

UNOFFICI

AMENDMENT OF EASEMENT AGREEMENT

This instrument is an Amendment of Easement Agreement dated the day of Descendent, 1993 among Union Oil Company of California, a California corporation, ("Unocal"), Route 58 Corp., a Delaware corporation, ("Route 58"), The Travelers Insurance Company, a Connecticut corporation, ("Travelers"), Chicago Title and Trust Company, not personally, but solely as Trustee under Trust Agreement dated November 6, 1991 and known as Trust No. 1096226 ("Chicago Title") and Homart Development Co., a Delaware corporation, successor by merger to Homart Community Centers, Inc. ("Homart").

WHEREAS, Unocal, Route 58 and American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under Trust Agreement dated May 21, 1984 and known as Trust No. 61066 ("American National") have entered into an Easement Agreement dated June 28, 1984 and recorded in the Cook County Recorder's Office on July 2, 1984 as Document No. 27155654, as amended by amendments recorded October 26, 1984 as Document No. 27312705 and January 13, 1986 as Document No. 86016645, ("the Easement Agreen ent");

WHEREAS, Travelers has succeeded to the interests of American National under the Easement Agreement and Chicago Title has succeeded to certain interests of Urlocal under the Easement Agreement and Homart has succeeded to the interests of Route 58 in a porcion of Route 58's property;

WHEREAS, the need for the easements created by the Easement Agreement has changed

and the parties hereto accordingly desire to amend the Easement Agreement.

Prepared by: Charles R. Staley, Esq. Schiff Hardin & Waite 7200 Sears Tower Chicago, IL 60606 (312) 258-5627

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NOW, THEREFORE, the parties hereto, in consideration for the mutual covenants contained herein for their respective benefits, hereby agree that effective immediately the Easement Agreement is hereby amended as follows:

- The legal descriptions of Parcels 3 and 4, described on Exhibit E of the Easement Agreement, are hereby deleted for the reason that the access which they have provided is now provided by Central Park Boulevard, as shown on Exhibit A attached hereto, which has been dedicated by Woodfield Village Green Woodfield 76 Subdivision according to the plat thereof which was recorded on July 26, 1993 as Document No. 93580462 with the Office of the Cook County Recorder.
- 2. The legal description of Parcel 5, described on Exhibit E of the Easement Agreement, is hereby deleted and the legal description on Exhibit B attached hereto, of Easement Parcel II, and the legal description on Exhibit C of Easement Parcel III, each depicted on Exhibit A attached hereto are hereby inserted in the Easement Agreement in its stead.
- 3. The legal description of Parcel 6, described on Exhibit D of the Easement Agreement, is hereby deleted and the legal descriptions on Exhibits D and E attached hereto, of the Century Centre One North Access and the Century Centre One South Access each depicted on Exhibit A attached hereto, are hereby inserted in its stead.
- 4. Unocal and Homart have completed construction of Central Park Boulevard. The cost of constructing this roadway has been and shall be paid by Unocal and Homart in accordance with a separate agreement between them. Central Park Boulevard has been completed in accordance with plans and specifications approved by the Village of Schaumburg, Illinois (the "Village") and all other governmental bodies having jurisdiction thereof and which plans and specifications meet all requirements of the Village and governmental bodies for dedication of the roadway to the Village. This roadway has been dedicated to the Village by the Woodfield Village Green Woodfield 76 Subdivision

according to the plat thereof recorded July 26, 1993 as document No. 93580462 with the Office of the Cook County Recorder.

