

UNOFFICIAL COPY



2417230133

Doc# 2417230133 Fee \$88.00

ILRHSP FEE:\$18.00 RPRF FEE:\$1.00

BLANKET FEE:\$75.00

CEDRIC GILES

COOK COUNTY CLERK'S OFFICE

DATE: 6/20/2024 1:28 PM

PAGE: 1 OF 16

Property of Cook County Clerk's Office

RECORDING COVER SHEET

DEED

ASSIGNMENT

RELEASE

SUBORDINATION AGREEMENT

AMENDMENT

OTHER _____

UNOFFICIAL COPY

This instrument prepared by
and after recording, return to:

Paul Hastings LLP
71 S. Wacker Drive, Suite 4500
Chicago, IL 60606
ATTN: Gregory E. Spitzer, Esq. (TSB)

This document serves as a financing statement filed as a fixture filing under the Illinois Uniform Commercial Code, Chapter 810 ILCS 5/9-502(b) and (c), et seq.

FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF
RENTS AND LEASES AND FIXTURE FILING (ILLINOIS)

made by

ALIGNED DATA CENTERS (EGV) PROPCO, LLC, as Mortgagor,

to

TORONTO DOMINION (TEXAS) LLC,
as Collateral Agent and Mortgagee

Dated as of June 17, 2024

Location: 50, 100, 101, 141 & 150 Northwest Point Boulevard,
Elk Grove Village, IL 60007

Legal Description is on Annex 1 of document

Assessor's Tax Parcel Numbers: 08-21-202-075-0000;
08-21-202-076-0000, 08-22-100-016-0000, 08-21-202-082-0000,
08-21-202-083-0000 & 08-21-202-066-0000

UNOFFICIAL COPY

FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (ILLINOIS)

This FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (ILLINOIS) dated as of June 17, 2024 (this "Amendment"), is entered into between **ALIGNED DATA CENTERS (EGV) PROPCO, LLC**, a Delaware limited liability company ("Mortgagor"), having an address at 2800 Summit Ave, Plano, TX 75074, as mortgagor, and **TORONTO DOMINION (TEXAS) LLC**, a Delaware limited liability company, as Collateral Agent (as hereinafter defined) for the sole benefit of itself, the Secured Parties, having an address at TD North Tower, 26th Floor, 77 King Street West, Toronto, Ontario, M5K 1A2, Canada, as mortgagee (in such capacity, "Mortgagee").

RECITALS

A. Mortgagor has heretofore executed and delivered to Mortgagee that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (Illinois) dated as of January 31, 2024, which was recorded on February 5, 2024, as Document No. 2403634026 in the official records of Cook County, Illinois (the "Existing Mortgage"), covering the real property described on Annex 1 attached hereto and made a part hereof. Initial capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Existing Mortgage or Credit Agreement (defined below), as applicable.

B. The Existing Mortgage was delivered pursuant to that certain Credit Agreement dated as of August 25, 2021 (as the same has been and may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Original Credit Agreement") by and between Mortgagor and certain other borrowers party thereto (collectively, the "Borrowers") and Mortgagee, as administrative agent for the Lender Parties, and as collateral agent for the Secured Parties.

C. Borrowers have entered into that Amendment No. 5 to Credit Agreement dated as of the date hereof, which amends the Original Credit Agreement ("Amendment No. 5"; together with the Original Credit Agreement, as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

D. In connection with Amendment No. 5, the total aggregate amount of all Commitments and all outstanding Loans under the Facilities has been increased to \$4,250,000,000.

E. Mortgagor will benefit from Amendment No. 5.

F. A condition precedent for the Lender providing the Loans under the Credit Agreement is the execution and delivery by the Mortgagor of this Amendment.

