**Execution Version** 

This document was prepared by and after recording return to:

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



Doc#: 1420217119 Fee: \$70.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A.Yarbrough

Cook County Recorder of Deeds

Date: 07/21/2014 04:19 PM Pg: 1 of 17

(Reserved for Recorder's Office Only)

License Agreement

Five Seasons Country Club of Northbrook, Inc., an Ohio corporation, as Licensor,

Riverpark Office Condominium Association, an Illinois not-forprofit corporation, as Licensee

dated as of June 30, 2014

for Temporarily Allowed Encroachment by Riverpark Office Condominium Trash Enclosure onto Parcel NC-1C, Northbrook, Illinois

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# **UNOFFICIAL COPY**

#### LICENSE AGREEMENT

# (Temporarily Allowed Encroachment by Riverpark Office Condominium Trash Enclosure onto Parcel NC-1C)

**Licensor:** Five Seasons Country Club of Northbrook, Inc., an Ohio corporation

Licensee: Riverpark Office Condominium Association, an Illinois not-for-profit

corporation

Owners: Parcel NC-1C LLC, an Illinois limited liability company, and Parcel NC-

1D LLC, an Illinois limited liability company

Licensed Premises: Portion of Real Estate Parcel NC-1C depicted in Exhibit A attached hereto

and more fully described in Paragraph 2 below

**Location:** Alorg the southwesterly boundary of Parcel NC-1C approximately 260±

feet from the easterly line of the Chicago & Northwestern Railroad Right-

of-Way as shown on Exhibit B attached hereto

**Dated as of:** June 30, 2014

# <u> Recitals</u>:

- A. Licensor is the lessee of Parcel NC-1C of the Techny Land pursuant to that certain Ground Lease for Parcel NC-1C dated as of September 1, 1999, a Short Form and Memorandum of which was recorded on December 22. 1999 in the Office of the Recorder of Cook County, Illinois as Document No. 09188727 (as heretofore amended or as the same may hereafter be amended, the "Parcel NC-1C Ground Lease").
- B. Licensee is the condominium association created as contemplated in that certain Ground Lease for Real Estate Parcel NC-1D dated as of June 1, 2006, which was recorded on July 31, 2006 in the Office of the Recorder of Cook County, Illinois as Document No. 0621218087 and re-recorded on August 18, 2006 as Document No. 06230706/7, as amended by that First Amendment to Ground Lease dated as of April 10, 2007 and recorded April 11, 2007 in the Office of the Recorder of Cook County, Illinois as Document No. 0710115118 (as the same may hereafter be amended, the "Parcel NC-1D Ground Lease") for the purpose of acting as the governing body for all of the owners of units within the Riverpark Office Condominium ("Unit Owners") who are members of Licensee and for the purpose of responsibility for, among other things, the maintenance, repair, preservation and replacement of the Common Elements (hereinafter defined) of the Riverpark Office Condominium.
- C. Parcel NC-1C LLC is the fee title holder to Parcel NC-1C as legally described in <a href="Exhibit A">Exhibit A</a> to the Parcel NC-1C Ground Lease and <a href="Exhibit C">Exhibit C</a> attached hereto, and Parcel NC-1D LLC is the fee title holder to Parcel NC-1D as legally described in <a href="Exhibit A">Exhibit A</a> to the Parcel NC-1D Ground Lease and <a href="Exhibit D">Exhibit A</a> to the Parcel NC-1D Ground Lease and <a href="Exhibit D">Exhibit D</a> attached hereto, and as Owners have consented to the terms and provisions of this License Agreement. Parcel NC-1C and Parcel NC-1D are each sometimes

referred to in this License Agreement as an "Affected Property." Which of the two Affected Properties is intended in such reference shall be as the context requires.

