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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 02/23/2017 10:42 AM PG: 1 OF 14

Thomas H. Fraerman
11 East Partners LLC
11 East Madison Street, Ste. L-100
Chicago, IL 60602

SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT

THIS AGREEMENT is made this 1st day of August, 2016 among EDENS ANNEX LLC, a Delaware limited liability company, having its place of business at 11 East Madison Street, Suite L-100, Chicago, Illinois 60602 ("**Tenant**"), MCRIL, LLC a Virginia limited liability company, having its place of business at 2801 East Market Street, York, Pennsylvania 17402 ("**Landlord**"), and WELLS FARGO BANK, N.A., a national banking association, having a place of business at 150 East 42nd Street, 40th Floor, New York, New York 10017 ("**Mortgagee**").

WITNESSETH:

WHEREAS, Bonstores Realty Two, LLC, a Delaware limited liability company ("**Fee Owner**"), is the owner and holder of fee simple title in and to certain real property (the "**Premises**") commonly known as 3200 Lake Avenue in Wilmette, Illinois and described in Exhibit A attached hereto and by this reference made a part thereof; and

WHEREAS, Fee Owner, as ground lessor, and Landlord, as ground lessee, are parties to that certain Ground Lease dated March 6, 2006 (the "**Ground Lease**") demising the entirety of the Premises; and

WHEREAS, Landlord, as sub-ground lessor, and Tenant, as sub-ground lessee, have entered into that certain Sub-Ground Lease dated August 1, 2016 (the "**Sub-Ground Lease**") demising a part of the Premises (the "**Sub-Leased Premises**"); and

WHEREAS, Tenant, as sub-ground lessor, will enter into one or more sub-sub-leases (a "**Sub-Sub Lease(s)**") with third parties (a "**Sub-Tenant**") demising a part of the Sub-Leased Premises; and

WHEREAS, Mortgagee is the holder of that certain Junior Mortgage, Assignment of Leases and Rents, and Security Agreement dated as of January 15, 2016 and recorded with the Cook County Recorder of Deeds (the "**Registry**") on January 20, 2016 as Document Number 1602615047 (as the same may be amended, the "**Mortgage**").

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WHEREAS, Bank of America, N.A., a national banking association (“First Mortgagee”) is the holder of that certain Mortgage, Assignment of Leases and Rents, and Security Agreement dated as of January 14, 2016 and recorded with the Registry on January 26, 2016 as Document number 1602615045 (as same may be amended, the “**First Mortgage**”), which First Mortgage is superior to the Mortgage.

WHEREAS, First Mortgagee, Tenant and Landlord have entered into a Subordination, Non-Disturbance and Attornment Agreement recorded December 15, 2016 and recorded with the Registry as Document Number 1635042017 (“First SNDA”).

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Tenant, Landlord, and Mortgagee, intending to be legally bound hereby, covenant and agree as follows:

1. The (i) Sub-Ground Lease and Tenant's sub-ground leasehold estate created thereby, including all rights and options thereunder, and (ii) Sub-Sub Leases and the Sub-Tenant's sub-sub leasehold estates created thereby, including all rights and options thereunder, shall be and are completely and unconditionally subject and subordinate to the lien of the Mortgage and to all the terms, conditions and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof.

2. In the event Mortgagee obtains title to the Premises and the Sub-Leased Premises through foreclosure or deed in lieu of foreclosure under the Mortgage or if the Premises and the Sub-Leased Premises are sold pursuant to a foreclosure and provided that (i) in the case of Tenant, that Tenant is not in default (after the expiration of any applicable notice and cure period) under any provision of the Sub-Ground Lease and (ii) in the case of each Sub-Tenant that Sub-Tenant is not in default (after the expiration of any applicable notice and cure period) under any provision of the Sub-Sub-Lease to which it is a party, Mortgagee agrees that the right of possession of Tenant, and the Sub-Tenants, to the Sub-Leased Premises and the portion thereof sub-subleased to the Sub-Tenants, respectively, shall not be affected or disturbed by Mortgagee, and Tenant, and the Sub-Tenants, agree to continue occupancy of the Sub-Leased Premises and the portion thereof sub-subleased to the Sub-Tenants, respectively, under the same terms and conditions of the Sub-Ground Lease and the applicable Sub-Sub Lease, as the case may be, and, if the Ground Lease has been or is thereafter terminated or has expired or thereafter expires by its own terms, then Tenant agrees to attorn to the Mortgagee or any such purchaser at foreclosure to the same extent and with the same force as if Mortgagee were the lessor under the Sub-Ground Lease. Unless required to do so by applicable law, (a) neither Tenant nor any Sub-Tenant shall seek to be made a party to any such foreclosure and (b) Mortgagee shall not name Tenant or any Sub-Tenants as a party to any such foreclosure or other proceedings.

