

UNOFFICIAL COPY

After recording return to:
Mayer Brown LLP
71 S. Wacker Drive
Chicago IL 60606
Attn: Ivan P. Kane



Doc#: 1334719088 Fee: \$166.00
RHSP Fee: \$9.00 RPAF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/13/2013 02:27 PM Pg: 1 of 65

(Recorder's Stamp)

RECIPROCAL EASEMENT AND COVENANT AGREEMENT

THIS RECIPROCAL EASEMENT AND COVENANT AGREEMENT (this "Agreement") is made as of the 13th day of December, 2013, by and among JFMC FACILITIES CORPORATION, an Illinois not-for-profit corporation ("JFMC"), as the owner of the Redevelopment Parcel (as hereinafter defined) (the "Redevelopment Parcel Owner"), and PPF AMLI LAKE COOK ROAD, LLC, a Delaware limited liability company as the owner of the AMLI Parcel (as hereinafter defined) (the "AMLI Parcel Owner"), (the Redevelopment Parcel Owner and the AMLI Parcel Owner, each an "Owner", and collectively, the "Owners").

Recitals

- A. The Redevelopment Parcel Owner is the owner of the real property as more fully described on Exhibit A attached hereto (the "Redevelopment Parcel") which is currently occupied by a vacant office building and which Redevelopment Parcel will be redeveloped for office or other uses.
- B. The AMLI Parcel Owner is the owner of the real property as more fully described on Exhibit B attached hereto (the "AMLI Parcel"; the Redevelopment Parcel and the AMLI Parcel, each a "Parcel" and collectively, the "Parcels").
- C. The AMLI Parcel is presently vacant. It is expected that a luxury apartment community will be constructed on the AMLI Parcel (the "Apartment Project") substantially as depicted on the AMLI Site Plan attached hereto as Exhibit C, subject to minor changes that may occur during the municipal approval process and final design (the "AMLI Site Plan").

UNOFFICIAL COPY

- D. In order to facilitate the future development and use and ownership of the Redevelopment Parcel and the AMLI Parcel, the Owners desire to create permanent access, parking, drainage and utility easements across portions of the Redevelopment Parcel and the AMLI Parcel as provided below.
- E. The Parcels are benefitted and burdened by that certain Declaration of Covenants, Conditions and Restrictions, dated March 9, 1977, and recorded in the office of the Recorder of Deeds of Cook County, State of Illinois, as Document No. 23879931 and re-recorded as Document No. 24035811, as amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions, dated June 28, 1977, and recorded as Document No. 2433944, as further amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions, dated August 4, 2009, and recorded as Document No. 1013012005 (as amended and as may be heretofore or hereinafter amended, the "Baxter-Fishman PUD REA").
- F. The Parcels are benefitted by, and the Redevelopment Parcel is burdened by, that certain Access and Signage Easement Agreement, dated December 11, 2013, and recorded in the office of the Recorder of Deeds of Cook County, State of Illinois as Document No. 1334519045 (the "ArborLake Access and Signage Easement")

NOW THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the Owners agree as follows:

ARTICLE I

DEFINITIONS

For the purposes of this Agreement, the following terms shall have the following meanings:

"Access Easements" shall have the meaning set forth in Section 2.5 of this Agreement.

"Access Easement Areas" shall have the meaning set forth in Section 2.5 of this Agreement.

"Affiliate" of any specified Person, shall mean any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person, and any immediate family member of such specified Person and their Affiliates. For the purposes of this definition, "control" when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"AMLI Parcel" shall have the meaning set forth in Recital B of this Agreement.

UNOFFICIAL COPY

“AMLI Parcel General Circulation Easement” shall have the meaning set forth in Section 2.3 of this Agreement.

“AMLI Parcel General Circulation Easement Area” shall mean the areas burdened by the AMLI Parcel General Circulation Easement.

“AMLI Parcel General Circulation Easement Improvements” shall mean roads, drive aisles, curb cuts, sidewalks, driveways or any other improvements intended or used for vehicular or pedestrian ingress or egress located on the AMLI Parcel.

“AMLI Parcel Occupancy” shall mean the issuance of a final certificate of occupancy by the Village pertaining to the Apartment Project or other development on the AMLI Parcel.

“AMLI Parcel Owner” shall have the meaning set forth in the first paragraph of this Agreement.

“AMLI Parcel Stormwater Detention Easement” shall have the meaning set forth in Section 4.1.1 of this Agreement.

“AMLI Parcel Stormwater Detention Easement Area” shall have the meaning set forth in Section 4.1.1 of this Agreement.

“AMLI Prepared Approved Plans” shall mean the plans and specifications prepared under the supervision of the AMLI Parcel Owner and approved by the Redevelopment Parcel Owner relating to (i) the Redevelopment Parcel Access Improvements located within the East Aisle Access Easement Area, East Exit Easement Area, the West Entrance Access Easement and the West Frontage Road Spur Easement Area, (ii) the Shared Parking Improvements, (iii) the curbing and landscaping and other improvements shown on said plans to be constructed within the Shared Boundary Landscape Island, (iv) the landscaping and other improvements shown on such plans in the Northeast Landscape Area, and (v) the Water and Sanitary Sewer Mains to be constructed in the Municipal Easement. The AMLI Prepared Approved Plans, are identified on Schedule 1 attached hereto, provided that it is expected that such AMLI Prepared Approved Plans may be revised from time to time, subject to the approval of the Redevelopment Parcel Owner, which approval will not be unreasonably withheld or delayed. Upon such approval, the AMLI Parcel Owner and Redevelopment Parcel Owner shall cooperate to prepare an amendment to this Agreement identifying of the AMLI Prepared Approved Plans as so modified, such amendment to be recorded in the Office of the Recorder of Deeds of Cook County, State of Illinois at the AMLI Parcel Owner’s sole cost and expense.

“Apartment Project” shall have the meaning set forth in Recital C of this Agreement.

“Approved Plans” shall mean:

(a) with respect to (i) the Redevelopment Parcel Access Improvements located within the East Exit Easement Area and the West Frontage Road Spur Easement Area, (ii) the Shared Parking Improvements and (iii) the curbing and landscaping and other improvements shown on said plans to be constructed within the Shared Boundary Landscape Island (subject to Section 5.1 below), (iv) the landscaping and other improvements shown on such plans in the

UNOFFICIAL COPY

Northeast Landscape Area, (v) the Water and Sanitary Sewer Mains to be constructed in the Municipal Easement and (vi) any Redevelopment Parcel Access Improvements located within the East Drive Aisle Access Easement Area and the West Entrance Access Easement, the AMLI Prepared Approved Plans;

(b) with respect to the AMLI Parcel General Circulation Easement Improvements and Redevelopment Parcel General Circulation Easement Improvements, such plans for improvement of the AMLI Parcel and Redevelopment Parcel, respectively, as have been approved by the Village of Deerfield from time to time, subject to Sections 2.2.3(d) and 2.4 below.

“ArborLake Centre” shall mean the multi-lot development located to the west and south of the Redevelopment Parcel and south of the AMLI Parcel, which development includes (i) an office building commonly known as 1755 Lake Cook Road, Deerfield, IL 60015, (ii) an office building commonly known as 1751 Lake Cook Road, Deerfield, IL 60015, (iii) a senior housing project commonly known as 1551 Lake Cook Road, Deerfield, IL 60015 and (iv) a hotel commonly known as 1445 Lake Cook Road, Deerfield, IL 60015.

“ArborLake Circulation Roads” shall mean the internal circulation roads located within ArborLake Centre and over which the Redevelopment Parcel Owner and the AMLI Parcel Owner have been granted access easement pursuant to the ArborLake Access and Signage Easement, as legally described on Exhibit I attached hereto. Portions of such ArborLake Circulation Roads are shown on the attached Exhibit D and labeled “ArborLake Circulation Roads.”

“ArborLake Access and Signage Easement” shall have the meaning set forth in Recital F of this Agreement.

“Baxter-Fishman PUD REA” shall have the meaning set forth in Recital E of this Agreement.

“Carry Rate” shall mean a fixed annual rate of interest equal to the 3.5%.

“Carry Rate Accrual Date” shall have the meaning set forth in Section 9.3 of this Agreement.

“Completion Notice” shall have the meaning set forth in Section 9.3 of this Agreement.

“Default Rate” shall mean a floating interest rate per annum equal to the sum of the Prime Rate plus 4%.

“Drainage Lines” shall have the meaning set forth in Section 4.2 of this Agreement.

“Easement Areas” shall have the meaning set forth in Section 10.1 of this Agreement.

“East Drive Aisle Access Easement” shall have the meaning set forth in Section 2.1.1 of this Agreement.

UNOFFICIAL COPY

“East Drive Aisle Access Easement Area” shall have the meaning set forth in Section 2.1.1 of this Agreement.

“East Exit Easement” shall have the meaning set forth in Section 2.1.3 of this Agreement.

“East Exit Easement Area” shall have the meaning set forth in Section 2.1.3 of this Agreement.

“East Frontage Road” shall have the meaning set forth in Section 2.3 of this Agreement.

“Environmental Law” shall mean any law which relates to the protection of the environment, or imposing liability or standards of conduct concerning discharges, emissions or releases of Hazardous Materials, or otherwise relating to the handling of Hazardous Materials.

“Existing Frontage Road” shall have the meaning set forth in Section 2.8 of this Agreement.

“Fixed Redevelopment Parcel Easements” shall mean the East Drive Aisle Access Easement, the East Exit Easement and the West Frontage Road Spur Easement.

“Hazardous Materials” shall mean any pollutant, contaminant, waste, material or substance, the presence of which requires investigation or remediation under any Environmental Law, or that is listed, defined, or classified as a hazardous waste, hazardous substance, toxic substance or similar classification under Environmental Law, including, without limitation, petroleum fraction or distillate.

“Indemnified Owner” shall have the meaning set forth in Section 4.3 of this Agreement.

“Indemnifying Owner” shall have the meaning set forth in Section 4.3 of this Agreement.

“Interim Lighting” shall have the meaning set forth in Section 2.9 of this Agreement.

“Interim Period” shall have the meaning set forth in Section 2.9 of this Agreement.

“Landscape Areas” shall have the meaning set forth in Section 5.3 of this Agreement.

“Municipal Easements” shall have the meaning set forth in Section 2.1 of this Agreement.

“Northeast Landscape Area” shall have the meaning set forth in Section 5.2 of this Agreement.

“Northeast Landscape Area Easement” shall have the meaning set forth in Section 5.2 of this Agreement.

“Owner” shall mean the party or parties in title to a referenced property, and any successor person(s) or entity(ies) which hold record fee simple to a property (and if title is held in a land trust, also the beneficiaries of such land trust), and shall generically refer to either the Redevelopment Parcel Owner or the AMLI Parcel Owner, as the situation may require.

UNOFFICIAL COPY

“Owners” shall mean, collectively, the AMLI Parcel Owner and the Redevelopment Parcel Owner and any successor person(s) or entity(ies) which hold record fee simple to a property.

“Parcel” or “Parcels” shall have the meaning set forth in Recital B of this Agreement.

“Payment Lien” shall have the meaning set forth in Section 10.10 of this Agreement.

“Payment Obligee” shall have the meaning set forth in Section 10.7 of this Agreement.

“Performance Costs” shall have the meaning set forth in Section 10.6 of this Agreement.

“Permanent Redevelopment Parcel Access Improvements” shall mean the Redevelopment Parcel Access Improvements to be constructed within the East Exit Easement and West Frontage Road Spur Easement substantially in accordance with the Approved Plans.

“Person” shall mean an individual, partnership, limited liability company, corporation, trust, estate, real estate investment trust, association or any other entity.

“Plat” shall have the meaning set forth in Section 7.1 of this Agreement.

“Prime Rate” shall mean the annual rate of interest as published from time to time as the “Prime Rate” in the Wall Street Journal under the heading “Money Rates”; provided, however, that (i) if more than one such rate is published therein, the Prime Rate shall be the highest such rate, and (ii) if such rate is no longer published in the Wall Street Journal or is otherwise unavailable, the Prime Rate shall be a substantially comparable index of short-term loan interest rates charged by U.S. banks to the most creditworthy corporate borrowers.

“Recapture Costs” shall mean, collectively, the Shared Expense Access Improvement Costs, the Shared Boundary Landscape Island Curb Costs and the Water and Sanitary Sewer Mains Costs.

“Recapture Due Date” shall have the meaning set forth in Section 9.3 of this Agreement.

“Recapture Lien” shall have the meaning set forth in Section 10.10 of this Agreement.

“Recapture Items” shall have the meaning set forth in Section 9.2 of this Agreement.

“Redevelopment Parcel” shall have the meaning set forth in Recital A of this Agreement.

“Redevelopment Parcel Access Easement” and “Redevelopment Parcel Access Easements” shall have the meanings set forth in Section 2.2 of this Agreement.

“Redevelopment Parcel Access Easement Areas” shall have the meaning set forth in Section 2.2 of this Agreement.

“Redevelopment Parcel Access Improvements” shall mean the roads, drive aisles, curbs, curb cuts, sidewalks, driveways or any other improvements intended or used for vehicular or pedestrian ingress or egress, and any lighting, storm water improvements, and lawn restoration,

UNOFFICIAL COPY

to be constructed on or adjacent to the Redevelopment Parcel Access Easement Areas substantially as depicted on the Approved Plans.

“Redevelopment Parcel General Circulation Easement” shall have the meaning set forth in Section 2.1.5 of this Agreement.

“Redevelopment Parcel General Circulation Improvements” shall have the meaning set forth in Section 2.1.5 of this Agreement.

“Redevelopment Parcel Occupancy” shall mean the earlier to occur of either (i) a re-occupancy of the existing building located on the Redevelopment Parcel or (ii) the issuance of a certificate of occupancy (which certificate of occupancy may be a temporary or conditional certificate of occupancy) by the Village pertaining to the renovation of the existing building located on the Redevelopment Parcel or any additional or replacement building on the Redevelopment Parcel.

“Redevelopment Parcel On-Site Access Easement Areas” shall mean the East Exit Easement Area, the East Drive Aisle Access Easement Area and the West Entrance Access Easement Area.

“Redevelopment Parcel Stormwater Detention Easement” shall have the meaning set forth in Section 4.1.2 of this Agreement.

“Redevelopment Parcel Stormwater Detention Easement Area” shall have the meaning set forth in Section 4.1.2 of this Agreement.

“Shared Boundary Landscape Island” shall have the meaning set forth in Section 5.1.1 of this Agreement.

“Shared Boundary Landscape Island Curb Costs” shall have the meaning set forth in Section 9.2.2 of this Agreement.

“Shared Boundary Landscape Island Easement” shall have the meaning set forth in Section 5.1.1 of this Agreement.

“Shared Expense Access Improvements” shall mean the Redevelopment Parcel Access Improvements to be constructed within the East Exit Easement and the West Frontage Road Spur Easement Area, substantially in accordance with the Approved Plans.

“Shared Expense Access Improvements Costs” shall have the meaning set forth in Section 9.2.1 of this Agreement.

“Shared Parking Area” shall have the meaning set forth in Section 3.1 of this Agreement.

“Shared Parking Area Easement” shall have the meaning set forth in Section 3.2 of this Agreement.

UNOFFICIAL COPY

“Shared Parking Area Improvements” shall have the meaning set forth in Section 3.1 of this Agreement.

“Stormwater Detention Easement Area” shall mean, collectively, the AMLI Stormwater Detention Easement Area and the Redevelopment Parcel Stormwater Detention Easement Area.

“Stormwater Easements” shall mean, collectively, the AMLI Stormwater Detention Easement and the Redevelopment Parcel Stormwater Detention Easement.

“Trigger Event” shall mean (a) with respect to the AMLI Parcel, commencement of substantial site grading or excavation for construction of a permanent building on the AMLI Parcel, and (b) with respect to the Redevelopment Parcel, the earlier to occur of (i) the issuance of a building permit in connection with the Redevelopment Parcel, (ii) commencement of tenant improvement work in the existing and currently vacant building on the Redevelopment Parcel, (iii) commencement of renovation and/or reconstruction of the existing vacant building on the Redevelopment Parcel, (iv) demolition of such existing building caused by or on behalf of a Person that is not an affiliate of JFMC, (v) commencement of substantial site grading or excavation for a replacement or additional building on the Redevelopment Parcel or (vi) a Redevelopment Parcel Occupancy.

“Utility Easement” shall have the meaning set forth in Section 6.2 of this Agreement.

“Village” shall mean the Village of Deerfield.

“Water and Sanitary Sewer Mains” shall have the meaning set forth in Section 7.2 of this Agreement.

“Water and Sanitary Sewer Mains Cost” shall have the meaning set forth in Section 9.2.4 of this Agreement.

“Water and Sanitary Sewer Temporary Construction Easements” shall have the meaning set forth in Section 7.2 of this Agreement.

“West Entrance Access Easement” shall have the meaning set forth in Section 2.1.2 of this Agreement.

“West Entrance Access Easement Area” shall have the meaning set forth in Section 2.1.2 of this Agreement.

“West Frontage Road Spur Easement” shall have the meaning set forth in Section 2.1.4 of this Agreement.

“West Frontage Road Spur Easement Area” shall have the meaning set forth in Section 2.1.4 of this Agreement.

