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SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

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THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made and entered into as of the 9th day of August, 1991, by and between AETNA LIFE INSURANCE COMPANY, a Connecticut corporation having an address in care of Aetna Realty Investors, Inc., 242 Trumbull Street, Hartford, Connecticut 06158 (together with its successors and assigns, hereinafter referred to as "Aetna"), and HYATT CORPORATION, a Delaware corporation having an address at Madison Plaza, 200 West Madison Street, 39th Floor, Chicago, Illinois 60606 (together with its successors and assigns, hereinafter referred to as "Hyatt").

RECITALS:

WHEREAS, La Salle National Trust, N.A., Successor Trustee to La Salle National Bank, a national banking association, not personally but solely as Trustee under Trust Agreement dated March 21, 1979 and known as Trust Number 101568 (the "Borrower"), owns fee simple title to certain real property and improvements thereon commonly known as 1800 East Golf Road, Schaumburg, Cook County, Illinois, being legally described on Exhibit A attached hereto and made a part hereof (as to all or any part thereof, the "Project"); and

WHEREAS, Lender has heretofore made a loan (the "Loan") to Borrower, as evidenced by that certain Promissory Note No. 1 (the "Note") dated April 15, 1980, in the original principal amount of Thirty One Million and No/100 Dollars (\$31,000,000.00), executed by Borrower and payable to the order of Lender, and

WHEREAS, the Note is secured by, among other things, (i) that certain First Mortgage, Assignment of Rents and Security Agreement (the "First Mortgage") dated April 15, 1980, executed by Borrower for the benefit of Lender, recorded against the Project on June 18, 1980, as Document No. 25489773 in the Office of the Recorder of Deeds of Cook County, Illinois, which First Mortgage is supplemented by that certain Supplemental Mortgage (the "Supplemental Mortgage") dated November 25, 1981, executed by Borrower for the benefit of Lender, recorded against the Project on November 25, 1981, as Document No. 26070574 and re-recorded November 30, 1981, as Document No. 26072949 in the Office of the Recorder of Deeds of Cook County, Illinois (the First Mortgage and the Supplemental Mortgage are hereinafter

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sometimes referred to collectively as the "Mortgage"), and (ii) that certain First Assignment of Rents and Leases (the "Assignment") dated April 15, 1980, executed by Borrower for the benefit of Lender, recorded against the Project on June 18, 1980, as Document No. 25489774 in the Office of the Recorder of Deeds of Cook County, Illinois; and

WHEREAS, the Note, Mortgage and Assignment have all been modified and amended by that certain Modification Agreement (the "Modification Agreement") by and between Borrower and Aetna dated as of June 1, 1988, which Modification Agreement, among other things, increased the amount of the Loan referred to above to Thirty Seven Million Fourteen Thousand One Hundred and no/100 Dollars (\$37,014,100.00) (as used in this Agreement, the defined terms "Loan", "Note", "Mortgage", and "Assignment", shall all be construed to include the terms and provisions of such Modification Agreement); and

WHEREAS, Borrower and Hyatt have entered into that certain Management Agreement dated as of April 15, 1980, as amended by (i) that certain Amendment to Management Agreement dated as of September 10, 1981, by and between Borrower and Hyatt, and (ii) that certain Second Amendment to Management Agreement dated as of January 1, 1989, by and between Borrower and Hyatt (as so amended, the "Management Agreement"), pursuant to which Borrower has retained Hyatt to manage the Project in the manner and for the purposes described in the Management Agreement; and

WHEREAS, in the absence of a separate agreement between Aetna and Hyatt, enforcement of Aetna's remedies for default under the Mortgage could result in Aetna's acquisition of title to the Project free and clear of any and all rights and claims of Borrower and Hyatt (including, without limitation, any and all rights and claims under or relating to the Management Agreement) and could result in Hyatt's no longer being required to provide management services pursuant to the Management Agreement; and

WHEREAS, Aetna and Hyatt desire to enter into this Agreement to set forth the rights and obligations of Aetna and Hyatt relating to the operation of the Project after any such acquisition of title by Aetna;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. **Prior Agreements.** This Agreement supersedes and replaces any and all prior agreements between Aetna and Hyatt relating to the subject matter hereof.

