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Doc#: 1906616104 Fee: \$70.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 03/07/2019 11:43 AM Pg: 1 of 12

Prepared By:
Prudential Asset Resources,
Inc. 2100 Ross Avenue
Suite 2500
Dallas, Texas 75201
Attn: Scott Brkovich

After Recording Return to:

Scott Brkovich
Prudential Asset Resources, Inc.
2100 Ross, Suite 2500
Dallas, TX 75201

Recording information above this line
Prudential Loan No. 706108691
Northwestern Loan No. 339102

SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement ("**Agreement**") is effective as of the date of execution by the last of the parties hereto to execute as set forth beneath their respective signatures hereinbelow (the "**Effective Date**") among THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, a Wisconsin corporation ("Northwestern"), THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation ("Prudential", together with Northwestern and their respective successors or assigns in interest, collectively "Lender" and as "Lead Lender" and as authorized signatory on behalf of Northwestern), and Shake Shack Illinois LLC, a Delaware limited liability company ("**Tenant**", which includes any assigns and successors in interest of Tenant permitted under the Lease), with a mailing address of c/o Shake Shack Enterprises, LLC, 225 Varick Street, New York, NY 10014, Attn: Real Estate Counsel.

RECITALS:

A. Lender is the current owner and the holder of a loan evidenced by promissory notes (collectively the "**Note**") dated February 17, 2012, in the original amount of \$425,000,000.00. The Note is secured by a inter alia, a Mortgage and Security Agreement dated the same date as the Note, and recorded February 17, 2012 under Document No. 1204822067 in the Official Records of Cook County, Illinois (as amended, modified and/or restated, the "Mortgage"), covering the real property described therein (the "**Mortgaged Premises**" see legal description Exhibit A).

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B. Tenant is the tenant under that certain Lease Agreement dated September 27, 2018 (as may be amended, including all renewals, extensions and amendments thereto after the date of this Agreement, the "**Lease**"), between Tenant and Woodfield Mall LLC, a Delaware limited liability company, landlord (said landlord and its successors and assigns under the Lease, except Lender and those claiming under Lender, hereinafter called "**Landlord**"), covering all or part of the Mortgaged Premises as set forth under the Lease (hereinafter called the "**Demised Premises**").

C. Tenant and Lender desire to confirm their understanding with respect to the Lease and the Mortgage.

THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties, Lender and Tenant agree as follows:

1. **Subordination.** In consideration of the non-disturbance and other terms of this Agreement, the Lease is now, and will at all times and for all purposes be, subject and subordinate, in every respect, to the lien imposed by the Mortgage, with the provisions of this Agreement controlling over the provisions of the Lease. In consideration of the non-disturbance and other terms of this Agreement, the Lease is subordinate and subject, in each and every respect, to any and all increases, renewals, modifications, extensions, substitutions, replacements and/or consolidations of the lien imposed by the Mortgage (collectively a "**Modification**"), and the lien of all other loan documents securing the Note, provided that any and all Modifications shall nevertheless be subject to the terms of this Agreement.

2. **Non-Disturbance.** So long as Tenant is not in default, beyond the applicable cure periods, under any of the terms, provisions, agreements, covenants, or obligations set forth in the Lease (a) Lender shall not name or join Tenant as a defendant in any exercise of Lender's rights and remedies arising upon default under the Mortgage, unless applicable law requires Tenant to be made a party, and (b) Tenant's possession of the Demised Premises and rights under said Lease shall not be disturbed or interfered with by Lender.

3. **Attornment.** If Lender or any other party succeeds to the interest of Landlord under the Lease in any manner ("**Successor Landlord**"), including but not limited to foreclosure, exercise of any power of sale, succession by deed in lieu or other conveyance (a "**Succession**"), Tenant will attorn to and be bound to Successor Landlord upon Succession and will recognize any Successor Landlord as the landlord under the Lease. The Lease shall continue in full force and effect as a direct lease, in accordance with its terms, except as provided in this Agreement. Such attornment is effective and self-operative without the execution of any further instrument. Tenant, upon request, will sign and deliver any instruments reasonably requested to evidence such attornment. Tenant waives the provisions of any statute or rule of law, now or hereafter in effect, which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect the Lease and the obligations of Tenant thereunder as a result of any such foreclosure or trustee's sale.

