

2018 PUD Condition of Approval

**Referenced during the 2-24-21 Plan Commission
Hearing**

Condition of 2018 PUD Approval:

The Petitioner shall continue to work with the Weber Packaging Solutions and the Village of Arlington Heights on acceptable improvements, as determined by the Village of Arlington Heights, to the shared private access roadway to provide for adequate passenger vehicle/truck traffic separations. This may include, but is not limited to, striping of the access driveway and landscape barriers to separate and protect vehicular movements.

Correspondence between Hamilton and Weber
Regarding cancellation of Water Main Easement
Agreement

Referenced during the 2-24-21 Plan Commission
Hearing

Bruce Garner

From: Thomas W. Winkler <tom@winkler-law.com>
Sent: Monday, February 11, 2019 1:45 PM
To: Bruce Garner
Cc: Mike Wauterlek
Subject: Re: Weber Marking Systems, Inc./Arlington Heights 1 LLC

Bruce-----

Will do.

THOMAS W. WINKLER, JD, CPA

ATTORNEY

THE WINKLER GROUP LLC

1699 E. Woodfield Road, Suite 400, Schaumburg, IL 60173

Office: (847) 466-5280 | Facsimile: (847) 466-5330

Email: tom@winkler-law.com | Website: www.winkler-law.com



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From: Bruce Garner <BGarner@slg-atty.com>
Sent: Friday, February 8, 2019 4:04 PM
To: Thomas W. Winkler

Bruce Garner

From: Bruce Garner
Sent: Friday, February 8, 2019 4:04 PM
To: 'Thomas W. Winkler'
Cc: Mike Wauterlek
Subject: Weber Marking Systems, Inc./Arlington Heights 1 LLC
Attachments: Winkler 020819.pdf

Tom – please see attached correspondence.

Regards,
Bruce

Bruce E. Garner
Law Offices of
Schirott, Luetkehans & Garner, LLC
105 E. Irving Park Rd.
Itasca, IL 60143
Ph: (630) 773-8500
Direct: (630) 760-4602
Cell: (630) 632-5809
Fax: (630) 773-1006
email: bgarner@slg-atty.com
<http://www.slg-atty.com/>

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SCHIROTT, LUETKEHANS & GARNER, LLC; 630-773-8500.

LAW OFFICES OF
SCHIROTT, LUETKEHANS & GARNER, LLC

105 EAST IRVING PARK ROAD
ITASCA, ILLINOIS 60143
www.slg-atty.com

BRIAN J. ARMSTRONG
BRUCE E. GARNER
PHILLIP A. LUETKEHANS

TELEPHONE (630) 773-8500
FAX (630) 773-1006

JAMES R. SCHIROTT (RETIRED)

February 8, 2019

VIA FEDERAL EXPRESS
(Next Business Day Delivery)
& EMAIL TRANSMISSION
tom@winkler-law.com

Thomas W. Winkler
The Winkler Group, LLC
1699 E. Woodfield Rd., Ste. 400
Schaumburg, IL 60173

Re: 703-709, 715-723 W. Algonquin Rd., Arlington Heights, Illinois
Arlington Heights Petition No. 17-013
Our File No. 4181

Dear Mr. Winkler:

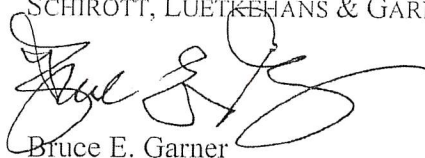
Please be advised that as of today's date the following documents sent to you on December 20, 2018 bearing my client's signature are no longer valid or effective, and any offer(s) on behalf of Arlington Heights I LLC connected therewith are hereby withdrawn:

1. Watermain Easement Agreement; and
2. Easement Amendment.

Please either destroy those documents or simply return them to me at your earliest convenience. If you have any questions or wish to discuss this matter more thoroughly, please do not hesitate to contact me directly at (630) 632-5809.

Very truly yours,

THE LAW OFFICES OF
SCHIROTT, LUETKEHANS & GARNER, LLC



Bruce E. Garner

BEG/daa
c: John Wauterlek
Michael Wauterlek

**Agreement between Village and Hamilton to Authorize
Water Main within Village Easement on Weber Property**

**Referenced during the 2-24-21 Plan Commission
Hearing**

Bruce Garner

From: Ward, Robin <rward@vah.com>
Sent: Wednesday, March 6, 2019 4:04 PM
To: Bruce Garner
Cc: Papierniak, Cris; Musinski, Jeff; Shirley, Scott
Subject: Agreement
Attachments: AH1 Agreement clean.docx

Bruce -

The Village Manager has agreed that the Village can have the work performed under its easement authority. I have attached a copy of the agreement that is ready for signature. After you have returned a signed contract to me, I will have the Village Manager sign. Once the agreement is fully executed, your folks can meet with Jeff Musinski to determine a plan. When we know the cost and the work schedule, we will provide the notice to Weber.

I am out of town on vacation as of tomorrow until next Tuesday (although I will read my emails).

Robin R. Ward

In-House Counsel

Village of Arlington Heights
33 S. Arlington Heights Road
Arlington Heights, IL 60005
Phone - 847-368-5700
rward@vah.com
Fax - 847-368-5977

Please consider the environment before printing this email.

AGREEMENT

This Agreement is made this ____ day of _____, 2019 by ARLINGTON HEIGHTS 1 LLC, an Illinois limited liability company ("AH1") and the Village of Arlington Heights, an Illinois Municipal Corporation ("Village").

WHEREAS, AH1 currently holds fee simple title to that certain parcel of real property (the "Property") located within the Village of Arlington Heights, Illinois and more particularly described on Exhibit A attached hereto and by this reference incorporated herein;

WHEREAS, the development plans of AH1 require a connection to a water main and the most cost-effective water main is located in a public utility easement ("Easement Parcel") adjacent to the Property;

WHEREAS, the Village agrees to undertake the construction to connect AH1 to the water main in the adjacent public utility easement in return for AH1's promise to reimburse the Village for its actual costs in said construction.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. The recitals above are incorporated herein as substantive provisions of this Agreement;

2. AH1 agrees that it will reimburse the Village for all actual construction costs incurred by the Village connecting the water supply between the AH1 Property and the water main in the adjacent utility easement. These costs include all labor costs and all equipment costs, whether the work is performed by the Village or a contractor.