Further, if the Sub-Ground Lease has been or is thereafter terminated and the Sub-Tenants are not in default (after the expiration of any applicable notice and cure period) under any provision of a Sub-Sub Lease to which they are a party, Mortgagee agrees that the right of possession of the Sub-Tenants to the portion of the Sub-Leased Premises sub-subleased thereto shall not be affected or disturbed by Mortgagee, and the Sub-Tenants agree to continue occupancy of the portion of the Sub-Leased Premises sub-subleased thereto under the same terms and

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conditions of the applicable Sub-Sub Lease and the Sub-Tenants agree to attorn to the Landlord (or Mortgagee if the Ground Lease has also been or is thereafter terminated or has also expired or thereafter expires by its own terms) to the same extent and with the same force as if the Landlord were the Sub-Sub Lessor under the Sub-Sub Lease.

3. Upon any attornment under Paragraph 2 hereof, if the Ground Lease (or the Sub-Ground Lease) has been or is thereafter terminated or has expired or thereafter expires by its own terms, then the Sub-Ground Lease (or any Sub-Sub Lease) shall continue in full force and effect as a direct lease between Tenant (or the applicable Sub-Tenant) and the person or entity to whom Tenant (or the applicable Sub-Tenant) attorns, except that such person or entity shall not be:

(a) liable for any breach, act or omission of any prior landlord, except for repair and maintenance obligations of a continuing nature imposed upon the landlord under the Sub-Ground Lease (or applicable Sub-Sub Lease) pursuant to the terms of the Sub-Ground Lease (or applicable Sub-Sub Lease);

(b) subject to any offsets, abatements, claims or defenses which Tenant or Sub-Tenant might have against any prior landlord, except for repair and maintenance obligations of a continuing nature imposed upon the landlord under the Sub-Ground Lease (or applicable Sub-Sub Lease) pursuant to the terms of the Sub-Ground Lease (or applicable Sub-Sub Lease);

(c) bound by any rent or additional rent or other payment in lieu of rent which Tenant or Sub-Tenant might have paid to any prior landlord more than 30 days in advance of its due date under the Sub-Ground Lease or Sub-Sub Lease;

(d) bound by any material amendment, material modification, assignment, termination or surrender of the Sub-Ground Lease or Sub-Sub Lease made without Mortgagee's written consent unless it constitutes a Permitted Sub-Sub Lease (defined hereinafter);

(e) bound by any notice given by Tenant or Sub-Tenant to any prior landlord, whether or not such notice is given pursuant to the terms of the Sub-Ground Lease or Sub-Sub Lease;

(f) bound by any provisions of the Sub-Ground Lease or Sub-Sub Lease permitting Tenant or Sub-Tenant to self-insure;

(g) bound by any provisions of the Sub-Ground Lease or Sub-Sub Lease regarding non-disturbance or recognition of a Sub-Tenant of all or any portion of the Sub-Leased Premises unless such Sub-Tenant's Sub-Sub Lease is a Permitted Sub-Sub Lease or has been expressly consented to by Mortgagee in writing;

(h) bound by any non-disturbance or recognition agreement (including, without limitation, recognition agreements in the form attached as an exhibit to the Sub-Ground Lease) entered into by any prior landlord with respect to any Sub-Sub Lease for all or any portion of the Sub-Leased Premises unless such non-disturbance or recognition

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agreement has been expressly consented to by Mortgage in writing or is a Permitted Sub-Sub Lease;

(i) liable for any payment obligation under the Sub-Ground Lease or any Sub-Sub Lease;

(j) liable for the commencement or completion of any construction obligations with respect to the Sub-Leased Premises or any part thereof (whether under the Sub-Ground Lease or any Sub-Sub Lease or otherwise);

(k) liable for any security deposit or other sums held by any prior landlord, unless actually received;

(l) liable for or required to incur any obligation with respect to any breach of warranties under the Sub-Ground Lease or any Sub-Sub Lease, including, without limitation, any warranties respecting use, zoning compliance, landlord's title, landlord's authority, habitability and/or fitness for any purpose;

(m) liable for any consequential, proximate or special damages; or

(n) liable under any indemnification provisions except for and with respect to the period of time after termination of the Ground Lease and Sub-Ground Lease and during which Mortgagee is the fee owner of the Sub-Leased Premises.