4. **Limitation on Successor Landlord's Liability.** Upon any Succession, Successor Landlord shall not be (a) liable for any act or omission of the Landlord under said Lease, unless and to the extent such act or omission continues from and after the date the Successor Landlord succeeds to the interest of Landlord and excluding Tenant's express offset rights in the Lease, (b) intentionally

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deleted, (c) bound by any rent or additional rent which Tenant may have paid to Landlord for more than the current month, subject to year-end reconciliations, (d) bound by any amendment or modification of the Lease that would reduce or shorten any economic obligations of Tenant under the Lease or materially impair Landlord's rights under the Lease made without Lender's prior written consent; provided, however, Lender shall not be bound by any amendment or modification unless Lender receives a fully executed copy of such amendment or modification, (e) liable for any security deposit paid by Tenant to Landlord unless such deposit is delivered to Successor Landlord, (f) intentionally deleted, or (g) liable for the payment of any leasing commissions, the triggering event for which arose or occurred prior to the Succession. Any reference to Landlord includes all prior landlords under the Lease. Except as otherwise expressly set forth herein, Successor Landlord shall not be liable for the performance of the obligations of the Landlord under the Lease, except for those obligations which either continue after or first arise during the period of Successor Landlord's ownership of the Mortgaged Premises and for "**Continuing Defaults**" (as defined below). In the case of a casualty or condemnation repair obligation, during the time period during which Lender is the Successor Landlord, Lender's repair obligation shall be governed by the Lease.

A "**Continuing Default**" is defined as a default by Landlord under the Lease that began prior to Succession, is ongoing and continuing following Succession, is susceptible to being cured, and for which Tenant provided Lender with notice as required hereunder prior to Succession. Successor Landlord shall only have liability for actual damages (not punitive or special damages) that arise after Succession as a result of its failure to cure a Continuing Default.

5. **Tenant's Warranty.** Tenant warrants to Lender, as of the date hereof, that (a) there are no known defaults on the part of Landlord, (b) the Lease is a complete statement of the agreement of the parties with respect to the leasing of the Demised Premises, (c) the Lease is validly executed by Tenant and in full force and effect, and (d) all conditions to the effectiveness or continuing effectiveness thereof required to be satisfied as of the date hereof have been satisfied. Tenant acknowledges and warrants to Lender that it has not subordinated the Lease or any of its rights under the Lease to any lien or mortgage other than the Mortgage.

Tenant further represents and warrants that Tenant and all guarantors of all or any portion of the Lease, if applicable: (i) are not a person or entity with whom Lender is restricted from doing business with under regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated Nationals and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action; (ii) are not a person or entity with whom Lender is restricted from doing business under the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders thereunder; and (iii) are not knowingly engaged in any dealings or transaction or be otherwise associated with such persons or entities described in (i) and (ii) above.

6. **Lender Cure Rights.** Tenant will notify Lender in writing of any default by Landlord under the Lease that would entitle Tenant to cancel or terminate the Lease or abate the rents payable thereunder. Such notice shall be sent to Lender at 2100 Ross Avenue, Suite 2500, Dallas, Texas 75201, Reference Loan No. 706108691, certified mail, return receipt requested

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or by overnight delivery by a nationally recognized courier. If within thirty (30) business days after receipt of such default notice Lender notifies Tenant in writing of its intent to cure such default, Lender shall have thirty (30) days beyond the curative period available to Landlord under the Lease to cure the default by Landlord. Until Lender becomes a Successor Landlord or otherwise take possession and control over the Mortgaged Premises, Lender has no obligation to cure any default by Landlord and shall have no liability for not curing any default. In addition, as to any default by Landlord the cure of which requires possession and control of the Mortgaged Premises, Lender's cure period shall continue for such additional time as Lender may reasonably require to obtain possession and control of the Mortgaged Premises, provided Tenant is able to fully operate its business as envisioned under the Lease.

7. **Exculpation of Successor Landlord.** Notwithstanding anything to the contrary in this Agreement or the Lease, Tenant shall look exclusively to Successor Landlord's interest in the Mortgaged Premises or any proceeds from the disposition thereof, any rents or profits derived from the Mortgaged Premises, or any insurance or condemnation proceeds related thereto, for the satisfaction of Tenant's remedies in the event of (a) default by Successor Landlord as landlord under the Lease, (b) any indemnity obligation that arises pursuant to the Lease, or (c) any payment or discharge of any money judgment in favor of Tenant against Successor Landlord with respect to the Lease.

