29**2**9/000<mark>2</mark> 55 003 Page 1 of.

2000-02-02 09:27:01

Cook County Recorder

Location Finders International, Inc.

533 Ashland Avenue

12 - cm 3

Chicago Heights, Illinois 60411

Attn.: Joseph T. Bothenski

This Instrument Prepare

M. S. Moran 200 Wilmot Road Deerfield, Illinois 600 5

COOK COUNTY RECORDER **EUGENE "GENE" MOORE MARKHAM OFFICE**



00866426

4557/0025 83 003 Page 1 of

RECIPROCAL EASEMENT AGREEMENT WITH CONVENIANTS 15:39:01 CONDITIONS AND RESTRICTIONS & County Recorder

THIS RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS. CONDITIONS AND RESTRICTIONS (the "Agreement") is made and entered into this 31 st day of December, 1999, by and between RICHTON PARK RETAIL LLC, an Illinois limited liability company (the "Parcel A Owner"), and RP AMY LLC, and Illinois limited liability company, (the "Parcel B Owner"). 00866426

RECITALS

4557/0025 83 003 Page 1 of 14 2000-11-03 15:39:01

- The Parcel A Owner is the owner of that certain real property situated in the City 50 Α. of Richton Park, County of Cook, State of Illinois, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel A").
- The Parcel B Owner is the owner of that certain real property situated in the City B. of Richton Park, County of Cook, State of Illinois, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel B").
- The Parcel B Owner intends to develop Parcel B for use by Valgreen C. (hereinafter defined).
- D. The Parcel A Owner intends to simultaneously or thereafter develop or allow or cause the development of Parcel A as a retail/commercial site.
- E. The parties hereto desire to impose certain easements upon the Parcels, and to establish certain covenants, conditions and restrictions with respect to said Parcels, for the mutual and reciprocal benefit and complement of Parcel A and Parcel B and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Parcel A Owner and the Parcel B Owner hereby covenant and agree that the Parcels and all present and future owners and occupants of the Parcels

This is being re-recorded to correct the legal descriptions.

RE-RECORDED DOCUMENT

shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that said Parcels shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

AGREEMENTS

00866426 Page 2 of 14

1. <u>Definitions</u>. For purposes hereof:

1. mrg 62

- (a) The term "Owner" or "Owners" shall mean the Parcel A Owner (as to Parcel A) and the Parcel B Owner (as to Parcel B) and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.
- (b) The term 'Parcel" or "Parcels" shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Agreement as described on Exhibit "A", that is, Parcel A and Parcel B, and any future subdivisions thereof.
- (c) The term "Permittees" sna' mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).
- (d) The term "Common Area" shall mean those portions of Parcel A and Parcel B that are outside of exterior walls of buildings or other structures from time to time located on the Parcels, and which are either unimproved, or are improved as (without limitation) parking areas, landscaped areas, driveways, roadways, walkways, light standards, curbing, paving, entrances, exits and other similar exterior site improvements.
- (e) The term "Walgreen" or "Walgreens" shall mean WALGREEN CO., an Illinois corporation, or any of its affiliates, subsidiaries, successors or assigns. Walgreen shall be deemed a third party beneficiary to this Agreement.
- (f) The term "Walgreen Lease" or "Walgreens Lease" shall mean that Lease of Parcel B from the Parcel B Owner as landlord to Walgreen as tenant, and any amendments, extensions or replacements thereof.

(g) The term "Site Plan" shall mean that site plan of the Parcels attached hereto as Exhibit "B" and by reference made a part hereof. Except as may be otherwise provided in this Agreement, the Site Plan is for identification purposes only.

