

# UNOFFICIAL COPY

## DECLARATION OF GRANT OF CROSS ACCESS EASEMENT

99322485

4159/0197 03 001 Page 1 of 17  
1999-04-05 11:25:22  
Cook County Recorder 53.00



This DECLARATION OF GRANT OF CROSS ACCESS EASEMENT (the "Declaration") is made as of this 31<sup>st</sup> day of March, 1999, by and among ARLINGTON, LLC, an Illinois limited liability company, ("Arlington") and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, ("Trustee") not personally, but solely as Trustee under Trust No. 118561-01 dated July 20, 1994, (Arlington and Trustee are collectively referred to herein as the "Grantors") and MOTOROLA, INC., a Delaware corporation (the "Grantee").

7803171 / 7794276 / 7794281 D.J. Kelly 6 of 11

### RECITALS:

The following recitals of fact are a material part of this Declaration:

A. Trustee is the record title holder to that parcel of land comprising Phase I of the Annex of Arlington Shopping Center ("Annex I") located in the Village of Arlington Heights, Cook County, Illinois, legally described on Exhibit "A" attached hereto and made a part hereof and Arlington is the record title holder to those parcels of land to comprise Phase II of the Annex of Arlington Heights Shopping Center (the "Annex II"), located in the Village of Arlington Heights, Cook County, Illinois, legally described on Exhibit "B" attached hereto and made a part hereof.

B. Grantee is the record title holder to that parcel of land ("Motorola Parcel") adjacent to Annex I and II, located in the Village of Arlington Heights, Cook County, Illinois, legally described on Exhibit "C" attached hereto and made a part hereof.

C. Grantors each desire to grant to Grantee a perpetual, non-exclusive easement across and over the "Cross Access Easement Tract" (as hereinafter defined), for the purpose of providing Grantee a means of ingress and egress, to and from the Motorola Parcel, to the public street commonly known as Rand Road for vehicular traffic, all as more fully set forth below.

D. The parties wish to make certain agreements regarding the easement created herein.

### AGREEMENTS:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following grants, covenants and restrictions are made:

1. "Permittees" Defined. "Permittees" shall mean all the officers, directors, beneficiaries, partners, members, managers, employees, contractors, agents, invitees, licensees, tenants, and subtenants of Grantors or Grantee as applicable.

**BOX 333-CTI**

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2. Cross Access Easement. (a) Grantors each hereby grant, give and convey to Grantee and its successors and assigns, a non-exclusive and perpetual easement ("Cross Access Easement"), appurtenant to the Motorola Parcel, over, along, across and through those portions of Annex I legally described on Exhibit "D" attached hereto and Annex II legally described on Exhibit "E" attached hereto and made a part hereof as illustrated on the Site Plan attached hereto as Exhibit "F" (collectively the "Cross Access Easement Tract"), for the purpose and benefit of providing Grantee and Grantee's Permittees with the perpetual, non-exclusive right for vehicular ingress and egress over and across the Cross Access Easement Tract for access to and from the Motorola Parcel to the public street commonly known as Rand Road.

(b) Grantee will contribute one hundred dollars (\$100.00) per year toward the costs and expenses for the maintenance and repair of the Cross Access Easement Tract, relative to pavement work, snow and ice removal and the cost of labor and equipment services to perform the foregoing, with Grantor bearing the obligation of performing such maintenance and repair.

3. Reservation of Rights. Subject to the terms of this Declaration, Grantors reserve the following rights with respect to the Cross Access Easement granted herein so long as the exercise by Grantors of such rights does not unreasonably interfere with Grantee's use of the Cross Access Easement Tract for the purposes herein granted:

(i) The right to use the surface and subsurface areas of Annex I and Annex II for any reason and in such a manner as Grantors shall deem proper, in their sole discretion;

(ii) The right to grant additional access or other easements over, upon and under, and the right to grant others the right to use, the Cross Access Easement Tract;

(iii) Provided that Grantors acquire any legally required municipal approvals, the right at any time and from time to time to relocate or alter the Cross Access Easement Tract or any part thereof to a different portion of Annex I and/or Annex II provided that Grantee will be provided with substantially the same access to and from Rand Road; and

(iv) The right to perform maintenance and repairs on any part of Annex I and Annex II, including, but not limited to, the paving and patching of the Cross Access Easement Tract and the paving of parking lots and driveways. In conjunction with said maintenance and repairs, Grantors reserve the right to restrict access to various areas of Annex I and/or Annex II while said maintenance and repairs are being performed but Grantee during any temporary period of restricted access shall be given alternative means of ingress and egress to and from Rand Road.

4. Covenants of Grantee. Grantee covenants and agrees not to construct, erect, maintain or permit any structure, installation, facility or improvement of any kind or nature whatsoever on, above or below the surface of the Cross Access Easement Tract.