UNOFFICIAL COPY

ARTICLE II

ACCESS EASEMENTS

2.1 Access Easements over the Redevelopment Parcel.

2.1.1 East Drive Aisle Access Easement. The Redevelopment Parcel Owner hereby establishes in favor of and grants to the AMLI Parcel Owner and its respective tenants, employees, agents, guests and invitees, as an easement appurtenant to the AMLI Parcel, a non-exclusive, perpetual easement (the "East Drive Aisle Access Easement") for vehicular and pedestrian ingress and egress over and across the portion of the Redevelopment Parcel depicted on Exhibit D attached hereto and labeled "East Drive Aisle Access Easement Area" and which is legally described on Exhibit E attached hereto (the "East Drive Aisle Access Easement Area"). Such easement is for the purpose of access over the Redevelopment Parcel in order to provide vehicular and pedestrian ingress and egress between the AMLI Parcel and the Wilmot Road and Lake Cook Road intersection (which will be accessed through the East Exit Easement Area and the West Frontage Road Spur Easement Area on the Redevelopment Parcel). The East Drive Aisle Access Easement is subject to all applicable terms and conditions of this Agreement, including, without limitation Sections 2.2.3, 2.2.4, 2.2.5 and 2.5 below.

2.1.2 West Entrance Access Easement. The Redevelopment Parcel Owner hereby establishes in favor of and grants to the AMLI Parcel Owner and its respective tenants, employees, agents, guests and invitees, as an easement appurtenant to the AMLI Parcel, a non-exclusive, perpetual easement (the "West Entrance Access Easement") for vehicular and pedestrian ingress and egress over and across the portion of the Redevelopment Parcel depicted on Exhibit D and labeled "West Entrance Access Easement Area" and which is legally described on Exhibit F attached hereto (the "West Entrance Access Easement Area"). Such easement is for the purpose of access over the Redevelopment Parcel in order to provide vehicular and pedestrian ingress and egress between the AMLI Parcel and the Wilmot Road and Lake Cook Road intersection (which will be accessed through a full, two-way curb cut from the West Entrance Access Easement Area to the West Frontage Road Spur Easement Area). The West Entrance Access Easement is subject to all applicable terms and conditions of this Agreement, including, without limitation, Sections 2.2.3, 2.2.4, 2.2.5 and 2.5 below.

2.1.3 East Exit Easement. The Redevelopment Parcel Owner hereby establishes in favor of and grants to the AMLI Parcel Owner and its respective tenants, employees, agents, guests and invitees, as an easement appurtenant to the AMLI Parcel, a non-exclusive, perpetual easement (the "East Exit Easement") for vehicular and pedestrian ingress and egress over

UNOFFICIAL COPY

and across the portion of the Redevelopment Parcel depicted on Exhibit D and labeled "East Exit Easement Area" and which is legally described on Exhibit G attached hereto (the "East Exit Easement Area"). Such easement is for the purpose of access over the Redevelopment Parcel in order to provide vehicular and pedestrian egress between the AMLI Parcel and the Wilmot Road and Lake Cook Road intersection from and through the East Exit Easement Area and West Frontage Road Spur Easement Area. The vehicular use of the East Exit Easement shall be limited to one-way out-bound (northerly) traffic into the out-bound (northerly) lanes of the West Frontage Road Spur Easement Area, substantially as depicted on Exhibit D. The East Exit Easement Area will be accessed from the AMLI Parcel by means of the East Drive Aisle Access Easement Area. In addition, the East Exit Easement is subject to all applicable terms and conditions of this Agreement, including without limitation, Sections 2.2.3, 2.2.4, 2.2.5 and 2.5 below.

2.1.4 West Frontage Road Spur Easement. The Redevelopment Parcel Owner hereby establishes in favor of and grants to the AMLI Parcel Owner and its respective tenants, employees, agents, guests and invitees, as an easement appurtenant to the AMLI Parcel, a non-exclusive, perpetual easement (the "West Frontage Road Spur Easement") for vehicular and pedestrian ingress and egress over and across the portion of the Redevelopment Parcel depicted on Exhibit D and labeled "West Frontage Road Spur Easement Area" and which is legally described on Exhibit H attached hereto (the "West Frontage Road Spur Easement Area"). Such easement is for the purpose of access over the Redevelopment Parcel in order to provide vehicular and pedestrian ingress and egress between the AMLI Parcel (which will access the West Frontage Road Spur Easement Area by means of the easements over the Redevelopment Parcel set forth herein) and (i) the Wilmot Road and Lake Cook Road intersection and (ii) the ArborLake Circulation Roads. The parties hereby agree that all portions of the "Easement Area" (as defined in Baxter-Fishman PUD REA) which are located on the Redevelopment Parcel are hereby modified to correspond with the West Frontage Road Spur Easement Area, and that any portions of the existing "Easement Area" under the Baxter-Fishman PUD REA on the Redevelopment Parcel that are not within the West Frontage Road Spur Easement Area are hereby released. All references in the Baxter-Fishman PUD REA to the portion of "Easement Area" located on the Redevelopment Parcel shall refer to such "Easement Area" as amended hereby. The West Frontage Road Spur Easement is subject to all applicable terms and conditions of this Agreement, including, without limitation, Sections 2.2.3, 2.2.4, 2.2.5 and 2.5 below which shall supersede the terms of the Baxter Fishman PUD REA to the extent this Agreement is inconsistent therewith.

2.1.5 Redevelopment Parcel General Circulation Easement. The Redevelopment Parcel Owner hereby establishes in favor of and grants to

UNOFFICIAL COPY

the AMLI Parcel Owner and its respective tenants, employees, agents, guests and invitees, as an easement appurtenant to the AMLI Parcel, a non-exclusive, perpetual easement (the "Redevelopment Parcel General Circulation Easement") for vehicular and pedestrian ingress and egress, as applicable, over and across any roads, drive aisles, curb cuts, sidewalks, driveways or any other improvements intended or used for vehicular or pedestrian ingress or egress, as may exist from time to time, on any portion of the Redevelopment Parcel in addition to the other easements located on the Redevelopment Parcel granted herewith (the "Redevelopment Parcel General Circulation Improvements"). Such easement is for the purpose of access over the Redevelopment Parcel in order to provide ingress and egress between the AMLI Parcel and (i) the Wilmot Road and Lake Cook Road intersection (by means of the West Frontage Road Spur Easement) and (ii) the ArborLake Circulation Roads, including use of any curb cuts from the Redevelopment Parcel to the ArborLake Circulation Roads that may exist from time to time. The AMLI Parcel Owner's right to use the Redevelopment Parcel Circulation Easement is subject to all applicable terms and conditions of this Agreement, including, without limitation, Sections 2.2.3, 2.2.4, 2.2.5 and 2.5 below.

2.2 Provisions Applicable to the Redevelopment Parcel Access Easements. The easements granted by Sections 2.1.1 through 2.1.5 are herein referred to individually as a "Redevelopment Parcel Access Easement" and collectively as the "Redevelopment Parcel Access Easements" and the areas burdened by such easements are herein referred to collectively as the "Redevelopment Parcel Access Easement Areas".

2.2.1 Construction of Redevelopment Parcel Access Easements. The parties anticipate that the AMLI Parcel Owner will be the first Owner to cause a Trigger Event to occur with respect to its Parcel and that the AMLI Parcel Owner shall construct certain of the Redevelopment Parcel Access Improvements and other shared improvements as provided in this Agreement. If, contrary to such assumption, the Redevelopment Parcel Owner is the first Owner to cause a Trigger Event with respect to its Parcel, the Owners shall enter into an amendment to this Agreement on such terms as the Owners shall agree, acting reasonably, to be recorded in the Office of the Recorder of Deeds of Cook County, State of Illinois, which amendment shall: (i) re-allocate to the Redevelopment Parcel Owner the responsibility to construct the Shared Expense Access Improvements, the Shared Parking Area Improvements, and such portions of the Shared Boundary Landscape Island and such other shared improvements as the parties may mutually agree, acting reasonably, all in accordance with the Approved Plans, subject to such modifications as the Owner's may reasonably agree; (ii) revise the cost recapture provisions contained in Sections 9.2.1, 9.2.2 and 9.2.3 of this Agreement to provide that upon the occurrence of a Trigger Event with respect to the AMLI

UNOFFICIAL COPY

Parcel the AMLI Parcel Owner shall reimburse the Redevelopment Parcel Owner of the AMLI Parcel's allocable share of the costs of constructing such shared improvements; and (iii) make such other modifications to this Agreement as the Owner's, acting reasonably, agree are necessary or appropriate as the result of such change in circumstances. Subject to the foregoing, the following conditions shall apply with respect to construction by the AMLI Parcel Owner of the Redevelopment Parcel Access Improvements:

(a) The AMLI Parcel Owner shall be obligated to construct the Redevelopment Parcel Access Improvements to be constructed within the East Exit Easement Area, the West Frontage Road Spur Easement Area, the East Drive Aisle Access Easement Area and the West Entrance Access Easement Area, but shall not be obligated to construct the Redevelopment Parcel General Circulation Easement Improvements.

(b) Prior to commencement and during the period of initial construction of the improvements AMLI Parcel Owner is required to build on the Redevelopment Parcel under this Agreement, the AMLI Parcel Owner shall furnish and cause its general contractor to furnish to the Redevelopment Parcel Owner certificates of commercial liability and worker's compensation insurance meeting the requirements of Sections 8.3 and 10.3.

(c) Intentionally Omitted.

(d) Intentionally Omitted.

(e) The Redevelopment Parcel Owner hereby grants to the AMLI Parcel Owner a temporary easement to enter upon the Redevelopment Parcel as reasonably necessary for the construction of the Redevelopment Parcel Access Improvements that the AMLI Parcel Owner is required to build as provided herein. Such temporary easement shall expire upon the earlier to occur of (x) substantial completion of the Redevelopment Parcel Access Improvements and (y) December 31, 2015.

(f) For any period of construction on the AMLI Parcel prior to a Trigger Event with respect to the Redevelopment Parcel, the Redevelopment Parcel Owner hereby establishes in favor of and grants to the AMLI Parcel Owner a nonexclusive, temporary easement upon, over and across the Redevelopment Parcel for access, storage of equipment and materials, staging, and other activities related to the construction of improvements on the AMLI Parcel; provided, that such temporary easement shall not include use of or any activity in or around the building currently on the Redevelopment Parcel, and provided, further, that the AMLI Parcel Owner shall repair any damage to the Redevelopment Parcel caused by the use of the easement granted hereby other than minor

UNOFFICIAL COPY

damage to asphalt, concrete or similar surfaces which exist as of the date of this Agreement and are expected to be reconstructed upon redevelopment of the Redevelopment Parcel. The temporary construction easement under this Section 2.2.1(f) shall include the right to temporarily place construction equipment and construction materials on the Redevelopment Parcel. The temporary construction easement under this Section 2.2.1(f) shall expire and be of no further force and effect upon the earlier to occur of a Trigger Event with respect to the Redevelopment Parcel or an AMLI Parcel Occupancy.

(g) It is understood that the improvements to the East Drive Aisle Access Easement and West Entrance Access Easement that the AMLI Parcel Owner will make as part of the Redevelopment Parcel Access Improvements are temporary in nature. Therefore, upon the occurrence of a Trigger Event with respect to the Redevelopment Parcel, the Redevelopment Parcel Owner shall construct, reconstruct or repave the roads, drive aisles, curb cuts, sidewalks, driveways or any other improvements intended or used for vehicular or pedestrian ingress or egress constituting the East Drive Aisle Access Easement and the West Entrance Access Easement substantially in accordance with the Approved Plans in order to provide a new, permanent surface suitable for the intended use of such easements. The construction or repaving required by this Section 2.2.1(g) shall be completed prior to Redevelopment Parcel Occupancy, provided, that if the AMLI Parcel Owner has not completed construction of the temporary improvements to be located on the East Drive Aisle Access Easement Area or the West Entrance Access Easement Area at the time a Trigger Event occurs with respect to the Redevelopment Parcel, then the Owners shall coordinate activities to minimize interference with each Owner's construction activity and the Redevelopment Parcel Owner shall make adequate provision for temporary use of a safe, reasonably convenient alternative to the East Drive Aisle Access Easement and the West Entrance Access Easement while permanent improvements are being constructed.

2.2.2 Costs of Construction. The AMLI Parcel Owner shall timely pay all costs of the initial construction and installation of the Redevelopment Parcel Access Improvements that the AMLI Parcel Owner is required to build, subject to reimbursement for certain Recapture Items as set forth in Article IX below.

2.2.3 Relocation or Modification. Except as provided in this Section 2.2.3, the Fixed Redevelopment Parcel Easements may not be relocated and the Permanent Redevelopment Parcel Access Improvements shall not be altered and at all times shall be maintained in substantially the same design and with substantially the same materials as originally constructed pursuant to this Agreement, unless the AMLI Parcel Owner otherwise consents, which consent may be withheld in the AMLI Parcel Owner's

UNOFFICIAL COPY

sole discretion unless the conditions of Section 2.2.3(a) are satisfied. The Redevelopment Parcel Owner shall have the right, in connection with the redevelopment of the Redevelopment Parcel, to (i) permanently relocate the West Entrance Access Easement (but not the East Drive Aisle Access Easement) and (ii) repave, reconstruct and/or modify the Redevelopment Parcel Access Improvements located within the West Entrance Access Easement and the East Drive Aisle Access Easement, subject to the provisions of this Section 2.2.3.

(a) **East Drive Aisle Access Easement.** The Redevelopment Parcel Owner shall (i) have the right to repave or reconstruct or to modify the materials of (e.g., use of concrete or pavers instead of asphalt) (but, except as expressly provided in this Section 2.2.3(a) or Section 2.2.3(c) of this Agreement, shall not be permitted to relocate) the Redevelopment Parcel Access Improvements located on the East Drive Aisle Access Easement Area, provided, that after giving effect to any such reconstruction or modification, the East Drive Aisle Access Easement shall have not less utility, convenience and functionality than it had immediately prior to such work and (ii) have the right, at its sole cost and expense, to shift the location of the East Drive Aisle Access Easement Area to the east (but not into the Shared Boundary Landscape Island Easement or the AMLI Parcel), as set forth in this Agreement, provided that: (1) the width of the East Drive Aisle Access Easement Area shall not be reduced; (2) the Redevelopment Parcel Owner shall reconstruct and replace the roadway within the East Drive Aisle Access Easement Area as so relocated to at least the same condition as existed prior to such relocation; (3) the Redevelopment Parcel Owner shall relocate the East Exit Easement Area and reconstruct the improvements located thereon to not less than the condition which existed prior to such relocation and so as to provide direct vehicular access from the as-relocated East Drive Aisle Access Easement Area to the West Frontage Road Spur Easement Area through the as-relocated East Exit Easement Area reasonably consistent with the vehicular access provided prior to such relocation; (4) without limiting the forgoing, the egress route between "Point A" identified on Exhibit D (the curb cut between the AMLI Parcel and the Redevelopment Parcel) to the West Frontage Road Spur Easement Area via the East Drive Aisle Access Easement and the East Exit Easement shall not be materially longer or materially less direct than such egress route as set forth on Exhibit D; (5) prior to such relocation and reconstruction, the Redevelopment Parcel Owner shall, at the Redevelopment Owner's sole cost and expense, obtain any approvals from the Village or any other governmental authority necessary for such relocation and reconstruction of the East Exit Easement Area and the East Drive Aisle Access Easement Area, provided further that AMLI Parcel Owner shall reasonably cooperate to obtain such approvals provided that the forgoing conditions are met, but without any obligation to incur any liability or out of pocket cost; and (6) the Redevelopment Parcel Owner shall replace and restore

UNOFFICIAL COPY

any landscaping in the Northeast Landscape Area damaged or displaced by such relocation. Upon a relocation of the East Drive Aisle Access Easement and the East Exit Easement and the completion of replacement improvements in accordance with the requirements of this Section 2.2.3(a), the Redevelopment Parcel Owner shall prepare and record, at its sole expense, an amendment to this Agreement memorializing such relocation to be recorded in the Office of the Recorder of Deeds of Cook County, State of Illinois, for the approval and execution by the AMLI Parcel Owner. The AMLI Parcel Owner shall cooperate as may be reasonably required to effectuate such amendment provided the requirements of this Section 2.2.3(a) have been met.

(b) **West Entrance Access Easement.** The Redevelopment Parcel Owner shall have the right to relocate the West Entrance Access Easement provided that such relocation provides an unobstructed ingress and egress route between “Point A” identified on Exhibit D (the curb cut between the AMLI Parcel and the Redevelopment Parcel) and “Point B” identified on Exhibit D (the curb cut to the West Frontage Road Spur Easement Area in the northwest corner of the Redevelopment Parcel) that is reasonably convenient, which relocated route may be longer or less direct. In addition, the Redevelopment Parcel Owner shall have the right to repave or reconstruct or to modify the materials (e.g., use of concrete or pavers instead of asphalt) of the improvements located on the West Entrance Access Easement Area (as it may be relocated), provided that after giving effect to any such work, the West Entrance Access Easement shall have the substantially same or better utility and functionality as immediately prior to such work. Upon a relocation of the West Entrance Access Easement and the completion of replacement improvements pursuant to this Section 2.2.3(b), the Redevelopment Parcel Owner shall prepare, at its sole expense, an amendment to this Agreement memorializing such relocation to be recorded in the Office of the Recorder of Deeds of Cook County, State of Illinois, for the approval and execution by the AMLI Parcel Owner. The AMLI Parcel Owner shall cooperate as may be reasonably required to effectuate such amendment provided the requirements of this Section 2.2.3(b) have been met.

