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**AGREEMENT FOR CONSTRUCTION OF RING ROAD  
AND INGRESS AND EGRESS EASEMENT**

*Handwritten initials/signature*

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**THIS INSTRUMENT WAS  
PREPARED BY AND AFTER  
RECORDING MAIL TO:**

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## EXHIBITS

- A. RA Parcel Legal Description
- B. CF Parcel Legal Description
- C. GW Parcel Legal Description
- D. Survey
- E. Ring Road and Ring Road Sectors Legal Descriptions
- F. Explanation of Trip Generator Factor

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## AGREEMENT FOR CONSTRUCTION OF RING ROAD AND INGRESS AND EGRESS EASEMENT

THIS AGREEMENT FOR CONSTRUCTION OF RING ROAD AND INGRESS AND EGRESS EASEMENT (this "Agreement") is made and entered into as of this 29<sup>th</sup> day of June, 1989, by and between LaSalle National Bank, a national banking association, not personally but solely in its capacity as Trustee under Trust Agreement dated August 26, 1985 and known as Trust No. 110235 ("RA Trustee"), Chicago Title and Trust Company, not personally but solely in its capacity as Trustee under Trust Agreement dated June 9, 1989 and known as Trust No. 1092617 ("CF Trustee") and Boulevard Bank National Association, a national banking association, not personally but solely in its capacity as Trustee under Trust Agreement dated July 7, 1981 and known as Trust No. 6846 ("GW Trustee").

### RECITALS:

A. The RA Trustee is the legal title holder of the parcel of real property legally described on Exhibit A (the "RA Parcel").

B. The CF Trustee is (or will be) the legal title holder of the parcel of real property legally described on Exhibit B (the "CF Parcel").

C. The GW Trustee is the legal title holder of the parcel of real property legally described on Exhibit C (the "GW Parcel").

D. The RA Parcel, the CF Parcel and the GW Parcel are adjacent and contiguous to each other.

E. The Owners (as hereinafter defined) desire to grant, declare and establish certain easements, reciprocal rights and benefits for, and to impose certain covenants, restrictions and duties upon, the Property (as hereinafter defined) and each other in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties do hereby declare and agree as follows:

1. Recitals Incorporated. The recitals set forth above are hereby incorporated herein as though fully set forth.

2. Definitions. As used in this Agreement, the following terms shall have the following meanings:

Agreement - This Agreement for Construction of Ring Road and Ingress and Egress Easement, together with the following exhibits, each of which is attached hereto and made a part hereof by this reference:

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- Exhibit A - RA Parcel Legal Description
- Exhibit B - CF Parcel Legal Description
- Exhibit C - GW Parcel Legal Description
- Exhibit D - The Survey
- Exhibit E - Ring Road and Ring Road Sector Legal Descriptions
- Exhibit F - Maintenance Shares and Trip Generator Method

**Architect** - The architect employed by RA Trustee to prepare the plans, specifications and other drawings (and to supervise the construction) relating to the development of the RA Parcel.

**Beneficiary** - A collective reference to the CF Beneficiary, the RA Beneficiary and the GW Beneficiary.

**Budget** - As defined in Section 7(E) hereof.

**CF Beneficiary** - The beneficiary of CF Trustee, from time to time.

**CF Parcel** - As defined in Recital B hereof.

**CF Trustee** - As defined in the introductory paragraph hereof.

**Claim** - As defined in Section 42(C) hereof.

**Contractor** - As defined in Section 4(C) hereof.

**Costs of Maintenance** - As defined in Section 7(B) hereof.

**Creditor Owner** - An Owner to whom a payment of money or other duty or obligation is owed under this Agreement by a Defaulting Owner.

**Default Rate of Interest** - As defined in Section 7(F) hereof.

**Defaulting Owner** - An Owner who has failed to make a payment of money owed under this Agreement to the other Owner(s) or who has failed to perform any of its duties or obligations as and when required under this Agreement.

**Designated Water Line** - The water line to be designated by GW Beneficiary in accordance with the provisions of Section 46(A).

**Designated Water Line Area** - The area shown and depicted on the Survey as the Designated Water Line Area.

**Easement or Easements** - An individual or collective reference (as the context requires) to any of the easements granted and declared by Section 4 of this Agreement.

**Engineer** - Cowhey Gudmundson Leder, Ltd. or such other engineer as is mutually agreed upon between the parties.

**Engineer's Documents** - As defined in Section 5(B) hereof.

**Engineer's Fee and Permit Costs** - As defined in Section 5(B) hereof.

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Environmental Laws - As defined in Section 42(C) hereof.

Escrowee - Chicago Title & Trust Company or such other entity as is mutually selected by the parties hereto.

Force Majeure - An act of God, war, civil unrest, civil disobedience, strike, boycott, lockout, prolonged adverse weather conditions, fuel and energy rationing, environmental catastrophe or disaster or other similar event, provided same is beyond the reasonable control of the party responsible for construction, which causes the construction of the Uncompleted Portion of the Ring Road to be delayed beyond the original estimated time of completion therefor.

GW Beneficiary - The beneficiary of GW Trustee, from time to time.

GW Parcel - As defined in Recital C hereof.

GW Parcel Commencement Date - The date upon which excavation is commenced to construct the improvements on the GW Parcel.

GW Parcel Improvements - The improvements to be constructed upon the GW Parcel.

GW Parcel Improvements Completion Date - The date upon which the improvements on the GW Parcel have been substantially completed, as evidenced by a certificate of substantial completion from GW Trustee's architect and the Architect.

GW Trustee - As defined in the introductory paragraph hereof.

GW Utility Lines - A collective reference to the Designated Water Line, Water Line I and Storm Sewer Line I.

Hazardous Materials - As defined in Section 42(C) hereof.

Hotel - The hotel and appurtenant facilities which are intended to be constructed upon the CF Parcel.

Hotel Commencement Date - The date upon which excavation is commenced to construct the improvements on the CF Parcel.

Hotel Completion Date - The date upon which the improvements on the CF Parcel have been substantially completed, as evidenced by a certificate of substantial completion from CF Trustee's architect and the Architect.

Manager - As defined in Section 7(A) hereof.

Owner(s) - RA Trustee, CF Trustee and GW Trustee, and any of their respective successors-in-title, collectively or individually, as the context requires.

Permittees - The Owners, the present and future owners, beneficiaries of the Owners, mortgagees, lessees, grantees, licensees, employees, invitees, the Manager, managing agents, successors-in-title, agents, representatives, contractors, subcontractors, tenants and occupants of the RA Parcel, the CF Parcel and the GW Parcel or any portion thereof and all persons acquiring any interest therein.

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Phase I - That portion of the RA Parcel indicated as Phase I on the Survey.

Phase II - That portion of the RA Parcel indicated as Phase II on the Survey.

Phase II Commencement Date - The date upon which excavation is commenced to construct the Phase II improvements on the RA Parcel.

Phase II Completion Date - The date upon which the improvements on the RA Parcel have been substantially completed, as evidenced by a certificate of substantial completion from the Architect.

Prime Rate - As defined in Section 12 hereof.

Property - The RA Parcel, the CF Parcel and the GW Parcel, collectively.

RA Beneficiary - The beneficiary of RA Trustee, from time to time.

RA Parcel - As defined in Recital A hereof.

RA Trustee - As defined in the introductory paragraph hereof.

Release - As defined in Section 42(C) hereof.

Roselle Road Modification Costs - As defined in Section 30(B) hereof.

Southern Portion - That portion of the RA Parcel Ring Road designated and depicted on the Survey as the southern portion of the RA Parcel Ring Road.

Storm Sewer Line I - The storm sewer line shown and depicted on the Survey as Storm Sewer Line I.

Survey - That certain plat of survey of the Property prepared by Haeger and Associates, Inc., dated September 12, 1989 and bearing Order No. 88-279, attached hereto as Exhibit D.

Uncompleted Portion of the Ring Road - As defined in Section 5(A) hereof.

Utility Agreement - That certain Agreement for Parking Easement and Water Storm Sewer and Sanitary Sewer Easements of even date herewith by and between RA Trustee and CF Trustee.

Valve Vault I - The valve vault shown and depicted on the Survey as Valve Vault I.

Village - The Village of Schaumburg, Illinois.

Water Line I - The water line shown and depicted on the Survey as Water Line I.

3. Quitclaim and Vacation of Existing Rights. Except as provided in the following sentence, each Owner does hereby for itself, and its successors-in-title convey and quitclaim to the other Owner any and all right, title and interest, existing as of the date first above written, including, but not limited to, all easement rights for ingress, egress, access and for the use, maintenance and repair of utility facilities which such Owner may have in, to, under, over, across or upon the other Owner's

parcel, together with the tenements and appurtenances thereunto belonging. The foregoing provisions of this Section 3 shall not apply to any easement (and appurtenant rights) created by this Agreement, the Utility Agreement nor to any other easement recorded prior to the date hereof with the Office of the Recorder of Deeds for Cook County, Illinois.

#### 4. Grant of Ring Road Easement.

A. Subject to the terms and provisions of this Agreement, RA Trustee does hereby declare, grant, sell and convey unto CF Trustee and GW Trustee and unto all other present and future owners of the CF Parcel and the GW Parcel, respectively, and any portion thereof, and their Permittees, a non-exclusive easement and right-of-way shown and depicted on the Survey as that portion of the "Ring Road" (for purposes of this Agreement, "Ring Road" shall mean the road indicated on the Survey as the Ring Road and legally described on Exhibit E) located on the RA Parcel ("RA Parcel Ring Road") on, over, upon and across any portion of the RA Parcel Ring Road for the purpose of (i) ingress and egress for pedestrian and vehicular traffic and (ii) performing the obligations under this Agreement; provided, however, that truck (other than parcel delivery vehicles) and construction vehicular traffic will (in accordance with Section 6 below) be allowed to use only the Southern Portion; **TO HAVE AND TO HOLD** said easement and right-of-way, together with all and singular the rights, privileges and appurtenances thereto in anywise belonging, unto CF Trustee and GW Trustee, their successors and assigns.

B. Subject to the terms and provisions of the Agreement, CF Trustee does hereby declare, grant, sell and convey unto RA Trustee and GW Trustee and unto all other present and future owners of the RA Parcel and the GW Parcel, respectively, and any portion thereof, and their Permittees, a non-exclusive easement and right-of-way (shown and depicted on the Survey as that portion of the Ring Road located on the CF Parcel ("CF Parcel Ring Road")) on, over, upon and across any portion of the CF Parcel Ring Road (i) for the purpose of ingress and egress for pedestrian and all vehicular traffic and (ii) for the purpose of performing the obligations under this Agreement; **TO HAVE AND TO HOLD** said easement and right-of-way, together with all and singular the rights, privileges and appurtenances thereto in anywise belonging, unto RA Trustee and GW Trustee and their successors-in-title and assigns.

C. Subject to the terms and provisions of this Agreement, GW Trustee does hereby declare, grant, sell and convey unto CF Trustee and RA Trustee and unto all other present and future owners of the CF Parcel and the RA Parcel, respectively, and any portion thereof, and their Permittees, a non-exclusive easement and right-of-way (shown and depicted on the Survey as that portion of the Ring Road located on the GW Parcel ("GW Parcel Ring Road")) on, over, upon and across any portion of the GW Parcel Ring Road (i) for the purpose of ingress and egress for pedestrian and all vehicular traffic and (ii) for the purpose of performing the obligations under this Agreement; **TO HAVE AND TO HOLD** said easement and right-of-way, together with all and singular the rights, privileges and appurtenances thereto in anywise belonging, unto CF Trustee and RA Trustee and their successors-in-title and assigns.



5. Construction of Ring Road.

A. As the Property is in various stages of being developed, the Ring Road is not fully completed. The portion of the Ring Road not yet completed shall be divided into four (4) sectors as shown on the Survey and legally described on Exhibit E. "Ring Road Sector A" (to be constructed) shall be that portion of the Ring Road located on the RA Parcel commencing from the eastern edge of the northern portion of the currently existing pavement of Phase I and extending to the eastern boundary of the RA Parcel. "Ring Road Sector B" (to be constructed) shall be that portion of the Ring Road located on the CF Parcel. "Ring Road Sector C" (to be constructed) shall be that portion of the Ring Road located on the GW Parcel. "Ring Road Sector D" (to be constructed) shall be that portion of the Ring Road located on the RA Parcel commencing from the eastern edge of the southern portion of the currently existing pavement of Phase I and extending to the eastern boundary of the RA Parcel. The foregoing sectors are collectively referred to herein as the "Uncompleted Portion of the Ring Road". RA Trustee hereby represents that the portion of the Ring Road located on the RA Parcel, which has heretofore been constructed has been constructed in accordance with the plans approved therefor by the Village.