5. Non-Interference by Grantee. The rights granted to Grantee herein are contingent upon Grantee's agreement not to interfere with the use of any existing easement on, under, above, or across Annex I, Annex II or the Cross Access Easement Tract. Furthermore, Grantee shall not interfere with the use of any easement hereafter granted on, under, above, or across Annex I, Annex II or the Cross Access Easement Tract or with any other use of the Cross Access Easement Tract so long as such easement, the use thereof or any other use does not materially interfere with Grantee's rights hereunder.

6. Indemnity and Insurance. (a) During the Term of the Cross Access Easement created herein, Grantee shall procure and maintain at its sole cost and expense, a commercial general liability policy of insurance with aggregate limits of liability of not less than Five Million Dollars (\$5,000,000.00) per occurrence combined single limit bodily injury, personal injury and property damage, naming Grantors and their successors and assigns as additional insureds and insuring against any and all damages resulting by reason of any injury or death suffered or any property damage sustained by any person as a result of the negligence of Grantee or its Permittees relative to their use of the Cross Access Easement Tract. Any such policy obtained by Grantee shall be issued by insurers having an A.M. Best's rating of A:X or better from the Best's Key Rating Guide. Within fifteen (15) days of the written request of either Grantor or their successors or assigns, Grantee shall deliver to each Grantor a certificate from its insurance provider evidencing said insurance coverage.

(b) Grantee shall defend, indemnify and hold Grantors and their Permittees harmless from and against any and all losses, claims, demands, damages, liabilities or expenses (including, without limitation, reasonable attorneys' fees and costs) resulting from any breach by Grantee of this Declaration or the negligence or willful misconduct of Grantee or its Permittees in connection with the use of Annex I, Annex II or the Cross Access Easement Tract by Grantee or its Permittees.

7. Covenants Running with the Land. All provisions of this Declaration, including, but not limited to, the benefits and burdens set forth herein, shall run with the land and are binding upon, and shall inure to the benefit of, the successors and assigns of each of the parties to this Declaration.

8. Transfer of Ownership. Whenever a transfer of ownership of all, or any portion of a parcel referred to in this Declaration occurs, the liability of the transferor for any obligation or any breach of covenant occurring from and after the effective date of such transfer, shall automatically terminate with respect to such transferor. As of the effective date of a given transfer, the transferee by acceptance of title to such parcel or portion thereof shall automatically assume and be bound by all of the burdens and obligations under this Declaration applicable to such parcel or portion thereof.

9. Notice. All notices, demands, requests, consents, approvals, or other instruments required or permitted to be given by this Declaration shall be in writing and signed by the party giving same or an officer, agent or attorney of such party, and shall be deemed to have been effective upon delivery if served personally, or upon the day following sending, if sent by Overnight express or courier service, or upon the third (3rd) day from and including the date of posting if mailed by U.S. Postal Service registered or certified mail, return receipt requested, with postage prepaid, to the following addresses or substitute addresses as may be designated from time to time by either party upon written notice to the other:

If to Grantors: **ARLINGTON, LLC**  
180 N. Michigan Avenue, Suite 200  
Chicago, Illinois 60601  
ATTN: Mr. Marc R. Wilkow

**AMERICAN NATIONAL BANK AND TRUST**  
**COMPANY OF CHICAGO**  
120 South LaSalle Street  
Chicago, Illinois 60690  
(RE: Trust No. 118561-01 dated 7/20/94)

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99322485

If to Grantee: **MOTOROLA, INC.**  
North American Antenna Sites  
1307 East Algonquin Road  
Schaumburg, Illinois 60196  
ATTN: Customer Response Center

10. Release of Easement. If Grantee, or its successors and assigns shall abandon or no longer require the use of all or any part of the easement rights herein granted, that part no longer required shall automatically revert to Grantors, and Grantee shall release such easement rights which Grantee shall no longer require by a recordable document satisfactory to Grantor.

11. Governing Law. This Declaration 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 in this Declaration.

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

13. Waivers. No party hereto shall be deemed to have waived the exercise of any right existing hereunder unless such waiver is made expressly and in writing and, without limiting the generality of the foregoing, no delay by any party hereto in exercising any such right shall be deemed to constitute a waiver of the exercise hereof. No waiver made with respect to one or more instances involving the exercise of any right, shall be deemed a waiver of such right in any other instance.

14. Partial Invalidity. If any provision of this Declaration is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Declaration (or the application of such provision to persons or circumstances other than those with respect to which the determination of invalidity or unenforceability was made) will not be effected thereby and each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

15. Attorneys' Fees. In the event of any legal or equitable proceeding between the parties hereto with respect to any matter pertaining to this Declaration, the party against whom judgments is entered shall pay the reasonable attorneys' fees and costs by the party for whom judgment is entered.

