

**DECLARATION OF GRANT
OF DRIVEWAY AND
CROSS ACCESS EASEMENTS**



This DECLARATION OF GRANT OF DRIVEWAY AND CROSS ACCESS EASEMENTS (the "Declaration") is made as of this 31st day of March, 1999, by and between ARLINGTON, LLC, an Illinois limited liability company ("Grantor"), and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under Trust No. 118561-01 dated July 20, 1994 ("Grantee").

780 3171 / 7794276 / 7794281 P.S Kelly

RECITALS:

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

- A. Grantor 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 "A" attached hereto and made a part hereof.
- B. Grantee 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 "B" attached hereto and made a part hereof.
- C. The Village of Arlington Heights (the "Village") has sought the comprehensive development of the parcels which comprise Annex II as one commercial retail center (the "Development").
- D. The Village has asked and Grantor has agreed to grant certain easements for the benefit of Annex I.
- E. Grantor desires to grant to Grantee a perpetual, non-exclusive easement across and over the "Driveway Easement Tract" (as hereinafter defined), for the purpose of providing Grantee a means of ingress and egress, by, to and from the Annex I to the public street commonly known as Arlington Heights Road, all as more fully set forth below.
- F. Grantor desires 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, by, to and from the Annex I to the public street commonly known as Rand Road for truck and delivery traffic, all as more fully set forth below.
- G. The parties wish to make certain agreements regarding the easements created herein.

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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:

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

2. Driveway Easement. For so long as a commercial retail center exists on Annex I, Grantor hereby grants, gives and conveys to Grantee and its successors and assigns, a non-exclusive and perpetual easement, appurtenant to Annex I, over, along, across and through those portions of Annex II legally described on Exhibit "C" attached hereto and made a part hereof (the "Driveway Easement Tract") and depicted on the site plan attached hereto as Exhibit "D" and made a part hereof (the "Site Plan"), for the purpose and benefit of providing Grantee and Grantee's Permittees with the perpetual, non-exclusive right for pedestrian and vehicular ingress and egress over and across the Driveway Easement Tract for access to and from the Annex I to the public street commonly known as Arlington Heights Road. Notwithstanding the foregoing, (i) Grantee's and Grantee's Permittees' use of the Driveway Easement Tract must not interfere with Grantor's present or future use of Annex II; and (ii) Grantee's and Grantee's Permittees' use of the Driveway Easement Tract shall not include trucks, delivery, construction, maintenance or commercial vehicles.

3. Cross Access Easement. Grantor hereby grants, gives and conveys to Grantee and its successors and assigns, a non-exclusive and perpetual easement, appurtenant to Annex I, over, along, across and through those portions of Annex II legally described on Exhibit "E" attached hereto and made a part hereof and depicted on the Site Plan (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 truck and delivery traffic access to and from Annex I to the public street commonly known as Rand Road and for ingress and egress to and from the Driveway Easement Tract by vehicles other than the foregoing. Notwithstanding the foregoing, the grant of this Cross Access Easement shall not take effect nor remain in effect unless a reciprocal easement for Grantor's use of the Cross Access Easement Tract is maintained in favor of Grantor by Grantee as more fully set forth below.

4. Reservation of Rights. Subject to the terms of this Declaration, Grantor reserves the following rights with respect to the Driveway and Cross Access Easements granted herein so long as the exercise by Grantor of such rights does not unreasonably interfere with Grantee's use of the Driveway and Cross Access Easement Tracts for the purposes herein granted:

(i) The right to use the surface areas of Annex II and the non-exclusive right to use the subsurface areas of Annex II for any reason and in such a manner as Grantor shall deem proper, in its sole discretion;

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

(iii) Provided that Grantor acquires any legally required municipal approvals, the right at any time and from time to time to relocate or alter the Driveway and Cross Access Easement Tracts or any part thereof to a different portion of Annex II provided that Grantee will be provided with substantially the same access; and

(iv) The right to perform maintenance and repairs on any part of Annex II, including, but not limited to, the paving and re-striping of parking lots. In conjunction with said maintenance and repairs, Grantor reserves the right to restrict access to various areas of Annex II while said maintenance and repairs are being performed.