8. **Rent Payment.** Immediately upon written notice to Tenant (a) that Lender is exercising its rights under the Mortgage or any other loan documents acting to secure the Note following a default under the Loan, or (b) of Lender's succeeding to the Landlord's interest under the Lease, Tenant agrees to pay all rents due under the Lease directly to Lender in accordance with the Lease. In such event, Landlord hereby expressly authorizes Tenant to make such payments to Lender and further agrees that any sums paid to Lender shall be in satisfaction of Tenant's obligations under the Lease. Lender shall indemnify and hold Tenant harmless from any claims that arise in connection with Tenant's payments of rent to Lender.

9. **Complete Agreement.** This Agreement supersedes, as between the parties hereto, all of the terms and provisions of the Lease which are inconsistent herewith.

10. **No Oral Modification/Binding Effect.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest.

11. **Laws.** This Agreement shall be construed in accordance with the laws of the State where the Mortgaged Premises are located.

12. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed and delivered to each of the parties.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

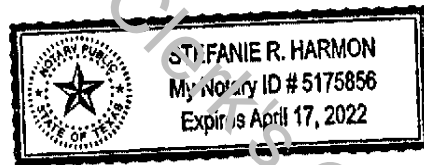
THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation, both in its capacity as Lead Lender and on behalf of the Co-Lender pursuant to the Co-Lender and Servicing Agreement dated as of February 17, 2012 (the "Co-Lender Agreement")

By: Abeer Ghazaleh
Name: Abeer Ghazaleh
Title: Second Vice President
Dated: 2-21, 2019

STATE OF TEXAS §
 § ss.
COUNTY OF DALLAS §

Before me, on February 21, 2019 in and for said State, personally appeared Abeer Ghazaleh as 2nd VP of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the instrument on behalf of said entity.

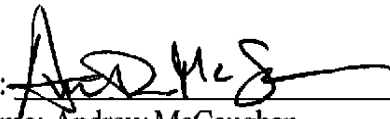
Stefanie R. Harmon
Notary Public



SIGNATURES CONTINUE ON FOLLOWING PAGE

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TENANT:

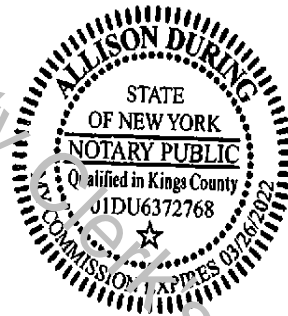
By: 
 Name: Andrew McCaughan
 Title: VP of Development
 Dated: February 12, 2019

STATE OF NEW YORK §
 § ss.
 COUNTY OF NEW YORK §

Before me, on February 12, 2019 in and for said State, personally appeared Andrew McCaughan as Vice-President of Development of Shake Shack Illinois LLC, a Delaware limited liability company, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the instrument on behalf of said Company.



Notary Public



SIGNATURE CONTINUES ON FOLLOWING PAGE

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With respect to Section 8.

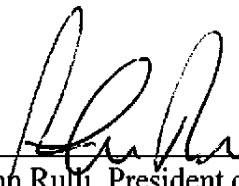
WOODFIELD MALL LLC, a Delaware limited liability company

By: MISSION VIEJO ASSOCIATES, L.P., a California limited partnership, its sole member

By: SIMON PROPERTY GROUP, L.P., a Delaware limited partnership, its general partner

By: SIMON PROPERTY GROUP, INC., a Delaware corporation, its general partner

Property of Cook County Clerk's Office

By: 
John Rulli, President of Malls – Chief Administrative Officer

STATE OF

§
§
§

ss.

COUNTY OF

See Attached

Before me, on _____, 2019 in and for said State, personally appeared _____ as _____ of _____, a _____ personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the instrument on behalf of said _____.