- 5. To the extent of its interest in the Easement Parcels identified on Exhibits B through E attached hereto, each of the undersigned grants, for the benefit of the other parties hereto, the easements created by the Easement Agreement, as hereby amended. Except as hereby amended, the Easement Agreement is ratified and affirmed.
- It is expressly understood and agreed that this Amendment of Easement Agreement is executed to behalf of Chicago Title and Trust Company, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and invested in it as such Trustee, and under the direction of the beneficiaries of a certain Trust Agreement known as Trust No. 1096225. It is further expressly understood and agreed that Chicago Title and Trust Company, as Trustee as aforesaid, has no right or power whatsoever to manage, control or operate said real estate in any way or to any extent and is not entitled at any time to collect or receive for any purpose, directly or indirectly, the rents, issues, profits or proceeds of said real estate or any lease or rale or any mortgage or any disposition thereof. Nothing in this Amendment of Easement Agreement contained shall be construed as creating any personal liability or personal responsibility of the Trustee or any of the beneficiaries of the Trust, and, in particular, without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accrang hereunder or to perform any covenant, either expressly or impliedly herein contained, or to keep, preserve or sequester any property of said Trust or for said Trustee to continue as said Trustee; and that so far as the parties herein are concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the Trust estate from time-to-time subject to the provisions of said Trust Agreement for payment thereof, all parties hereto hereby expressly waiving and releasing said personal liability and personal responsibility on behalf of themselves and all persons claiming by, through or under them.

This Amendment of Easement Agreement may be executed in multiple counterparts, 9, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF this Amendment of Easement Agreement was executed on behalf of the parties hereto this Board day of December. 1993.

Droponty Or Coop Co	By: Richard K. Jemison, President Unocal Real Estate Division
Ox Coop	By: Richard K. Jemison Its Vice President
	THE TRAVELERS INSURANCE COMPANY, Connecticut corporation By: (Title)
	CHICAGO TITLE AND TRUST COMPANY, not personally but tolely as Trustee under Trust No. 10962.6
	By:
	HOMART DEVELOPMENT CO., a Delaware corporation, successor by merger to HOMART COMMUNITY CENTERS, INC.,
	By:

This Amendment of Easement Agreement may be executed in multiple counterparts,

9.

each of which shall be deemed an original and all of which shall constitute one and the same instrument. IN WITNESS WHEREOF this Amendment of Essement Agreement was executed on behalf of the parties hereto this 3700 day of December ., 1993. Stopent Ox Coof Cc UNIONOIL COMPANY OF CALIFORNIA, a California corporation d/b/a Unocal By: _ Richard K. Jemison, President Unocal Real Estate Division ROUTE 58 CORP., a Delaware corporation Richard K. Jemison Ix Vice President THE TRAVELERS INSURANCE COMPANY, a Connecticut corporation Jerry Warden President (Title) CHICAGO TITLE AND TRUST COMPANY, not personally but solely as Trustee under Trust No./1096226 By: HOMART DEVELOPMENT CO., a Delaware corporation/successor by merger to HOMART/COMMUNITY CENTERS, IN By:

(Title)

9. This Amendment of Easement Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

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IN WITNESS WHEREOF this Amendmen	t of Easement Agreement was executed on behalf
of the parties hereto this 331-1 day of D	CCC48CR , 1993.
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Mill of 1' 1990 ACAT. SECRETARY	CHICAGO ITTLE AND TRUST COMPANY, not personally but solely as Trustee under Trust No. 1096226 By: By:
	HOMART DEVELOPMENT CO., a Delaware corporation, successor by merger to HOMART COMMUNITY CENTERS, INC. 5 By: (Title)

9.	This Amendment of Easement Agreement may be executed in multiple counterparts,
each o	(which shall be deemed an original and all of which shall constitute one and the same
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IN WITNESS WHEREOF this Amendment	of Easement Agreement was executed on behalf
of the parties hereto this 22cd day of Dec	CMBER , 1993.
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Dropoety Ox Cook Co	UNION OIL COMPANY OF CALIFORNIA, a California corporation d/b/a Unocal
90-	By:
6/2/	Richard K Jemison, President Unocal Real Estate Division
	ROUTE 58 CORP., a Delaware corporation
	Ву:
94	Richard K. Jemison Its Vice President
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	THE TRAVELERS INSURANCE COMPANY
	u Co-necticut cornoration
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	By: (Title)
	P
	CHICAGO TITLE AND TRUST COMPANY,
	not personally but solely Trustee
	under Trust No. 1096225\
	Ву:
	HOMART DEVELOPMENT CO., a Delaware
	corporation, successor by merger to HOMART COMMUNITY CENTERS, INC.,
	A. I