2. **Subordination.** Subject to the terms and provisions hereinafter in this Agreement set forth, the Management Agreement and all rights and claims of Hyatt thereunder or relating thereto are and at all times shall be subject and subordinate in all respects to the Mortgage and the Assignment (as any or all of such documents may have been, or hereafter may be, amended, modified, consolidated, spread, replaced, increased, renewed or extended) and to all rights and claims of Aetna under or relating to any or all such documents (as so amended, modified, consolidated, spread, replaced, increased, renewed or extended).

3. **Nondisturbance and Attornment.** If Aetna, or any other person or entity, shall acquire title to the Project or any part thereof as a result of any foreclosure of the Mortgage or any conveyance in lieu of any such foreclosure, and if the Management Agreement has not previously been terminated whether by reason of default, mutual consent, or otherwise, and Hyatt is not then in default in the performance or satisfaction of any terms or conditions of the Management Agreement, then, subject to the terms and conditions of this Agreement:

(a) the Management Agreement shall become effective from and after the date of such acquisition as an agreement between the owner of the Project and Hyatt (as the manager of the Project) in the same manner as if such owner and Hyatt had mutually executed and delivered such Management Agreement as of the date of such acquisition, for a term commencing on that date and expiring on December 3, 2012 (the date of expiration of the original term established in the Management Agreement), or on the date of any earlier termination of the Management Agreement in accordance with the terms thereof, as said term may be extended or renewed in accordance with the Management Agreement (said term, as so extended or renewed, being hereinafter referred to as the "Management Term"); and

(b) Hyatt shall perform and satisfy, for the benefit of the owner of the Project, all obligations and responsibilities of the manager arising under the Management Agreement during the Management Term, and the owner of the Project shall perform and satisfy, for the benefit of Hyatt, all obligations and responsibilities of such owner arising under the Management Agreement during the Management Term.

The aforesaid agreement shall become effective immediately upon acquisition of title to the Project by Aetna or any other person or entity by foreclosure or deed in lieu thereof, subject to the terms and conditions of this Agreement. Nevertheless, upon request of either the owner of the Project or Hyatt, such owner and Hyatt shall promptly execute and deliver to one another any written document that may be necessary or appropriate to evidence the aforesaid agreement. Hyatt also agrees to attorn to Aetna when Aetna is in possession of the Project under the Assignment,

or as a mortgagee in possession. Hyatt further agrees to attorn to a receiver in the event a receiver is appointed in an action or proceeding to enforce and/or foreclose the Mortgage and/or the Assignment.

4. **Management Agreement Terminated.** If Aetna acquires title to the Project by foreclosure of the Mortgage or by conveyance in lieu of foreclosure and Hyatt is then in default under the Management Agreement beyond all applicable notice, grace and cure periods, then at the option of Aetna exercised by written notice to Hyatt, the Management Agreement may be terminated, in which event neither Aetna nor Hyatt shall have any prospective obligations or responsibilities to the other under the Management Agreement. Upon such termination, Hyatt shall immediately cease performance under the Management Agreement and shall vacate the Project and cooperate with Aetna in effecting an orderly transition of ownership and management of the Project. Without limiting the generality of the foregoing, in that event, Hyatt shall promptly turn over to Aetna all books and records relating to management of the Project which are the property of the owner of the Project and, if requested by Aetna, shall assign to Aetna (or to any designee of Aetna) any and all assignable leases, agreements, permits, licenses and certificates relating to the Project which may have been entered into or issued in Hyatt's name. In addition, if requested by Aetna, Hyatt shall notify the other party or parties to any such leases and agreements of such transition of ownership and management.

5. **No Liability.** Whether or not the Management Agreement shall become effective as an agreement between Aetna and Hyatt as provided in paragraph 3 above, Aetna shall not be:

(a) liable or otherwise responsible for any acts or omissions of Borrower or any other prior owner or operator of the Project or for any breach of any warranty or representation set forth in the Management Agreement or given in connection therewith (except for any warranties or representations that may be expressly given in writing by Aetna after the date hereof);

(b) subject to any offsets or defenses which Hyatt may have against Borrower or any other prior owner or operator of the Project; or

(c) bound by any amendment or modification of the Management Agreement made without Aetna's prior written consent (which consent shall not be unreasonably withheld);

provided, however, that if Borrower or any other prior owner or operator of the Project is, at the time Aetna or any other person or entity acquires title to the Project pursuant to foreclosure of the Mortgage or pursuant to deed in lieu of foreclosure, in default under the Management Agreement, and Aetna or such other person or entity as owner fails or refuses to cure such default, then Hyatt shall be entitled to

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terminate the Management Agreement in accordance with the terms and provisions thereof.