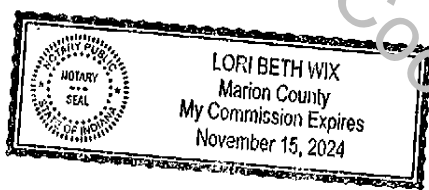
Notary Public

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STATE OF INDIANA)
) SS
COUNTY OF MARION)

Before me, on February 19, 2019 in and for said State, personally appeared John Rulli as President of Malls – Chief Administrative Officer of SIMON PROPERTY GROUP, INC., a Delaware corporation, general partner of SIMON PROPERTY GROUP, L.P., a Delaware limited partnership, general partner of MISSION VIEJO ASSOCIATES, L.P., a California limited partnership, sole member of WOODFIELD MALL LLC, a Delaware limited liability company, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the instrument on behalf of said corporation.

Lori Beth Wix
Notary Public



Property of Cook County Clerk's Office

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Exhibit A

Property of Cook County Clerk's Office

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EXHIBIT A LEGAL DESCRIPTION

Real property in the City of Schaumburg, County of Cook, State of Illinois, described as follows:

PARCEL 1A:

LOT 2D IN PLAT OF RESUBDIVISION, SAID PLAT OF RESUBDIVISION RECORDED DECEMBER 20, 1993 AS DOCUMENT NUMBER 03043692, OF PART OF LOT 2 IN WOODFIELD AND LOT 2A IN THE RESUBDIVISION OF PARTS OF LOTS 2, 5, 6, AND 7 IN WOODFIELD, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4, NORTHEAST 1/4 AND SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2A:

LOT 5A IN THE RESUBDIVISION, SAID PLAT OF RESUBDIVISION RECORDED AS DOCUMENT NUMBER 21844681, OF PARTS OF LOTS 2, 5, 6 AND 7 IN WOODFIELD, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4, NORTHEAST 1/4 AND SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2B:

LOT 10 IN WOODFIELD, SAID PLAT OF SUBDIVISION RECORDED AS DOCUMENT NUMBER 20924946, A SUBDIVISION OF PART OF THE NORTHWEST 1/4, NORTHEAST 1/4 AND SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3A:

LOT 11 IN WOODFIELD, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4, NORTHEAST 1/4 AND SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 11; THENCE SOUTH 43 DEGREES 40 MINUTES EAST ALONG THE EASTERLY LINE OF SAID LOT 11, 225.53 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES WEST, 125.40 FEET; THENCE SOUTH 89 DEGREES 22 MINUTES 48 SECONDS WEST, 67.86 FEET TO A POINT ON THE WEST LINE OF SAID LOT 11; THENCE NORTH 00 DEGREES 29 MINUTES 34 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 11, 251.20 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE RECIPROCAL AND NON-EXCLUSIVE RIGHTS, EASEMENTS, PRIVILEGES OF USE, INGRESS AND EGRESS, PARKING AND FOR UTILITY AND OTHER PURPOSES CREATED AND GRANTED AS AN APPURTENANCE TO PARCELS 1A, 2A, 2B, 3A, 5 AND 7 ABOVE, IN AND BY THAT CERTAIN FOUR PARTY OPERATING AGREEMENT DATED AS OF THE 20TH DAY OF AUGUST, 1969 BETWEEN WOODFIELD ASSOCIATES, MARSHALL FIELD AND COMPANY, SEARS ROEBUCK AND COMPANY AND J. C. PENNEY COMPANY, INCORPORATED, RECORDED ON AUGUST 29, 1969 AS DOCUMENT 20945754 AT THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AND FILED AUGUST 29, 1969 AS DOCUMENT LR 2469541 IN THE REGISTRAR'S OFFICE OF COOK COUNTY, ILLINOIS, AS AMENDED BY AMENDMENT TO FOUR PARTY OPERATING AGREEMENT DATED AS OF THE 31ST DAY OF JULY, 1970 BETWEEN THE SAME PARTIES RECORDED ON NOVEMBER 10, 1970 AS DOCUMENT 21313273, AT THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AND AS FURTHER AMENDED BY

