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MSK-12/9/85
WA

AGREEMENT

THIS AGREEMENT made and entered into this 9 day of December, 1985, by and between A. Alfred Taubman, individually and as a partner of The Taubman Realty Group Limited Partnership, Richard P. Kughn, individually and as a partner of The Taubman Realty Group Limited Partnership, Homart Development Company, individually and as a partner of Woodfield Associates, The Taubman Realty Group Limited Partnership individually and as a partner of Woodfield Associates, Woodfield Associates, a partnership (hereinafter the aforementioned individuals, partners and partnership, and the next named Trustee shall be collectively referred to as "WA"), Chicago Title & Trust Co. as Trustee under Trust No. 46746 dated April 19, 1964, La Salle National Bank as Trustee under Trust No. 107166 dated October 1, 1983, Kenneth Tucker and The Tucker Companies (hereinafter Kenneth Tucker and The Tucker Companies shall be referred to collectively as "TC").

W I T N E S S E T H:

WHEREAS, the parties have determined that it is in their mutual best interest to settle and compromise the matters at issue in Richard P. Kughn, et al. v. Village of Schaumburg et al., which is now pending in the Circuit Court of Cook County as Cause No. 84 CH 10164 and other claims which TC has or may have against WA; and

WHEREAS, the parties hereto have also entered into or will enter into an Agreement with the Village of Schaumburg (hereinafter "the Village") with respect to the above-described lawsuit; and

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WHEREAS, it is the intent of the parties hereto to settle and compromise in this Agreement each and every claim that each has or may have against the other for any and all claims, demands, cause or causes of action, lawsuits, damages, injuries and losses of whatsoever kind or description for any cause, matter, act or omission occurring at any time before the date of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinabove and hereinafter set forth, the parties hereto agree as follows:

1. The Tucker Companies (TC) have sought approval from the Village of Schaumburg (Village) for an amendment to the final development plan for Phase I and the tentative development plan of Phases II and III contained in Ordinance 2430, in substantial conformity with the "New Development Plan", a copy of which is attached hereto and made a part hereof as Exhibit "A", consisting of the following uses with square footages for each respective use which shall not exceed the following:

- a. Connected retail buildings containing not more than 400,000 square feet (GLA), including theatres and restaurants (Phase 1).
- b. A connected hotel building of not more than 205,000 square feet (GBA) (Phase 1).

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- c. A connected office building of not more than 450,000 square feet (GBA) (Phase 1) with parking as provided for in paragraph 3 hereinafter.
- d. Phase II will consist of a connected office building not to exceed 450,000 square feet (GBA) with parking as provided for in paragraph 3 hereinafter. Phase III will consist of a connected office building, not to exceed 450,000 square feet (GBA) with parking as provided for in paragraph 3 hereinafter.

In the event the square footage for any use is less than set forth above, such reductions in square footage will not be used to enlarge the square footage of other uses. WA has submitted its comments on the New Development Plan to TC and to the Village, and WA agrees that it does not oppose approval by the Village of the said plan if it complies with the provisions of this Agreement.

2. Provided that the New Development Plan substantially conforms to this Agreement, Woodfield Associates (WA) will not oppose the proposed development plan changes. TC agrees that it will submit the final development plan for Phase II and the final development plan for Phase III to WA, for its review and comment, at least 15 calendar days prior to submitting same to the Board of Trustees of the Village of Schaumburg for final approval. TC

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further agrees that as to any subsequent proposed changes to the final development plans for any Phase, requiring approval of the Village of Schaumburg, it will first submit such plans to WA for their review and comment at least 15 days prior to submitting such plans to the Village of Schaumburg.

3. A. TC shall seek approval from the Village to construct and shall construct, subject to the approval of the Village, sufficient parking in Phase I to comply with the following minimum ratios:

- i. 3.3 stalls per 1,000 square feet (GFA) for office uses; plus
- ii. 5.0 stalls per 1,000 square feet (GFA-GLA) for retail uses exclusive of that area leased for theatre use; plus
- iii. 1.0 stall per 4 seats devoted to theatre use; and
- iv. No provisions need be made for hotel usage.

B. TC agrees to locate the parking required by paragraph 3A of this Agreement which exceeds that now required by Ordinance 2430 underground or in a manner which will not cause an increase in the ground coverage of parking facilities in Phase I over that provided in Ordinance 2430.

C. Unless the parking requirements of the Village exceed those set forth herein, TC shall construct additional parking as part of the development of Phases II and/or III which

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maintains at least the following minimum parking ratios for the overall development of Phases I, II and III:

- i. 3.0 stalls per 1,000 square feet (GFA) for office uses; plus
- ii. 5.0 stalls per 1,000 square feet (GFA-GLA) for retail use exclusive of area leased for theatre use; plus
- iii. 1 stall per 4 seats of theatre use and
- iv. No provisions need be made for hotel use.