3. Unless AH1 or its successors or assigns have obtained easement rights for the water main on the Easement, should any repairs or maintenance to the water main constructed pursuant to this Agreement be necessary after installation of same, the Village shall conduct or cause to be conducted said repairs/maintenance and AH1 shall promptly reimburse the Village the actual costs thereof. At any time at which AH1 or its successors or assigns have received rights to access the Easement for purposes related to the water main, all obligations of the Village with regard to the water main shall cease.

4. Should the Applicant fail to pay any invoice in a timely manner, the Village may pursue any and all remedies available, including pursuing collection of the amount due or recording a lien against the Property.

5. AH1 agrees to indemnify, defend and hold harmless the Village of Arlington Heights, its officers, employees, and agents against any and all loss, liability, damage, claims, costs and expenses, including attorneys' fees, which it may hereafter suffer, incur, be put to or pay out as a result of any work performed pursuant to this Agreement. AH1 shall, at its own expense, appear, defend and pay all fees of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith. If any judgments shall be rendered against the Village in any such action, the undersigned shall satisfy and discharge that judgment excluding only such claims,

demands or losses which result from the sole negligence of the Village of Arlington Heights or its officers, agents or employees.

6. This Agreement shall be binding between all successors and assigns and shall be a covenant running with the Property hereinbefore legally described.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

ARLINGTON HEIGHTS 1 LLC,
an Illinois Limited Liability Company

VILLAGE OF ARLINGTON HEIGHTS,

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Provisions of Existing Shared Drive Aisle Easement

**Referenced during the 2-24-21 Plan Commission
Hearing**

Cover Page



Order: 18014831WH

Created By:WESBCTILCPU287

Created On:9/14/2018 5:10 PM

Last Search Date:9/26/2018 11:53 PM

Company: CHICAGO TITLE | SOUTH SUBURBAN CPU | 01 | CRN: 00021-00287

Order Comments:

Search Type	Search Parameters	State/County	Status
Info	Image: 608244082 REC ALL	IL / Cook	Success

303 West Madison Street, #1700

Prepared by:

Thomas W. Winkler

Leff, Cohen & Winkler, Ltd.

~~233 South Wacker Drive, Suite 9750~~

Chicago, IL 60606

After Recording Return to:

Thomas W. Winkler

Leff, Cohen & Winkler, Ltd.

303 West Madison Street, #1700

Chicago, IL 60606



0608244082

Doc#: 0608244082 Fee: \$62.50

Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds

Date: 03/23/2006 01:33 PM Pg: 1 of 20

EASEMENT AGREEMENT

This Easement Agreement is made and entered into by and between Joseph A. Weber, Jr., Trustee of the Joseph A. Weber, Jr. Declaration of Trust, originally dated May 1, 1975, as amended, (hereinafter referred to as "Weber"), Arlington Oak Pointe L.L.C., an Illinois limited liability company (hereafter referred to as "Oak Pointe"), Weber Marking Systems, Inc., an Illinois corporation (hereinafter referred to as "WMS"), and ~~LaSalle National Association, Successor Trustee to LaSalle National Bank and Trust Company of Chicago~~, as Trustee under Trust Agreement #795, not personally, but solely as Trustee (hereinafter referred to as "LaSalle"). The following recitals are a material part of this Agreement:

Recorder's Stamp

A. Weber is the owner of a tract of vacant land located adjacent to Algonquin Road consisting of approximately 3.997 acres, legally described as follows and referred to

* LaSalle Bank National Association as
Successor Trustee to American National
Bank and Trust Company of Chicago

herein as the "**Weber Parcel**": See Exhibit A attached hereto and made a part hereof.

B. Oak Pointe is the owner of a parcel of land containing approximately 306,387 square feet and located immediately to the east of the Weber Parcel adjacent to Algonquin Road, improved with a commercial building containing approximately 97,000 square feet, and legally described as follows and referred to herein as the "**Oak Pointe Property**": See Exhibit B attached hereto and made a part hereof.

C. WMS is the owner of a parcel of land containing approximately 643,500 square feet and located immediately to the south of the Weber Parcel, improved with an industrial building, and legally described as follows and referred to herein as the "**WMS Plant**": See Exhibit C attached hereto and made a part hereof.

D. LaSalle is the owner of a parcel of land containing approximately 355,706 square feet and located immediately to the south of the Oak Pointe Building, improved with a commercial building, and legally described as follows and referred to herein as the "**Weber Atrium**": See Exhibit D attached hereto and made a part hereof.

E. Weber, Oak Pointe, WMS, and LaSalle desire to grant easements upon the terms and conditions herein set forth.

F. The easements being granted herein are for the benefit of Weber, Oak Pointe, WMS, and LaSalle and subject to the conditions herein set forth.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following is hereby agreed to by all of the parties hereto (sometimes referred to singularly as a "**Party**" and collectively as the "**Parties**"):

1. **Grant by Weber.** Weber hereby grants to Oak Pointe, WMS, and LaSalle as an easement appurtenant to the Oak Pointe Property, the WMS Plant, and Weber Atrium, a perpetual easement for ingress and egress over, under and across the Weber Easement Premises. The Weber Easement Premises is commonly referred to as "Outlot B" in Weber's Resubdivision and that property located southeast of Outlot B and identified as a "Non-Exclusive Ingress and Egress Easement" on the Weber's Resubdivision Plat (but not included within the boundaries of Weber's Resubdivision).

2. **Grant by Oak Pointe.** Oak Pointe hereby grants to Weber, WMS, and LaSalle, as an easement appurtenant to the Weber Parcel, the WMS Plant, and Weber Atrium, a perpetual easement for ingress and egress over, under and across the Oak Pointe Easement Premises. The Oak Pointe Easement Premises is approximately 22' x 189' and identified as a "**Non-Exclusive Ingress and Egress Easement**" on the Oak Pointe Plat of Dedication.

