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2001-01-04 15:40:16  
Cook County Recorder 33.50

PREPARED BY AND AFTER  
RECORDING MAIL TO:  
TONY P. VALEVICUS  
Brown, Udell & Pomerantz, Ltd.  
2950 N. Lincoln Avenue  
Chicago, Illinois 60657



**SECOND AMENDMENT TO GROUND LEASE**

THIS FIRST AMENDMENT TO GROUND LEASE (hereinafter "Amendment") entered into as of this 26<sup>th</sup> day of October, 2000, by and between Suburban and Trust Company, an Illinois corporation as Trustee under provisions of a Trust Agreement dated July 15, 1997 and known as Trust Number 1192, having an address of 1885 North Farnsworth, Suite 4, Aurora, Illinois 60505, Attention: Petros Andriopoulos (hereinafter "Landlord") and AutoZone, Inc., a Nevada corporation, having an address of Property Management Department, 60 Madison Avenue, 7<sup>th</sup> Floor, Memphis, Tennessee 38103 (hereinafter "Tenant").

**SECOND AMENDMENT TO GROUND LEASE**

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**RECITALS**

**WHEREAS**, Landlord and Tenant have entered into a Ground Lease dated March 30, 2000 (hereinafter "Lease"), for the parcel of land (hereinafter "Demised Premises") located on Lake Street Center, Aurora, Illinois, as more particularly described in the Lease; and

**WHEREAS**, Landlord owns certain property adjacent to the Demised Premises and more particularly described in Exhibit "A" hereto (hereinafter referred to as the "Adjacent Property") and

**WHEREAS**, It is a requirement of Tenant's development of the Demised Premises that a detention pond be constructed to handle surface water run off from the Demised Premises. Landlord plans to construct a detention pond on the Adjacent Property and intends to grant Tenant an easement for the use of said detention pond.

**WHEREAS**, by means of this Agreement Landlord and Tenant desire to allocate responsibility for the costs of a turning lane to be installed on Route 31 adjacent to the Demised Premises; and

**WHEREAS**, Landlord and Tenant desire to amend the Lease as provided in this Amendment.

**AGREEMENT**

**NOW THEREFORE**, Landlord and Tenant, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agree as follows:

1. Grant of Easement

(A) Landlord leases to Tenant an easement for the purpose of the use of a detention pond to service the Demised Premises. The easement shall burden the Adjacent Property.

(B) Tenant agrees to undertake and perform any and all construction in connection with the development of the detention pond on the Adjacent Property. The permitting for said project shall be completed within sixty (60) days from the execution of this agreement. Tenant will be responsible for all initial construction costs and expenses incurred in

connection with the construction and installation of the detention pond. In addition, Landlord and Tenant agree that Tenant shall perform the engineering work related to Tenant's development on Adjacent Property.

- (C) All costs and expenses incurred in connection with maintaining, replacing or repairing the detention pond shall be the sole responsibility of Landlord.

2. Construction of Turning Lane

- (A) Landlord and Tenant shall share the costs of a turning lane to be installed within Illinois State Route 31 (also known as North Lake Street). Tenant agrees to pay two-thirds (2/3) of said costs and Landlord shall pay up one third (1/3) of such costs, provided however, Landlord shall not be responsible for more than Ten Thousand Dollars (\$10,000.00), in any event, Landlord shall reimburse Tenant for Landlord's share of costs within ten (10) days of Landlord's receipt of the invoices for such work.
- (B) Landlord shall post a bond or provide a letter of credit (or other form of security) required by the Illinois Department of Transportation to obtain the necessary permits to construct said turning lane and detention pond. If Landlord fails to sign all the necessary documentation, then Landlord hereby grants Tenant a limited power of attorney to sign such documents for and on behalf of Landlord. If Landlord fails to provide the necessary form of security required above, then Landlord agrees to reimburse Tenant all of Tenant's cost and expense to provide such security. If Landlord fails to reimburse Tenant within fifteen (15) days of receiving an invoice or bill from Tenant, then Tenant may abate Rent, when and as due, until such time as Tenant recovers the amount owed by Landlord.