4. TC shall not seek the issuance of building permits for construction of the office buildings for Phases II and III until June 1, 1990, or such earlier date on which the construction of an interchange at I-290 in the vicinity of Old Schaumburg Road or Biesterfield Road has either commenced or all funds required for such construction have been appropriated and committed and construction has been scheduled in a manner that will reasonably insure completion coincident with, or prior to, the earlier of the projected beneficial occupancy of Phase II and/or Phase III. Nothing herein shall prohibit TC from constructing improvements on the site which do not constitute above ground leaseable space, provided that the construction of any such below ground, or ground level improvements shall not in any way allow the development of any space which exceeds the limits set forth in paragraph

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1 (sub-paragraphs 1(a) to 1(e)) above. In the event that neither the funds for the construction of the interchange at I-290 have been appropriated or committed, nor construction either scheduled or commenced as provided above, and the Village has determined that certain barrier medians and temporary geometrics shall be removed as provided in an Agreement between the parties hereto and the Village dated December __, 1985 (the Village Agreement) then TC may apply for a building permit to construct the office building in Phase II of the development plan. In such event, TC will not request the Village to issue a building permit to construct the office building in Phase III of the development plan prior to June 1, 1990. In any event (assuming compliance with architectural review standards, conformity to the development plan and compliance with other generally applicable building ordinances or regulations of the Village), TC shall be entitled to apply for and receive building permits for Phase II and/or Phase III after June 1, 1990. Insofar as the provisions of this paragraph conflict with Section 2, paragraph C of Ordinance #2430 of the Village of Schaumburg, the provisions of this paragraph shall prevail.

5. TC and WA agree that Martingale Road shall not be connected to Woodfield Drive except in conformity with the provisions of the Village Agreement.

6. Upon notification by TC or the Village that construction of the improvements to Martingale Road set forth in Exhibit A of the Village Agreement are scheduled to commence, WA forthwith

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will dedicate without compensation the West 100 feet of the 25 foot strip of land abutting the South Line of the Right of Way of Woodfield Drive.

7. The New Development Plan provides for access from Woodfield Drive across the 25 foot strip of land which abuts the south right-of-way of Woodfield Drive. Such access shall not be constructed except in accordance with Paragraph 5 of the Village Agreement.

8. If the Village considers and/or studies whether access to the Tucker property into Woodfield Drive should be allowed, TC and WA agree to jointly oppose any such access which may be considered and/or studied by the Village unless and until the Village has made a determination that such access is necessary as provided in paragraph 5 of the Village Agreement.

9. In the event an access as provided for in Paragraph 7 is constructed, WA shall have the right, at any time during the twelve (12) month period following the date on which the barrier median and temporary geometrics is removed, to request the Village to permit the closing of the access provided for in Paragraph 7. If so requested by WA, TC will join in such request. If the Village approves the closing of the access, TC shall promptly close such access.

10. Nothing contained herein shall be construed to restrict the Village from imposing conditions and/or requirements

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on the TC development consistent with the rights and powers of the Village under generally applicable laws and ordinances.

11. Upon execution of this agreement and the Village Agreement, all pending litigation will terminate and TC and WA will jointly move the Court for the entry of the Consent decree which is attached hereto as Exhibit B and incorporated herein by this reference and the parties hereto shall execute and deliver the releases and covenant not to sue which are attached hereto as Exhibit C and incorporated herein by this reference.

12. This Agreement may be executed in counterpart originals.

13. The parties agree that this Agreement shall be binding upon and shall be for the benefit of their respective heirs, successors and assigns and successor legal and beneficial owners of the Tucker property, the legal description of which is attached hereto as Exhibit D and incorporated herein by this reference, and of the 25 foot strip, the legal description of which is attached hereto as Exhibit E and incorporated herein by this reference, and shall be deemed to run with the land. The parties further agree that this Agreement shall be recorded with the Recorder of Deeds or with the Torrens Office, whichever is applicable. WA agrees and warrants that it will not sell, convey or transfer title to the said 25 foot strip separately from the Woodfield Mall property, provided, however, WA reserves the right

PROPERTY OF COOK COUNTY CLERK'S OFFICE
87463559
A PART HEREOF

RIDER ATTACHED TO AND MADE A PART OF DOCUMENT
DATED Dec. 9th, 1985 RIDER TRUST NO. 107166

This instrument is executed by LASALLE NATIONAL BANK, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LASALLE NATIONAL BANK are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LASALLE NATIONAL BANK by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

04/11/1986

Property of Clerk's Office

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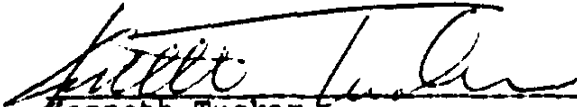
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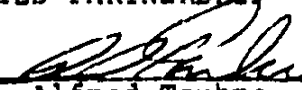
to dedicate and convey the said 25 foot strip to the Village pursuant to the terms of the aforesaid Village Agreement.