16. Counterpart Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. Trustee Exculpation. It is expressly understood and agreed by and between the parties hereto that no personal liability or personal responsibility of any sort is assumed by, nor shall at any time be asserted or enforceable against American National Bank and Trust Company of Chicago, a national banking association, individually or personally, but only as trustee under the provisions of a Trust Agreement dated July 20, 1994 and known as Trust No. 118561-01, on account of this Declaration or on account of any representation, warranty, covenant, undertaking or agreement of Trustee as a Grantor in this Declaration contained, either express or implied, all such personal liability, if any, being expressed waived and released.

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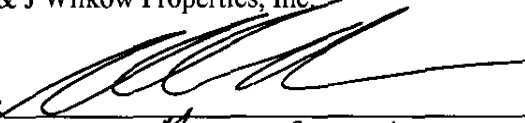
99322485

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the date first above written.

GRANTOR:

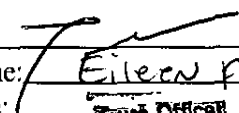
ARLINGTON, LLC

By: M & J Wilkow Properties, Inc.

By:   
Name: Marc Wilkow  
Title: President

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO,

not personally but solely as Trustee under Trust No.  
118561-01 dated July 20, 1994

By:   
Name: Eileen F. Nozary  
Title: Trust Officer

GRANTEE:

MOTOROLA, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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IN WITNESS WHEREOF, the undersigned has executed this Declaration on the date first above written.

GRANTOR:

ARLINGTON, LLC

By: M & J Wilkow Properties, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO,  
not personally but solely as Trustee under Trust No.  
118561-01 dated July 20, 1994

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GRANTEE:

MOTOROLA, INC.

By: Grant B. Milner  
Name: GRANT B. MILNER  
Title: DIR. OF BUS. OPERATIONS.

Property of Cook County Clerk's Office

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STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

Personally appeared before me, a Notary Public in and for the above County and State, Marc R. Wilkow known personally by me and acknowledged by me to be on the date of execution the President of M & J Wilkow Properties, Inc., manager of **ARLINGTON, LLC**, an Illinois limited liability company, and he/she executed the foregoing for and on behalf of said Limited Liability Company.

Witnessed by hand and this notarial seal, this 31<sup>st</sup> day of March, 1999.

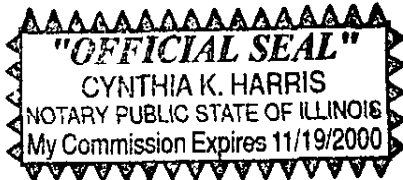


Jennifer L Harshbarger  
Notary Public

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

Personally appeared before me, a Notary Public in and for the above County and State, EILEEN F. NEARY known personally by me and acknowledged by me to be on the date of execution the TRUST OFFICER of **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, not personally but solely as Trustee under Trust No.118561-01 dated July 20, 1994, and he/she executed the foregoing for and on behalf of said Trustee.

Witnessed by hand and this notarial seal, this 30<sup>th</sup> day of March, 1999.



Cynthia K. Harris  
Notary Public

STATE OF ILLINOIS )  
 )  
COUNTY OF \_\_\_\_\_ )

Personally appeared before me, a Notary Public in and for the above County and State, \_\_\_\_\_ known personally by me and acknowledged by me to be on the date of execution the \_\_\_\_\_ of **MOTOROLA, INC.**, and he/she executed the foregoing for and on behalf of said Company.

Witnessed by hand and this notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Notary Public



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STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

99322485

Personally appeared before me, a Notary Public in and for the above County and State, \_\_\_\_\_ known personally by me and acknowledged by me to be on the date of execution the \_\_\_\_\_ of M & J Wilkow Properties, Inc., manager of **ARLINGTON, LLC**, an Illinois limited liability company, and he/she executed the foregoing for and on behalf of said Limited Liability Company.

Witnessed by hand and this notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

Personally appeared before me, a Notary Public in and for the above County and State, \_\_\_\_\_ known personally by me and acknowledged by me to be on the date of execution the \_\_\_\_\_ of **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, not personally but solely as Trustee under Trust No. 118561-01 dated July 20, 1994, and he/she executed the foregoing for and on behalf of said Trustee.

Witnessed by hand and this notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

Personally appeared before me, a Notary Public in and for the above County and State, GRANT B. MILNER known personally by me and acknowledged by me to be on the date of execution the DIV. OF BUS OPERATIONS of **MOTOROLA, INC.**, and he/she executed the foregoing for and on behalf of said Company.

Witnessed by hand and this notarial seal, this 31 day of March 1999.

