ETURN RECORDED DCCUMENT ID: F C AL CO Cymberland & Lawrence
Norridge, IL
[Store #5962]

Walgreen Co. 200 Wilmot Road, Dept. #2252 Deerfield, Illinois 60015 Attn: Ken White

This Instrument Prepared by: Daniel B. Perlin 200 Wilmot Road Deerfield, Illinois 60015

Beysyspak

0010657446

6420/8071 45 801 Page 1 of 25 2001-07-23 10:38:10

Cook County Recorder

135.00



### RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS

THIS RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS (the "Agreement") is made and entered into this day of \_\_\_\_\_\_\_, 20(1), by and between LASALLE BANK NATIONAL ASSOCIATION, as successor trustee to Bank Cnc-Ravenswood, as Trustee under Trust Agreement dated May 28, 1986 and known as Trust Number 25-7798 (the "Parcel A Owner"), and LASALLE BANK NATIONAL ASSOCIATION, as successor trustee to Bank One-Ravenswood, as Trustee under Trust Agreement dated February 26, 1990 and known as Trust Number 25-10608 ("Trust 10608") and LASALLE BANK NATIONAL ASSOCIATION, as successor trustee to Bank One-Ravenswood, as Trustee under Trust Agreement dated July 1, 1986 and known as Trust Number 25-7859 ("Trust 7859"), Trust 1060% and Trust 7859 are collectively referred to hereinafter as the "Parcel B Owner".

The Parcel A Owner and the Parcel B Owner have heretofore entered into that certain other Reciprocal Easement Agreement dated as of November 2, 2000 covering Parcel A and Parcel B (the "Old REA"). The Old REA was not recorded. The Parcel A Owner and the Parcel B Owner hereby terminate the Old REA and agree that the terms and conditions contained in this Agreement shall supercede all the terms and conditions of the Old REA.

#### **RECITALS**

- A. The Parcel A Owner is the owner of that certain real property situated in the in the Village of Norridge, County of Cook, State of Illinois, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel A").
- B. The Parcel B Owner is the owner of that certain real property situated in the City of Village of Norridge, County of Cook, State of Illinois, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel B").
- C. Parcel B Owner has heretofore entered into a long-term ground lease with Centrum Norridge, L.L.C. ("Centrum I"), dated as of August 29, 2000 (as amended, the "Parcel B Lease"). Parcel A Owner has heretofore entered into a long-term ground lease with Centrum Norridge II, L.L.C. ("Centrum II"), dated as of August 29, 2000 (the "Parcel A Lease"). For purposes hereof, the Parcel A Lease and the Parcel B Lease are collectively hereinafter referred to as the "Ground Leases".

BOX 333-CTI

30

Property of Cook County Clerk's Office

TI-TE MO

## UNOFFICIAL COPY Comberland & Lawrence Norridge, IL [Store #5962]

- D. Centrum I intends to develop Parcel B for use by Walgreen (hereinafter defined).
- E. Centrum II intends to simultaneously or thereafter develop or allow or cause the development of Parcel A for use by LaSalle (hereinafter defined).
- F. In order to facilitate the development of Parcels A and B as indicated above, 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 of disturce owners and occupants of the Parcels 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:

#### <u>AGREEMENTS</u>

- 1. <u>Definitions</u>. For purposes hereof:
  - (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, foreclosuse, 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" shall 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.

## UNOFFICIAL COPY Oumberland & Lawrence Norridge, IL [Store #5962]

- (e) The term "Walgreen" or "Walgreens" shall mean Walgreen Co., an Illinois corporation (or any of its affiliates, subsidiaries, successors or assigns). The term "LaSalle" shall mean LaSalle Bank National Association, ABN AMRO North America, Inc. (or any of their affiliates, subsidiaries, successors or assigns). Walgreen and LaSalle shall each be deemed a third party beneficiary to this Agreement.
- (f) The term "Walgreen Lease" or "Walgreens Lease" shall mean that sublease of Parcel B from Centrum I to Walgreen, and any amendments, extensions or replacements thereof. The term "LaSalle Lease" shall mean that sublease of Parcel A from Centrum II to LaSalle, 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.
- (h) The term "Driveway(s)" shall mean those driveways and related driveway improvements, paving curbing, entrances and exits, in the locations on the Parcels as shown on the Size Plan. The "Parcel A Driveways" shall mean those Driveways located on Parcel 4. The "Parcel B Driveway" shall mean the Driveway on Parcel B.
- (i) The term "Centrum" shall mean Centrum I (as to Parcel B) and Centrum II (as to Parcel A) and any and all successors or assigns of such entities as the tenant under the respective Ground Leases, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclusure, or otherwise, but not including the holder of any lien or encumbrance on such leasehold interest.