THE TUCKER COMPANIES

WOODFIELD ASSOCIATES



Kenneth Tucker

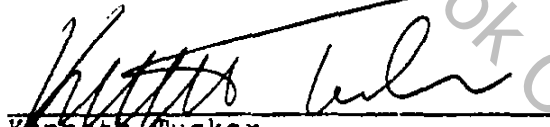
THE TAUBMAN REALTY GROUP
LIMITED PARTNERSHIP


By 
A. Alfred Taubman, Managing Partner, or James D. Larry pursuant to A Power of Attorney for A. Alfred Taubman dated _____, 19__

LA SALLE NATIONAL BANK AS
TRUSTEE UNDER TRUST NO.
107166 *not personally*

By 
VICE PRESIDENT


A. Alfred Taubman, or James D. Larry Pursuant to A Power of Attorney for A. Alfred Taubman dated _____, 19__


Kenneth Tucker


Richard P. Kughn, or James D. Larry Pursuant to A Power of Attorney for Richard P. Kughn dated _____, 19__

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HOMART DEVELOPMENT COMPANY


By 

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It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY, As Trustee as aforesaid and not personally,

By  ASSISTANT VICE-PRESIDENT

Attest  ASSISTANT SECRETARY

mm

Corporate Seal

37433333

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

RICHARD KUGHN, A. ALFRED)
TAUBMAN, and HOMART DEVELOPMENT)
CO., a Delaware Corporation,)
d/b/a WOODFIELD ASSOCIATES,)

Plaintiffs,)

vs.)

No. 84 CH 10164

VILLAGE OF SCHAUMBURG, LA SALLE)
NATIONAL BANK, as Trustee u/t)
#107166 (successor to CHICAGO)
TITLE & TRUST CO., as Trustee)
under TRUST No. 43028 and THE)
TUCKER COMPANIES (formerly known)
as KEN TUCKER & ASSOCIATES, INC.))

Defendants.)

CONSENT DECREE

THIS CAUSE COMING on to be heard for trial, the parties having determined to settle and compromise this matter, specified parties having entered into Agreements, the parties having moved the Court for the entry of this Consent Decree and the Court being fully advised in the premises:

IT IS HEREBY ORDERED as follows:

1. This Court has jurisdiction over the parties to this action and the subject matter hereof.

2. The parties have agreed to settle and compromise this litigation in accordance with the provisions of an Agreement dated December ____, 1985, between all parties, and related entities which is attached hereto as Attachment A and incorporated herein

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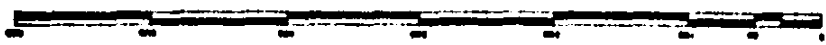
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SITE PLAN

Sept. 8, 1988

The
Tucker
Companies
Developers

ONE SCHAUMBURG PLACE
SCHAUMBURG, ILLINOIS



Property of Cook County Clerk's Office

WOODFIELD DRIVE

Retention Lake

Anchor 1
3 Stories
100,000 SF G.A.

Hotel
3 Story Parking
300 Rooms
300,000 SF G.A.

Surface Parking
832 Cars

Retail
3 Stories
22,000 SF G.A.

Anchor 2
3 Stories
75,000 SF G.A.

