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Prepared by and  
After Recording Return To:

Greenberg Traurig, LLP  
77 West Wacker Drive, Suite 3100  
Chicago, IL 60601  
Attn: Michael J. Baum



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Karen A. Yarbrough  
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## EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this "Agreement") is made as of this 20 day of December, 2013 by and between FEDERAL-MOGUL VEHICLE COMPONENT SOLUTIONS, INC., a Delaware corporation ("Grantor"), and NRG TOUHY MCCORM CK, LLC, an Illinois limited liability company ("Grantee").

### Background

- (a) Grantor is the fee simple owner of certain land located in the City of Skokie, County of Cook, State of Illinois as more particularly described on Exhibit A attached hereto and made a part hereof (the "Grantor Parcel").
- (b) Grantee is the fee simple owner of certain land located in the City of Skokie, County of Cook, State of Illinois as more particularly described on Exhibit B attached hereto (the "Grantee Parcel") and made a part hereof, which is directly adjacent to the Grantor Parcel and upon which Grantee desires to develop, construct and otherwise operate commercial improvements.
- (c) In order to facilitate access to the Grantee Parcel and the improvements located thereon, Grantor has agreed to grant Grantee a non-exclusive, irrevocable, perpetual easement upon, over, above, under and across the specific portion of the Grantor Parcel as shown on Exhibit C attached hereto and described on Exhibit D attached hereto (the "Easement Parcel") for the passage of vehicles and pedestrians and the other specific purposes as described herein.

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## Terms

NOW, THEREFORE, for and in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The parties acknowledge that the recitals set forth above are true and correct and are hereby incorporated into the body of this Agreement.

2. Definitions. For purposes hereof:

(a) The term "Grantor" shall include any and all successors or assigns of Grantor as the owner or owners of fee simple title to all or any portion of the Grantor Parcel whether by sale, assignment, inheritance, operation of law, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on the Grantor Parcel unless and until such holder becomes the record owner thereof.

(b) The term "Grantee" shall include any and all successors or assigns of Grantee as the owner or owners of fee simple title to all or any portion of the Grantee Parcel whether by sale, assignment, inheritance, operation of law, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on the Grantee Parcel unless and until such holder becomes the record owner thereof.

(c) The term "Grantee's Permittees" shall mean the owners, tenants or occupants of the Grantee Parcel, and the respective employees, agents, contractors, customers, guests, invitees and licensees of (i) Grantee and (ii) such tenants or occupants.

(d) The term "Grantor's Permittees" shall mean the owners, tenants or occupants of the Grantor Parcel, and the respective employees, agents, contractors, customers, guests, invitees and licensees of (i) Grantor and (ii) such tenants or occupants.

3. Grant of Easements. For and in consideration of Three Hundred Thousand and No/100 Dollars (\$300,000.00) (the "Consideration") and other good and valuable consideration, Grantor hereby grants Grantee and Grantee's Permittees: a non-exclusive, irrevocable, perpetual easement upon, over, above, under and across the Easement Parcel so as to provide for the ingress, egress and/or other passage of vehicles and pedestrians to and from Grantee's Parcel to and from the public right-of-way commonly known as North McCormick Boulevard; and

(b) a non-exclusive, irrevocable, perpetual easement upon, over, under and across the Easement Parcel for the construction, improvement, maintenance (to the extent required pursuant to the terms hereof) and other alteration of the roadway currently or hereafter located within the Easement Parcel, in accordance with the provisions of this Agreement.

4. Term of Easement. This Agreement shall be effective commencing upon the execution by both Grantor and Grantee of this Agreement and shall continue in perpetuity, unless this Agreement is modified, amended, canceled or terminated as set forth herein.

