

# UNOFFICIAL COPY

THIS DOCUMENT WAS PREPARED BY  
AND AFTER RECORDING RETURN TO:

Scott A. Weisenberg  
The Selig Law Firm, P.C.  
150 N. Riverside Plaza  
Suite 1810  
Chicago, Illinois 60606

PERMANENT TAX INDEX NUMBERS:

03-07-100-022-0000

8977342 *J.L. Dell*

PROPERTY ADDRESS:

1421 and 1501 W. Shure Drive  
Arlington Heights, Illinois 60004



Doc# 1712813047 Fee \$94.00  
RHSP FEE:\$9.00 RPRF FEE: \$1.00  
KAREN A. YARBROUGH  
COOK COUNTY RECORDER OF DEEDS  
DATE: 05/08/2017 01:17 PM PG: 1 OF 29

*This space reserved for Recorder's use only.*

## AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT

**THIS AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT** (this "Agreement") is made as of the 4<sup>th</sup> day of May, 2017 ("Effective Date") by and between **TORBURN NORTH CAMPUS, LLC**, an Illinois limited liability company ("East Parcel Owner"), and **TNC LOT 1, LLC**, an Illinois limited liability company ("West Parcel Owner"). East Parcel Owner and West Parcel Owner are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

### WITNESSETH

A. East Parcel Owner is the owner of that certain tract or parcel of land commonly known as 1421 W. Shure Drive, Arlington Heights, Illinois and legally described on Exhibit A hereto ("East Parcel").

B. West Parcel Owner is the owner of that certain tract or parcel of land commonly known as 1501 W. Shure Drive, Arlington Heights, Illinois and legally described on Exhibit B hereto ("West Parcel").

C. The Parties desire to amend and restate the terms of that certain Reciprocal Easement Agreement (the "Original Agreement") dated April 28, 2016 and recorded with the Cook County Recorder of Deeds on April 12, 2017 as Document Number 1710222028.

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D. The Parties intend to provide for certain easements and covenants affecting the East Parcel and the West Parcel (each sometimes individually referred to herein as a “Parcel” and sometimes collectively referred to herein as the “Parcels”) as more particularly set forth in this Agreement.

**NOW, THEREFORE**, for and in consideration of mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereby agree as follows:

1. Original Agreement. Upon the recordation of this Agreement, the Original Agreement shall be deemed to be null and void and of no further force and effect.

2. Easements Granted.

(a) Stormwater Drainage for East Parcel.

i. West Parcel Owner hereby grants to East Parcel Owner an appurtenant, non-exclusive stormwater management easement over and across that portion of the West Parcel that does not, now or hereafter, contain improvements, for stormwater surface flow.

ii. West Parcel Owner hereby grants to East Parcel Owner an appurtenant, non-exclusive easement under that portion of the West Parcel illustrated and depicted as “**1421 Stormwater Easement**” on Exhibit C hereto, for the use of storm water lines that exist on the Effective Date for the purpose of discharging stormwater from the East Parcel in accordance with all pertinent governmental stormwater management regulations to (i) the public storm sewer line located within the Shure Drive right-of-way and (ii) that portion of the West Parcel identified as “Detention Area” on Exhibit C hereto.

iii. East Parcel Owner shall not (a) perform or direct the performance of any construction activities within the 1421 Stormwater Easement or (b) alter or allow alteration to the East Parcel if such alteration would materially change or increase the velocity, volume, flow or direction of stormwater drainage from the East Parcel over, across, under or through the West Parcel.

(b) Stormwater Drainage for West Parcel.

i. East Parcel Owner hereby grants to West Parcel Owner an appurtenant, exclusive stormwater management easement under that portion of the East Parcel illustrated and depicted as “**1501 Stormwater Easement**” on Exhibit C (together with the 1421 Stormwater Easement, the “**Stormwater Easements**”) for use of the storm sewer lines that exist on the Effective Date for the purpose of discharging stormwater from the West Parcel in accordance with all pertinent governmental stormwater management regulations via building roof drains or such other means as West Parcel Owner may determine necessary or appropriate in its sole discretion.

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ii. Upon not less than five (5) calendar days' prior written notice to East Parcel owner in accordance with Section 14 of this Agreement, West Parcel Owner may perform or direct the performance of any validly permitted construction activities within the 1501 Stormwater Easement as West Parcel Owner may determine necessary or appropriate in its sole discretion for the purpose of effectuating the benefit of the easement set forth in Section 1(b)(i) above. Following its completion of such construction activities, West Parcel Owner shall restore the surface improvements then existing within the 1501 Stormwater Easement to at least as good of a condition as they existed immediately preceding such construction activities.

(c) Ingress and Egress. East Parcel Owner hereby grants to West Parcel Owner an appurtenant, non-exclusive easement for pedestrian and vehicular ingress and egress over that portion of the East Parcel designated as "Access Easement Area" on Exhibit D hereto, and West Parcel Owner hereby grants to East Parcel Owner an appurtenant, non-exclusive easement for pedestrian and vehicular ingress and egress over that portion of the West Parcel designated as "Access Easement Area" on said Exhibit D (collectively, the "**Access Easement Area**"). The Parties hereby covenant and agree not to obstruct or impede the free movement of pedestrian or vehicular access on, over, across or through that portion of the Access Easement Area on their respective Parcel or any portion of Cellular Drive, except as may be required for maintenance of Cellular Drive in accordance with this Agreement.

(d) Utility and Building Construction and Maintenance. East Parcel Owner hereby grants to West Parcel Owner an appurtenant, non-exclusive easement over that portion of the East Parcel designated as "Utility and Building Construction and Maintenance Easement Area" on Exhibit E hereto ("**Utility and Building Construction and Maintenance Easement Area**") for the purpose of (a) installation, repair and maintenance of such utilities as are necessary to serve the improvements on the West Parcel (whether such improvements are present on the Effective Date or as otherwise might, subsequent to the Effective Date, be constructed thereon) and (b) allowing the West Parcel Owner and its contractors and subcontractors the ability to perform such construction activities, including, without limitation, maintenance, repair and alteration of the building and improvements on the West Parcel as may be determined necessary or desirable by West Parcel Owner in its sole discretion. Without limiting the generality of the foregoing, East Parcel Owner hereby grants to West Parcel Owner an appurtenant, non-exclusive easement within the Utility and Building Construction and Maintenance Easement Area for the purpose of the West Owner's use, maintenance and repair of that certain Commonwealth Edison transformer located within the Utility and Building Construction and Maintenance Easement Area.

(e) Water Line. East Parcel Owner hereby grants to West Parcel Owner an appurtenant, non-exclusive maintenance easement over that portion of the East Parcel designated as "Water Line Maintenance Easement" on Exhibit F hereto ("**Water Line Maintenance Easement Area**") for the purpose of use, repair and maintenance of the water line that runs through the Water Line Maintenance Easement and serves the improvements on the West Parcel (whether such improvements are present on the Effective Date or as otherwise might, subsequent to the Effective Date, be constructed thereon).

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(f) Telecommunication Cable and Fiber.

i. East Parcel Owner hereby grants to West Parcel Owner an appurtenant, non-exclusive easement for purpose of installation, use, repair and maintenance of the telecommunication cable and fiber line(s) that run(s) through, or may, in the future run through, that portion of the East Parcel designated as “Fiber Optic Utility Easement Area” on Exhibit G hereto and serve the improvements on the West Parcel (whether such improvements are present on the Effective Date or as otherwise might, subsequent to the Effective Date, be constructed thereon) and West Parcel Owner hereby grants to East Parcel Owner an appurtenant, non-exclusive easement for purpose of installation, use, repair and maintenance of the telecommunication cable and fiber line(s) that run(s) through, or may, in the future run through, that portion of the West Parcel designated as “Fiber Optic Utility Easement Area” on Exhibit G hereto and serve the improvements on the East Parcel (collectively, the “**Fiber Optic Utility Easement Area**”).

ii. Upon not less than five (5) calendar days’ prior written notice to applicable Parcel Owner in accordance with Section 14 of this Agreement, such party so providing notice may perform or direct the performance of any validly permitted construction activities within the Fiber Optic Utility Easement Area as such party may determine necessary or appropriate in its sole discretion for the purpose of effectuating the benefit of the easement set forth in Section 1(f)(i) above. Following its completion of such construction activities, the Parcel Owner performing such construction shall restore the surface improvements then existing within the Fiber Optic Utility Easement Area to at least as good of a condition as they existed immediately preceding such construction activities.