B. Not less than forty-five (45) days prior to the first to occur of (i) the Phase II Commencement Date, (ii) the Hotel Commencement Date, or (iii) the GW Parcel Commencement Date, the party on whose parcel construction will commence first (either the RA Parcel, the CF Parcel or the GW Parcel, as the case may be) shall notify RA Beneficiary of the proposed date on which construction is to commence. If the RA Beneficiary has not previously done so, then within two (2) days after such notification, RA Beneficiary shall then notify and authorize (on behalf of RA Beneficiary, CF Beneficiary and GW Beneficiary) the Engineer to complete (if not already done so) the drawings, plans and specifications for the Uncompleted Portion of the Ring Road along with an estimate of the costs to complete the construction of the Uncompleted Portion of the Ring Road (all such drawings, plans, specifications and estimate of costs are collectively referred to herein as the "Engineer's Documents"). The Engineer's Documents shall at all times, be in compliance with all applicable federal, state, county and local laws, rules, regulations and ordinances, including those of the Village. The Engineer shall be instructed to deliver copies of the Engineer's Documents to each Beneficiary when completed. If any Beneficiary disapproves of any of the Engineer's Documents, the Beneficiary disapproving shall send written notice to the Engineer, with copies to each of the other Beneficiaries, within ten (10) days after the Engineer has delivered copies of the Engineering Documents to each Beneficiary, specifying the reason for such disapproval. If any notice of disapproval is received within such ten (10) day period, the Engineer shall discuss the disapproval with the objector in an attempt to resolve the objections to the satisfaction of all the Beneficiaries. If resolution shall not result (to the satisfaction of all the Beneficiaries), the designated representatives of the parties shall meet with the Engineer within five (5) days after such ten (10) day period to jointly resolve the objections. If, after such meeting, the parties cannot jointly agree on the resolution of any objections, then the decision of RA Beneficiary shall be determinative. The Engineer shall then revise the Engineer's Documents accordingly and the Engineer's Documents shall then be considered final. Failure to send notice of disapproval within the time period specified or failure to attend the meeting shall be deemed to be approval of the material received or any changes to such material. The cost of employing the Engineer and the cost

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of any permits or authorizations needed to construct the Uncompleted Portion of the Ring Road (collectively, "Engineer's Fee and Permit Costs") shall be allocated as follows: (i) that portion of the Engineer's Fee and Permit Costs attributable to Ring Road Sector A (except as provided in Section 5(E)(1)), Ring Road Sector B and Ring Road Sector C shall be borne by CF Trustee and (ii) that portion of the Engineer's Fee and Permit Costs attributable to Ring Road Sector D shall be borne 1/2 by CF Trustee and 1/2 by RA Trustee. The parties shall require the Engineer, as part of the Engineer's Documents, to allocate the Engineer's Fee and Permit Costs to each sector on a unit pricing basis so that the foregoing calculation can be made. The Engineer's allocation shall be conclusive and binding upon all the parties. CF Trustee's portion of the Engineer's Fee and Permit Costs shall be paid to RA Beneficiary, in the case of the Engineer's Fee within five (5) days after the Engineer's Fee is due and in the case of the Permit Costs, as and when the Permit Costs are due. RA Trustee shall then pay such Engineer's Fee and Permit Costs. Further, RA Beneficiary as the representative of RA Beneficiary, CF Beneficiary and GW Beneficiary shall coordinate with the Village of Schaumburg and all other applicable governmental and quasi-governmental authorities in connection with obtaining approval of the Engineer's Documents and obtain all necessary permits and authorizations.

C. Not less than twenty-five (25) days prior to the first to occur of (i) the Phase II Commencement Date, (ii) the Hotel Commencement Date, or (iii) the GW Parcel Commencement Date, as the case may be, the party on whose parcel construction will commence first, shall submit the job of constructing the Uncompleted Portion of the Ring Road to bidding and shall negotiate a fixed price or cost plus with guaranteed maximum price contract for the completion thereof by a date certain in accordance with the Engineer's Documents. The party on whose parcel construction will commence first shall require all bidders to specifically allocate the costs of constructing the Uncompleted Portion of the Ring Road attributable to each sector on a unit pricing basis so that the cost of constructing each of Ring Road Sector A, Ring Road Sector B, Ring Road Sector C and Ring Road Sector D can be separately identified and allocated on a unit pricing basis. Such allocation, after it is approved by the Engineer, shall be conclusive and binding upon all the parties. The Beneficiaries agree that the construction of the Uncompleted Portion of the Ring Road can be done by the general contractor who is responsible for the construction of the improvements on either the RA Parcel, the CF Parcel or the GW Parcel, whichever occurs first, as provided above, provided, however, the construction of the Uncompleted Portion of the Ring Road shall be done pursuant to a separate and distinct contract with such general contractor, and the following provisions of this Section 5(C) shall not apply. If the parties cannot agree, then the decision of RA Beneficiary shall be determinative, provided, however, if the CF Trustee or the GW Trustee is the party on whose parcel construction will commence first and such party wishes to have the Uncompleted Portion of the Ring Road constructed by the general contractor who is responsible for the completion of the improvements on the CF Parcel or the GW Parcel, as applicable, but RA Beneficiary objects (after review of the bids and all applicable documentation, which shall be made available to RA Beneficiary) to any subcontractor who will be used to construct any portion of the Uncompleted Portion of the Ring Road, the amounts to be paid to such subcontractor or the contract for construction, then such general contractor (and such subcontractors) shall not be used to construct the Uncompleted Portion of the Ring Road and RA Beneficiary shall then submit the job of constructing the Uncompleted Portion of the Ring Road to bidding and

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shall proceed to negotiate a fixed price or cost plus with guaranteed maximum price contract for the completion thereof by a date certain (not later than the scheduled completion date of the improvements on either the CF Parcel or the GW Parcel, as the case may be) in accordance with the Engineer's Documents, and RA Beneficiary shall coordinate and time the construction of the Uncompleted Portion of the Ring Road so that such construction does not interfere with or impede any other construction occurring on the Property. If the construction of the Uncompleted Portion of the Ring Road is not done by the general contractor who is responsible for the construction of the improvements on either the RA Parcel, the CF Parcel or the GW Parcel, then within five (5) days after receiving bids (a minimum of two (2) bids and preferably three (3) bids shall be obtained) to construct the Uncompleted Portion of the Ring Road, the party on whose parcel construction will commence first (or RA Beneficiary, if RA Beneficiary is submitting the job of constructing the Uncompleted Portion of the Ring Road to bidding, as set forth above in the immediately preceding sentence) shall send true, correct and complete copies of such bids and the contracts therefor to the other Beneficiaries for their review and approval. Within ten (10) days after receipt of such bids and the contracts therefor, the parties shall select the general contractor (if applicable), subcontractors, a bid and identify any revisions to the contract and the bid. If the parties cannot agree on a general contractor, any subcontractor, a bid or the contract, then the decision of RA Beneficiary shall be determinative. Within five (5) days after the expiration of said ten (10) day period, the party on whose parcel construction will commence first (or RA Beneficiary, as aforesaid) shall notify the bidder selected by the parties and revise the bid and the contract accordingly, if necessary. If the party on whose parcel construction will commence first (or RA Beneficiary, as aforesaid) and the bidder selected cannot reach an agreement in accordance with the decision of the parties (as aforesaid) then that bidder shall not be selected and the aforesaid process shall be repeated until a bidder and a contract are selected. The accepted bidder is referred to herein as the "Contractor."

D. Within five (5) days after the selection of the Contractor and the agreement as to the final form and content of the construction contract, the parties shall deposit their pro rata portion of the costs of constructing the Uncompleted Portion of the Ring Road (plus a contingency allowance of 5% of such portion) into a construction escrow including each party's pro rata share of the general contractor's overhead and profits (which the parties agree shall not exceed 8% of the cost of construction) with Escrowee as follows (determined by reference to the accepted bid): (i) the cost of constructing Ring Road Sector A shall be borne by CF Trustee (except as provided in Section 5(E)(1) below); (ii) the cost of constructing Ring Road Sector B shall be borne by CF Trustee; (iii) the cost of constructing Ring Road Sector C shall be borne by GW Trustee; and (iv) the cost of constructing Ring Road Sector D shall be borne by RA Trustee. RA Beneficiary shall be the signatory to such construction escrow on behalf of the parties hereto and RA Beneficiary and Escrowee shall agree on the form thereof. RA Beneficiary shall direct the Escrowee to invest the funds in the construction escrow in an interest-bearing, federally insured account, with the proceeds thereof accruing to the benefit of the parties pro rata in the same proportions as the funds deposited in the construction escrow. Upon the completion of construction of the Uncompleted Portion of the Ring Road, any funds remaining in the construction escrow shall be returned to the parties who deposited such funds. Upon the deposit of all of the aforesaid amounts by each party into the construction escrow, RA Beneficiary (on behalf of RA Trustee, CF Trustee

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and GW Trustee) shall then authorize the party on whose parcel the construction is commencing (either RA Trustee, CF Trustee or GW Trustee, as the case may be) or RA Trustee (if RA Trustee has objected to the general contractor (or sub-contractors) selected by either CF Trustee or GW Trustee, as applicable, to construct the improvements on the CF Parcel or the GW Parcel, respectively, as provided above) to enter into the contract with the Contractor and shall authorize the commencement of the construction of the Uncompleted Portion of the Ring Road. The construction of the Uncompleted Portion of the Ring Road shall forthwith commence and diligently proceed to completion (subject to Section 5(F) below), in a lien-free manner, it being agreed that time is of the essence. The deposit of all of the aforesaid amounts by each party is a condition precedent to the performance of the construction of the Uncompleted Portion of the Ring Road. If, during the construction of the Uncompleted Portion of the Ring Road, RA Beneficiary determines that the amounts deposited into the construction escrow at any time are insufficient to cover the costs of constructing any remaining portion of the Uncompleted Portion of the Ring Road (due to approved change orders, increased costs, etc.), then the party(ies) who are responsible for such costs, as determined above, shall deposit their allocable share into the construction escrow within ten (10) days after notice thereof from either Escrowee or RA Beneficiary. If the signatory to the construction contract is involved in a dispute or disagreement with the general contractor or any subcontractor performing the construction of the Uncompleted Portion of the Ring Road concerning any portion of such construction and such party notifies RA Beneficiary of such and requests that RA Beneficiary not pay such contractor or subcontractor through the construction escrow, then RA Beneficiary shall not pay such contractor or subcontractor, provided that such signatory has then given Escrowee some form of security acceptable to Escrowee, such that Escrowee has insured over (to the reasonable satisfaction of RA Beneficiary) any lien rights of such contractor or subcontractor until such dispute or disagreement is ultimately resolved, either by agreement, arbitration or litigation. RA Beneficiary shall, with the consent of GW Beneficiary and CF Beneficiary, obtain insurance during the construction of the Uncompleted Portion of the Ring Road in types, amounts and with companies as the parties agree, the cost of which shall be divided equally between the parties. If the parties cannot agree, then the decision of a majority of the Beneficiaries shall be determinative. Subject to the terms of this Agreement, a license for access, ingress and egress over, under, across, in and upon the Property is hereby declared, created and reserved by the Owners for the benefit and use of themselves and the Contractor (and subcontractors) for the sole purpose of constructing the Uncompleted Portion of the Ring Road. This license shall be automatically revoked upon the completion of construction of the Uncompleted Portion of the Ring Road, as determined by a certificate of completion from the Engineer.

E. 1. The parties acknowledge that the Village has approved the use of a temporary surface for Ring Road Sector A until the later to occur of (a) the Phase II Commencement Date or (b) the date which is five (5) years after the date of this Agreement (as same may be extended by the Village, as provided below). On or prior to the commencement of the construction of Ring Road Sector A, RA Trustee shall already have graded, at its cost, the portion of the RA Parcel underlying Ring Road Sector A. On the Phase II Commencement Date, RA Trustee shall, at that time (as an element of the construction of the improvements on Phase II), be obligated to destroy the existing surface (if any) of Ring Road Sector A and improve it with a permanent roadway surface in

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accordance with the Engineer's Documents and all applicable federal, state, county and local laws rules, regulations and ordinances, including those of the Village and RA Trustee shall be responsible for all construction costs thereof, including the Engineers fees and permit costs.

2. If Ring Road Sector A has not been improved with a permanent roadway surface by RA Trustee within five (5) years after the date of this Agreement, then CF Trustee, at its sole cost, shall then be obligated to improve Ring Road Sector A with the type of improvements required by the Village, unless the Village extends such five (5) year time period. CF Trustee shall forthwith commence and diligently pursue such work in a timely manner so that Ring Road Sector A is improved with the type of improvements required by the Village, including such minimum standards as the Village may accept. The construction and improvement of Ring Road Sector A described in this Section 5(E)(2) shall be done by an entity and pursuant to a contract which has been approved in writing by RA Beneficiary, prior to the commencement of any such construction. Any entity performing any of the work shall maintain such insurance as RA Beneficiary shall reasonably require (in amounts, types and with companies as are acceptable to RA Beneficiary) naming RA Trustee and RA Beneficiary and its mortgagees as additional named insureds and providing that such policies shall not be cancelled without at least thirty (30) days prior written notice to RA Beneficiary. All costs relating to the foregoing construction and improvement of Ring Road Sector A shall be borne solely by CF Trustee. CF Trustee shall promptly and timely pay (unless CF Trustee is involved in a dispute or disagreement with the general contractor or any subcontractor performing any portion of the construction and improvement of Ring Road Sector A, provided that CF Trustee has then given RA Trustee some form of security reasonably acceptable to RA Trustee (including an endorsement to the title insurance policy owned by RA Trustee relating to the RA Parcel) such that any lien rights of such contractor or subcontractor are insured or bonded over to the satisfaction of RA Trustee) all amounts due to any entity performing any portion of such work and shall not permit any mechanics' or materialmens' liens to attach to the RA Parcel, the Ring Road or any portion thereof. Subject to the necessity of construction upon Ring Road Sector A, Ring Road access shall be kept unobstructed and the Ring Road and the RA Parcel shall be kept free from all debris, mud, dirt, sand, gravel and all other objects and substances and CF Trustee shall immediately clean-up and remove (to the satisfaction of RA Beneficiary) all such debris, mud, dirt, sand, gravel or other objects and substances. If the Ring Road or the RA Parcel is damaged in any way as a result of the work or the exercise by CF Trustee of its rights hereunder, then CF Trustee shall immediately repair the Ring Road or the RA Parcel to the reasonable satisfaction of RA Beneficiary. Subject to the terms of this Agreement, a temporary license for access, ingress and egress over, under, across, in and upon the Property is hereby declared, created and reserved by the RA Trustee for the benefit of the CF Trustee and the entities performing the work for the purpose of improving and constructing Ring Road Sector A with the type of improvements required by the Village. The license shall be automatically revoked upon completion of such work or a default under this Section 5(E)(2) by CF Trustee, whichever is earlier. Construction and delivery vehicle access shall be limited and governed in accordance with Section 6 hereof. In the performance of any work, CF Trustee (and its contractors, subcontractors, agents and representatives) shall not damage or disturb any water, storm, sewer or sanitary lines or easements upon or serving the RA Parcel.