5. Maintenance of the Easement Parcel. Grantor shall have no repair, replacement or maintenance obligations of any kind. Grantee agrees, at its sole cost subject to the terms of this Section 5, to keep the Easement Parcel and any improvements located thereon, including, without limitation, any roadway, in good repair and condition, which maintenance, repair or improvement activities shall include, but not be limited to, the prompt repair of all pot holes, snow and ice removal, curb cuts, drainage, lane lines,

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landscaping, street lighting and signage. All maintenance activities shall be completed as to interfere as little as practicable with the rights of Grantor and Grantor's Permittees to use the Easement Parcel and the Grantor's Parcel. Grantee shall pay all costs for the services performed pursuant to this Section 5. In the event Grantee fails to maintain the Easement Parcel as required by this Section 5, Grantor, in addition to, and not in substitution for any other rights or remedies on account of such failure as set forth in Section 11 hereof, may (but shall have no obligation to) elect to so maintain, repair or otherwise improve the Easement Parcel itself, provided that Grantor shall have first provided notice of such failure to Grantee specifying the nature of such failure and the Grantee shall not have remedied such failure within thirty (30) days after the provision of such notice to Grantee. Payments not made on amounts due for such maintenance, repair or improvement within thirty (30) days of the delivery of an invoice for same shall accrue interest at the rate of four percent (4%) over the "prime rate" per annum announced by JPMorgan Chase Bank (or its successor) as of the date of default.

Notwithstanding the foregoing, in the event the negligence of Grantor or Grantor's Permittees damages the Easement Parcel or any improvement thereon, Grantor shall either repair such damage at its cost or authorize Grantee to do so on its behalf at a cost approved by Grantor. In the event (a) Grantor fails to make such election within ten (10) business after receipt from Grantee of a written notice and all necessary information, or (b) the Grantor has elected to make the repairs but has failed to do so within thirty (30) days thereafter (or such longer period of time as required by the nature of the work, the weather conditions and such other events outside of the Grantor's control), then the Grantee may undertake the repairs and the Grantor shall promptly reimburse Grantee from the reasonable cost thereof following receipt of written notice from Grantee describing any maintenance performed by Grantee as a result of actions directly attributable to Grantor or Grantor's Permittees. Upon the request of Grantor, Grantee shall send to Grantor paid receipts and invoices supporting the full payment of all maintenance costs required to be reimbursed by Grantor.

6. Obligations of Grantee. In making use of the Easement Parcel and in the performance of the work which Grantee is authorized to perform within the Easement Parcel, Grantee covenants that it shall:

- A. Subject to Section 5 hereof, pay, or cause a third party to pay, all costs, expenses and fees in connection with its use of the Easement Parcel, including without limitation, all costs of installation, maintenance, inspection, repair and replacement of the roads, curbs, signs and other improvements existing or installed by Grantee;
- B. Obtain all governmental permits, approvals and consents that may be required or prudent to be obtained in connection with use of the Easement Parcel;
- C. Use the Easement Parcel and perform and complete all work in accordance with good engineering practices and in compliance with all applicable laws, statutes, ordinances, and governmental rules, regulations, and requirements now in force or that may become in force;
- D. Use its commercially reasonable and prudent efforts to provide for the safety and convenience of all persons using the Easement Parcel and Grantor's Parcel;
- E. After the performance of any work in connection with the Easement Parcel, promptly replace and restore, at Grantee's sole cost and expense, such area and/or improvements on the Grantor's Parcel disturbed or damaged by such work (including, without limit, paving, parking lots, utility lines, landscaping and any other improvements located on or under the Easement Parcel) to the condition of such area and/or improvements before the performance of that work;

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- F. At Grantor's request, to the extent Grantee installs any underground facilities in or under the Easement Parcel, Grantee shall mark on the surface of the Easement Parcel the exact location of Grantee's actual or anticipated underground facilities;
- G. Following initial installations, raise or lower manhole and/or manhole castings, as necessary, to conform to the elevation of the ground, parking area, driveway, or road surfaces in which they are located;
- H. Following initial installations, regularly inspect, and, at all times, maintain Grantee's improvements, facilities and related equipment in good order and repair and in proper operating condition; and
- I. Not generate, manufacture, refine, use, treat, store, handle, mix, dispose, or spill any Hazardous Substances in violation of any Environmental Law on the Easement Parcel or Grantor's Parcel. As used herein "Hazardous Materials" shall mean any hazardous or toxic substance as defined in or regulated by any Environmental Law in effect at the pertinent date or dates. For the purposes of this Agreement, "Environmental Law" means any legal requirement in effect at the pertinent date or dates pertaining to (a) the protection of health, safety, and the indoor or outdoor environment, (b) the conservation, management, protection or use of natural resources and wildlife, (c) the protection or use of source water and groundwater, (d) the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, release, threatened release, abatement, removal, remediation or handling of, or exposure to, any Hazardous Material or (e) pollution (including any release to air, land, surface water, and groundwater); and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 USC §§9601 *et seq.*, Solid Waste Disposal Act, as amended by the Resource Conservation Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 USC §§6901 *et seq.*, Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 USC §§1251 *et seq.*, Clean Air Act of 1966, as amended, 42 USC §§7401 *et seq.*, Toxic Substances Control Act of 1976, 15 USC §§2601 *et seq.*, Hazardous Materials Transportation Act, 49 USC App. §§1801, Occupational Safety and Health Act of 1970, as amended, 29 USC §§651 *et seq.*, Oil Pollution Act of 1990, 33 USC §§2701 *et seq.*, Emergency Planning and Community Right-to-Know Act of 1986, 42 USC App. §§11001 *et seq.*, National Environmental Policy Act of 1969, 42 USC §§4321 *et seq.*, Safe Drinking Water Act of 1974, as amended by 42 USC §§300(f) *et seq.*, and any similar, implementing or successor law, any amendment, rule, regulation, order or directive, issued thereafter.