(g) Current Monument Signage. West Parcel Owner hereby grants to East Parcel Owner an appurtenant, exclusive sign easement over that certain monument sign (“**Current Monument Sign**”) that, as of the date hereof, exists within that portion of the West Parcel identified as “Monument Sign Easement Area” on Exhibit H-1 attached hereto (“**Current Sign Easement**”) for the purpose of allowing installation, maintenance and repair of sign copy by East Parcel Owner and its contractors and subcontractors on the Current Monument Sign, together with a nonexclusive access easement on and across the West Parcel to provide for such installation, maintenance and repair (“**Monument Sign Easement Area**”), which installation, maintenance and repair activities shall be performed at the East Parcel Owner’s sole cost and expense and shall not interfere, obstruct or hinder the use and enjoyment of the West Parcel or the improvements thereon by West Parcel Owner or its tenants or subtenants. At such time, if ever, that the West Parcel Owner constructs a Shared Monument Sign (as defined below), the Current Sign Easement shall be deemed to be vacated and of no further force and effect. East Parcel Owner explicitly agrees and acknowledges that, prior to construction of the Shared Monument Sign, West Parcel Owner shall have the right, at its sole cost and expense, to remove the Current Monument Sign and the sign copy attached to same. West Parcel Owner agrees to use commercially reasonable efforts to minimize the amount of time during which there will be no monument sign, nor sign copy, within the Monument Sign Easement Area.

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(h) Shared-Use Monument Signage. At such time, if ever, that the Current Monument Sign is removed and, in its place, a shared monument sign is constructed within the Monument Sign Easement Area (“**Shared Monument Sign**”), West Parcel Owner hereby grants to East Parcel Owner an appurtenant, exclusive sign easement over that portion of the Parcels’ Shared Monument Sign labeled as “TENANT 1 1421 W. SHURE DRIVE” on Exhibit H-2 attached hereto, for the purpose of allowing installation, maintenance and repair of sign copy by East Parcel Owner and its contractors and subcontractors on said portion of the Monument Sign, together with a nonexclusive access easement on and across the Monument Sign Easement Area to provide for such installation, maintenance and repair, which installation, maintenance and repair activities shall be performed at the East Parcel Owner’s sole cost and expense and shall not interfere, obstruct or hinder the use and enjoyment of the West Parcel or the improvements thereon by West Parcel Owner or its tenants or subtenants.

### 3. Maintenance and Contribution Obligations.

(a) West Parcel Owner Obligations. West Parcel Owner shall perform the following maintenance obligation in compliance with all applicable statutes, laws, ordinances, codes, rules and regulations for the joint and several benefit of the Parcels and the Parcel owners (collectively, “**Maintenance Obligations**”) subject to reimbursement in accordance with Section 2(b) of this Agreement:

- (i) The Access Easement Area shall be maintained in a clean and safe condition. Such maintenance shall include, without limitation, restriping, resurfacing, seal coating, crack filling and snow and ice removal.
- (ii) That portion of the West Parcel illustrated and depicted on Exhibit C hereto as “Detention Area” and all storm sewer lines within the Stormwater Easements shall be maintained in a clean and safe condition for the use and benefit of the Parcels as provided by the terms of this Agreement.
- (iii) The Current Monument Sign shall be maintained in good repair and order; provided, however, the East Parcel owner shall be solely responsible, at the East Parcel Owner’s sole cost and expense, for installing, maintaining and repairing the East Parcel’s sign copy on the Current Monument Sign in accordance with Section 1(g) of this Agreement.
- (iv) The Shared Monument Sign, if the same shall exist, shall be maintained in good repair and order in accordance with the plans therefor approved by the Village of Arlington Heights and illuminated during all hours permitted by the Village; provided, however, the East Parcel owner shall be solely responsible, at the East Parcel Owner’s sole cost and expense, for installing, maintaining and repairing the East Parcel’s sign copy on the Monument Sign in accordance with Section 1(h) of this Agreement.

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- (v) All landscape plantings installed within that portion of the West Parcel illustrated and depicted on Exhibit C hereto as “Detention Area” shall be maintained in clean and orderly manner in accordance with the landscape plans therefor approved by the Village of Arlington Heights.

(b) Allocation of Maintenance Obligation Costs. All costs and expenses of the Maintenance Obligations shall be shared by the Parties, with East Parcel Owner bearing 44.5% of all such costs and expenses and West Parcel Owner bearing 55.5% of all such costs and expenses; provided, however, in the event costs and expenses associated with stormwater management are incurred under Section 2(a)(ii) of this Agreement solely for the benefit of one Parcel over the other Parcel or solely due to the use or improvement of one Parcel, then the Owner of the Parcel for which such costs and expenses are incurred shall be solely responsible for payment thereof. East Parcel Owner shall pay to West Parcel Owner the East Parcel Owner’s share of all costs and expenses incurred by West Parcel Owner in performing the Maintenance Obligations together with an administrative fee equal to five percent (5%) of the total costs and expenses of such Maintenance Obligations then incurred by West Parcel Owner. Such payments shall be made within ten (10) business days of East Parcel Owner’s receipt of a statement from West Parcel Owner detailing the costs and expenses of any Maintenance Obligations incurred by West Parcel Owner. In the event that the East Parcel Owner fails to make any payment in strict accordance with the terms of this Section 2(b), the West Parcel Owner shall provide to the East Parcel Owner (and its mortgagee) written notice of such default and, to the extent that the West Parcel Owner has not received payment within ten (10) days after its distribution of such notice, West Parcel Owner shall have the right to record a lien against the East Parcel for such amount due (which lien shall be subordinate to rights of any mortgagee and SHALL AUTOMATICALLY BE EXTINGUISHED AND DEEMED NULL AND VOID UPON A FORECLOSURE BY SUCH LENDER OR CONVEYANCE TO SUCH LENDER IN LIEU THEREOF) and to, otherwise, avail itself of all remedies set forth in Section 7, below.

Notwithstanding the foregoing, in the event that either Party, or such Party’s tenants, subtenants, invitees and/or guests damages or destroys any part of that portion of: (i) the West Parcel illustrated and depicted on Exhibit C hereto as “Detention Area” (including the landscaping thereof); (ii) the Access Easement Area; (iii) the Utility and Building Construction and Maintenance Easement Area; (iv) the storm sewer lines within the Stormwater Management Easement Area; (v) the fiber or cable lines running through the Fiber Optic Utility Easement Area; (vi) the Current Monument Sign; or (vii) the Shared Monument Sign, through overuse, misuse or otherwise, then the Party so responsible for such damage or destruction or the Party whose tenants, subtenants, invitees and/or guests are responsible for such damage or destruction shall pay the cost and expense of such repair, replacement or restoration without contribution from the other Party.

(c) Contribution Toward Pre-Existing Cost Obligations. By virtue of their ownership of the Parcels, the Parties are parties to (i) that certain Storm Water Drainage and Detention Easement and Cost Sharing Agreement dated August 13, 2013 and recorded with the Cook County Recorder of Deeds on August 14, 2013 as Document No. 1322645044 (“**2013 Stormwater Easement**”) and (ii) that certain Reciprocal Easement Agreement dated June, 2013 and recorded with the Cook County Recorder of Deeds on July 10, 2013 as Document



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No.1319118008 (“2013 REA”). To the extent that the 2013 Stormwater Easement or the 2013 REA places maintenance obligations on the Parcels or the owners thereof, the cost and expense of such maintenance obligations shall initially be borne by the West Parcel Owner, and East Parcel Owner shall thereafter contribute to such cost and expense in accordance with the cost and expense allocation provided in Section 2(b) of this Agreement, together with the administrative fee described in that Section.