3. Extension of Ground Lease

- (A) The first sentence of Section 27 of the Lease shall be deleted and the following inserted:

Tenant is to have until December 26, 2000, to receive all authorizations and permits, including, but not limited to, curb cut, building and renovation permits, signage permits (including but not limited to permits for pylon signage), zoning and subdivision interpretations and confirmations, permits, variances, and approvals necessary to build on the Demised Premises, and utility connection permits necessary for Tenant's intended use as described herein ("Approvals", collectively, hereinafter).

- 4. Any term capitalized and not defined herein shall have the same meaning as defined in the Lease.
- 5. Except as expressed herein, all other terms, conditions and provisions of the Lease shall remain in full force and effect and cannot be modified unless said modification is reduced to writing and signed by all parties. If there is a conflict between the provision of the Lease and the provision of the Amendment, this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment the date first above written.

**LANDLORD:**

Suburban Bank and Trust Company,  
an Illinois corporation as Trustee  
under provisions of a Trust Agreement  
dated July 15, 1997 and known as Trust  
Number 1192

By: [Signature]  
Title: Executive Vice President

Date: \_\_\_\_\_

**TENANT:**

AutoZone, Inc., a Nevada corporation

By: [Signature]  
Title: Vice President

By: Bill McCawley  
Title: Vice President  
Date: \_\_\_\_\_

Property of Cook County Clerk's Office

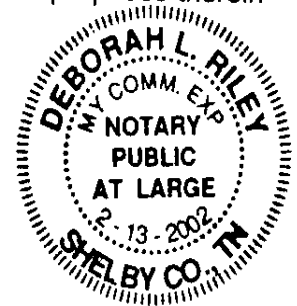
ACKNOWLEDGMENTS

STATE OF TENNESSEE )  
 ) SS.:  
COUNTY OF SHELBY )

Personally appeared before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, Wm. David Gilmore and Bill McCawley, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Vice President and Vice President of AutoZone, Inc., a Nevada corporation, the within named bargainors, and that they as such Vice-President and Vice-President, being authorized to do so, executed the foregoing instrument, for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and seal this 25<sup>th</sup> day of October, 2000.

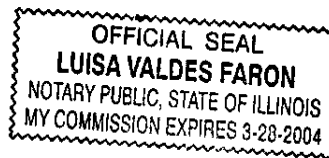
Deborah L. Riley  
Deborah L. Riley  
Notary Public  
My Commission Expires: 2-13-2002



I, Luisa Valdes Faron, a Notary Public in and for said State and County do hereby certify that Leslie N. Chestley Jr., personally known to me to be the Executive Vice President of Suburban Bank and Trust Company, an Illinois corporation; and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Executive Vice President of said corporation, he/she executed the foregoing instrument, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as his/her free act and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