5. 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 or above the surface of the Driveway or Cross Access Easement Tracts.

6. 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 II or the Driveway or Cross Access Easement Tracts. Furthermore, Grantee shall not interfere with the use of any easement hereafter granted on, under, above, or across Annex II or the Driveway or Cross Access Easement Tracts or with any other use of the Driveway or Cross Access Easement Tracts so long as such easement, the use thereof or any other use does not materially interfere with Grantee's rights hereunder.

7. Indemnity and Insurance. (a) During the Term of the easements 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 One Million Dollars (\$1,000,000.00) per occurrence combined single limit bodily injury, personal injury and property damage (with umbrella coverage of not less than a \$5,000,000.00 limit of liability per occurrence combined single limit bodily injury, personal injury and property damage), naming Grantor and its successors, grantees and assigns as an additional insured and insuring against any and all damages resulting by reason of any injury or death suffered or any property damage sustained by any person while in, upon or around Annex II, as a result of the negligence or willful misconduct of Grantee or its Permittees upon Annex II. 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 Bests' Key Rating Guide. Within fifteen (15) days of the written request of Grantor, Grantee shall deliver to Grantor a certificate from its insurance provider evidencing said insurance coverage.

(b) Grantee shall defend, indemnify and hold Grantor and its 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 or maintenance of any of the easements contained herein by Grantee or its Permittees.

8. Conditions. The grants, agreements, covenants and restrictions contained in this Declaration are contingent upon the satisfaction by Grantee of all conditions stated herein including the conditions that (i) Grantee has granted, given and conveyed to Grantor and its successors and assigns, a non-exclusive and perpetual easement, over, across and through Annex I, for the purpose of providing Grantor and its Permittees with the perpetual, non-exclusive right for pedestrian and vehicular ingress and egress over and across Annex I for access to and from Annex II to the public street commonly known as Rand Road; and (ii) Grantee has obtained the recorded consent and subordination of all applicable mortgagees to the grant of said easement.

9. 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. In the event that one person or entity shall become the owner of both Annex I and Annex II, this Declaration shall continue in effect and shall not merge into the fee simple interest acquired by such person or entity in both properties.

10. 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.

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

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

12. 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 Grantor, and Grantee shall release such easement rights which Grantee shall no longer require by a recordable document satisfactory to Grantor.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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

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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 said Trustee as a Grantee in this Declaration contained, either express or implied, all such personal liability, if any, being expressed waived and released.

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: Mara R. Wilkow

Title: President

GRANTEE:

**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. Neary

Title: Trust Officer

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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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 31st day of March, 1999.



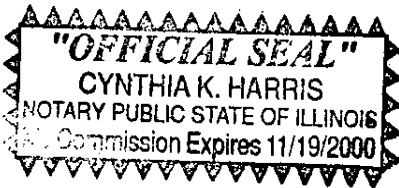
Jennifer L. Harshbarger
Notary Public

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 30th day of March, 1999.

Cynthia K. Harris
Notary Public



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EXHIBIT "A"

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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, 120.00 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

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EXHIBIT "A" (Cont'd)

ANNEX II
LEGAL DESCRIPTION

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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, 21.04 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.)

area Annex of Arlington Shopping Center
Arlington Heights, Illinois

Plot # 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

Prepared by + Mail to:

Doug Ellis

Neal Jensen & Esenberg

2 N. LaSalle, Suite 2100

Chicago, IL 60602

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EXHIBIT "B"

ANNEX I LEGAL DESCRIPTION

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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 230 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.