2. Easements.

- 2.1 Grant of Reciprocal Easements. Subject to any express conditions, limitations or reservations contained herein, the Owners hereby grant, establish, covenant and agree that the Parcels, and all Owners and Permittees of the Parcels, shall be benefited and burdened by a nonexclusive, perpetual and reciprocal easement for reasonable access, ingress and egress over all paved driveways roadways and walkways as presently or hereafter constructed and constituting a part of the Common Area of Parcel B and the Common Area of Parcel A so as to provide for the passage of motor vehicles and pedestrians between all portions of the Common Area of such Parcels intended for such purposes, and to and from all abutting streets or rights of way furnishing access to such Parcels;
- 2.2 <u>Indemnification</u>. Each Owner having rights with respect to an easement granted hereunder scall indemnify and hold the Owner whose Parcel is subject to the easement (including Walgreen, in the case of the Owner of Parcel B) harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner or the contractors, employees, or agents of such Owner.

3. <u>Maintenance</u>.

- 3.1 <u>General</u>. Until such time as improvements are constructed on a Parcel, the Owner thereof shall maintain the same in a clean and neat condition and shall take such measures as are reasonably necessary to control grass, weeds, blowing dust, dirt, litter or debris.
- 3.2 <u>Buildings and Appurtenances Thereto.</u> Each Owner covenants to keep and maintain, at its sole cost and expense, the building(s) located from time to time on its respective Parcel in good order, condition and repair. Once constructed, in the event of any damage to or destruction of a building on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence either (a) repair, restore and rebuild such building to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement), or (b) demolish and remove all portions of such damaged or destroyed building then remaining, including the debris resulting therefrom, and otherwise clean and restore the area affected by such casualty to a level, graded condition. Nothing contained in subparagraph 3.2(b) shall be deemed to allow

an Owner to avoid a more stringent obligation for repair, restoration and rebuilding contained in a lease or other written agreement between an Owner and such Owner's Permittee. All buildings on Parcel A shall be one story in height, and shall not exceed a maximum height of thirty (30) feet from grade level on Parcel A. The building area on Parcel A shall be limited to not more than a total of nine thousand five hundred (9,500) square feet of first floor building area in the permitted building envelope indicated on the Site Plan. Each Parcel shall comply with applicable governmental parking ratio requirements without taking into account the parking provided on the other Owner's Parcel, such that each Parcel shall be self sufficient for vehicular parking.

- Common Area. Each Owner of a Parcel covenants at all times during the term hereof to operate and maintain or cause to be operated and maintained at its experise all Common Area located on its Parcel in good order, condition and repair. Pollowing the construction of improvements thereon, maintenance of Common Area shall include, without limitation, maintaining and repairing all sidewalks and the surface of the parking and roadway areas, removing all papers, debris and other refuse from and periodically sweeping all parking and road areas to the extent necessary to maintain the same in a clean, safe and orderly condition, maintaining appropriate lighting fixtures for the parking areas and roadways, maintaining madving, directional signs, lines and striping as needed, maintaining landscaping, maintaining signage in good condition and repair, and performing any and all such other duties as are necessary to maintain such Common Area in a clear, safe and orderly condition. Except as otherwise expressly provided in this Agreement, once constructed, in the event of any damage to or destruction of all or a portion of the Common Area on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with reasonable due diligence repair, restore and rebuild such Common Area to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement). Each Owner reserves the right to alter, modify. reconfigure, relocate and/or remove the Common Areas or building areas on its Parcel, subject to the following conditions: (i) as to Parcel B, during the continuance of the Walgreen Lease, the express written consent of Walgreen shall be required; (ii) the reciprocal easements between the Parcels pursuant to paragraph 2.1(a) shall not be closed or materially impaired; (iii) the Drive way and ingress and egress thereto, and to and from the Parcels and adjacent streets and roads, shall not be so altered, modified, relocated, blocked and/or removed without the express written consent of all Owners and Walgreen (during the continuance of the Walgreen Lease); (iv) the same shall not violate any of the provisions and easements granted in paragraph 2; and (v) as to Parcel A, the requirements of paragraph 3.2 of this Agreement shall be complied with.
- 3.4 <u>Utilities</u>. Each Owner shall at all times during the term hereof construct, operate and maintain or cause to be constructed, operated and maintained, in good order, condition and repair, at its sole expense, any utility or other installations serving the Parcel of such Owner and from time to time

existing on the Parcel of another Owner pursuant to an easement described herein.