3. **Grant by WMS.** WMS hereby grants to Weber, Oak Pointe, and LaSalle as an easement appurtenant to the Weber Parcel, the Oak Pointe Property, and Weber Atrium, a

perpetual easement for ingress and egress over, under and across the WMS Easement Premises. The WMS Easement Premises commences on the southerly line of Outlot B of Weber's Resubdivision and continues southeasterly approximately 225' in the manner depicted on the Weber's Resubdivision Plat and identified on said Plat as a "Non-Exclusive Ingress and Egress Easement" (the "**Stub Portion**") and then continuing south to the southerly line of the WMS Plant (the "**South Portion**"). The South Portion of the WMS Easement Premises is 22' wide, the easterly boundary being the easterly property line of the WMS Plant.

4. **Grant by LaSalle.** LaSalle hereby grants to Weber, Oak Pointe, and WMS as an easement appurtenant to the Weber Parcel, the Oak Pointe Property, and the WMS Plant, a perpetual easement for ingress and egress over, under and across the LaSalle Easement Premises. The LaSalle Easement Premises commences on the southerly line of the Stub Portion and continues south to the southerly line of the Weber Atrium. The LaSalle Easement Premises is 22' wide, the westerly boundary being the westerly boundary line of the Weber Atrium.

5. **Use of Easement Premises.** The use of the Easement Premises referred to in Paragraphs 1, 2, 3, and 4 above are not confined to present uses of the Weber Parcel, the Oak Pointe Property, the WMS Plant and/or Weber Atrium or to present means of transportation. The installation or maintenance by any of the Parties of pipes, conduits or wires, under, upon or over the Easement Premises is forbidden; provided, however, that Weber's Resubdivision Plat shall provide public utility easements intended to enable the City of Rolling Meadows to install and the Village of Arlington Heights to own and maintain, to the benefit of Weber, Oak Pointe, WMS, LaSalle and other properties, sanitary sewer and potable water facilities. The public utility easement shall also permit the installation and maintenance of other facilities such as electric, gas, telephone and cable by the respective providers. **Exclusive use of the Easement Premises is not granted to any Party. The right to use each and all of the Easement Premises for ingress or egress is expressly reserved to the respective grantors and their successors, assigns, heirs, tenants and invitees. In addition, each respective grantor reserves the right to use the Easement Premises on its own property for any and all purposes whatsoever which shall not unreasonably interfere with any one of the Party's uses thereof in accordance with the easements granted.**

6. **Division of Dominant Tenement and/or Servient Estate.** If the Weber Parcel, the Oak Pointe Property, the WMS Plant and/or Weber Atrium is hereafter divided into two (2) or more parts by separation of ownership, by lease or otherwise, the persons or entities owning, leasing or otherwise occupying such separated parcels shall enjoy the benefits of the easements hereby created.

7. **Parking.** The Parties covenant that vehicles shall not be parked on any of the Easement Premises.

8. **Condition.** This Agreement shall be of no force and effect unless: (i) prior to December 31, 2002, the City of Rolling Meadows acquires the fee title to that property

commonly referred to as the "Public Access Drive" (or "**PAR**") which is to be located on the Weber Parcel pursuant to that certain Economic Development Agreement dated September 25, 2001 by and among the City of Rolling Meadows, an Illinois municipal corporation; WMS; Weber; Bradford Property Corporation, an Illinois corporation; and Meijer Stores Limited Partnership, a Michigan limited partnership (the "**Economic Development Agreement**") and (ii) the City of Rolling Meadows completes all improvements contemplated in that certain City of Rolling Meadows/Oak Pointe Development Agreement dated January 22, 2002, as amended simultaneous herewith, within the timeframes set forth therein.

9. **Release of Prior Obligations.** WMS and Oak Pointe waive and release each other (and their predecessors and successors) from any and all maintenance fees or other costs otherwise required to be paid by either of them pursuant to the following: (i) the two documents each called "22 Foot Easement Grant" dated October 20, 1977 and recorded with the Cook County Recorder of Deeds as Document numbers 24176553 and 24176555 and (ii) the easements recorded as Document Numbers 199417611 and 24176551 (the "**Existing Easements**").

10. **Construction of Private Road.** (a) The Parties acknowledge that the City of Rolling Meadows is responsible for the construction of (i) the PAR to be known as Meijer Drive which will link Algonquin Road and Golf and (ii) that part of the private road which is primarily described in Paragraph 1 of this Easement Agreement (with a small portion of this private road being located on the property described in Paragraph 2); as well as installation of sanitary sewer and potable water facilities for the benefit of Oak Pointe, Weber, WMS, LaSalle and other properties. The obligations of the City of Rolling Meadows are set forth more precisely in the Economic Development Agreement and the Rolling Meadows/Oak Pointe Development Agreement, as amended simultaneous herewith. Since the engineering, planning, and construction of the PAR and the private road identified above (the "**Construction Activities**") are all being controlled or performed by the City of Rolling Meadows, or its agents or representatives, the Parties hereto hereby release each other from any and all claims, actions or damages which may be incurred, suffered or asserted by any Party allegedly or actually arising in connection with the Construction Activities, except that the foregoing release shall not apply to protect any Party from its own negligent or willful acts.

(b) The Parties acknowledge that the Existing Easements are being abrogated pursuant to the Weber's Subdivision Plat and Oak Pointe Plat of Dedication. Until the Construction Activities are completed (but in no event later than December 31, 2003), the Parties hereto agree to abide by the terms and conditions which are set forth in the Existing Easements.

(c) Effective upon the completion of the Construction Activities (but in no event later than December 31, 2003), the Parties hereto agree to abrogate any rights they have with respect to ingress and egress rights which are set forth in the document captioned "25 Foot Easement Grant" dated October 20, 1977 and recorded with the Cook County Recorder of Deeds as document 24176554.

11. Maintenance of Private Road. WMS agrees to repair and maintain, at its sole cost and expense, the private road which is to be located on the Easement Premises referred to in Paragraphs 1, 2, 3, and 4 of this Easement Agreement as well as provide snow and ice removal from the same when reasonably necessary, and keep the same clean, sightly, safe, unobstructed, and in good and usable condition consistent with past practice. With regard to the foregoing, WMS shall comply with any and all applicable federal, state and local zoning and other ordinances, statutes, guidelines, requirements and regulations with which it has knowledge.