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F. Notwithstanding anything to the contrary contained herein, if the construction of the Uncompleted Portion of the Ring Road is not completed by January 1, 1993, subject to Force Majeure, then RA Trustee shall have the right to terminate its obligations under this Agreement and the Easements granted hereunder. If either the Phase II Commencement Date, the Hotel Commencement Date or the GW Parcel Commencement Date has not occurred by April 1, 1992, then any party to this Agreement shall have the right, by delivering notice thereof to the other parties to this Agreement on or before April 5, 1992, to initiate the procedures set forth in this Section 5 to commence and complete the construction of the Uncompleted Portion of the Ring Road, in compliance with the terms and provisions of this Agreement, but in any event, completing the construction of the Uncompleted Portion of the Ring Road by January 1, 1993, subject to Force Majeure, as aforesaid.

G. The party responsible (as provided herein) for the construction and installation of the Ring Road shall coordinate and time the construction and installation of the Ring Road so that (i) such construction and installation does not interfere with or impede (a) any other construction on any other part of the Property and (b) the construction and installation of the water, sanitary sewer and storm sewer lines required to be constructed on any portion of the Property and (ii) the Ring Road is constructed and installed subsequent to the construction and installation of such water, sanitary sewer and storm sewer lines, that is, so it will not be necessary to destroy, damage or interfere with any grading, paving or other improvements on the Property during the construction and installation of such water, sanitary sewer and storm sewer lines. The parties shall fully cooperate with each other to accomplish the foregoing provisions of this Section 5(G).

6. Construction Vehicle Access. Subject to the terms of this Agreement and in connection with the easement granted in Section 4A hereof, truck, construction and delivery vehicular traffic serving either the CF Parcel or the GW Parcel shall have the right to use only the Southern Portion to access the CF Parcel and the GW Parcel, as the case may be. In no event may any portion of the RA Parcel Ring Road other than the Southern Portion be used for truck and construction vehicular traffic. Each Owner (individually, "Construction Indemnitor") shall be responsible for and shall immediately clean-up (or cause to be cleaned-up) or repair, upon the request of (and to the reasonable satisfaction of) the Owner(s) whose parcel(s) is affected or damaged ("Construction Indemnitee"), any and all debris, mud, dirt, sand, gravel and all other objects and substances deposited or left upon such Construction Indemnitee's parcel or the portion of the Ring Road located on such Construction Indemnitee's Parcel or any damage caused to such Construction Indemnitee's Parcel or the portion of the Ring Road located on such Construction Indemnitee's Parcel by any truck or construction vehicular traffic serving the particular parcel(s) owned by the applicable Construction Indemnitor(s). The Construction Indemnitors hereby agree to indemnify, defend and hold the Construction Indemnitees and their Permittees harmless from and against any and all loss, cost, damage, expense, injury, fine, penalty and judgment (including, without limitation, attorneys' fees and court costs) incurred by any of Construction Indemnitees, any of their Permittees or to the RA Parcel, CF Parcel or GW Parcel, as the case may be, or the RA Parcel Ring Road, the CF Parcel Ring Road or the GW Parcel Ring Road, as the case may be, and arising out of or incurred in connection with the use of the Ring Road by truck or construction vehicular traffic serving the applicable Construction Indemnitor's parcel. The GW Trustee and the CF Trustee hereby agree that the use of the Southern Portion for truck and construction vehicular traffic shall be subject to the reasonable rules, regulations and schedule of use of the RA Trustee, from time to time

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taking into account the needs and timing of construction of the other parcels. In no event shall any party store property, stage vehicles or park vehicles upon the Ring Road. It is the intent and agreement of the parties hereto that only pedestrian, passenger, parcel delivery, emergency and security vehicles be authorized to use the portion of the RA Parcel Ring Road other than the Southern Portion. Trucks, construction vehicles and similar vehicles shall be authorized to use only the CF Parcel Ring Road, the GW Parcel Ring Road and the Southern Portion. The parties hereby agree to cooperate with each other in good faith and take reasonable and necessary measures and to use due diligence to discourage trucks, construction vehicles and similar vehicles from using portions of the RA Parcel Ring Road other than the Southern Portion, including, without limitation, placing appropriately located and conspicuous signs and graphics indicating such prohibition, and informing contractors, sub-contractors, suppliers and common carriers of such prohibition. The reasonable cost of such measures shall be borne as set forth in Section 7 below. Each party ("Releasor") hereby releases the other parties ("Releasee") from any and all direct and indirect claims, injuries, liabilities, damages, costs and expenses incurred or suffered by any Releasor and arising out of any measures imposed by any Releasee to regulate the schedule of use and impose rules on the use of the portion of the Ring Road located on its parcel for truck and construction vehicular traffic.

## 7. Maintenance of Ring Road.

A. RA Beneficiary shall designate the managing agent ("Manager") of the RA Parcel, from time to time as the party responsible for maintaining or causing the Ring Road to be maintained. The Manager shall maintain, repair, replace and renew the Ring Road or cause the same to be maintained, repaired, replaced or renewed in a clear, sightly and safe condition. Such obligation, to the extent not otherwise delegated by this Agreement or otherwise to the Village of Schaumburg or other governmental authority or public utility or to the Owners of the Property, shall include (i) the prompt removal of all paper, debris and refuse from all areas of the Ring Road; (ii) the repair, replacement, renewal and cleaning of all exterior lighting fixtures, signs, entrance monuments and markers, traffic control signals (including operating and maintaining same) and traffic signs; (iii) the mowing, watering, fertilizing, weeding, replanting and replacing of landscaping and medians upon all portions of the Ring Road; (iv) the repair, replacement, cleaning, clearing and maintenance of the Ring Road, including, without limitation, cleaning, snow removal, striping, lighting, drainage, curb and gutter maintenance and sealing, resurfacing and repairing, when and as required; (v) all other maintenance necessary to keep the Ring Road in a safe, clean and sightly condition; and (vi) securing and maintaining public liability insurance over the Ring Road containing limits of liability generally maintained by prudent owners or users of similar property, but in no event less than \$2,000,000.00 single limit, insuring all Owners and their beneficiaries, agents and mortgagees.

B. Except as set forth in Section 7(H), the costs and expenses of performing the aforesaid maintenance, repair, replacement and renewal shall be borne proportionately by the Owners (as set forth below) and shall include, but not be limited to, all costs of materials, labor and supplies, overhead and administrative expenses equal to ten percent (10%) of the cost of such materials, labor and supplies and the premiums for policies of insurance on the Ring Road (collectively, the "Costs of Maintenance"); provided, however, that such ten percent (10%) shall be paid to the Manager in lieu of any other fee under this Agreement.

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C. Perpetual non-exclusive easements for ingress and egress over, under, across, in and upon the Ring Road are hereby declared, created and reserved by the Owners for the benefit and use of themselves, their Permittees, the Village of Schaumburg, and any utility company serving the Property, as the case may be, to provide reasonable access to the Ring Road for the purposes of performing the maintenance required under Section 7(A).

D. Every Owner shall pay to the Manager its proportionate share of the Costs of Maintenance in accordance with the provisions of Section 7E. An Owner's proportionate share ("Owner's Proportionate Share") of the Costs of Maintenance shall be calculated using the so-called "trip generator" method (developed by Metro Transportation Group, Inc.) with reference to Exhibit F.

E. On or before November 1st of each year, the Manager shall prepare an annual budget (the "Budget") detailing anticipated maintenance, cleaning, repairs and replacements and the Costs of Maintenance, which shall be submitted to the Owners for review and approval. Within fifteen (15) days after receipt of the Budget, representatives of those Owners who will be responsible for any Costs of Maintenance shall meet and either approve or disapprove the Budget. Failure by any Owner to notify the other Owners of any disapproval or attend the meeting within such fifteen (15) day period shall be deemed consent by such Owner of the Budget. If the parties cannot agree on the Budget within such fifteen (15) day period, then the decision of RA Beneficiary shall be determinative and RA Beneficiary shall so notify Manager of the finalized Budget and each Owner who will be responsible for any Costs of Maintenance shall deposit with Manager each Owner's Proportionate Share of the annual Costs of Maintenance as set forth in the Budget within five (5) days after RA Beneficiary notifies the Manager of the approval of the final Budget. Such amounts shall be deposited by Manager in a federally insured, interest-bearing account, if possible, with interest accruing to the benefit of the respective depositor. During the course of the year if the Manager determines amounts of money in excess of the amounts shown in the Budget are necessary to fulfill the obligations set forth in Section 7(A) or if it is necessary to reallocate the Costs of Maintenance on a prospective basis by reason of the Phase II Completion Date, the GW Parcel Improvements Completion Date or the CF Parcel Completion Date, as applicable, the foregoing approval process shall be repeated with respect to such amounts of money. At the end of each calendar year, any excess funds remaining with Manager shall be credited against the proportionate share of the depositor thereof for the next succeeding calendar year.

F. Every Owner by the acceptance of a deed to any part or portion of the Property, whether or not such obligation be so expressed in any such deed, for every part or portion of the Property owned by said Owner hereby covenants and agrees, and shall be deemed to have covenanted and agreed, to pay all Costs of Maintenance as are levied or charged pursuant to the provisions of this Agreement. Any unpaid Costs of Maintenance together with interest thereon calculated at the rate of three percent (3%) above the Prime Rate (as defined in Section 12 hereof) (the "Default Rate of Interest") together with the Late Payment Charge described in Section 7G and the costs of collection, if any, as herein provided, shall be charged as a continuing lien upon the part or portion of the Property against which such Costs of Maintenance are levied. Such lien shall arise immediately upon the recording of a notice by the Creditor Owner(s) with the office of the Recorder of Deeds of Cook County, Illinois and may be enforced



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by a proceeding in equity to foreclose such lien in a like manner as a mortgage of real property in the State of Illinois or by any other remedy available by statute or at law or in equity. Such Costs of Maintenance as aforesaid, together with interest, Late Payment Charges and costs thereon, shall, in addition, be the personal obligation of the Owner of such part or portion of the Property at the time the Costs of Maintenance were levied.

G. Any Costs of Maintenance which are not paid when due shall be delinquent. If an Owner fails to pay any Costs of Maintenance within five (5) days after their due date, said Owner, in addition to the Default Rate of Interest, shall be liable for a late payment charge equal to the greater of (i) \$150, or (ii) fifteen percent (15%) of the amount of the unpaid Costs of Maintenance (the "Late Payment Charge"). No Owner may waive or otherwise avoid liability for Costs of Maintenance as provided for herein by non-use of the Ring Road.

H. If any maintenance, cleaning, repair or replacement of any portion of the Ring Road is due to the misuse, negligence or willful or wanton misconduct of any particular Owner or that Owner's Permittee's, including, without limitation, any repair, maintenance, cleaning or replacement resulting from the violation of the restrictions on construction and truck vehicular traffic set forth in Section 6, then notwithstanding anything to the contrary contained herein, such Owner shall solely bear the Costs of Maintenance with respect to such maintenance, cleaning, repair or replacement.

I. If the Manager shall fail to perform any necessary maintenance, cleaning, repair or replacement of any portion of the Ring Road within a reasonable amount of time (given the extent and nature of the maintenance, cleaning, repair or replacement and the needs of the affected Owners, including, without limitation, the necessity of snow removal on the Ring Road on all days on which there is snow, after the Hotel Completion Date) after a request therefor by the Owner of the portion of the Ring Road in need of such maintenance, cleaning, repair or replacement, then such Owner shall have the right to perform such item of maintenance, cleaning, repair or replacement itself and the costs thereof shall be allocated as set forth above in this Section.

8. Mutual Easements. The RA Parcel Ring Road, the CF Parcel Ring Road and the GW Parcel Ring Road comprise the Ring Road and shall be mutual and reciprocal easements, and shall hereafter be treated as one easement for the benefit of the RA Parcel, the CF Parcel and the GW Parcel and the Owners and Permittees of such benefited parcels.

9. Condition of Ring Road. Subject to the necessity of constructing the Uncompleted Portion of the Ring Road, improving Ring Road Sector A with a permanent surface, repairing, cleaning, maintaining and replacing portions of the Ring Road, from time to time, and restrictions prohibiting the use of portions of the RA Parcel Ring Road other than the Southern Portion for construction and truck vehicular traffic, as set forth above, the Ring Road shall at all times be kept free and clear of any and all buildings, fences, trees, wires, signs, barriers and all other structures, fixtures or objects which would unreasonably impede or interfere with the ingress and egress of the pedestrian and vehicular traffic contemplated herein. At all times, the Ring Road shall be kept in a safe and sound condition, reasonably free of snow, ice and debris and in compliance with all applicable federal, state and local governmental laws, rules, regulations and ordinances.

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10. Other Easements. The easements for the Ring Road herein granted are and shall be expressly subject to any easements and rights-of-way, already existing or created in the future, granted for utility services in, over, upon and across the Ring Road, by the respective Owners of the Property, and such Owners reserve and retain the right to convey similar rights-of-way and easements for utility services to such other persons or entities as such Owners may deem proper; provided that such rights-of-way and easements shall not unreasonably impede or unreasonably interfere with the use of the Ring Road for access, ingress and egress purposes as herein set forth.