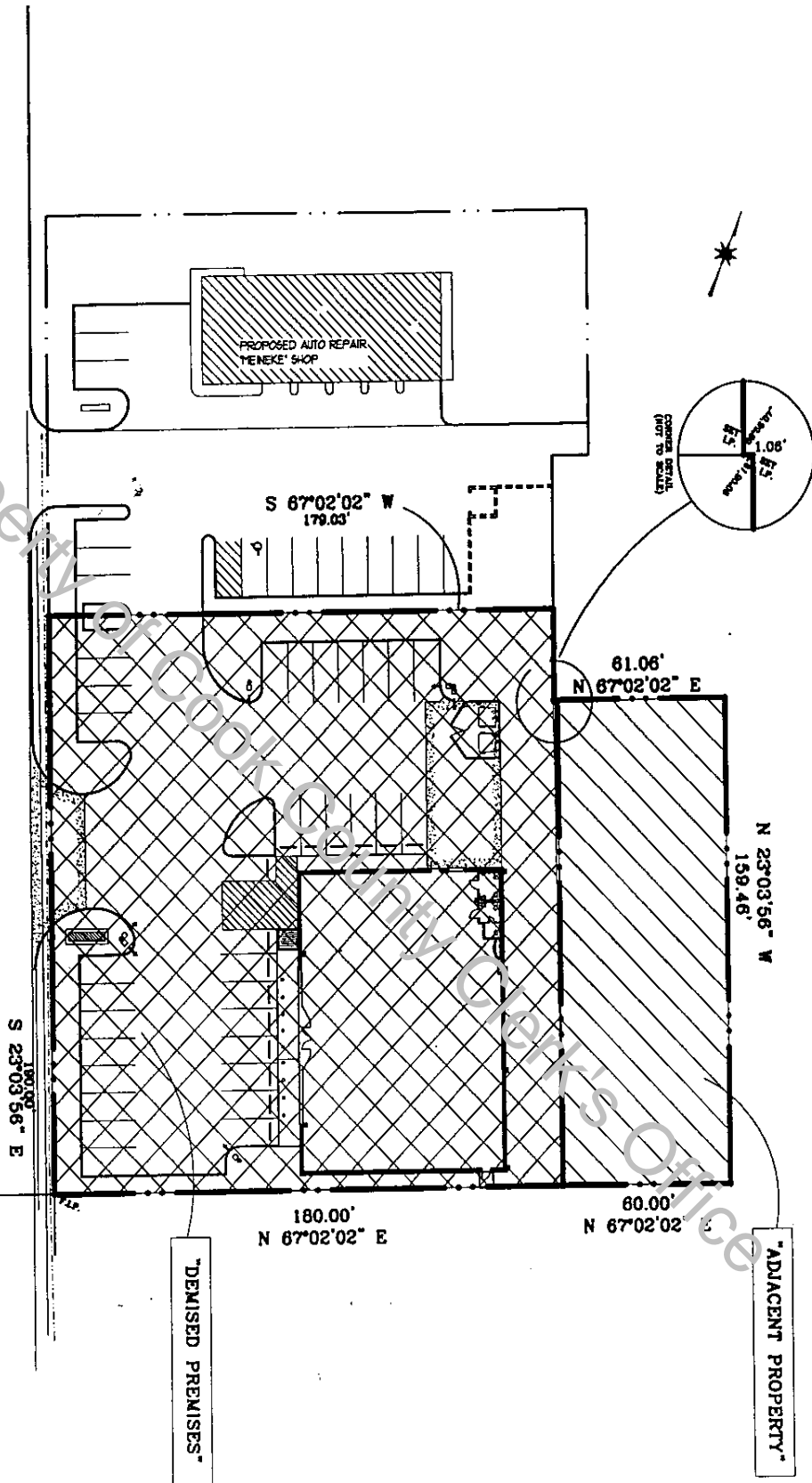
WITNESS my hand and seal this 6<sup>th</sup> day of November, 2000

Luisa Valdes Faron  
Notary Public  
My commission expires: 3/28/04



Prepared by and return to: AutoZone, Inc., Store Development, 9<sup>th</sup> Floor, 60 Madison Ave., Memphis, TN 38103.

ILLINOIS STATE ROUTE NO. 31  
(LAKE STREET)



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Property of Cook County Clerk's Office

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LEGAL DESCRIPTION OF DEMISED PREMISES

A portion of the below parcels, Survey to come, which is located on Lake Street, in Aurora, Illinois, containing no less than 190 feet of Frontage on Lake Street and a depth of approximately 180 feet, exclusive of any right of way.

PARCEL ONE: LOT 10 (EXCEPT THAT PART LYING WESTERLY OF A LINE DRAWN PARALLEL WITH AND 40 FEET EASTERLY OF, MEASURED AT RIGHT ANGLES THERETO, THE CENTER LINE OF FEDERAL AID ROUTE 23, ILLINOIS ROUTE 31), IN BLOCK 2 OF THE GEORGE ACRES, IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

PIN NO.: 15-10-352-019

PARCEL TWO: THE WESTERLY 457 FEET OF LOT 9, MEASURED AT RIGHT ANGELES FROM THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 31 (EXCEPT THE WESTERLY 40 FET THEREOF) IN BLOCK 2 OF THE GEORGE ACRES, IN THE CITY AND TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS.

PIN NO: 15-10-352-017

Common Address: 1283 North Lake Street, Aurora, Illinois 60506

PARCEL THREE: THE WESTERLY 200 FEET OF THAT PART OF LOT 7 IN BLOCK 2 OF THE GEORGE ACRES LYING EASTERLY OF THE EASTERLY LINE OF THE HIGHWAY, IN THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS

PIN NO: 15-10-352-011

Common Address: 1299 North Lake Street, Aurora, Illinois 60506