6. **Liability Limited.** Notwithstanding Aetna's, or any other successor's or assign's of Aetna, becoming the title holder of the Project under the Mortgage as contemplated in paragraph 3 above, and notwithstanding the provisions of Section 15.2 of the Management Agreement, Aetna's, or such successor's or assign's, personal liability under the Management Agreement shall be strictly limited to Aetna's, or such successor's or assign's, interest in the Project assets. Aetna, or any other person or entity acquiring title to the Project pursuant to foreclosure of the Mortgage or pursuant to a deed in lieu of foreclosure, shall be obligated and liable for the performance and observance of the obligations of the Owner under the Management Agreement only for the period during which, Aetna or such other person or entity shall retain ownership of the Project (subject to the rights of either the Owner or Hyatt to terminate the Management Agreement in accordance with the terms thereof), provided, however, that if such other person or entity shall divest itself of the Project to a subsequent purchaser, then subject to the provisions of paragraph 7. below, such subsequent purchaser shall assume and be bound by the prospective obligations of the Owner under such Management Agreement.

7. **Assignment by Aetna or a Controlled Affiliate.** If Aetna, or any affiliate of Aetna in which Aetna has a controlling interest (a "controlled affiliate"), acquires title to the Project pursuant to foreclosure of the Mortgage, or pursuant to a deed in lieu of foreclosure, then notwithstanding the provisions of Section 15.2 of the Management Agreement, Aetna or such controlled affiliate shall have the right to assign its rights and obligations under the Management Agreement without the consent of Hyatt, to any controlled affiliate or to Aetna as the case may be, provided such assignee assumes the obligations of such assignor under such Management Agreement as herein provided for.

Neither Aetna, nor any controlled affiliate, shall have the right to sell, hypothecate or convey the Project or any portion thereof, or to assign its interest in the Management Agreement, to any third person or entity who is not Aetna or a controlled affiliate (an "unrelated assignee") without complying with the provisions of Section 15.2 of the Management Agreement; provided however, that Hyatt agrees to permit the personal liability of any such unrelated assignee under such Management Agreement to be strictly limited to the interest of such unrelated assignee in the Project assets, and that upon any such sale, hypothecation or conveyance by Aetna or a controlled affiliate, Hyatt shall not require Aetna or its controlled affiliate to continue to be liable prospectively under the Management Agreement. Any further sale, hypothecation or conveyance of the Project or any portion thereof, or any assignment of its interest therein, by such unrelated assignee shall be fully subject to all the terms and provisions of Section 15.2 of the Management Agreement.

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For the purposes of this paragraph, a "controlled affiliate" is an entity in which shares of voting stock or other controlling interests in the affiliate are more than fifty per cent (50%) owned by Aetna, and the term "affiliate" shall mean a corporation included in an "affiliated group" as that term is defined in Section 1504 (a) of the Internal Revenue Code as presently in effect and of which Aetna is the common parent corporation.

8. **Consent to Amendments.** Aetna hereby acknowledges that it has consented to the terms of the Management Agreement and all amendments thereto described above.

9. **No Default under Management Agreement.** Hyatt hereby certifies to Aetna that the Management Agreement is in full force and effect; and that there are no events or conditions now existing which constitute an event of default, or which, with the passage of time, would constitute an event of default under said Management Agreement; and that the Borrower has complied in all respects with the terms and provisions of the Management Agreement. This certification is made to and for the benefit of Aetna in connection with the Loan to be made by Aetna under the Modification Agreement and to be secured by the Mortgage and the Assignment and the prospective disbursement of Loan proceeds as provided for in said Management Agreement.