(d) Maintenance of Parcels. Except as provided in this Agreement, each Party shall maintain or cause to be maintained at its sole cost and expense, its Parcel and all improvements located thereon in a safe, clean, tenantable and sightly manner, in good condition, order and repair and in compliance with all applicable statutes, laws, ordinances, codes, rules and regulations.

3. Indemnification by Parties. Each Party shall indemnify, defend, and hold the other Party harmless of and from any and all claims, losses, costs, damages, inquiries, expenses (including attorneys’ fees) and any other liabilities arising by reason of injury (including death) to any persons, damage to any property or any claims of liens for work performed, materials or supplies furnished arising out of or in connection with the use by the indemnifying Party of the easements granted hereunder or the exercise by such Party of the rights granted to it herein, or the performance by such Party of its obligations.

4. Insurance. Each Party shall, at each its own expense, maintain insurance for its Parcel, its Parcel improvements and all improvements that are the subject of the Maintenance Obligations in an amount of not less than \$2,000,000.00 per occurrence for general commercial liability and \$2,000,000.00 for property damage, which insurance shall name the other Party and the holder(s) of any mortgage(s) encumbering the Parcels as additional insureds thereunder. Each Party conducting any repair or maintenance on the Parcels shall maintain workers’ compensation insurance as required by law covering all employees used or hired in connection with such maintenance.

5. Mutual Release. Each Party for itself and to the extent it is legally possible for it to do so, on behalf of its insurer, hereby releases and waives any right to recover against the other Party from any liability, damage or loss incurred that is covered by the insurance required to be carried hereunder by such Party irrespective of any negligence on the part of such other Party which may have contributed to such loss or damage. Any lease, license, concession or other agreement entered into between any Party and an occupant of its Parcel shall contain a provision releasing and waiving its rights of recovery against the Parties thereunder to the same extent as to the release and waiver contained in this Section 5 and, if such waiver and release is contained in any such agreement with an occupant, then the waiver and release by each Party under this Section 5 shall extend to and benefit such occupant. The provisions of this Section 5 are intended to restrict each Party and occupant (as permitted by law) to recovery against insurance carriers for loss or damage caused by a risk required to be insured against hereunder, and to waive fully, and for the benefit of each other Party and occupant any rights and/or claims that might give rise to a right of subrogation in any insurance carrier. Each Party shall, to the extent such insurance endorsement is available, obtain for the benefit of the other Party a waiver

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of any right of subrogation, which the insurer of such Party may acquire against the other Party by virtue of the payment of such loss covered by such insurance.

6. Right to Cure Upon Breach. In the event any Party defaults in the performance of its obligation hereunder, the non-defaulting Party shall have the right, but not the obligation, upon ten (10) days' prior written notice to the defaulting Party to cure such default for the account of and at the expense of the defaulting Party. Any notice hereunder shall specify with particularity the nature of the default claimed and shall set forth in detail the action which the Party giving such notice proposes to take in order to cure the claimed default. To effectuate such cure, the non-defaulting Party shall have the right to enter upon the Parcel of the defaulting Party (but not into any building on such Parcel) to perform the necessary work or furnish any necessary materials or services to cure the default of the defaulting Party.

7. Other Relief Available Upon Breach. Each Party shall have the right to prosecute any proceedings at law or in equity against the other Party hereto, or any other person, violating or attempting to violate or defaulting in the performance of any of the provisions contained in this Agreement, to prevent such Party or person from violating or attempting to violate or defaulting in the performance of any of the provisions of this Agreement and to recover actual damages for any such violation or default. The remedies available under this Section 7 shall include, by way of illustration, but not limitation, ex parte applications for temporary restraining orders, preliminary injunctions and permanent injunctions enjoining any such violation or attempted violation or default, and actions for specific performance of this Agreement.

8. Costs and Expenses. All costs and expenses reasonably incurred by any non-defaulting Party to cure a default of a defaulting Party under the provisions of Section 7 hereof, together with interest thereon at five percent (5%) in excess of the Prime Rate of Interest charged from time to time by JPMorgan Chase Bank (or any entity which succeeds to all or a substantial portion of the assets and/or business of said bank), and all costs and expenses of any proceedings at law or in equity, including reasonable attorneys' fees awarded to any prevailing Party by an order of court, shall be assessed against and paid by the defaulting Party.

9. Remedies Cumulative. All remedies permitted or available under this Agreement above shall be cumulative.

10. Covenants Run With the Land. All of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their successors and assigns. All of the provisions hereof shall be equitable servitudes and covenants running with the Parcels. It is expressly agreed that each covenant hereunder to do or refrain from doing some act on each Parcel (a) is for the benefit of each Parcel and is a burden upon each Parcel, (b) runs with each Parcel, and (c) shall benefit or be binding upon each successive owner during its ownership of each Parcel, or any portions thereof, and each party having any interest therein derived in any manner through any owner of any Parcel, or any portion thereof.

11. No Partnership or Joint Venture. None of the provisions hereof shall be deemed to have created a partnership or joint venture between the Parties.



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12. Cancellation or Modification. This Agreement may be modified or cancelled in whole or in part only by a written instrument executed by all of the then record owners of the Parcels.

13. Severability. If any provision hereof is found to be invalid, the remaining provisions shall be construed in so far as possible to be valid.

14. Notices. Any notice to a Party hereunder shall be in writing and shall be given by delivering the same to such Party at the address provided below and to its mortgagee(s) of which the Party giving notice has actual knowledge by (i) hand delivery, (ii) certified mail return receipt requested or (iii) overnight courier service. Such notice shall be effective upon receipt if delivered by hand delivery or overnight courier service, and on the next business day after being deposited into the custody of the U.S. Postal Service.

East Parcel Owner: TORBURN NORTH CAMPUS, LLC  
 c/o Torburn Partners, Inc.  
 1033 Skokie Boulevard, Suite 480  
 Northbrook, IL 60062

or if title to the East Parcel is no longer vested in TORBURN NORTH CAMPUS, LLC, then to the address to which property tax bills for the East Parcel are being sent,

with copy to: Randal J. Selig, Esq.  
 The Selig Law Firm, P.C.  
 150 N. Riverside Plaza  
 Suite 1810  
 Chicago, Illinois 60606

West Parcel Owner: TNC Lot 1, LLC  
 c/o Torburn Partners, Inc.  
 1033 Skokie Boulevard, Suite 480  
 Northbrook, IL 60062

or if title to the West Parcel is no longer vested in TNC Lot 1, LLC, then to the address to which property tax bills for the West Parcel are being sent,

with copy to: Randal J. Selig, Esq.  
 The Selig Law Firm, P.C.  
 150 N. Riverside Plaza  
 Suite 1810  
 Chicago, Illinois 60606

The Parties acknowledge that, as of the date hereof, notice to either Party's mortgagee shall be distributed as follows: to The PrivateBank and Trust Company, 120 South LaSalle

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Street, Chicago, Illinois 60603, with a copy to: Dykema Gossett PLLC, 10 South Wacker Drive, Suite 2300, Chicago, Illinois 60606, Attention: Michael D. Rothstein.

15. No Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Parcels to the general public, for the general public or for any public use or purpose whatsoever, it being the intention and understanding of the Parties that nothing contained herein shall confer upon any person, other than the Parties and their successors and assigns, any rights or remedies under or by reason of this Agreement.

16. Captions. The captions preceding the text of each section and subsection of this Agreement are included only for convenience or reference and shall be disregarded in the construction and interpretation of this Agreement.

17. Entire Agreement. This Agreement represents the entire agreement between the Parties.

18. Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of Illinois.

19. Termination. Any of the easements specified herein may be terminated by express written termination by all of the then record owners of the Parcels and filed of record.

20. Time of Essence. Time is of the essence of this Agreement and of each and every provision of this Agreement.

21. Exhibits. All exhibits to this Agreement are incorporated herein and made a part hereof as enforceable provisions of this Agreement.