11. Signage.

A. RA Trustee intends to erect a permanent sign on the RA Parcel near Roselle Road, at a location to be designated by RA Trustee in its sole discretion. Such sign will be of such a design, size, height, style, type, lettering, color and illumination as is determined from time to time by RA Trustee in its sole discretion. The sign will bear the words "Chatham Centre Northwest" and shall (subject to the provisions of this Section) identify the Hotel and the restaurant located therein (if CF Trustee so requests) in a manner which is reasonably acceptable to both of RA Trustee and CF Trustee. If CF Trustee and RA Trustee cannot reasonably agree on any of the design, size, height, style, type, lettering, color or illumination of the portion of the sign identifying the Hotel (and the restaurant located therein) within fourteen (14) days after RA Beneficiary delivers the drawings, plans and specifications for the sign to CF Beneficiary for its review, then the decision of RA Trustee shall be determinative. If CF Trustee is not satisfied with the decision of RA Trustee, then CF Trustee shall have the option to not identify the Hotel (and the restaurant located therein) on the sign by delivering written notice thereof to RA Trustee within five (5) days after the expiration of such fourteen (14) day period. CF Trustee shall be liable to RA Trustee for its proportionate share of all costs of erecting, installing, maintaining, repairing, replacing and operating the sign, such proportionate share to be equal to the ratio that the square footage of the portion of the sign identifying the Hotel (and the restaurant located therein, if applicable) bears to the total square footage of the sign. Such costs shall be paid by CF Trustee from time to time within ten (10) days after RA Trustee or manager delivers copies of the invoices therefor to CF Trustee. Notwithstanding anything to the contrary contained herein, nothing in this Section shall be construed in any way to inhibit, interfere with or limit RA Trustee's sole discretion and rights to relocate the sign, or modify or change the design, size, height, style, type, lettering, color or illumination (provided that if CF Trustee so requests, the portion of the sign identifying the Hotel (and the restaurant located therein, if applicable) shall (if and to the extent permitted by the Village or other applicable governmental authority) be illuminated twenty-four (24) hours per day, with CF Trustee responsible for all costs of illuminating the portion of the sign identifying the Hotel (as reasonably determined by RA Trustee) during hours in which the rest of the sign is not illuminated) of the sign at any time or from time to time. If the square footage of the sign is modified or changed, then CF Trustee's proportionate share of the foregoing costs shall be adjusted in accordance with the foregoing formula. CF Trustee hereby releases RA Trustee from any and all direct and indirect liabilities, claims, injuries, damages, costs and expenses incurred by CF Trustee and arising out of the relocation, modification or change in the sign or in the design, size, height, style, type, lettering, color or illumination of the

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sign. Any costs of removing and relocating the sign shall be borne by RA Trustee.

B. If the GW Parcel is improved with a hotel, motel or restaurant, the permanent sign on the RA Parcel described in Section 11(A) shall be modified to identify such hotel, motel or restaurant in the same manner, with the same restrictions, and subject to the same terms, conditions and rights of approval of RA Trustee as the portion of the sign identifying the improvements on the CF Parcel, as set forth in Section 11(A), provided, however, that in no event shall those portions of the sign identifying "Chatham Centre Northwest" and the improvements on the CF Parcel be modified or altered as a result of the addition of signage identifying such hotel, motel or restaurant on the GW Parcel. In such event, each party's proportionate share of all costs of maintaining, repairing, replacing and operating the sign shall be adjusted in accordance with the square footage of the portion of the sign identifying the improvements on each party's parcel, as set forth in Section 11(A).

12. **Default.** If any Owner fails to pay any amounts due by such Owner hereunder (including, without limitation, such Owner's Proportionate Share of the Costs of Maintenance) or fails to perform any of its obligations, duties or covenants hereunder, as and when required by the terms of this Agreement (such Owner is referred to in this Agreement as a "Defaulting Owner") then any other Owner ("Creditor Owner"), after giving ten (10) days prior written notice to the Defaulting Owner (notice shall not be required in the event of an emergency situation which is a clear and present danger to the safety of persons), is hereby granted the right and license to pay such amount or perform such obligation unless the Defaulting Owner completes said obligation or pays such amount within such ten (10) day period, or if such obligation is non-monetary and is not susceptible of being cured within such ten (10) day period, then within such additional period of time as is reasonably necessary to complete such obligation (but not to exceed an additional forty (40) days) provided that at all times such Defaulting Owner is diligently proceeding to complete such obligation. If such Creditor Owner pays such amount or performs such obligation in accordance with the provisions hereof, the cost and expense attributable thereto shall be paid by the Defaulting Owner, which payment shall be due and payable upon demand by such Creditor Owner, together with interest thereon computed at an annual rate equal to three percent (3%) in excess of the corporate base rate of interest as announced from time to time by The First National Bank of Chicago as its corporate base rate (the "Prime Rate") accruing from the date(s) such Creditor Owner pays such amount or incurs the cost of performing such obligation to the date such Creditor Owner is actually reimbursed for such costs by the Defaulting Owner, plus all costs of collection, including reasonable attorneys' fees and court costs. If The First National Bank of Chicago ceases to use or publish a "corporate base rate," then the Prime Rate shall mean a comparable index used by The First National Bank of Chicago or a comparable financial institution.

13. **Remedies Upon Default.** If any Owner, as Defaulting Owner, shall fail to pay any amounts due by such Defaulting Owner hereunder or shall otherwise fail to perform any other obligations, covenants or duties herein contained, any other Owner, as Creditor Owner, shall have the right, in addition to said Creditor Owner's other remedies contained herein, at law, in equity or otherwise, to: (1) institute and prosecute a suit against the Defaulting Owner for damages suffered in connection with said failure; (2) institute and prosecute a suit against the Defaulting Owner to enforce collection of the amounts advanced by the Creditor Owner pursuant to this Agreement plus interest thereon computed at an annual rate equal to three percent (3%) in excess of the Prime

Rate, accruing as of the date or dates of the payment by said Creditor Owner of any charges or other amounts due from the Defaulting Owner or from the date or dates such Creditor Owner incurs the cost of performing such obligation, plus all costs of collection and attorneys' fees, all of which amounts shall be a lien against the Defaulting Owner's parcel in favor of the Creditor Owner, such lien shall arise immediately upon the recording of a notice by the Creditor Owner with the Office of the Recorder of Deeds of Cook County, Illinois, and may be enforced by a proceeding in equity to foreclose such lien in a like manner as a mortgage of real property in the State of Illinois or by any other remedy available by statute or at law or in equity; (3) institute and prosecute a suit against the Defaulting Owner to enforce collection of any unpaid Costs of Maintenance plus the Default Rate of Interest thereon and any Late Payment Charges, it being hereby agreed that any unpaid costs of maintenance and repair shall be a lien against the Defaulting Owner's parcel in favor of the Creditor Owner, such lien shall arise and be enforceable as provided above; (4) institute and prosecute a suit against the Defaulting Owner to foreclose the lien of any amounts due the Creditor Owner, including, without limitation, any Costs of Maintenance which such Defaulting Owner has not paid; and (5) institute and prosecute a suit for specific performance of the covenants and obligations contained herein. All remedies provided herein or at law or in equity shall be cumulative and not exclusive. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Agreement or to collect any amounts due hereunder, the losing party or parties shall pay the attorneys' fees and court costs of the prevailing party. The liens provided for in this Section shall be subject and subordinate to any first trust deed or first mortgage constituting a lien on the parcel owned by the Defaulting Owner.

14. **Compliance with Law.** With respect to its use, operation, enjoyment and exercise of any Easement and any easement use or right granted herein, each Owner shall fully comply with all applicable federal, state, county and municipal laws, codes, rules, ordinances and regulations.

15. **Abatement and Suit.** The conditions, covenants, duties, restrictions, reservations and standards herein set forth shall operate as covenants running with the land, and shall be enforceable by a suit at law or in equity, and the entity or persons entitled thereto shall have the right to sue for and obtain damages, a declaratory judgment, or an injunction, prohibitive or mandatory, to prevent or recover damages for the breach of or to mandate the enforcement or observance of the conditions, covenants, restrictions, reservations, duties, provisions and standards herein set forth, and the failure of such entity or persons to enforce any of the restrictions, conditions, covenants, duties, standards, reservations or provisions of this Agreement at any time or from time to time shall in no event be deemed to be a waiver of the right to enforcement thereafter at any time.

16. **No Waiver; Remedies Cumulative.** No waiver of any default shall be implied from any omission by the party not in default to take any action. No waiver of any default shall affect any other default. The consent or approval by any party to or any act or request by the other party requiring consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar acts or requests. The rights and remedies given to any party by this Agreement, at law or in equity, shall be deemed to be cumulative, and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity which any party might otherwise have by virtue of a default under this Agreement, and the exercise of one such right or remedy by any party shall not impair such party's standing to exercise any other right or remedy.

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17. **Binding Effect.** The Easements, covenants, conditions, duties, obligations, restrictions, burdens, uses, privileges, costs, licenses and charges created under this Agreement shall be binding upon and inure to the benefit of, to the extent provided herein, all parties (and their successors and assigns) having or acquiring any right, title or interest in or to any portion of, or interest or estate in, the Property and each of the foregoing shall run with the land.

18. **Abandonment.** Easements created hereunder shall not be presumed abandoned by non-use or the occurrence of damage or destruction of a portion of the Property subject to an Easement unless the Owner benefitted by such Easement states in writing its intention to abandon such Easement.

19. **Right to Declare Additional Easements.** The Owners, and each of them, reserve to themselves and their successors in-title the right to grant an additional easement or additional easements over, under, upon and across any portion of the Easements which are or may be located upon the parcel or parcels owned by each said Owner or Owners for ingress, egress and access, public and private utilities, compensatory water storage, retention ponds and drainage ways and for such other purposes as each said Owner shall deem to be necessary or desirable, to any person or entity including, but not limited to, any governmental authority and any public utility company or for the benefit of any other real estate, provided such grant (1) does not unreasonably or materially interfere with, impede or alter the permitted use of the Easement(s) by any other Owner and their respective Permittees; (2) does not unreasonably modify the character and nature of said Easement(s); and (3) does not materially increase the use or burden of any Easement(s).

20. **Constructive Notice and Acceptance.** Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented to and agreed to be bound by every covenant, condition, duty, standard and restriction contained herein, whether or not any reference to this Agreement is contained in the instrument in which such person acquired an interest in said portion of the Property.

21. **Mortgagee Protection.** The holders of any mortgage encumbering any portion of the Property or any improvements located thereon shall be entitled to receive notices given in the manner provided in Section 22 of this Agreement; provided such holder gives the parties written notice of its desire to receive such notices and the name and address for receiving said notices. The Creditor Owner(s) agrees to give any mortgagee of the parcel of a Defaulting Owner a copy of any notice of default served upon the Defaulting Owner, provided that prior to such notice such Creditor Owner has been notified in writing (in accordance with the terms hereof) of the address of such mortgagee. The Creditor Owner further agrees that if the Defaulting Owner shall have failed to cure such default within the time provided for in this Agreement, then provided that such default is non-monetary, the mortgagee shall have an additional twenty (20) days within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary to cure such default shall be granted (but not to exceed thirty (30) days if within such twenty (20) day period, mortgagee has commenced and at all times is diligently pursuing the remedies necessary to cure such default (including, but not limited to, commencement of foreclosure proceedings, if necessary to effect such cure). If the holder of any mortgage or its nominee shall succeed to an Owner's interest in its parcel, whether by foreclosure sale or by deed in lieu thereof or otherwise or becomes a mortgagee in possession or has a receiver appointed for such Owner's interest, then the holder of such mortgage shall

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hold such Owner's interest subject to all of the covenants, conditions, duties, obligations, standards, restrictions and other provisions of this Agreement, provided, however, that such mortgagee shall not be liable for the acts, omissions or liabilities of such Owner outstanding or accruing on or prior to the date such mortgagee succeeds to such Owner's interest in its parcel, becomes a mortgagee in possession or has a receiver appointed for such Owner's interest.

22. **Notice.** All notices, demands, documents, elections or other communications required, permitted or desired to be served or delivered hereunder shall be in writing and shall be delivered in person or by private commercial courier service or mailed by certified or registered mail, postage prepaid, return receipt requested, and, if mailed, shall be deemed given when received or three (3) business days after deposit in the mail, whichever occurs first, and, if personally delivered or if delivered by private commercial courier service, shall be deemed given when actually delivered or when delivery is refused (as evidenced by a written receipt therefor), addressed as below stated or at such other address as any party shall hereafter designate by notice to the other parties given in accordance with the provisions of this Agreement:

For notices to RA Trustee:

LaSalle National Bank, as Trustee  
under Trust No. 110235  
135 South LaSalle Street  
Chicago, Illinois 60690  
Attn: Land Trust Department

with a copy to (or for notices to RA Beneficiary):

Roselle-NWT Associates  
c/o Venterra Sales and Management Corp.  
1901 North Roselle Road  
Schaumburg, Illinois 60195

with a copy in all cases to:

JCP Realty, Inc.  
1633 Broadway  
New York, New York 10019  
Attn: Managing Attorney

with a copy in all cases to:

Rudnick & Wolfe  
203 North LaSalle Street  
Suite 1800  
Chicago, Illinois 60601  
Attn: Charles L. Edwards, Esq.  
and John S. Bank, Esq.

For notices to CF Trustee:

Chicago Title and Trust  
Company as Trustee under Trust  
No. 1092617  
111 West Washington  
Chicago, Illinois 60602  
Attn: Land Trust Department

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with a copy to ( or for  
notices to CF Beneficiary):

Capital Funding Group, Ltd.  
180 North LaSalle Street  
Suite 1810  
Chicago, Illinois 60601  
Attn: David J. Carlins, Esq.

For notices to GW Trustee:

Boulevard Bank National  
Association as Trustee  
under Trust No. 6846  
410 North Michigan Avenue  
2nd Floor South  
Chicago, Illinois 60611  
Attn: Land Trust Department

with a copy to (or for  
notices to GW Beneficiary):

GWL Properties, Inc.  
1100 Jorie Blvd.  
Suite 173  
Oak Brook, Illinois 60521  
Attn: Ray Widstrand

with a copy in all cases to:

Katz Randall & Weinberg  
200 North LaSalle Street  
Suite 2300  
Chicago, Illinois 60601  
Attn: Paul Rosenblum, Esq.