(c) **Temporary Relocation During Construction.** During any period of construction activity on the Redevelopment Parcel following a Trigger Event with respect to the Redevelopment Parcel, the Redevelopment Parcel Owner may temporarily close the East Drive Aisle Access Easement and/or the West Entrance Access Easement, to the extent reasonably required to facilitate such construction; provided, that the Redevelopment Parcel Owner shall at all times provide an alternative access route or routes providing a reasonably convenient, safe and unobstructed path for vehicular egress from “Point A” on the AMLI Parcel to the East Exit Easement and for vehicular ingress and egress between “Point A” on the AMLI Parcel and “Point B” on the Redevelopment

UNOFFICIAL COPY

Parcel. Redevelopment Parcel Owner shall stage work on the Redevelopment Parcel to minimize interference with the East Drive Aisle Access Easement and West Entrance Access Easement.

(d) Redevelopment Parcel General Circulation Easement.

This Agreement shall not be deemed to impose any limitation on alteration, relocation or closure of any Redevelopment Parcel General Circulation Improvements, and the Redevelopment Parcel General Circulation Easement shall be limited to use of such improvements as may exist from time to time on the Redevelopment Parcel.

2.2.4 Maintenance.

(a) From and after completion thereof until the occurrence of a Trigger Event with respect to the Redevelopment Parcel, the AMLI Parcel Owner, at its sole cost and expense, shall repair, maintain and replace the Redevelopment Parcel Access Improvements required to be constructed by the AMLI Parcel Owner (i.e., excluding the Redevelopment Parcel General Circulation Improvements) in accordance with the standards set forth in Section 2.6 of this Agreement.

(b) From and after the occurrence of a Trigger Event with respect to the Redevelopment Parcel, the Redevelopment Parcel Owner shall, at its sole cost and expense, repair, maintain and replace the Redevelopment Parcel Access Easement Improvements in accordance with the standards set forth in Section 2.6 of this Agreement.

(c) The maintenance provisions of Section 2 of the Baxter-Fishman PUD REA with respect to responsibility of maintenance and the apportionment of the costs of maintenance of the Easement Area (as defined in the Baxter-Fishman PUD REA) as between the Redevelopment Parcel Owner and the AMLI Parcel Owner are hereby replaced by the provisions of this Section 2.2.4.

2.2.5 Reservation of Rights by the Redevelopment Parcel Owner. The Redevelopment Parcel Owner reserves the right from time to time to use the Redevelopment Parcel Access Easement Areas, grant additional ingress, egress and other easements, licenses and rights to use over, upon and under the Redevelopment Parcel Access Easement Areas, provided that such use, and additional easements, licenses and use do not materially interfere with construction of the Redevelopment Parcel Access Improvements or the use by the benefitted parties of the Redevelopment Parcel Access Easements pursuant to the terms hereof.

2.3 AMLI Parcel General Circulation Easement. Subject to Section 2.4 and other applicable provisions of this Agreement, the AMLI Parcel Owner hereby establishes in favor of and grants to the Redevelopment Parcel Owner and its

UNOFFICIAL COPY

respective tenants, employees, agents, guests and invitees, as an easement appurtenant to the Redevelopment Parcel, a non-exclusive, perpetual easement (the "AMLI Parcel General Circulation Easement") for vehicular and pedestrian ingress and egress, as applicable, over and across any exterior surface roads, drive aisles, curb cuts, sidewalks, driveways or any other improvements intended or used for vehicular or pedestrian ingress or egress as may exist from time to time on the AMLI Parcel, but excluding any parking garages or any entrances into any buildings, amenities or other improvements (the "AMLI Parcel General Circulation Easement Improvements"). Such easement is for the purpose of access over the AMLI Parcel in order to provide vehicular and pedestrian ingress and egress, as applicable, between the Redevelopment Parcel and (i) the "East Frontage Road" located on the property to the east of the AMLI Parcel and depicted on Exhibit D to which the Redevelopment Parcel Owner and the AMLI Parcel Owner are granted an easement pursuant to the Baxter-Fishman PUD REA and (ii) the Shared Parking Area Easement. The AMLI Parcel General Circulation Easement is subject to all applicable terms and conditions of this Agreement, including, without limitation, Sections 2.4 and 2.5 below.

2.4 Provisions Applicable to the AMLI Parcel General Circulation Easement.

2.4.1 Relocation and Modification. The AMLI Parcel Owner shall have the right to relocate the AMLI Parcel General Circulation Easement or to repave, reconstruct or modify the materials thereof from time to time, provided, that such work complies with this Section 2.4.1. Any such relocation shall provide an unobstructed ingress and egress route that is substantially equivalent or better in terms of distance and convenience, (i) from the Redevelopment Parcel to the East Frontage Road, and (ii) from the Redevelopment Parcel to the Shared Parking Area and otherwise has substantially the same or better utility or functionality. Any repaving, reconstruction or modification of the AMLI Parcel General Circulation Easement improvements shall result in the substantially same or better utility and functionality as prior to such work.

2.4.2 Use of the AMLI Parcel General Circulation Easement. The Redevelopment Parcel Owner and its tenants, employees, agents, guests and invitees shall have the right to use the AMLI Parcel General Circulation Easement from and after the later to occur of (i) Redevelopment Parcel Occupancy and (ii) AMLI Parcel Occupancy; provided, that the AMLI Parcel Owner shall have no obligation to provide any AMLI Parcel General Circulation Easement Improvements prior to AMLI Parcel Occupancy.

2.4.3 Maintenance. The AMLI Parcel Owner, at its sole cost and expense, shall repair, maintain and replace the AMLI Parcel General Circulation Easement Improvements in accordance with the standards set forth in Section 2.6 of this Agreement; provided, that the AMLI Parcel Owner

UNOFFICIAL COPY

shall have no obligation to provide or maintain any AMLI Parcel General Circulation Easement Improvements prior to AMLI Parcel Occupancy.

2.4.4 Temporary Closure. After AMLI Parcel Occupancy, the AMLI Parcel Owner shall have the right to temporarily block off any portion of the AMLI Parcel General Circulation Easement Improvements as may be reasonably necessary for repairs and maintenance and provided, that, the AMLI Parcel Owner shall use reasonable efforts to minimize any interference with the use of the AMLI Parcel General Circulation Improvements for their intended purpose and shall at all times maintain reasonable access to the Shared Parking Area or to temporary substitute parking spaces during work on the Shared Parking Area as set forth in Section 3.6 below.

2.4.5 Reservation of Rights by the AMLI Parcel Owner. The AMLI Parcel Owner reserves the right from time to time to use the AMLI Parcel General Circulation Easement and grant additional ingress, egress and other easements, licenses and rights to use over, upon and under the AMLI Parcel General Circulation Easement, provided that such use, additional easements, licenses and rights to use do not materially interfere with the use of the AMLI Parcel General Circulation Easement pursuant to the terms hereof.

2.5 Provisions Applicable to All Access Easements. The Redevelopment Parcel Access Easements and the AMLI Parcel General Circulation Easement are herein referred to collectively as the "Access Easements", and the Redevelopment Parcel Access Easement Areas and the AMLI Parcel General Circulation Area are herein referred to collectively as the "Access Easement Areas."

2.5.1 Municipal Access. The Owners agree that the Access Easements may be used by the Village for police, fire and other emergency and service vehicles but such permission shall not be construed as a public dedication.

2.5.2 Interference. Each Owner agrees that (i) it shall not construct any improvements on or under the Access Easement Areas, nor take any other action, which would materially impair the rights hereunder of any other party to the easements granted hereunder and the use of the Access Easements for the purposes provided herein, and (ii) such party shall not construct any improvements on or under its portion of the Access Easement Areas, nor take any other actions, which would materially impair the rights hereunder of any other party; provided that this Section 2.5.2 shall not be deemed to limit the Redevelopment Parcel Owner's rights under Section 2.2.3 nor the AMLI Parcel Owner's rights under Section 2.4.1.

2.5.3 Obstructions. The Redevelopment Parcel Owner shall use its best efforts to keep the East Drive Aisle Access Easement Area, the East Exit

UNOFFICIAL COPY

Easement Area, the West Entrance Access Easement Area and the West Frontage Road Spur Easement Area free from parked vehicles and other obstructions. The AMLI Parcel Owner shall use its best efforts to keep the AMLI Parcel General Circulation Easement Area free from parked vehicles and other obstructions as necessary to permit access from the Redevelopment Parcel to the Shared Parking Area and to the East Frontage Road. AMLI Parcel Owner or the Redevelopment Owner may cause any vehicle obstructing the Access Easement Areas to be towed at its expense, or of at the expense of the owner of such vehicle.

- 2.5.4 Non-Rubber Tired Vehicles.** Any vehicles which do not have rubber (or equivalent) tires must be transported over any Access Easement Areas by a rubber-tired (or equivalent) vehicle or trailer and off-loaded outside the Access Easement Areas only within the lot of the Owner who owns or is being served or visited by such vehicle.
- 2.5.5 Heavy Vehicles.** The AMLI Parcel Owner and its employees, agents, advisors, tenants, contractors, guests, and invitees shall not be permitted to use the West Entrance Access Easement, the East Exit Easement, the East Drive Aisle Access Easement or the Redevelopment Parcel General Circulation Easement as a means of ingress and egress for semi-trailer trucks, refuse hauling trucks, moving vans, or other similar heavy vehicles. The Redevelopment Parcel Owner and its employees, agents, advisors, tenants, contractors, guests, and invitees shall not be permitted to use the AMLI Parcel General Circulation Easement or the Shared Parking Area as a means of ingress and egress for any semi-trailer trucks, refuse hauling trucks, moving vans, or other similar heavy vehicles.
- 2.6 Maintenance Standards.** As used herein, any and all maintenance, repair and replacement conducted under this Article II shall be to a first class standard to provide a smooth, neat, clean, safe and unobstructed roadway suitable for passenger car and truck usage. Such maintenance responsibility includes asphalt patching, regular asphalt sealing, prompt snow plowing and repaving as and when reasonably required, as well as maintenance of street lighting and any safety or directional signage. All work shall be done in a manner so as to minimize interference with the functioning of the Access Easements for their intended purposes.
- 2.7 Sidewalks.** Each Owner shall maintain the pedestrian sidewalks or paths located on such Owner's Parcel. Such maintenance shall include keeping such sidewalks and paths in a safe and sightly condition. The cost of maintaining any pedestrian sidewalk or path shall be the sole responsibility of the Owner on whose Parcel such pedestrian sidewalk or path is located.
- 2.8 Existing Frontage Road.** It is understood that as of the date of this Agreement, a frontage road presently exists, as depicted on Exhibit J attached hereto (the

UNOFFICIAL COPY

“Existing Frontage Road”) along the northerly portion of the AMLI Parcel and Redevelopment Parcel, which Existing Frontage Road will be replaced by the Redevelopment Parcel Access Improvements in the West Frontage Road Spur Easement Area. Until a Trigger Event has occurred on either Parcel and until the Existing Frontage Road on a Parcel is under demolition or obstruction as a result of construction activity as a result of such Trigger Event, each of the AMLI Parcel Owner and Redevelopment Parcel Owner and their respective tenants, employees, agents, guests and invitees, may make temporary use of the Existing Frontage Road for access to their respective Parcels, and such use will not be subject to the limitations set forth in Section 2.5.5.

2.9 Lighting of Redevelopment Parcel On-Site Access Easement Areas.

2.9.1 Temporary. From and after the occurrence of a Trigger Event with respect to the AMLI Parcel until the Redevelopment Parcel Occupancy (the “Interim Period”), the AMLI Parcel Owner shall have the right to provide lighting (“Interim Lighting”) for the Redevelopment Parcel On-Site Access Easement Areas by either or both of temporary lighting or use of existing site lighting. The Redevelopment Parcel Owner hereby grants to the AMLI Parcel Owner a temporary easement during the Interim Period to enter upon the Redevelopment Parcel as reasonably necessary for the repair or construction of the lighting fixtures necessary to provide the foregoing Interim Lighting. Installation of any temporary lighting or repairs or improvements to existing lighting will be at the AMLI Parcel Owner's sole cost and expense. During periods of construction or reconstruction on the Redevelopment Parcel prior to a Redevelopment Parcel Occupancy, if the Interim Lighting is affected by such activity, the Redevelopment Owner shall cooperate to provide lighting to the Redevelopment Parcel On-Site Access Easement Areas that is comparable in brightness to the Interim Lighting. The AMLI Parcel Owner shall also pay for any electricity used for the Interim Lighting or lighting provided under the prior sentence during the Interim Period. The AMLI Parcel Owner shall install a submeter and other equipment at its expense to isolate the Interim Lighting for the Redevelopment Parcel On-Site Access Easement Areas from other site lighting on the Redevelopment Parcel to facilitate separate billing and operation.

2.9.2 Permanent. From and after the occurrence of a Redevelopment Parcel Occupancy, the Redevelopment Parcel Owner shall provide the Redevelopment Parcel On-Site Access Easement Areas with permanent lighting that meets applicable codes for drive aisle illumination and which is metered separately and which may be operated (turned on and off) separately from other Redevelopment Parcel site lighting. The AMLI Parcel Owner shall not turn off any lighting on the Redevelopment Parcel except in coordination with the operation of the Redevelopment Parcel. If the AMLI Parcel Owner desires a higher level of lighting, the AMLI Parcel Owner shall pay for any upgrades, provided that the

UNOFFICIAL COPY

Redevelopment Parcel Owner approves such upgrades, which approval will not be unreasonably withheld if such upgraded lighting is consistent with the design of the other lighting on the Redevelopment Parcel. If AMLI desires to keep the Redevelopment Parcel On-Site Access Easement Areas lit for longer than the Redevelopment Parcel Owner normally lights its parking areas and drive aisles, then the Redevelopment Owner shall permit the AMLI Parcel Owner to activate such lighting during such times, but in such event the costs of operating such lights (including electricity costs and bulb changes) will be equitably allocated to the AMLI Parcel Owner based on separate metering and relative hours of operation by the AMLI Parcel Owner that are incremental to the time that the Redevelopment Parcel Owner would otherwise provide lighting on its parking areas and drive aisles.

ARTICLE III

SHARED PARKING AREA

- 3.1 **Shared Parking Area.** As used herein "Shared Parking Area" means the parking spaces to be constructed on the AMLI Parcel immediately adjoining the Shared Boundary Landscape Island, which Shared Parking Area is depicted on Exhibit D attached hereto. As used herein, "Shared Parking Improvements" means the pavement, striping, curbing and other improvements to be constructed on the Shared Parking Area, substantially as shown on Exhibit D and substantially in accordance with the applicable Approved Plans.
- 3.2 **Shared Parking Easement.** The AMLI Parcel Owner hereby grants to the Redevelopment Parcel Owner and its tenants, employees, agents, guests and invitees, as an easement appurtenant to the Redevelopment Parcel, a non-exclusive perpetual easement for parking of passenger vehicles in the Shared Parking Area (the "Shared Parking Area Easement"), subject to the conditions, restrictions and reservations set forth in this Agreement, including without limitation Section 3.4 below. The Redevelopment Parcel Owner's rights under the Shared Parking Area Easement shall commence upon and from the occurrence of the later to occur of (a) the AMLI Parcel Occupancy and (b) the Redevelopment Parcel Occupancy.
- 3.3 **Shared Parking Construction.** The AMLI Parcel Owner shall construct the Shared Parking Improvements substantially in accordance with the applicable Approved Plans. Construction of the Shared Parking Improvements by the AMLI Parcel Owner shall be at the AMLI Parcel Owner's sole expense.
- 3.4 **Restrictions on Use of Shared Parking Area.** Use of the Shared Parking Area by the Redevelopment Parcel Owner and its tenants, employees, agents, guests and invitees shall be shared with the AMLI Parcel Owner and its tenants, employees, agents, guests and invitees on a first come, first served basis and shall be limited to daytime working hours in accordance with Village of Deerfield

UNOFFICIAL COPY

Ordinance No. O-13-45. The AMLI Parcel Owner shall install signage in the Shared Parking Area stating that "This parking row is reserved for daytime only shared use with 1627 Lake Cook Road." The Redevelopment Parcel Owner and its tenants, employees, agents, guests and invitees shall not be permitted to park any trucks in the Shared Parking Area except for pickup or similar light duty trucks used for personal transportation and not for transportation of material or equipment used in a business. AMLI Parcel Owner may cause any vehicles that violate the restrictions in this Section 3.4 to be towed at the expense of the Redevelopment Parcel Owner or of the owner of such vehicle.

- 3.5 Maintenance.** From and after completion of the Shared Parking Improvements, the AMLI Parcel Owner, at its sole cost and expense, shall repair, maintain and replace the Shared Parking Improvements to a first class standard including asphalt patching, regular asphalt sealing, prompt snow plowing and repaving as and when reasonably required.
- 3.6 Temporary Closure.** The AMLI Parcel Owner shall have the right to temporarily block off any portion of the Shared Parking Area as may be reasonably necessary for construction, repairs or maintenance on the AMLI Parcel, including without limitation the initial construction of the Apartments Project, provided, that the AMLI Parcel Owner shall use reasonable efforts to minimize any such closure or interference with the use of the Shared Parking Easement for its intended purpose. Absent an emergency, AMLI Parcel Owner shall (a) provide the Redevelopment Parcel Owner at least three (3) business days advance notice of any closure of any part of the Shared Parking Area, and (b) designate temporary substitute parking spaces in another location on the AMLI Parcel.
- 3.7 Relocation.** The AMLI Parcel Owner may reconstruct, modify or relocate the Shared Parking Area Easement from time to time, provided, that such reconstruction, modification or relocation is in a reasonably convenient location along the western boundary of the AMLI Parcel and does not reduce the number of parking spaces the Redevelopment Parcel Owner and their respective tenants, employees, agents, guests and invitees shall be granted the use of in accordance with this Article III.