7. Interference/Clean-Up Activities. Grantee covenants and agrees that Grantee shall use Grantee's best efforts to avoid causing any damage to, or material interference with, any improvements on the Grantor's Parcel and to minimize any disruption or inconvenience to Grantor and any person who occupies Grantor's Parcel. Grantee further covenants and agrees that after completion of any work authorized under this Agreement, the Grantee, at Grantee's sole cost and expense, shall promptly remove all debris, garbage, surplus dirt, construction equipment and materials located on the Grantor's Parcel relating to Grantee's work on the Easement Parcel.

8. Construction. Pursuant to the terms of this Agreement and the easement rights granted herein, Grantee may construct, pave, relocate, install, landscape and replace the roadway and any portion thereof located in the Easement Parcel, at Grantee's sole cost and expense (the "Construction Activities"). Once constructed, all such improvements will be deemed part of the Grantor's Parcel and shall be owned by Grantor, without compensation to Grantee. Prior to commencing any Construction Activities, Grantee

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must obtain Grantor's written approval of the plans and specifications for the work to be performed which such approval shall not be unreasonably withheld or conditioned (as approved in writing by Grantor, collectively the "Plans"). Grantor shall respond to Grantee's written request to approve the plans within ten (10) business days. If Grantor does not respond to Grantee's request during such 10 business day period, then Grantee shall send Grantor a second written request. In the event the Grantor does not respond to Grantee's second written request within five (5) days after receipt, then the plans shall be deemed approved by Grantor. Grantor's approval or deemed approval of the Plans shall not impose any liability on Grantor or constitute a representation or warranty as to accuracy or completeness of the Plans. The work shall be completed substantially in accordance with the Plans. The Plans shall not be materially modified without the approval of the Grantor. Grantee will diligently pursue the Construction Activities to completion and in compliance with all applicable statutes, laws, ordinances, rules, and regulations. All work with respect to any Construction Activities must be done in a good and workmanlike manner and in accordance with the terms of Sections 6 and 7 of this Agreement. Grantee shall have the work performed in such manner as not to unreasonably obstruct the business operations of Grantor. Grantee shall, and shall cause all contractors performing the Construction Activities, to procure and maintain comprehensive general liability insurance in an amount and from an insurer as is commercially reasonable to Grantor in connection with the Construction Activities, which shall name Grantor as an additional insured party. Evidence of such insurance shall be provided to Grantor prior to commence of the Construction Activities. Upon completion of any Construction Activities, Grantee shall (i) provide reasonable evidence that all of the Construction Activities have been completed without any creation of any reported liens, and (ii) deliver to the Grantor a non-reducible copy of the "as built" drawings.

9. **Indemnification.** Grantee hereby agrees to indemnify, defend and save Grantor and the Grantor's Permittees harmless from and against any and all suits, claims, liabilities, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees and expert witness fees) which may be imposed upon, asserted against or incurred by the Grantor or any of the Grantor's Permittees as a result of (i) Grantee's (or any one claiming by or through Grantee, including without limit, any Grantee's Permittees) use of the Easement Parcel or the Grantor's Parcel, (ii) any injury or death to person or damage to property arising from or in any manner relating to the exercise by Grantee of its rights or privileges granted hereunder, and/or (iii) Grantee's failure to comply with or breach of any of the covenants, terms, or conditions of this Agreement; except to the extent any of the foregoing is caused by the gross negligence or willful misconduct of Grantor or Grantor's Permittees. Grantor hereby agrees to indemnify and save Grantee harmless from and against any and all suits, claims, liabilities, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) relating to any intentional breach by Grantor or grossly negligent or willful conduct which causes a breach by Grantor of the covenants, agreements, terms and conditions of this Agreement.