23. **Run With The Land.** The grants, obligations, duties, standards, benefits and burdens created by this Agreement shall, in each and every instance, run with the land as to the RA Parcel, the CF Parcel and the GW Parcel, as the case may be, and shall apply to, be binding upon and inure to the benefit of any and all present and future owners of all or any portion of the RA Parcel, the CF Parcel and the GW Parcel, as the case may be, and their respective successors-in-title, provided that, except as otherwise provided herein, each such Owner and each such Permittee shall use the Easement uses, rights and licenses granted by this Agreement in such a manner so as to (i) not materially increase the burden of any Easement, use or license granted by this Agreement; (ii) not materially increase the use of any Easement or license granted by this Agreement; and (iii) not interfere with the Owner of the servient tenement's (or his Permittee's) use and enjoyment of his land.

24. **Use and Benefit.** The easements granted by this Agreement are not public easements but are perpetual (except as otherwise expressly provided herein) and private easements intended for the use and benefit of RA Trustee, CF Trustee and GW Trustee and their successors-in-title to the whole or any portion of the RA Parcel, the CF Parcel and the GW Parcel, respectively, and their respective Permittees. No restriction, condition, covenant, easement or agreement contained herein or granted hereby shall prevent any party from creating any other restriction, condition, covenant, easement or agreement affecting its respective parcel, which does not conflict with the terms and provisions of this Agreement.

25. **No Merger.** It is expressly understood and agreed that the parties hereto do not intend that there be, and there shall in no event be, a merger of the dominant and servient tenements hereunder by virtue of the ownership of any of said tenements being vested in the same person or entity, but do intend that the easement servitudes granted by

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this Agreement shall not be extinguished thereby and that said dominant and servient tenements be kept separate.

26. Notice of Repairs For Ingress and Egress Easements. Except if repairs or maintenance must be performed on an emergency basis, if repair or maintenance of any of the ingress or egress Easements (after the final construction and installation thereof) will deny use of any of the ingress or egress Easements to any of the Owners, as the case may be, for more than one (1) twenty-four consecutive hour period, then the Manager shall deliver to all other parties, not less than three (3) business days prior written notice thereof, which notice shall state the estimated period of time during which access and ingress and egress across such Easement will be denied or interrupted. Notwithstanding the foregoing, access to each of the parcels shall be maintained at all times by, if necessary, alternative routes across the Property.

27. Insurance. Each party with respect to its respective portion of the Property agrees, at its sole cost and expense, to maintain or cause to be maintained comprehensive general liability insurance which shall include coverage for personal injury to, and death, of any person or persons or damage to property of others, as the case may be, occurring upon, in or on such portion of the Property, such insurance in each case to afford protection to the limitation of not less than \$2,000,000.00 combined single limit for injury to or death of any number of persons or for damage to property of others, and which insurance may have commercially reasonable self-insurance retention requirements and/or deductibles. All such policies of insurance shall be in full force and effect at all times, shall be issued by insurers of recognized responsibility, licensed to transact business in the State of Illinois and, shall provide that such policies shall not be cancelled or amended without thirty (30) days prior written notice.

28. Damage and Destruction. In the event of destruction or damage by fire or other casualty to any of the improvements located on any portion of the Property, the owner of such improvements, at its sole option and its sole cost and expense, shall either promptly repair such damage or rebuild such destroyed improvements or shall demolish such destroyed or damaged portion of its improvements and remove all debris from its part of the Property.

29. Real Estate Taxes. Except as otherwise provided herein, each party shall promptly pay or cause to be paid, before delinquency, all real estate taxes and special assessments and other like charges assessed against its respective portion of the Property; provided, however, that a party, at its sole cost and expense, may contest in good faith the validity, application or enforcement of any such tax or assessment if the contest shall not subject its portion of the Property to loss or forfeiture or cause any Easement to be extirpated or subordinated and such party shall indemnify, defend and hold harmless the other party from any and all liability incurred by the other party as a result of such party's contest.

30. Certain Costs.

A. The parties shall each be responsible for one-third (1/3) of the amount incurred by RA Trustee in having the current mortgagee of the RA Parcel, Bank of Montreal, review this Agreement, including, without limitation, such mortgagee's attorneys' fees and engineer's fees, up to an aggregate maximum amount of \$6,000.00. The amounts attributable to CF Trustee and GW Trustee shall be paid by such parties to RA Beneficiary within five (5) days



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after RA Beneficiary delivers the invoices therefor, from time to time, to each of CF Trustee and GW Trustee.

B. If, as a condition precedent to any future development on any part of the Property, the Village requires that the intersection of the Ring Road and Roselle Road be modified, improved or enlarged, then all direct costs ("Roselle Road Modification Costs") attributable thereto (including engineering fees and permit costs) shall be allocated and shared twenty percent (20%) by RA Trustee, forty percent (40%) by CF Trustee and forty percent (40%) by GW Trustee. Notwithstanding the foregoing, if the final floor area ratio ("FAR") of the improvements on the GW Parcel (as finally approved by the Village) is greater than the FAR of the improvements on the CF Parcel (as finally approved by the Village), then (i) the proportion of the Roselle Road Modification Costs attributable to GW Trustee shall be equal to the product of (a) eighty percent (80%) multiplied by (b) a fraction, the numerator of which is the FAR of the improvements on the GW Parcel and the denominator of which is the sum of the FAR of the improvements on the GW Parcel and the FAR of the improvements on the CF Parcel; and (ii) the proportion of the Roselle Road Modification Costs attributable to CF Trustee shall be equal to the product of (a) eighty percent (80%) multiplied by (b) a fraction, the numerator of which is the FAR of the improvements on the CF Parcel and the denominator of which is the sum of the FAR of the improvements on the GW Parcel and the FAR of the improvements on the CF Parcel. For example, if the FAR of the improvements on the GW Parcel (as finally approved by the Village) is .9 and the FAR of the improvements on the CF Parcel (as finally approved by the Village) is .6, then GW Trustee's share of the Roselle Road Modification Costs shall be equal to 48% ( $80\% \times .9/1.5$ ) and CF Trustee's share of the Roselle Road Modification Costs shall be equal to 32% ( $80\% \times .6/1.5$ ). The sum of GW Trustee's share of the Roselle Road Modification Costs and CF Trustee's share of the Roselle Road Modification Costs shall always be equal to 80%, provided, however, that CF Trustee's share of the Roselle Road Modification Costs shall never exceed 40%.

31. **Indemnification.** No Owner of any of the servient tenements (or any portion thereof) shall be liable or responsible to any Owner of any of the dominant tenements (or any portion thereof) or to any of the other parties for whose benefit any use, license or Easement is intended or any of such parties' Permittees or to any other person whomsoever for any injury to person or damage to property on or about any Easement or any other portion of any servient tenement unless such injury or damage was caused by or is a result (direct or indirect) of the wilful misconduct or negligence of any such Owner of any servient tenement (or any portion thereof) or such Owner's Permittees. The Owner of any dominant tenement (or any portion thereof) for whose benefit a particular Easement is intended or used, hereby agrees to indemnify, defend and hold harmless any Owner of any servient tenement (or any portion thereof) against any and all cost, damage, loss, claim, expense, injury, fine, penalty, judgment, lien and liability (including reasonable attorneys' fees and court costs) which such servient tenement Owner incurs as a result of any such injury to person or damage to property on or about that particular Easement or any other portion of the servient tenement caused (directly or indirectly) by such dominant tenement Owner's (or such Owner's Permittees), use of any such Easement or license except to the extent caused by or as a result of the wilful misconduct or negligence of any such Owner of any servient tenement (or such Owner's Permittees) or any portion thereof.

32. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes any

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prior or contemporaneous agreements or understandings with respect to the subject matter hereof.

33. **Amendment and Termination.** Except as otherwise provided herein, any or all of the covenants, conditions, agreements, rights, duties, obligations, interests and benefits created hereby or contained herein may only be terminated or amended, in whole or in part, by an instrument executed by each and every Owner of the portions of the Property affected by such termination or amendment and consented to by mortgagees under all mortgages of record encumbering the affected portions of the Property.

34. **Further Assurance.** The parties each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

35. **Survival and Benefit.** All representations, warranties, covenants, conditions, duties, agreements and obligations of the parties shall, notwithstanding any investigation made by any party hereto inure to the benefit of and be binding upon the respective successors-in-title to the RA Parcel, the CF Parcel and the GW Parcel and any portion thereof.

36. **Illegality, Invalidity or Unenforceability.** The illegality, invalidity or unenforceability under law of any covenant, restriction or condition or any other provision of this Agreement shall not impair or affect in any manner the validity, enforceability or effect of the remaining provisions of this Agreement. If any clause, phrase, sentence, condition or other portion of this Agreement shall be or become invalid, null or void for any reason or shall be held by any court of competent jurisdiction to be so, the remaining portions of this Agreement shall remain in full force and effect to be construed as if such invalid, null or void clause, phrase, sentence, condition or other portion had never been herein contained.

37. **No Gift or Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property, including the Ring Road, to the general public or for the general public or for any public purpose whatsoever or for the benefit of any person or entity not either a party hereto or a successor or assign of a party hereto, it being the intention of the parties hereto that this declaration shall be strictly limited to and for the purposes herein expressed.

38. **Governing Law.** The parties hereto acknowledge that this Agreement and all other instruments executed in connection herewith, have been negotiated, executed and delivered in the State of Illinois. This Agreement and said other instruments shall, in all respects, be governed, construed, applied and enforced in accordance with the laws of the State of Illinois, including, without limitation, matters affecting title to all real property described herein.

39. **No Third Party Beneficiary.** This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity, including the public, as a third party beneficiary, under any statutes, laws, codes, ordinances, rules, regulations, orders, decrees or otherwise.

40. **Transfer of Owner's Interest.** If an Owner shall sell, assign, transfer, convey or otherwise dispose of its parcel or any portion thereof (other than as security for a loan to such Owner), then only to the extent of such assignment, transfer, conveyance or

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disposal, and upon notice to all the other Owners, (1) such Owner (but not its respective parcel) shall be entirely freed and relieved of any and all covenants and obligations arising under this Agreement which accrue under this Agreement from and after the date such Owner shall so close the sale, assign, transfer, convey or otherwise dispose of its interest in such parcel or portion thereof (but such Owner shall remain liable for all covenants, obligations and amounts due which have accrued prior to such date); (2) the person or entity who succeeds to such Owner's interest in such parcel or portion thereof shall be deemed to have proportionately assumed all of the covenants, obligations, costs and indemnifications arising under this Agreement of such Owner which accrue under this Agreement from and after the date such Owner shall so close the sale, assign, transfer, convey or otherwise dispose of its interest in such parcel or portions thereof; and (3) such Owner shall deliver a document to the other Owners setting forth the name of such person or entity, address for notices and the portion of the parcel so sold, assigned, transferred conveyed or otherwise disposed of.

#### 41. Interpretation.

(a) The headings and captions herein are inserted for convenient reference only and the same shall not limit or construe the sections to which they apply or otherwise affect the interpretation hereof.

(b) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms shall refer to this Agreement and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this Agreement.

(c) Words of the masculine, feminine or neuter gender shall mean and include the correlative words of other genders, and words importing the singular number shall mean and include the plural number and vice versa.

(d) Words importing persons shall include firms, associations, partnerships (including both general and limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(e) The terms "include", "including" and similar terms shall be construed as if followed by the phrase "without being limited to".

(f) This Agreement and any document or instrument executed pursuant hereto may be executed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(g) Whenever under the terms of this Agreement the time for performance of a covenant or condition or the last day for the giving of notice falls upon a Saturday, Sunday or legal holiday during which businesses are not customarily opened, such time for performance shall be extended to the next business day. All references herein to "days" shall mean business days, i.e., days other than Saturday, Sunday or legal holidays during which businesses are not customarily opened.

(h) All attorneys' fees required or desired to be paid pursuant to the terms of this Agreement shall be reasonable.

42. Environmental Safety.

A. Each Owner hereby covenants and agrees, at all times, not to allow, permit or suffer a Release on any other Owner's Parcel.

B. Each Owner ("Environmental Indemnitor") hereby agrees to indemnify, defend and hold the other Owners and their beneficiaries and the partners of such beneficiaries and their Permittees harmless from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs, personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses (including, without limitation, response and/or remedial costs, attorneys' fees and expenses, consultants' fee and expenses, court costs and other litigation expenses and all other out-of-pocket expenses) suffered or incurred by such Owner(s) or their beneficiaries or the partners of such beneficiaries or other Permittees, arising out of, with respect to or based upon any (i) matter, condition, state, act or Claim (by whomsoever asserted and whether founded upon statutory, regulatory, common or equitable laws, rules or principles) involving Hazardous Materials, a Release or the Environmental Laws caused as a result of any action by the applicable Environmental Indemnitor; (ii) Hazardous Materials stored, treated or used by the applicable Environmental Indemnitor; and (iii) non-compliance with any Environment Laws by the applicable Environmental Indemnitor.

C. (i) The term "Hazardous Materials" shall mean any hazardous substance, pollutant, or contaminant regulated under the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9601 et seq. ("CERCLA"); oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable for fuel; pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act, as amended, 7 U.S.C. § 136 et seq. ("FIFRA"); asbestos, PCB's, and other substances regulated under the Toxic Substances Control Act, as amended, 15 U.S.C. § 2601 et seq. ("TSCA"); chemicals subject to the Occupational Safety and Health Hazard Communication, 29 C.F.R. § 1910.1200, as amended; source material, special nuclear material; byproduct materials, and any other radioactive materials or radioactive wastes, however produced regulated under the Atomic Energy Act, as amended, 42 U.S.C. § 2011 et seq. or the Nuclear Waste Policy Act of 1982, as amended, 42 U.S.C. § 10101 et seq.; industrial process and pollution control wastes whether or not hazardous within the meaning of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901 et seq. ("RCRA"); and any other hazardous substance, pollutant or contaminant regulated under any other Environmental Law.