#### 2. <u>Easements</u>.

- 2.1 <u>Grant of Reciprocal Easements.</u> 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 the following nonexclusive, perpetual and reciprocal easements which are hereby imposed upon the Parcels and all present and future Owners and Permittees of the Parcels:
  - (a) An 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 including, without limitation, the Driveway, 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;

# UNOFFICIAL COPY (umberland & Lawrence Norridge, IL [Store #5962]

- An easement under and across those parts of the Common Areas that are not (b) within any permissible building areas shown on the Site Plan, for the installation, maintenance, repair and replacement of water mains, storm drains, sewers, water sprinkler system lines, telephone or electrical conduits or systems, cable, gas mains and other utility facilities necessary for the orderly development and operation of the Common Areas and each building from time to time located within the Parcels; provided that (i) the rights granted pursuant to such easements shall at all times be exercised in such a manner as not to interfere materially with the normal operation of a Parcel and the businesses conducted therein, (ii) the location of any utilities shall be subject to the approval of Walgreen, during the continuance of the Walgreen Lease, as to Parcel B and LaSalle, during the continuance of the LaSalle Lease, as to Farcel A, to be granted in accordance with the provisions of Paragraph 10.3 here ribelow, and (iii) except in an emergency, the right of any Owner or Permittee to enter upon the Parcel of another Owner for the exercise of any right pursuant to such easements shall be conditioned upon providing reasonable prior advance written notice to, with respect to any entry upon Parcel B, Centrum I and during the continuance of the Walgreen Lease, Walgreen, and, with respect to any entry upon Parcel A, Centrum II and during the continuance of the LaSalle Lease, LaSalle, as to the time and manner of entry. All such systems, structures, mains, sewers, conduits, lines and other public utilizes shall be installed and maintained below the ground level or surface of the Parcei (except for such parts thereof that cannot and are not intended to be placed below the surface, such as transformers and control panels, which shall be placed in such location as approved by Centrum I and Walgreen (as to Parcel B), and/or Centrum II and LaSalle (as to Parcel A).
- An easement over Parcel B for the Lerefit of Parcel A for the parking of (c) vehicles in the parking areas designated as part of the Common Areas of said Parcel B, as such parking areas are indicated on the Site Plan and as the same may be modified or removed from time to time by the Centrum I (the "Parking Easement"). The Parking Easement is for the sole benefit of the employees, customers, invitees, successors and assigns of the Parcel A Owner and its Permittees in connection only with the businesses operated from time to time on Parcel A. In no eyent shall the Parking Easement be used for long-term delivery or truck parking, evernight parking, storage or other similar parking purposes that shall constitute an unreasonably prolonged use of the Parking Easement. Centrum (and its Permittees) shall have the right hereunder to erect and/or remove signage, from time to time, on their respective Parcels placing a reasonable time limit upon the parking by customers in the parking areas on each respective Parcel, and Centrum (and its Permittees) may enforce such parking restrictions provided in this Paragraph in a reasonable manner, including towing. Notwithstanding anything to the contrary contained herein, the use of the Parking Easement by armored trucks and similar vehicles making deliveries to the businesses operated on Parcel A shall constitute a reasonable use of the Parking Easement.
- (d) An easement for the benefit of Parcel A upon Parcel B in the area shown on the Site Plan for the construction, reconstruction, replacement, operation,

maintenance and repair of a sign panel of size and shape shown on the drawing thereof attached hereto as Exhibit "C", and incorporated herein, to be placed upon a shared pylon sign at such location to be erected by Centrum I as part of its development of Parcel B for Walgreen and, after the expiration or termination of the Walgreen Lease, as is acceptable to Centrum I ("Parcel A Sign Panel"). The easement granted herein shall further include the right of reasonable access over, under, upon and across Parcel B to install, replace, maintain, repair and operate the Parcel A Sign Panel. Once constructed, Centrum I shall thereafter cause such shared pylon sign to be maintained, operated, illuminated and repaired (but shall have no obligations relative to the Parcel A Sign Panel itself, which shall be the sole obligation and cost of Centrum II or its Permittees, per a separate agreement). The Pircel A Sign shall be for the exclusive use of LaSalle during the continuance of the LaSalle Lease. The Parcel A Sign Panel shall not be larger or higher than any sign readerboard installed on such shared pylon sign by Walgreens or any other Permittee of Centrum I. Centrum I, from time to time during the term hereof, shall bill to Centrum II in writing for one-third (1/3) of the actual cost and expense of maintaining electrifying and repairing said shared pylon sign (but excluding the cost of maintaining, regarring and replacing the sign panel and readerboard used by Walgreen). Centrum J. shall promptly reimburse to Centrum I, Centrum II's onethird share of such costs.