G. The parties desire to amend the Existing Mortgage pursuant to the terms and conditions herein.

UNOFFICIAL COPY

NOW THEREFORE, in consideration of the foregoing recitals, which recitals are incorporated herein and made a part hereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Amendments.** Effective as of the date hereof, the Existing Mortgage shall be deemed to be amended as follows:

(a) Section 8.4 (Maximum Principal Indebtedness) is hereby deleted in its entirety and replaced with the following: "Notwithstanding any provision contained herein to the contrary, the liabilities and obligations secured by this Mortgage shall not exceed \$8,500,000,000."

(b) From and after the date hereof, all references to the "Obligations" in the Existing Mortgage shall be deemed to include, but not be limited to, all of the agreements, covenants, conditions, warranties, representations and other obligations of Mortgagor under the Credit Agreement and the other Loan Documents to which it is a party (including, without limitation, Amendment No. 5).

2. **Certain Representations.** Mortgagor represents and warrants that, as of the date hereof: (a) Mortgagor has full power and authority to execute this Amendment, and this Amendment constitutes the legal, valid, and binding obligation of Mortgagor, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights generally; and (b) no authorization, approval, consent or other action by, notice to, or filing with, any governmental authority or other person is required for the execution and delivery by Mortgagor of this Amendment or the performance of this Amendment.

3. **Ratification and Confirmation.** It is expressly agreed that the execution of this Amendment shall not alter or otherwise affect the terms, provisions, and conditions of the Existing Mortgage EXCEPT as expressly set forth above. Mortgagor hereby RATIFIES, CONFIRMS, AND AGREES that the Existing Mortgage, as amended hereby, shall continue to be in full force and effect to the same extent as provided therein. Any reference to the "Mortgage" as used in the Existing Mortgage or herein shall mean the Existing Mortgage as modified by this Amendment.

4. **Limitation on Agreements.** The modifications set forth herein are limited precisely as written and shall not be deemed (a) to be a consent under or a waiver of or an amendment to any other term or condition in the Existing Mortgage, or (b) to prejudice any right or rights which Mortgagee now has or may have in the future under or in connection with the Existing Mortgage, as amended hereby, or any of the other documents referred to herein or therein.

5. **Effect of Amendment; Conflicts.** This Amendment shall be construed as, and is hereby made a part of, the Existing Mortgage, and such instruments (the Existing Mortgage and this Amendment) shall be construed and interpreted together as a single instrument, excepting only that, in the case of any inconsistency which cannot be reconciled, the terms of this Amendment shall be controlling.

UNOFFICIAL COPY

6. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement.

7. **Applicable Law.** The provisions of this Amendment regarding the creation, perfection and enforcement of the liens and security interests herein granted shall be governed by and construed under the laws of the state in which the Mortgaged Property is located. All other provisions of this Amendment shall be governed by the laws of the State of New York.

8. **Entirety.** THIS AMENDMENT, THE EXISTING MORTGAGE, THE CREDIT AGREEMENT, AND ALL OF THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES HERETO AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES HERETO. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES HERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the respective dates of their notary certifications below to be effective as of the date first set forth above, intending to create an instrument executed under seal.

[SIGNATURE PAGES FOLLOW]

Cook County Clerk's Office

UNOFFICIAL COPY

MORTGAGOR:

ALIGNED DATA CENTERS (EGV)
PROPCO, LLC, a Delaware limited liability
company

By: _____

Name: Anubhav Raj

Title: Chief Financial Officer

[Notary Acknowledgment Follows]

Property of Cook County Clerk's Office

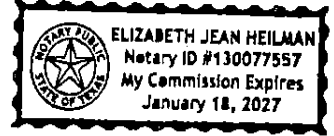
UNOFFICIAL COPY

STATE OF Texas §
COUNTY OF Collin §

Before me, the undersigned authority, on this day personally appeared Anubhav Raj, as Chief Financial Officer of ALIGNED DATA CENTERS (EGV) PROPCO, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity stated.

Given under my hand and seal of office this 12th day of June 2024.