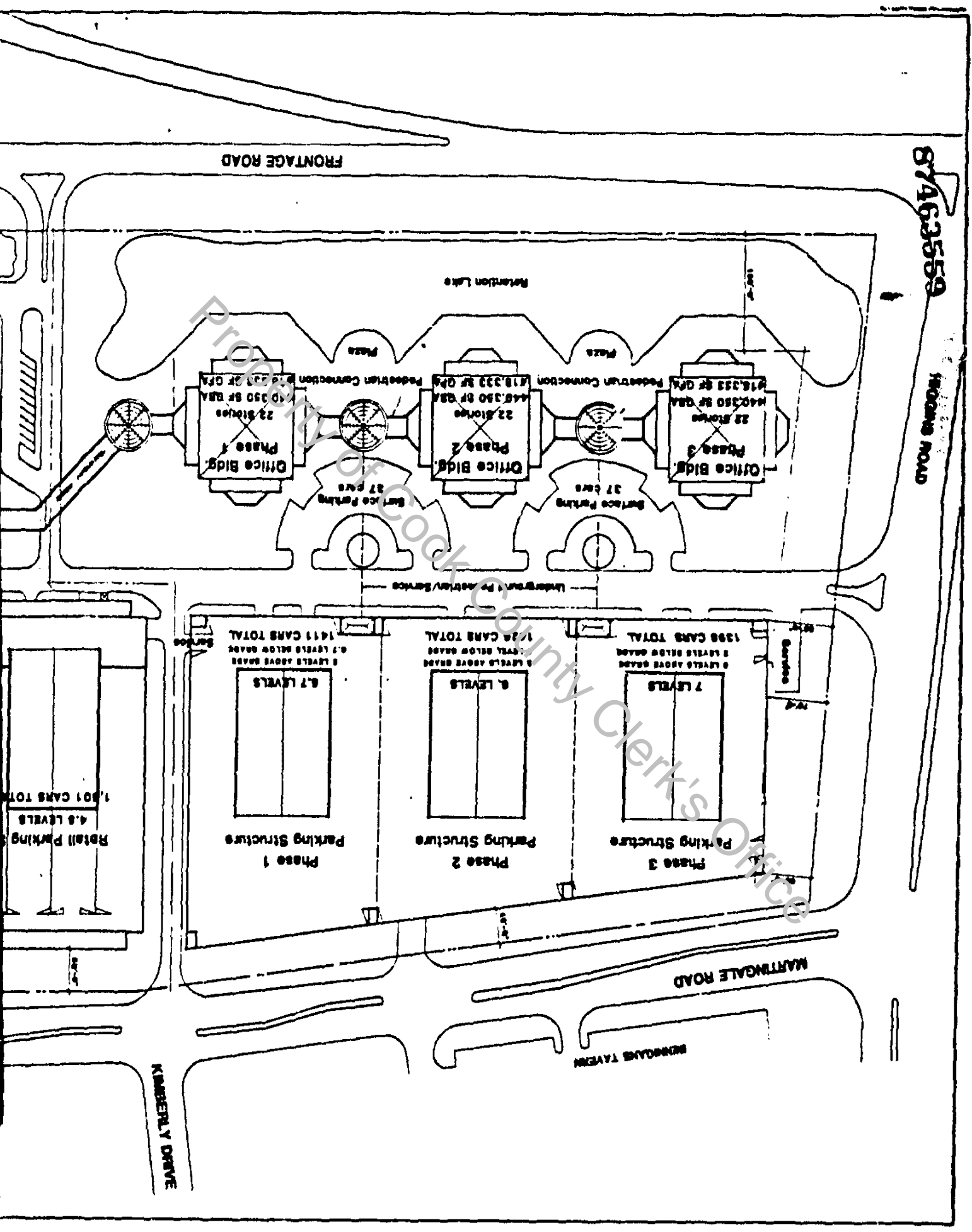
Structure

HOMEMAKERS FURNITURE

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Lochl
Schlossman
& Hatch

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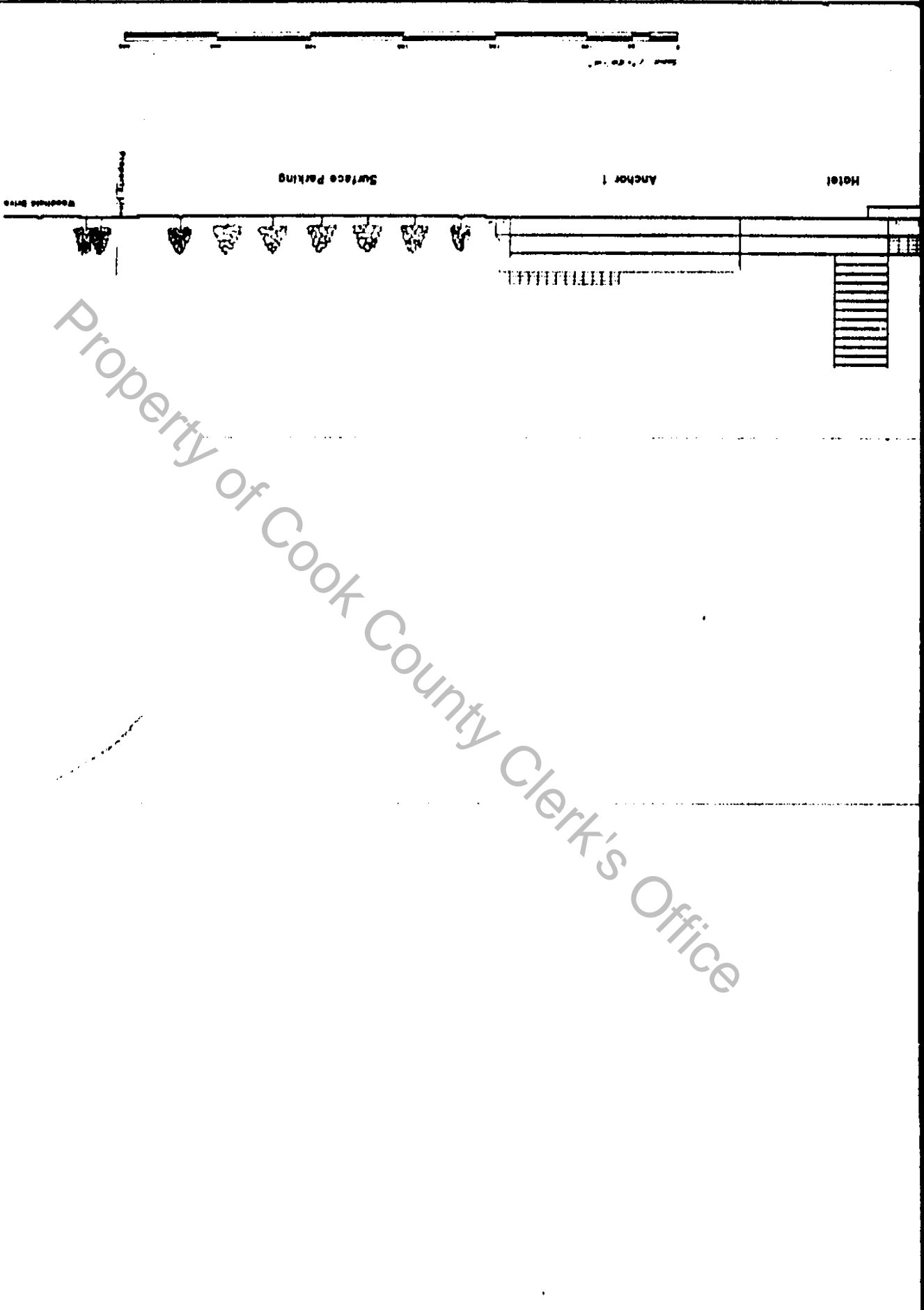