10. **Modifications to Agreement.** Neither this Agreement nor any provision hereof may be modified or amended except with the written consent of Grantor and Grantee and no modification or amendment shall be effective until it has been signed by both Grantor and Grantee.

11. **Remedies and Enforcement.** In the event of a breach or threatened breach by Grantor or Grantee of any of the terms, covenants, restrictions or conditions hereof, Grantor or Grantee, as the case may be, shall be entitled forthwith to full and adequate relief by injunction and all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due, payment of direct, indirect and consequential damages suffered by or incurred by Grantor or Grantee, as the case may be, and/or specific performance; provided, that in no event shall Grantor have the right to terminate the easement rights granted herein or Grantee's rights hereunder to use and enjoy the Easement Parcel. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.



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12. **Insurance.** Grantee shall at all times maintain (i) commercial general liability insurance with broad form general liability coverage or its equivalent covering claims for personal injury, bodily injury or property damage which are (a) in or on the Easement Parcel (including contractual liability coverage covering the indemnity obligations created by this Agreement), and (b) directly arising out of use of the Easement Parcel by Grantee or Grantee's Permittees, in no event less than \$5,000,000 for each occurrence combined single limit, and (ii) comprehensive automobile liability insurance covering against any losses arising out of liability for personal injuries or deaths of persons and property damage occurring in or about the Easement Parcel in the amount of not less than \$5,000,000, combined single limit. Such insurance shall be primary in the event Grantor carries insurance covering the same loss. All policies of the insurance provided for in Section 12 shall be issued in form reasonably acceptable to Grantor by insurance companies with a rating of not less than "A-," and financial size of not less than Class X, as established in the most current available "Best's Insurance Reports", and licensed to do business in the State of Illinois. A certificate of the insurance shall be delivered to Grantor on the date of this Agreement and thereafter within ten (10) days prior to the expiration of each such policy. The Grantee's insurance policies shall contain a provision that the insurer will give to Grantor and such other parties in interest at least ten (10) days' notice in writing in advance of any cancellation, termination or lapse of the insurance. In the event that Grantee shall fail to carry and maintain the insurance coverages set forth in this Section 12, Grantor may upon ten (10) days' notice to Grantee (unless such coverages will lapse in which event no such notice shall be necessary) procure such policies of insurance and Grantee shall promptly reimburse Grantor therefor.

13. **No Rights in Public.** Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Grantor Parcel.

14. **Notices.** Any notice to be given by any party under this Agreement shall be given in writing and delivered in person or forwarded by certified or registered mail, postage prepaid, return receipt requested, sent via facsimile or via overnight delivery at the address indicated below, unless the party giving such notice has been notified, in writing, of a change of address.

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To Grantor:

Federal-Mogul  
26555 Northwestern Highway  
Southfield, MI 48033  
Attention: Edward J. O'Neill  
Facsimile No.: (248) 354-9281

With a copy to

Bodman PLC  
201 W. Big Beaver Road, Suite 500  
Troy, Michigan 48084  
Attn: Andrew Spilkin

To Grantee:

c/o Centram Partners, LLC  
225 W. Hubbard, 4<sup>th</sup> Floor  
Chicago, Illinois 60610  
Attn: Graham Palmer  
Facsimile: (312) 832 2525

with a copy to:

Greenberg Traurig, LLP  
77 W. Wacker Drive, Suite 3100  
Chicago, Illinois 60601  
Attn: Michael Baum  
Facsimile: (312) 456-8435

Any such notice shall be deemed effective on the date on which such notice is delivered or on the date delivery is refused.