ATTENTION NOTARY: ALTHOUGH THE HEGGESTED BELOW IS OPTIONAL, II COULD PREVENT FRAUDAL IN ACTACHMENT OF THIS CERTIFICATE TO INJUSTICATION CONTINUENT MONA D. HEBER # SOMM. #12250 RICHARD K. JEMISON ..., PERSONALLY KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN BEFORE ME, MONA HEBERT, NOTARY PUBLIC, PERSONALLY APPEARED SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT 3 (H)S TITLE OR TYPE OF DOCUMENT _AMEND_OF EASEMENT (PMOCALICHICAGO TITLE GRAVELERS) NUMBER OF PAGES TRAHBITA B.C. DANDEL SATE OF DOCUMENT 1272993 CAPACITY OF SIGNER: PRESIDENT UNOCAL REAL ESTATE DIVISION. SIGNER REPRESENTS: ___UHION OIL COMP. NY DE CALIFORNA WITNESS MY HAND AND OFFICIAL SEAL. SIGNER(S) OTHER THAN NAMED ABOVE POPTICO Mora COUNTY OF LOS ANGELES | SS. DECEMBER 29, 1993 STATE OF CALIFORNIA TO THE DOCUMENT DESCRIBED AT RIGHT: MUST BE ATTACHED THIS CERTIFICATE INSTRUMENT.

ATTENTION NOTARY: ALMOUGHTHE MEGNAMMAN REQUESTED BELOW IS OPTIONAL, IT COULD PROVENT A TRACKERT OF THIS CERTIFICATE TO CHAIN LIFE SOCIAL STATEMENT OF THIS CERTIFICATE TO CHAIN SOCIAL STATEMENT OF THE CHAIN STATEMENT OF THIS CERTIFICATE TO CHAIN STATEMENT TO CHAIN STATEMENT OF THIS CERTIFICATE TO CHAIN STATEMENT OF THE COURSE TO CHAIN STATEMENT OF THE CHAIN STATEMENT MONA D. HEBERT -- RICHARD K. JEMISON ..., PERSONALLY KNOVIN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WATER. BEFORE ME, MONA HERERI NOTARY PUBLIC, PERSONALLY APPEARED SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT EX 🖽 TITLE OR TYPE OF DOCUMENT _AMEIND, OF EASEMENT (UPPOSAL CHICASO, TITLETTRAVELERS) WITHESS MY HAND AND OFFICIAL SEAL. SIGNER REPRESENTS: __ROUIF 59 CORPORATION TON'S OFFICE Mora O. K. CAPACHY OF SIGNER: __XICE PRESIDENT SIGNER(S) OTHER THAN HAMED ABOVE. COUNTY OF LOS ANGELES, SS. ON ____ DECEMBER 29, 1993. STATE OF CALIFORNIA DESCRIBED AT RIGHT MUST BE ATTACHED TO THE DOCUMENT THIS CERTIFICATE INSTRUMENT.

STATE OF ILLINOIS)	
COUNTY OF DUPACE) SS	
I, Roslyn A. Knebel , a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jerry Warden , personally known to me to be the Vice President of THE TRAVELERS INSURANCE COMPANY, a corporation of the State of Connecticut, whose name is subscribed to this Instrument, appeared before me this day in person and acknowledged that as such vice President , he signed and delivered said Instrument as his free and voluntary act on behalf of said Corporation, for the uses and purposes therein set forth.	•
Given under my hand and Notarial Seal this 28th day of December, 1993. Notary Public	Q.
My Commission Expires: 2-26-95 My Commission Expires: 2-26-95 NOTARY PUBLIC STATE OF ILLINOIS INV CONNISSION EXP. PED. 15, 1993	
STATE OF) SS COUNTY OF)	
I,	
Given under my hand and Notarial Seal this day of, 1953.	
My Commission Expires:	94008473