Mary Ann Wasielewski  
Notary Public





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EXHIBIT "A"

99322485

## ANNEX I LEGAL DESCRIPTION

THAT PART OF LOT 2 IN HARDEE'S RAND ROAD SUBDIVISION, BEING A SUBDIVISION OF PARTS OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 18, LYING SOUTHWESTERLY OF THE CENTERLINE OF RAND ROAD, ALL IN TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 16, 1986 AS DOCUMENT NO. 86297345, AND A 0.019 ACRE PARCEL SOUTH OF SAID LOT 2, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLYMOST CORNER OF SAID LOT 2; THENCE SOUTH 42°02'44" WEST 568.13 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE NORTH 89°47'42" WEST 28.95 FEET ALONG THE SOUTH LINE OF SAID LOT 2; TO A POINT 96.40 FEET, AS MEASURED ALONG SAID SOUTH LINE, EAST OF A CORNER OF SAID LOT 2; THENCE NORTH 47°49'39" WEST 186.71 FEET TO A SOUTH LINE OF SAID LOT 2; THENCE NORTH 89°47'42" WEST 27.62 FEET ALONG THE LAST DESCRIBED SOUTH LINE TO A POINT 373.47 FEET, AS MEASURED ON SAID SOUTH LINE, EAST OF THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 17, AFORESAID; THENCE NORTH 47°57'53" WEST 194.53 FEET; THENCE NORTH 31°32'09" WEST 157.43 FEET TO A WESTERLY LINE OF SAID LOT 2; THENCE NORTH 42°00'35" EAST 10.81 FEET TO A SOUTHWESTERLY LINE OF SAID LOT 2; THENCE NORTH 47°59'25" WEST, ALONG SAID SOUTHWESTERLY LINE, 325 FEET TO A NORTHWEST LINE OF LOT 2; THENCE NORTH 42°00'35" EAST, ALONG SAID NORTHWEST LINE, 550.00 FEET TO THE SOUTH LINE OF RAND ROAD (SAID SOUTH LINE ALSO BEING THE NORTHEASTERLY LINE OF SAID LOT 2); THENCE SOUTH 47°59'25" EAST ALONG SAID SOUTH LINE, 246.30 FEET; THENCE SOUTH 42°00'35" WEST, 230 FEET; THENCE SOUTH 47°59'25" EAST 175 FEET; THENCE NORTH 42°00'35" EAST 250 FEET TO THE SOUTH LINE OF RAND ROAD; THENCE SOUTH 47°59'25" EAST, 478.67 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Chs Annex of Aubrey Shopping Center, Aubrey  
Heights, Illinois

Pin # 03-17-302-074-0000  
03-17-302-075-0000

Prepared By +  
Mail to:

Don Ellis  
Neal Zerber + Esenberg  
Two N. La Salle, Suite 2100  
Chicago, IL 60602

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EXHIBIT "B"

99322485

## ANNEX II LEGAL DESCRIPTION

ALL THAT PART OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF THE CENTER LINE OF RAND ROAD, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE CENTER LINE OF RAND ROAD THAT IS 450.00 FEET NORTHWESTERLY OF THE INTERSECTION OF THE CENTER LINE OF SAID RAND ROAD WITH THE EAST LINE OF THE SAID WEST ½ OF THE SOUTHWEST ¼ OF SECTION 17, SAID INTERSECTION BEING 936.53 FEET NORTH OF THE SOUTH LINE OF SAID SECTION; THENCE SOUTH 42 DEGREES 03 MINUTES 40 SECONDS WEST 50.00 FEET TO A POINT OF BEGINNING AT THE SOUTHWESTERLY LINE OF SAID RAND ROAD (SAID LINE BEARING SOUTH 42 DEGREES 03 MINUTES 40 SECONDS WEST BEING A STRAIGHT LINE DRAWN FROM SAID POINT OF COMMENCEMENT IN THE CENTER LINE OF RAND ROAD TO A POINT THAT IS 775 FEET NORTH OF THE SOUTH LINE AND 748.33 FEET WEST OF THE EAST LINE OF SAID WEST ½ OF THE SOUTHWEST ¼ OF SECTION 17); THENCE CONTINUING SOUTH 42 DEGREES 03 MINUTES 40 SECONDS WEST ALONG SAID LAST DESCRIBED LINE, 567.94 FEET TO A POINT THAT IS 775 FEET NORTH OF THE SOUTH LINE AND 748.33 FEET WEST OF THE EAST LINE OF SAID WEST ½ OF THE SOUTHWEST ¼ OF SECTION 17; THENCE SOUTH 89 DEGREES 45 MINUTES 45 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION, 373.33 FEET TO A LINE 375.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID WEST ½ OF THE SOUTHWEST ¼ OF SECTION 17; THENCE SOUTH 00 DEGREES 01 MINUTES 28 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 124.47 FEET TO A LINE 650.53 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION; THENCE SOUTH 89 DEGREES 45 MINUTES 45 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 220.00 FEET TO A LINE 155.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID WEST ½ OF THE SOUTHWEST ¼ OF SECTION 17; THENCE NORTH 00 DEGREES 01 MINUTES 28 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 88.00 FEET TO A LINE 738.53 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION; THENCE SOUTH 89 DEGREES 45 MINUTES 45 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 105.00 FEET TO THE WEST LINE OF ARLINGTON HEIGHTS ROAD, BEING A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH EAST LINE OF THE WEST ½ OF THE SOUTHWEST ¼ OF SAID SECTION; THENCE NORTH 00 DEGREES 01 MINUTES 28 SECONDS EAST ALONG SAID WEST LINE OF ARLINGTON HEIGHTS ROAD, 174.41 FEET TO THE SOUTHWESTERLY LINE OF RAND ROAD, BEING A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF SAID ROAD; THENCE NORTH 47 DEGREES 57 MINUTES 52 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE OF RAND ROAD, 428.04 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EXCEPTING FROM THE FOREGOING THE FOLLOWING TRACT:

THAT PART OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF RAND ROAD, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE CENTER LINE OF RAND ROAD THAT IS 450.00 FEET NORTHWESTERLY OF THE INTERSECTION OF THE CENTER LINE OF SAID RAND ROAD WITH THE EAST LINE OF SAID WEST ½ OF THE SOUTHWEST ¼ OF SECTION 17 (SAID INTERSECTION BEING 936.53 FEET NORTH OF THE SOUTH LINE OF SAID SECTION); THENCE SOUTH 42 DEGREES 03 MINUTES

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EXHIBIT "B" (Cont'd)

ANNEX II  
LEGAL DESCRIPTION

99322485

40 SECONDS WEST, 418.46 FEET (SAID LINE BEARING SOUTH 42 DEGREES 03 MINUTES 40 SECONDS WEST BEING A STRAIGHT LINE DRAWN FROM SAID POINT OF COMMENCEMENT IN THE CENTER LINE OF RAND ROAD TO A POINT THAT IS 775 FEET NORTH OF THE SOUTH LINE AND 748.33 FEET WEST OF THE EAST LINE OF SAID WEST ½ OF THE SOUTHWEST ¼ OF SECTION 17); THENCE SOUTH 47 DEGREES 56 MINUTES 20 SECONDS EAST, 11.16 FEET TO A POINT OF BEGINNING; THENCE CONTINUING SOUTH 47 DEGREES 56 MINUTES 20 SECONDS EAST, 77.28 FEET; THENCE SOUTH 42 DEGREES 03 MINUTES 40 SECONDS WEST, 21.04 FEET; THENCE NORTH 83 DEGREES 32 MINUTES 34 SECONDS WEST, 63.69 FEET; THENCE NORTH 47 DEGREES 56 MINUTES 20 SECONDS WEST, 25.49 FEET; THENCE NORTH 42 DEGREES 03 MINUTES 40 SECONDS EAST, 58.12 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. (AREA OF EXCEPTED TRACT: 3,531 SQUARE FEET OR 0.081 ACRES.)

CLERK Annex of Arlington Shopping Ctr, Arlington Heights, Ill.

Pin # 03-17-302-018 - 0000  
03-17-302-019 - 0000  
03-17-302-020 - 0000  
03-17-302-042 - 0000  
03-17-302-054 - 0000  
03-17-302-056 - 0000

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EXHIBIT "C"

99322485

## MOTOROLA PARCEL LEGAL DESCRIPTION

THAT PART OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF RAND ROAD, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE CENTER LINE OF RAND ROAD THAT IS 450.00 FEET NORTHWESTERLY OF THE INTERSECTION OF THE CENTER LINE OF SAID RAND ROAD WITH THE EAST LINE OF SAID WEST ½ OF THE SOUTHWEST ¼ OF SECTION 17 (SAID INTERSECTION BEING 936.53 FEET NORTH OF THE SOUTH LINE OF SAID SECTION); THENCE SOUTH 42 DEGREES 03 MINUTES 40 SECONDS WEST, 418.46 FEET (SAID LINE BEARING SOUTH 42 DEGREES 03 MINUTES 40 SECONDS WEST BEING A STRAIGHT LINE DRAWN FROM SAID POINT OF COMMENCEMENT IN THE CENTER LINE OF RAND ROAD TO A POINT THAT IS 775 FEET NORTH OF THE SOUTH LINE AND 748.33 FEET WEST OF THE EAST LINE OF SAID WEST ½ OF THE SOUTHWEST ¼ OF SECTION 17); THENCE SOUTH 47 DEGREES 56 MINUTES 20 SECONDS EAST, 11.16 FEET TO A POINT OF BEGINNING; THENCE CONTINUING SOUTH 47 DEGREES 56 MINUTES 20 SECONDS EAST, 77.28 FEET; THENCE SOUTH 42 DEGREES 03 MINUTES 40 SECONDS WEST, 21.94 FEET; THENCE NORTH 83 DEGREES 32 MINUTES 34 SECONDS WEST, 63.69 FEET; THENCE NORTH 47 DEGREES 56 MINUTES 20 SECONDS WEST, 25.49 FEET; THENCE NORTH 42 DEGREES 03 MINUTES 40 SECONDS EAST, 58.12 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. (AREA OF TRACT: 3,531 SQUARE FEET OR 0.0081 ACRES.)