A "Permitted Sub-Sub-Lease" is a bona-fide sub-sub-lease from Tenant to a Sub-Tenant that meets the requirements of the Sub-Ground Lease or is approved by First Mortgagee.

4. By virtue of the Mortgage, Mortgagee shall be entitled, but not be obligated, to exercise the claims, rights, powers, privileges, options and remedies of the Landlord under the Sub-Ground Lease and shall be further entitled to the benefits of, and to receive and enforce performance of, all of the covenants to be performed by Tenant under the Sub-Ground Lease as though Mortgagee were named therein as the Landlord. Mortgagee shall not, by virtue of the Mortgage or this Agreement, be or become subject to any liability of or obligation to Tenant under the Sub-Ground Lease or otherwise, until Mortgagee shall have obtained fee title to the Sub-Leased Premises, by foreclosure or otherwise, and the Ground Lease shall have terminated, and then only to the extent of liabilities or obligations accruing subsequent to the date that Mortgagee has obtained fee title to the Sub-Leased Premises and the Ground Lease has terminated.

5. Neither Tenant nor Sub-Tenant shall pay an installment of rent or any part thereof more than one month prior to the due date of such installment, and Mortgagee shall be entitled to recover from Tenant, as rent under the Sub-Ground Lease any payment of rent or additional rent made by Tenant to Landlord for more than one month in advance, and Mortgagee shall not be bound or affected by any amendment or modification of (i) the Sub-Ground Lease made without the written consent of Mortgagee, or (ii) any Sub-Sub Lease made without the written consent of Mortgagee unless it is a Permitted Sub-Sub Lease.

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6. After notice is given to Tenant (or to Sub-Tenant, as the case may be) by Mortgagee, pursuant to the Mortgage, that the rentals under the Sub-Ground Lease (or Sub-Sub Lease, as the case may be) should be paid to Mortgagee, Tenant (or Sub-Tenant, as the case may be) shall pay to Mortgagee, or in accordance with the directions of Mortgagee, all rentals and other monies due and to become due to the Landlord (or Tenant, as the case may be) under the Sub-Ground Lease (or any Sub-Sub Lease), and Landlord (and Tenant, as the case may be) hereby expressly authorizes Tenant (or Sub-Tenant, as the case may be) to make such payments to Mortgagee and hereby releases and discharges Tenant (or Sub-Tenant, as the case may be) of and from any liability to Landlord (or Tenant, as the case may be) on account of any such payments.

7. Tenant and Sub-Tenants hereby grant Mortgagee the right to cure Landlord's (and Tenant's, as the case may be) defaults within thirty (30) days after receipt of written notice by Tenant or Sub-Tenant of Landlord's (or Tenant's, as the case may be) failure so to do; provided, however, that said thirty (30) day period shall be extended (i) so long as within said thirty (30) day period Mortgagee has commenced to cure and Mortgagee is proceeding with due diligence to cure said defaults, or (ii) so long as Mortgagee is proceeding with a foreclosure action against Fee Owner and will commence to cure and will proceed with due diligence to cure said defaults upon the resolution of said foreclosure action.

8. This Agreement shall inure to the benefit of and shall be binding upon Tenant, Landlord, Mortgagee and the Sub-Tenants, and their respective successors and assigns. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Mortgagee, not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement shall be governed by and construed according to the laws of the State of Illinois.

9. Any notice, demand, request or other communication which is made hereunder shall be in writing and sufficient if (i) mailed by first class registered or certified United States mail, postage prepaid, return receipt requested, or (ii) delivered by a nationally recognized overnight courier service, to the address set forth below or such other address which a party may give the others notice of in writing in the manner provided in this Section. The date of receipt of any such notice shall be deemed to be, and shall be effective from (i) receipt, refusal to accept or return to sender due to impossibility of delivery if first class registered or certified United States mail is used; or (ii) one (1) business day after the same is delivered to an overnight courier service if such overnight courier service is used.

If to Edens Annex LLC, 11 East Madison Street, Suite L-100, Chicago, Illinois 60602,
Attention: Thomas H. Fraerman.

If to MCRIL, LLC, 2801 East Market Street, York, Pennsylvania 17402, Attention: Real
Estate Department.

If to Wells Fargo Bank, N.A., 150 East 42nd Street, 40th Floor, New York, New York 10017,
Attention: Corporate, Municipal & Escrow Services.