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REFERENCE TO THE
 RECORD IN THE CITY
SECTIONS
 MAP NO. 1000
 THE
Tucker Companies
 Developers

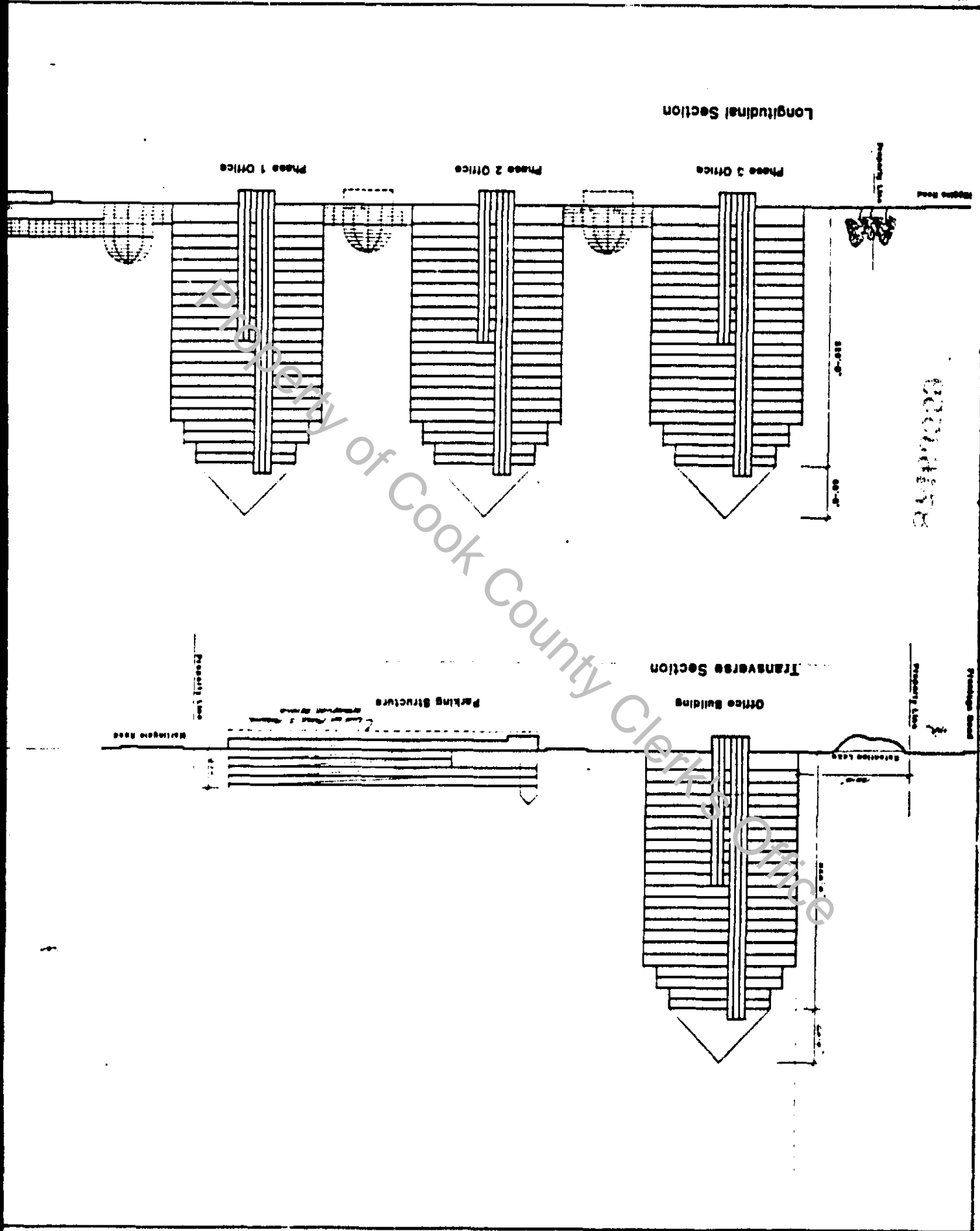
ONE SCHAUMBURG PLACE
 SCHAUMBURG, ILLINOIS