- (i) An easement for the benefit of Centrum I, in the event (e) Remediation hazardous substances are found on Farcel A, and Centrum I is obligated to remediate such hazardous substances pursuant to the terms of the Walgreens Lease, to enter upon Parcel A to perform such remediation, provided Centrum I shall take all reasonable steps to minimize disruption of the business of the occupant of Parcel A and of the enjoyment by the Owner of Parcel B and its Permittees of any other easements provided herein burdening Parcel A, shall not disturb any building located on Parcel A, and shall promptly repair any damage caused during such remediation. (ii) An easement for the benefit of Centrum II, in the event hazardous substances are found on Parcel Band Centrum II is obligated to remediate such hazardous substances pursuant to the terms of the LaSalle Lease, to enter upon Parcel B to perform such remediation, provided Centrum II shall take all reasonable steps to minimize disruption of the business of the occupant of Parcel B and of the enjoyment by the Owner of Farcel A and its Permittees of any other easements provided herein burdening Parcel Parhall not disturb any building located on Parcel B, and shall promptly repair any damage caused during such remediation.
- 2.2 <u>Indemnification</u>. Each Owner, Centrum, Walgreen and LaSalle, and their respective successors and assigns, having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose Parcel is subject to the easement (including Centrum I and Walgreen, in the case of Parcel B, and including Centrum II and LaSalle, in the case of Parcel A) 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

# UNOFFICIAL COPY (umberland & Lawrence Norridge, IL [Store #5962]

acts or omissions of such Owner, Centrum, Walgreen or LaSalle, as the case may be, or their respective contractors, employees, agents, or others acting on behalf of such party.

2.3 Access Opening. The opening(s) and access point(s) contemplated between the Parcels for use of the Driveway, is/are shown on the Site Plan and such opening(s) and access point(s) between the Parcels for use of the Driveway, as contemplated pursuant to paragraph 2.1(a) above, are hereinafter called the "Access Openings." The Access Openings shall in no event be blocked, closed, altered, changed or removed and shall at all times remain in place as shown on the Site Plan. There shall be maintained between the Access Openings a smooth and level grade transition to allow the use of the Driveway for pedestrian and vehicular ingress and egress as set forth in paragraph 2.1 above. Except with respect to the Access Openings, Centrum shall be permitted to maintain a fence, curbing, landscaping or other improvements along the boundary line of its respective Parcel.

#### 2.4 Reasonable Use of Easements.

- (a) The easements hereinabove granted shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Parcel, including, without limitation, public access to and from said business, and the receipt or derivery of merchandise in connection therewith.
- (b) Once the utility lines, systems and equipment are installed pursuant to the easements granted in paragraph 2.1(b) hereof, no permanent building, structures, trees or other improvements inconsistent with the use and enjoyment of such easements (excluding improvements typically found in common areas of shopping centers) shall be placed over or permitted to encroach upon such utility installations. The Owners of the Parcels shall not unreasonably withhold, condition or delay their respective consent to the reasonably withhold, condition or delay their respective consent to the reasonably withhold, easements (at no cost to such Owner) at the request of Centrum, Walgreen or LaSalle. No such relocation affecting Parcel B or the utility service(s) thereto shall be performed without the consent of Walgreen (during the continuance of the Walgreen Lease). No such relocation affecting Parcel A or the utility service(s) thereto shall be performed without the consent of LaSalle (during the continuance of the LaSalle Lease).
- (c) Once commenced, any construction, maintenance or repair undertaken in reliance upon an easement granted herein shall be diligently prosecuted to completion, so as to minimize any interference with the business of any other Owner and its Permittees. Except in cases of emergency, the right of any Owner, Centrum, Walgreen or LaSalle to enter upon a Parcel of another Owner for the exercise of any right pursuant to the easements set forth, or to prosecute work on such Owner's own Parcel if the same interferes with utility easements or easements of ingress, egress or access to or in favor of another Owner's Parcel, shall be undertaken only in such a manner so as to minimize any

## UNOFFICIAL COPY (Sumberland & Lawrence Norridge, IL [Store #5962]

interference with the business of the other Owner and its Permittees. In such case, no affirmative monetary obligation shall be imposed upon the other Owner, Centrum (and/or, during the continuance of the Walgreen Lease, Walgreen and during the continuance of the LaSalle Lease, LaSalle), and the party undertaking such work shall with due diligence repair at its sole cost and expense any and all damage caused by such work and restore the affected portion of the Parcel upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the commencement of such work. In addition, the party undertaking such work shall pay all costs and expenses associated therewith and shall indemnify and hold harmless the other Owner(s) and its Permittees from all damages, losses, liens or claims attributable to the performance of such work. Notwithstanding the foregoing or anything contained in this Agreement to the contrary, the Owner of Parcel A and its Permittees shall in no event undertake any work described in this paragraph (except normal minor repairs in the ordinary course which do not interfere with the business of the Owner of Pricel B and its Permittees) which is not of an emergency nature during the months of November or December unless Walgreen, during the continuance of the Walgreen Lease, consents thereto.