ARTICLE IV

DRAINAGE

4.1 Grant of Stormwater Easements.

- 4.1.1 AMLI Parcel Stormwater Detention Easement.** Subject to the conditions set forth herein, including in Section 4.2 below, the AMLI Parcel Owner hereby establishes in favor of and grants to the Redevelopment Parcel Owner, as an easement appurtenant to the Redevelopment Parcel, a non-exclusive perpetual easement (the "AMLI

UNOFFICIAL COPY

Parcel Stormwater Easement”) on, in, over, under, across and through that certain portion of the AMLI Parcel depicted on Exhibit D and legally described on Exhibit K attached hereto (the “AMLI Parcel Stormwater Detention Easement Area”), for the purpose of the use and operation of a stormwater detention facility and appurtenant pipes and equipment.

4.1.2 Redevelopment Parcel Stormwater Detention Easement. Subject to the conditions set forth herein, including in Section 4.2 below, the Redevelopment Parcel Owner hereby establishes in favor of and grants to the AMLI Parcel Owner, as an easement appurtenant to the AMLI Parcel, a non-exclusive perpetual easement (the “Redevelopment Parcel Stormwater Easement”) on, in, over, under, across and through that certain portion of the Redevelopment Parcel depicted on Exhibit D and legally described on Exhibit L attached hereto (the “Redevelopment Parcel Stormwater Detention Easement Area”), for the purpose of the use, maintenance, repair, operation and replacement of a stormwater detention facility and appurtenant pipes and equipment.

4.2 Use of Stormwater Detention Easement.

4.2.1 Use of the Stormwater Detention Easement Area by the Redevelopment Parcel Owner. The Redevelopment Parcel Owner shall be entitled to use no more than 0.95 acre-feet capacity of drainage into the Stormwater Detention Easement Area for the Redevelopment Parcel. The Redevelopment Parcel Owner shall not increase the volume used by the Redevelopment Parcel or the rate of discharge from the Redevelopment Parcel to the Stormwater Detention Easement Area in effect as of the date hereof. The Redevelopment Parcel Owner hereby agrees that all discharges from the Redevelopment Parcel onto the AMLI Parcel and into the Stormwater Detention Easement Area and into the stormwater drainage lines (the “Drainage Lines”) used to convey stormwater to the Stormwater Detention Easement Area shall be in compliance with all applicable local, state and federal regulations governing the discharge of stormwater. The Redevelopment Parcel Owner shall not cause or permit any Hazardous Materials to be drained or otherwise discharged or released into the Drainage Lines or Stormwater Detention Easement Area or elsewhere on the AMLI Parcel.

4.2.2 Use of the Stormwater Detention Easement Area by the AMLI Parcel Owner. The AMLI Parcel Owner shall be entitled to use no more than 1.0 acre-feet capacity of drainage into the Stormwater Detention Easement Area for the AMLI Parcel. The AMLI Parcel Owner hereby agrees that all discharges from the AMLI Parcel onto the Redevelopment Parcel and into the Stormwater Detention Easement Area and into Drainage Lines used to convey stormwater to the Stormwater Detention Easement Area shall be in compliance with all applicable local, state and federal regulations governing the discharge of stormwater. The AMLI Parcel Owner shall not

UNOFFICIAL COPY

cause or permit any Hazardous Materials to be drained or otherwise discharged or released into the Drainage Lines or Stormwater Detention Easement Area or elsewhere on the Redevelopment Parcel

- 4.3 Environmental Indemnity.** To the fullest extent permitted by law, each Owner (as applicable, the “Indemnifying Owner”) shall indemnify, defend and hold the other Owner (as applicable, the “Indemnified Owner”) (and the Indemnified Owner’s affiliates, members, shareholders, partners, officers, directors, employees, agents, advisors, tenants, contractors, guests, invitees, lenders and any other party claiming by, through or under the Indemnified Owner or its affiliates) harmless from any claims, demands, suits, causes of action, proceedings, liabilities, losses, costs, reasonable attorneys’ fees, expenses for injury to persons or death or property damage, or any other claims, arising from the presence of any Hazardous Materials in, on, above or under the Stormwater Detention Easement Area or the Drainage Lines as a result of any action by the Indemnifying Owner or any of its affiliates or any of their respective employees, agents, advisors, tenants, contractors, guests, invitees (including members of the public) or any other party claiming by, through or under the Indemnifying Owner or any of its affiliates.
- 4.4 Maintenance.** The AMLI Parcel Owner shall be solely responsible, at its sole expense, for maintaining the the retention and drainage functions of the Stormwater Detention Easement Area. Without limiting the foregoing, the AMLI Parcel Owner shall cause the retention and drainage functions of the Stormwater Detention Easement Area to be in good operating condition, repair and replace any pipes, inlets, outlets, equipment and fixtures related to the drainage function served by the Stormwater Detention Easement Area and shall keep any drainage inlets and outlets serving the Stormwater Detention Easement Area free of any obstructions so that the Stormwater Detention Easement Area functions as designed and does not cause any water backup or flooding on the AMLI Parcel or the Redevelopment Parcel. The foregoing notwithstanding, each Owner shall be solely responsible for maintaining the Drainage Lines which conduct stormwater from such Owner’s Parcel to the Stormwater Detention Easement Area, at its own cost and expense. Repair and maintenance of the Drainage Lines shall include keeping the same structurally sound and unobstructed so as to function as intended. Such maintenance responsibility by each Owner includes both ordinary and capital repairs. The Redevelopment Parcel Owner shall reimburse the AMLI Parcel Owner for 50% of the cost and expense of maintaining the retention and drainage functions of the Stormwater Detention Easement Area (but not including the cost of maintaining any Drainage Lines serving the AMLI Parcel), including ordinary and capital repairs. The Redevelopment Parcel Owner shall pay to the AMLI Parcel Owner any amounts owed under this Section 4.4 within thirty (30) days of receipt of an invoice, accompanied by reasonable evidence of the costs so incurred.

UNOFFICIAL COPY

ARTICLE V

LANDSCAPE AREAS

5.1 Shared Boundary Landscape Island.

5.1.1 Shared Boundary Landscape Island Easement. The Redevelopment Parcel Owner hereby grants to the AMLI Parcel Owner as an easement appurtenant to the AMLI Parcel a perpetual non-exclusive easement (the "Shared Boundary Landscape Island Easement") for the construction, maintenance, repair and replacement of that portion of the curb and landscape island substantially as depicted on Exhibit D and as further described in the Approved Plans (the "Shared Boundary Landscape Island") which falls within the Redevelopment Parcel. The Shared Boundary Landscape Island Easement includes the right to enter upon the portions of the Redevelopment Parcel adjacent to the Shared Boundary Landscape Island as reasonably necessary for the construction, maintenance, repair and replacement of the Shared Boundary Landscape Island and any lawn, trees, shrubs or other landscaping and irrigation located thereon.

5.1.2 Shared Boundary Landscape Island Construction. The AMLI Parcel Owner, at its sole cost, shall construct and landscape (including the provision of irrigation if the AMLI Parcel Owner elects) the Shared Boundary Landscape Island substantially in accordance with the applicable Approved Plans.

5.2 Northeast Landscape Area. The Redevelopment Parcel Owner hereby grants to the AMLI Parcel Owner as an easement appurtenant to the AMLI Parcel, a perpetual non-exclusive easement (the "Northeast Landscape Area Easement") for the construction, maintenance, repair and replacement of landscaping and related improvements (such as irrigation lines if the AMLI Parcel Owner elects) within the portion of the Redevelopment Parcel depicted on Exhibit D and labeled "Northeast Landscape Area" (the "Northeast Landscape Area"). The Northeast Landscape Area Easement includes the right to enter upon the portions of the Redevelopment Parcel adjacent to the Northeast Landscape Area as reasonably necessary for the construction, maintenance, repair and replacement of the Northeast Landscape Area and any lawn, trees, shrubs or other landscaping and irrigation located thereon. The AMLI Parcel Owner, at its sole cost, shall construct and landscape the Northeast Landscape Area substantially in accordance with the applicable Approved Plans. If prior to a Trigger Event with respect to the AMLI Parcel the Redevelopment Parcel Owner wishes to improve the Northeast Landscape Area with additional landscaping or other improvements other than grass turf, the plans for such work will be subject to the AMLI Parcel Owner's approval, which approval will not be unreasonably withheld provided such plans do not include work or improvements incompatible with AMLI Parcel

UNOFFICIAL COPY

Owner's future improvement of the Northeast Landscape Area substantially as set forth in the AMLI Approved Plans.

- 5.3 Modifications.** The Shared Boundary Landscape Island and Northeast Landscape Area are collectively called the "Landscape Areas". After initial completion of the Landscape Areas in accordance with the Approved Plans, the AMLI Parcel Owner may modify the landscaping provided in the Landscape Areas from time to time so long as such modifications represent a standard of quality not less than the landscaping then present on the Redevelopment Parcel.
- 5.4 Maintenance.** AMLI shall maintain the landscaping in such Landscape Areas. Such maintenance, shall include keeping the Landscape Areas in a neat, clean and slightly condition, including regular mowing of lawn areas, and replacement of dead or diseased plants as necessary to maintain the overall character of the Landscape Areas (subject to Section 5.3) to a standard not less than the Redevelopment Parcel Owner's current standard of maintenance of landscaping on the Redevelopment Parcel.
- 5.5 Compensation.** Article IX below provides for certain cost sharing with respect to the construction of the Shared Boundary Landscape Island.

ARTICLE VI

ADDITIONAL UTILITY EASEMENTS

- 6.1 Additional Utility Easements.** Each Owner agrees that it will not unreasonably withhold consent to a request by the other Owner for an easement or easements for the benefit of the requesting Owner's Parcel for utilities or other similar services under and across the burdened Owner's Parcel, provided, (i) other alternatives for the proposed benefited Parcel are not reasonably practicable due to materially greater cost, physical constraints or other factors, (ii) such easement and the use thereof will not interfere in any material respect with the burdened Owner's use and enjoyment of any improvements located on or planned for its Parcel, (iii) the location of and plans for the installation of such facilities shall be subject to the burdened Owner's approval, (iv) the benefiting Owner agrees, at its sole cost, to repair any damage caused by the installation or use of such easement, and to indemnify the burdened Owner against any loss, cost or damage associated with the construction or use of such easement, and (v) the easement shall be in a form reasonably acceptable to the burdened Owner, and shall include the provisions set forth in Section 6.2 below except as the burdened Owner may otherwise approve in its sole discretion.
- 6.2 Provisions Applicable to Utility Easements.** The following conditions shall apply to any easement (a "Utility Easement") granted pursuant to Section 6.1 of this Agreement (except as expressly provided otherwise in the applicable easement): (i) the holder of the applicable Utility Easement may designate a utility company or governmental authority to exercise such easement rights; (ii)

UNOFFICIAL COPY

the party installing or performing other work on such facilities shall be responsible for restoring the area affected by such installation to a condition substantially equivalent to that existing prior to such work, including, without limitation, repair or replacement of paving and landscaping (including re-seeding or planting sod in any grassy areas); (iii) all facilities installed pursuant to a Utility Easement shall be or shall continue to be located underground only; (iv) each Utility Easement shall include the right of reasonable access to the applicable Utility Easement areas as necessary to exercise such easement rights, provided that such access shall be made in a manner so as to minimize interference with the use and enjoyment of the burdened Parcel by its occupants and their respective tenants, employees, agents, guests and invitees; (v) the Owner who causes facilities to be installed in any Utility Easement shall be responsible for maintaining the same (unless such facilities are maintained by a utility company or governmental authority exercising the easement rights as a designee); and (vi) the Owner of the parcel burdened by a Utility Easement shall have the right to relocate the applicable Utility Easement from time to time, provided, that (x) such relocation shall not materially adversely affect the applicable Utility Easement and shall be at the burdened Owner's sole expense and (y) at the request of the benefitted Owner the burdened Owner shall cause an amendment to the applicable Utility Easement, memorializing such relocation to be recorded in the Office of the Recorder of Deeds of Cook County, State of Illinois.

ARTICLE VII

WATER AND SANITARY SEWER MAINS

- 7.1 Existing Water and Sanitary Sewer Easements.** The Parcels are encumbered by certain municipal water and sanitary sewer easements (the "Municipal Easements") as granted on the Plat of Subdivision recorded in the Office of the Recorder of Deeds of Cook County, State of Illinois, as Document No. 1334719084 (the "Plat").
- 7.2 Grant of Water and Sanitary Sewer Temporary Construction Easements.** The AMLI Parcel Owner shall construct the Water and Sanitary Sewer Mains substantially in accordance with the Approved Plans. The Redevelopment Parcel Owner hereby establishes in favor of and grants to the AMLI Parcel Owner, as an easement appurtenant to the AMLI Parcel, a non-exclusive, temporary easement (the "Water and Sanitary Sewer Temporary Construction Easement") in, upon, across, under and through the Redevelopment Parcel for the purpose of constructing, installing, and connecting a new water main and a new sanitary sewer main, or improvements to or reconstruction and repair of the existing sanitary sewer main, within the applicable Municipal Easements as shown on the Plat (the "Water and Sanitary Sewer Mains").
- 7.3 Maintenance of Sanitary Sewer Line.** The Water and Sanitary Sewer Mains shall be public mains and shall be maintained by the Village.

UNOFFICIAL COPY

- 7.4 **Compensation.** The AMLI Parcel Owner shall construct the Water and Sanitary Sewer Mains at its sole expense, subject to reimbursement as set forth in Article IX below.

ARTICLE VIII

USE RESTRICTIONS AND CONSTRUCTION REQUIREMENTS

8.0 Use Restrictions.

- 8.1 **Noxious Uses.** The following uses shall not be permitted on either Parcel: (a) auto wrecking, salvage yards, construction material yards or junkyards; (b) processing, manufacturing or outside storage of any product or use of any process that can be sensed from off the applicable Parcel and either (i) emits odors or fumes, including but not limited to the warehousing and storage of tires and rubber products, commercial cooking or baking, or the manufacturing and process of plastic products, or (ii) results in the generation of excessive levels of sound or noise; (c) parking lot for passenger motor vehicles, trucks or boats not in association with the primary use of the Parcel; (d) constructing, allowing and/or maintaining third party signage not associated with the use or occupancy of either Parcel except signage related to public purposes including public transportation permitted by the applicable Owner; (e) pornographic or "adult" use; (f) off-track betting parlor or other gambling establishment; (g) funeral parlor; (h) a so-called "flea market"; (i) an automobile or other vehicles dealership having an outside sales lot; or (j) a warehouse or other bulk storage facility.

- 8.2 **Use of the Redevelopment Parcel.** The Redevelopment Parcel Owner agrees that for so long as the AMLI Parcel shall be operated as a rental apartment community, the Redevelopment Parcel shall not be used for rental apartments, provided, that the use of the Redevelopment Parcel for age-restricted senior (over-55) housing shall not be restricted by this Section 8.2. The provisions of this Section 8.2 shall expire, and shall thereafter be void and of no further force and effect, on the date that is fifteen (15) years after the date hereof.

- 8.3 **Construction Requirements.** The following requirements shall apply to the AMLI Parcel Owner's construction of improvements on the Redevelopment Parcel pursuant to this Agreement:

- 8.3.1 The AMLI Parcel Owner shall construct all improvements that it is required to build on the Redevelopment Parcel under this Agreement substantially in accordance with (i) the applicable Approved Plans, and (ii) all applicable laws, codes and ordinances.

- 8.3.2 Prior to commencement and during construction of the improvements the AMLI Parcel Owner is required to build on the Redevelopment Parcel under this Agreement, the AMLI Parcel Owner shall furnish to the Redevelopment Parcel Owner (i) certificates of insurance meeting the

UNOFFICIAL COPY

requirements of Sections 10.3 (including with respect to additional insureds), (ii) certificates of insurance from the general contractor for such work also meeting the requirements (including additional insureds) in clause (i) above, and (iii) copies of all permits required for such work.

8.3.3 Promptly following completion of the improvements to the Redevelopment Parcel that the AMLI Parcel Owner is required to build under this Agreement, the AMLI Parcel Owner shall deliver to the Redevelopment Parcel Owner copies of sworn statements setting forth the names of all contractors and subcontractors who performed work or provided materials in connection with such improvements and copies of final lien waivers obtained from all such contractors and subcontractors.

8.3.4 The AMLI Parcel Owner shall promptly repair and restore any material damage to improvements on the Redevelopment Parcel Owner's Parcel (including any underground utilities) resulting from work performed in connection with the construction of any improvements to the Redevelopment Parcel that the AMLI Parcel Owner is required to build under this Agreement.

8.3.5 From and after commencement of any construction by the AMLI Parcel Owner or the Redevelopment Parcel Owner of any improvements required or permitted pursuant to this Agreement, such Owner shall cause such improvements to be diligently pursued to completion, and shall use commercially reasonable efforts to cause the improvements to be completed within a commercially reasonable amount of time, subject to any delays caused by strikes, lockouts, acts of God, governmental restrictions, enemy acts, civil commotion, unavoidable fire or other casualty, or other causes beyond the control of the party so delayed or hindered.

ARTICLE IX

COST RECAPTURE

9.1 Construction Costs Generally. Except as expressly provided in this Agreement, all construction or installation or other work performed by an Owner shall be at the sole expense of such Owner without reimbursement from the other Owner, regardless of whether such construction, installation or other work takes place on the other Owner's Parcel. Each Owner shall timely pay all costs of its construction, installation, maintenance, repair or other activity so as to prevent any mechanic's or materialmen's liens from affecting the other Owner's Parcel.