All maintenance and repair of the private road shall be made so as to interfere as little as reasonably practicable with the operations of any of the owners of the Weber Parcel, the WMS Plant, the Oak Pointe Property and the Weber Atrium, or their employees, agents, tenants, invitees or licensees; provided, however, that all parties acknowledge and agree that maintenance and repairs will probably be performed during normal business hours and that some reasonable interference with operations is unavoidable.

In the event of an emergency requiring maintenance or repair of the private roadway, if WMS does not undertake the same within a period of time which is reasonable under the circumstances or it does not reasonably appear that WMS will, or will be able to, undertake such maintenance or repair within a reasonable period of time, any other Party hereto may, at its option, and at its sole cost and expense, perform such maintenance or repair and pay any and all costs and charges associated therewith (subject to reimbursement consistent with the second to last grammatical paragraph of this Section 11).

In the event that a failure by WMS to maintain and repair the private roadway as WMS is required to do pursuant to this Agreement results in a material interference with the rights granted to the other Parties by this Agreement or in a material interference with the use or operation of the other Parties' Parcels or the improvements located thereon from time to time, but does not result in an emergency, any of the other Parties may advise WMS in writing of such failure. In the event that WMS fails to remedy such default within ten (10) days after receipt of such notice or, if such default cannot be cured within ten (10) days, in the event that WMS fails to commence the cure of such default within such ten (10) day period and diligently pursue such cure to completion, any other Party may, at its option, perform the obligation which WMS has failed to properly perform hereunder and pay any and all costs and charges associated therewith.

In any event described in the preceding two (2) paragraphs of this Section 11, the performing Party shall be entitled to recover from WMS the reasonable charges, fees, costs and expenses incurred by the performing party (including, if WMS is in default, reasonable attorneys' fees) in connection therewith, together with interest thereon at the prime rate of interest most recently published in the Wall Street Journal plus four percent (4%) from the date of payment. Such charges, fees, costs, expenses and interest shall be paid by WMS within ten (10) days after receipt of a statement thereof from the performing Party.

Each Party which performs any maintenance or repair on the Parcel to which another party holds title shall restore the area affected by such maintenance or repair to the condition existing prior thereto or prior to any damage or disrepair necessitating such maintenance or repair, and any failure to do so shall give the Party which holds title to such area the rights of a non-defaulting Party pursuant to this Section 11.

12. **Running of Benefits and Burdens.** All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the Parties hereto.

13. **Modifications.** No provision of this Agreement shall be modified or amended except by an instrument, in writing, duly executed by the Parties hereto.

14. **Invalidity.** If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements and the remaining portions of this instrument which shall be considered to be severable and enforceable.

15. **Notices.** All notices and other communications given pursuant to this Easement Agreement shall be in writing and shall be deemed properly received if delivered on the first day following delivery to an overnight courier service or on the second business day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, as follows:

If to Weber: Mr. Joseph A. Weber, Jr.
Weber Marking Systems, Inc.
711 West Algonquin Road
Arlington Heights, IL 60005

If to Oak Pointe: Arlington Oak Pointe, L.L.C.
220 Honey Lake Court
North Barrington, IL 60010

If to WMS: Weber Marking Systems, Inc.
711 West Algonquin Road
Arlington Heights, IL 60005
Attention: President

If to LaSalle: ~~LaSalle National Association,
Successor Trustee to~~
**LaSalle Bank National Association as
Successor Trustee to American National
Bank and Trust Company of Chicago,**
~~LaSalle National Bank and Trust Company
of Chicago,~~ as Trustee under
Trust Agreement #795, not personally,
but solely as Trustee

Land Trust Division
135 South LaSalle Street, Suite 2500
Chicago, IL 60603

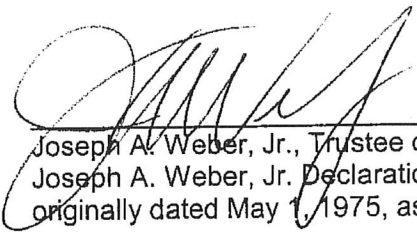
16. **Recording.** This Easement Agreement shall be recorded with the Cook County Recorder of Deeds, following the execution by all Parties. The documents herein referred to as Weber's Resubdivision and the Oak Pointe Plat of Dedication will also be recorded with the Cook County Recorder of Deeds.

[SIGNATURE PAGE FOLLOWS]

G:\WINKLER,TOMEASEMENT AGREEMENT-REVISED.DOC

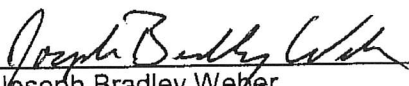
7

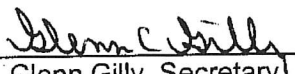
WEBER:


 Joseph A. Weber, Jr., Trustee of the
 Joseph A. Weber, Jr. Declaration of Trust,
 originally dated May 1, 1975, as amended

WMS:

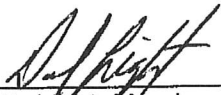
Weber Marking Systems, Inc.,
 an Illinois corporation

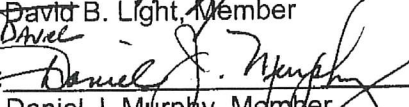
By: 
 Joseph Bradley Weber
 President

ATTEST: 
 Glenn Gilly, Secretary

OAK POINTE:

Arlington Oak Pointe L.L.C., an Illinois
 limited liability corporation

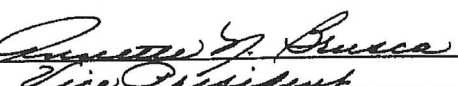
By: 
 David B. Light, Member

By: 
 Daniel J. Murphy, Member

**LaSalle Bank National Association as
 Successor Trustee to American National
 Bank and Trust Company of Chicago**

LA SALLE:

~~LaSalle National Association, Successor Trustee
 to LaSalle National Bank and Trust Company of
 Chicago, as Trustee under Trust Agreement #795,
 not personally, but solely as Trustee~~

By: 
 Title: Vice President

ATTEST:

Title:

**Attestation not required by
 LaSalle Bank National Association**

This instrument is executed by LaSalle Bank National Association, 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.