- 4. <u>Construction of Improvements</u>. Every building (including its appurtenant Common Area improvements), now or in the future constructed on Parcel A, shall be constructed, operated and maintained so that the same is in compliance with all applicable governmental requirements. The Driveway shall be constructed and completed by the Owner of Parcel B at the same time as such Owner develops Parcel B for Walgreen under the Walgreen Lease (in accordance with plans approved by Walgreen under the Walgreen Lease).
- 5. Restrictions.
 - 5.1 Ceneral. Each Parcel shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Parcel which is illegal. In addition to the foregoing, throughout the term of this Agreement, it is expressly agreed that neither all nor any portion of Parcel A shall be used, directly or indirectly, for purposes of a cocktail lounge, bar, disco, bowling alley, pool hall, billiard parlor, skating rink, roller rink, amusement arcade, children's play or party facility, adult book store, adult theatre, adult amusement facility, any facility selling or displaying pornographic materials or having such displays, second hand store, odd lot, closeout or liquidation store, auction house, flea market, educational or training facility, blood bank, sleeping quarters or lodging, the outdoor housing or raising of animals, the sale, leasing or storage of automobiles, boats or other vehicles, any industrial use, an assembly hall, off track betting establishment, bingo parlor, any use involving the use, storage, disposal or handling on Parcel A of hazardous materials or underground storage tanks provided that the operation of a gas station shall rict be prohibited, any office use (except incidental to a retail use), a restaurant, or any use which creates a nuisance.
 - Additional Parcel A Restrictions. Throughout the term of this Agreement, it is expressly agreed that neither all nor any portion of Parcel A shall be used, directly or indirectly, for any one or more of the following purposes: (i) the operation of a drug store or a so-called prescription pharmacy or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind; (ii) the operation of a medical diagnostic lab and/or the provision of treatment services; (iii) the sale of so-called health and/or beauty aids and/or drug sundries; (iv) the operation of a business in which photofinishing services and/or photographic film are offered for sale; (v) the operation of a business in which greeting cards and/or gift wrap are offered for sale; and/or (vi) the operation of a business in which food items for off premises consumption are offered for sale (provided that the sale of food items prepared on the premises

for off-premises consumption by a "quick service" restaurant [e.g., McDonald's, Burger King, Kentucky Fried Chicken, Taco Bell, Subway, and the like] or an "accommodation" food user [e.g., Starbucks, Cinnabons, Dunkin' Donuts, Mrs. Fields', a yogurt shop, and the like] or the incidental sale of prepackaged food items for off premises consumption from a sales area not to exceed two hundred fifty [250] square feet shall not be prohibited by this subparagraph [vi]).

- 5.3 <u>Drive-Throughs</u>. No facility on Parcel A for vehicular drive-up or drive-through in which the stopping or standing of motor vehicles in line at a location for dropoff and/or pickup is intended (as, for example, at a restaurant, car wash or bank) shall be assigned, constructed, used or operated in any manner such that motor vehicles in line at such facility stop or stand onto Parcel B and/or the Driveway, or otherwise unreasonably interfere with the normal pattern and flow of pedestrian or vehicular traffic on and across Parcel B and/or the Driveway. Nothing contained herein shall be deemed to affect the drive-through serving the building for Walgreen to be initially constructed on Parcel B by the Owner thereof, which is hereby expressly approved.
- 6. Insurance. Throughout the term of this Agreement, each Owner shall procure and maintain general and/or comprehensive public liability and property damage insurance against claims for percenal injury (including contractual liability arising under the indemnity contained in paragraph 2.2 above), death, or property damage occurring upon such Owner's Parcel, with single limit coverage of not less than an aggregate of Two Million Dollars (\$2,000,000.00) including umbrella coverage, if any, and naming each other Owner and Walgreen during the continuance of the Walgreen Lease (provided the Owner obtaining such insurance has been supplied with the name of such other Owner in the event of a change thereof) as additional insureds. Walgreen (whether as tenant under the Walgreen Lease or in the event Walgreen becomes an Owner of a Parcel) may elect to self insure and/or carry insurance required nereunder under master or blanket policies of insurance.
- 7. <u>Taxes and Assessments.</u> Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Parcel.
- 8. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Parcel A or Parcel B. No easements, except (i) those expressly set forth in paragraph 2, and/or (ii) an easement over Parcel A so as to enable the construction of the Driveway and other improvements required for the initial development for Walgreens by the Owner of Parcel B, shall be implied by this Agreement; in that regard, and without limiting the foregoing, no easements for parking, signage, drainage or utilities are granted or implied.
- 9. Remedies and Enforcement.