GENERAL NOTES
 Loeb
 Schlossman
 & Hackler



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by this reference, and an Agreement dated December _____, 1985, by and between the private parties and related entities attached hereto and incorporated herein by this reference in Attachment B.

3. The Court has reviewed said Agreements and hereby approves their provisions which are made a part hereof by incorporation as set forth above; and in particular the Court finds and declares that Ordinance #2430 validly rezoned the property called the "Tucker Property" in the complaint in this case from zoning classification B-4 to zoning classification B-3, and that said Ordinance #2430 is valid and in force and effect, as modified by the actions of the parties consistent with the foregoing Agreements.

4. That the provisions of said Ordinance #2430 shall be modified to permit the development of the subject property in substantial compliance with the site plan prepared by Loebel, Schlossman & Hackel dated September 9, 1985, which site plan is designated as Exhibit A to the Private Party Agreement attached hereto and made part of this Consent Decree. That all other provisions of said Ordinance #2430 which are not inconsistent with the provisions of Attachment A and Attachment B hereto shall remain in full force and effect.

5. That this Consent Decree shall be binding upon the parties and their successors and assigns for a period of ten (10) years from its entry unless further extended or modified by the agreement of the parties.

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6. The complaint and counter-claim in the above-captioned matter be, and it is hereby, dismissed with prejudice subject to the continuing jurisdiction of this Court to enforce the provisions of this Consent Decree.

AGREED:

ROSS & HARDIES

By _____
Attorneys for Plaintiffs

Attorney for Defendant Village
of Schaumburg

ARVEY, HODES, COSTELLO & BURMAN

By: _____
Attorneys for Defendants, The
Tucker Companies and LaSalle
National Bank as Trustee
u/t #107166

DATED: _____

ENTER:

J U D G E

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MUTUAL RELEASE AND COVENANT NOT TO SUE

WHEREAS, A. Alfred Taubman, Richard P. Kughn and Homart Development Co. individually and as a partnership d/b/a Woodfield Associates (hereinafter said individuals and partnership shall be collectively referred to as "Woodfield") and Woodfield's managing agent, The Taubman Company, (hereinafter "Taubman") have disputes and differences with The Tucker Companies and Kenneth Tucker (hereinafter The Tucker Companies and Kenneth Tucker shall be collectively referred to as "Tucker"), the LaSalle National Bank as Trustee under Trust No. 107166 dated October 1, 1983 (hereinafter "LaSalle") and the Village of Schaumburg (hereinafter the "Village"); and

WHEREAS, on or about September 18, 1985, A. Alfred Taubman and Richard P. Kughn assigned their respective partnership interests in Woodfield Associates to The Taubman Realty Group Limited Partnership, a Massachusetts Limited Partnership, (hereinafter any reference to "Woodfield" in this Mutual Release and Covenant Not To Sue shall include said limited partnership and the partners of said limited partnership); and

WHEREAS, Woodfield filed suit against Tucker, LaSalle and the Village in a cause entitled Richard P. Kughn, et al. v. Village of Schaumburg, et al., Circuit Court of Cook County, Cause No. 84 CH 10164, in which Woodfield challenges the validity and enforceability of Ordinance No. 2430 of the Village passed and approved on October 23, 1984; and