10. **Current Status of Management Agreement.** Hyatt represents to Aetna that the Management Agreement has not been amended, modified or supplemented in any way, except as disclosed in the Recitals in this Agreement. Hyatt further agrees that so long as Aetna retains any interest in the Property under the Mortgage and Assignment, that Hyatt will not enter into any modification, amendment, or supplement of such Management Agreement in any manner whatsoever without first obtaining the advance written consent of Aetna, which consent shall not be unreasonably withheld or delayed, and that any modifications, amendments or supplements made to such Management Agreement without such consent being first obtained shall be and are hereby declared to be null and void. If Aetna fails to respond in writing to Hyatt within thirty (30) days of any written request from Hyatt for Aetna's consent to such modification, amendment, or supplement to such Management Agreement, such modification, amendment, or supplement shall be deemed approved.

11. **Aetna's Right to Cure.** If the Borrower shall be in default in the observance of any covenant in the Management Agreement beyond any applicable period of grace or cure referred to in the Management Agreement, Hyatt shall send written notice of such default to Aetna at its address first above set forth in this

Agreement, or as Aetna may designate by notice to Hyatt. Such notice shall be given to Aetna no later than the date Hyatt gives written notice of such default to the Borrower, or to Borrower's successor or assign. Aetna shall have, at Aetna's sole and exclusive option, the right to remove or cure the default referred to in said notice prior to the expiration of the thirty (30) day period immediately following the expiration of the time period for the Borrower, or any successor or assign of the Borrower, to cure or remove such default, except that if such default cannot with diligence be cured by Aetna prior to the termination of such thirty (30) day period hereby granted to Aetna, Aetna shall have, at Aetna's sole and exclusive option, a reasonable time thereafter to effect cure, provided that Aetna proceeds promptly to cure the same and thereafter prosecutes the curing of such default with diligence. Hyatt will accept performance by or at the instigation of Aetna as if the same had been performed by the Borrower.

12. Notices. Notices in respect of this Agreement shall be in writing and shall be sent to the parties at their respective addresses set forth at the beginning of this Agreement. All notices and other communications required or permitted hereunder shall be deemed received (i) three business days after being deposited in the U.S. Mail, certified mail, return receipt requested, (ii) one (1) business day after deposit with a nationally recognized overnight courier service, or (iii) upon actual receipted delivery if sent by personal messenger, in each case with postage/delivery prepaid. Either party may change its address for purposes of notice hereunder by giving written notice thereof to the other party in the manner provided above.

13. Termination of First Subordination Agreement. It is the understanding and intent of Aetna and Hyatt in executing and delivering this Agreement, that as of the date of such execution and delivery, that certain Subordination, Nondisturbance and Attornment Agreement executed and delivered by and between Aetna and Hyatt as of the 1st day of June, 1980 (the "First Subordination Agreement") is hereby terminated and made null and void, and that from and after the date of this Agreement such First Subordination Agreement will have no further force and effect, and the relationships between Aetna and Hyatt respecting the Management Agreement described in this Agreement will be governed by all the terms and provisions of this Agreement.

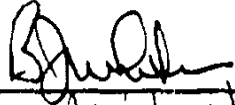
14. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

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

**AETNA LIFE INSURANCE
COMPANY**

By: 
Title: Assistant Vice President

HYATT CORPORATION

By: 
Title: Sr. Vice President - Finance

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STATE OF _____)
COUNTY OF _____) SS.

Attached

The foregoing instrument was acknowledged before me this _____ day of _____, 1991, by _____ of AETNA LIFE INSURANCE COMPANY, a Delaware corporation, on behalf of the corporation.

Notary Public

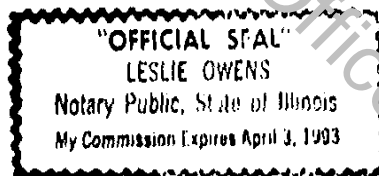
STATE OF ILLINOIS)
COUNTY OF COOK) SS.

The foregoing instrument was acknowledged before me this 13th day of August, 1991, by Kenneth Petersen, Sr. Vice President of HYATT CORPORATION, a Delaware corporation, on behalf of the corporation.