(ii) The term "Release" or "Released" shall mean any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting,

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escaping, leaching, presence, dumping, migration from adjacent property, or disposing of Hazardous Materials into the environment, as "environment" is defined in CERCLA.

(iii) The term "Environmental Laws" shall mean the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Clean Water Act, 33 U.S.C. § 1251 et seq., and the Water Quality Act of 1987; FIFRA; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. § 1401 et seq.; the National Environmental Policy Act, 42 U.S.C. § 4321 et seq.; the Noise Control Act, 42 U.S.C. § 4901 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; RCRA, as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; CERCLA, as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-to-Know Act, and Radon Gas and Indoor Air Quality Research Act; TSCA; the Atomic Energy Act, 42 U.S.C. § 2011 et seq., and the Nuclear Waste Policy Act of 1982, 42 U.S.C. § 2011 et seq., all as may be amended, with implementing regulations and guidelines. Environmental Laws shall also include all state, regional, county, municipal, and other local laws, regulations, and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Hazardous Materials.

(iv) "Claim" shall mean any demand, cause of action, proceeding, or suit for damages (actual or punitive), injuries to person or property, damages to natural resources, fines, penalties, interest, losses, or the costs of site investigations, feasibility studies, information requests, health assessments, contribution, settlement, actions to correct, remove, remediate, respond to, clean up, prevent, mitigate, monitor, evaluate, assess, or abate the Release of a Hazardous Material, or enforcing insurance, contribution, or indemnification agreements.

43. **Estoppel Certificates.** Each Owner shall, at any time and from time to time, but not more frequently than four (4) times per calendar year, within twenty (20) days after written request from any other Owner, execute and deliver to such Owner or any prospective mortgagee or prospective purchaser an estoppel certificate, in form reasonably satisfactory to such party or its mortgagee or prospective mortgagee or purchaser certifying and stating as follows: (i) to the best of his knowledge, no defaults by any party exist under this Agreement (or if defaults exist, specifying the nature of the same); (ii) this Agreement has not been modified or amended (or if modified or amended, setting forth such modifications or amendments); (iii) this Agreement as so modified or amended is in full force and effect (or if not in full force and effect, the reasons therefor); (iv) the party has no offsets or defenses to its performance of the

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terms and provisions of this Agreement, or if there are any such defenses or offsets, specifying the same.

44. **CF Parcel Improvements.** RA Trustee has entered into this Agreement with the understanding (and based upon CF Trustee's representations) that the CF Parcel will be improved with a 207 room hotel which will be either a Ramada Inn, Holiday Inn, Radisson or other "prominent" national franchised hotel containing those facilities as approved in Village Ordinance No. 3150 and operated and constructed in accordance with the standards, franchise/license agreements and related documentation of such franchisor. If the improvements on the CF Parcel are not affiliated with Ramada Inn, Holiday Inn, Radisson or other "prominent" national franchised hotel, reasonably acceptable to RA Trustee and do not contain facilities better than or comparable to those approved in Village Ordinance No. 3150, then such event shall be considered a default under this Agreement and RA Trustee shall have the rights and remedies of a Creditor Owner, as set forth in Section 9 of this Agreement.

45. **Final Configuration of Ring Road.** The parties acknowledge that the Survey reflects the places where the parties presently intend to locate the Ring Road and shall be binding on the parties in that regard, however, upon completion of the construction of the Ring Road, if at all, the parties shall, at their joint expense, record a plat or amendment to this Agreement with the Office of the Recorder of Deeds of Cook County, Illinois, which plat or amendment shall supersede the Survey and which shall be determinative of the final location and configuration of the Ring Road.

46. **Utility Easements.**

A. **Construction of GW Utility Lines.**

- (i) All costs of constructing and installing the GW Utility Lines, including the Engineer's fees and the costs of obtaining permits, if any, shall be borne by GW Trustee.
- (ii) The party who is responsible for contracting for the construction of the Uncompleted Portion of the Ring Road, as hereinbefore provided, shall be responsible for contracting for the construction and installation of the GW Utility Lines.
- (iii) Not later than the first to occur of the Phase II Commencement Date or the Hotel Commencement Date, GW Beneficiary shall promptly notify RA Beneficiary and CF Beneficiary of the location in the Designated Water Line Area where GW Beneficiary wants the Designated Water Line to tap into the water line to be constructed along the eastern boundary of the RA Parcel. Such location shall be approved by the Engineer and RA Beneficiary.
- (iv) The construction and installation of the GW Utility Lines shall be in accordance with the plans and specifications therefor as determined by the Engineer from time to time (and as approved by RA Beneficiary and

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GW Beneficiary) and in a safe and sound condition in accordance with all applicable federal, state, county and municipal laws, rules, regulations and ordinances including, without limitation, those of the Village. The GW Utility Lines shall be constructed and installed in a timely, diligent, expeditious manner and with first quality materials in a good and workman-like manner and shall be completely installed, constructed and ready for tap-on by the earlier to occur of the Phase II Completion Date, the GW Parcel Improvements Completion Date or the Hotel Completion Date, but in any event, complying with the provisions of Section 46(A)(v)(b). The Beneficiaries shall agree on the contractors and subcontractors to construct and install the GW Utility Lines and the contract therefor if they have not already done so. If the parties cannot agree on any matter, the decision of RA Beneficiary shall be determinative. Prior to the commencement of construction and installation of the GW Utility Lines and as a condition precedent therefor, within twenty (20) days after request therefor by RA Beneficiary or CF Beneficiary, GW Trustee shall deposit with the Escrowee into a construction escrow, all costs (plus a contingency allowance of 5% of such share) necessary to construct and install the GW Utility Lines. The monies in the construction escrow shall be placed in a federally insured, interest-bearing account with the interest accruing to the benefit of the GW Trustee. RA Beneficiary shall be the signatory to such construction escrow on behalf of the parties hereto and RA Beneficiary and Escrowee shall agree on the form thereof. The initial deposit by GW Trustee of all such costs (plus a contingency allowance of 5% of such share) into the construction escrow within the time period provided therefor shall be a condition precedent to the obligation to construct and install the GW Utility Lines and the failure of such condition precedent shall terminate the obligation to construct and install the GW Utility Lines. The construction escrow shall be used to pay for the cost of constructing and installing the GW Utility Lines. If the costs of constructing and installing any portion or part of the GW Utility Lines are more than the amount which GW Trustee has deposited into the construction escrow, then RA Beneficiary shall so notify GW Trustee and GW Trustee shall deposit such deficiency into the construction escrow within ten (10) days after request therefor. Upon completion and installation of the GW Utility Lines, any amounts deposited into such construction escrow by GW Trustee and remaining in such construction escrow, together with any interest which has accrued to the benefit of GW Trustee shall

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be promptly refunded to GW Trustee. RA Beneficiary shall promptly and timely pay all amounts due to the contractors or subcontractors performing the work through the construction escrow and neither RA Trustee, CF Trustee nor GW Trustee shall permit any mechanics' or materialmen's liens to attach to the Property or any portion thereof. Construction and delivery vehicle access shall be limited and governed in accordance with Section 6 of this Agreement. Subject to the terms of this Agreement, a temporary license for access, ingress and egress over, under, across, in and upon those portions of the GW Parcel and the RA Parcel as are necessary for the performance of the work under this Section 46(A)(iv) is hereby declared, created and reserved by GW Trustee and RA Trustee for the benefit of CF Trustee or RA Trustee, as the case may be, the contractor and any subcontractors for the purpose of constructing and installing the GW Utility Lines. This license shall be automatically revoked upon the completion of construction and installation of the GW Utility Lines.

- (v)
- (a) The costs of installing and constructing the GW Utility Lines (including an allocable share of the contractor's overhead and profit, which overhead and profit shall not exceed eight percent (8%) of the cost of construction), the costs of obtaining permits and the Engineer's fees (if any) shall be determined from time to time by the Engineer based on a unit pricing method.
- (b) The party responsible (as determined pursuant to this Section 46) for the construction and installation of the GW Utility Lines shall coordinate and time the construction and installation of the GW Utility Lines so that (i) such construction and installation does not interfere with or impede any other construction occurring on the Property and (ii) the GW Utility Lines are constructed and installed (in accordance with the standards set forth in this Section 46) prior to the commencement of construction of those portions of the Ring Road, the Phase II Improvements and the portion of the parking lot on the Phase II Parcel under which such GW Utility Lines lie, that is, so no such improvements, grading or paving is damaged, destroyed or interfered with in any way as a result of the construction of the GW Utility Lines. The parties shall fully cooperate with each other to accomplish the foregoing provisions of this Section 46(A)(v)(b).
- (c) If it is necessary (as determined by the Engineer or the Village) to oversize any GW Utility Lines,



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Valve Vault I or any other water or storm sewer lines located on the RA Parcel in order to service the GW Parcel, then the cost of such oversizing (including the Engineer's fees and permit costs) shall be borne by GW Trustee.

(d) Any water lines on the GW Parcel shall be metered at the appropriate places at each building (when constructed) as required by the Village so that the usage attributable to the GW Parcel can be determined and proportionately allocated by reference to such meters.

B. Stub from Valve Vault I. If it is determined by GW Trustee that it is necessary for the GW Trustee to tie into the existing 12" water main stub extending from Valve Vault I in order to establish a looped water main system on the GW Parcel, then GW Trustee shall have the right to tie onto said water main stub. GW Beneficiary shall give RA Beneficiary prior notice that it is going to tie onto said stub and the estimated time for the construction thereof. Such tie-in shall be done in a timely, diligent, lien-free manner, in accordance with the plans and specifications therefor as determined by the Village and the Engineer and in a safe and sound condition in accordance with all applicable federal, state, county and municipal laws, rules, regulations and ordinances, including those of the Village. GW Trustee, its contractor and subcontractor are hereby granted a temporary license by RA Trustee for access, ingress and egress over, under, across, in and upon those portions of the RA parcel as are necessary for the construction of the tie-in onto said stub. This license shall be automatically revoked upon the completion of construction of such tie-in. GW Trustee hereby indemnifies, defends and holds harmless, RA Trustee, RA Beneficiary and RA Beneficiary's shareholders, directors, officers and partners from and against any and all loss, cost, claim, damage, expense, injury, liability, lien, fine, penalty and judgment (including, without limitation, attorneys' fees and court costs) incurred or suffered by or filed against RA Trustee, RA Beneficiary, RA Beneficiary's shareholders, directors, officers or partners or the RA Parcel or the Ring Road and arising from, incurred in connection with, attributable or related to the construction of the tie-in onto said stub, including, without limitation, injury to persons or damage to property.

C. Grant of Utility Easements. Subject to the terms and provisions of this Agreement and from and after the completion of the construction and installation of the GW Utility Lines, RA Trustee does hereby declare, grant, bargain, sell and convey unto GW Trustee and unto all other present and future owners of the GW Parcel and any portion thereof a non-exclusive easement on that ten (10) foot wide area under, over, upon and across those portions of the RA Parcel under which GW Utility Lines (and the other storm sewer lines and water lines on the RA Parcel to which the GW Utility Lines or Valve Vault I tie-in) are located for (i) the purpose of using the GW Utility Lines (and the other storm sewer lines and water lines on the RA Parcel to which the GW Utility Lines or Valve Vault I tie-in) and for (ii) the purpose of repairing and maintaining the GW Utility Lines (and the other storm sewer lines and water lines on the RA Parcel to which the GW Utility Lines or Valve Vault I tie-in) only if RA Trustee does not do so, as further provided in Section 46(D); **TO HAVE AND TO HOLD** said easement, together with all and singular the rights, privileges and appurtenances thereto in anywise belonging, unto

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GW Trustee and its successors-in-title, upon and subject to the conditions that GW Trustee:

- (i) Except to the extent required in connection with the exercise and use of the rights and privileges herein granted, will not create a nuisance or do any act which will or may be detrimental to the RA Parcel or any portion thereof, any of the GW Utility Lines (or to any water or storm sewer lines on the RA Parcel to which the GW Utility Lines or Valve Vault I tie-in) or Valve Vault I or to the property and improvements located on the RA Parcel or any portion thereof; and
- (ii) Will indemnify, defend and hold harmless RA Trustee, RA Beneficiary and RA Beneficiary's shareholders, directors, officers and partners from and against any and all liens, losses, claims, damages, expenses, injuries, costs, fines, penalties, judgments and liabilities (including, without limitation, attorneys' fees and court costs) incurred or suffered by or filed against RA Trustee, RA Beneficiary, RA Beneficiary's shareholders, directors, officers or partners or the RA Parcel for injury or damage to persons or property caused by, arising from, incurred in connection with, attributable or related to the use of the GW Utility Lines (or to any water or storm sewer lines on the RA Parcel to which the GW Utility Lines or Valve Vault I tie-in, or Valve Vault I by GW Trustee or its Permittees.

