Cook County Clerk's Office

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

This instrument was acknowledged before me on December 14, 2010, by Todd Berlinghof, the managing member of **HP WILLOW NORTH LLC**, an Illinois limited liability company, the Manager of **WILLOW NORTH SHOPPING CENTER LLC**, a Delaware limited liability company.


Notary Public

My commission expires:

05/04/14



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CONSENT BY LEASEHOLD MORTGAGEE

Allianz Life Insurance Company of North America ("Lender"), is the mortgagee under that certain Deed of Trust, Security Agreement, Fixture Filing with Absolute Assignment of Rents recorded against the Willow Property on January 10, 2008 as Document Number 8001033034 in the Official Records of Cook County, Illinois (collectively, the "Willow Mortgage"). Lender hereby consents to the foregoing Easement Agreement for Access, Water Lines, and Signs and License to Use Name (the "Agreement"), and Lender hereby subordinates the lien of the Willow Mortgage to the provisions contained therein. Notwithstanding anything to the contrary contained in the Agreement, the Agreement shall not be amended without the prior written consent of Lender so long as any of the Willow Property is encumbered by the Willow Mortgage. Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

LEASEHOLD MORTGAGEE:

ALLIANZ LIFE INSURANCE COMPANY OF NORTH AMERICA

By John R. Fields
its JOHN R. FIELDS
ASSISTANT TREASURER

By: Gary Brown
Printed Name: GARY BROWN
Its: ASSISTANT TREASURER

ACKNOWLEDGMENT

STATE OF Conn.)
)SS.
COUNTY OF Fairfield

Gary Brown, the Asst. Treasurer of ALLIANZ LIFE INSURANCE COMPANY OF NORTH AMERICA, and John R. Fields, the Asst. Treasurer of such corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Gary Brown and John Fields respectively, appeared before me this day in person and acknowledged that they signed and delivered such instrument as their own free and voluntary act and as the free and voluntary act of such corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 14th day of December, 2010.

Ruth O. Guglielmoni
Notary Public

My commission expires:

RUTH O. GUGLIELMONI
STATE OF CONNECTICUT
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 31, 2011

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EXHIBIT A

LEGAL DESCRIPTION OF THE WILLOW PROPERTY

Parcel SE-1A-2:

LOT SE-1A IN TECHNY PARCEL SE-1 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 14, AND PART OF THE NORTHWEST QUARTER OF SECTION 23, AND PART OF THE NORTHEAST QUARTER OF SECTION 23, ALL IN TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 22, 2000 AS DOCUMENT NUMBER 0001007540, 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 QUARTER 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, ALL IN COOK COUNTY ILLINOIS.

Parcel 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 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), IN COOK COUNTY, ILLINOIS.

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EXCLUDING FROM PARCELS SE-1A-2 AND SE-1A-X AS SET FORTH ABOVE THE FOLLOWING DESCRIBED PARCEL:¹

THAT PART OF LOT SE-1A IN THE FINAL PLAT OF SUBDIVISION OF TECHNY PARCEL SE-1, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 14, AND PART OF THE NORTHWEST QUARTER OF SECTION 23, AND PART OF THE NORTHEAST QUARTER OF SECTION 23, ALL IN TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 22, 2000 AS DOCUMENT NUMBER 0001007540 AND PART OF LOT 12 IN THE COUNTY CLERKS DIVISION OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 1876 AS DOCUMENT NUMBER 106454 DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHERLY SOUTHWEST CORNER OF LOT SE-1A; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID LOT SE-1A, A DISTANCE OF 28.95 FEET; THENCE SOUTH 38 DEGREES 41 MINUTES 55 SECONDS EAST ALONG A LINE 20 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT SE-1A, A DISTANCE OF 1632.56 FEET TO THE WEST LINE OF LOT 12 IN SAID COUNTY CLERKS DIVISION OF SECTION 23; THENCE SOUTH 88 DEGREES 39 MINUTES 06 SECONDS EAST 114.44 FEET; THENCE NORTH 86 DEGREES 35 MINUTES 05 SECONDS EAST 60.21 FEET; THENCE NORTH 41 DEGREES 28 MINUTES 32 SECONDS EAST 53.50 FEET; THENCE NORTH 01 DEGREES 35 MINUTES 56 SECONDS EAST 57.22 FEET; THENCE NORTH 03 DEGREES 24 MINUTES 51 SECONDS WEST 237.71 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG AN ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 727.10 FEET, HAVING A CHORD BEARING OF NORTH 16 DEGREES 34 MINUTES 52 SECONDS WEST, 334.19 FEET TO A POINT OF TANGENCY; THENCE NORTH 29 DEGREES 44 MINUTES 54 SECONDS WEST 698.15 FEET TO THE SOUTH LINE OF LOT 28 IN COUNTY CLERK'S DIVISION OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 1876 AS DOCUMENT NUMBER 106463, ALSO BEING THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 14; THENCE SOUTH 88 DEGREES 44 MINUTES 41 SECONDS EAST ALONG SAID SOUTH LINE 55.40 FEET TO THE EAST LINE OF LOT SE-1A; THENCE SOUTHERLY ALONG SAID EAST LINE OF LOT SE-1A THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1) SOUTH 29 DEGREES 38 MINUTES 50 SECONDS EAST 270.59 FEET; 2) SOUTH 60 DEGREES 21 MINUTES 10 SECONDS WEST 24.72 FEET; 3) SOUTH 29 DEGREES 38 MINUTES 50 SECONDS EAST 382.00 FEET; 4) SOUTH 23 DEGREES 22 MINUTES 11 SECONDS EAST 188.45 FEET; 5) SOUTH 12 DEGREES 11 MINUTES 13 SECONDS EAST 149.20 FEET; 6) SOUTH 03 DEGREES 28 MINUTES 58 SECONDS EAST 2.28 FEET; THENCE CONTINUING SOUTH 03 DEGREES 28 MINUTES 58 SECONDS EAST 352.55 FEET; THENCE SOUTH 43