My Commission Expires: 01/18/27 Elizabeth J. Heilman
Notary Public



Property of Cook County Clerk's Office

UNOFFICIAL COPY

MORTGAGEE: TORONTO DOMINION (TEXAS) LLC, a
Delaware limited liability company

By: Ronald Davis
Name: RONALD DAVIS
Title: AUTHORIZED SIGNATORY

[Notary Acknowledgment Follows]

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF)
New York)
) ss.:
 COUNTY OF)
New York)

On this 12th day of JUNE, 2024, before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared Ronald Davis, to me known to be the Authorized Signatory of TORONTO DOMINION (TEXAS) LLC, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that (s)he was duly authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public Dennis Cairns
 Print Name: DENNIS CAIRNS
 Residing at: QUEENS NY

My Commission Expires: 8/9/24

DENNIS CAIRNS
 NOTARY PUBLIC, STATE OF NEW YORK
 NO. 01CA6114237
 QUALIFIED IN QUEENS COUNTY
 COMMISSION EXPIRES 08/09/2024

Property of Cook County Clerk's Office

UNOFFICIAL COPY

ANNEX 1

Legal Description

TRACT A:

PARCEL 1:

LOTS 5 AND 6 IN THE PARK AT NORTHWEST POINT, BEING A SUBDIVISION OF PARTS OF SECTIONS 15, 16, 21 AND 22 ALL IN TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON AUGUST 5, 1987 AS DOCUMENT NO. 87433382.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR SURFACE WATER DRAINAGE GRANTED IN DOCUMENT RECORDED SEPTEMBER 11, 1987 AS DOCUMENT 87499186 AFFECTING LOT 4 IN THE PARK AT NORTHWEST POINT BEING A SUBDIVISION OF PARTS OF SECTIONS 15, 16, 21 AND 22 ALL IN TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER THE COMMON PROPERTIES AS SET FORTH IN THAT DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR NORTHWEST POINT RECORDED FEBRUARY 3, 1983 AS DOCUMENT 26495247, AS AMENDED AND/OR AFFECTED BY THE FOLLOWING: PARTIAL RELEASE RECORDED AUGUST 3, 1984 AS DOCUMENT NO. 27199708; FIRST AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR NORTHWEST POINT RECORDED MAY 9, 1988 AS DOCUMENT NO. 88197029; SECOND AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR NORTHWEST POINT RECORDED FEBRUARY 2, 1998 AS DOCUMENT 98085892 AND DOCUMENT 98085897 AND RE-RECORDED MARCH 27, 1998 AS DOCUMENT 98240101; THIRD AMENDMENT TO DECLARATION OF COVENANTS EASEMENTS AND RESTRICTIONS FOR NORTHWEST POINT, RECORDED MARCH 27, 1998 AS DOCUMENT 98240102; ASSIGNMENT AND ASSUMPTION OF DECLARATION OF COVENANTS, EASEMENTS, AND RESTRICTIONS FOR NORTHWEST POINT RECORDED MARCH 27, 1998 AS DOCUMENT 98240104; FOURTH AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, AND RESTRICTIONS FOR NORTHWEST POINT RECORDED DECEMBER 17, 2015 AS DOCUMENT 1535119101; FIFTH AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, AND RESTRICTIONS FOR NORTHWEST POINT RECORDED JANUARY 18, 2022 AS DOCUMENT 220181901 FOR THE FOLLOWING PURPOSES ON THE REAL PROPERTY AS DEFINED THEREIN:

FOR INGRESS AND EGRESS OVER, UNDER, ACROSS, IN AND UPON THE PROPERTY AND TO PROVIDE REASONABLE AND NECESSARY ACCESS TO COMMON PROPERTIES AND FOR THE PURPOSE OF PERFORMING THE CONSTRUCTION, INSTALLATION, MAINTENANCE, OR

UNOFFICIAL COPY

REPAIR OF SUCH COMMON PROPERTIES AND THE RIGHT TO USE AND ENJOY THE COMMON PROPERTIES.

