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99850048

7/8/2006 11:49:00 Page 1 of 6  
1999-09-08 11:21:11  
Cook County Recorder 31.50

THIS INSTRUMENT WAS PREPARED  
BY AND SHOULD BE RETURNED TO:

Stephen H. Malato, Esq.  
Hinshaw & Culbertson  
222 N. North LaSalle Street  
Suite 300  
Chicago, Illinois 60601



Above Space for Recorder's Use Only

**DECLARATION OF EASEMENT**

6

THIS DECLARATION OF EASEMENT (this "Easement") is declared as of this 10<sup>th</sup> day of August, 1999, by Barrington Venture Partnership, an Illinois general partnership ("Declarant").

**RECITALS**

A. Declarant is the owner of fee simple title to that certain tract of land situated in the Village of Hoffman Estates, Illinois and legally described on Exhibit "A" attached hereto and made a part hereof ("Real Estate") which Declarant intends to sub-divide Real Estate into two lots as depicted on Exhibit "A", the first of which is legally described on Exhibit "B" attached hereto and made a part hereof ("Lot 1") and the second of which is legally described on Exhibit "B" attached hereto and made a part hereof ("Lot 2").

C. Declarant wishes to establish as easement for ingress and egress and utilities from Lot 2 to Higgins Road.

NOW THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Access Easement. Declarant hereby grants for the benefit of Lot 2, a non-exclusive, perpetual easement for vehicular and pedestrian ingress and egress for access to and from the Lot 2 and Higgins Road, to be used non-exclusive basis over and across that portion of Lot 1 identified as the "Access Easement" on Exhibit "C" attached hereto and to use the Access Easement to bring utilities from Higgins Road to Lot 2, for the benefit of the owners, from time to time, of Lot 2 and their agents, customers, suppliers, employees and business invitees.

99-0482 (JB)

2. Improvement of the Access Easement. Subject to the reasonable approval of the owner of Lot 1, the owner of Lot 2 may improve the Access Easement with pavement, utilities and other improvements reasonably necessary to beneficially use the Access Easement.

3. Modification and/or Relocation. The owner of Lot 1 reserves the right, at its sole cost, to modify and/or relocate Access Easement; provided any such modification and/or relocation shall not materially or adversely restrict or prevent ingress, egress and access to and from Lot 2. The owner of Lot 1 shall exercise this right after thirty (30) days written notice to the owner of Lot 2 and any Mortgagees of Lot 2. When available, but no later than fifteen (15) days after written notice is given, the owner of Lot 1 shall provide to the owner of Lot 2 and any Mortgagee of Lot 2 copies of proposed plans and specifications and a construction time table for said modification and/or relocation. The owner of Lot 1 shall exercise this right in a manner that will cause minimal disruption to any on-going operation of any business located on Lot 2.

4. Indemnification. Each party agrees to indemnify and hold harmless the other party from any damages or liability to persons or property that might arise from the use of the Access Easement by the indemnifying party or its permittees; provided, the indemnifying party shall not be responsible for damages or liability caused by intentional or negligent acts of the indemnified party, its assigns, agents and employees.

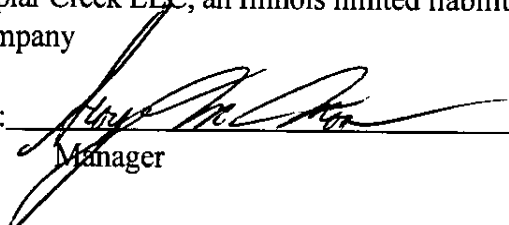
5. Public Grant. Nothing contained herein shall be used or construed as a grant of any rights to any public or governmental authority or agency.

6. Covenants Run With the Land. The agreements contained herein and the rights granted hereby shall run with the title to each respective Lot and shall bind and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. No party shall have liability accruing after transfer of its respective Tract.

7. Headings. The headings of the paragraphs contained herein are intended for reference purpose only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

Barrington Venture Partnership, an Illinois general partnership

By: Poplar Creek LLC, an Illinois limited liability company

By:   
Manager

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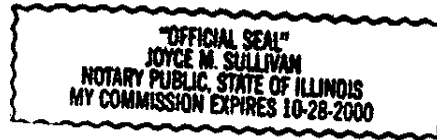
STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF COOK     )

99850048

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that George M. Moser as Manager of Poplar Creek LLC, a general partner of Barrington Venture Partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said partnership, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 10 day of August, 1999.