- D. Part of the Riverpark Office Condominium's Common Elements, as such term is defined in the Declaration of Condominium Ownership and of Covenants, Conditions, Restrictions, Easements and Rights for Riverpark Office Condominium dated April 11, 2007 and recorded on April 11, 2007 in the Office of the Recorder of Cook County, Illinois as Document No. 0710115119 ("Declaration"), consists of a trash enclosure, which is built into and serves as part of the a retaining wall constructed as part of the Common Elements of the Riverpark Office Condominium along the northeasterly boundary of Parcel NC-1D ("Trash Enclosure"). During the course of the survey of Parcel NC-1C, it was discovered that the Trash Enclosure encroaches onto Parcel NC-1C by between 1.75 to 1.77 feet for a distance of approximately 12 to 15 feet.
- E. Licensor and the Licensee have reached an understanding and agreement regarding the Trash Enclosure and have entered into this License Agreement for purposes of documenting their understanding and agreements with respect to the Trash Enclosure.
- F. Owners are willing to consent to this License Agreement on the terms, conditions and provisions set forth in this License Agreement.
- NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Licensor, Licensee and Owners, Licensor and Licensee agree as follows:
- 1. Recitals. The foregoing recitais are hereby incorporated in this License Agreement and made a part hereof by this reference, as if fully set forth herein.
- 2. Temporary License. Subject to the terms, conditions and provisions hereinafter set forth, Licensor hereby grants to the Licensee a temporary right, license and permission to allow the Trash Enclosure to remain in its current location within Parcel NC-1C, meaning the area within Parcel NC-1C depicted on Exhibit A consisting of an area approximately 1.75 to 1.77 feet in depth and between 12 and 15 feet in length and encompassing all of the fenced retaining wall structure and ground level pavement inside the retaining wall structure that is located within the boundary of Parcel NC-1C ("Licensed Premises"). During the entire time this License Agreement remains in effect, Licensee shall maintain the Trash Enclosure in good condition and repair, including but not limited to maintaining the fence mounted on top of the retaining wall, making any and all repairs and restorations (whether foreseen or unforeseen) to the Trash Enclosure, and backfilling of eroded soils around the retaining wall structure of the Trash Enclosure (all work in connection with repairing and maintaining the Trash Enclosure is hereinafter called the "Repair Work").
- 3. <u>Termination</u>. This License Agreement and all temporary rights, licenses and permissions granted by this License Agreement shall terminate and be of no further force or effect, automatically and without any further act or instrument by any party, upon the occurrence of the earliest of the following (each a "<u>License Termination Event</u>") to occur:
  - (a) the damage or destruction of the Trash Enclosure such that the need for repair is of such significance that it must be rebuilt or reconstructed; or

- (b) sixty business days after notice is given by Licensor to Licensee, with a copy to Owners that Licensor has determined, in its reasonable discretion, that Licensee has failed to properly maintain the Trash Enclosure, unless Licensee promptly commences the repair or restoration of the Trash Enclosure within such sixty-day period and pursues the completion of the required repairs or restoration to completion within such sixty-day period (or such longer time as may reasonably be required on account of weather or other events beyond Licensee's reasonable control); or
- (c) thirty business days after notice is given by Licensor to Licensee, with a copy to Owners, that Licensor has determined, in its sole discretion, either (i) that the Trash Enclosure materially interferes with its use and enjoyment of Parcel NC-1C or poses a significant threat to the health and safety of its employees, patrons, customers, invitees or the general public; or (ii) that Licensee has breached any of its obligations or agreements set forth in this Licensee Agreement, which notice shall specify the particular obligation or agreement Licensee has breached, unless Licensee cures such breach within said thirty-business day period; or
- (d) Farcel NC-1C becomes the subject of a plan to redevelop Parcel NC-1C for a different use that is submitted to and approved by Parcel NC-1D LLC; or
- (e) any atterupted recording or filing of this License Agreement by Licensee contrary to the provisions of Paragraph 8 below.
- 4. <u>Licensee's Obligations upon Terrination of Temporary License</u>. As promptly as practicable following the occurrence of any License Termination Event, at the sole cost and expense of Licensee, Licensee perform the following work ("Removal Work"): (i) Licensee shall remove the Trash Enclosure, repair any and all damage to Parcel NC-1C and (ii) shall restore, or shall cause to be restored, the surface of any portion of the Parcel NC-1C to the condition of the surrounding area, including filling in the earth and building a new retaining wall section where the Trash Enclosure is currently located so as to create a continuous retaining wall and planting grass, which Licensee shall water until it has been properly established to the reasonable satisfaction of Licensor.
- 5. <u>Licensee's Insurance</u>. At all times while this License Agreener, is in full force and effect, Licensee shall furnish to Licensor at the address set forth in Paragraph 11 below and to Owners at the following address:

If to Owners, and mailed or sent by facsimile:

If to Owners and delivered:

Parcel NC-1C LLC
Parcel NC-1D LLC
c/o Techny Land Corporation, NFP
P.O. Box 6038
Techny, Illinois 60082-6038
Attn: Ginny Mulligan, Executive Director

Parcel NC-1C LLC
Parcel NC-1D LLC
c/oTechny Land Corporation, NFP
1985 Waukegan Road
Northbrook, Illinois 60062
Attn: Ginny Mulligan, Executive Director

the following:

- (a) copies of Licensee's commercial general liability insurance policy or policies evidencing coverage with limits of not less than \$1,000,000 and otherwise having terms reasonably satisfactory to such counsel; and
- (b) certificates of insurance or other evidence with respect to the policy or policies referred to in clause (i) reasonably satisfactory to such counsel indicating that the acts of Licensee with respect to the ownership and maintenance of the Trash Enclosure are covered by such liability insurance, premium payments are current, that Owners and Licensee are named as additional insureds, and that the issuer or issuers of such insurance policies have agreed to provide to Owners and Licensor not less than ten days' prior written notice of any intent to cancel any of said policies.

Not less than 30 days prior to the expiration of any such policy or policies, the Licensee shall provide evidence of renewal thereof to Owner. Such insurance shall remain in effect through the License Termination Date and until all work required pursuant to Paragraph 4 above has been fully completed.

- 6. <u>Subcontractors' Insurance</u>. Prior to permitting any agents, contractors or subcontractors of Licensee performing any of the Repair Work or Removal Work in connection with the repair, maintenance or removal of the Trash Enclosure (each a "<u>Third Party</u>") to enter onto the Licensed Premises for the firsting, the Licensee shall furnish, unless waived in writing by Licensor and Owners, in addition to and not in lieu of the insurance required in Paragraph 5 above, evidence that (i) Licensor, Owners and Licensee have been named as additional insureds on the commercial general liability insurance policy or policies carried by such Third Party in such amounts as are reasonably satisfactory to Owner; (ii) such policy or policies are currently in effect and have premiums paid covering the time period or periods during which any Removal Work or Repair Work will be or is undertaken or performed by such Third Party; and (iii) such Third Party has currently in effect automobile liability, worker's compensation and employer's liability insurance in amounts reasonably satisfactory to Owner.
- Indemnity. To the fullest extent not prohibited by applicable law, the Licensee shall protect, indemnify, save harmless and defend Owners and Licensor and any of their affiliates and the respective officers, directors, agents and employees of any of them (collectively, the "Indemnified Parties") from and against any and all liabilities obligations, claims, demands, losses, damages, penalties, causes of action, costs and expenses including, without limitation, reasonable attorneys' fees and expenses imposed upon, asserted "gainst or incurred by the Indemnified Parties at any time prior to expiration of two years after the later of the occurrence of a License Termination Event or the completion by Licensee of the Removal Work arising from or in any way related, directly or indirectly, to the use of the Trash Enclosure, the Repair Work or the Removal Work by Licensee or any of its Unit Owners or their respective officers, directors, agents, employees, contractors, or invitees, by any Third Party, or by anyone acting by, through or under the Licensee, any Unit Owners or any Third Party (each a "Claim").
- 8. Remedies for Default. Each party shall have, and is hereby granted, the following rights in the case of default hereunder on the part of another party:

- Self-Help. If any party responsible to perform any obligation (a) hereunder (other than the payment of money) fails to do so, any other party (the "Dissatisfied Party") shall have the right to give notice to the party responsible to perform such obligation (the "Defaulting Party") to the effect that if the Defaulting Party fails to begin performing its obligation within fifteen (15) days following the giving of such notice and to continue diligently thereafter to perform until such obligation is fully performed, the Dissatisfied Party shall have the right to perform such obligation. The Dissatisfied Party is hereby given an easement to go upon the Affected Property of the Defaulting Party to such extent as is necessary for the taking of such measures and to the extent that going upon the property of the Defaulting Party shall not result in any permanent damage to such Affected Property. Further, in the case of performance by a Dissatisfied Party of any obligation of the Defaulting Party, said Defaulting Party shall pay to an Dissatisfied Party all the costs incurred by the Dissatisfied Party in accomplishing such performance except only for such share, if any, thereof as would have been borne by the Dissatisfied Party had the Defaulting Party performed its obligations under this License Agreement.
- (b) <u>Kepeated Defaults</u>. In the case of repeated and persistent violation of any undertaking or agreement of a party having the effect of materially increasing the cost to a Dissatisfied Party of the performance of its obligations hereunder or of materially injuring any portion of the Affected Property of the Dissatisfied Party, the Dissatisfied Party shall have the right to seek and have injunctive relief or other equitable relief in addition to all such other legal remedies as may be available at such time, it being further agreed that upon the granting of such injunctive or other equitable relief the Defaulting Party shall bear and pay all the Dissatisfied Party's reasonable costs and expenses in obtaining such relief including, but not limited to, reasonable attorneys' fees; and it being further agreed that for the purposes becoff the term "repeated and persistent" shall mean the second repetition (third occurrence) of the same violation within eighteen (18) months after notice of the first violation shall have been given within reasonable time after it shall have occurred.
- Lien Rights. If any amount due under this Licer se Agreement, including, without limitation, amounts due to a Dissatisfied Party pursuant to Paragraph 8(a) above, is more than ninety (90) days delinquent in payment, the amount thereof shall constitute a lien on the leasehold interest of the Defaulting Party in the Affected Property and any improvements thereon, as the case may be, owned, leased or subleased by the Defaulting Party failing to make such payment (the "Delinquent Property Interest") which, after recording notice thereof and giving at least thirty (30) days' prior written notice to all Lenders (as hereinafter defined) holding mortgages or trust deeds in the nature of mortgages upon the Delinquent Property Interest setting forth the amount due, may be foreclosed by the party to whom the unpaid amount is due in the same manner as a mortgage of real property, and the Defaulting Party hereby waives any right of redemption it might have with respect thereto. For purposes of this Paragraph 8(c), if the Licensee is the Defaulting Party, the Delinquent Property Interest shall mean and include the Property (as such term is defined in the Declaration).