TRACT B:

PARCEL 1:

LOT 1 IN METROPOLITAN - W. B. SUBDIVISION, BEING A RESUBDIVISION OF PART OF LOT 1 IN THE PARK AT NORTHWEST POINT, A SUBDIVISION OF PARTS OF SECTIONS 15, 16, 21 AND 22 ALL IN TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER THE COMMON PROPERTIES AS SET FORTH IN THAT DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR NORTHWEST POINT RECORDED FEBRUARY 3, 1982 AS DOCUMENT 26495247, AS AMENDED AND/OR AFFECTED BY THE FOLLOWING: PARTIAL RELEASE RECORDED AUGUST 3, 1984 AS DOCUMENT NO. 27199708; FIRST AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR NORTHWEST POINT RECORDED MAY 9, 1988 AS DOCUMENT NO. 88197029; SECOND AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR NORTHWEST POINT RECORDED FEBRUARY 2, 1998 AS DOCUMENT 98085892 AND DOCUMENT 98085897 AND RE-RECORDED MARCH 27, 1998 AS DOCUMENT 98240101; THIRD AMENDMENT TO DECLARATION OF COVENANTS EASEMENTS AND RESTRICTIONS FOR NORTHWEST POINT, RECORDED MARCH 27, 1998 AS DOCUMENT 98240102; ASSIGNMENT AND ASSUMPTION OF DECLARATION OF COVENANTS, EASEMENTS, AND RESTRICTIONS FOR NORTHWEST POINT RECORDED MARCH 27, 1998 AS DOCUMENT 98240104; FOURTH AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, AND RESTRICTIONS FOR NORTHWEST POINT RECORDED DECEMBER 17, 2015 AS DOCUMENT 1535119101; FIFTH AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, AND RESTRICTIONS FOR NORTHWEST POINT RECORDED JANUARY 18, 2022 AS DOCUMENT 220181901. FOR THE FOLLOWING PURPOSES ON THE REAL PROPERTY AS DEFINED THEREIN:

FOR INGRESS AND EGRESS OVER, UNDER, ACROSS, IN AND UPON THE PROPERTY AND TO PROVIDE REASONABLE AND NECESSARY ACCESS TO COMMON PROPERTIES AND FOR THE PURPOSE OF PERFORMING THE CONSTRUCTION, INSTALLATION, MAINTENANCE, OR REPAIR OF SUCH COMMON PROPERTIES AND THE RIGHT TO USE AND ENJOY THE COMMON PROPERTIES.

PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN THE ACCESS EASEMENT DATED AS OF AUGUST 1, 1989 AND RECORDED SEPTEMBER 15, 1989 AS DOCUMENT NO. 89436328, AS AFFECTED BY ACCESS EASEMENT AGREEMENT DATED AS OF DECEMBER 15, 2015 AND RECORDED DECEMBER 17, 2015 AS DOCUMENT NO. 1535119107, AS AMENDED BY THAT CERTAIN AMENDMENT

UNOFFICIAL COPY

OF ACCESS EASEMENT AGREEMENT DATED AS OF APRIL 12, 2022 AND RECORDED AUGUST 4, 2022 AS DOCUMENT NO. 2221615032.

TRACT C:

PARCEL 1:

LOT 1 IN THE FINAL PLAT OF RESUBDIVISION OF LOT 7 IN THE PARK AT NORTHWEST POINT, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 6, 2001 AS DOCUMENT 0010828531, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PERPETUAL, NON-EXCLUSIVE EASEMENTS IN FAVOR OF PARCEL 1 NOTED IN THE DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS RECORDED ON OCTOBER 15, 2001 AS DOCUMENT NUMBER 0010957201, AS AMENDED BY FIRST AMENDMENT RECORDED AS DOCUMENT NO. 0011148327, UNRECORDED SECOND AMENDMENT DATED OCTOBER 31, 2003, THIRD AMENDMENT RECORDED AS DOCUMENT NO. 0612222161, FOR THE FOLLOWING PURPOSES ON THE REAL PROPERTY AS DEFINED THEREIN:

- (I) NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN ACCESS, INGRESS AND EGRESS ON, OVER AND ACROSS THOSE PORTIONS OF ANY PRIVATE ROADS OR DRIVES AND WALKWAYS AS SET FORTH THEREIN;
- (II) NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS AND EGRESS BY EMERGENCY VEHICLES AND PERSONNEL ON, OVER AND ACROSS PRIVATE ROADS OR DRIVES OVER THE BUILDING 50 PROPERTY, SUBJECT TO ANY RELOCATION RIGHTS DESCRIBED THEREIN;
- (III) NON-EXCLUSIVE EASEMENT FOR UTILITIES ON, OVER AND THROUGH THE BUILDING 50 PROPERTY, AND FOR THE USE, MAINTENANCE, REPAIR AND REPLACEMENT OF SUCH UTILITIES, AND EACH OWNER AGREES FOR THE BENEFIT OF EACH OTHER OWNER TO GRANT SUCH ADDITIONAL UTILITY EASEMENTS.
- (IV) EXCLUSIVE EASEMENT FOR VEHICULAR PARKING ON, OVER AND ACROSS 201 PARKING SPACES IN THE COMMON GARAGE AND 15 SPACES OF SURFACE PARKING ON THE BUILDING 50 PROPERTY.
- (V) NON-EXCLUSIVE EASEMENT WITH RESPECT TO THE BUILDING 50 PROPERTY GENERALLY ON AND OVER THE AREA SHOWN ON THE SITE PLAN AS THE COMMON GARAGE TO CONSTRUCT, USE, OPERATE, MAINTAIN, REBUILD, AND REPLACE THE COMMON GARAGE IN ACCORDANCE WITH THE TERMS OF THE DECLARATION;

UNOFFICIAL COPY

(VI) NON-EXCLUSIVE EASEMENT FOR THE PURPOSE OF PASSING STORM WATER DRAINAGE FROM THE BUILDING 150 PROPERTY ON SURFACE OR OVER AND THROUGH THE STORM DRAINAGE PIPES AND SYSTEM NOW OR HEREAFTER CONSTRUCTED ON THE BUILDING 50 PROPERTY AND THE RIGHT TO ENTER ONTO THE BUILDING 50 PROPERTY TO CONSTRUCT AND REPLACE THE NECESSARY STORM DRAINAGE PIPES AND SYSTEM TO CARRY SUCH WATER;

(VII) NON-EXCLUSIVE EASEMENT TO USE AND MAINTAIN TRASH DUMPSTERS AND RELATED EQUIPMENT ON THE BUILDING 50 PROPERTY;

(VIII) NON-EXCLUSIVE EASEMENT FOR THE USE OF THE BUILDING 150 LOADING SPACES LOCATED ON THE BUILDING 50 PROPERTY.

PARCEL 3:

PERPETUAL, NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCEL 1 NOTED IN THE DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR NORTHWEST POINT DATED DECEMBER 30, 1982 RECORDED ON FEBRUARY 3, 1983 AS DOCUMENT NUMBER 26495247, AS AMENDED OR AFFECTED BY FIRST AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR NORTHWEST POINT RECORDED AS DOCUMENT NO. 88197029, SECOND AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR NORTHWEST POINT RECORDED AS DOCUMENT NO. 98240101, THIRD AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR NORTHWEST POINT, RECORDED AS DOCUMENT NO. 98240102, ASSIGNMENT AND ASSUMPTION OF DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR NORTHWEST POINT TO MGA DEVELOPMENT ASSOCIATES, L.P. RECORDED AS DOCUMENT NO. 98240104. DESIGNATION OF BUILDING SITE RECORDED AS DOCUMENT NO. 0011148328, FOURTH AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR NORTHWEST POINT RECORDED AS DOCUMENT NO. 1535119101, FIFTH AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR NORTHWEST POINT RECORDED AS DOCUMENT NO. 2201819017, FOR THE FOLLOWING PURPOSES ON THE REAL PROPERTY AS DEFINED THEREIN:

FOR INGRESS AND EGRESS OVER, UNDER, ACROSS, IN AND UPON THE PROPERTY AND TO PROVIDE REASONABLE AND NECESSARY ACCESS TO COMMON PROPERTIES AND FOR THE PURPOSE OF PERFORMING THE CONSTRUCTION, INSTALLATION, MAINTENANCE, OR REPAIR OF SUCH COMMON PROPERTIES AND THE RIGHT TO USE AND ENJOY THE COMMON PROPERTIES.