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WHEREAS, Woodfield has objected to and continues to object to the Village's effort to acquire by the exercise of the power of eminent domain a certain twenty-five foot strip of land located on the south side of Woodfield Drive between West Frontage Road and the east of the centerline of Martingale Road as proposed to be extended and which 25 foot strip is the subject of a condemnation action entitled Village of Schaumburg v. Chicago Title & Trust Co. as Trustee, et al., Circuit Court of Cook County, Cause No. 85 L 50457; and

WHEREAS, the Village has asserted counterclaims in the cause entitled Richard P. Kughn et al. v. Village of Schaumburg et al., Cause No. 84 CH 10164 against Woodfield for certain alleged libels, interference with prospective economic advantage and violation of the anti-trust laws; and

WHEREAS, Tucker has claimed that certain conduct and acts of Woodfield and Taubman, or some of them individually and/or acting in concert with others, have violated Federal and State anti-trust laws and has threatened to assert claims against Woodfield, or one or more of the partners thereof, and/or Taubman alleging violation of the anti-trust laws and other claims; and

WHEREAS, the parties hereto have agreed to compromise, adjust and settle their differences with respect to the aforesaid lawsuits and matters in the manner more fully set forth in an Agreement by and between Woodfield and Tucker dated December __, 1985, a copy of which is attached hereto as Attachment A, and an Agreement by and between, Woodfield, Tucker and the Village dated December __, 1985 which is attached hereto as Attachment B; and

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WHEREAS, Homart Development Co., Woodfield, The Taubman Realty Group Limited Partnership, Taubman, La Salle, The Tucker Companies, Kenneth Tucker and the Village have duly authorized their proper officers to execute this Release and Covenant Not To Sue; and

WHEREAS, Kenneth Tucker states and represents that he is the sole beneficiary of La Salle's Trust No. 107166.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and releases contained in Attachments A and B and this Release and Covenant Not To Sue, the parties hereto give and grant unto each other, a full, free, complete and absolute acquittance, release and discharge of any and all claims, demands, cause or causes of action or actions, expenses, injuries, losses or damages of whatsoever kind, character or description which each has or could have against all or any one of the other parties to this Release and/or their respective officers, directors, agents, servants, employees, partners, insurers, attorneys, successors and/or assigns, for any and all events, conduct, acts and/or omissions occurring at any time prior to the date of the execution of this Release, including but not limited to, any and all claims and demands arising out of Homart's attempts to acquire and/or acquisition of an interest in all or any portion of the real estate which is legally described in Ordinance 2430, a certain newspaper advertisement entitled "What Is The Quality of Life in Schaumburg?" which appeared in the Schaumburg Daily Herald on October 9, 1984, and in the

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Chicago Sunday Tribune on October 7, 1984, Woodfield's and Taubman's opposition to Tucker's proposed development as set forth in Ordinance 2430, the adoption of Ordinance 2430 by the Village, the hearings and proceedings preceding the adoption of Ordinance 2430, the filing and maintenance of the aforescribed lawsuit entitled Richard P. Kughn, et al. v. Village of Schaumburg, et al. and the counterclaim filed therein by the Village, which lawsuit and counterclaims the parties agree to dismiss with prejudice, the filing and maintenance of the aforescribed litigation entitled Village of Schaumburg v. Chicago Title & Trust Co., as Trustee, et al., which lawsuit the parties thereto agree to dismiss, and any and all claims or demands for any and all events, conduct, acts and/or omissions by any party either alone or in concert with others for which any party has or may have a claim under State or Federal anti-trust or other laws, and/or a claim for unfair competition, libel, slander or tortious interference with contract or prospective economic advantage, malicious prosecution, abuse of process or otherwise.

The parties each covenant and agree that they will not bring or prosecute and will not cause to be brought or prosecuted any claim, suit, complaint or cause of action or proceeding of any kind, character, description or nature whatsoever, including, without limitation, any and all claims under State or Federal anti-trust or other laws and/or claims for unfair competition, libel, slander, tortious interference with contract or prospective economic advantage, malicious prosecution, abuse of process

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or otherwise, against any of the other parties or against the officers, directors, agents, servants, employees, partners, insurers, attorneys, successors and/or assigns of any such party arising out of Homart Development Co.'s attempts at any time to and including the date hereof to acquire ~~and/or acquisition of~~ ^{msk} ~~any title in the future of~~ an interest in all or any portion of the real estate which is legally described in Ordinance 2430, a certain newspaper advertisement entitled "What Is The Quality of Life in Schaumburg?" which appeared in the Schaumburg Daily Herald on October 9, 1984, and in the Chicago Sunday Tribune on October 7, 1984, Woodfield's and Taubman's opposition to Tucker's proposed development as set forth in Ordinance 2430, the adoption of Ordinance 2430 by the Village, the hearings and proceedings preceding the adoption of Ordinance 2430, the filing and maintenance of the aforescribed lawsuit entitled Richard P. Kughn, et al. v. Village of Schaumburg, et al., and the counterclaim filed therein by the Village and the filing and maintenance of the aforescribed litigation entitled Village of Schaumburg v. Chicago Title & Trust Co., as Trustee, et al.