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Chrisie Brennan, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Joseph A. Weber, Jr., as Trustee of the Joseph A. Weber, Jr. Declaration of Trust, originally dated May 1, 1975, as amended, personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day, in person and acknowledged that as such Trustee, he signed and delivered the said instrument, as his free and voluntary act and, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by of official seal, this 7 day of ~~August~~ October, 2002.

Chrisie Brennan
Notary Public

My commission expires: 3-22-06



ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, Chrisie Brennan, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Joseph Bradley Weber, personally known to me to be the President of Weber Marking Systems, Inc., a corporation of the State of Illinois, and Glenn Gilly, personally known to me to be the Secretary of Weber Marking Systems, Inc., whose names are subscribed to the foregoing instrument, appeared before me this day, in person and severally acknowledged that as such President and Secretary, respectively, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal, this 7 day of ~~August~~ October, 2002.

Chrisie Brennan

Notary Public

My commission expires: 3-22-06

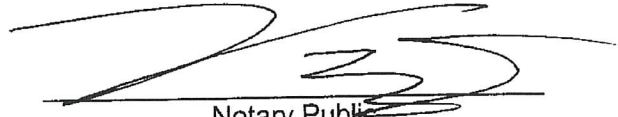


ACKNOWLEDGMENT

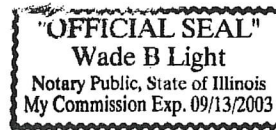
STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, WADE B. Light, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Daniel Light, personally known to me to be the member of Arlington Oak Pointe, an Illinois limited liability company, and 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 as such member he/she signed and delivered the said instrument as his/her free and voluntary act and deed and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by of official seal, this 23rd day of ~~August~~ September, 2002.


 Notary Public

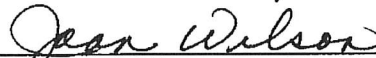
My commission expires: 9/13/03



STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned Notary Public, in and for said County in the State aforesaid, do hereby certify that ANNETTE N. BRUSCA, Vice President of LASALLE BANK NATIONAL ASSOCIATION, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth; and said Vice President did also then and there acknowledge that she, as custodian of the Corporate Seal of said Bank, did affix said Corporate Seal to said instrument as her own free and voluntary act and as the free and voluntary act of said bank for the purposes therein set forth.

Given under my name and notarial seal this 7th day of October, 2002.



Notary Public

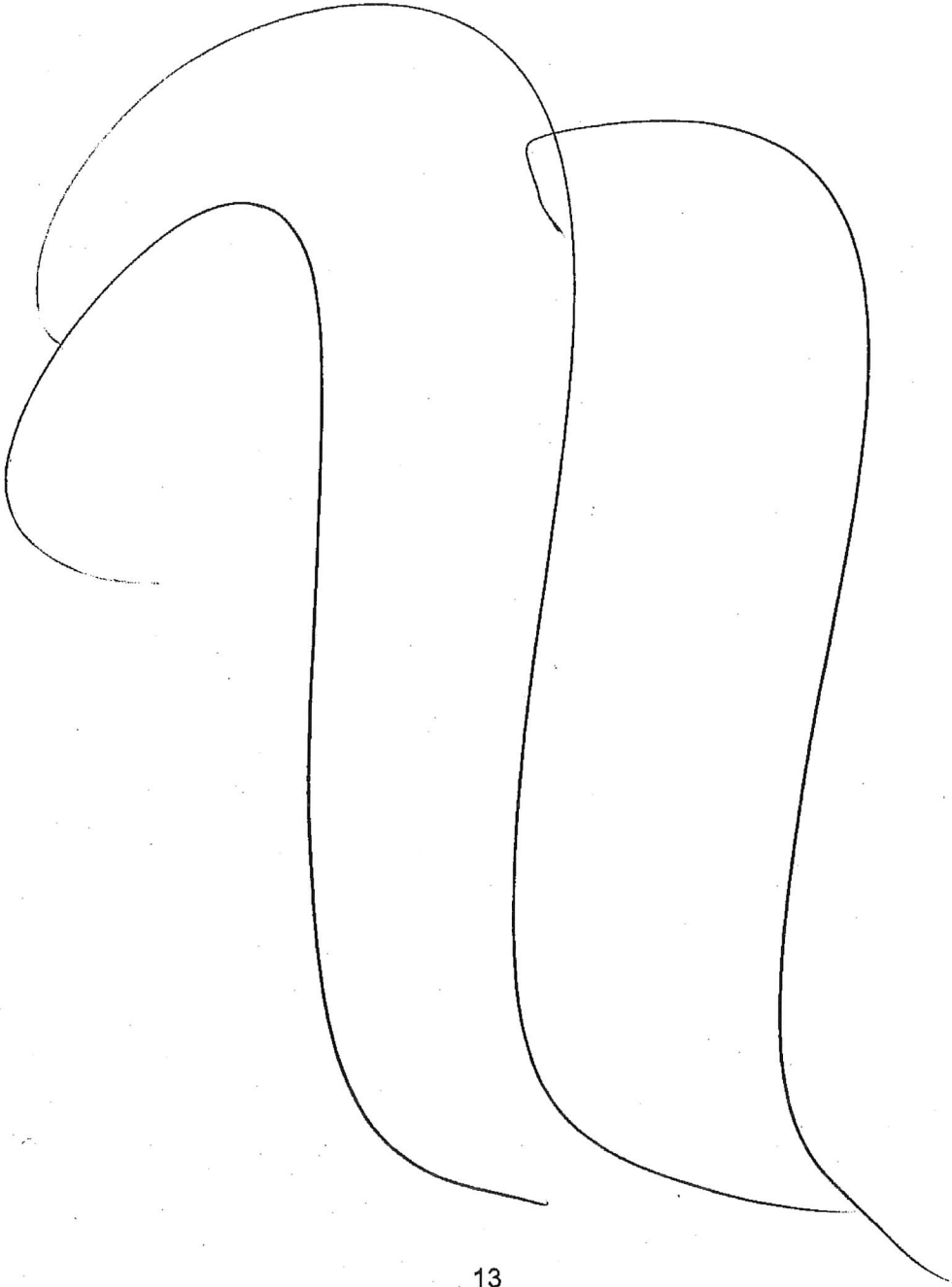
My Commission Expires:



EXHIBIT A

WEBER PARCEL

(LEGAL DESCRIPTION SET FORTH ON NEXT PAGE.)