22. Subordination. See attached Mortgagee Consent of The PrivateBank and Trust Company.

[Signature Page Follows]

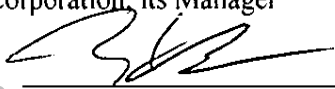
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IN WITNESS WHEREOF, the Parties have executed this Agreement effective on and as of the Effective Date.

**EAST PARCEL OWNER:**

**TORBURN NORTH CAMPUS, LLC**, an Illinois limited liability company

By: TORBURN PARTNERS, INC., an Illinois corporation, its Manager

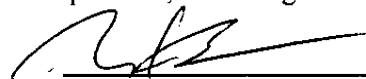
By:   
Name: Michael K. Burns  
Its: President

**WEST PARCEL OWNER:**

**TNC LOT 1, LLC**  
an Illinois limited liability company

By: TORBURN NORTH CAMPUS, LLC, an Illinois limited liability company, its Sole Member

By: TORBURN PARTNERS, INC., an Illinois corporation, its Manager

By:   
Name: Michael K. Burns  
Its: President

[Notarization Page Follows]

**[Signature Page of Amended and Restated Reciprocal Easement Agreement  
1421 and 1501 W. Shure Drive]**

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STATE OF ILLINOIS        )  
  ) SS:  
COUNTY OF COOK        )

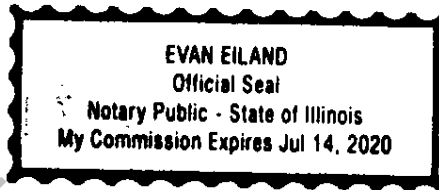
On this 3 day of May, 2017 before me, the undersigned Notary Public, personally appeared Michael K. Burns, known to me to be the President of **TORBURN PARTNERS, INC.**, an Illinois corporation, who acknowledged that he/she did sign said instrument for and on behalf of **TORBURN PARTNERS, INC.**, as the Manager of **TORBURN NORTH CAMPUS, LLC**, and that the same was his/her free act and deed and the free act and deed of **TORBURN PARTNERS, INC.**

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above set forth.

*Evan Eiland*

Notary Public

My Commission Expires: 7-14-20



STATE OF ILLINOIS        )  
  ) SS:  
COUNTY OF COOK        )

On this 3 day of May, 2017 before me, the undersigned Notary Public, personally appeared Michael K. Burns, known to me to be the President of **TORBURN PARTNERS, INC.**, an Illinois corporation, who acknowledged that he/she did sign said instrument for and on behalf of **TORBURN PARTNERS, INC.**, as the Manager of the Sole Member of **TMC Lot 1, LLC**, and that the same was his/her free act and deed and the free act and deed of **TORBURN PARTNERS, INC.**

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above set forth.



*Evan Eiland*

Notary Public

My Commission Expires: 7-14-20

**[Notarization Page of Amended and Restated Reciprocal Easement Agreement  
1421 and 1501 W. Shure Drive]**

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Property of Cook County Clerk's Office

EVAN ELLIARD  
CLERK OF COURT  
NORTH BRIDGE - STATE OF ILLINOIS  
MY COMMISSION EXPIRES JUL 14, 2020

EVAN ELLIARD  
CLERK OF COURT  
NORTH BRIDGE - STATE OF ILLINOIS  
MY COMMISSION EXPIRES JUL 14, 2020

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## MORTGAGEE CONSENT

The PrivateBank and Trust Company, an Illinois state chartered bank, as Administrative Agent (together with its successors and assigns, and any nominee thereof, "Agent") is the mortgagee pursuant to that certain Construction Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents and Security Agreement dated as of October 9, 2015 (the "Mortgage") made by Torburn North Campus, LLC, an Illinois limited liability company, as mortgagor, to the undersigned, as mortgagee, which was recorded with the Cook County Recorder of Deeds on October 1, 2015, as Document No. 1529434080. The undersigned hereby consents to, and subordinates the lien of the Mortgage to, the foregoing Reciprocal Easement Agreement (the "Agreement"); provided, however, that (a) Agent shall have no liability or obligation under the Agreement unless and until it shall become the owner of the East Parcel or the West Parcel by foreclosure or conveyance in lieu of foreclosure; (b) Agent's liability and obligation shall only arise with respect to events occurring subsequent to the date of such foreclosure or conveyance in lieu thereof; (c) Agent shall have no liability or obligation with respect to the Agreement or any matters arising therefrom following such foreclosure or conveyance in lieu of foreclosure, except during the period of its ownership of the property so acquired; and (d) Agent's liability during any period of ownership of the East Parcel or of the West Parcel shall be excused and limited to its interest in the East Parcel or the West Parcel.

The undersigned makes no warranty or any representation of any kind or nature concerning the Agreement, any of its terms or provision, or the legal sufficiency thereof, and disavows any such warranty or representation.

**THE PRIVATEBANK AND TRUST COMPANY**, an Illinois state chartered bank,  
as Administrative Agent

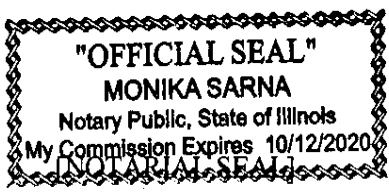
By: Katelin Brungardt  
Name: Katelin Brungardt  
Title: Officer

STATE OF IL )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Katelin Brungardt, who is known by me (or satisfactorily proven) to be the person named as the Officer of The PrivateBank and Trust Company, appeared personally before me in my jurisdiction aforesaid, and acknowledged to me that she executed, sealed and delivered the foregoing Mortgagee Consent as the true and lawful act and deed of said corporation for the purposes therein contained.

Monika Sarna  
Notary Public

My commission expires:  
10/12/20





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## Exhibit A

### Legal Description of East Parcel

LOT 2 IN NORTHWEST CROSSINGS SUBDIVISION BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

03 07 1000 22

1421 W. Shore Dr Arlington Heights Ill 60004

Property of Cook County Clerk's Office

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## Exhibit B

### Legal Description of West Parcel

LOT 1 IN NORTHWEST CROSSINGS SUBDIVISION BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

1501 W Shure Dr, Arlington Heights Ill 60004  
0307100022

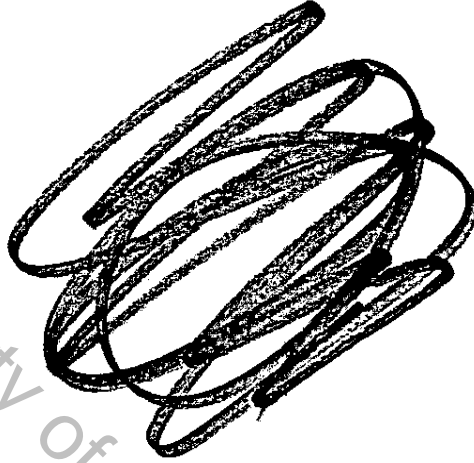
Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## Exhibit C