Chk Annex of Aubrey Shopping Center
Aubrey Heights, Illinois

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

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EXHIBIT "C"

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DRIVEWAY EASEMENT TRACT LEGAL DESCRIPTION

A DRIVEWAY 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, 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 ALONG A LINE HEREINAFTER REFERRED TO AS LINE "A", 214.00 FEET TO A POINT OF BEGINNING (SAID LINE "A" 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 THE WEST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 17); THENCE SOUTH 47 DEGREES 57 MINUTES 52 SECONDS EAST, 365.88 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 28 SECONDS WEST, 135.63 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 45 SECONDS EAST, 51.00 FEET TO A LINE 155.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 17; THENCE SOUTH 00 DEGREES 01 MINUTES 28 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 24.00 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 45 SECONDS WEST, 51.00 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 28 SECONDS WEST, 22.00 FEET TO A LINE 650.53 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 17; THENCE NORTH 89 DEGREES 45 MINUTES 45 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 24.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 28 SECONDS EAST, 170.86 FEET; THENCE NORTH 47 DEGREES 57 MINUTES 52 SECONDS WEST, 355.21 FEET TO SAID LINE "A"; THENCE NORTH 42 DEGREES 03 MINUTES 40 SECONDS EAST ALONG SAID LINE "A", 24.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Area *Area* *of* *Adapt* *Shopping* *Center*
Adapt *Heights*, *Illinois*

File # *03-17-302-054-0000*

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EXHIBIT "D"

SITE PLAN

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Property of Cook County Clerk's Office

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EXHIBIT "E"

CROSS ACCESS EASEMENT TRACT LEGAL DESCRIPTION

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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, 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 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 THE WEST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 17); THENCE SOUTH 47 DEGREES 57 MINUTES 52 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE OF RAND ROAD, 15.88 FEET; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 32.18 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 60 DEGREES 28 MINUTES 14 SECONDS WEST, 31.62 FEET); THENCE SOUTH 42 DEGREES 02 MINUTES 08 SECONDS WEST, 532.46 FEET TO A LINE 775.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION; THENCE NORTH 89 DEGREES 45 MINUTES 45 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 8.23 FEET TO A POINT THAT IS 748.33 FEET WEST OF THE EAST LINE OF THE WEST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 17; THENCE NORTH 42 DEGREES 03 MINUTES 40 SECONDS EAST, 567.94 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Cook County Clerk's Office

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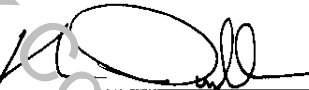
CONSENT OF LENDER TO EASEMENT AGREEMENT

99322487

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 Driveway and Cross Access Easements (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

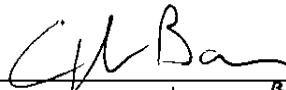
By:



Name: MARC SWERDLOW

Title: Senior Operations Manager

ATTEST:



Name: JOHN BONINO

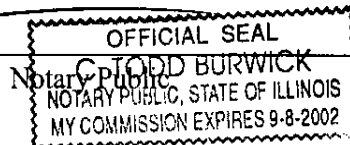
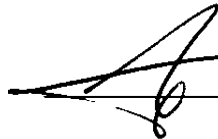
Title: ASST. VICE PRESIDENT

STATE OF _____)

COUNTY OF _____)