D. **Maintenance.** RA Trustee, through the Manager, shall be responsible for maintaining and repairing the GW Utility Lines and Valve Vault I and for repairing and maintaining any other sanitary sewer, storm sewer and water lines located on the RA Parcel. The GW Utility Lines shall be maintained in a safe and sound condition in accordance with all applicable federal, state, county and municipal laws, rules, regulations and ordinances. The costs of maintaining and repairing that portion of the GW Utility Lines located on the GW Parcel shall be borne entirely by the GW Trustee. The costs of maintaining and repairing that portion of the GW Utility Lines (and the other storm sewer lines and water lines to which the GW Utility Lines or Valve Vault I tie-in) located on the RA Parcel and Valve Vault I shall be allocated between RA Trustee and GW Trustee based on each parties' proportionate usage of each of the GW Utility Lines (and the other storm sewer lines and water lines to which the GW Utility Lines or Valve Vault I tie-in) located on the RA Parcel, as determined by reference to the appropriate water meters in the case of Water Line I, the Designated Water Line and the water line which ties into Valve Vault I, and in the case of Storm Sewer Line I, in the ratio that the gross square footage of each party's parcel bears to the total gross square footage of both of the RA Parcel and the GW Parcel. Notwithstanding the foregoing, if and at the time when the real property immediately east of the CF Parcel and the GW Parcel legally described as "Lot 77 in Woodfield Business Center Two-West, being a subdivision of part of the North East Quarter of Section 10, Township 41 North, Range 10 East of the Third Principal Meridian in Cook County, Illinois" is improved and the water lines located on said parcel are tied into any one of the water lines serving

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any portion of the Property, then, at such time, each party shall be responsible for maintaining and repairing the water lines located on its parcel and the costs of such maintenance and repair shall be borne by the party on whose parcel such water lines are located (except as set forth in the immediately succeeding sentence). Provided, however, that if any repair or maintenance to any GW Utility Line (and the other storm sewer lines and water lines to which the GW Utility Lines or Valve Vault I tie-in) or Valve Vault I is necessitated (in whole or in part) because of the negligence, wilful or wanton misconduct, acts or or misuse of such GW Utility Lines (and the other storm sewer lines and water lines to which the GW Utility Lines or Valve Vault I tie-in) or Valve Vault I by one party, then that party shall be solely responsible for the costs of repair and maintenance. Costs of repair and maintenance shall include, without limitation, restoration of the surface of the easement granted by Section 46(C) to an as-found condition and any costs of professionals or consultants. From time to time, as and when the costs of such maintenance and repair are incurred, RA Trustee (or the Manager) shall send invoices to GW Trustee for its proportionate share of such costs (as determined aforesaid) along with all documentation supporting such invoices, including proof of the cost thereof and the percentage of such cost allocated to each party. Such amounts shall be due within ten (10) days after receipt of such invoice. If RA Trustee shall fail to perform any necessary maintenance, cleaning, repair or replacement of any GW Utility Line (or any other storm sewer lines and water lines to which the GW Utility Lines or Valve Vault I tie-in) or Valve Vault I within a reasonable amount of time (given the extent and nature of the maintenance, cleaning, repair or replacement and the needs of GW Trustee) after a request (if not an emergency) therefor by GW Trustee, then GW Trustee shall have the right to perform such items of maintenance, cleaning, repair or replacement itself and the costs thereof shall be allocated as set forth above in this Section.

E. Other Rights. The easement granted in Section 46(C) is not exclusive, and RA Trustee hereby reserves unto itself, its grantees, and successors-in-title the right to utilize said easement for such purposes as do not unreasonably interfere with the easement and other rights granted in Section 46(C), including, but not limited to, RA Trustee's and its successors-in-title's right to tie into and utilize the GW Utility Lines, provided that such tie-in is done at RA Trustee's sole cost and expense; any use of such GW Utility Line by RA Trustee is separately metered, if necessary; and such tie-in does not adversely interfere with GW Trustee's use and enjoyment of the easement granted in Section 46(C). RA Trustee shall have the right to dedicate a public right-of-way over the GW Utility Lines and to grant such other easements, rights or privileges to such persons and for such purposes as RA Trustee in its discretion may select, so long as such purposes do not adversely interfere with the easement and other rights granted herein to GW Trustee. Notwithstanding anything to the contrary contained herein, RA Trustee hereby reserves the right for itself and for its successors-in-title, to relocate the GW Utility Lines and attendant easements at its sole expense, at any time, in any manner and at any location on the RA Parcel so long as the use enjoyed by GW Trustee at the time of any such relocation remains undisturbed, the new GW Utility Lines are connected prior to the abandonment of the old GW Utility Lines and provided that the relocated GW Utility Line is of the same (or better) design, type, size and quality as the existing one. Further, the timing of such relocation shall be scheduled so as to minimize any adverse affect upon GW Trustee.

47. Construction of Utility Lines. If the GW Parcel Commencement Date is prior to the first to occur of the Hotel Commencement Date and the Phase II

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Commencement Date, then not less than forty-five (45) days prior to the GW Parcel Commencement Date, GW Beneficiary shall notify RA Beneficiary of the GW Parcel Commencement Date, and RA Trustee shall, at that time, be obligated to construct and install the utility lines in accordance with the provisions of Section 46 of this Agreement and Section 6(B)(1) of the Utility Agreement.

48. **Maintenance By and Easement to Village.** If the Village condemns (by eminent domain) or requests to maintain the Ring Road after the construction and completion thereof and assumes the maintenance and repair thereof, the parties agree to amend this Agreement accordingly (as is necessary to conform to the original intent hereof) and will cooperate with each other to accomplish the terms of this Agreement, taking into account the Village's assumption of such maintenance and repair. The Owners hereby grant an easement to the Village across such portions of the Property as are necessary for the passage of fire, police and other emergency vehicles, personnel and equipment.

49. **Miscellaneous.** Upon the completion of construction of the Uncompleted Portion of the Ring Road, access to the CF Parcel Ring Road and GW Parcel Ring Road shall be blocked-off in a manner acceptable to RA Trustee until construction of the improvements on the CF Parcel or the GW Parcel begins or as CF Trustee or GW Trustee reasonably request by prior notice, from time to time.

50. **Trustee Exculpation.**

A. This Agreement is executed by LaSalle National Bank, not personally or individually, but as Trustee as aforesaid in the exercise of the power and authority to execute this Agreement (and said Trustee hereby represents that it has the power and authority to execute this Agreement). It is expressly understood and agreed by every person, firm or corporation hereafter claiming any interest under this Agreement that LaSalle National Bank has executed this Agreement for the sole purpose of subjecting the title holding interest and the trust estate under said Trust No. 110235 to the terms of this Agreement, and that all of the terms, provisions, stipulations, covenants and conditions to be performed by LaSalle National Bank hereunder are undertaken by it solely as Trustee, as aforesaid, and not individually or personally, 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 Agreement (except the aforesaid representation as to its power and authority to execute this Agreement).

B. This Agreement is executed by Boulevard National Association, not personally or individually, but as Trustee as aforesaid in the exercise of the power and authority to execute this Agreement (and said Trustee hereby represents that it has the power and authority to execute this Agreement). It is expressly understood and agreed by every person, firm or corporation hereafter claiming any interest under this Agreement that Boulevard Bank National Association has executed this Agreement for the sole purpose of subjecting the title holding interest and the trust estate under said Trust No. 6846 to the terms of this Agreement, and that all of the terms, provisions, stipulations, covenants and conditions to be performed by Boulevard Bank National Association hereunder are undertaken by it solely as Trustee, as aforesaid, and not individually or personally, and no personal liability shall be asserted or be enforceable against Boulevard Bank National Association by reason of any of the terms, provisions, stipulations, covenants and/or statements contained

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in this Agreement (except the aforesaid representation as to its power and authority to executed this Agreement).

C. This Agreement is executed by Chicago Title and Trust Company, not personally or individually, but as Trustee as aforesaid in the exercise of the power and authority to execute this Agreement (and said Trustee hereby represents that it has the power and authority to execute this Agreement). It is expressly understood and agreed by every person, firm or corporation hereafter claiming any interest under this Agreement that Chicago Title and Trust Company has executed this Agreement for the sole purpose of subjecting the title holding interest and the trust estate under said Trust No. 1092617 to the terms of this Agreement, and that all of the terms, provisions, stipulations, covenants and conditions to be performed by Chicago Title and Trust Company hereunder are undertaken by it solely as Trustee, as aforesaid, and not individually or personally, and no personal liability shall be asserted or enforceable against Chicago Title and Trust Company by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this Agreement (except the aforesaid representation as to its power and authority to execute this Agreement).

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**RA TRUSTEE:**

LASALLE NATIONAL BANK, as Trustee under Trust No. 110235, as aforesaid and not individually

By: [Signature]  
Its: \_\_\_\_\_

**ATTEST:**

By: [Signature]  
Its: \_\_\_\_\_

**GW TRUSTEE:**

BOULEVARD BANK NATIONAL ASSOCIATION, as Trustee under Trust No. 6846, as aforesaid and not individually

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**CF TRUSTEE:**

CHICAGO TITLE AND TRUST COMPANY, as Trustee under Trust No. 1092617, as aforesaid and not individually

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**RA TRUSTEE:**

LASALLE NATIONAL BANK, as Trustee under Trust No. 110235, as aforesaid and not individually

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**GW TRUSTEE:**

BOULEVARD BANK NATIONAL ASSOCIATION, as Trustee under Trust No. 6846, as aforesaid and not individually

By: \_\_\_\_\_  
Its: **ASST. VICE PRESIDENT**

**ATTEST:**

By: \_\_\_\_\_  
Its: **ASST. TRUST OFFICER**

**CF TRUSTEE:**

CHICAGO TITLE AND TRUST COMPANY, as Trustee under Trust No. 1092617, as aforesaid and not individually

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**RA TRUSTEE:**

LASALLE NATIONAL BANK, as Trustee under Trust No. 110235, as aforesaid and not individually

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**GW TRUSTEE:**

BOULEVARD BANK NATIONAL ASSOCIATION, as Trustee under Trust No. 6846, as aforesaid and not individually

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**CF TRUSTEE:**

CHICAGO TITLE AND TRUST COMPANY, as Trustee under Trust No. 1092617, as aforesaid and not individually

By: Thomas J. ...  
Its: VIC PRES ...

**ATTEST:**

By: [Signature]  
Its: ASST SECRETARY



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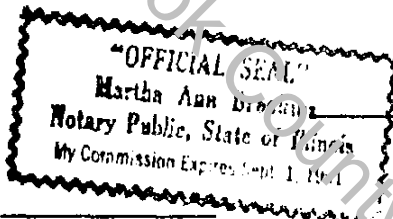
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STATE OF Illinois  
COUNTY OF Cook

SS.

I, Martha A. Brooks a Notary Public in and for the County and State aforesaid DO HEREBY CERTIFY THAT Carlene Lee and Rosemary Collins, the Assistant Secretary and Secretary of LaSalle National Bank, as Trustee as aforesaid, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary appeared before me this day in person and acknowledged, signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of said bank as Trustee, and the said Carlene Lee acknowledged that Carlene Lee, as custodian of the corporate seal of said bank, did affix said corporate seal to said instrument as her own free and voluntary act and as the free and voluntary act of said bank as Trustee aforesaid and the said Carlene Lee acknowledged that Shu, as custodian of the corporate seal of said bank, did affix said corporate seal to said instrument as her own free and voluntary act and as the free and voluntary act of said bank as Trustee for their uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of June, 1989.



Martha Ann Brooks  
Notary Public

My Commission Expires: \_\_\_\_\_

Cook County Clerk's Office





STATE OF ILLINOIS, }  
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal

Date JUN 29 1989

"OFFICIAL SEAL"  
Aida Di Mayo  
Notary Public, State of Illinois  
My Commission Expires 5/10/90

*Aida Di Mayo*  
Notary Public

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## CONSENT AND SUBORDINATION BY MORTGAGEE

The undersigned, Bank of Montreal, Chicago Branch, as Mortgagee under that certain Construction Mortgage and Security Agreement with Assignment of Rents, dated March 31, 1988 and recorded in the office of the Cook County, Illinois Recorder of Deeds on April 15, 1988, as Document Number 88157212, does hereby consent to the within and foregoing instrument and further acknowledges that its rights, title and interest as said mortgagee in and to any portion of the Property is hereby subject and subordinate to the rights, title and interest therein of the parties to this instrument and their respective successors and assigns.

**BANK OF MONTREAL, CHICAGO  
BRANCH**

By: \_\_\_\_\_

(ts: ACCOUNT MANAGER)

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## CONSENT AND SUBORDINATION BY MORTGAGEE

The undersigned, First National Bank of Mount Prospect, a national banking association, as Mortgagee under that certain Mortgage dated June 29, 1989 (the "Mortgage") and recorded in the office of the Cook County, Recorder of Deeds on June 30, 1989, as Document Number 89299089, does hereby consent to the within and foregoing instrument and further acknowledges that its rights, title and interest as said mortgagee in and to any portion of the Property is hereby subject and subordinate to the rights, title and interest therein of the parties to this instrument and their respective successors and assigns.

FIRST NATIONAL BANK OF MOUNT  
PROSPECT, a national banking  
association

By:

Michael F. Lucia  
Its: Vice President

Property of Cook County Clerk's Office

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## EXHIBIT A

### RA PARCEL LEGAL DESCRIPTION

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY ACCORDING TO THE INSTRUMENT RECORDED AS DOCUMENT NO. 17364156 ON OCTOBER 31, 1958 AND LYING EAST OF THE EAST RIGHT OF WAY LINE OF ROSELLE ROAD, SAID EAST RIGHT OF WAY LINE BEING A LINE 135.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10 EXCEPTING THEREFROM THAT PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF ROSELLE ROAD. (SAID EAST RIGHT OF WAY LINE BEING 135 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 10) AND THE SOUTHWESTERLY LINE OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY, ACCORDING TO THE INSTRUMENT RECORDED AS DOCUMENT NO. 17364156 ON OCTOBER 31, 1958, THENCE S 81° 04' 18" E ALONG SAID SOUTHWESTERLY LINE OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY A DISTANCE OF 500.00 FEET; THENCE S 78° 34' 01" W 437.71 FEET; THENCE S 7° 39' 04" W 490.00 FEET TO A POINT ON SAID EAST RIGHT OF WAY LINE OF ROSELLE ROAD; THENCE N 0° 01' 41" E ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 650.00 FEET TO THE PLACE OF BEGINNING; ALSO EXCEPTING THEREFROM THE EAST 459.97 FEET (AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 10) OF THE ABOVE DESCRIBED LAND IN COOK COUNTY, ILLINOIS.