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10. This Agreement is subject and subordinate to the rights of the First Mortgagee under the First Mortgage and the First SNDA.

[signature pages to follow]

Property of Cook County Clerk's Office

**COOK COUNTY
RECORDER OF DEEDS**

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

TENANT:

EDENS ANNEX LLC,
a Delaware limited liability company

By: Edens Center Associates, an Illinois
general partnership

By: JJF-Edens Limited Partnership,
an Illinois limited partnership,
general partner

By: Edens Properties, Inc.,
an Illinois corporation,
general partner

By: [Signature]
Title: Partner

By: Antonia-Edens Limited Partnership,
an Illinois limited partnership,
general partner

By: Antonia Holdings I, Inc.,
general partner

By: [Signature]
Louis J. Carr, Jr.
President

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, a Notary Public in and for said County in the State aforesaid, do hereby certify that the PRESIDENT, William T. BARRY of Edens Properties, Inc., an Illinois corporation, the General Partner of JJF Edens Limited Partnership, an Illinois limited partnership, a General Partner of Edens Center Associates, an Illinois General Partnership, sole member of Edens Annex LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such William T. BARRY appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, partnerships and limited liability company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 7th day of February, 2017.

Cynthia M. Lee
Notary Public

My Commission Expires: 04/02/2018



STATE OF Missouri)
) SS.
COUNTY OF St. Louis)

I, a Notary Public in and for said County in the State aforesaid, do hereby certify that - LOUIS J. GARRIN, the PRESIDENT of Antonia-Holdings I, Inc., a Missouri corporation, the General Partner of Antonia-Edens Limited Partnership, an Illinois limited partnership, a General Partner of Edens Center Associates, an Illinois general partnership, sole member of Edens Annex LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such PRESIDENT appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, partnerships and limited liability company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 2nd day of February, 2017.

Susan W. Brooker
Notary Public

My Commission Expires: 4-11-17



[signatures to follow]

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LANDLORD:

MCRIL, LLC
a Virginia limited liability company

By: *J. Gregory Yawman*
Name: J. Gregory Yawman
Its: VP – General Counsel

COMMONWEALTH OF PENNSYLVANIA)
) SS.
COUNTY OF YORK)

On this the 24th day of January, 2017, before me, the undersigned, personally appeared J. Gregory Yawman, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he is a Vice President – General Counsel of McRIL, LLC, a Virginia limited liability company, and that he, in such capacity being authorized so to do, executed the same as his free act and deed and the free act and deed of the limited liability company for the purposes therein contained by signing the name of such limited liability company.

In witness whereof, I hereunto set my hand.

Renee L. Elliott
Notary Public
My Commission Expires: November 10, 2019

[Affix Notarial Seal]

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Renee L. Elliott, Notary Public
Springettsbury Twp., York County
My Commission Expires Nov. 10, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

[signatures to follow]

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EXHIBIT A

LEGAL DESCRIPTION

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

Property of Cook County Clerk's Office

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Store #533

EXHIBIT A**LEGAL DESCRIPTION****PARCEL 1:**

LOT 1 IN EDENS PLAZA SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 1967 AS DOCUMENT 20265607 IN COOK COUNTY, ILLINOIS EXCEPT FOR THE PROPERTY DESCRIBED AS FOLLOWS:

THAT PART OF LOT 1 IN EDENS PLAZA, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 42, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 1967 AS DOCUMENT 20265607, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 AFORESAID; THENCE ON AN ASSUMED AZIMUTH OF 129 DEGREES 36 MINUTES 27 SECONDS ALONG THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 585.84 FEET TO THE EASTERLY LINE OF SAID LOT 1; THENCE ON AN AZIMUTH OF 153 DEGREES 45 MINUTES 59 SECONDS ALONG SAID EASTERLY LINE, BEING ALSO THE WESTERLY LINE OF SKOKIE BLVD., 76.51 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE EAST, RADIUS 5679.65 FEET, CENTRAL ANGLE 02 DEGREES 51 MINUTES 55 SECONDS, 284.03 FEET; THENCE ON AN AZIMUTH OF 250 DEGREES 52 MINUTES 06 SECONDS, 223.90 FEET; THENCE ON AN AZIMUTH OF 166 DEGREES 51 MINUTES 28 SECONDS, 113.94 FEET; THENCE ON AN AZIMUTH OF 160 DEGREES 20 MINUTES 46 SECONDS, 95.91 FEET; THENCE ON AN AZIMUTH OF 269 DEGREES 57 MINUTES 45 SECONDS, 78.44 FEET; THENCE ON AN AZIMUTH OF 359 DEGREES 57 MINUTES 45 SECONDS, 223.80 FEET; THENCE ON AN AZIMUTH OF 333 DEGREES 27 MINUTES 26 SECONDS, 166.82 FEET; THENCE ON AN AZIMUTH 270 DEGREES 32 MINUTES 56 SECONDS, 296.68 FEET TO A POINT ON THE WEST LINE OF LOT 1 WHICH IS 598.76 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE ON AN AZIMUTH OF 359 DEGREES 53 MINUTES 30 SECONDS ALONG SAID WEST LINE, 598.76 FEET TO THE POINT OF BEGINNING.