- Remedies Non-Exclusive. The rights and remedies set forth herein (d) shall be in addition to and not in lieu of the right of any Dissatisfied Party to seek and recover damages to the fullest extent at such time permitted by law. Any sum of money not paid when due shall bear interest until paid at the rate equal to the rate then (and from time to time while such sum remains unpaid) Default Interest Rate (hereinafter defined). As used in this License Agreement, the term "Default Interest Rate" shall mean (i) five percent (5%) plus the "prime rate" as published in the Wall Street Journal in effect on the date interest first begins to accrue with respect to any sum that becomes payable pursuant to any provision or provisions of this License Agreement, or (ii) in the event the Wall Street Journal has ceased publishing such rate, then such rate as may be announced by JPMorgan Chase Bank, N.A. as its "prime rate" "reference rate" or other similar rate plus three percent (3%), or (iii) if the Wall Street Journal shall cease publishing such rate and JPMorgan Chase Bank, N.A. shall cease announcing any such rate, then the rate of interest on 50 day Treasury Bills issued by the United States government having an issue date as near as may be practicable to and preceding such date plus seven and five-tenths percent (7.5%), unless prohibited by law, in which case "Default Interest Rate" shall mean the maximum contract rate permitted by law at such time, but in no event shall such rate be greater than twenty two percent (22%).
- 9. Enforcement of Liceuse Agreement; Effect of Defaults on Ground Leases. Any party may enforce the provisions of this License Agreement applicable to it by appropriate action and, if it prevails, shall be entitled to recover from the party or person at fault all costs and expenses incurred, including reasonable attorneys' fees, in enforcing such provisions. It is expressly acknowledged and understood by each of the parties to this License Agreement that remedies at law are or may be inadequate for purposes of enforcement of the provisions of this License Agreement and that appropriate action shall include, without in any way limiting other available remedies, the right to equitable relief. In addition, Licensee and Licensor acknowledge and agree that a failure by either Licensor or Licensee to comply with the terms of this License Agreement shall constitute a default under the Parcel NC-1C Ground Lease or the Parcel NC-1D Ground Lease, as the case may be, which shall allow the applicable Jouner to exercise its rights under the ground lease to which the defaulting party (whether it is Licensor or Licensee) is a party.
- 10. No Interest or Estate in Land Intended. Licensee understands and Ecknowledges that this License Agreement does not create any interest or estate in Parcel NC-IC, is not intended to create any easement or lease for the benefit of Licensee, and is strictly a ficense that is temporary in nature and intended solely to permit the encroachment of the Trash Enclosure depicted on Exhibit A to remain in its current location temporarily and is subject to termination by Licensor at any time as provided herein.
- 11. <u>Notices</u>. All notices given under the provisions of this License Agreement shall be given by (a) depositing in any main or branch United States Post Office, via certified or registered mail, postage prepaid, (b) depositing with a reputable overnight courier delivery service, or (c) personal delivery and addressed as follows:

If to Licensor:	Five Seasons Country Club of Northbrook, Inc. 100 East River Center Boulevard, Suite 1100 Covington, Kentucky 41011 Attn: Thomas J. Deere
with a copy to:	Barry B. Nekritz Faegre Baker Daniels LLP 311 South Wacker Drive Suite 4400 Chicago, Illinois 60606
If to Licensee.	Riverpark Office Condominium Association c/o Advantage Management 750 North Orleans, Suite 220 Chicago, Illinois 60607 Attn: Adam Stolberg
If to Owners (if by certified or registered mail):	Parcel NC-1C LLC c/o Techny Land Corporation, NFP P.O. Box 6038 Techny, Illinois 60082-6038 Attn: President
and to:	Purcel NC-1D LLC c/o Yechny Land Corporation, NFP P.O. Box 6038 Techny, Illinois 60082-6038 Attn: President
with a copy to:	Janet M. Johnson Schiff Hardin LLP 233 South Wacker Drive, Stite 6600 Chicago, Illinois 60606
If to Owners (if by courier or personal delivery):	Parcel NC-1C LLC c/oTechny Land Corporation, NFP 1985 Waukegan Road Northbrook, Illinois 60062 Attn: President
and to:	Parcel NC-1D LLC c/oTechny Land Corporation, NFP 1985 Waukegan Road Northbrook, Illinois 60062 Attn: President

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# **UNOFFICIAL COPY**

with a copy to:

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

Upon at least ten (10) days' prior written notice, any of the parties identified above shall have the right to change its address or the addressee to any other address or addressee. Persons to whom copies of any notice required or permitted to be given hereunder need not be sent via one of the means required for notices to the parties, and a failure to give or receive copies of such notice to any person to which copies are to be provided shall not affect the effectiveness of a notice given to a party.