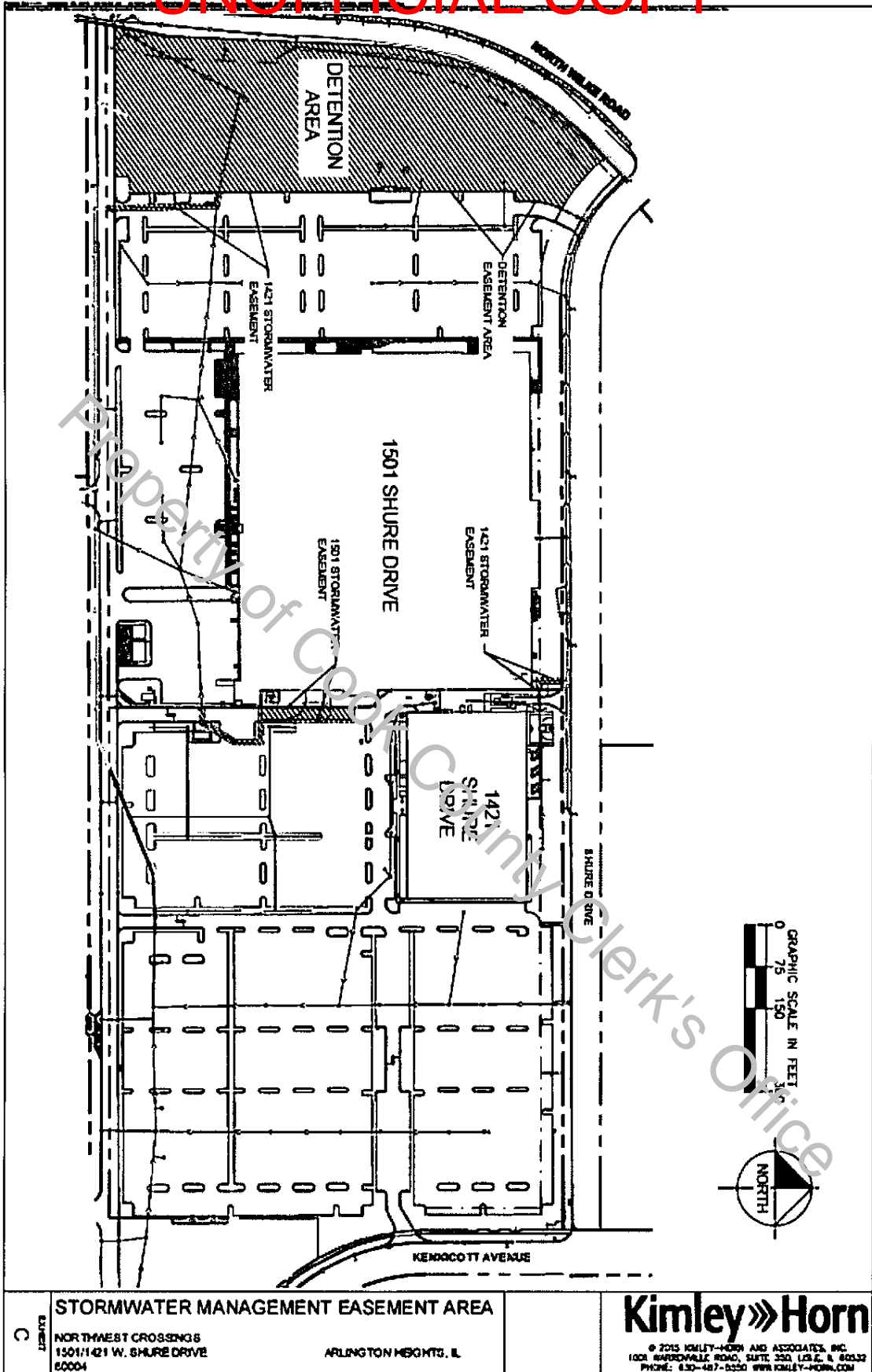
### Stormwater Management Easement Area

*(see attached)*



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**STORMWATER MANAGEMENT EASEMENT AREA**

**EXISTENT**  
C  
NORTHWEST CROSSINGS  
1501/1421 W. SHURE DRIVE  
60004

ARLINGTON HEIGHTS, IL

**Kimley»Horn**

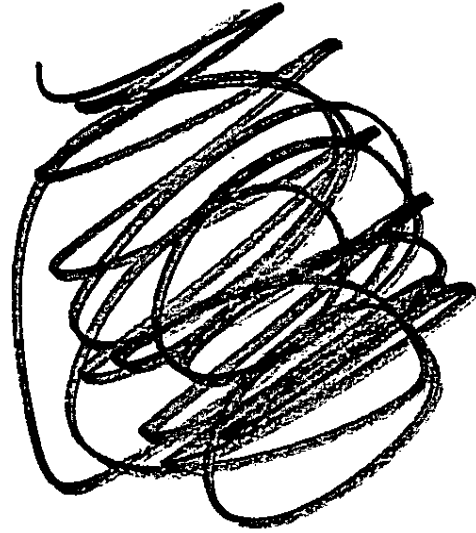
© 2015 KIMLEY-HORN AND ASSOCIATES, INC.  
1001 WASHINGTON ROAD, SUITE 200, LEXINGTON, IL 62532  
PHONE: 630-467-8220 WWW.KIMLEY-HORN.COM

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## Exhibit D

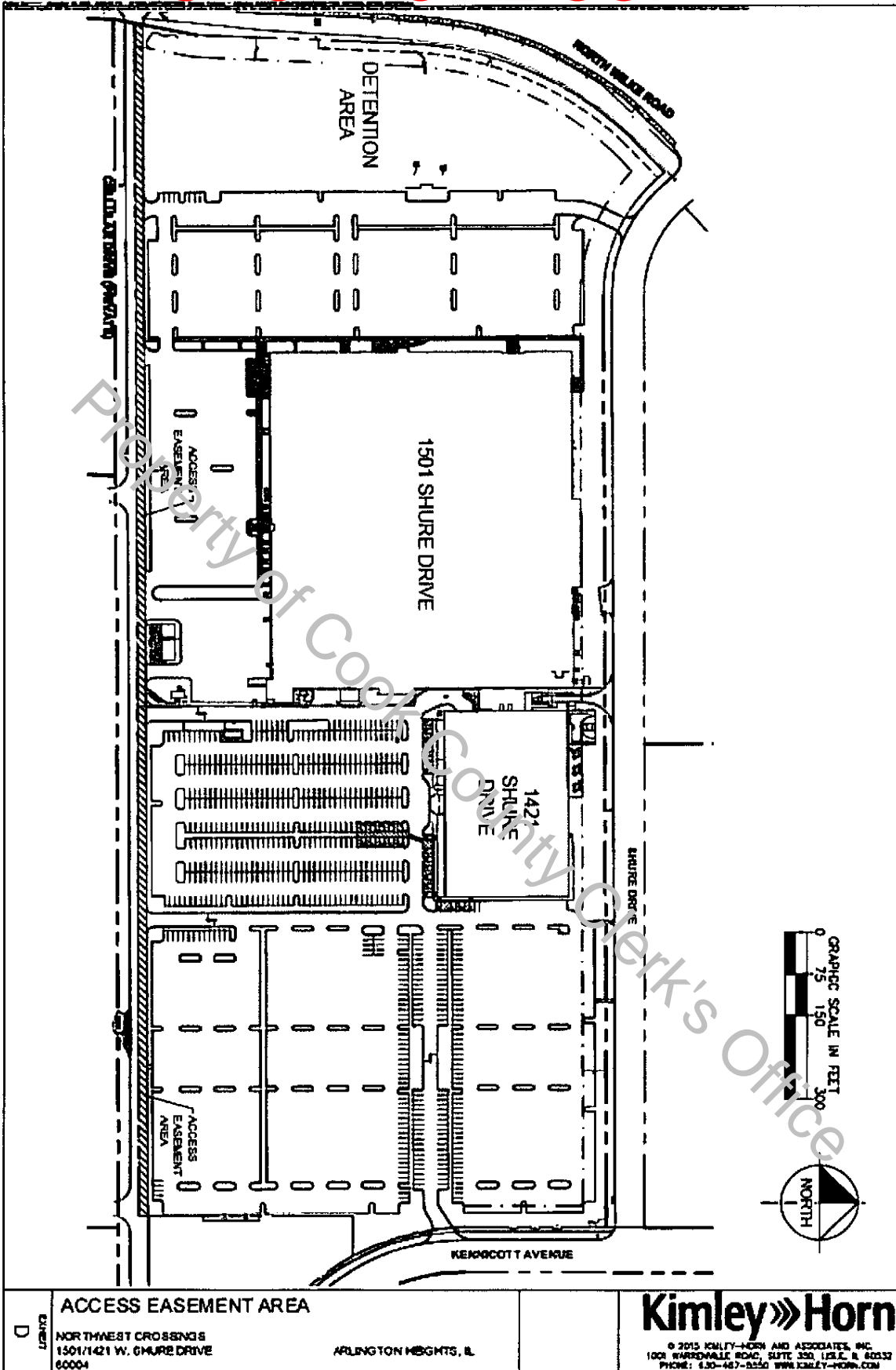
### Access Easement Area

*(see attached)*



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**ACCESS EASEMENT AREA**

**D**  
 NORTHWEST CROSSINGS  
 1501/1421 W. SHURE DRIVE  
 60004

ARLINGTON HEIGHTS, IL

**Kimley»Horn**

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 1001 WARRENVILLE ROAD, SUITE 350, LYLE, IL 60137  
 PHONE: 630-467-8250 WWW.KIMLEY-HORN.COM