Joyce M. Sullivan  
Notary Public  
My commission expires: 10-28-2000



Property of Cook County Clerk's Office

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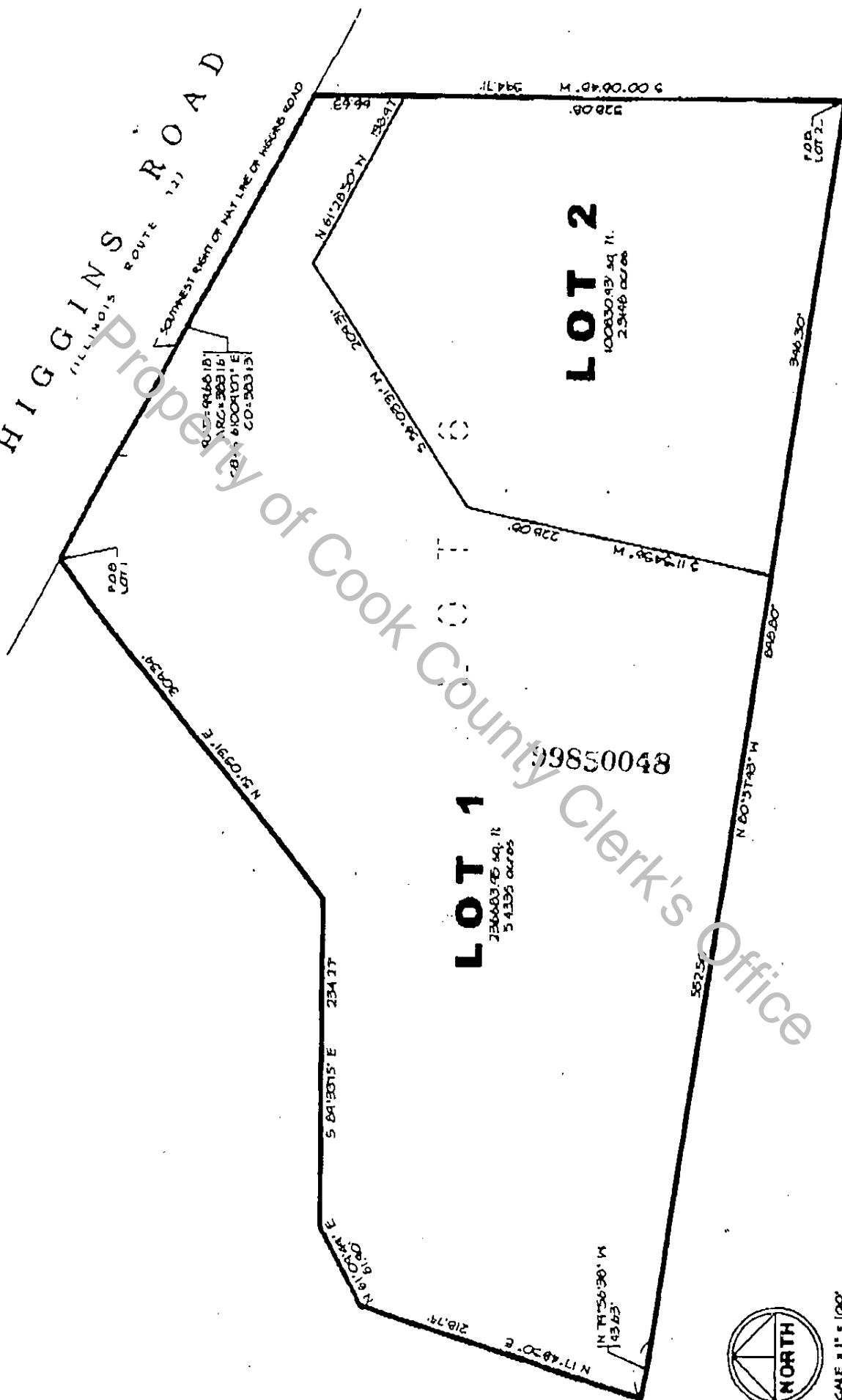
Apr 7 5 1996 3:54PM