CLA: 31 Rand Road  
Alyssa Heights. *John*

03-17-302-054-0000

Cook County Clerk's Office

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EXHIBIT "D"

99322485

PORTION OF CROSS ACCESS EASEMENT TRACT ON PHASE I  
LEGAL DESCRIPTION

FOR A CROSS ACCESS EASEMENT IN THAT PART OF ... THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF RAND ROAD, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE CENTER LINE OF RAND ROAD THAT IS 450.00 FEET NORTHWESTERLY OF THE INTERSECTION OF THE CENTER LINE OF SAID RAND ROAD WITH THE EAST LINE OF SAID WEST ½ OF THE SOUTHWEST ¼ OF SECTION 17 (SAID INTERSECTION BEING 936.53 FEET NORTH OF THE SOUTH LINE OF SAID SECTION); THENCE SOUTH 42 DEGREES 03 MINUTES 40 SECONDS WEST, 50.00 FEET TO A POINT OF BEGINNING AT THE SOUTHWESTERLY LINE OF RAND ROAD (SAID LINE BEARING SOUTH 42 DEGREES 03 MINUTES 40 SECONDS WEST BEING A STRAIGHT LINE DRAWN FROM SAID POINT OF COMMENCEMENT IN THE CENTER LINE OF RAND ROAD TO A POINT THAT IS 775 FEET NORTH OF THE SOUTH LINE AND 748.33 FEET WEST OF THE EAST LINE OF SAID WEST ½ OF THE SOUTHWEST ¼ OF SECTION 17); THENCE CONTINUING SOUTH 42 DEGREES 03 MINUTES 40 SECONDS WEST ALONG SAID LAST DESCRIBED LINE, 426.58 FEET; THENCE NORTH 47 DEGREES 56 MINUTES 20 SECONDS WEST, 23.99 FEET; THENCE NORTH 42 DEGREES 02 MINUTES 08 SECONDS EAST, 426.57 FEET TO THE SOUTHWESTERLY LINE OF RAND ROAD; THENCE SOUTH 47 DEGREES 57 MINUTES 52 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE OF RAND ROAD, 24.12 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AKA Annex of Aubrey Shopping Center  
Aubrey Heights, Ill.

Pin - 03-17-302-074-0000

# UNOFFICIAL COPY

## EXHIBIT "E"

### PORTION OF CROSS ACCESS EASEMENT TRACT ON PHASE II 99322485 LEGAL DESCRIPTION

FOR A CROSS ACCESS EASEMENT IN THAT PART OF ... THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF RAND ROAD, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE CENTER LINE OF RAND ROAD THAT IS 450.00 FEET NORTHWESTERLY OF THE INTERSECTION OF THE CENTER LINE OF SAID RAND ROAD WITH THE EAST LINE OF SAID WEST ½ OF THE SOUTHWEST ¼ OF SECTION 17 (SAID INTERSECTION BEING 936.53 FEET NORTH OF THE SOUTH LINE OF SAID SECTION); THENCE SOUTH 42 DEGREES 03 MINUTES 40 SECONDS WEST, 50.00 FEET TO A POINT OF BEGINNING AT THE SOUTHWESTERLY LINE OF RAND ROAD (SAID LINE BEARING SOUTH 42 DEGREES 03 MINUTES 40 SECONDS WEST BEING A STRAIGHT LINE DRAWN FROM SAID POINT OF COMMENCEMENT IN THE CENTER LINE OF RAND ROAD TO A POINT THAT IS 775 FEET NORTH OF THE SOUTH LINE AND 748.33 FEET WEST OF THE EAST LINE OF SAID WEST ½ OF THE SOUTHWEST ¼ OF SECTION 17); THENCE CONTINUING SOUTH 42 DEGREES 03 MINUTES 40 SECONDS WEST ALONG SAID LAST DESCRIBED LINE, 426.58 FEET; THENCE SOUTH 47 DEGREES 56 MINUTES 20 SECONDS EAST, 11.16 FEET; THENCE NORTH 42 DEGREES 03 MINUTES 40 SECONDS EAST, 58.12 FEET; THENCE NORTH 47 DEGREES 56 MINUTES 20 SECONDS WEST, 5.12 FEET; THENCE NORTH 42 DEGREES 02 MINUTES 08 SECONDS EAST, 368.47 FEET TO THE SOUTHWESTERLY LINE OF RAND ROAD; THENCE NORTH 47 DEGREES 57 MINUTES 52 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE OF RAND ROAD, 5.88 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