(d) Except as may otherwise be specifically provided herein, nothing contained in this Agreement shall be deemed to grant to any Owner or its Permittees any right to alter or perform any construction upon another Parcel owned or occupied by another Owner or Permittee, as applicable.

#### 3. Maintenance.

- 3.1 <u>General</u>. Until such time as improvements are constructed on a Parcel, Centrum I and Centrum II shall maintain their respective Parcels in a clean and neat condition and shall take such measures as are necessary to control grass, weeds, blowing dust, dirt, litter or debris.
- 3.2 Driveways. Centrum II covenants at all times during the term hereof to maintain or cause to be maintained at its expense the Parcel A Driveways in good order. condition and repair. Centrum I covenants at all times during the term herecasto maintain or cause to be maintained at its expense the Parcel B Driveway in good order, condition and repair. Following the construction of the Driveways, maintenance of the Driveways shall include, without limitation, maintaining and repairing all sidewalks on the perimeter of Parcel A and the surface of the Driveways, removing all papers, debris and other refuse from and periodically sweeping all sidewalks on the perimeter of Parcel A and the surface of the Driveways to the extent necessary to maintain the same in a clean, safe and orderly condition, maintaining appropriate lighting fixtures for the Driveways, maintaining marking, directional signs, lines and striping as needed, and performing any and all such other duties as are necessary to maintain such sidewalks and Driveways in a clean, safe and orderly condition, including snow removal. 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 Driveways, Centrum I or Centrum II shall, as the case may be, with due diligence repair, restore and rebuild or cause to be repaired,

# UNOFFICIAL COPY Cumberland & Lawrence Norridge, IL [Store #5962]

restored or rebuilt, the Driveway(s) located on their respective Parcel to their condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement). The Driveways 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 Centrum, Walgreen (during the continuance of the Walgreen Lease) and LaSalle (during the continuance of the LaSalle Lease).

- 3.3 Buildings and Appurtenances Thereto. The terms of the Walgreen Lease and the terms of the LaSalle Lease set forth the obligations of the respective parties thereto to keep and maintain the building(s) located from time to time on their respective Parcels in good order, condition and repair. Once constructed, in the event of any damage to or destriction of a building on any Parcel, the terms of the Walgreen Lease and the terms of the LaSalie Lease set forth the obligations of the respective parties thereto to 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. Centrum I and Centrum II hereby covenant that throughout the term of this Agreement they shall cause such buildings on their respective Parcels to be maintained, repaired and restored as provided in this Article 3, and enforce the provisions of the Walgreen Lease and LaSalle Lease, respectively, which may relate to such maintenance, regain and restoration, as applicable. Nothing contained in subparagraph 3.1(b) shall be deemed to allow either Centrum I or Walgreen, or Centrum II or LaSalle, as the case may be to avoid a more stringent obligation for repair, restoration and rebuilding contained in the Walgreen Lease or the LaSalle Lease, as the case may be, or other written agreement between such parties. During the continuance of the Walgreen Lease, all buildings on Parcel A shall oc one story in height.
- 3.4 Parking Areas. Centrum I covenants at all times during the term hereof to maintain or cause to be maintained at its expense the parking areas located on Parcel B in good order, condition and repair. Following the construction of the parking areas, maintenance of the parking areas shall include, without limitation, naintaining and repairing the surface of the parking areas, removing all papers, debris and other refuse from and periodically sweeping the surface of the parking areas to the extent pecessary to maintain the same in a clean, safe and orderly condition, maintaining appropriate lighting fixtures for the parking areas, maintaining marking, directional signs, lines and striping as needed, and performing any and all such other duties as are necessary to maintain such parking areas in a clean, safe and orderly condition, including snow removal. 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 parking areas, Centrum I shall, with due diligence repair, restore and rebuild, or cause to be repaired, restored or rebuilt, the parking areas to their condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement). The parking areas 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 Centrum, Walgreen (during the continuance of the Walgreen Lease) and LaSalle (during the continuance of the LaSalle Lease).