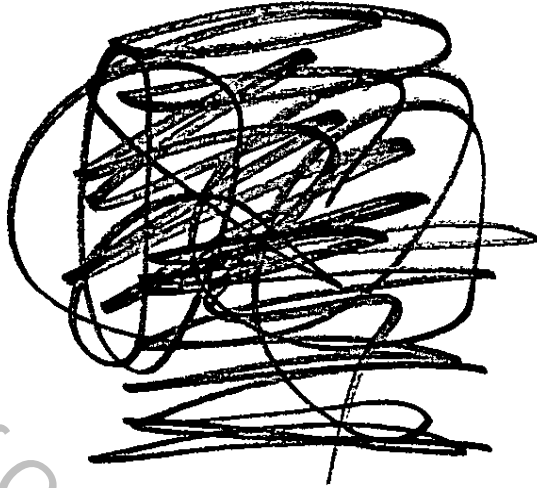


# UNOFFICIAL COPY

## Exhibit E

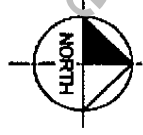
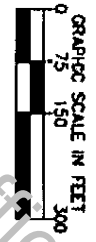
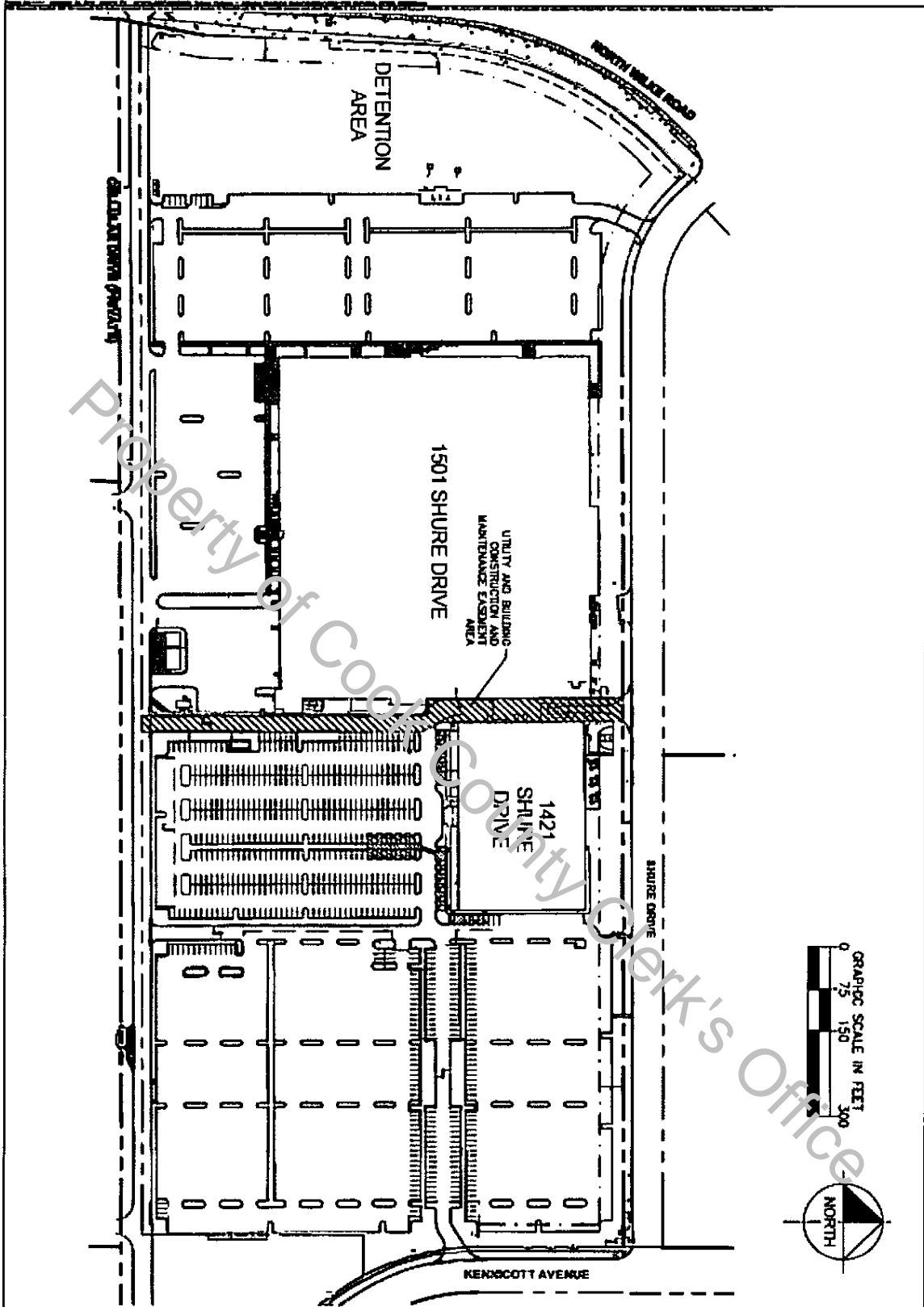
**Utility and Building Construction and Maintenance Easement Area**

*(see attached)*



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**UTILITY AND BUILDING CONSTRUCTION AND MAINTENANCE EASEMENT AREA**  
 NORTHWEST CROSSINGS  
 1501/1421 W. SHURE DRIVE  
 60004

ARLINGTON HEIGHTS, IL

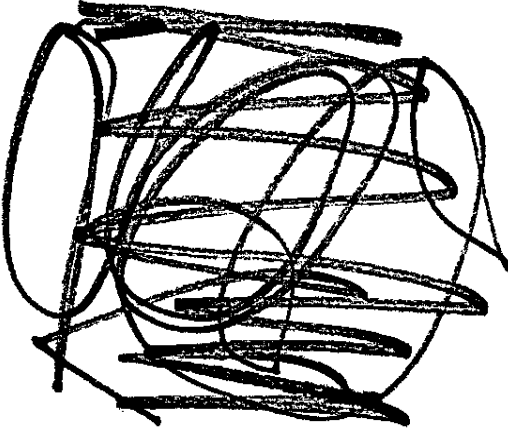
**Kimley»Horn**  
 © 2015 KIMLEY-HORN AND ASSOCIATES, INC.  
 1000 WARDVILLE ROAD, SUITE 350, LEAS, IL 60532  
 PHONE: 830-487-8550 WWW.KIMLEY-HORN.COM