¹ Being the same parcel as was conveyed to the People of the State of Illinois, Department of Transportation by that certain Trustee's Deed dated May 10, 2004, which was recorded on October 10, 2004 as Document No. 0428849048 in the Office of the Recorder of Cook County, Illinois.

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DEGREES 51 MINUTES 14 SECONDS WEST 42.27 FEET; THENCE NORTH 88 DEGREE 39 MINUTES 06 SECONDS WEST 212.15 FEET TO THE SOUTHEAST CORNER OF SAID LOT SE-1A; THENCE NORTH 88 DEGREES 41 MINUTES 55 SECONDS WEST 1611.66 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PINs:

Addresses for Willow Festival Tax Parcel Numbers				
04-23-108-002-0000	1092 Willow Road	Northbrook	Illinois	60065
04-23-108-003-0000	1018 Willow Road	Northbrook	Illinois	60065
04-23-108-004-0000	1072-1036 Willow Road	Northbrook	Illinois	60065
04-23-108-005-0000	1000 Willow Road	Northbrook	Illinois	60065
04-23-108-006-0000	936 Willow Road	Northbrook	Illinois	60065
04-23-108-007-0000	984-888 Willow Road	Northbrook	Illinois	60065
04-23-108-008-0000	840 Willow Road - Common Road Way and Landscaping	Northbrook	Illinois	60065
04-23-200-043-0000	840 Willow Road - Pond on Corner of Willow and Waukegan Roads	Northbrook	Illinois	60065

Address: Approximately 48.1564 acres of vacant land at the northwest corner of Willow and Waukegan Roads in Northbrook, Illinois (47.9088 gross acres in Parcel SE-1A-2 plus 1.9869 gross acres in Parcel SE-1A-X before excluded parcel conveyed to People of the State of Illinois Department of Transportation of 1.7399 acres) being building addresses as noted above

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EXHIBIT B

LEGAL DESCRIPTION OF THE WILLOW NORTH PROPERTY

LOT 28 IN COUNTY CLERKS DIVISION OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL:²

THAT PART OF LOT 28 IN COUNTY CLERKS DIVISION OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 1876 AS DOCUMENT NUMBER 106463, LYING NORTHEASTERLY OF THE SOUTHEASTERLY EXTENSION OF A LINE DRAWN 37 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF LOT SE-1A IN THE FINAL PLAT OF SUBDIVISION OF TECHNY PARCEL SE-1, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 14, AND PART OF THE NORTHWEST QUARTER OF SECTION 23, AND PART OF THE NORTHEAST QUARTER OF SECTION 23, ALL IN TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 22, 2000 AS DOCUMENT NUMBER 0001007540. SAID LINE BEARING A COURSE SOUTH 29 DEGREES 44 MINUTES 54 SECONDS EAST FROM HERETOFORE DEDICATED KAMP DRIVE THROUGH SAID LOT 28 TO THE SOUTH LINE OF SAID SECTION 14, ALSO BEING THE SOUTH LINE OF SAID LOT 28, ALL IN COOK COUNTY, ILLINOIS.

PINs: 04-14-300-004-0000 and 04-14-300-005-0000

Address: Approximately 5 acres of vacant land on the west side of Waukegan Road north of the corner of Willow and Waukegan Roads and south of Kamp Drive in Northbrook, Illinois

² Being the same parcel as was conveyed to the People of the State of Illinois, Department of Transportation, by that certain Trustee's Deed dated May 10, 2004, which was recorded on October 14, 2004 as Document No. 0428849049 in the Office of the Recorder of Cook County, Illinois.