Leslie Owens
Notary Public

Return to:
This Instrument was Drafted By:
DORSEY & WHITNEY (JIT)
2200 First Bank Place East
Minneapolis, MN 55402

Attn: John Taylor



PTN: 07-12-402-006
07-12-400-010 9011

Address: 1800 E Gulf Rd.
Schaumburg, IL

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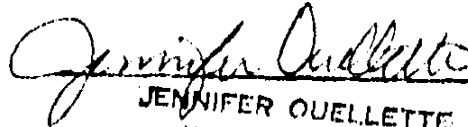
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STATE OF CONNECTICUT

SS. Hartford

COUNTY OF HARTFORD

The foregoing instrument was acknowledged before me this 9th day of August, 1991 by B. J. White, the Assistant Vice President of AETNA LIFE INSURANCE COMPANY, a Connecticut corporation, on behalf of the corporation.



JENNIFER OUELLETTE
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1992

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EXHIBIT A

PARCEL 1:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE NORTHERLY LINE OF GOLF ROAD, AS WIDENED AS SHOWN ON DOCUMENT 20885775, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF GOLF ROAD, AFORESAID, AND A LINE, 68.43 FEET EAST, (AS MEASURED ALONG THE SOUTH LINE THEREOF), OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE WESTERLY ALONG THE NORTHERLY LINE OF GOLF ROAD, 68.43 FEET TO AN ANGLE POINT IN SAID ROAD; THENCE CONTINUE WESTERLY, ALONG THE NORTHERLY LINE THEREOF, 510.23 FEET TO ITS INTERSECTION, WITH A LINE, DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF THE SAID SOUTH EAST 1/4, THROUGH A POINT 508.96 FEET WEST, (AS MEASURED ALONG THE SOUTH LINE THEREOF), OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 12, AFORESAID; THENCE NORTHERLY ALONG THE LAST RIGHT ANGLES LINE, HEREIN DESCRIBED, 1240.38 FEET TO ITS INTERSECTION, WITH THE NORTH LINE OF THE SOUTH 1364.51 FEET OF THE SOUTH EAST 1/4 OF SECTION 12, AFORESAID; THENCE EASTERLY, ALONG THE SAID LINE, 587.42 FEET TO ITS INTERSECTION, WITH THE HEREINBEFORE MENTIONED LINE, 68.43 FEET, EAST OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 12; THENCE SOUTHERLY, ALONG THE SAID LINE, 1224.67 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, EXCEPTING FROM THE FOREGOING, THE FOLLOWING DESCRIBED PORTION THEREOF DEDICATED FOR ROADWAY AND LIKE PURPOSES PURSUANT TO PLAT OF DEDICATION RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 25489772, TO WIT:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 291.0 FEET OF THE SOUTH EAST 1/4, AFORESAID, AND A LINE 68.43 FEET EAST (AS MEASURED ALONG THE SOUTH LINE THEREOF) OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE NORTHERLY ALONG THE LAST DESCRIBED LINE TO THE NORTH LINE OF THE SOUTH 357.00 FEET OF THE SOUTH EAST 1/4, AFORESAID; THENCE WESTERLY ALONG SAID LINE TO ITS INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SOUTH EAST 1/4 THROUGH A POINT 248.33 FEET WEST (AS MEASURED ALONG THE SOUTH LINE THEREOF) OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 12, AFORESAID; THENCE SOUTHERLY ALONG THE LAST RIGHT ANGLE LINE HEREIN DESCRIBED 224.70 FEET TO THE AFOREMENTIONED NORTH LINE OF GOLF ROAD; THENCE EASTERLY ALONG SAID NORTH LINE OF GOLF ROAD TO ITS INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SOUTH EAST 1/4 THROUGH A POINT 148.33 FEET WEST (AS MEASURED ALONG THE SOUTH LINE THEREOF) OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE NORTHERLY ALONG THE LAST RIGHT ANGLE LINE HEREIN DESCRIBED 155.61 FEET TO THE NORTH LINE OF THE SOUTH 291 FEET, AFORESAID; THENCE EASTERLY ALONG SAID LINE TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS

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PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL GRANT OF ROADWAYS EASEMENTS RECORDED NOVEMBER 25, 1981 IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS AS DOCUMENT NO. 26070571, AND RE-RECORDED NOVEMBER 30, 1981 AS DOCUMENT NO. 26022946 IN, ON, OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