- 12. Authority. Each party to this License Agreement represents and warrants to the other parties hereto that its execution and delivery of this License Agreement has been properly authorized by all applicable corporate or other required action, and that this License Agreement is binding on each such party in accordance with its terms.
- 13. Partial Invalidity. If any term of this License Agreement or the application thereof to any person or circum tance shall, to any extent, be declared or found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this License Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, but such provision or portion thereof shall be deemed stricken and severed from this License Agreement and the remaining provisions and portions hereof shall be interpreted, applied and enforced so as to achieve, as near as may be, the purposes and interact of this License Agreement to the greatest extent not prohibited by law.
- 14. <u>Counterparts</u>. This License Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall egether constitute one and the same instrument.
- 15. Exhibits. Exhibits A, B, C, and D attached to this License Agreement are incorporated in and made a part of this License Agreement by this reference.
- 16. Governing Law; Complete Agreement. The internal laws, but not the conflicts of laws rules, of the State of Illinois shall govern the interpretation and enforcement of the terms and provisions of this License Agreement. This License Agreement sets forth the entire agreement of the parties with respect to the subject matter of this License Agreement.
- 17. <u>Plurals; Gender.</u> Whenever used in this License Agreement, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.
- 18. Paragraph Headings. The headings, titles and captions of this instrument are intended only as a matter of convenience and reference and in no way define, extend, limit or describe the scope or intent of this License Agreement.

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# **UNOFFICIAL COPY**

- 19. Amendments. This License Agreement shall not be modified or amended except in a writing executed by all of the parties hereto or their respective successors in interest with the consent of Owners.
- Binding on Successors and Assigns. The rights and obligations of the parties 20. under this License Agreement shall inure to the benefit of and be binding upon their successors and assigns.

[Signature Page Follows]

Property of Cook County Clark's Office

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# **UNOFFICIAL COPY**

By and through its duly authorized officer, Licensor has executed this License Agreement as of the day and year stated above:

Licensor:	Five Seasons Country Club of Northbrook, Inc.,	
	an Ohio corporation /	
	By: Alexa	
	Printed Name: THOMPS J. DEAR	
900	Title: AVP/COO	
DOOP OF		
ACKNOWLEDGMENT		
STATE OF SALTUCKED SS.		
COUNTY OF ( )	TC	
This instrument was	acknowledged refere me on the part of FIVE	
	F NORTHBROOK, INC., an Ohio corporation.	
	Jura of in Jucker Notar Public	
My commission expires: $\omega \omega$	7.6	
STATE AT LARGE, KENTUCKY COMM. # 490475 MY COMMISSION EXPIRES JUNE 3, 2017		

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# **UNOFFICIAL COPY**

By and through its duly authorized officer, Licensee has executed this License Agreement as of the day and year stated above:

Licensee:	Riverpark Office Condominium Association, an Illinois not-for-profit corporation
	By: Vaccion
	Printed Name: DANIEL B. ZIVIN
6	Title: PRESIDENT
ACKNO	<u>WLEDGMENT</u>
STATE OF Illiums)	
COUNTY OF Cook SS.	
This instrument was acknowled by James Liviu, a	
	II ASSOCIATION, an Illinois not-for-profit
corporation.	Haller
	Notary Public
My commission expires:	OFFICIAL SEAL I FIALKO NOTARY PUBLIC - STATE OF ILLINOX MY COMMISSION EXPIRES:09/23/16
09/23/16	

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#### **Consent by Owners**

By executing and delivering this Consent by Owners, Owners have consented to the foregoing License Agreement as of the date set forth above. As a condition to Owners' consent, Owners hereby reserve the right to enforce the obligations of Licensee and Licensor under the License Agreement, including the right to exercise the rights and remedies set forth in the License Agreement, including without limitation the right to self-help, to place a lien on the Delinquent Property Interest of either Licensee or Licensor, to terminate this License Agreement, and/or to declare a default under either the Parcel NC-1C Ground Lease or the Parcel NC-1D Ground Lease, as the case may be.