*Check Annex of Building Shopping Center  
Building Heights, etc.*

*Per 03-17-302-074-0000  
63-17-302-054-0000*

*Cook County Clerk's Office*

# UNOFFICIAL COPY

EXHIBIT "F"

SITE PLAN

[INTENTIONALLY LEFT BLANK ON RECORDED COPY]

99322485

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

99322485

## CONSENT OF LENDER TO EASEMENT AGREEMENT

The undersigned, General Electric Capital Corporation, a New York corporation, ("Lender"), the secured party under: (a) that certain Mortgage dated September 14, 1994 and recorded September 20, 1994 among the Deed Records of Cook County, Illinois at Document No. 94821006 made by American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated July 20, 1994 and known as Trust No. 118561-01 to Lender; (b) that certain Mortgage, Security Agreement and Fixture Filing, dated August 11, 1998 and recorded August 21, 1998 among the Deed Records of Cook County, Illinois at Document No. 98742831 made by Arlington, LLC to Lender; and (c) that certain Mortgage, Security Agreement and Fixture Filing, dated September 4, 1998 and recorded September 21, 1998, 1998 among the Deed Records of Cook County, Illinois at Document No. 98840058, made by Arlington, LLC to Lender (collectively "Mortgages"), as more particularly set forth in said Mortgages, hereby executes this Consent of Lender to evidence its consent to the terms and provisions of the foregoing and annexed Declaration of Grant of Cross Access Easement (the "Declaration"). Lender hereby agrees that the lien, operation and effect of the Mortgages shall at all times be and remain subject and subordinate to the terms and provisions contained in the Declaration, and that a foreclosure, grant in lieu of foreclosure, or exercise of a power of sale under the Mortgages shall not terminate, extinguish or affect in any way the Declaration, or the matters set forth therein.

**GENERAL ELECTRIC CAPITAL CORPORATION**  
a New York corporation

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

Name: MARC SWERDLOW

Title: Senior Operations Manager

ATTEST:

\_\_\_\_\_  
Name: John Bonino

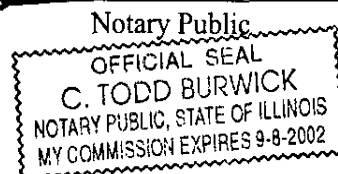
Title: ASST. VICE PRESIDENT

STATE OF IL)

COUNTY OF Cook)

Personally appeared before me, a Notary Public in and for the above County and State, Marc Swerdlow and John Bonino known personally by me and acknowledged by me to be on the date of execution the Sr. Oper. Mgr and Asst. V.P of General Electric Capital Corporation, and he/she executed the foregoing for and on behalf of said Company.

Witnessed by hand and this notarial seal, this 30 day of October, 1999.