ENGINEERING

No.0915 P. 2

EXHIBIT A

HIGGINS ROAD  
ILLINOIS ROUTE 127



Property of Cook County Clerk's Office

DATE: 07/30/99	SCALE: 1" = 100'	OWNER: WAT	EXHIBIT	STONEGATE CONFERENCE CENTER HOFFMAN ESTATES, ILLINOIS	WAT SURVEYING, INC. LAND AND CONSTRUCTION SURVEYORS 29 EAST FULLY MOVE NORWELLS, ILLINOIS 60060 PH: 847/985-4413 FAX: 847/985-5983
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SCALE = 1" = 100'

**UNOFFICIAL COPY****EXHIBIT B**

99850048

**LEGAL DESCRIPTION LOT 1**

THAT PART OF LOT 6 IN RESTAURANT MALL, BEING A SUBDIVISION OF PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED OCTOBER 5, 1994 AS DOCUMENT NUMBER 04016244, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 6 ALSO BEING A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF HIGGINS ROAD; THENCE SOUTHEASTERLY ALONG THE NORTHEAST LINE OF SAID LOT 6 ALSO BEING SAID SOUTHWESTERLY RIGHT OF WAY LINE OF HIGGINS ROAD, ON A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 9988.18 FEET AND AN ARC DISTANCE OF 303.16 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 48 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 6, 66.63 FEET; THENCE NORTH 81 DEGREES 28 MINUTES 50 SECONDS WEST, 138.87 FEET; THENCE SOUTH 56 DEGREES 03 MINUTES 31 SECONDS WEST, 209.31 FEET; THENCE SOUTH 11 DEGREES 56 MINUTES 56 SECONDS WEST, 228.08 FEET TO A POINT ON THE SOUTHWEST LINE OF SAID LOT 6; THENCE NORTH 80 DEGREES 57 MINUTES 43 SECONDS WEST ALONG SAID LINE, 552.50 FEET; THENCE NORTH 79 DEGREES 58 MINUTES 38 SECONDS WEST ALONG THE SOUTHWEST LINE OF SAID LOT 6, 43.83 FEET; THENCE NORTH 17 DEGREES 48 MINUTES 50 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 6, 218.79 FEET; THENCE NORTH 81 DEGREES 09 MINUTES 48 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LOT 6, 81.80 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 15 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 6, 234.27 FEET, THENCE NORTH 51 DEGREES 03 MINUTES 31 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LOT 6, 309.34 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. CONTAINING 238683.95 SQ. FT. / 5.43 ACRES MORE OR LESS.