9.2 Recapture Payable by the Redevelopment Parcel Owner. Redevelopment Parcel Owner acknowledges certain improvements (the "Recapture Items" as defined below) are expected to be made by AMLI Parcel Owner which benefit the Redevelopment Parcel, and the Redevelopment Parcel Owner agrees to reimburse

UNOFFICIAL COPY

the AMLI Parcel Owner for the costs of such Recapture Items as set forth below. The "Recapture Items" shall mean collectively the improvements and costs itemized in Sections 9.2.1, 9.2.2 and 9.2.3 below.

9.2.1 Shared Expense Access Improvements. The Redevelopment Parcel Owner shall reimburse the AMLI Parcel Owner in the amount of \$[34,651] (the "Shared Expense Access Improvement Costs"), plus Carry Interest as set forth in Section 9.3 below and Default Interest as set forth in Section 10.7 below, as applicable.

9.2.2 Shared Boundary Landscape Island. The Redevelopment Parcel Owner shall reimburse the AMLI Parcel Owner in the amount of \$[9,337] (the "Shared Boundary Landscape Island Curb Costs") plus Carry Interest as set forth in Section 9.3 below and Default Interest as set forth in Section 10.7 below, as applicable.

9.2.3 Water and Sanitary Sewer Mains. The Redevelopment Parcel Owner shall reimburse the AMLI Parcel Owner in the amount of \$[48,308] (the "Water and Sanitary Sewer Mains Costs"), plus Carry Interest as set forth in Section 9.3 below and Default Interest as set forth in Section 10.7 below, as applicable.

9.3 Payment Terms. Whenever the AMLI Parcel Owner has substantially completed any of the Recapture Items, it shall send notice of such completion (a "Completion Notice") to the Redevelopment Parcel Owner and in such notice shall identify the applicable Recapture Item. The amounts payable under Sections 9.2 with respect to any Recapture Items shall bear interest from the Carry Rate Accrual Date (defined below) at the Carry Rate in effect on the Carry Rate Accrual Date until paid unless Section 10.7 applies. "Carry Rate Accrual Date" shall mean the date of the Completion Notice or if no notice was given or required (it being understood that no notice is applicable respecting the Stormwater Easements since the improvements for such Stormwater Easements is already complete), then from the date of the AMLI Parcel Occupancy. Amounts payable with respect to the Recapture Items including accrued Carry Interest shall be due on the date (the "Recapture Due Date") fifteen (15) days after a Trigger Event has occurred with respect to the Redevelopment Parcel. Recapture Items may be paid prior to the Recapture Due Date in which case Carry Interest shall only accrue up to the payment date. Any amounts (including Carry Interest up to the Recapture Due Date) payable with respect to any Recapture Items not paid by the Recapture Due Date shall bear interest after the Recapture Due Date at the Default Rate as set forth in Section 10.7 below.

UNOFFICIAL COPY

ARTICLE X

GENERAL PROVISIONS

- 10.1 Reservation of Rights.** Each Owner reserves the right to use the areas burdened by easements created by this Agreement (collectively, the “Easement Areas”) located on the Parcel owned by such Owner in any manner that does not materially interfere with the intended use of such Easement Areas, including without limitation, for other underground utilities; provided, however that any damage, repair, clean-up or other work occasioned by such use of the Easement Areas, other than ordinary wear and tear, shall be borne solely by the Owner of the Parcel making such use.
- 10.2 Indemnity.** Each Owner shall indemnify, defend and hold the other Owner, and its officers, employees and agents harmless from any claims, liabilities, loss, cost, attorney’s fees, expense for injury to persons or death or property damage, or liens, arising from the exercise of any rights granted pursuant to this Agreement or any failure to perform any obligations under this Agreement. The obligations of the Redevelopment Parcel Owner pursuant to this Section 10.2 are in addition to and shall not be deemed to reduce or otherwise alter the obligations of the Redevelopment Parcel Owner pursuant to Section 4.3 of this Agreement.
- 10.3 Insurance.** Subject to Section 8.3 of this Agreement, from and after a Trigger Event on such Owner’s Parcel, each Owner shall provide and maintain comprehensive general liability insurance in a commercially reasonable amount (but not less than \$1,000,000 Bodily Injury/Personal Injury per person and \$1,000,000 Property Damage per occurrence, \$2,000,000 aggregate, and if applicable statutory workers compensation coverage, together with evidence of umbrella liability insurance in an amount not less than \$5,000,000) covering (i) all activities of such Owner pursuant to this Agreement (which coverage shall be the primary coverage), and (ii) such Owner’s activities in the Easement Areas located on the other Owner’s Parcel. Each Owner (and such Affiliates of such Owner as may be identified in a written notice to the other Owner) shall be named as an additional insured upon the other Owners’ policies of insurance. As of the date hereof Redevelopment Parcel Owner has requested that the Jewish Federation of Metropolitan Chicago be named as an additional insured. Each Owner shall provide evidence of such insurance upon the reasonable request of any other Owner.
- 10.4 Emergencies.** In the event of an emergency requiring maintenance or repair of any of the Easement Areas, or performance of any other obligation hereunder, to avoid any threat to person or property or to avoid a condition which prevents the conduct of business operations on an Owner’s lot or the improvements thereon, such affected Owner may, at its option and without notice to the other Owner, undertake such action as is reasonably required in response to such emergency, pay any and all reasonable costs and charges associated therewith, and obtain reimbursement pursuant to Section 10.6 below from the Owner responsible for

UNOFFICIAL COPY

such maintenance, repair or other performance under this Agreement, provided, that if responding to an emergency the affected Owner shall give notice to the other Owner as soon as reasonably practicable.

- 10.5 Cure Rights.** In the event an Owner fails to fulfill any obligations in any material respect, as and when required by this Agreement, but such failure does not result in an emergency as such term is used in Section 10.4 above, the non-defaulting Owner may give the Owner in default written notice of such failure. In the event the Owner in default fails to remedy such default within thirty (30) days after receipt of such notice or, if such default cannot be cured within thirty (30) days, then in the event the Owner in default fails to commence the cure of such default within such thirty (30) day period and diligently pursues such cure to completion, the non-defaulting Owner may, at its option, perform the obligation which the Owner in default has failed to perform, pay any and all costs and charges associated therewith, and obtain reimbursement pursuant to Section 10.6 below.
- 10.6 Right to Recover.** With respect to the costs incurred as the result of the events described in Sections 10.3, 10.4 and 10.5 above, the performing Owner shall be entitled to recover from the defaulting or responsible Owner the entire amount of charges, fees, costs and expenses reasonably incurred by the performing Owner, including, reasonable attorneys' fees and other costs in connection therewith. Such charges, fees, costs, and expenses ("Performance Costs") shall be paid by the defaulting or responsible Owner within fifteen (15) days after receipt of a statement thereof from the performing Owner.
- 10.7 Payment Default.** With respect to any other amounts owing from an Owner to another Owner (the "Payment Oblige") pursuant to the terms of this Agreement, including but not limited to amounts owed for Recapture Items under Article IX or for Performance Costs under Section 10.6 of this Agreement, if an Owner fails to make any such payment when due, then the Payment Oblige shall be entitled to recover the amount in default, together with interest at the Default Rate accruing from the date the payment was due, together with all of Payment Oblige's costs of collection including reasonable attorneys' fees.
- 10.8 Damage.** Except for ordinary wear and tear, any damage to any portion of the Easement Areas (including any personal property or improvements located on such Easement Areas) caused in whole or in part by any Owner's use of or activity on such Easement Areas (or such Owner's respective tenants', employees', agents', guests' and invitees' use thereof) shall be immediately repaired or restored at the expense of the Owner responsible for such damage so that the portion of the Easement Areas that was damaged is placed in the condition existing prior to such damage.
- 10.9 Easement.** Each Owner grants to the other Owner a temporary easement to enter onto the granting Owner's property to perform the cure work described in Sections 10.4 and 10.5 above if the conditions therein are met.

UNOFFICIAL COPY

- 10.10 Lien.** The obligation of the AMLI Parcel Owner and the Redevelopment Parcel Owner to pay the Recapture Items and applicable interest and costs of collection is and shall be secured by a lien (a "Recapture Lien") on the Payment Obligees' Parcel, which Recapture Lien each Owner hereby grants, which Recapture Lien shall have a priority effective upon the recording of this Agreement. In addition, the performing Owner or Payment Obligee may file a lien (a "Payment Lien") upon the defaulting or responsible Owner's lot and improvements (if any) thereon to secure the payment of Performance Costs or other amounts owing under this Agreement and applicable interest thereon not paid as and when due. Such Payment Lien shall be evidenced by a certificate of non-payment filed with the Recorder of Deeds of Cook County, State of Illinois, indicating the delinquent amount. Such Payment Lien shall be junior and subordinate to any mortgage existing on the defaulting or responsible Owner's Parcel prior to the recording of the certificate hereunder, and such Payment Lien shall otherwise have a priority effective as of the date of recording of the certificate. The liens under this Section 10.10 may be foreclosed in the manner for foreclosing mechanic's liens pursuant to the laws of the State of Illinois.
- 10.11 Running of Benefits and Burdens.** All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto. Whenever a transfer of ownership of either the Redevelopment Parcel or the AMLI Parcel occurs, liability of the transferor for any breach of any obligation in this Agreement occurring after such transfer shall automatically terminate with respect to such transferor. The transferee shall automatically assume the burdens and obligations of the Owner of the transferred lot which shall accrue under this Agreement from and after the date of such transfer.

ARTICLE XI

NOTICES

- 11.1 Notices.** All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth in this Section 11.1. Any such notices shall be sent by (a) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the U.S. Mail, (b) overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered one business day after deposit with such courier, or (c) personal delivery.

REDEVELOPMENT PARCEL OWNER:

JFMC FACILITIES CORPORATION
 Ben Gurion Way
 30 South Wells Street, Suite 215-800
 Chicago, Illinois 60606
 Attn: Reis Kayser

UNOFFICIAL COPY

with a copy to:

Faegre Baker Daniels LLC
311 S. Wacker Drive, Suite 4400
Chicago, IL 60606
Attn: Barry B. Nekritz

AMLI PARCEL OWNER:

PPF AMLI Lake Cook Road, LLC
200 West Monroe Street, Suite 2200
Chicago, Illinois 60606
Attn: Stephen C. Ross

With a copy to:

Mayer Brown LLP
71 South Wacker Drive
Chicago, Illinois 60606
Attn: Ivan P. Kane

A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Notices given by counsel to any Owner shall be deemed given by such Owner.

ARTICLE XII

MISCELLANEOUS

- 12.1 Remedies.** In the event that any Owner shall fail to perform any obligation created under this Agreement or shall violate any covenant or restriction or Agreement imposed by this Agreement, the other Owners shall in addition to any other remedies provided by this Agreement be entitled to exercise all remedies available at law or equity, including suit for injunctive relief and/or for any damages caused by such failure or violation. Furthermore, in the event any Owner brings an action against another Owner for failure to perform any such obligation or for a violation of this Agreement, the successful party shall be entitled to collect court costs and attorneys' fees from the other party. The failure of any Owner to enforce any provision herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other provision.
- 12.2 Estoppels.** Upon the request of any mortgagee or any potential purchaser of an Owner's interest in a Parcel, each Owner shall furnish an estoppel letter to such mortgagee or potential purchaser certifying that this Agreement is in full force and effect, that to the best knowledge of the Owner, such other Owner is not in

UNOFFICIAL COPY

default under this Agreement, or if such other Owner is in default, then specifying such default, that there are no sums due and owing to the Owner by such other Owner, or if such sums are due and owing then specifying the amount, together with such other certifications as the mortgagee or potential purchaser may reasonably request.

- 12.3 Severability.** If any provision of this Agreement is held to be invalid by any Court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.
- 12.4 Construction.** The provisions of this Agreement shall be reasonably construed to confer a commercially usable right of enjoyment of the easement rights created herein on the Owners benefitted hereby and to otherwise effectuate the purposes of this Agreement.
- 12.5 No Dedication.** Nothing herein contained shall be deemed to be a dedication of any part of the Easement Areas to or for the general public or for any public purposes whatsoever, it being the intention of the parties that the benefit of this Agreement shall be strictly limited to the parties hereto.
- 12.6 Counterparts.** This Agreement may be executed in multiple counterparts. If so executed, each of the counterparts is to be deemed an original for all purposes, and all such counterparts shall collectively, constitute one agreement. In making proof of this Agreement it shall not be necessary to produce or account for more than one such counterpart.
- 12.7 Consents, Approvals.** If this Agreement calls for a consent or approval from any Owner and the titleholder is a land trust, then such consent or approval will be deemed validly given if it is given by the holder of the beneficial interest in such land trust.
- 12.8 Breach Shall not Permit Termination.** It is expressly agreed that no breach of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which such party may have hereunder by reason of any breach of this Agreement.
- 12.9 Recitals.** The recitals set forth above are true and correct and are hereby incorporated in their entirety.

[Remainder of Page Intentionally Blank]

UNOFFICIAL COPY

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above.

AMLI PARCEL OWNER:

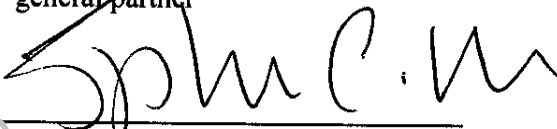
PPF AMLI LAKE COOK ROAD, LLC, a Delaware limited liability company

By: PPF AMLI DEVCO LLC, a Delaware limited liability company

By: PPF AMLI Co-Investment, LLC, a Delaware limited liability company, its Manager

By: AMLI Residential Properties, L.P., a Delaware limited partnership, its Manager

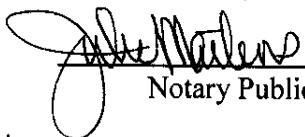
By: AMLI Residential Partners LLC, a Delaware limited liability company, its general partner

By: 
Name: Stephen C. Ross
Title: Authorized Person

STATE OF Illinois)
) SS
COUNTY OF Cook)

I, Julie Martens, a Notary Public, do hereby certify that Stephen C. Ross, personally known to me to be the Authorized Person of AMLI Residential Partners LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as Authorized Person of said limited liability company, pursuant to authority, as a free and voluntary act, and as the free and voluntary act and deed of said company and for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 12th day of December, 2013.


Notary Public

My Commission Expires: 12/27/14



UNOFFICIAL COPY

LIST OF EXHIBITS

EXHIBIT A	Legal Description of Redevelopment Parcel
EXHIBIT B	Legal Description of AMLI Parcel
EXHIBIT C	AMLI Site Plan
EXHIBIT D	Depiction of Easement Areas
EXHIBIT E	Legal Description of East Drive Aisle Access Easement Area
EXHIBIT F	Legal Description of West Entrance Access Easement Area
EXHIBIT G	Legal Description of East Exit Easement Area
EXHIBIT H	Legal Description of West Frontage Road Spur Easement Area
EXHIBIT I	Legal Description of ArborLake Circulation Roads
EXHIBIT J	Depiction of Existing Frontage Road
EXHIBIT K	Legal Description of AMLI Parcel Stormwater Detention Easement Area
EXHIBIT L	Legal Description of Redevelopment Parcel Stormwater Detention Easement Area
SCHEDULE 1	AMLI Prepared Approved Plans

UNOFFICIAL COPY

EXHIBIT A

Legal Description of Redevelopment Parcel

LOT 2 OF THE PPF AMLI LAKE COOK ROAD SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 18 AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED WITH THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT NO. 1334719084.

REAL ESTATE TAX NUMBERS: 04-06-201-008-0000, 04-06-201-009-0000, 04-05-100-008

COMMON ADDRESS: 1627 Lake Cook Road, Deerfield, IL 60015

UNOFFICIAL COPY

EXHIBIT B

Legal Description of AMLI Parcel

LOT 1 OF THE PPF AMLI LAKE COOK ROAD SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 18 AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED WITH THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT NO. 1334719084.