# UNOFFICIAL COPY

PRELIMINARY PLAT OF SUBDIVISION

## THE ANNEX OF ARLINGTON PHASE II

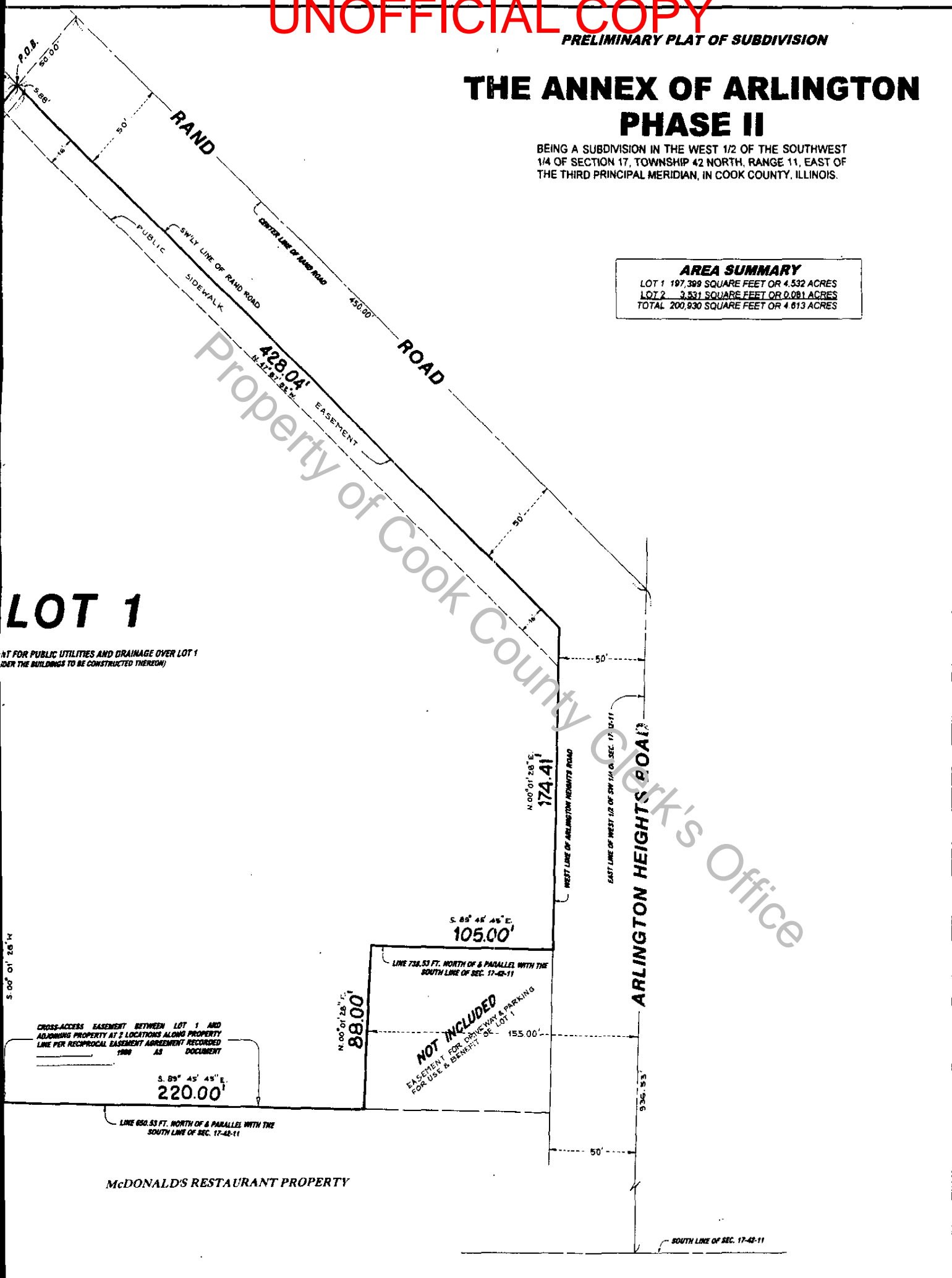
BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST  
1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 11, EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### AREA SUMMARY

LOT 1 197,389 SQUARE FEET OR 4.532 ACRES  
LOT 2 3,531 SQUARE FEET OR 0.081 ACRES  
TOTAL 200,920 SQUARE FEET OR 4.613 ACRES

# LOT 1

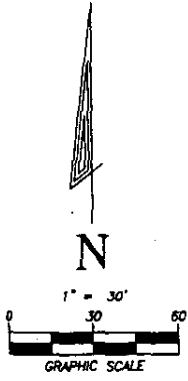
NOT FOR PUBLIC UTILITIES AND DRAINAGE OVER LOT 1  
(UNDER THE BUILDINGS TO BE CONSTRUCTED THEREON)



Property of Cook County Clerk's Office

# UNOFFICIAL COPY

EXHIBIT "F"



99322485

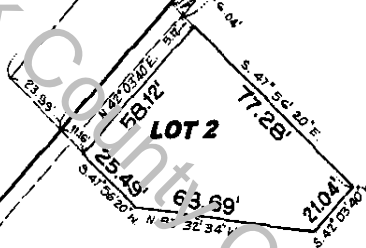
Property of Cook County Clerk's Office

THE ANNEX OF ARLINGTON PHASE I

N 22° 03' 08" E, 122.57'  
30 FT. EASEMENT FOR INGRESS & EGRESS  
RECORDED

308.95'  
S 41° 52' 20" E, 77.28'  
336.87' N 22° 03' 08" E  
DISSEMINATED EASEMENT  
ADJACENT PROPERTY FOR  
RECIPROCAL EASEMENT  
DOCUMENT

S 42° 03' 40" W,  
567.94'



BLANKET EASEMENT  
(EXCEPT ...)

POINT 75.00 FT. NORTH OF THE SOUTH LINE &  
78.33 FT. WEST OF THE EAST LINE OF WEST 1/2  
OF SW 1/4 OF SEC. 17-42-11

LINE PARALLEL WITH THE SOUTH LINE OF SEC. 17-42-11

373.33'  
S 63° 45' 45" E

THE ENCLAVE CONDOMINIUM

LINE 575.00 FT. WEST OF & PARALLEL WITH THE  
EAST LINE OF SEC. 17-42-11