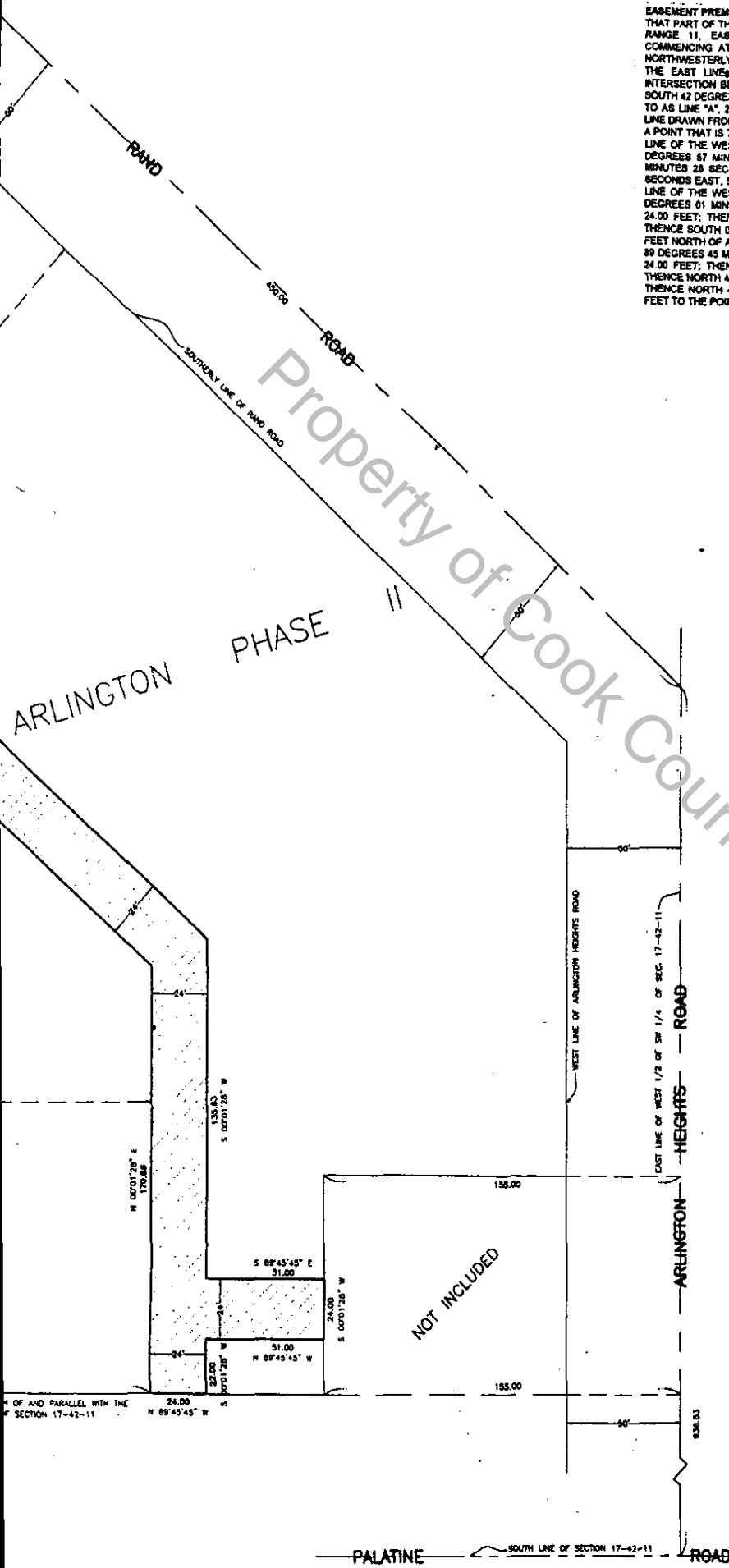
Personally appeared before me, a Notary Public in and for the above County and State, Marc Swerdlow and John Bonino known personally by me and acknowledged by me to be on the date of execution the sr. Oper. Mgr. and Asst. V.P. of General Electric Capital Corporation, and he/she executed the foregoing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

Witnessed by hand and this notarial seal, this 3th day of MARCH, 1999.



UNOFFICIAL COPY PLAT OF EASEMENT

EASEMENT PREMISES:
 THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, 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 1/2 OF THE SOUTHWEST 1/4 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 ALONG A LINE HERINAFTER REFERRED TO AS LINE "A", 214.00 FEET TO A POINT OF BEGINNING (SAID LINE "A" 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 THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 17); THENCE SOUTH 47 DEGREES 57 MINUTES 52 SECONDS EAST, 363.88 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 28 SECONDS WEST, 135.83 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 45 SECONDS EAST, 51.00 FEET TO A LINE 155.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE SOUTH 00 DEGREES 01 MINUTES 28 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 24.00 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 45 SECONDS WEST, 51.00 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 28 SECONDS WEST, 22.00 FEET TO A LINE 650.53 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 17; THENCE NORTH 89 DEGREES 45 MINUTES 45 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 24.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 28 SECONDS EAST, 170.86 FEET; THENCE NORTH 47 DEGREES 57 MINUTES 52 SECONDS WEST, 355.21 FEET TO SAID LINE "A"; THENCE NORTH 42 DEGREES 03 MINUTES 40 SECONDS EAST ALONG SAID LINE "A", 24.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.