No promise has been made by any of the parties hereto to pay or tender any other or further consideration for this release. The parties hereto have relied upon the advice and representations of counsel of their own selection and have read and understand fully the above and foregoing release and the

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attachments thereto and have been fully advised as to the legal effect thereof.

Dated this ___ day of December 1985.

A. Alfred Taubman,
individually, as a former
partner of Woodfield
Associates and as a general
and limited partner of The
Taubman Realty Group Limited
Partnership

Richard P. Kughn,
individually, as a former
partner of Woodfield
Associates and as a general
and limited partner of The
Taubman Realty Group Limited
Partnership

ATTEST:

Secretary

Homart Development Co.

By _____
Michael Foley, Executive Vice
President, individually and
as a partner of Woodfield
Associates

ATTEST:

The Taubman Realty Group
Limited Partnership,
individually, the individual
partners thereof and as a
partner of Woodfield Associates

By _____
A. Alfred Taubman, Managing
Partner

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ATTEST:

The Taubman Company

James Larry, Secretary

By Robert C. Larson, President

Kenneth Tucker, Individually

ATTEST:

The Tucker Companies

By Kenneth Tucker, President

ATTEST:

LaSalle National Bank
as Trustee under Trust
No. 107166 dated
October 1, 1983

By _____

ATTEST:

The Village of Schaumburg

Village Clerk

By Village President

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EXHIBIT D

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LEGAL DESCRIPTION OF TUCKER PROPERTY

That part of the East $\frac{1}{2}$ of the South East $\frac{1}{4}$ of Section 13, Township 41 North, Range 10 East of the Third Principal Meridian, and that part of the West $\frac{1}{2}$ of the South West $\frac{1}{4}$ of Section 13, Township 41 North, Range 11, East of the Third Principal Meridian, described as follows: Beginning 3.14 chains North of the South East corner of said Section 13; thence North 7 degrees East 33.10 chains to the South boundary of a converse lands; thence North 84 degrees West 24.20 chains to West side of the East $\frac{1}{2}$ of the South East $\frac{1}{4}$ of said Section 13; thence South along the West line of the East $\frac{1}{2}$ of the South East $\frac{1}{4}$ of Section 13 aforesaid, 30.80 chains to center of Higgins Road; thence South 77 degrees 10 minutes East 20.55 chains to the place of beginning, except that part thereof taken for highways and except that portion conveyed to Forest Preserve District of Cook County, Illinois by document number 17128832 recorded February 7, 1958 and document number 17227068, recorded June 6, 1958 and excepting that part lying Easterly of the following described line: Beginning at a point on the Northerly line of Higgins Road (Route 72) distant 550.0 feet Westerly of the east line of the South East $\frac{1}{4}$ of aforesaid Section 13; thence Northeasterly along a straight line, extended to intersect the North line of the South East $\frac{1}{4}$ of said Section 13 at a point 265.0 feet West of the North East corner of said Section) in Cook County, Illinois.

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Permanent Tax No. 07-13-401-002

Northwest corner Higgins Rd
and Rehlwing Rd., Schaumburg, Ill.

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3 7 4 5 3 EXHIBIT/E

LEGAL DESCRIPTION OF 25 FOOT STRIP

That part of the East half of the Southeast Quarter of Section 13, Township 41 North, Range 10, East of the Third Principal Meridian, described as follows: Commencing at the Northwest corner of the East half of the Southeast Quarter of Section 13 aforesaid; thence South along the West line of the East half of the Southeast Quarter of Section 13 aforesaid a distance of 62.7 feet to the point of beginning; thence southeasterly along a line parallel with the Southerly line of Woodfield Road per Document No. 20944554 to its intersection with the Westerly line of land described in Document No. 20797704; thence Northeasterly along said Westerly line to the Southerly line of Woodfield Road aforesaid; thence Northwesterly along said Southerly line to the West line of the East half of the Southeast Quarter of Section 13 aforesaid; thence South along said West line to the point of beginning, in Cook County, Illinois.

Permanent Tax No. 07-13-401-004

SW corner Woodfield Rd.
and Rohwing Rd., Schaumburg, Ill.

87463559

. SEPT-01 334.00
. T#0003 TRAN 6263 08/21/87 11:38:00
. 49367 : C * - 87 - 463559
. COOK COUNTY RECORDER

This instrument prepared by
R. Marlin Smith
150 N. Michigan Ave.
Chicago, Illinois 60601

Please return to: L. Rosencranz
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