15. Covenants to Run With the Land. The terms, provisions, and easements provided in this Agreement shall inure to the benefit of and be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto. The covenants, agreements and easements contained in this Agreement shall be deemed to run with, burden the Grantor Parcel, and benefit the Grantee Parcel. Without limiting the foregoing, if any owner of the Grantor Parcel or the Grantee Parcel sells or transfers all or any portion of its interest in the Grantor Parcel or the Grantee Parcel, respectively, Grantor or Grantee, respectively, shall, upon the sale and conveyance of title, be released and discharged from all of its obligations as owner in connection with the property sold or transferred by it arising under this Agreement after the sale and conveyance of title but shall remain liable for all obligations arising under this Agreement prior to the sale and conveyance of title. The new owner of the Grantor Parcel or the Grantee Parcel, respectively, or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all obligations arising under this Agreement with respect to the Grantor Parcel or the Grantee Parcel, respectively, or respective portion thereof after the date of sale and conveyance of title. Provided, however, for the avoidance of doubt, upon the subdivision of any portion of the Grantee Parcel, Grantee's right and duties and obligations hereunder shall extend to any owner of property located within the Grantee Parcel; provided, the initial Grantor hereunder shall remain

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liable for the obligations set forth in Section 5 until such time as all of the Grantee Parcel has been conveyed (in which event, the party purchasing the largest portion of Grantee Parcel shall assume the obligations under Section 5).

16. **Fee Simple Title.** It is hereby expressly agreed that this grant is of easements only and that fee simple title to the Grantor Parcel shall and does remain in Grantor.

17. **Severability.** If any provision of this Agreement or any application thereof to any person or circumstances shall to any extent be determined to be invalid, inoperative, or unenforceable, the remainder of this Agreement and the application of that provision to any other persons or circumstances shall not be affected thereby and the remainder of this Agreement shall be given effect as if the invalid, inoperative, or unenforceable provision had not been included and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. **Liens.** Grantee has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by Grantee, operation of law or otherwise, to attach to or be placed upon Grantor's title or interest in the Grantor Parcel located on the Grantor Parcel or any other portion of the Grantor Parcel, and any and all liens and encumbrances created by Grantee shall attach to Grantee interest only. Grantee shall not cause or permit any mechanics or materialmen liens to attach to or be placed upon the Grantor Parcel or any other portion of the Grantor Parcel.

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

20. **Headings.** Headings are inserted for convenience only and are not intended to be part of this Agreement or in any way to define, limit, or describe the scope and intent of the paragraphs.

21. **Governing Law.** The laws of the State of Illinois shall govern the interpretation, validity, performance, and enforcement of this Agreement.

22. **Attorneys' Fees.** In the event either Grantor or Grantee shall institute any action or proceeding against the other relating to the provisions of this Agreement, or any default hereunder, then, in that event, the unsuccessful party in such action or proceeding agrees to reimburse the successful party for the reasonable expenses of such action including reasonable attorneys' fees incurred therein by the successful party.

23. **Time of Essence.** Time is of the essence of this Agreement.

24. **Use.** Neither Grantor nor Grantee shall install any improvements or other structures on the Easement Parcel which may interfere with access, ingress or egress to the balance of the Grantor's Parcel or the Grantee's rights granted hereunder, except for signage and landscaping consistent with the signage and landscaping located on the Grantee Parcel and approved by Grantor as part of the Plans (as defined above).

25. **Abandonment.** If Grantee has ceased to use the Easement Parcel for construction or any other use permitted hereunder for a continuous period of two (2) years (the "Cessation Date"), and there is no evidence on the Easement Parcel that Grantee is completing any construction on the Easement Parcel or using the Easement Parcel pursuant to the terms hereof, Grantor may deliver written notice to Grantee requesting information regarding Grantee's use of the Easement Parcel and Grantee must respond to such notice within ninety (90) days of its receipt thereof (the "Initial Notice"). In the event Grantee does not respond to the Initial Notice within such 90-day period, Grantor may deliver a second written notice to



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Grantee requesting information regarding Grantee's use of the Easement Parcel and Grantee must respond to such notice within ninety (90) days of its receipt of such notice (the "Final Notice"). In the event that Grantee does not respond to the Final Notice within such 90-day period, then Grantor may terminate this Agreement and request that Grantee execute and acknowledge a quitclaim deed in form and substance satisfactory to Grantor. If Grantee fails to timely deliver an appropriate quitclaim deed to Grantor in accordance with the terms hereof, Grantor may place of record in the applicable property records, an affidavit that abandonment has taken place and such notice has been properly given. Unless Grantee places of record in the applicable property records, within ten (10) days after Grantor places such affidavit, an affidavit that the Easement Parcel was used by Grantee within the prior two (2) year period in question, this Agreement and all easements hereunder shall be conclusively deemed abandoned.