Property of Cook County Clerk's Office

99322487

STATE OF ILLINOIS
 COUNTY OF DUPAGE)SS
 I, EDWARD J. MOLLOY, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE PLAT HEREON DRAWN HAS BEEN PREPARED UNDER MY DIRECTION FROM PLATS OF SURVEY BY OTHERS AND FROM INSTRUMENTS OF PUBLIC RECORD FOR THE PURPOSE OF ILLUSTRATING A LEGAL DESCRIPTION AND AS SUCH IS A CORRECT REPRESENTATION OF THE PROPERTY DESCRIBED HEREON. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
 BENSENVILLE, ILLINOIS, DATED THIS 25 DAY OF MARCH A.D. 1999

Edward J. Molloy
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 1817

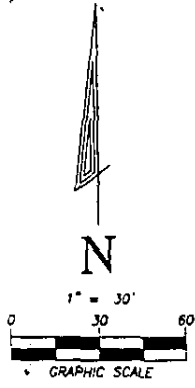


PREPARED BY:
EDWARD J. MOLLOY & ASSOCIATES, LTD.
 LAND & CONSTRUCTION SURVEYORS

1230 MARK STREET, BENSENVILLE, ILLINOIS 60106 (630) 595-2800 FAX (630) 595-4700

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EXHIBIT "D"
Page 2 of 2



99322487

Property of Cook County Clerk's Office

P.O.B.

N 47°00'00" E
24.00'

S 47°00'00" W
184.00'

30.00'

P.O.C.

184.00'

S 47°00'00" E
346.00'

N 47°00'00" W
184.00'

ANNEX OF
EASEMENT PREMISES

FROM 775.00 FT. NORTH OF THE
SOUTH LINE OF SEC. 17-42-11
TO THE SOUTH LINE OF THE
EASEMENT 1/2 OF SEC. 17-42-11

LINE 775.00 FT. NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SEC. 17-42-11

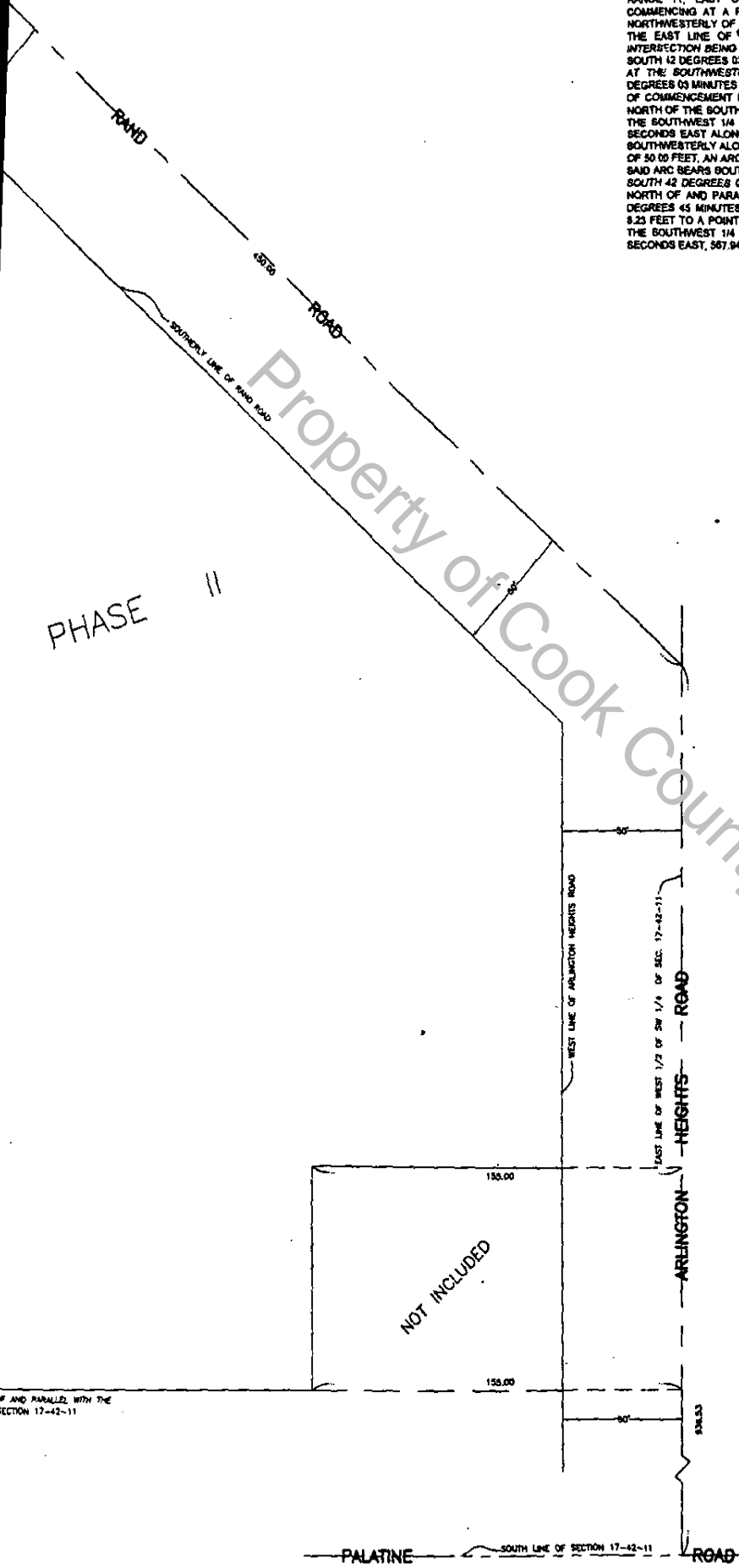
LINE 630.53
500'