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EXHIBIT C

LEGAL DESCRIPTION OF WILLOW EASEMENT AREA

THAT PART OF LOT SE-1A IN THE FINAL PLAT OF SUBDIVISION OF TECHNYPARCEL SE-1, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 14, AND PART OF THE NORTHWEST QUARTER OF SECTION 23, AND PART OF THE NORTHEAST QUARTER OF SECTION 23, ALL IN TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 22, 2000 AS DOCUMENT NUMBER 01007540, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 28 WITH THE WESTERLY LINE OF WAUKEGAN ROAD (ILLINOIS ROUTE 43) DEDICATED FOR ROADWAY PER DOCUMENT RECORDED OCTOBER 14, 2004 AS DOCUMENT NUMBER 0428849049; THENCE NORTH 88 DEGREES 44 MINUTES 41 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 28, A DISTANCE OF 283.87 FEET FOR THE PLACE OF BEGINNING; THENCE SOUTH 16 DEGREES 35 MINUTES 46 SECONDS EAST, 54.10 FEET; THENCE SOUTH 28 DEGREES 41 MINUTES 18 SECONDS EAST, 13.12 FEET; THENCE NORTH 38 DEGREES 52 MINUTES 57 SECONDS WEST, 56.57 FEET; THENCE NORTH 10 DEGREES 57 MINUTES 58 SECONDS WEST, 21.55 FEET; THENCE NORTH 19 DEGREES 08 MINUTES 08 SECONDS WEST, 44.74 FEET; THENCE SOUTH 88 DEGREES 44 MINUTES 41 SECONDS EAST, 53.59 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXHIBIT D

LEGAL DESCRIPTION OF WILLOW NORTH EASEMENT AREA

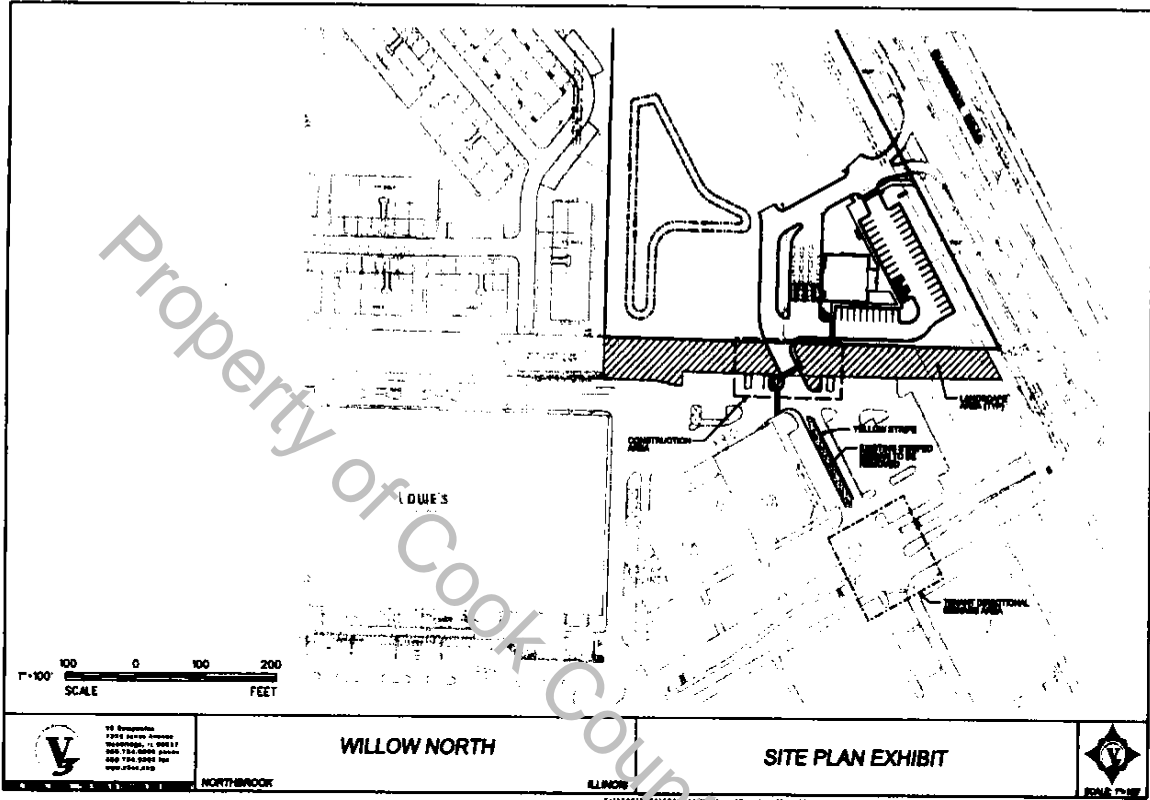
THAT PART OF LOT 28 IN COUNTY CLERK'S DIVISION OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 1876, AS DOCUMENT NUMBER 106463, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 28 WITH THE WESTERLY LINE OF WAUKEGAN ROAD (ILLINOIS ROUTE 43) DEDICATED FOR ROADWAY PER DOCUMENT RECORDED OCTOBER 14, 2004 AS DOCUMENT NUMBER 0428849049; THENCE NORTH 88 DEGREES 44 MINUTES 41 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 28, A DISTANCE OF 283.87 FEET FOR THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 44 MINUTES 41 SECONDS WEST, 53.59 FEET; THENCE NORTH 19 DEGREES 08 MINUTES 08 SECONDS WEST, 27.46 FEET; THENCE NORTH 70 DEGREES 51 MINUTES 52 SECONDS EAST, 42.47 FEET; THENCE SOUTH 28 DEGREES 41 MINUTES 18 SECONDS EAST, 46.78 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXHIBIT G

DIRECTIONAL SIGNAGE AREA



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