REAL ESTATE TAX NUMBER: 04-05-100-008-0000, 04-05-100-007-0000

COMMON ADDRESS: 1525 Lake Cook Road, Deerfield, IL 60015

UNOFFICIAL COPY

EXHIBIT C

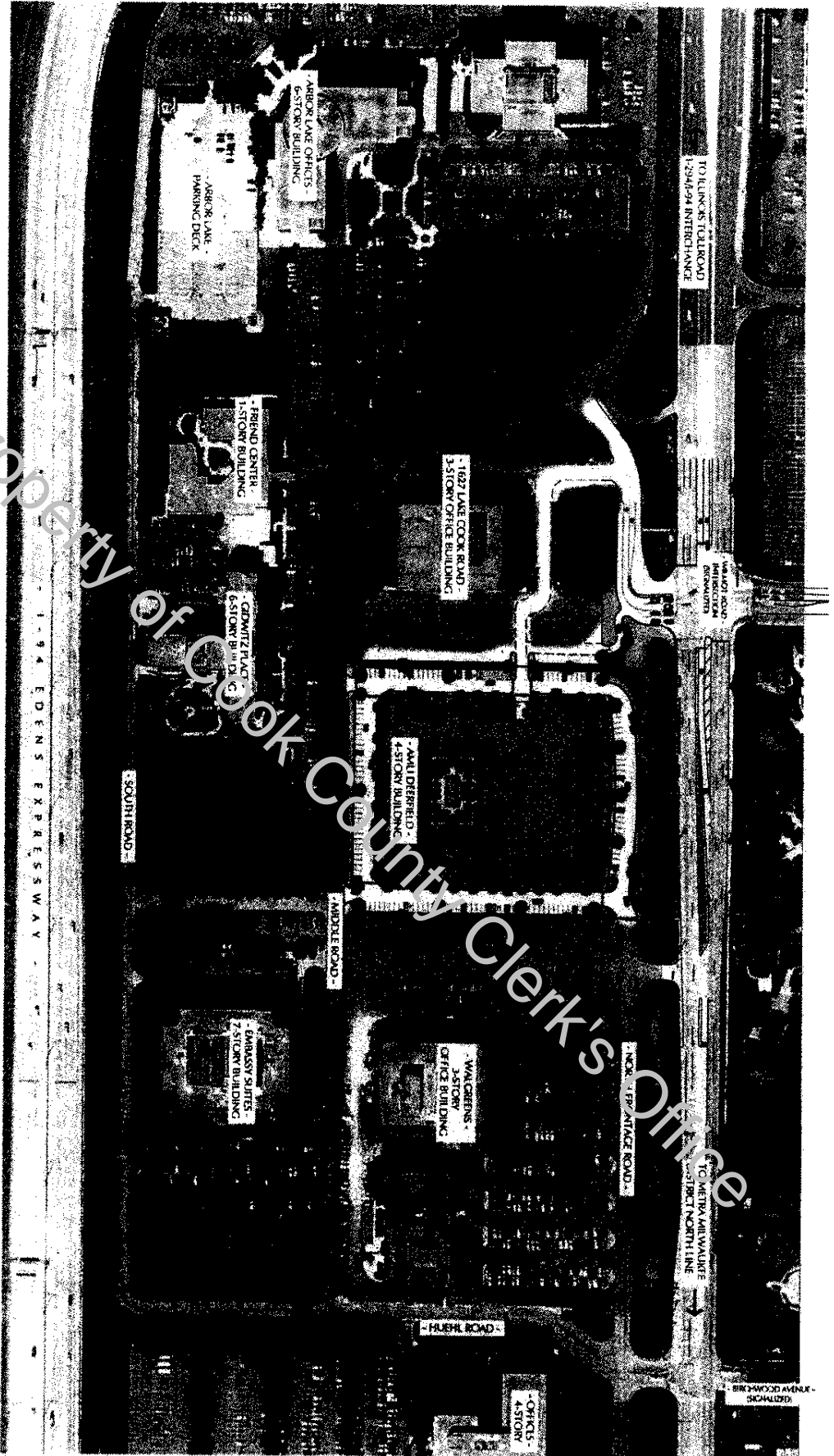
AMLJ Site Plan

[See Attachment]

Property of Cook County Clerk's Office

A large, thick, black scribble consisting of several vertical, wavy lines that completely obscures the text 'Property of Cook County Clerk's Office' and the 'Office' portion of the diagonal watermark.

UNOFFICIAL COPY



FINAL PLAN APPLICATION SUBMITTAL: JULY 22, 2013



Scale: 1" = 100'

DATE: 07/22/13

PROJECT: AMLI DEERFIELD DEVELOPMENT

1135 Lake Cook Road
Deerfield, Illinois 60015

NO.	DATE	DESCRIPTION
1	07/22/13	Final

AMLI
DEERFIELD
DEVELOPMENT



ES&K
Engineering & Surveying
1100 North Dearborn Street
Chicago, IL 60610
Tel: 312.281.1000
Fax: 312.281.1001

UNOFFICIAL COPY

EXHIBIT D

Depiction of Easement Areas

[Attachment]

Property of Cook County Clerk's Office



UNOFFICIAL COPY

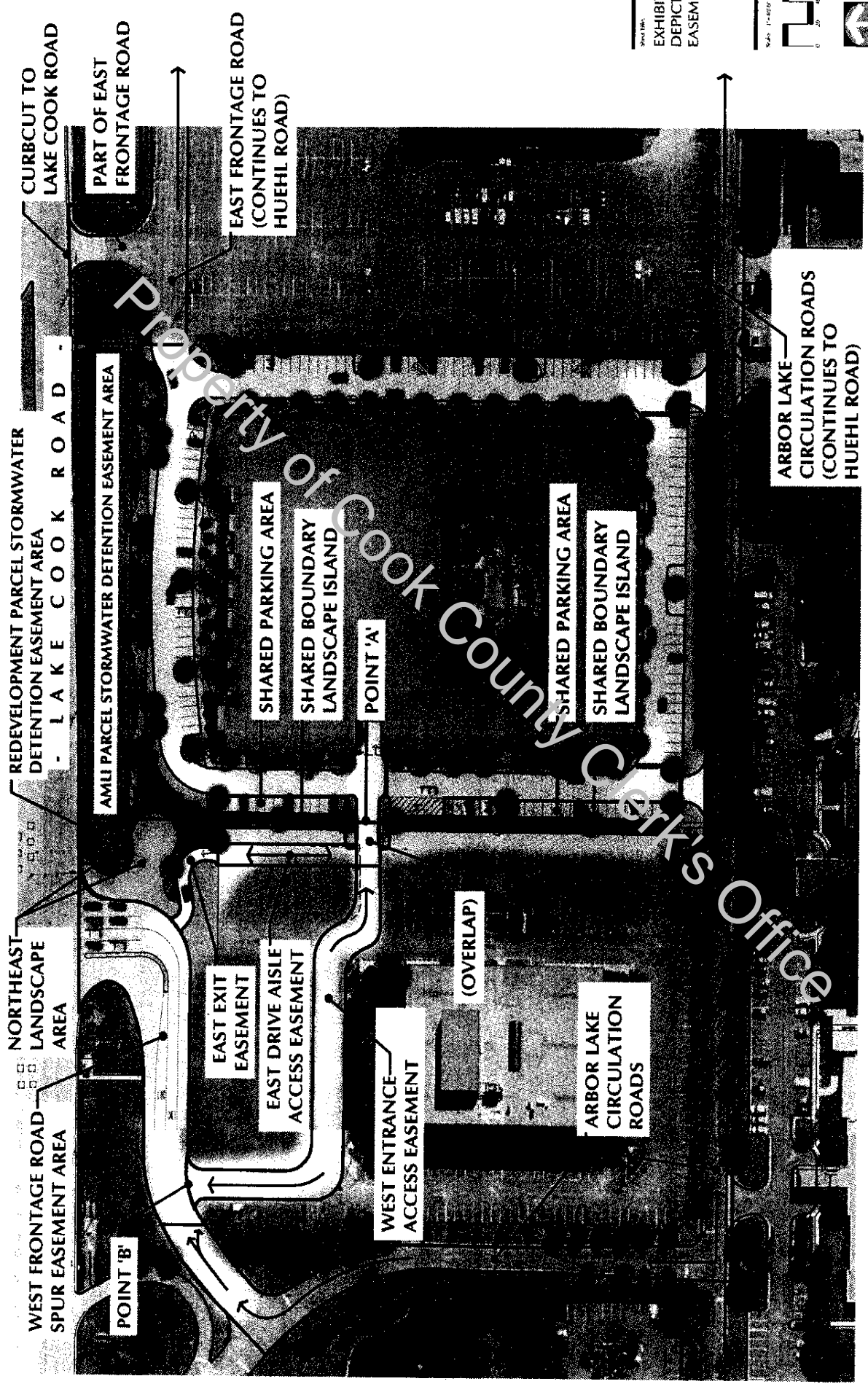
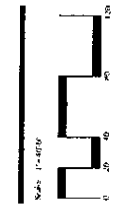


EXHIBIT D
DEPICTION OF
EASEMENT AREAS



Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT E

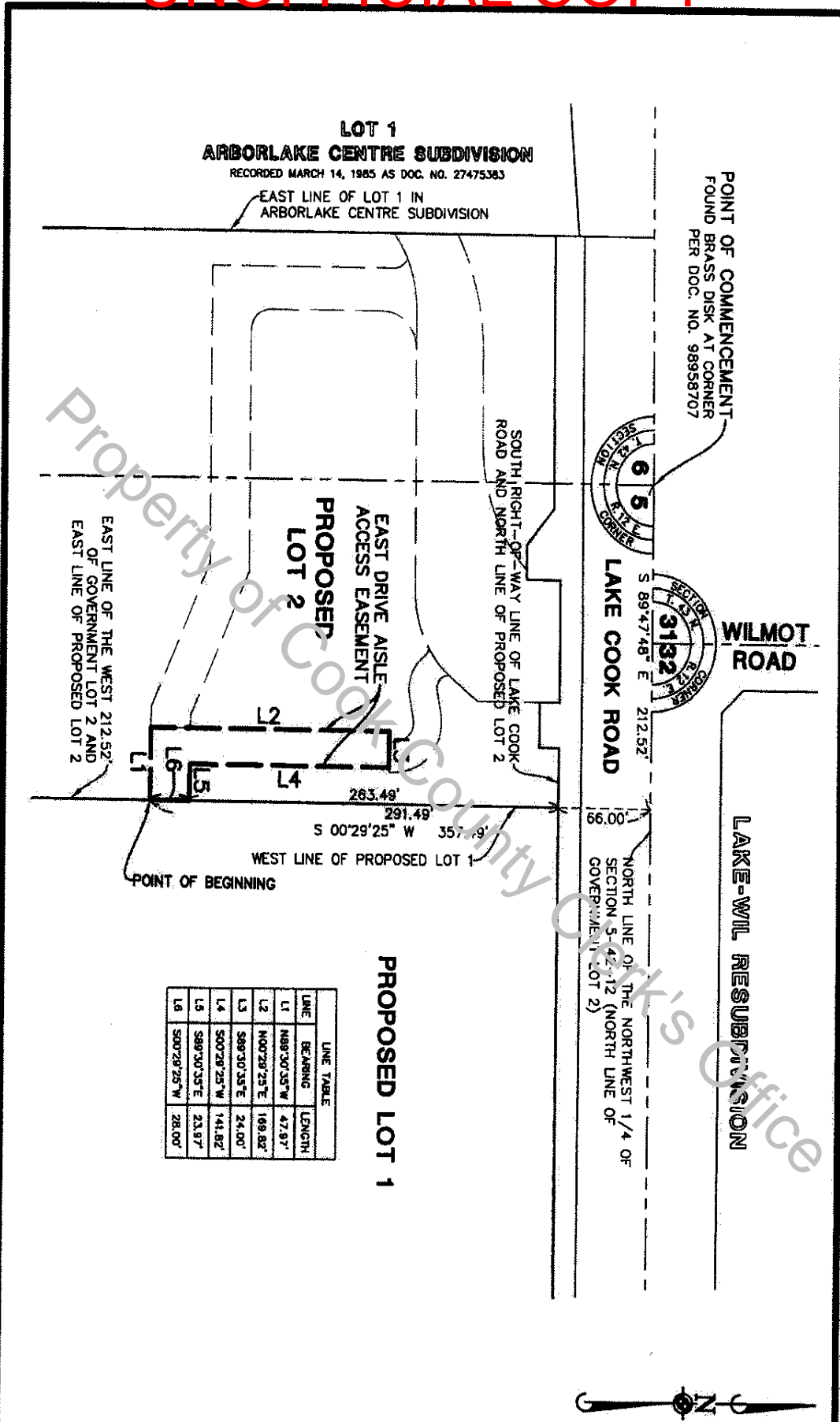
Legal Description of East Drive Aisle Access Easement Area

THAT PART OF THE WEST 212.52 FEET OF THE NORTH HALF OF GOVERNMENT LOT 2 IN THE NORTHWEST QUARTER OF SECTION 5, IN TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS DISC FOUND AT THE NORTHEAST CORNER OF SAID SECTION 6, THENCE SOUTH 89 DEGREES 47 MINUTES 48 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 5, A DISTANCE OF 212.52 FEET TO THE EAST LINE OF THE WEST 212.52 FEET OF SAID GOVERNMENT LOT 2; THENCE SOUTH 00 DEGREES 29 MINUTES 25 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 357.49 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 30 MINUTES 35 SECONDS WEST, A DISTANCE OF 47.97 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 25 SECONDS EAST, A DISTANCE OF 169.82 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 35 SECONDS EAST, A DISTANCE OF 24.00 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 25 SECONDS WEST, A DISTANCE OF 141.82 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 35 SECONDS EAST, A DISTANCE OF 23.97 FEET TO A POINT ON THE EAST LINE OF THE WEST 212.52 FEET OF SAID GOVERNMENT LOT 2; THENCE SOUTH 00 DEGREES 29 MINUTES 25 SECONDS WEST, A DISTANCE OF 28.00 FEET TO THE POINT OF BEGINNING.

UNOFFICIAL COPY



PROPOSED LOT 1

LINE	BEARING	LENGTH
L1	N88°30'35"W	47.87
L2	N00°29'25"E	169.82
L3	S89°30'35"E	24.00'
L4	S00°29'25"W	141.82
L5	S89°30'35"E	23.87
L6	S00°29'25"W	28.00'



© 2012 MANHARD CONSULTING, LTD. ALL RIGHTS RESERVED

Manhard
CONSULTING LTD

800 Woodlands Parkway, Vernon Hills, IL 60061 tel: (847) 634 5550 fax: (847) 634 0085 www.manhard.com
Civil Engineers - Surveyors - Water Resources Engineers - Water & Wastewater Engineers
Construction Managers - Environmental Scientists - Landscape Architects - Planners

PPF AMLI LAKE COOK ROAD	
DEERFIELD, ILLINOIS	
EAST DRIVE AISLE ACCESS EASEMENT	
PROJ. NO.: FF	SHEET
DRAWN BY: T.A.M.	EXHIBIT E
DATE: 08/28/13	AMDF 120796
SCALE: 1" = 80'	

16:08 Dwg Name: P:\Amdf\dwg\Sur\Final Drawings\Exhibits\Sur\AMDF-Exhibit E.dwg Updated By: L.Mory

UNOFFICIAL COPY

EXHIBIT F

Legal Description of West Entrance Access Easement Area

THAT PART OF THE WEST 212.52 FEET OF THE NORTH HALF OF GOVERNMENT LOT 2 IN THE NORTHWEST QUARTER OF SECTION 5 AND THAT PART OF THE EAST 161.35 FEET AS MEASURED ALONG THE NORTH LINE OF GOVERNMENT LOT 2 IN THE NORTHEAST QUARTER OF SECTION 6, ALL IN TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS DISC FOUND AT THE NORTHEAST CORNER OF SAID SECTION 6, THENCE SOUTH 89 DEGREES 47 MINUTES 48 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 5, A DISTANCE OF 212.52 FEET TO THE EAST LINE OF THE WEST 212.52 FEET OF SAID GOVERNMENT LOT 2; THENCE SOUTH 00 DEGREES 29 MINUTES 25 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 357.49 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 35 SECONDS WEST, A DISTANCE OF 47.97 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 30 MINUTES 35 SECONDS WEST, A DISTANCE OF 13.83 FEET; THENCE NORTH 66 DEGREES 32 MINUTES 28 SECONDS WEST, A DISTANCE OF 102.95 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 16 SECONDS WEST, A DISTANCE OF 194.22 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 27 SECONDS EAST, A DISTANCE OF 129.41 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 10.00 FEET, AN ARC LENGTH OF 11.99 FEET, A CHORD BEARING OF NORTH 33 DEGREES 50 MINUTES 52 SECONDS WEST AND A CHORD DISTANCE OF 11.28 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 82.00 FEET, AN ARC LENGTH OF 33.61 FEET, A CHORD BEARING NORTH 78 DEGREES 04 MINUTES 44 SECONDS EAST AND A CHORD LENGTH OF 33.37 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 11 SECONDS EAST, A DISTANCE OF 26.42 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 38.97 FEET, A CHORD BEARING SOUTH 45 DEGREES 01 MINUTES 15 SECONDS WEST AND A CHORD LENGTH OF 35.14 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 25 SECONDS WEST, A DISTANCE OF 79.39 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 13.50 FEET, AN ARC LENGTH OF 21.29 FEET, A CHORD BEARING SOUTH 44 DEGREES 41 MINUTES 25 SECONDS EAST AND A CHORD LENGTH OF 19.15 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 16 SECONDS EAST, A DISTANCE OF 158.24 FEET; THENCE SOUTH 66 DEGREES 32 MINUTES 28 SECONDS EAST, A DISTANCE OF 103.04 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 35 SECONDS EAST, A DISTANCE OF 8.14 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 25 SECONDS WEST, A DISTANCE OF 28.00 FEET TO THE POINT OF BEGINNING.