G:\WINKLER,TOMEASEMENT AGREEMENT-REVISED.DOC 13

EXHIBIT A

P.I.N. 08-16-102-033

THAT PART OF LOT 2 IN CAUDILL'S SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 19, 1943 AS DOCUMENT 13160398 AND PART OF VACATED ELK GROVE ROAD PER INSTRUMENT RECORDED SEPTEMBER 30, 1993 AS DOCUMENT 93782809 AND PART OF LOT 'B' IN WEBER ATRIUM RESUBDIVISION IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 21, 1978 AS DOCUMENT 24731232 DESCRIBED AS FOLLOWS:

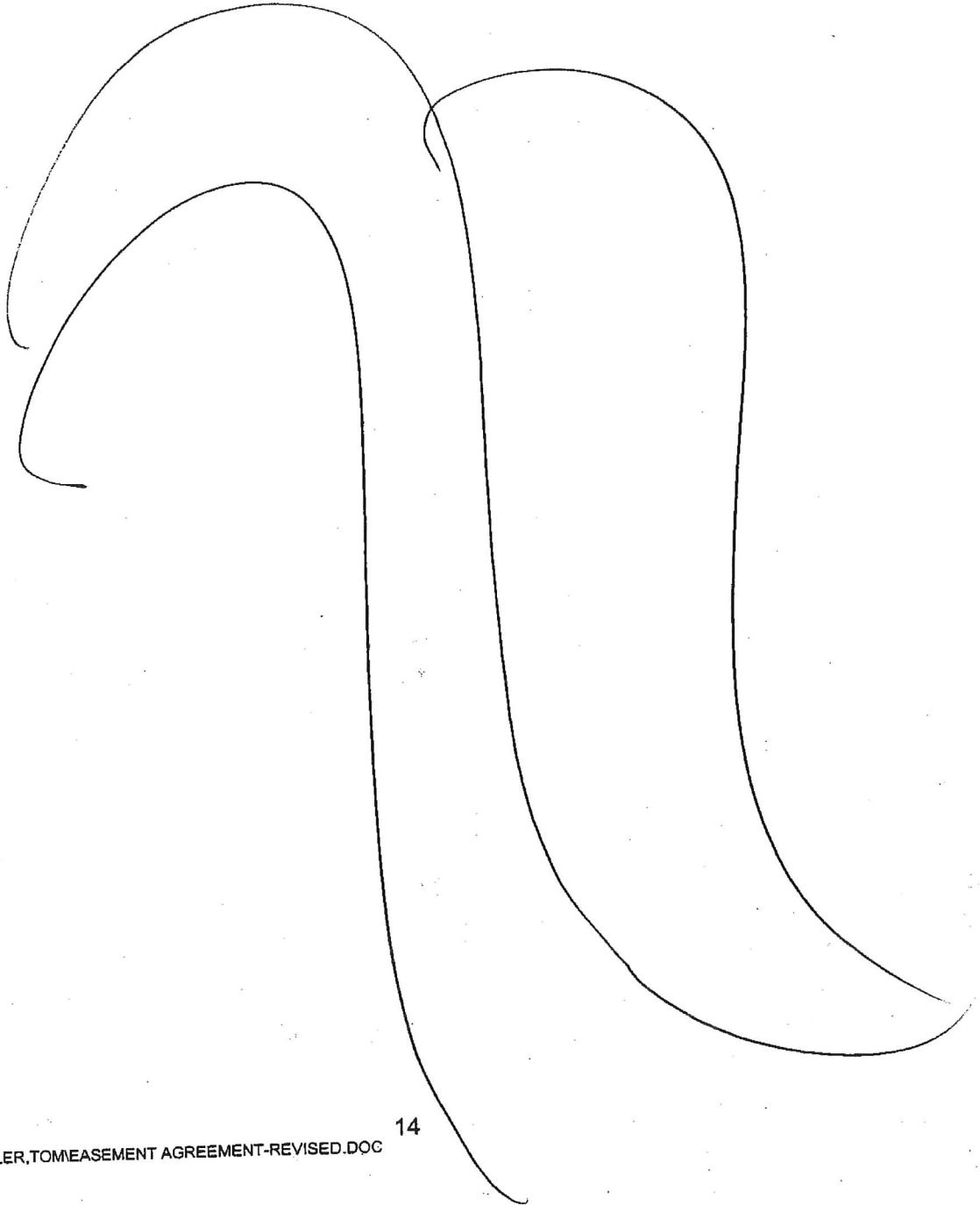
COMMENCING AT THE SOUTHWESTERLY CORNER OF SUB-LOT 1 IN BORKE'S SUBDIVISION OF LOT 1 IN HEISE'S SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 16 AFORESAID; THENCE NORTH 80 DEGREES, 34 MINUTES, 25 SECONDS WEST ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE THEREOF TO THE WESTERLY LINE OF LOT 2 IN CAUDILL'S SUBDIVISION AFORESAID, BEING ALSO THE WESTERLY LINE OF ELK GROVE ROAD (NOW VACATED); THENCE SOUTH 19 DEGREES, 00 MINUTE, 00 SECOND WEST, 385.00 FEET ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING; THENCE SOUTH 71 DEGREES, 00 MINUTE, 00 SECOND EAST, 562.89 FEET TO THE EASTERLY LINE OF LOT 'B' IN WEBER ATRIUM RESUBDIVISION AFORESAID; THENCE NORTH 19 DEGREES, 13 MINUTES, 41 SECONDS EAST, 377.30 FEET ALONG SAID EASTERLY LINE TO THE WEST LINE OF ALGONQUIN ROAD, STATE ROUTE 62, AS WIDENED PER DOCUMENT 11195782; THENCE NORTHWESTERLY, 117.59 FEET ALONG SAID WEST LINE BEING THE ARC OF A CURVE CONVEX SOUTHWESTERLY WITH A RADIUS OF 9499.34 FEET TO THE SOUTHERLY LINE OF ELK GROVE ROAD, AS DEDICATED PER DOCUMENT 19756910; THENCE NORTH 80 DEGREES, 34 MINUTES, 25 SECONDS WEST, 431.75 FEET ALONG SAID SOUTHERLY LINE TO THE EASTERLY LINE OF ELK GROVE ROAD (NOW VACATED); THENCE NORTH 19 DEGREES, 00 MINUTE, 00 SECOND EAST, 33.47 FEET ALONG SAID EASTERLY LINE TO THE NORTHERLY LINE OF LOT 2 AFORESAID; THENCE NORTH 80 DEGREES, 34 MINUTES, 25 SECONDS WEST ALONG SAID NORTHERLY LINE, 10.82 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