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SECOND AMENDMENT TO FOUR PARTY OPERATING AGREEMENT DATED AS OF THE 21ST DAY OF JUNE, 1971 BETWEEN CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE, MARSHALL FIELD AND COMPANY, SEARS ROEBUCK AND COMPANY AND J. C. PENNEY COMPANY, INCORPORATED, RECORDED ON SEPTEMBER 13, 1971 AS DOCUMENT 21619274 AT THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AND FILED ON DECEMBER 14, 1971 AS DOCUMENT LR2598646 IN THE REGISTER'S OFFICE OF COOK COUNTY, ILLINOIS, AND AS AMENDED BY THIRD SUPPLEMENTAL AGREEMENT DATED JUNE 21, 1971 AND RECORDED JANUARY 12, 1972 AS DOCUMENT 21774062 AND SUPPLEMENTAL AGREEMENT DATED THE 30TH DAY OF JANUARY, 1969 BETWEEN WOODFIELD ASSOCIATES AND MARSHALL FIELD AND COMPANY AS AMENDED BY FIRST AMENDMENT TO SUPPLEMENTAL AGREEMENT DATED AS OF THE 21ST DAY OF JUNE, 1971 BY AND BETWEEN CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEES, AND MARSHALL FIELD AND COMPANY, A MEMORANDUM OF SAID SUPPLEMENTAL AGREEMENT AND AMENDMENT HAS BEEN RECORDED ON JANUARY 24, 1972 AS DOCUMENT 21785149 IN THE RECORDER'S OFFICE AFORESAID, SUPPLEMENTAL AGREEMENT DATED AS OF THE 31ST DAY OF OCTOBER, 1969 BY AND BETWEEN WOODFIELD ASSOCIATES AND SEARS, ROEBUCK AND COMPANY AS AMENDED BY FIRST AMENDMENT TO SUPPLEMENTAL AGREEMENT DATED AS OF THE 21ST DAY OF JUNE, 1971 BY AND BETWEEN CHICAGO TITLE AND TRUST COMPANY A CORPORATION OF ILLINOIS, AS TRUSTEE, AND SEARS, ROEBUCK AND COMPANY, A MEMORANDUM OF SAID SUPPLEMENTAL AGREEMENT AND AMENDMENT HAS BEEN RECORDED ON JANUARY 24, 1972 AS DOCUMENT 21785149 IN THE RECORDER'S OFFICE AFORESAID, SUPPLEMENTAL AGREEMENT DATED AS OF THE 30TH DAY OF JANUARY, 1969 BY AND BETWEEN WOODFIELD ASSOCIATES AND J. C. PENNEY COMPANY, INCORPORATED AND SECOND SUPPLEMENTAL AGREEMENT DATED AS OF THE 30TH DAY OF JANUARY, 1969 BY AND BETWEEN WOODFIELD ASSOCIATES AND J.C. PENNEY COMPANY INCORPORATED AND SECOND SUPPLEMENTAL AGREEMENT DATED AS OF THE 20TH DAY OF AUGUST, 1969 BETWEEN THE SAME PARTIES (MEMORANDA OF WHICH HAVE BEEN RECORDED ON NOVEMBER 4, 1969 AS DOCUMENT 21003242 AND DOCUMENT 21003243 AT THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS) AS AMENDED BY AMENDMENT TO SUPPLEMENTAL AGREEMENT AND AMENDMENT TO SECOND SUPPLEMENTAL AGREEMENT DATED AS OF THE 21ST DAY OF JUNE, 1971 BY AND BETWEEN CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE, AND J. C. PENNEY COMPANY, INCORPORATED, A MEMORANDUM OF WHICH HAS BEEN RECORDED ON JANUARY 24, 1972 AS DOCUMENT 21785149 IN THE RECORDER'S OFFICE AFORESAID, AND AS FURTHER AMENDED BY THIRD AMENDMENT TO FOUR PARTY OPERATING AGREEMENT DATED AS OF THE 29TH DAY OF AUGUST, 1972, BETWEEN CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE, MARSHALL FIELD AND COMPANY, SEARS, ROEBUCK AND COMPANY, J. C. PENNEY COMPANY, INCORPORATED, AND ADCOR REALTY CORPORATION, RECORDED MARCH 2, 1973 AS DOCUMENT 22237958 IN THE RECORDER'S OFFICE AFORESAID, ASSIGNMENT AND ASSUMPTION AGREEMENT DATED AUGUST 28, 1982 AND RECORDED AUGUST 30, 1982 AS DOCUMENT 26336957 WHEREBY MARSHALL FIELD AND COMPANY, A DELAWARE CORPORATION, ASSIGNED ITS INTEREST UNDER SAID OPERATING AGREEMENT TO BAT HOLDINGS I INC., A DELAWARE CORPORATION, AND AS AMENDED AND RESTATED BY AMENDED AND RESTATED CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT BY AND AMONG CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST NO. 46746, MARSHALL FIELD AND COMPANY, SEARS, ROEBUCK AND COMPANY, J.C. PENNEY COMPANY, INC., THE MAY DEPARTMENT STORES COMPANY (SUCCESSOR IN INTEREST TO ADCOR REALTY CORPORATION BY MERGER), AND NORDSTROM, INC. DATED DECEMBER 16, 1993 RECORDED ON DECEMBER 20, 1993 AS DOCUMENT 03043701, AND AS AMENDED BY SUPPLEMENTAL AGREEMENT DATED AS OF DECEMBER 16, 1993 BY AND BETWEEN CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST NO. 46746, AND THE MAY DEPARTMENT STORES COMPANY (SUCCESSOR IN INTEREST TO ADCOR REALTY CORPORATION BY MERGER), A MEMORANDUM OF WHICH HAS BEEN RECORDED ON DECEMBER 20, 1993 AS