EASEMENT PARCEL "E": AN EASEMENT, 24.00 FEET IN WIDTH, IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH WEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 80.43 FEET; THENCE NORTH 00 DEGREES, 25 MINUTES, 17 SECONDS EAST ALONG A LINE 80.43 FEET EAST (AS MEASURED AFORESAID) OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12 A DISTANCE OF 357.01 FEET TO A POINT ON THE NORTH LINE THE SOUTH 357.00 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 (ALSO BEING THE NORTH RIGHT OF WAY LINE OF THE PUBLIC ROADWAY KNOWN AS HARTLEY ROAD) FOR ITS POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES, 25 MINUTES, 17 SECONDS EAST A DISTANCE OF 720.29 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1077.27 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 581.58 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12 FOR ITS POINT OF TERMINATION, ALL IN COOK COUNTY ILLINOIS

EASEMENT PARCEL "G": AN EASEMENT, 24.00 FEET IN WIDTH, IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH WEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 80.43 FEET; THENCE NORTH 00 DEGREES, 25 MINUTES, 17 SECONDS EAST ALONG A LINE 80.43 FEET EAST (AS MEASURED AFORESAID) OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12 A DISTANCE OF 1077.30 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1077.27 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 FOR ITS POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES, 25 MINUTES, 17 SECONDS EAST A DISTANCE OF 163.22 FEET TO A POINT ON A LINE 1240.49 FEET NORTH (AS MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 12 FOR ITS POINT OF TERMINATION, SAID POINT OF TERMINATION ALSO BEING 581.41 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF EASEMENTS FOR SANITARY SEWER AND WATER MAIN, RECORDED NOVEMBER 25, 1981 IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 26070572, AND RE-RECORDED NOVEMBER 30, 1981 AS DOCUMENT NO. 26072947 IN, ON, OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

EASEMENT PARCEL "D": AN EASEMENT, 10.00 FEET IN WIDTH, IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH WEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 121.16 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 140.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 937.27 FEET OF THE SOUTH 1077.27 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 (ALSO BEING THE NORTH LINE OF GOLF ROAD AS WIDENED PER DOCUMENT NO. 20885775) FOR ITS POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 151.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 291.00 FEET OF THE SOUTH EAST 1/4 OF SECTION 12 (ALSO BEING THE SOUTH RIGHT OF WAY LINE OF THE PUBLIC ROADWAY KNOWN AS HARTLEY ROAD) 543.78 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12 FOR ITS POINT OF TERMINATION, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL "I": AN EASEMENT, 10.00 FEET IN WIDTH, IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING ON THE SOUTH LINE OF SAID SECTION 12 (SAID SOUTH LINE HAVING A BEARING OF SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST) 144.59 FEET WEST (AS MEASURED ALONG THE SOUTH LINE OF SAID SECTION 12) OF THE SOUTH EAST CORNER OF SAID SECTION 12; THENCE NORTH 09 DEGREES, 30 MINUTES, 38 SECONDS EAST A DISTANCE OF 361.97 FEET TO THE POINT ON THE NORTH LINE OF THE SOUTH 357.00 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 (ALSO BEING THE NORTH RIGHT OF WAY LINE OF THE PUBLIC ROADWAY KNOWN AS HARTLEY ROAD) FOR ITS POINT OF BEGINNING; THENCE CONTINUING NORTH 09 DEGREES, 30 MINUTES, 38 SECONDS EAST A DISTANCE OF 159.80 FEET; THENCE SOUTH 89 DEGREES, 43 MINUTES, 52 SECONDS EAST A DISTANCE OF 9.96 FEET TO ITS POINT OF TERMINATION ON THE WESTERLY LINE OF THE PERMANENT EASEMENT TO THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO AS PER DOCUMENT NO. 21391850, SAID POINT OF TERMINATION BEING 514.56 FEET NORTH (AS MEASURED AT RIGHT ANGLES) OF THE SOUTH LINE OF SAID SECTION 12 AND 51.69 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12, ALL IN COOK COUNTY, ILLINOIS

PARCEL 4:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL GRANT OF EASEMENTS FOR STORM SEWER AND WATER DETENTION RECORDED NOVEMBER 25, 1981 IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS AS DOCUMENT NO. 26070573, AND RE-RECORDED NOVEMBER 30, 1981 AS DOCUMENT 26072948 IN, ON, OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