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## EXHIBIT B

### CF PARCEL LEGAL DESCRIPTION

THAT PART LYING NORTHERLY OF A LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE THEREOF, FROM A POINT WHICH IS 352.00 FEET SOUTHERLY OF THE NORTHEAST CORNER, OF THE EAST 459.97 FEET (AS MEASURED AT RIGHT ANGLES TO SAID EAST LINE) OF THE FOLLOWING DESCRIBED TRACT OF LAND: THAT PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY ACCORDING TO THE INSTRUMENT RECORDED AS DOCUMENT NO. 17364156 ON OCTOBER 31, 1958, IN COOK COUNTY, ILLINOIS.

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## EXHIBIT C

### GW PARCEL LEGAL DESCRIPTION

THAT PART LYING SOUTHERLY OF A LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE THEREOF, FROM A POINT WHICH IS 352.00 FEET SOUTHERLY OF THE NORTHEAST CORNER, OF THE EAST 459.97 FEET (AS MEASURED AT RIGHT ANGLES TO SAID EAST LINE) OF THE FOLLOWING DESCRIBED TRACT OF LAND: THAT PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY ACCORDING TO THE INSTRUMENT RECORDED AS DOCUMENT NO. 17364156 ON OCTOBER 31, 1958, IN COOK COUNTY, ILLINOIS.

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EXHIBIT D

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EXHIBIT E

RING ROAD AND RING ROAD SECTORS LEGAL DESCRIPTIONS

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LEGAL DESCRIPTION OF SURVIVAL EASEMENT 0

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF ROSELLE ROAD, (SAID EAST RIGHT OF WAY LINE BEING 135 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10) AND THE SOUTH LINE OF THE AFORE SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10; THENCE N 00° 01' 41" E ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 283.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 00° 01' 41" E ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 55.18 FEET; THENCE NORTHEASTERLY ALONG A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 244.50 FEET, AN ARC DISTANCE OF 75.08 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 74.79 FEET AND A BEARING OF N 59° 37' 08" E; THENCE N 50° 49' 17" E 71.12 FEET; THENCE S 39° 10' 43" E 415.80 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 9.00 FEET, AN ARC DISTANCE OF 9.97 FEET TO A POINT OF COMPOUND CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 9.47 FEET, AND A BEARING OF S 70° 54' 46" E; THENCE EASTERLY ALONG A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 774.00 FEET, AN ARC DISTANCE OF 146.46 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 146.24 FEET AND A BEARING OF N 71° 55' 56" E; THENCE EASTERLY ALONG A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 201.00 FEET, AN ARC DISTANCE OF 82.44 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 81.87 FEET AND A BEARING OF N 78° 15' 42" E; THENCE S 89° 12' 17" E 44.31 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 85.00 FEET, AN ARC DISTANCE OF 133.50 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 120.20 FEET, AND A BEARING OF N 45° 01' 03" E; THENCE N 00° 01' 23" E 440.31 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY AND WESTERLY ALONG A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 90.00 FEET, AN ARC DISTANCE OF 202.95 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 162.60 FEET, AND A BEARING OF N 64° 34' 40" W; THENCE S 50° 49' 17" W 513.17 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 35.00 FEET, AN ARC DISTANCE OF 10.20 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 10.16 FEET, AND A BEARING OF S 42° 28' 32" W; THENCE S 34° 07' 47" W 24.55 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 35.00 FEET, AN ARC DISTANCE OF 10.04 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 10.04 FEET, AND A BEARING OF S 42° 20' 46" W; THENCE SOUTHERLY ALONG A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 20.00 FEET, AN ARC DISTANCE OF 31.33 FEET TO A POINT OF CUSP, THE CHORD OF SAID ARC HAVING A LENGTH OF 28.22 FEET AND A BEARING OF S 05° 41' 31" W; THENCE N 39° 10' 43" W 72.00 FEET; THENCE N 50° 49' 17" E 15.00 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 5.00 FEET, AN ARC DISTANCE OF 3.98 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 3.87 FEET, AND A BEARING OF N 73° 36' 28" E; THENCE EASTERLY ALONG A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 19.88 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 19.36 FEET AND A BEARING OF N 73° 36' 28" E; THENCE N 50° 49' 17" E 524.57 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 134.10 FEET, AN ARC DISTANCE OF 127.46 FEET TO A POINT OF

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COMPOUND CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 122.74 FEET, AND A BEARING OF N 78° 03' 19" E; THENCE SOUTHEASTERLY ALONG A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 115.00 FEET, AN ARC DISTANCE OF 150.00 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 139.59 FEET AND A BEARING OF S 77° 20' 38" E; THENCE S 00° 01' 25" W 440.31 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 110.00 FEET, AN ARC DISTANCE OF 125.00 FEET TO A POINT OF COMPOUND CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 119.38 FEET, AND A BEARING OF S 32° 34' 39" W; THENCE WESTERLY ALONG A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 120.78 FEET, AN ARC DISTANCE OF 52.45 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 52.03 FEET AND A BEARING OF S 77° 34' 17" W; THENCE N 89° 59' 17" W 39.78 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 175.00 FEET, AN ARC DISTANCE OF 71.78 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 71.28 FEET, AND A BEARING OF S 78° 15' 12" W; THENCE WESTERLY ALONG A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 800.00 FEET, AN ARC DISTANCE OF 151.38 FEET TO A POINT OF COMPOUND CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 151.15 FEET AND A BEARING OF S 71° 55' 56" W; THENCE WESTERLY ALONG A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 35.00 FEET, AN ARC DISTANCE OF 38.77 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 36.82 FEET AND A BEARING OF N 70° 54' 46" W; THENCE N 39° 10' 43" W 343.80 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 20.00 FEET, AN ARC DISTANCE OF 31.42 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 28.28 FEET, AND A BEARING OF N 84° 10' 43" W; THENCE S 50° 49' 17" W 25.12 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 296.50 FEET, AN ARC DISTANCE OF 111.39 FEET TO THE PLACE OF BEGINNING, THE CHORD OF SAID ARC HAVING A LENGTH OF 110.74 FEET, AND A BEARING OF S 61° 35' 03" W IN COOK COUNTY, ILLINOIS.

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## LEGAL DESCRIPTION OF SECTION 6

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF ROSELLE ROAD, (SAID EAST RIGHT OF WAY LINE BEING 175 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10) AND THE SOUTH LINE OF THE AFORE SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10; THENCE N 00° 01' 41" E ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 339.00 FEET; THENCE NORTHEASTERLY ALONG A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 244.50 FEET, AN ARC DISTANCE OF 75.08 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 74.79 FEET AND A BEARING OF N 59° 37' 08" E; THENCE N 50° 49' 17" E 85.12 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 5.00 FEET AN ARC DISTANCE OF 3.98 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 3.87 FEET, AND A BEARING OF N 73° 36' 28" E; THENCE EASTERLY ALONG A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 19.88 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 19.36 FEET AND A BEARING OF N 73° 36' 28" E; THENCE N 50° 49' 17" E 300.07 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 50° 49' 17" E 224.50 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 134.10 FEET, AN ARC DISTANCE OF 127.48 FEET TO A POINT OF COMPOUND CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 122.74 FEET, AND A BEARING OF N 78° 03' 19" E; THENCE SOUTHEASTERLY ALONG A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 115.00 FEET, AN ARC DISTANCE OF 65.01 FEET, THE CHORD OF SAID ARC HAVING A LENGTH OF 64.15 FEET AND A BEARING OF S 58° 30' 54" E; THENCE S 00° 01' 33" W ALONG A LINE WHICH IS 459.97 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10 A DISTANCE OF 47.88 FEET; THENCE NORTHWESTERLY AND WESTERLY ALONG CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 90.00 FEET, AN ARC DISTANCE OF 172.81 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 147.46 FEET AND A BEARING OF N 74° 10' 19" W; THENCE S 50° 49' 17" W 240.04 FEET; THENCE N 39° 10' 43" W 32.00 FEET TO THE PLACE OF BEGINNING; IN COOK COUNTY, ILLINOIS.

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## LEGAL DESCRIPTION OF SECTION 10

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS; COMMENCING AT THE INTERSECTION OF A LINE WHICH IS 457.22 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, AND THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10; THENCE N 00° 01' 23" W ALONG SAID PARALLEL LINE A DISTANCE OF 443.30 FEET; THENCE S 89° 58' 37" E 5.00 FEET TO THE POINT OF BEGINNING; THENCE N 00° 01' 23" E 172.65 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 30.14 FEET, THE CHORD OF SAID ARC HAVING A LENGTH OF 30.00 FEET, AND A BEARING OF N 09° 34' 16" W; THENCE N 00° 01' 23" E ALONG SAID PARALLEL LINE A DISTANCE OF 47.88 FEET; THENCE SOUTHERLY ALONG A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 115.00 FEET, AN ARC DISTANCE OF 84.97 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 83.07 FEET AND A BEARING OF S 21° 05' 54" E; THENCE S 00° 01' 21" W 172.65 FEET; THENCE N 89° 58' 37" W 25.00 FEET TO THE PLACE OF BEGINNING; IN COOK COUNTY, ILLINOIS.

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## LEGAL DESCRIPTION OF LOT 1

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF A LINE WHICH IS 452.97 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, AND THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10; THENCE N 00° 01' 23" E ALONG SAID PARALLEL LINE A DISTANCE OF 120.13 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 00° 01' 23" E ALONG SAID PARALLEL LINE A DISTANCE OF 46.73 FEET; THENCE NORTHERLY ALONG A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 27.30 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 29.15 FEET, AND A BEARING OF N 09° 53' 53" E; THENCE N 00° 01' 23" E 267.66 FEET; THENCE S 99° 58' 37" E 25.00 FEET; THENCE S 00° 01' 23" W 267.66 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 110.00 FEET, AN ARC DISTANCE OF 83.21 FEET TO THE PLACE OF BEGINNING, THE CHORD OF SAID ARC HAVING A LENGTH OF 81.24 FEET, AND A BEARING OF S 21° 01' 38" W; IN COOK COUNTY, ILLINOIS.

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## LEGAL DESCRIPTION OF SECTION 10

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF A LINE WHICH IS 459.97 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, AND THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10; THENCE N 0° 01' 23" E ALONG SAID PARALLEL LINE A DISTANCE OF 120.13 FEET TO THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 110.00 FEET, AN ARC DISTANCE OF 41.79 FEET TO A POINT OF COMPOUND CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 41.54 FEET AND A BEARING OF S 54° 14' 54" W; THENCE WESTERLY ALONG A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 120.78 FEET, AN ARC DISTANCE OF 52.45 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 52.03 FEET AND A BEARING OF S 77° 34' 19" W; THENCE N 89° 59' 17" W 23.79 FEET; THENCE N 07° 10' 47" E 24.20 FEET; THENCE S 89° 59' 17" E 25.05 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 104.20 FEET, THE CHORD OF SAID ARC HAVING A LENGTH OF 97.00 FEET, AND A BEARING OF N 54° 53' 33" E; THENCE S 60° 01' 23" W ALONG SAID PARALLEL LINE A DISTANCE OF 46.78 FEET TO THE PLACE OF BEGINNING; IN COOK COUNTY, ILLINOIS.

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## EXHIBIT F

### EXPLANATION OF TRIP GENERATOR METHOD

The Costs of Maintenance shall be based upon each parcel's pro rata share of total trips generated on the Property based upon the "Trip Generator Method." Each parcel's use shall be based upon the following assumptions utilizing the then existing land use and building parameters:

#### Hotel Use:

- 8.7 trips per occupied room on weekdays.
- 7.5 trips per occupied room on weekend days.
- Assume a 70% occupancy in all cases.

#### Office Use:

- 11.5 trips per 1,000 sq. ft. of building gross square footage.
- Assume a 92% occupancy and assume use based on 5.1 days per week.

For example, if the CF Parcel is improved with a 207 room hotel, CF Trustee would generate 8,477 trips per week (207 total rooms x 5 days x .7 occupancy x 8.7 trip factor) + (207 total rooms x 2 days x .7 occupancy x 7.5 trip factor) = 8477. If each phase of RA's Parcel is improved with a 219,320 square foot office building, RA Trustee would generate 23,668 trips per week: (219,320 sq. ft. x 5.1 days x .92 occupancy x 11.5 trip factor ÷ 1,000) x 2 parcels = 23,668. If GW Trustee builds an office building based on a floor area ratio of .6, GW Trustee would generate 6,670 trips per week: (123,623 sq. ft x 5.1 days x .92 occupancy x 11.5 trips generated ÷ 1,000) = 6,670.

For example, each party's pro rata share of the Costs of Maintenance would then be calculated as follows:

#### Trips Generated

GW Trustee = 6,670  
RA Trustee = 23,668  
CF Trustee = 8,477  
Total Trips 38,815

#### Pro Rata Costs of Maintenance

GW Trustee = 17.2%  
RA Trustee = 61.0%  
CF Trustee = 21.8%

The trips generated for any parcel shall be determined at the time an occupancy permit is issued for any use on that parcel and readjusted if an existing use is changed. A parcel is assumed to generate zero trips until the date an occupancy permit is issued for each intended use.

If any parcel is used for any use other than a hotel or office, then the parties shall mutually agree upon the trip generator method to be applied to the non-hotel or office use. If the parties cannot agree, then the parties shall hire a traffic consultant to determine the trip generator factors to be applied. The decision of the traffic consultant shall be binding upon all of the parties.

COOK COUNTY, ILLINOIS  
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