**LEGAL DESCRIPTION LOT 2**

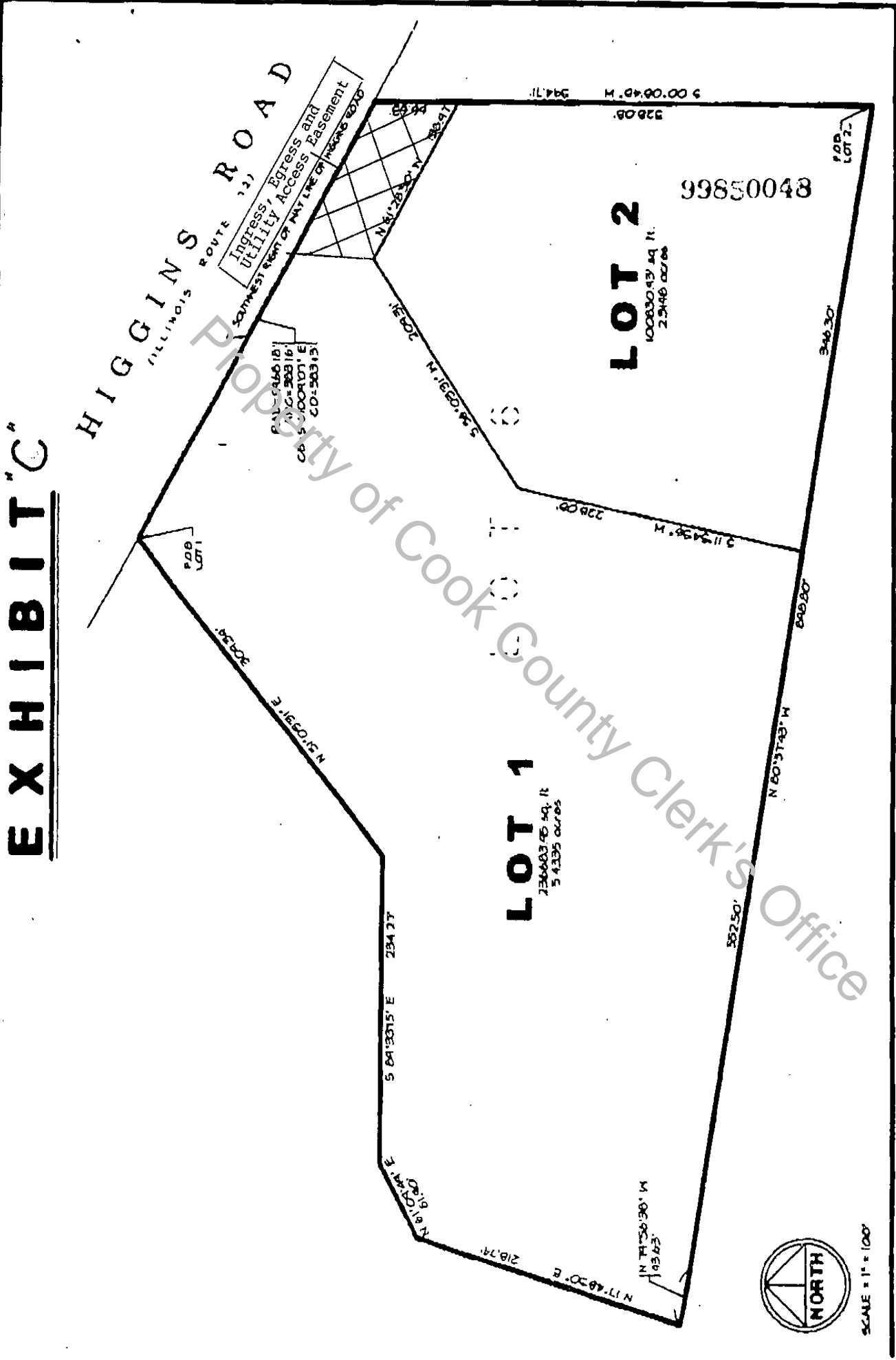
THAT PART OF LOT 6 IN RESTAURANT MALL, BEING A SUBDIVISION OF PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED OCTOBER 5, 1994 AS DOCUMENT NUMBER 04016244, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 6; THENCE NORTH 80 DEGREES 57 MINUTES 43 SECONDS WEST ALONG THE SOUTHWEST LINE OF SAID LOT 6, 346.30 FEET; THENCE NORTH 11 DEGREES 54 MINUTES 52 SECONDS EAST, 228.08 FEET; THENCE NORTH 56 DEGREES 03 MINUTES 31 SECONDS EAST, 209.31 FEET; THENCE SOUTH 81 DEGREES 28 MINUTES 50 SECONDS EAST, 138.87 FEET TO A POINT ON THE EAST LINE OF SAID LOT 6; THENCE SOUTH 00 DEGREES 08 MINUTES 48 SECONDS WEST ALONG SAID LINE, 328.08 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. CONTAINING 100830.83 SQ. FT. / 2.31 ACRES MORE OR LESS.

07-07-100-030

Address: South side of Higgins Rd east of Barrington Rd  
Hoffman Estates, Ill. (Vacant)

# EXHIBIT "C"

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DATE: 07/30/99	REVISIONS:	DATE:
BY: [Signature]		
BY: [Signature]		
BY: [Signature]		
BY: [Signature]		
BY: [Signature]		
<b>EXHIBIT</b>		
<b>STONEGATE CONFERENCE CENTER HOFFMAN ESTATES, ILLINOIS</b>		
<b>W-F</b>		
<b>W-F LAND SURVEYING, INC.</b> LAND AND CONSTRUCTION SURVEYING 39 EAST BULLY DRIVE NORWILDE, ILLINOIS 60450 PH: (815) 793-1411 FAX: (815) 793-5983		