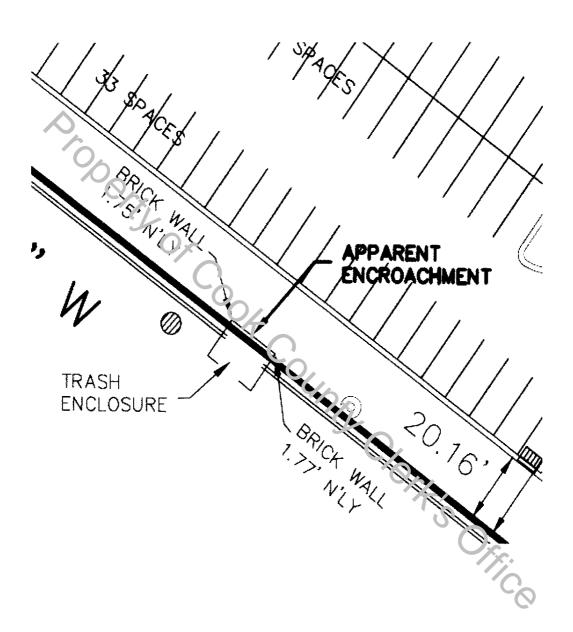
Owners:	Parcel NC-1C LLC, an Illinois limited liability company
Owners:	By: Br. Mathew Zemel President  Parcel NC-1D LLC, an Illinois limited
0/	Br. Mathew Janel President
ACKNO	WLEDGMENT
STATE OF ILLINOIS ) ) SS.	6/4/
COUNTY OF COOK)	
This instrument was acknowle	
both Illinois limited liability companies.	CEL NC-1C LLC and of PARCEL NC 1D LLC,
	Vunarmia A. Dissair Mulicaria Notary Public
My commission expires: \( -\( -\) \(	
	OFFICIAL SEAL VIRGINIA A DUNN MULLIGAN NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: 10/10/17