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DOCUMENT 03043702, (HEREIN ALL TOGETHER CALLED "EASEMENT AGREEMENT") IN, ON, OVER, UPON AND UNDER CERTAIN ADJOINING REAL PROPERTY, THEREIN MORE PARTICULARLY DESCRIBED, TOGETHER WITH ALL OF THE RIGHTS, POWERS AND PRIVILEGES AND BENEFITS UNDER SAID EASEMENT AGREEMENT ACCRUING TO THE OWNER OF SAID PARCELS 1A, 2A, 3A, 5 AND 7, ITS SUCCESSORS, LEGAL REPRESENTATIVES AND ASSIGNS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOTS 7B, 7C, 7D IN THE RESUBDIVISION OF PARTS OF LOTS 2, 5, 6 AND 7 IN WOODFIELD, ACCORDING TO THE PLAT RECORDED AS DOCUMENT NUMBER 21844681, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

A NON-EXCLUSIVE, PERMANENT EASEMENT, APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 5 AFORESAID FOR VEHICULAR AND PEDESTRIAN EGRESS AND INGRESS TO AND FROM PARCEL 5, CREATED BY RING ROAD EASEMENT AGREEMENT BY AND BETWEEN SEARS, ROEBUCK AND CO. AND HOMART DEVELOPMENT CO. DATED JANUARY 19, 1986 AND RECORDED FEBRUARY 24, 1988 AS DOCUMENT NUMBER 88079948 AND FILED FEBRUARY 24, 1988 AS DOCUMENT NUMBER LR 3689563 OVER THE ROADWAYS LOCATED UPON LOTS 1 AND 8 IN WOODFIELD, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS SHOWN ON EXHIBIT "B" ATTACHED THERETO TOGETHER WITH 3 CURB CUTS FROM PARCEL 5 ONTO THE RING ROAD IN THE APPROXIMATE LOCATIONS AS SHOWN ON EXHIBIT "A" THERETO.

PARCEL 7:

LOT 2B IN PLAT OF RESUBDIVISION, SAID PLAT OF RESUBDIVISION RECORDED DECEMBER 20, 1993 AS DOCUMENT NUMBER 03043692, OF PART OF LOT 2 IN WOODFIELD AND LOT 2A IN THE RESUBDIVISION OF PARTS OF LOTS 2, 5, 6 AND 7 IN WOODFIELD, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4, NORTHEAST 1/4 AND SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX PARCELS:

07-13-200-035-0000
 07-13-200-015-0000
 07-13-200-032-0000
 07-13-103-007-0000
 07-13-200-024-0000
 07-13-200-025-0000
 07-13-200-026-0000
 07-13-200-033-0000

ADDRESS:

1000 E. WOODFIELD ROAD, SCHAUMBURG, IL
 1750 GOLF ROAD, SCHAUMBURG, IL
 1536 E. WOODFIELD ROAD, SCHAUMBURG, IL
 428 WOODFIELD ROAD, SCHAUMBURG, IL
 400 WOODFIELD DRIVE, SCHAUMBURG, IL