26. Condition. The Easement Parcel is being provided to Grantee for use in its "as is" condition, without any representations or warranties of any kind by Grantor.

27. Liability Limitations. Neither Grantor nor any officer, director, member, manager, shareholder, partner or principal of Grantor shall be under any personal liability with respect to any of the provisions of this Agreement. In the event Grantor is in breach or default with respect to Grantor's obligations under this Agreement, Grantee shall look solely to the equity of the Grantor's Parcel for the satisfaction of Grantee's remedies. It is expressly understood and agreed that Grantor's liability under the terms, covenants, conditions, warranties and obligations of this Agreement shall in no event exceed the loss of Grantor's equity interest in the Grantor's Parcel. No officer, director, member, manager, shareholder, partner or principal of Grantee shall be under any personal liability with respect to any of the provisions of this Agreement.

28. Title. Grantor makes no representations or warranties with respect to the state of title to Easement Parcel. This Agreement and easements granted herein shall be subject to, and Grantee shall comply with, any and all recorded encumbrances, easements and restrictions affecting the Easement Parcel.

[Signature Page Follows Next]





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## EXHIBIT A

### Grantor Parcel

The following land Situated in the County of Cook in the State of IL:

Lot 1 of H & M Realty Subdivision being a subdivision of part of the Southeast 1/4 of Section 26 Township 41 North, Range 13 East of the third principal meridian in Cook County Illinois.

Address: 7450 McCormick Blvd, Skokie, IL 60076-4046

Tax Id Number(s): 10-26-402-058-0000

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## EXHIBIT B

### Grantee Parcel

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS::

COMMENCING AT A POINT IN THE SOUTH LINE OF SAID SECTION 26 WHICH IS 660 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION; AND RUNNING THENCE WEST ALONG SAID SECTION LINE FOR A DISTANCE OF 856.85 FEET TO A POINT WHICH IS 460 FEET EAST OF THE WEST LINE OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF SAID SOUTH EAST 1/4 OF SAID SECTION 26 (MEASURED ALONG SAID SECTION LINE); THENCE NORTH PARALLEL WITH SAID WEST LINE A DISTANCE OF 500 FEET TO A POINT; THENCE EAST PARALLEL TO SAID SOUTH LINE OF SAID SECTION 26, A DISTANCE OF 856.28 FEET TO THE POINT OF INTERSECTION OF SAID PARALLEL LINE WITH A LINE WHICH IS 660 FEET WEST OF (MEASURED ON THE SOUTH LINE OF SAID SECTION) THE EAST LINE OF SAID SECTION 26; THENCE SOUTH ON SAID LAST DESCRIBED LINE A DISTANCE OF 550 FEET TO THE PLACE OF BEGINNING, (EXCEPT THAT PART TAKEN FOR TOUHY AVENUE AS PER DOCUMENT NUMBER 89300294), IN COOK COUNTY, ILLINOIS.

7200 N. McCormick Blvd  
 Skokie Ill 60076

10 26 40300 2




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**EXHIBIT C**

**Easement Parcel**

See attached.

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## EXHIBIT D

### **Easement Parcel Description**

THAT PART OF LOT 1 IN H & M REALTY SUBDIVISION RECORDED JUNE 25, 1999 AS DOCUMENT NUMBER 99616231 DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY SOUTHEAST CORNER SAID LOT; THENCE SOUTH 89 DEGREES 05 MINUTES 36 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT, 245.00 FEET; THENCE NORTH 00 DEGREES 54 MINUTES 24 SECONDS WEST, ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, 70.00 FEET TO A LINE 70.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT; THENCE NORTH 89 DEGREES 05 MINUTES 36 SECONDS EAST, ALONG SAID PARALLEL LINE, 246.83 FEET TO THE WEST LINE OF MCCORMICK BOULEVARD AS SHOWN ON DOCUMENT NUMBER 89300294, SAID LINE BEING 29.77 FEET WEST OF AND PARALLEL WITH THE CENTERLINE OF MCCORMICK BOULEVARD; THENCE SOUTH 00 DEGREES 35 MINUTES 25 SECONDS WEST, ALONG SAID WEST LINE, 70.02 FEET TO THE POINT OF BEGINNING.