FOR: M & J WILKOW
ORDER NO.: 990210-B2
FILE: 17-42-11
PROJECT NO.: 809

UNOFFICIAL COPY PLAT OF EASEMENT

EASEMENT PREMISES:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, 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 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, SAID INTERSECTION BEING 938.33 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 THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 17); THENCE SOUTH 47 DEGREES 57 MINUTES 52 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE OF RAND ROAD, 15.88 FEET; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 32.18 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 00 DEGREES 28 MINUTES 14 SECONDS WEST, 31.82 FEET); THENCE SOUTH 42 DEGREES 02 MINUTES 06 SECONDS WEST, 532.48 FEET TO A LINE 775.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION; THENCE NORTH 89 DEGREES 45 MINUTES 45 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 8.23 FEET TO A POINT THAT IS 748.33 FEET WEST OF THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE NORTH 42 DEGREES 03 MINUTES 40 SECONDS EAST, 567.94 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.



99322487

STATE OF ILLINOIS
COUNTY OF DUPAGE JSS

I, EDWARD J. MOLLOY, A PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE PLAT HEREON DRAWN HAS BEEN PREPARED UNDER MY DIRECTION FROM PLATS OF SURVEY BY OTHERS AND FROM INSTRUMENTS OF PUBLIC RECORD FOR THE PURPOSE OF ILLUSTRATING A LEGAL DESCRIPTION AND AS SUCH IS A CORRECT REPRESENTATION OF THE PROPERTY DESCRIBED HEREON. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

BEANSVILLE, ILLINOIS, DATED THIS 25 DAY OF MARCH A.D. 1999

Edward J. Molloy
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 1817

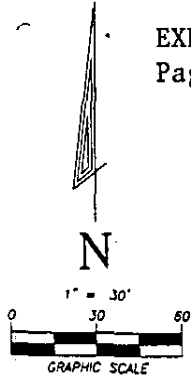


PREPARED BY:
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EXHIBIT "D"
Page 1 of 2



EASEMENT PREMISES

99322487

Property of Cook County Clerk's Office

PROPOSED ANNEX OF

ARLINGTON

THE 1/2 ACRES (17,424 SQ. FT.) OF THE
SOUTH 1/2 OF SECTION 17-42-11
THE EAST LINE OF WHICH IS THE
EAST LINE OF SECTION 17-42-11

8.23
N 87°45'45" W

LINE 773.00 FT. NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SEC. 17-42-11

LINE 650.5
50

FOR: M & J WILKOW
ORDER NO.: 990210-B1
FILE: 17-42-11
PROJECT NO.: 809