- 9.1 All Legal and Equitable Remedies Available. In the event of a breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) and Walgreen shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance. Walgreen shall have the right, but not the obligation, to enforce this Agreement on behalf of the Owner of Parcel B, and/or to cure a breach or default hereunder by the Owner of Parcel B, which enforcement or cure shall be accepted by the other Owner(s) as if effected by the Owner of Parcel B.
- 9.2 <u>Lien Rights</u>. Any claim for reimbursement, including interest as aforesaid. and all costs and expenses including reasonable attorneys' fees awarded to any Owner (or to Walgreen in connection with the exercise of its rights set forth in paragraphs 9.1 and/or 9.2 above) in enforcing any payment in any suit or proceeding under this Agreement shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner until paid. effective upon the recording of a notice of lien with respect thereto in the Office of the County Recorder of Cock County, Illinois; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Office of the County, Recorder of Cook County, Illinois prior to the date of recordation of said notice of iten, and (iii) all leases entered into. whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien.
- 9.4 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.
- 9.5 <u>No Termination For Breach</u>. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.
- 9.6 <u>Irreparable Harm.</u> In the event of a violation of any of the provisions of paragraphs 2 and/or 5 of this Agreement, each Owner agrees that such violation shall cause the nondefaulting Owner and/or its Permittees to suffer

irreparable harm and such nondefaulting Owner and its Permittees shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of paragraphs 2 and/or 5 of this Agreement, the nondefaulting Owner and Walgreen, in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of paragraphs 2 and/or 5 of this Agreement.

10. Term. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Cook County Recorder and shall remain in full force and effect thereafter for sixty (60) years from and after the date of this Agreement, unless this Agreement is modified, amended, canceled or terminated by the watten consent of all then record Owners of Parcel A and Parcel B in accordance with paragraph 11.2 hereof.

11. Miscellaneous.

11.1 Attorneys' Fees. In the event a party (including Walgreen) institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

11.2 <u>Amendment</u>.

- (a) The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of Parcel A and Parcel B, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the County Recorder of Cook County, Illinois.
- (b) Notwithstanding subparagraph 11.2(a) above to the contrary, no termination of this Agreement, and no modification or amendment of this Agreement shall be made nor shall the same be effective unless the same has been expressly consented to in writing by Walgreen (during the continuance of the Walgreen Lease).
- 11.3 <u>Consents</u>. Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner or Walgreen under this

Agreement, to be effective, must be given, denied or conditioned expressly and in writing. During the continuance of the Walgreen Lease, any consent by the Owner of Parcel B, to be effective, shall also require the consent of Walgreen. Any consent of Walgreen may be given, denied or conditioned by Walgreen in Walgreen's sole and absolute discretion.

- 11.4 <u>No Waiver</u>. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.
- 11.5 <u>No Agency</u>. Nothing in this Agreement shall be deemed or construed by eitner party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.
- 11.6 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.
- 11.7 <u>Grantee's Acceptance</u>. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.
- 11.8 <u>Separability</u>. Each provision of this Agreement and the application thereof to Parcel A and Parcel B are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of both Parcels by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.
- 11.9 <u>Time of Essence</u>. Time is of the essence of this Agreement.