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## Exhibit F

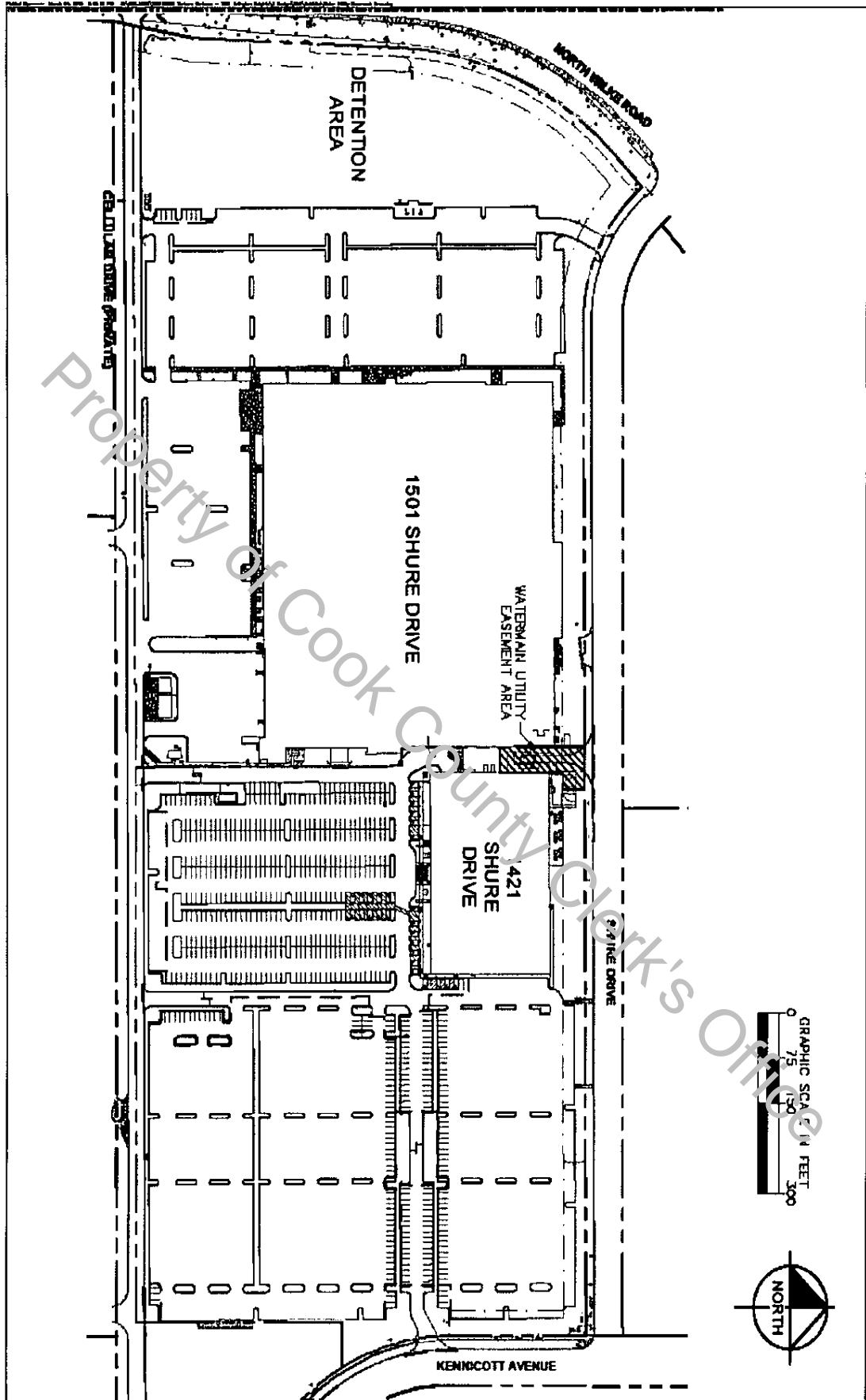
### Water Line Maintenance Easement Area

*(see attached)*



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EX-F  
EASEMENT

**WATERMAIN UTILITY EASEMENT AREA**  
 NORTHWEST CROSSINGS  
 1501/1421 W. SHURE DRIVE  
 60004

ARLINGTON HEIGHTS, IL

**Kimley»Horn**

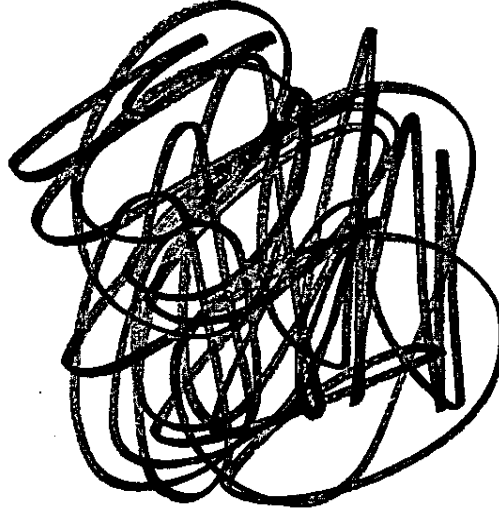
© 2018 KIMLEY-HORN AND ASSOCIATES, INC.  
 1001 WARRENVILLE ROAD, SUITE 300, URBANA, IL 62902  
 PHONE: 630-467-5300 WWW.KIMLEY-HORN.COM

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## Exhibit G

### Fiber Optic Utility Easement Area

*(See Attached)*



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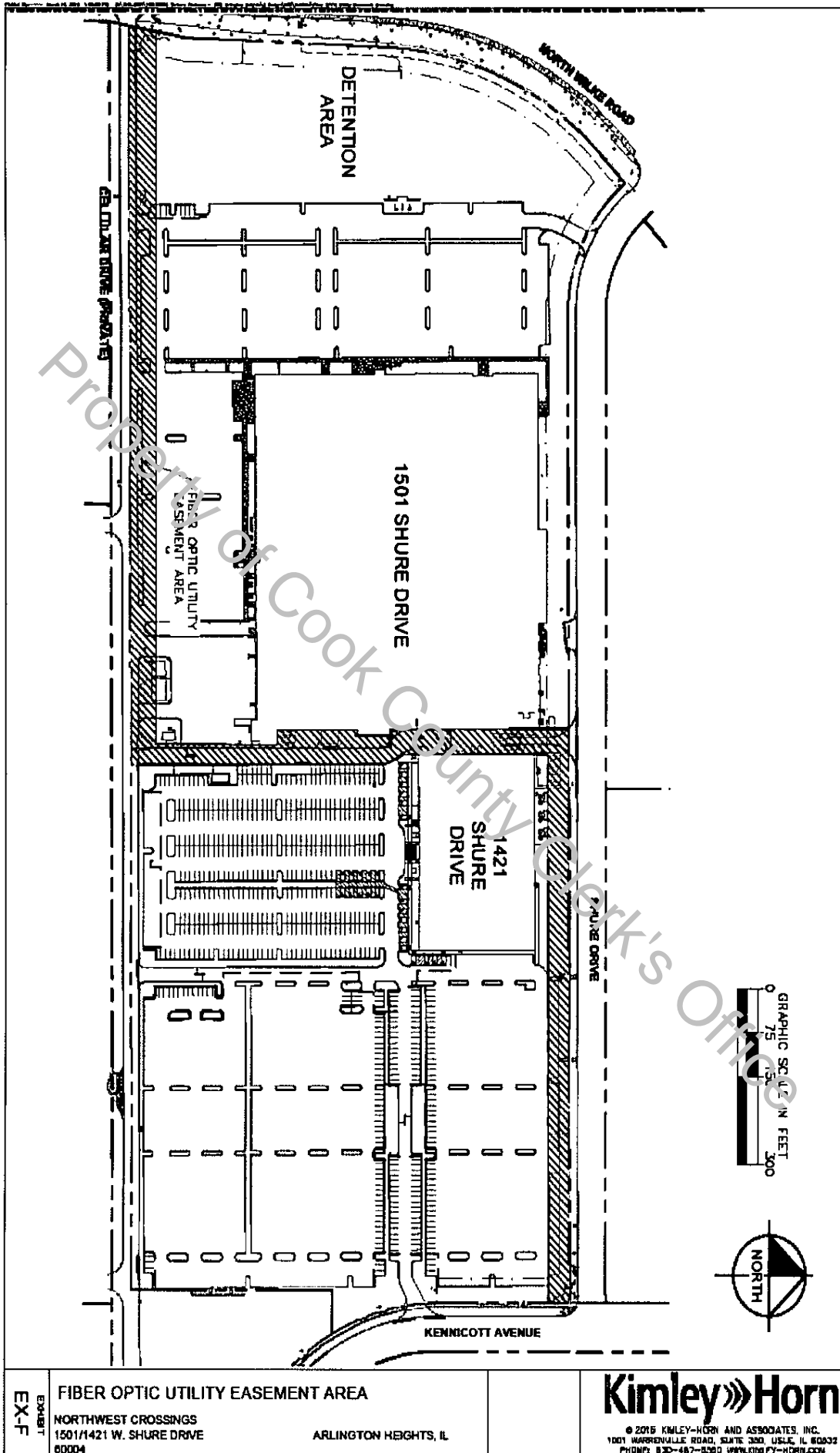