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# **UNOFFICIAL COPY**

### Exhibit A

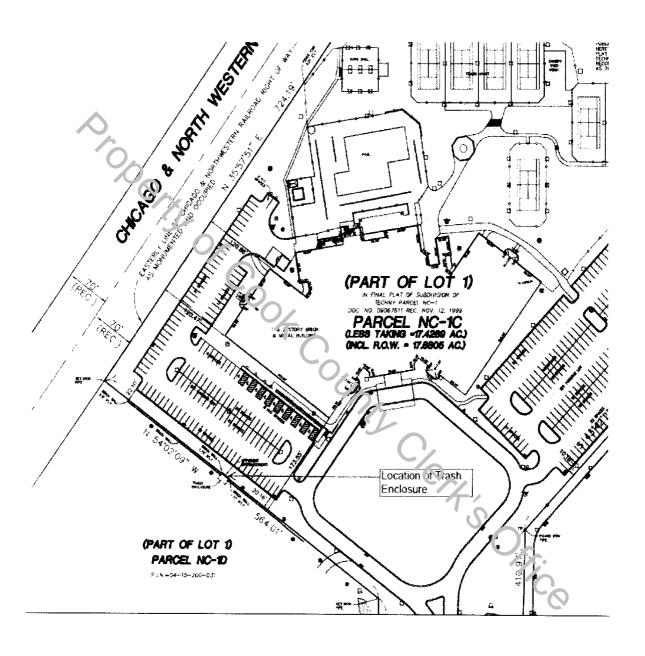
### **Depiction of Licensed Premises**



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Exhibit B

Depiction of Location of Trash Enclosure



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#### Exhibit C

### **Legal Description of Parcel NC-1C**

THAT PART OF LOT 1 IN TECHNY PARCEL NC-1 SUBDIVISION, ACCORDING TO THE FINAL PLAT OF SUBDIVISION OF TECHNY PARCEL NC-1 RECORDED ON NOVEMBER 12, 1999, AS DOCUMENT NUMBER 09067611, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 15: THENCE SOUTH 89 DEGREES 02 MINUTES 23 SECONDS EAST ALONG THE SCUTH LINE OF NORTHEAST QUARTER OF SAID SECTION 15 A DISTANCE OF 1710.55 FEET; THENCE NORTH 00 DEGREES 57 MINUTES 37 SECONDS EAST 40.00 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 57 MINUTES 37 SECONDS EAST 266.23 FEET; THENCE NORTH 54 DEGREES 02 MINUTES 59 SECONDS WEST 564.01 FEET; THENCE NORTH 35 DEGREES 57 MINUTES 51 SECONDS EAST ALONG THE EASTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT-OF-WAY, A DISTANCE OF 724.19 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 574.04 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1538.58 FEET, HAVING A CHORD BEARING OF SOUTH 39 DEGREES 57 MINUTES 45 SECONT'S EAST, 32.59 FEET; THENCE SOUTH 40 DEGREES 09 MINUTES 19 SECONDS EAST ALONG A LINE NONTANGENT TO THE LAST DESCRIBED CURVE BEING A LINE THIRTY-TOUR FEET SOUTHWESTERLY OF AND PARALLEL WITH THE WESTERLY RIGHT OF WAUKEGAN ROAD AS MONUMENTED AND OCCUPIED (66 FEET W.DE) 312.97 FEET: THENCE SOUTH 43 DEGREES 42 MINUTES 23 SECONDS WEST 756:07 FEET; THENCE SOUTH 00 DEGREES 57 MINUTES 37 SECONDS WEST 4/10/97 FEET; NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 480.00 FEET, HAVING A CHORD BEARING OF NORTH 77 DEGREES 57 MINUTES 03 SECONDS WEST, 185.80 FEET TO A POINT OF TANGENCY: THENCE NORTH 89 DEGREES 02 MINUTES 23 SECONDS WEST ALONG A LINE THAT IS 40.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LEVE OF THE NORTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 58.81 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Address: Commonly known as Techny Real Estate Parcel NC-1C, 1300 Techny Road, Northbrook, Illinois 60062

Permanent Real Estate Index No.: 04-15-200-022-0000

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#### Exhibit D

### **Legal Description of Parcel NC-1D**

THAT PART OF LOT 1 IN TECHNY PARCEL NC-1 SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 12, 1999, AS DOCUMENT 09067611, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 15: THENCE SOUTH 89 DEGREES 02 MINUTES 23 SECONDS EAST ALONG THE SOUTH LINE OF NORTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 17 to .55 FEET; THENCE NORTH 00 DEGREES 57 MINUTES 37 SECONDS EAST 40.00 FEET 70% A PLACE OF BEGINNING; THENCE NORTH 89 DEGREES 02 MINUTES 23 SECOND'S WEST ALONG A LINE THAT IS 40.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 875.00 FEET; THENCE NORTH 35 DEGREES 57 MINUTES 51 SECONDS EAST ALONG THE EASTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT-OF-WAY, A DISTANCE OF 720.00 FEET; THENCE SOUTH 54 DEGREES 02 MPJUTES 09 SECONDS EAST 564,01 FEET: THENCE SOUTH 00 DEGREES 57 MINUTES 37 SECONDS WEST 266.23 FEET TO THE PLACE OF BEGINNING.

1400 to 1450 Techny Road, Neathbrook, Illinois 60062 Common Address:

PINs: 04-15-200-031-4000 (underlying fee); 04-15-200-031-4001 to 04-15-200-031-4016 Own. (inclusive, including Units and undivided interest of Unit Owners in Common Elements)

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