ALSO

THAT PART OF LOT 1 IN EDENS PLAZA, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 42, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 1967 AS DOCUMENT 20265607, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 AFORESAID; THENCE ON AN ASSUMED AZIMUTH OF 359 DEGREES 59 MINUTES 43 SECONDS ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 360.00 FEET TO AN ANGLE POINT THEREIN; THENCE ON AN AZIMUTH OF 305 DEGREES 04 MINUTES 59 SECONDS ALONG THE

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WEST LINE OF LOT 1, A DISTANCE OF 143.97 FEET TO A POINT WHICH IS 204.00 FEET SOUTHEASTERLY OF AN ANGLE POINT IN SAID WEST LINE; THENCE ON AN AZIMUTH OF 35 DEGREES 04 MINUTES 59 SECONDS, 50.64 FEET; THENCE ON AN AZIMUTH OF 89 DEGREES 55 MINUTES 36 SECONDS, 175.52 FEET; THENCE ON AN AZIMUTH OF 359 DEGREES 57 MINUTES 45 SECONDS, 141.04 FEET; THENCE ON AN AZIMUTH OF 89 DEGREES 57 MINUTES 45 SECONDS, 93.57 FEET; THENCE ON AN AZIMUTH OF 160 DEGREES 20 MINUTES 46 SECONDS, 190.61 FEET; THENCE ON AN AZIMUTH OF 90 DEGREES 00 MINUTES 00 SECONDS, 210.19 FEET; THENCE ON AN AZIMUTH OF 341 DEGREES 36 MINUTES 33 SECONDS, 185.60 FEET; THENCE ON AN AZIMUTH OF 69 DEGREES 58 MINUTES 08 SECONDS, 46.59 FEET TO THE EAST LINE OF LOT 1; THENCE SOUTHERLY ALONG SAID EAST LINE AND A CURVE CONCAVE TO THE EAST (BEING ALSO THE WEST LINE OF SKOKIE BLVD.), RADIUS 5679.65 FOOT, A CENTRAL ANGLE 04 DEGREES 05 MINUTES 18 SECONDS, 405.28 FEET TO A POINT ON A 3291.63 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS AN AZIMUTH OF 74 DEGREES 03 MINUTES 26 SECONDS FROM SAID POINT; THENCE SOUTHERLY ALONG SAID CURVE, CENTRAL ANGLE 04 DEGREES 00 MINUTES 39 SECONDS, 230.42 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG A 25.00 FOOT RADIUS CURVE, CENTRAL ANGLE 109 DEGREES 56 MINUTES 59 SECONDS, 47.98 FEET TO THE SOUTH LINE OF LOT 1; THENCE ON AN AZIMUTH OF 270 DEGREES 00 MINUTES 00 SECONDS ALONG SAID SOUTH LINE, BEING ALSO THE NORTH LINE OF LAKE AVE., 612.39 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCEL 1 AS CREATED BY THE EDENS PLAZA RECIPROCAL OPERATING AND EASEMENT AGREEMENT DATED MARCH 25, 1994 AND RECORDED MARCH 30, 1994 AS DOCUMENT 94287447 MADE BY AND BETWEEN NBD BANK, AS TRUSTEE UNDER TRUST NO. 4671.AH, EDENS CENTER ASSOCIATES AND CPS DEPARTMENT STORES, INC. FOR THE FOLLOWING PURPOSES: USE OF THE PARKING AREA FOR THE PARKING AND PASSAGE OF PASSENGER MOTOR VEHICLES AND PEDESTRIANS; USE OF THE ROADWAYS TO PROVIDE PASSAGE BY MOTOR VEHICLES AND PEDESTRIANS; USE OF VARIOUS WALKWAYS; USE OF THE PARKING AREA FOR SURFACE STORM WATER RUN-OFF TO THE STORM WATER FACILITIES; USE FOR VEHICULAR AND PEDESTRIAN ACCESS OVER THE ACCESS ROAD DEPICTED ON EXHIBIT B THERETO; INSTALL, MAINTAIN, REPAIR, USE AND OPERATE THE SHOPPING CENTER IDENTIFICATION SIGNS; RIGHT TO HAVE OTHER PARTY'S BUILDING (AS DEFINED THEREIN) ABUT AND CONNECT TO; FOR COMMON UTILITY FACILITIES AND OTHER UTILITY FACILITIES; OVER, UPON, UNDER AND ON THE FOLLOWING TRACT OF LAND:

THAT PART OF LOT 1 IN EDENS PLAZA, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 1967 AS DOCUMENT 20265607 IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 AFORESAID; THENCE ON AN ASSUMED AZIMUTH OF 129 DEGREES 36 MINUTES 27 SECONDS ALONG THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 585.84 FEET TO THE EASTERLY LINE OF SAID LOT 1; THENCE ON AN AZIMUTH OF 153 DEGREES 45 MINUTES 59 SECONDS ALONG SAID EASTERLY LINE, BEING ALSO THE WESTERLY LINE OF SKOKIE BLVD., 76.51 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE

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SOUTHEASTERLY ALONG A TANGENTIAL CURVE, CONCAVE TO THE WEST, RADIUS 5679.65 FEET, CENTRAL ANGLE 02 DEGREES 51 MINUTES 55 SECONDS, 284.03 FEET FOR A POINT OF BEGINNING; THENCE ON AN AZIMUTH OF 250 DEGREES 52 MINUTES 06 SECONDS 223.90 FEET; THENCE ON AN AZIMUTH OF 166 DEGREES 51 MINUTES 28 SECONDS 113.94 FEET; THENCE ON AN AZIMUTH OF 160 DEGREES 20 MINUTES 46 SECONDS 95.91 FEET; THENCE ON AN AZIMUTH OF 269 DEGREES 57 MINUTES 45 SECONDS, 78.44 FEET; THENCE ON AN AZIMUTH OF 359 DEGREES 57 MINUTES 45 SECONDS 223.80 FEET; THENCE ON AN AZIMUTH OF 333 DEGREES 27 MINUTES 26 SECONDS, 166.62 FEET; THENCE ON AN AZIMUTH 270 DEGREES 32 MINUTES 56 SECONDS 296.68 FEET TO A POINT ON THE WEST LINE OF LOT 1 WHICH IS 598.76 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE ON AN AZIMUTH OF 179 DEGREES 53 MINUTES 30 SECONDS ALONG SAID WEST LINE, 486.59 FEET TO AN ANGLE POINT THEREIN; THENCE ON AN AZIMUTH OF 125 DEGREES 04 MINUTES 59 SECONDS ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 204.00 FEET; THENCE AN AZIMUTH OF 35 DEGREES 04 MINUTES 59 SECONDS; 50.64 FEET; THENCE ON AN AZIMUTH OF 89 DEGREES 55 MINUTES 36 SECONDS; 175.52 FEET; THENCE ON AN AZIMUTH OF 359 DEGREES 57 MINUTES 45 SECONDS, 141.04 FEET; THENCE ON AN AZIMUTH OF 89 DEGREES 57 MINUTES 45 SECONDS 93.57 FEET; THENCE ON AN AZIMUTH OF 160 DEGREES 20 MINUTES 46 SECONDS 190.61 FEET; THENCE ON AN AZIMUTH OF 90 DEGREES 00 MINUTES 00 SECONDS 210.19 FEET; THENCE ON AN AZIMUTH OF 341 DEGREES 36 MINUTES 33 SECONDS 185.60 FEET; THENCE ON AN AZIMUTH OF 69 DEGREES 58 MINUTES 08 SECONDS, ALONG RADIAL LINE 46.59 FEET TO THE EAST LINE OF LOT 1; THENCE NORTHERLY ALONG SAID EAST LINE AND A CURVE CONCAVE TO THE WEST (BEING ALSO THE WEST LINE OF SKOKIE BLVD.) RADIUS 5679.65 FEET, CENTRAL ANGLE 03 DEGREES 20 MINUTES 14 SECONDS, 330.82 FEET TO THE POINT OF BEGINNING.

PIN NO. 05-30-405-020-0000

ADDRESS: 3200 LAKE AVENUE, WILMETTE, IL 60091

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
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