Property of Cook County Clerk's Office

STATE OF)				
COUNTY OF) SS)	1			
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1,aforesaid, do he	reby certify that of THE	/, a Notary	y Public in and for pers	said County, in tonally known to	the State o me to be
the State of Con-	necticut, whose name is	subscribed to h	his Instrument, apj	senrea actore n	ne mus day
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therein set forth.		<i>!</i>			
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My Commission	Expires:				
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STATE OF)	C			
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I, MA	RYLOU FETEAU	, a Notary	Public in and for	said County, in onally known to	the State
the	MEHIC	AGO TITLE A	ND TRUST COM	PANY, not pers	onally but
solely as Trustee whose name is	under Trust No. 1996 subscribed to this In	226, a corporati strument, appe	on of the State of ared before me	this day in po	erson and
acknowledged th	at as such ntary act on behalf of sa	id Corporation	ie signed and deli-	ered said Instru	rument as
his tree and volut	mary act on behalf of Sa	nd Corporation,	tor the tace and b	urja ses increm	SCL ROTTIL
COUNTY OF COOK	f, the undersigned, a Notary Publi President and Assistant Secretary of the mantes are subscribed to the foregoing person and acknowledged that they sig	e CINCAGO TITLE AND posturment as such Assistat ned and delivered the said i	TRUST COMPANY, Chamor, p g Vicz President and Assistant S nstrument as their own free and	iersonally known in me or lectetary respectively, app voluntary act and as the fi	s, one same persons whose eared before me this day t re and soluntary act of san
"OFFICIAL SEAL"	Colligany for the uses and pulpawes if cust that of the corporate seal of said C own fee and voluntary act and as the f	limpany, caused the corporate and voluntary act of saw	rate scal of said Company to be a d Company for the uses and pur	iffixed (a said mshamen) z pases therein set forth	Property Control of Land
Marylou Estrada Notary Public, State of Illinois My Commission Expires 3/12/9	- 18# 1096226 5	Given u	oder my hand and Notanat Scat 1 au flan C	this day of	20
Ny Commission Expires 37123 a.	~	same as secondaries	J	lutary Public	386
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ry Public in and for said County, in the State of DPMENT CO., a corporation of the State of MUNITY CENTERS, INC. whose name is day in person and acknowledged that as such said Instrument as his free and voluntary access therein set forth.
23 w day of Alcenter, 1993.
Anatolte
Notary Public
" OFFICIAL SEAL " ANN HOLTZ NOTARY PUBLIC, STATE OF ILLINO! MY COMMISSION EXPIRES 12/8/:
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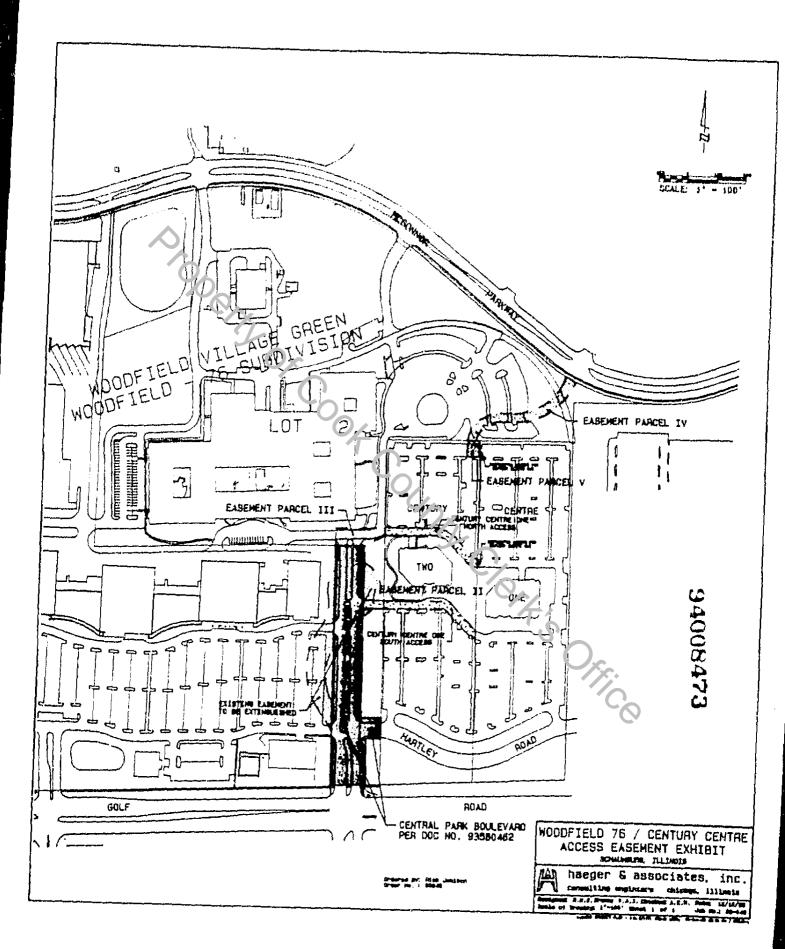