13A

EXHIBIT B

OAK POINTE BUILDING

(LEGAL DESCRIPTION SET FORTH ON NEXT PAGE.)



G:\WINKLER,TOMEASEMENT AGREEMENT-REVISED.DOC

14

EXHIBIT B

P.I.N. 08-16-102-008
 08-16-102-026
 08-16-102-027
 08-16-102-030

THAT PART OF LOT 10 IN COUNTY CLERKS DIVISION, BEING A SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN COOK COUNTY, ILLINOIS, (ANTE-FIRE), AND THAT PART OF LOT 2 IN CAUDILL'S SUBDIVISION BEING A SUBDIVISION IN THAT PART OF THE NORTHWEST QUARTER OF SAID SECTION 16, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 18, 1943 AS DOCUMENT NO. 13160398.; DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWESTERLY CORNER OF WEBER ATRIUM SUBDIVISION, BEING A SUBDIVISION IN THAT PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 21, 1978 AS DOCUMENT NO. 24731232 IN COOK COUNTY, ILLINOIS; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF ALGONQUIN ROAD (IL. ROUTE 62) AS RECORDED FEBRUARY 2, 1933 AS DOCUMENT NUMBERS 11195785 AND 1119782, SAID SOUTHWESTERLY RIGHT-OF-WAY LINE BEING A TANGENTIAL CURVE CONCAVE TO THE NORTHEAST RADIUS 9499.34 FEET, CENTRAL ANGLE 01 DEGREES 02 MINUTES 14 SECONDS, 171.96 FEET, (THE CHORD BEARS A ILLINOIS EAST GRID BEARING OF SOUTH 45 DEGREES 31 MINUTES 18 SECONDS WEST 171.96 FEET) TO THE NORTHEASTERLY CORNER OF LOT "B" IN SAID WEBER ATRIUM SUBDIVISION, SAID NORTHEASTERLY CORNER, BEING THE POINT OF BEGINNING; THENCE SOUTH 18 DEGREES 41 MINUTES 30 SECONDS WEST 46.26 FEET ALONG SAID EASTERLY LINE; THENCE NORTH 72 DEGREES 30 MINUTES 06 SECONDS EAST TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID ALGONQUIN ROAD (IL. ROUTE 62); THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE BEING A TANGENTIAL CURVE CONCAVE TO THE NORTHEAST RADIUS 9499.34 FEET, CENTRAL ANGLE 00 DEGREES 15 MINUTES 13 SECONDS, 42.04 FEET, (THE CHORD BEARS NORTH 44 DEGREES 52 MINUTES 35 SECONDS WEST 42.04 FEET), TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

14A

EXHIBIT C

WMS PLANT

(LEGAL DESCRIPTION SET FORTH ON NEXT PAGE.)



15

G:\WINKLER,TOM\EASEMENT AGREEMENT-REVISED.DOC

EXHIBIT C

P.I.N. 08-16-102-034

THAT PART OF LOT 2 IN CAUDILL'S SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 19, 1943 AS DOCUMENT 13160398 AND PART OF VACATED ELK GROVE ROAD PER INSTRUMENT RECORDED SEPTEMBER 30, 1993 AS DOCUMENT 93782809 AND PART OF LOT 'B' IN WEBER ATRIUM RESUBDIVISION IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 21, 1978 AS DOCUMENT 24731232 DESCRIBED AS FOLLOWS:

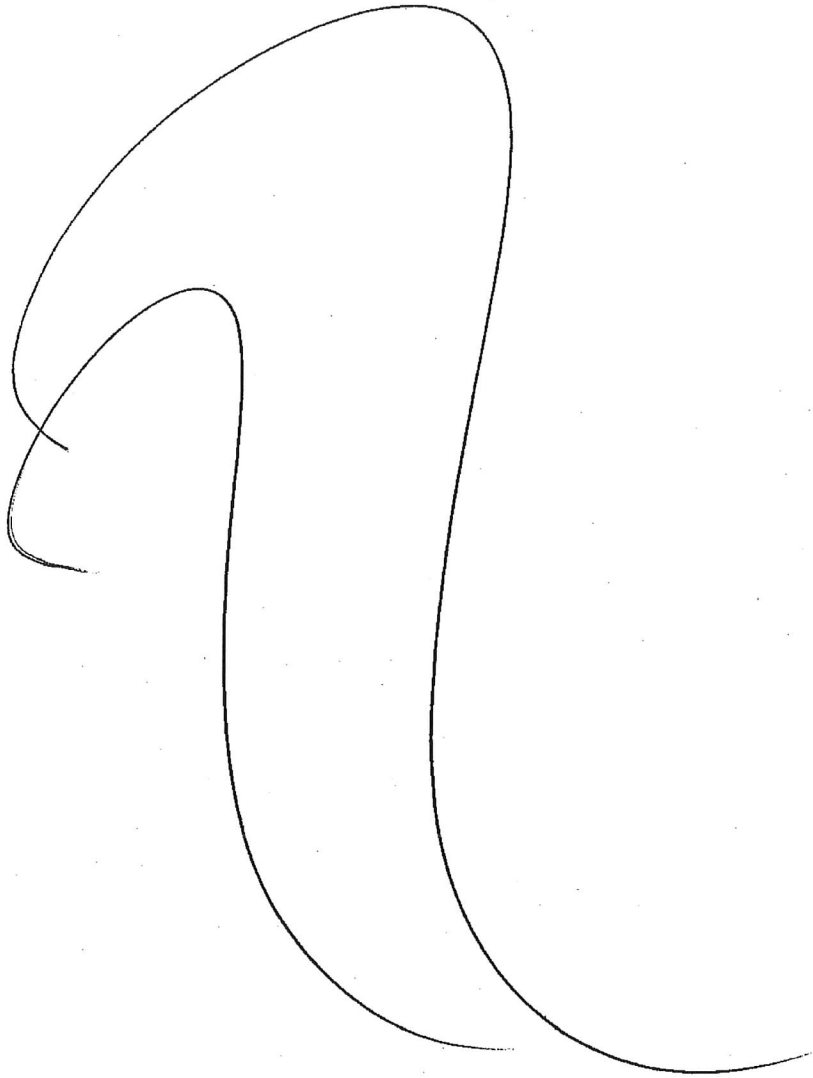
COMMENCING AT THE SOUTHWESTERLY CORNER OF SUB-LOT 1 IN BORKE'S SUBDIVISION OF LOT 1 IN HEISE'S SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 16 AFORESAID; THENCE NORTH 80 DEGREES, 34 MINUTES, 25 SECONDS WEST ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE THEREOF TO THE WESTERLY LINE OF LOT 2 IN CAUDILL'S SUBDIVISION AFORESAID, BEING ALSO THE WESTERLY LINE OF ELK GROVE ROAD (NOW VACATED); THENCE SOUTH 19 DEGREES, 00 MINUTE, 00 SECOND WEST, 385.00 FEET ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING; THENCE SOUTH 71 DEGREES, 00 MINUTE, 00 SECOND EAST, 562.89 FEET TO THE EASTERLY LINE OF LOT 'B' IN WEBER ATRIUM RESUBDIVISION AFORESAID; THENCE SOUTH 19 DEGREES, 13 MINUTES, 41 SECONDS EAST, 1207.81 FEET ALONG SAID EASTERLY LINE TO THE SOUTHEAST CORNER OF LOT 'B' AFORESAID; THENCE NORTH 57 DEGREES, 59 MINUTES, 29 SECONDS WEST ALONG THE SOUTHERLY LINE OF LOT 'B', 572.79 FEET TO THE WESTERLY LINE OF ELK GROVE ROAD (NOW VACATED); THENCE NORTH 19 DEGREES, 00 MINUTE, 00 SECOND EAST, 1078.07 FEET ALONG AS DOCUMENT WESTERLY LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

15A

EXHIBIT D

WEBER ATRIUM

(LEGAL DESCRIPTION SET FORTH ON NEXT PAGE.)

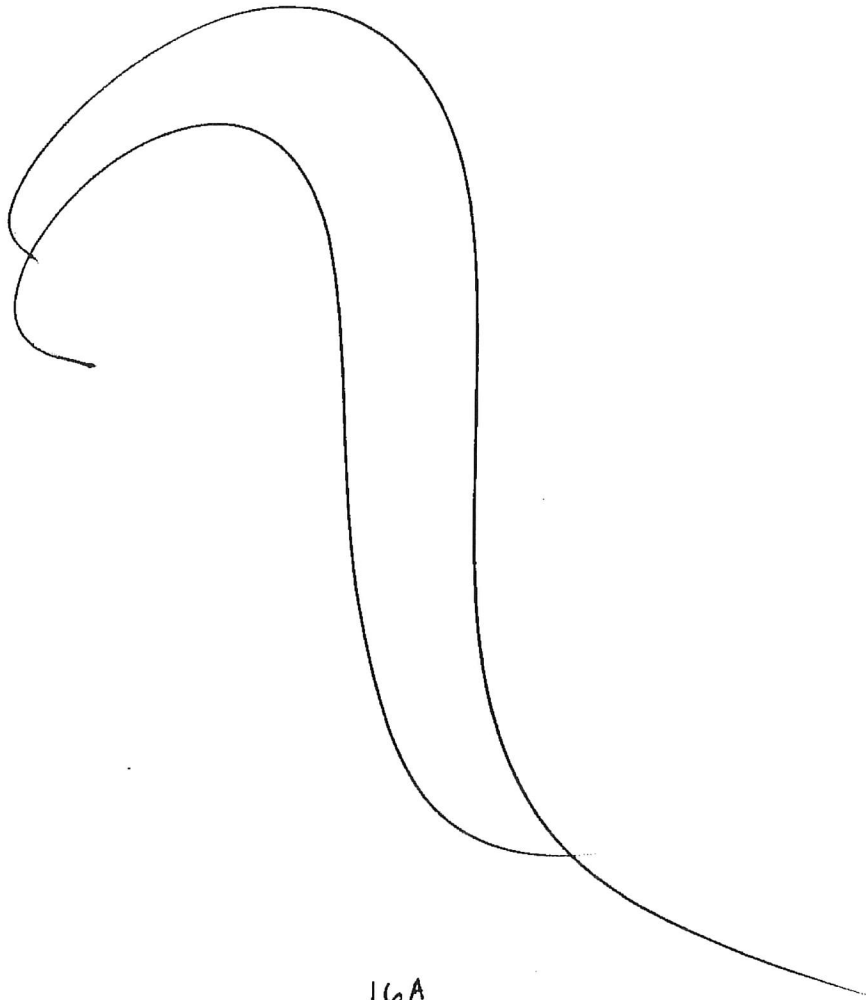


G:\WINKLER,TOM\EASEMENT AGREEMENT-REVISED.DOC 16

EXHIBIT D

P.I.N. 08-16-102-028

LOT "A" IN WEBER ATRIUM RESUBDIVISION IN THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED NOVEMBER 21, 1978 AS DOCUMENT NUMBER 24731232, IN COOK COUNTY, ILLINOIS.



16A