- 11.10 <u>Entire Agreement</u>. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.
- 11.11 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party and Walgreen may change from time to time their respective address for notice hereunder by like notice to the other party and Walgreen. Notice given by any Owner nereunder to be effective shall also simultaneously be delivered to Walgreen (Juring the continuance of the Walgreen Lease). The notice addresses of the Parcel A Owner, the Parcel B Owner and Walgreen are as follows:

Walgreen:

Walgreens

Attention: Law Department

Mail S.op No. 2252 200 Wilmວr Road

Deerfield, Illinois 60015

Parcel A Owner:

Richton Park Retail LLC

c/o Location Finders International

533 Ashland Avenue

Chicago Heights, Illinois 604 11

Parcel B Owner:

RP Amy LLC

c/o Location Finders International

533 Ashland Avenue

Chicago Heights, Illinois 60411

- 11.12 <u>Governing Law</u>. The laws of the State in which the Parcess are located shall govern the interpretation, validity, performance, and enforcement of this Agreement.
- 11.13 Estoppel Certificates. Each Owner, within twenty (20) day of its receipt of a written request from the other Owner(s) or Walgreen, shall from time to time provide the requesting Owner or Walgreen, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

11.14 <u>Bankruptcy</u>. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Richton Park Retail LLC

By: Nikit set H. Kose

Witnesses:

RP Amy LLC

By: Michael H. Kora

Witnesses:

DUSSO Page 11 of

SEC Amy Drive and Salk Truil OFF Richton Park, Illinois (#05786)	C An servertuserda a richtor parktrea finar.doc Page 12 of 14 1/19/00
STATE OF ILLINOIS)	
COUNTY OF COOK)	SS
	00077407
Michael H. Kozl Member of RICH company, and personally known to re the foregoing instrument, appeared	UDB66426 Page 12 of 14 Public, do hereby certify that, personally known to me to be the TON PARK RETAIL LLC, an Illinois limited liability me to be the person whose name is subscribed in before me this day in person and acknowledged
said company, as his free and volur deed of said company, for the purpo	d instrument as such Apage Member of stary act, and as the free and voluntary act and poses therein set forth
Given under the hand and not	
"OFFICIAL SEAL" BARBARA D. LOSH Notary Public, State of Illinois My Commission Expires 8/25/2003	Bullic Notary Public
My commission expires:	4
STATE OF ILLINOIS)	s
COUNTY OF COOK)	
I, the undersigned, a Notary Public, do hereby certify that	
MILITER W. NOW	, personally known to me to be the
/ / // // / / / / / / / / / / / / / / /	.C, and Illinois limited liability company, and
	erson whose name is subscribed in the foregoing
	day in person and acknowled jed that he
	nent as such////////// voluntary act, and as the free and voluntary act
	n, for the purposes therein set forth.
and deed of said banking association	i, for the purposes therein set forth.
Given under my hand and not	arial-seal-this 3/ day of
1999.	1 Section of
	Dafar Ju
	Notary Public
My commission expires:	***************************************
"OFFI	CIAL SEAL" BARA D. LOSH

-12-

Notary Public, State of Illinois My Commission Expires 8/25/2003

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PARCELS 00866426 Page 13 of 14

PARCEL "B"

Lot 1 of Rose Subdivision, being a Resubdivision of part of the Northeast Quarter of Section 33, Township 35 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois approved by the Village of Richton Park on December 13, 1999.

PARCEL "A"

Lot 2 of Rose Subdivision, being a Resubdivision of part of the Northeast Quarter of Section 33, Township 35 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois approved by the Village of Richton Park on December 13, 1999.

EXHIBIT "B"

SITE PLAN

00866426 Page 14 of 14

Property of Cook County Clark's Office