UNOFFICIAL COPY

EXHIBIT G

Legal Description of East Exit Easement Area

THAT PART OF THE WEST 212.52 FEET OF THE NORTH HALF OF GOVERNMENT LOT 2 IN THE NORTHWEST QUARTER OF SECTION 5, IN TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS DISC FOUND AT THE NORTHEAST CORNER OF SAID SECTION 6, THENCE SOUTH 89 DEGREES 47 MINUTES 48 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 5, A DISTANCE OF 212.52 FEET TO THE EAST LINE OF THE WEST 212.52 FEET OF SAID GOVERNMENT LOT 2; THENCE SOUTH 00 DEGREES 29 MINUTES 25 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 66.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LAKE COOK ROAD; THENCE NORTH 89 DEGREES 47 MINUTES 48 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 38.95 FEET TO A BEND IN SAID LINE; THENCE SOUTH 00 DEGREES 30 MINUTES 14 SECONDS WEST, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 14.00 FEET TO A BEND IN SAID LINE; THENCE NORTH 89 DEGREES 47 MINUTES 48 SECONDS WEST, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 30.00 FEET TO THE EAST LINE OF A PERMANENT EASEMENT PER DOCUMENT NUMBER 0810233012; THENCE SOUTH 00 DEGREES 30 MINUTES 14 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 44.88 FEET TO THE SOUTHEAST CORNER OF SAID PERMANENT EASEMENT; THENCE SOUTH 39 DEGREES 18 MINUTES 16 SECONDS WEST, A DISTANCE OF 24.54 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 70.00 FEET, AN ARC LENGTH OF 1.62 FEET, A CHORD BEARING OF SOUTH 39 DEGREES 57 MINUTES 58 SECONDS WEST AND A CHORD DISTANCE OF 1.60 FEET TO THE POINT OF BEGINNING;

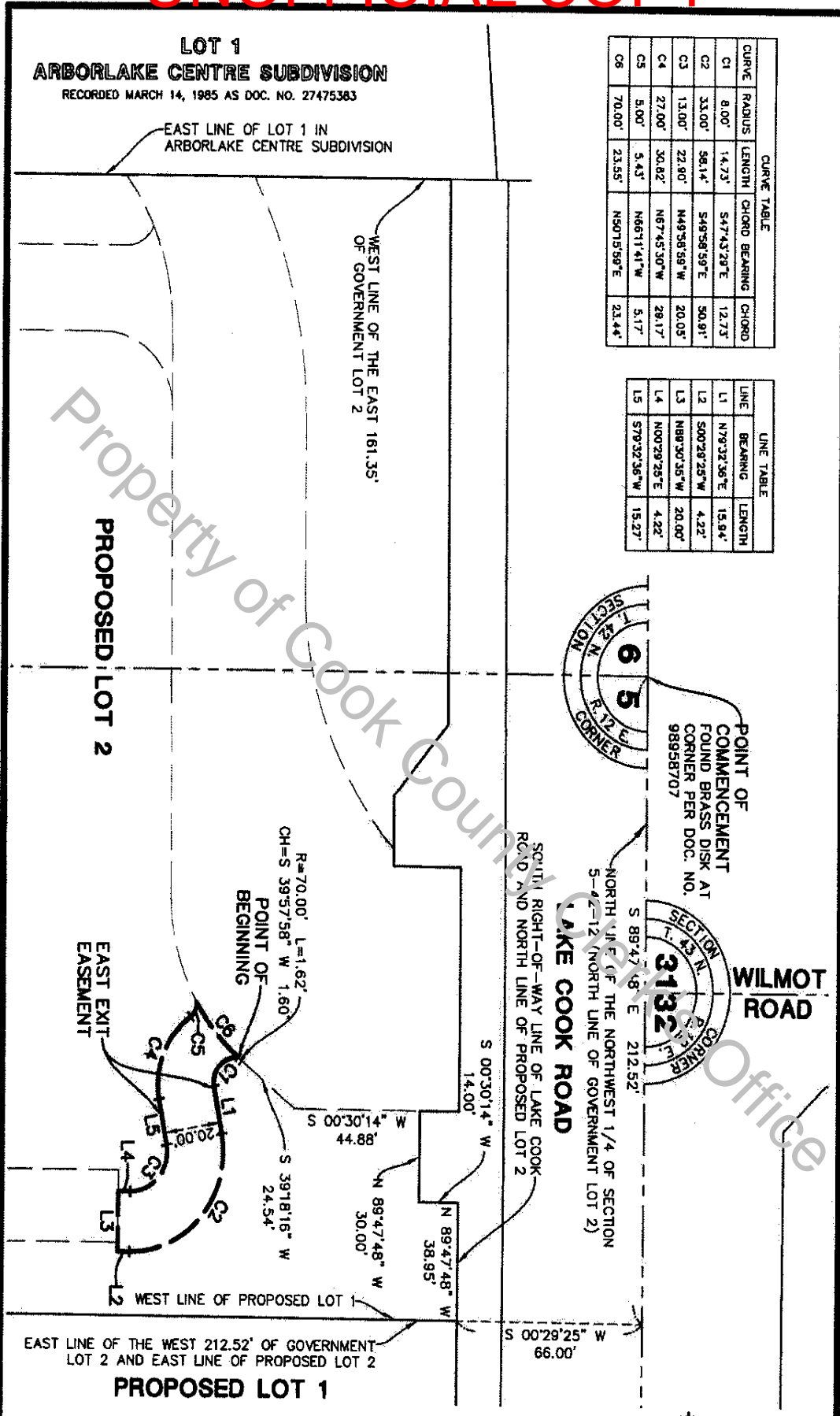
THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 8.00 FEET, AN ARC LENGTH OF 14.73 FEET, A CHORD BEARING OF SOUTH 47 DEGREES 43 MINUTES 29 SECONDS EAST AND A CHORD DISTANCE OF 12.73 FEET; THENCE NORTH 79 DEGREES 32 MINUTES 36 SECONDS EAST, A DISTANCE OF 15.94 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 33.00 FEET, AN ARC LENGTH OF 58.14 FEET, A CHORD BEARING OF SOUTH 49 DEGREES 58 MINUTES 59 SECONDS EAST AND A CHORD DISTANCE OF 50.91 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 25 SECONDS WEST, A DISTANCE OF 4.22 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 35 SECONDS WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 25 SECONDS EAST, A DISTANCE OF 4.22 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 13.00 FEET, AN ARC LENGTH OF 22.00 FEET, A CHORD BEARING OF NORTH 49 DEGREES 58 MINUTES 59 SECONDS WEST AND A CHORD DISTANCE OF 20.05 FEET; THENCE SOUTH 79 DEGREES 32 MINUTES 36 SECONDS WEST, A DISTANCE OF 15.27 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 27.00 FEET, AN ARC

UNOFFICIAL COPY

LENGTH OF 30.82 FEET, A CHORD BEARING OF NORTH 67 DEGREES 45 MINUTES 30 SECONDS WEST AND A CHORD DISTANCE OF 29.17 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 5.00 FEET, AN ARC LENGTH OF 5.43 FEET, A CHORD BEARING OF NORTH 66 DEGREES 11 MINUTES 41 SECONDS WEST AND A CHORD DISTANCE OF 5.17 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 70.00 FEET, AN ARC LENGTH OF 23.55 FEET, A CHORD BEARING OF NORTH 50 DEGREES 15 MINUTES 59 SECONDS EAST AND A CHORD DISTANCE OF 23.44 FEET TO THE POINT OF BEGINNING.

Property of Cook County Clerk's Office

UNOFFICIAL COPY



CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	8.00'	14.73'	S47°43'28"E	12.73'
C2	33.00'	58.14'	S45°58'59"E	50.81'
C3	13.00'	22.90'	N49°58'59"W	20.05'
C4	27.00'	30.82'	N67°45'30"W	28.17'
C5	5.00'	5.43'	N66°11'41"W	5.17'
C6	70.00'	23.55'	N50°15'59"E	23.44'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N79°32'36"E	15.94'
L2	S00°29'25"W	4.22'
L3	N89°30'35"W	20.00'
L4	N00°29'25"E	4.22'
L5	S79°32'36"W	15.27'

© 2012 MANHARD CONSULTING, LTD. ALL RIGHTS RESERVED



300 Woodlands Parkway, Vernon Hills, IL 60061 tel: (847) 534 5552 fax: (847) 834 0055 www.manhard.com
Civil Engineers - Surveyors - Water Resources Engineers - Water & Wastewater Engineers
Construction Managers - Environmental Scientists - Landscape Architects - Planners

PPF AMLI LAKE COOK ROAD	
DEERFIELD, ILLINOIS	
EAST EXIT EASEMENT	
PROJ. NO.: F.E.	SHEET
DRAWN BY: T.A.M.	EXHIBIT G
DATE: 08/28/13	AMDF 120796
SCALE: 1" = 40'	

Dwg Name: P:\Armdf\dwg\Final Drawings\Exhibits_Surv\AMDF-Exhibit G.dwg Updated By: tmurphy 10:35

UNOFFICIAL COPY

EXHIBIT H

Legal Description of West Frontage Road Spur Easement Area

THAT PART OF THE WEST 212.52 FEET OF THE NORTH HALF OF GOVERNMENT LOT 2 IN THE NORTHWEST QUARTER OF SECTION 5 AND THAT PART OF THE EAST 161.35 FEET AS MEASURED ALONG THE NORTH LINE OF GOVERNMENT LOT 2 IN THE NORTHEAST QUARTER OF SECTION 6, ALL IN TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS DISC FOUND AT THE NORTHEAST CORNER OF SAID SECTION 6, THENCE SOUTH 89 DEGREES 41 MINUTES 49 SECONDS WEST, ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 161.33 FEET TO A POINT ON THE WEST LINE OF THE EAST 161.35 FEET OF GOVERNMENT LOT 2 IN THE NORTHEAST QUARTER OF SAID SECTION 6, SAID LINE ALSO BEING THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 1 IN ARBORLAKE CENTRE SUBDIVISION RECORDED AS DOCUMENT NUMBER 27475383; THENCE SOUTH 00 DEGREES 28 MINUTES 47 SECONDS WEST ALONG SAID LINE, A DISTANCE OF 140.65 TO THE POINT OF BEGINNING;

THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 175.00 FEET, AN ARC LENGTH OF 81.83 FEET, A CHORD BEARING NORTH 76 DEGREES 34 MINUTES 00 SECONDS EAST AND A CHORD LENGTH OF 81.08 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 42 SECONDS EAST, A DISTANCE OF 57.10 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 175.00 FEET, AN ARC LENGTH OF 91.63 FEET, A CHORD BEARING NORTH 68 DEGREES 57 MINUTES 42 SECONDS EAST AND A CHORD LENGTH OF 89.59 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LAKE COOK ROAD; THENCE NORTH 89 DEGREES 53 MINUTES 52 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 5.69 FEET TO A BEND IN SAID LINE; THENCE NORTH 00 DEGREES 41 MINUTES 41 SECONDS EAST, CONTINUING ALONG SAID LINE, A DISTANCE OF 24.00 FEET TO A BEND IN SAID LINE; THENCE NORTH 89 DEGREES 53 MINUTES 50 SECONDS EAST, CONTINUING ALONG SAID LINE, A DISTANCE OF 43.25 FEET TO A BEND IN SAID LINE, THENCE SOUTH 89 DEGREES 47 MINUTES 48 SECONDS EAST, CONTINUING ALONG SAID LINE, A DISTANCE OF 36.69 FEET TO THE EAST LINE OF A PERMANENT EASEMENT PER DOCUMENT NUMBER 0810233012; THENCE SOUTH 00 DEGREES 30 MINUTES 14 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 58.88 FEET TO THE SOUTHEAST CORNER OF SAID PERMANENT EASEMENT; THENCE SOUTH 39 DEGREES 18 MINUTES 16 SECONDS WEST, A DISTANCE OF 24.54 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 70.00 FEET, AN ARC LENGTH OF 61.72 FEET, A CHORD BEARING OF SOUTH 64 DEGREES 33 MINUTES 44 SECONDS WEST AND A CHORD DISTANCE OF 59.74 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 11 SECONDS WEST, A DISTANCE OF 186.51 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 82.00 FEET, AN ARC LENGTH OF 53.05 FEET, A

UNOFFICIAL COPY

CHORD BEARING OF SOUTH 71 DEGREES 17 MINUTES 15 SECONDS WEST AND A CHORD DISTANCE OF 52.13 FEET, TO A POINT ON THE WEST LINE OF THE EAST 161.35 FEET OF SAID GOVERNMENT LOT 2, SAID LINE ALSO BEING THE EAST LINE OF LOT 1 IN SAID ARBORLAKE CENTRE SUBDIVISION; THENCE NORTH 00 DEGREES 28 MINUTES 47 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 45.84 FEET TO THE POINT OF BEGINNING.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT I

Legal Description of ArborLake Circulation Roads

THAT PART OF LOTS 1, 2, 3 AND 4 IN ARBORLAKE CENTRE SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 5 AND THE NORTHEAST QUARTER OF SECTION 6, ALL IN TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 14, 1985 AS DOCUMENT NUMBER 27475383, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

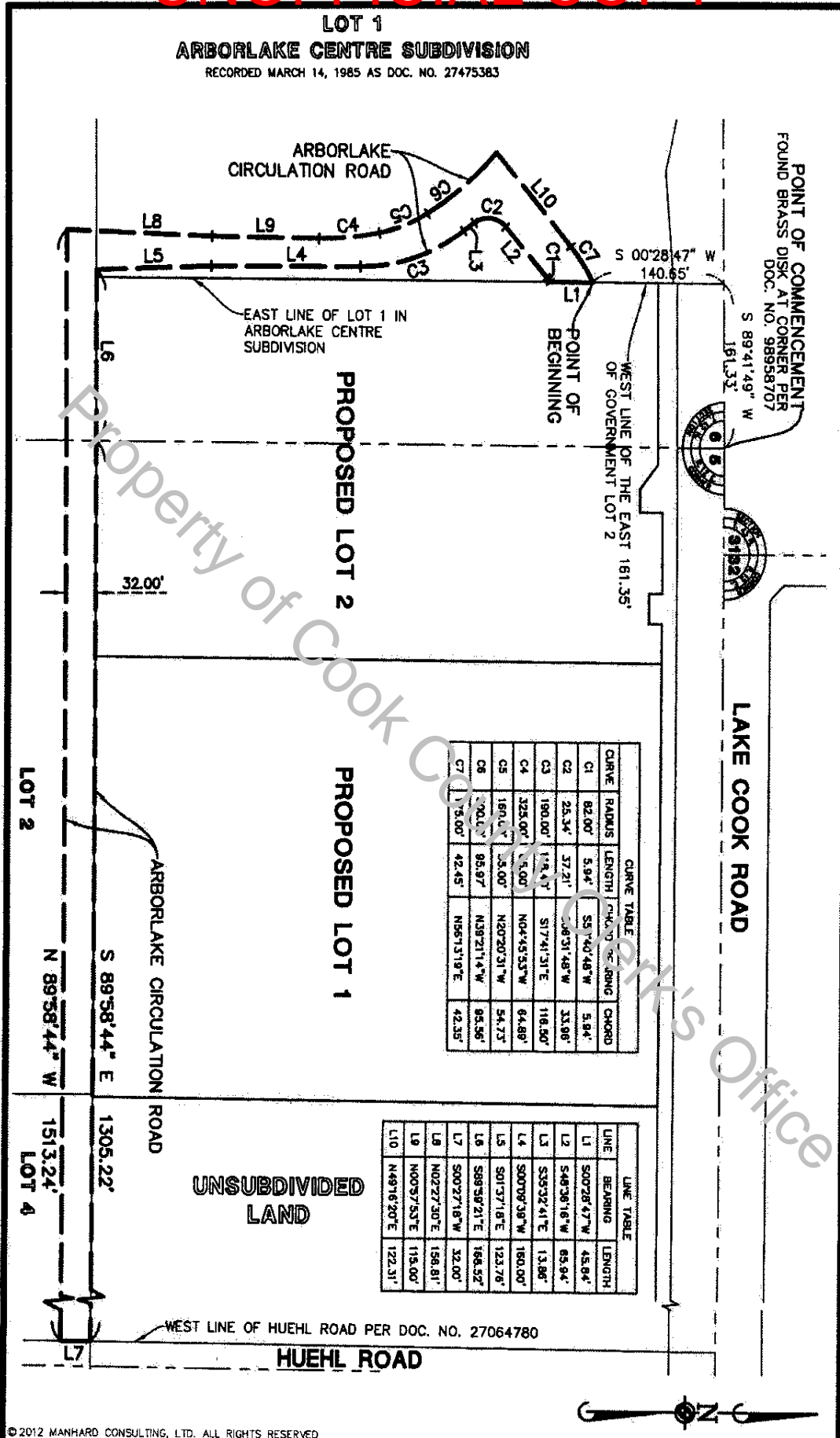
COMMENCING AT A BRASS DISC FOUND AT THE NORTHEAST CORNER OF SAID SECTION 6, THENCE SOUTH 89 DEGREES 41 MINUTES 49 SECONDS WEST, ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 161.33 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 1 IN SAID ARBORLAKE CENTRE SUBDIVISION; THENCE SOUTH 00 DEGREES 28 MINUTES 47 SECONDS WEST ALONG SAID LINE A DISTANCE OF 140.65 TO THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 28 MINUTES 47 SECONDS WEST, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 45.84 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 82.00 FEET, AN ARC LENGTH OF 5.94 FEET, A CHORD BEARING OF SOUTH 50 DEGREES 40 MINUTES 48 SECONDS WEST AND A CHORD DISTANCE OF 5.94 FEET; THENCE SOUTH 48 DEGREES 36 MINUTES 16 SECONDS WEST, A DISTANCE OF 65.94 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 25.34 FEET, AN ARC LENGTH OF 37.21 FEET, A CHORD BEARING OF SOUTH 6 DEGREES 31 MINUTES 48 SECONDS WEST AND A CHORD DISTANCE OF 33.96 FEET; THENCE SOUTH 35 DEGREES 32 MINUTES 41 SECONDS EAST, A DISTANCE OF 13.86 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 190.00 FEET, AN ARC LENGTH OF 118.40 FEET, A CHORD BEARING OF SOUTH 17 DEGREES 41 MINUTES 31 SECONDS EAST AND A CHORD DISTANCE OF 116.50 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 39 SECONDS WEST, A DISTANCE OF 160.00 FEET; THENCE SOUTH 01 DEGREES 37 MINUTES 18 SECONDS EAST A DISTANCE OF 123.76 FEET TO A POINT ON THE NORTH LINE OF LOT 2 IN SAID ARBORLAKE CENTRE SUBDIVISION; THENCE SOUTH 89 DEGREES 59 MINUTES 21 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 168.52 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6, THENCE SOUTH 89 DEGREES 58 MINUTES 44 SECONDS EAST, CONTINUING ALONG SAID NORTH LINE AND ALONG THE NORTH LINE OF LOT 4 IN SAID ARBORLAKE CENTRE SUBDIVISION, A DISTANCE OF 1305.22 FEET TO A POINT ON THE EAST LINE OF SAID LOT 4, SAID POINT ALSO BEING ON THE WEST LINE OF HUEHL ROAD PER DOCUMENT NUMBER 27064780; THENCE SOUTH 00 DEGREES 27 MINUTES 18 SECONDS WEST, ALONG SAID LINE, A DISTANCE OF 32.00 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 44 SECONDS WEST, PARALLEL TO THE NORTH LINE OF SAID LOTS 2 AND 4, A DISTANCE OF 1513.24 FEET; THENCE NORTH 02 DEGREES 27 MINUTES 30 SECONDS EAST, A DISTANCE OF 156.81 FEET; THENCE NORTH 00 DEGREES 57

UNOFFICIAL COPY

MINUTES 53 SECONDS EAST, A DISTANCE OF 115.00 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 325.00 FEET, AN ARC LENGTH OF 65.00 FEET, A CHORD BEARING OF NORTH 04 DEGREES 45 MINUTES 53 SECONDS WEST AND A CHORD DISTANCE OF 64.89; THENCE NORTHERLY ALONG A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 160.00 FEET, AN ARC LENGTH OF 55.00 FEET, A CHORD BEARING OF NORTH 20 DEGREES 20 MINUTES 31 SECONDS WEST AND A CHORD DISTANCE OF 54.73 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 300.00 FEET, AN ARC LENGTH OF 95.97 FEET, A CHORD BEARING OF NORTH 39 DEGREES 21 MINUTES 14 SECONDS WEST AND A CHORD DISTANCE OF 95.56 FEET; THENCE NORTH 49 DEGREES 16 MINUTES 20 SECONDS EAST, A DISTANCE OF 122.31 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 175.00 FEET, AN ARC LENGTH OF 42.45, A CHORD BEARING OF NORTH 56 DEGREES 13 MINUTES 19 SECONDS EAST AND A CHORD DISTANCE OF 42.35 FEET, TO THE POINT OF BEGINNING.