Exhibit A

LEGAL DESCRIPTION OF EASEMENT PARCEL II

That part of Lot 2 in Woodfield Village Green - Woodfield - 76 Subdivision, being part of the Southwest Quarter and the Southeast Quarter of Section 12, Township 41 North, Range 10 Bast of the Third Principal Meridian and part of the Fractional Southwest Quarter of Section 7, Township 41 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded July 26, 1993 as Document No. 93580462, described as follows:

Commencing at a corner of said Lot 2, being also the Northwest corner of Lot 1 in Century Centre Subdivision, being a subdivision in the Southeast Quarter of Section 12, according to the plat thereof recorded November 14, 1984 as Document No. 27336946; thence southerly along an East line of said Lot 2, said line having a bearing cf S 0° 21' 49" E a distance of 520.00 feet to the point of beginning; thence continuing S 0° 23' 49" E along said East line, a distance of 28.00 feet; thence S 89° 36' 11" W 56.50 feet to a point of curvature; thinge westerly along a curve, concave to the south, having a radius of 29.00 feet, an arc distance of 14.04 feet to the East line of Central Park Boulevard, as dedicated per said Woodfield Village Green - Woodfield - 76 Subdivision, the chord of said are having a length of 13.01 feet and a bearing of 5 75° 43' 52" W; thence N 0° 23' 49" W along said East line, 34.67 feet; thence easterly along a curve, concave to the south, having a radius of 29.00 feet, an arc distance of 14.04 feet to a point of tangency, the chord of said arc having a length of 13.91 feet and a bearing of 8 76° 31' 30" E; thence N 79° 36' 11" E 56.50 feet to -10/4'S OFFICE the place of beginning, in Cook County, Illinois.

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LEGAL DESCRIPTION OF EASEMENT PARCEL III

That part of Lot 2 in Woodfield Village Green - Woodfield - 76 Subdivision, being part of the Southwest Quarter and the Southeast Quarter of Section 12, Township 41 North, Range 10 Rast of the Third Principal Meridian and part of the Fractional Southwest Quarter of Section 7, Township 41 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded July 25, 1993 as Dogument No. 93580462, described as follows:

Commencing at a corner of said Lot 2 being also the Northwest corner of Lot 1 in Century Centre Subdivision, being a subdivision in the Southeart Quarter of Section 12, according to the plat thereof recorded November 14, 1984 as Document No. 27336946; thence southerly along the West line of said Lot 2, said line having a bearing of 8 0° 23' 49" F a distance of 283.00 feet to the point of beginning; thence continuing S 0° 23' 49" E along said West line, 28.00 feet; thence S 65 51' 29" W 76.77 feet to the Northeast corner of Central Park Soulevard, dedicated per said Woodfield Village Green - Woodfield - %5 Subdivision; thence 5 89° 36' 11" W along the North line of said Central Park Boulevard, a distance of 100.00 feet to the Northwest corner thereof; thence N 0° 23' 49" W 56.00 feet; thence N 89° 36' 11" E 100.00 feet; thence N 86° 42' 58" E 70.09 feet to the place of beginning, in Cook County, bes, of the original of the or Illinois.

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LEGAL DESCRIPTION OF CENTURY CENTRE ONE NORTH ACCESS EASEMENT

That part of Lot 1 in Century Centre Subdivision, being a subdivision of part of the Southeast Quarter of Section 12, Township 41 North, Range 10 East of the Third Principal Meridian accurring to the plat thereof recorded November 14, 1984 as Document No. 27336946 described as follows:

Seginning at a point on the West line of said Lot 1, being 283.00 feet south of the Northwest corner thereof; thence N 89° 17' 50" E 161.52 feet to a point of curvature; thence southeasterly along a curve, concave to the southwest, having a radius of 125.50 feet, an arc distance of 98.57 feet to a point of tangency, the chord of said are having a length of 96.05 feet and a bearing of S 68° 12' 10" E; thence S 45° 42' 10" E 76.47 feet to a point of curvature; thence southeasterly along a curve, concave to the northeast, having a radius of 26.50 feet, an arc distance of 16.82 feet to the East line of said Lot 1, being 381.29 feet south of the Northeast corner thereof, the chord of said arc having a length of 16.54 feet and a bearing of 5 63° 53' 15" E; thence S 0° 42' 10" E along said East line, 27.15 feet; thence northwesterly along a curve, concave to the northeast, having a radius of 53.50 feet, an arc distance of 38.04 feet to a point of tangency, the chord of said arc having a length of 37.24 feet and a bearing of said are having a length of 77.24 feet and a bearing of N 66° 04' 23" W; thence N 45° 42' 10" W 76.47 feet to a point of curvature; thence northwesterly along a curve, concave to the southwest, having a radius of 98.50 feet, an arc distance of 77.36 feet to a point of tangency, the chord of said arc having a length of 75.39 feet and a bearing of N 62° 12' 10" W; thence S 89° 17' 50" W 161.52 feet to the West line of said Lot 1: thence N 0° 42' 10" W along said West line, 27.00 feat to the point of beginning, in Cook County, Illinois.

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LEGAL DESCRIPTION OF CENTURY CENTRE ONE SOUTH ACCESS EASEMENT

That part of Lot 1 in Century Centro Subdivision, being a subdivision of part of the southeast Quarter of Section 12, Township 41 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded November 14, 1984 as Document No. 27336946, described as follows:

Beginning at a point on the West line of said Lot 1, being 520.00 feat south of the Northwest corner thereof: thence N 89° 17' 50" E 226.00 faet; thence S 45° 42' 10" E 131.65 faet to the East line of Set 1.

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94008473 said Lot 1, being 613.09 feet south of the Northeast corner thereof; thance S 0° 42' 10" E along said East line, 38.18 fact; thence N 45 12' 10" W 147.47 feet: thence S 89° 17' 50" W 214.82 feet to the West line of said Lot 1; thence N 0° 42' 10" W along said West line 27.00 feat to the place of beginning, in Cook County, Illinois.

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CONSENT TO EASEMENT

American National Bank and Trust Company of Chicago, as mortgaged under mortgage
dated December 23, 1991 and recorded December 31, 1991 as Document No. 91696175 made by
Chicago Title and Trust Company, as Trustee under Trust Agreement dated November 6, 1991, and
known as Trust No. 1096226, as amended by First Amendment to Loan Agreement recorded
January 22, 1993 as Document No. 93056112 and re-recorded as Document No. 93150243, hereby
consents to the execution and recording of a Declaration of Easement between Union Oil Company
of California, a California corporation, and Chicago Title and Trust Company, not personally but
solely as Trustee under Trust Agreement dated November 6, 1991 and known as Trust No. 1096226
dated DECEMBER AT 1993 and recorded on January 4, 1994 as Document No.
77008472, and hereby further consents to the execution and recording of Amendment
of Easement Agreement among Union Oil Company of California, a California corporation, Route
58 Corp., v Delaware corporation. The Travelers Insurance Company, a Connecticut corporation,
Chicago Thie and Trust Company, not personally but solely as Trustee under Trust Agreement
dated November 5, 1991 and known as Trust No. 1096226, and Homart Development Co., a Delaware corporation, dated December 23/1983 and recorded on January
Delaware corporation, dated DECEMBER 23 /18 and recorded on January 4
1994 as Document No. 74008473

IN WITNESS WHEREOF, this Consent was executed this 310 day of January, 1994. 204 COUNTY CLOPA'S American National Bank and Trust Company of Chicago STATE OF ILLINOIS) SS COUNTY OF COOK I. Cobert Pretras , a Notary Public in and for said County, in the State aforesaid, do hereby certify that Danny A Achardson, personally known to me to be the SECONO OF AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, whose name is subscribed to this Instrument, appeared before me this day in person and acknowledged that as such second vice frestert, he signed and delivered instrument as his free and voluntary act on behalf of said Company, for the uses and purposes therein set forth. Given under my hand and Notarial Seal this 3rd day of January, 1994. My Commission Expires:

My Commission Expires 08/19/97

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