EASEMENT PARCEL "A": AN EASEMENT, 10.00 FEET IN WIDTH, IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SECTION 12 (SAID SOUTH LINE HAVING A BEARING OF SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST) 323.50 FEET WEST (AS MEASURED ALONG SAID SOUTH LINE) OF THE SOUTH EAST CORNER OF SAID SECTION 12; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 251.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 39.37 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 291.00 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 (ALSO BEING THE SOUTH RIGHT OF WAY LINE OF THE PUBLIC ROADWAY KNOWN AS HARTLEY ROAD) 325.14 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12 FOR ITS POINT OF TERMINATION, ALL IN COOK COUNTY, ILLINOIS

EASEMENT PARCEL "B": AN EASEMENT 10.00 FEET IN WIDTH, IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH WEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 68.43 FEET; THENCE NORTH 00 DEGREES, 25 MINUTES, 17 SECONDS EAST ALONG A LINE 68.43 FEET EAST (AS MEASURED (FORESAID) OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12 A DISTANCE OF 699.40 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 25 DEGREES, 22 MINUTES, 30 SECONDS EAST A DISTANCE OF 74.48 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 229.30 FEET TO ITS POINT OF TERMINATION ON THE WEST LINE OF EASEMENT PARCEL "C" (HEREINAFTER DESCRIBED), SAID POINT OF TERMINATION BEING 632.09 FEET NORTH (AS MEASURED AT RIGHT ANGLES) OF THE SOUTH LINE OF SAID SECTION 12 AND 332.31 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12, ALL IN COOK COUNTY, ILLINOIS

EASEMENT PARCEL "C": AN EASEMENT, 10.00 FEET IN WIDTH, IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SECTION 12 (SAID SOUTH LINE HAVING A BEARING OF SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST) 323.30 FEET WEST (AS MEASURED ALONG THE SOUTH LINE OF SAID SECTION 12) OF THE SOUTH EAST CORNER OF SAID SECTION 12; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 357.00 FEET TO THE POINT ON THE NORTH LINE OF THE SOUTH 357.00 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 (ALSO BEING THE NORTH RIGHT OF WAY LINE OF THE PUBLIC ROADWAY KNOWN AS HARTLEY ROAD) FOR ITS POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 720.27 FEET TO THE POINT ON THE NORTH LINE OF THE SOUTH 1077.27 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 330.14 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12 FOR ITS POINT OF TERMINATION, ALL IN COOK COUNTY, ILLINOIS

EASEMENT PARCEL "J": AN EASEMENT, 10.00 FEET IN WIDTH, IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING ON THE SOUTH LINE OF SAID SECTION 12 (SAID SOUTH LINE HAVING A BEARING OF SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST) 158.91 FEET WEST (AS MEASURED ALONG THE SOUTH LINE OF SAID SECTION 12) OF THE SOUTH EAST CORNER OF SAID SECTION 12; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 140.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 937.27 FEET OF THE SOUTH 1077.27 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 (ALSO BEING THE NORTH LINE OF GOLF ROAD AS WIDENED PER DOCUMENT NO. 20885775) FOR ITS POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 35.00 FEET TO A POINT ON A LINE 175.00 FEET NORTH (AS MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 12 FOR ITS POINT OF TERMINATION, SAID POINT OF TERMINATION ALSO BEING 160.02 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12, ALL IN COOK COUNTY, ILLINOIS

EASEMENT PARCEL "K": AN EASEMENT IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SECTION 12 (SAID SOUTH LINE HAVING A BEARING OF SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST) 123.54 FEET WEST (AS MEASURED ALONG THE SOUTH LINE OF SAID SECTION 12) OF THE SOUTH EAST CORNER OF SAID SECTION 12; THENCE NORTH 06 DEGREES, 39 MINUTES, 12 SECONDS EAST A DISTANCE OF 140.95 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 937.27 FEET OF THE SOUTH 1077.27 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 (ALSO BEING THE NORTH LINE OF GOLF ROAD AS WIDENED PER DOCUMENT NO. 20885775) AND THE POINT OF BEGINNING; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG THE LAST DESCRIBED LINE A DISTANCE OF 429.73 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 136.00 FEET TO A POINT 276.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 12; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG A LINE 276.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 445.91 FEET; THENCE SOUTH 06 DEGREES, 39 MINUTES, 12 SECONDS WEST A DISTANCE OF 136.92 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.