UNOFFICIAL COPY



© 2012 MANHARD CONSULTING, LTD. ALL RIGHTS RESERVED

Manhard

CONSULTING LTD

800 Woodside Parkway, Vernon Hills, IL 60061 tel: (847) 634 5950 fax: (847) 634 0895 www.manhard.com
Civil Engineers - Surveyors - Water Resources Engineers - Water & Wastewater Engineers
Construction Managers - Environmental Scientists - Landscape Architects - Planners

PPF AMLI LAKE COOK ROAD	
DEERFIELD, ILLINOIS	
ARBORLAKE CIRCULATION ROAD	
PROJ. NO.: FF DRAWN BY: T.A.M. DATE: 08/28/13 SCALE: 1" = 120'	SHEET EXHIBIT 1 AMDF 120796

Dwg Name: P:\amdf\dwg\Surv\Final Drawings\Exhibits\Surv\AMDF-Exhibit 1.dwg Updated By: tmurphy


UNOFFICIAL COPY

EXHIBIT J

Depiction of Existing Frontage Road

[Attachment]

Property of Cook County Clerk's Office



UNOFFICIAL COPY

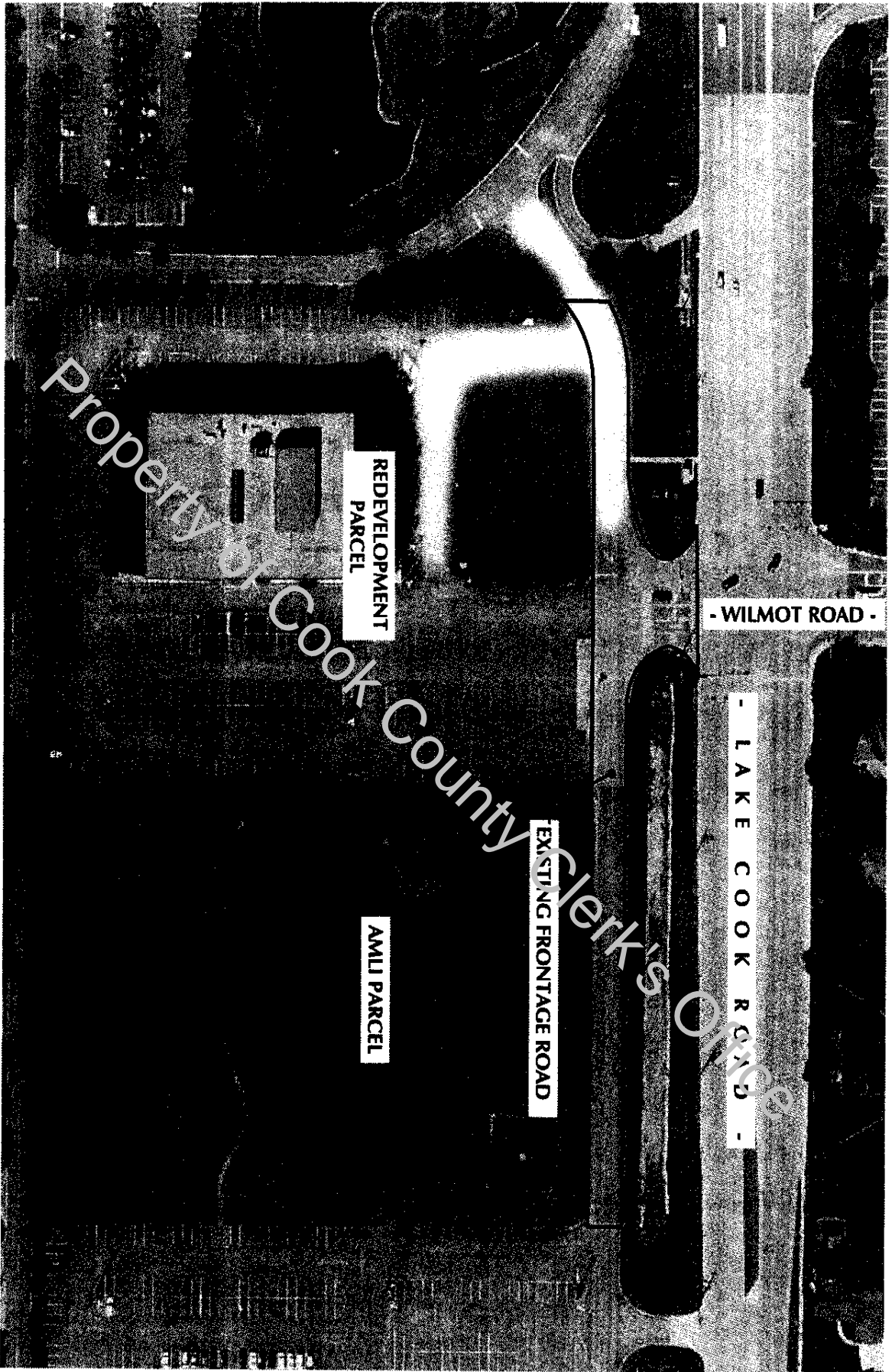


EXHIBIT J
 DEPICTION OF
 EXISTING
 FRONTAGE ROAD

UNOFFICIAL COPY

EXHIBIT K

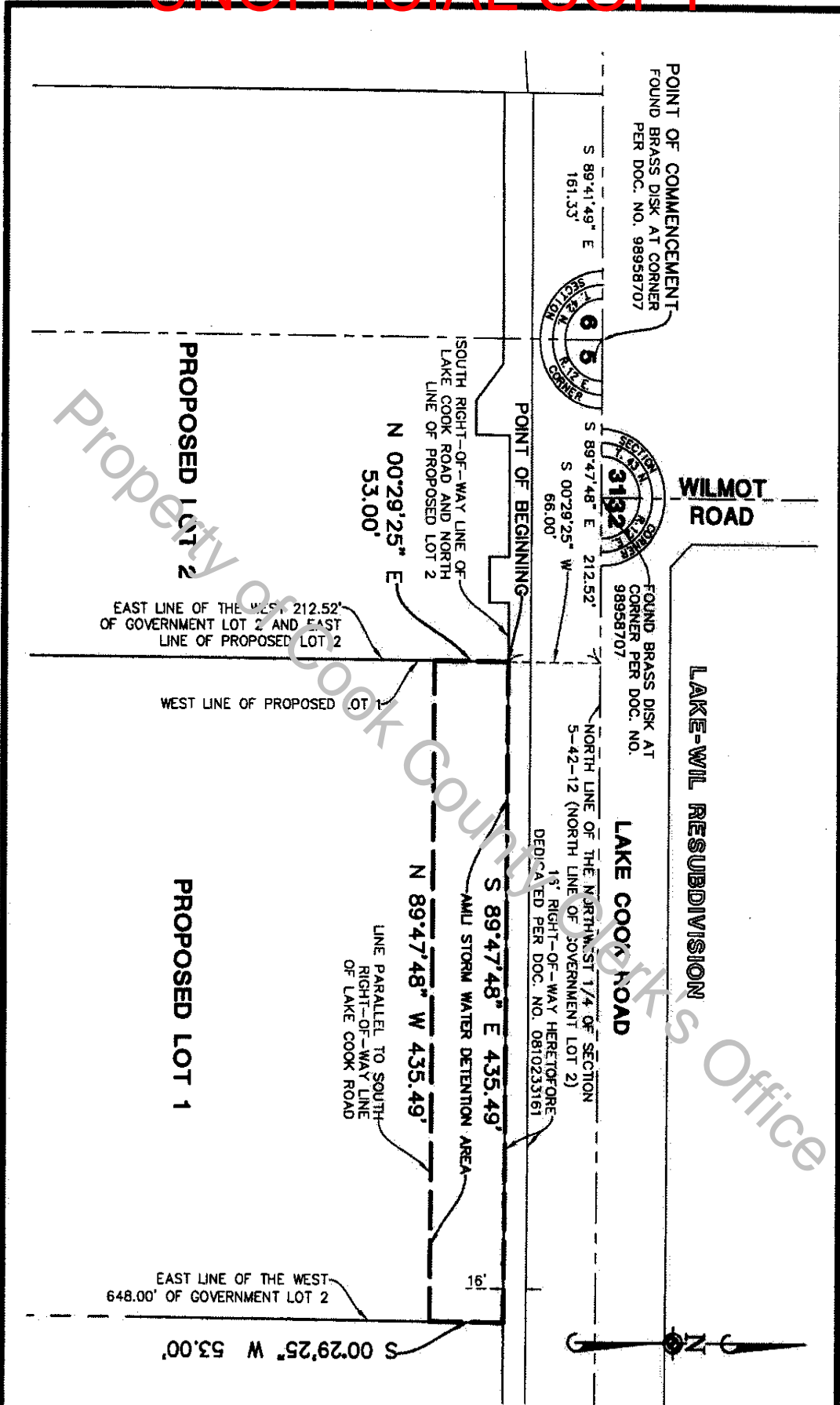
Legal Description of AMLI Parcel Stormwater Detention Easement Area

THAT PART OF THE WEST 648.00 FEET OF THE NORTH HALF OF GOVERNMENT LOT 2 (EXCEPT THE WEST 212.52 FEET THEREOF) IN THE NORTHWEST QUARTER OF SECTION 5, IN TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS DISC FOUND AT THE NORTHEAST CORNER OF SAID SECTION 6, THENCE SOUTH 89 DEGREES 47 MINUTES 48 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 5, A DISTANCE OF 212.52 FEET TO THE EAST LINE OF THE WEST 212.52 FEET OF SAID GOVERNMENT LOT 2; THENCE SOUTH 00 DEGREES 29 MINUTES 25 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 66.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LAKE COOK ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 47 MINUTES 48 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 435.49 FEET TO THE EAST LINE OF THE WEST 648.00 FEET OF SAID GOVERNMENT LOT 2; THENCE SOUTH 00 DEGREES 29 MINUTES 25 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 53.00 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 48 SECONDS WEST, ALONG A LINE PARALLEL TO SAID SOUTH RIGHT-OF-WAY LINE OF LAKE COOK ROAD, A DISTANCE OF 435.49 FEET TO THE EAST LINE OF THE WEST 212.52 FEET OF SAID GOVERNMENT LOT 2; THENCE NORTH 00 DEGREES 29 MINUTES 25 SECONDS EAST, A DISTANCE OF 53.00 FEET TO THE POINT OF BEGINNING.

UNOFFICIAL COPY



© 2012 MANHARD CONSULTING, LTD. ALL RIGHTS RESERVED

Manhard
CONSULTING LTD

800 Woodlands Parkway, Vernon Hills, IL 60061 tel: (847) 634 5550 fax: (847) 634 0085 www.manhard.com
Civil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

PPF AMLI LAKE COOK ROAD	
DEERFIELD, ILLINOIS	
AML I STORM WATER DETENTION AREA	
PROJ. NO.: FF	SHEET
DRAWN BY: T.M.	EXHIBIT K
DATE: 11/25/13	
SCALE: 1"=50'	
AMDF 120796	

Dwg Name: P:\Amdf\dwg\Surv\Final Drawings\Exhibits\Surv\AMDF-Exhibit K.dwg Updated By: tmurphy 13: 51

UNOFFICIAL COPY

EXHIBIT L

Legal Description of Redevelopment Parcel Stormwater Detention Easement Area

THAT PART OF THE WEST 648.00 FEET OF THE NORTH HALF OF GOVERNMENT LOT 2 (EXCEPT THE WEST 212.52 FEET THEREOF) IN THE NORTHWEST QUARTER OF SECTION 5, IN TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS DISC FOUND AT THE NORTHEAST CORNER OF SAID SECTION 6, THENCE SOUTH 89 DEGREES 47 MINUTES 48 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 5, A DISTANCE OF 212.52 FEET TO THE EAST LINE OF THE WEST 212.52 FEET OF SAID GOVERNMENT LOT 2; THENCE SOUTH 00 DEGREES 29 MINUTES 25 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 66.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LAKE COOK ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 29 MINUTES 25 SECONDS WEST, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 53.00 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 48 SECONDS WEST, ALONG A LINE PARALLEL TO SAID SOUTH RIGHT-OF-WAY LINE OF LAKE COOK ROAD, A DISTANCE OF 55.00 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 25 SECONDS EAST, A DISTANCE OF 39.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LAKE COOK ROAD; THENCE SOUTH 89 DEGREES 47 MINUTES 48 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 16.04 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 14 SECONDS EAST, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 14.00 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 48 SECONDS EAST, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 38.95 FEET TO THE POINT OF BEGINNING.

UNOFFICIAL COPY

SCHEDULE 1

AMLJ Prepared Approved Plans

Drawing No.	Sheet Title	Date/Last Revision	
Landscape Drawings Prepared by Teska Associates, Inc.			
L1.0	General Landscape Notes	8/23/2013	
SCP-1	Site Context Plan	8/23/2013	
SP-1	Illustrative Site & Landscape Plan	8/23/2013	
SP-2	Site Plan w/Data Table	8/23/2013	
L2.0	Tree Protection & Fencing Plan	8/23/2013	
L3.0	North Hardscape Layout Plan	8/23/2013	
L3.1	South Hardscape Layout Plan	8/23/2013	
L4.0	North Landscape Planting Plan	8/23/2013	
L4.1	South Landscape Planting Plan	8/23/2013	
L4.2	Planting Schedule	8/23/2013	
L5.0	Courtyard & Patio Hardscape Detail	8/23/2013	
L5.1	Site Details	8/23/2013	
L5.2	Offsite Improvements Plan	8/23/2013	
Civil Drawings Prepared by Manhard Consulting, Ltd.			
1 of 16	Civil Cover Sheet	8/22/2013	
2 of 16	Index of Sheets	8/22/2013	
3 of 16	Existing Conditions and Demolition Plan	8/22/2013	
4 of 16	Site Dimensional & Paving Plan - North	8/22/2013	
5 of 16	Site Dimensional & Paving Plan - South	8/22/2013	
6 of 16	Grading Plan - North	8/22/2013	
7 of 16	Grading Plan - South	8/22/2013	9/23/2013
8 of 16	Utility Plan - North	8/22/2013	9/23/2013
9 of 16	Utility Plan - South	8/22/2013	
10 of 16	Plan and Profile - Sanitary Sewer	8/22/2013	
11 of 16	Off-Site Improvements	8/22/2013	
12 of 16	Soil Erosion Control Plan	8/22/2013	
13 of 16	Soil Erosion and Sedimentation Control Details	8/22/2013	
14 of 16	Construction Details	8/22/2013	
15 of 16	Construction Details (Village of Deerfield Details)	8/22/2013	
16 of 16	Construction Specifications	8/22/2013	

NOTE: The Landscape Drawings and Civil Drawings above are subject to that certain Overall Landscape Plan prepared by Teska Associates Inc. dated 8/23/13 and last revised 11/26/13 (the "November 26 Revision") including without limitation with respect to the cross-walks between the AMLI Parcel and Redevelopment Parcel shown on the November 26 Revision.