PARCEL 4:

PERPETUAL, NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCEL 1 NOTED IN AN EASEMENT AGREEMENT DATED SEPTEMBER 10, 1987 AND RECORDED SEPTEMBER 11, 1987 AS DOCUMENT NO. 87499181 BY AND BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED MARCH 15, 1980 AND KNOWN AS TRUST NO. 102000, LASALLE NATIONAL BANK, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED OCTOBER 28, 1983 AND KNOWN AS TRUST

UNOFFICIAL COPY

NO. 107201 AND NORTHWEST POINT ASSOCIATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, FOR THE FOLLOWING PURPOSES AS DEFINED THEREIN:

FOR DEVELOPMENT, CONSTRUCTION, INSTALLATION, MAINTENANCE, REPLACEMENT AND REPAIR OF LANDSCAPING AND RELATED IMPROVEMENTS (INCLUDING, WITHOUT LIMITATION, SPRINKLER SYSTEMS) AND INGRESS AND EGRESS TO THE EASEMENT PARCEL.

TRACT D:

PARCEL 1:

LOT 2 IN THE FINAL PLAT OF RESUBDIVISION OF LOT 7 IN THE PARK AT NORTHWEST POINT, ELK GROVE VILLAGE, ILLINOIS, BEING A RESUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 6, 2001 AS DOCUMENT NO. 0010828531, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PERPETUAL, NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR VEHICULAR AND PEDESTRIAN ACCESS, INGRESS AND EGRESS; ACCESS, INGRESS AND EGRESS BY EMERGENCY VEHICLES AND PERSONNEL; UTILITIES; AND STORM WATER DRAINAGE AS SET FORTH IN SECTIONS 2A AND 2B OF THE DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS RECORDED OCTOBER 15, 2001 AS DOCUMENT NO. 0010957201; FIRST AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS THERETO RECORDED DECEMBER 5, 2001 AS DOCUMENT NO 0011148327; UNRECORDED SECOND AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS THERETO DATED AS OF OCTOBER 31, 2003; THIRD AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS RECORDED MAY 02, 2006 AS DOCUMENT NO. 0612222161.

PARCEL 3:

PERPETUAL, NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCEL 1 NOTED IN THE DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR NORTHWEST POINT DATED DECEMBER 30, 1982 RECORDED ON FEBRUARY 3, 1983 AS DOCUMENT NUMBER 26495247, AS AMENDED OR AFFECTED BY FIRST AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, AND RESTRICTIONS FOR NORTHWEST POINT RECORDED AS DOCUMENT NO. 88197029, SECOND AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, AND RESTRICTIONS FOR NORTHWEST POINT RECORDED AS DOCUMENT NO. 98240101, THIRD AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, AND RESTRICTIONS FOR NORTHWEST POINT RECORDED AS DOCUMENT NO. 98240102, ASSIGNMENT AND ASSUMPTION OF DECLARATION OF COVENANTS, EASEMENTS, AND RESTRICTIONS FOR NORTHWEST POINT TO MGA DEVELOPMENT ASSOCIATES, L.P. RECORDED AS DOCUMENT NO. 98240104, DESIGNATION OF BUILDING SITE UNDER DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR NORTHWEST POINT RECORDED AS DOCUMENT NO. 0011148328, FOURTH AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, AND

UNOFFICIAL COPY

RESTRICTIONS FOR NORTHWEST POINT RECORDED AS DOCUMENT NO. 1535119101, FIFTH AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, AND RESTRICTIONS FOR NORTHWEST POINT RECORDED AS DOCUMENT NO. 2201819017, FOR THE FOLLOWING PURPOSES ON THE REAL PROPERTY AS DEFINED THEREIN:

FOR INGRESS AND EGRESS OVER, UNDER, ACROSS, IN AND UPON THE PROPERTY AND TO PROVIDE REASONABLE AND NECESSARY ACCESS TO COMMON PROPERTIES AND FOR THE PURPOSE OF PERFORMING THE CONSTRUCTION, INSTALLATION, MAINTENANCE, OR REPAIR OF SUCH COMMON PROPERTIES AND THE RIGHT TO USE AND ENJOY THE COMMON PROPERTIES.

PARCEL 4:

PERPETUAL, NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCEL 1 NOTED IN AN EASEMENT AGREEMENT DATED SEPTEMBER 10, 1987 AND RECORDED SEPTEMBER 11, 1987 AS DOCUMENT NO. 87499181 BY AND BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED MARCH 15, 1980 AND KNOWN AS TRUST NO. 102500, LASALLE NATIONAL BANK, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED OCTOBER 28, 1983 AND KNOWN AS TRUST NO. 107201 AND NORTHWEST POINT ASSOCIATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, FOR THE FOLLOWING PURPOSES AS DEFINED THEREIN: FOR DEVELOPMENT, CONSTRUCTION, INSTALLATION, MAINTENANCE, REPLACEMENT AND REPAIR OF LANDSCAPING AND RELATED IMPROVEMENTS (INCLUDING, WITHOUT LIMITATION, SPRINKLER SYSTEMS) AND INGRESS AND EGRESS TO THE EASEMENT PARCEL.

TRACT E:

PARCEL 1:

LOT 1 IN NORTHWEST POINT SUBDIVISION UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 16 AND PART OF THE NORTHEAST QUARTER OF SECTION 21, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 12, 1983 AS DOCUMENT 26566053, ALL IN TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENT(S) IN FAVOR OF PARCEL 1 SET FORTH IN THE DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR NORTHWEST POINT DATED DECEMBER 30, 1982 RECORDED ON FEBRUARY 3, 1983 AS DOCUMENT NUMBER 26495247, AND AMENDED BY RELEASE OF DECLARATIONS OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR NORTHWEST POINT RECORDED AS DOCUMENT NO. 27199708, AS AMENDED OR AFFECTED BY FIRST AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR NORTHWEST POINT RECORDED AS DOCUMENT NO. 88197029, SECOND AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR NORTHWEST POINT RECORDED AS DOCUMENT NO. 98085892 AND RE-RECORDED AS DOCUMENT NO.

UNOFFICIAL COPY

98240101, THIRD AMENDMENT EASEMENTS AND RESTRICTIONS FOR NORTHWEST POINT TO DECLARATION OF COVENANTS, RECORDED AS DOCUMENT NO. 98240102, ASSIGNMENT AND ASSUMPTION OF DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR NORTHWEST POINT TO MGA DEVELOPMENT ASSOCIATES, L.P. RECORDED AS DOCUMENT NO. 98240104 AND DESIGNATION OF BUILDING SITE RECORDED AS DOCUMENT NO. 0011148328, FOURTH AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR NORTHWEST POINT RECORDED AS DOCUMENT 1535119101, FIFTH AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR NORTHWEST POINT RECORDED AS DOCUMENT NO. 2201819017, FOR THE FOLLOWING PURPOSES ON THE REAL PROPERTY AS DEFINED THEREIN:

FOR INGRESS AND EGRESS OVER, UNDER, ACROSS, IN AND UPON THE PROPERTY AND TO PROVIDE REASONABLE AND NECESSARY ACCESS TO COMMON PROPERTIES AND FOR THE PURPOSE OF PERFORMING THE CONSTRUCTION, INSTALLATION, MAINTENANCE, OR REPAIR OF SUCH COMMON PROPERTIES AND THE RIGHT TO USE AND ENJOY THE COMMON PROPERTIES

Property of Cook County Clerk's Office