EXHIBIT  
EX-1-F

### FIBER OPTIC UTILITY EASEMENT AREA

NORTHWEST CROSSINGS  
1501/1421 W. SHURE DRIVE  
80004

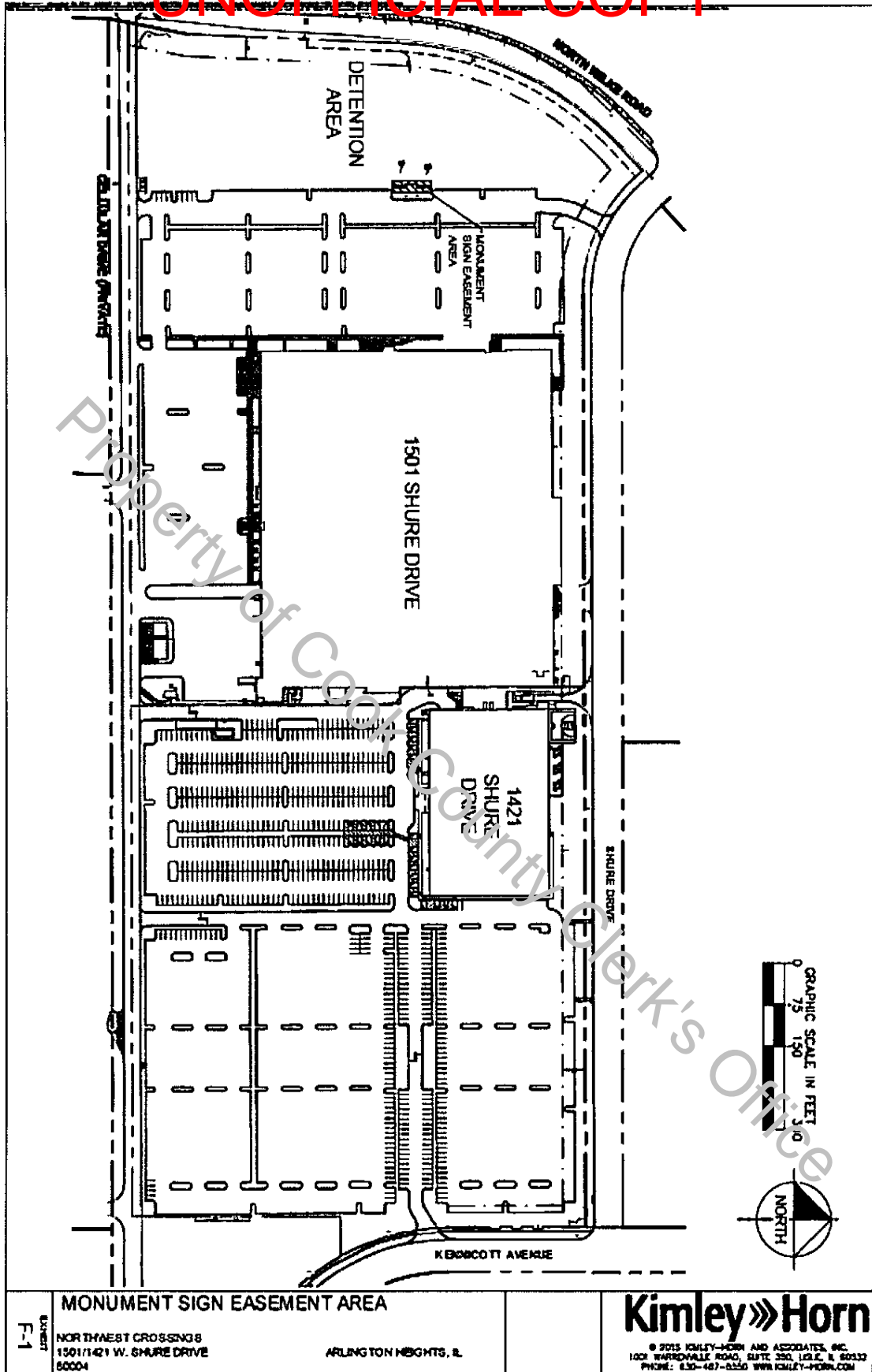
ARLINGTON HEIGHTS, IL

## Kimley»Horn

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MONUMENT SIGN EASEMENT AREA

Sheet  
F-1

NORTHWEST CROSSING 8  
1501/1421 W. SHURE DRIVE  
60004

ARLINGTON HEIGHTS, IL

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PHONE: 630-487-0550 WWW.KIMLEY-HORN.COM

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## Exhibit H-2

**Monument Sign Easement Area**

*(see attached)*

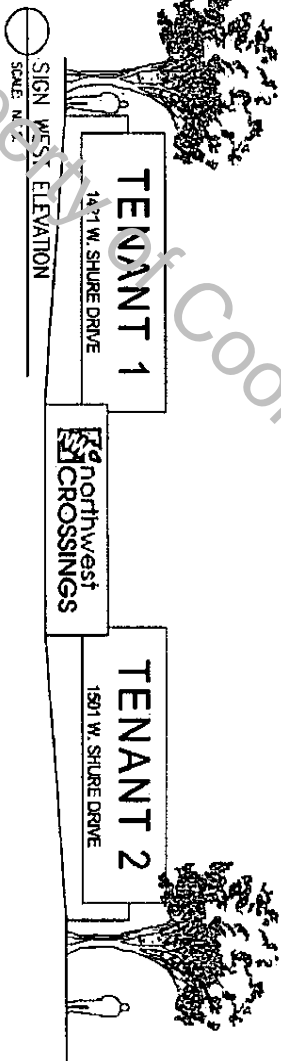
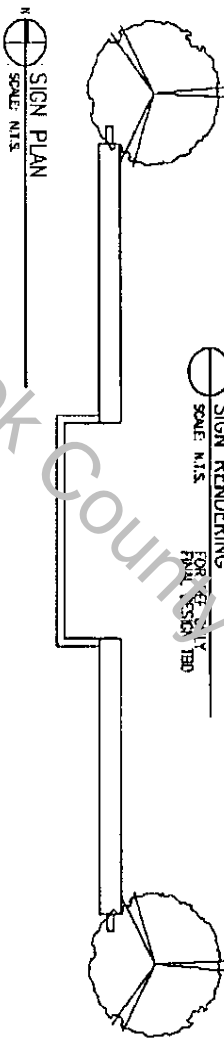
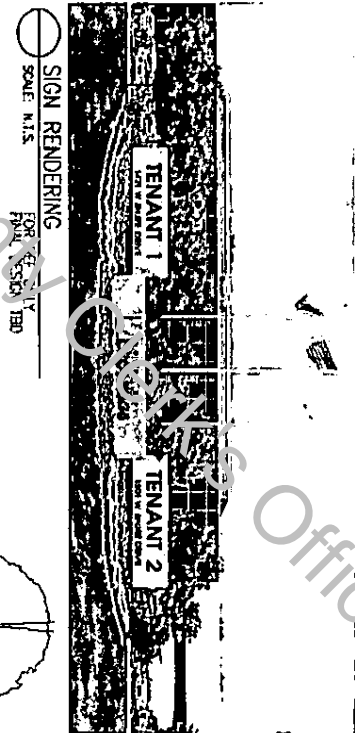
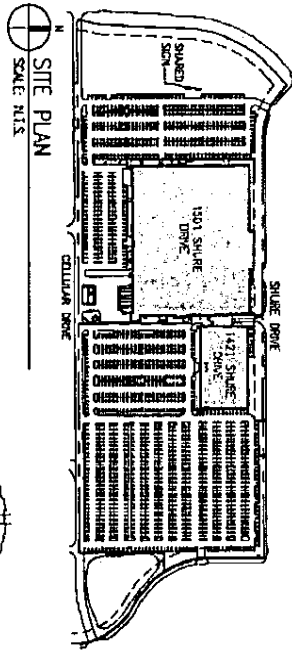
**COOK COUNTY  
RECORDER OF DEEDS**

**COOK COUNTY  
RECORDER OF DEEDS**

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EXHIBIT F-2



**northwest CROSSINGS**  
ARLINGTON HEIGHTS, ILLINOIS

**torburn partners**

**OKW**  
OKW Architects  
PHOTO: ANDREW BROWN