# UNOFFICIAL COPY Cumberland & Lawrence Nornidge, IL [Store #5962]

- 3.5 <u>Utilities</u>. Centrum I and Centrum II shall each cause the construction, operation and maintenance of any utility or other installations serving their respective Parcels and from time to time existing on the other Parcel pursuant to an easement described herein, in good order, condition and repair, at its sole expense.
- 4. <u>Construction of Improvements</u>. Every building (including its appurtenant Common Area improvements), now or in the future constructed on a Parcel shall be constructed, operated and maintained so that the same is in compliance with all applicable governmental requirements.

#### 5. Restrictions.

- Each Parcel shall be used for lawful purposes in conformance with 5.1 Ceceral. all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and to use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Parcel that is illegal. In addition to the foregoing, throughout the term of the Walgreen Lease or the LaSalle Lease (whichever is longer), it is expressly agreed that neither all nor any portion of Parcel A or Parcel B 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 ibeetre, adult amusement facility, any facility selling or displaying pornographic materials of laving such displays, second hand store, odd lot, closeout or liquidation store, auction house (except for occasional auctions conducted by financial institutions and within the building located on the respective Parcel), flea market, blood bank, educational facility (except that a child care facility, located in the building located from time to time on a Parcel, icc he benefit of employees of the businesses located on the respective Parcel shall be permitted), training facility (except that training incidental to a retail use or in connection with a financial institution shall be permitted), sleeping quarters or lodging, the outdoor housing or raising of animals, the sale, leasing or storage of automobiles, boats or other vehicles a car wash, any industrial use, an assembly hall (except the foregoing shall not prohibit use of a conference room located in a building on a Parcel for meetings), off track betting establishment, bingo parlor, any use involving the use, storage, disposal or handling on such property of hazardous materials or underground storage tanks, any office use (except in idental to a retail use or in connection with a financial institution), a restaurant (except as otherwise permitted under Section 5.2(v) below) or any use which creates a nuisance.
- 5.2 Additional Parcel A Restrictions. During the continuance of the Walgreen Lease, 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 (other than as part of a medical, dental, physician, surgical or chiropractic office[s], which office[s] shall not be restricted by this subsection [ii]); (iii) the sale of so-called health and/or beauty aids and/or drug sundries (except that a maximum of 100 square feet of combined floor or display area

## UNOFFICIAL COPY Cumberland & Lawrence Norridge, IL [Store #5962]

may be devoted to the incidental sale of health and/or beauty aids and/or drug sundries); (iv) for the operation of a business in which photofinishing services and/or photographic film are offered for sale (except that the sale of photographic film is not hereby restricted to the extent such sale is incidental to a business and except that the foregoing restriction shall not apply to off-site photofinishing services offered by the business operating on Parcel A to its employees as a benefit of their employment); (v) the operation of a business in which prepackaged food items for off premises consumption are offered for sale [except that a either a take-out restaurant or coffee-house (in which a maximum of 100 square feet of combined floor or display area may be devoted to the incidental sale of prepackaged food) with minimal seating shall be permitted]; and/or (vi) for the operation of a business in which greeting cards and/or gift wrap are offered for sale (except that a maximum of 100 square feet of combined sales or display area may be devoted to the incidental sale of greeting cards and/or gift wrap).

- Parcel P. Pestrictions. During the continuance of the LaSalle Lease, no portion of Parcel B shall be operated as a bank, trust company, safe deposit vault, savings and loan, currency exchange of any other banking entity (except that automated teller machines located within a building and not as a portion of a drive-through facility shall be permitted), insurance services, financial services, stock brokerage and investment management.
- 5.4 <u>Drive-Throughs</u>. No facility on a Parcel 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 another Parcel and/or the Driveway, or otherwise interfere with the normal pattern and flow of pedestrian or vehicular traffic on and across a Parcel and/or the Driveway. Nothing contained herein shall be deemed to affect the drive-through serving the building for LaSalle to be initially constructed on Parcel A by the Owner thereof, which is hereby expressly approved.

#### 6. Insurance and Taxes.

(a) Centrum I and Centrum II hereby covenant that throughout the term of this Agreement they shall either carry or cause their respective Permittees to carry general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in paragraph 2.2 above), death, or property damage occurring upon the respective Centrum entity'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 Owner, each other Centrum entity, Walgreen, during the continuance of the Walgreen Lease, and LaSalle, during the continuance of the LaSalle Lease) (provided the party obtaining such insurance has been supplied with the name of the Owners in the event of a change thereof) as additional insureds, and shall enforce the provisions of the Walgreen Lease and LaSalle Lease, respectively, which may relate to such insurance coverage, as applicable. Walgreen (whether as tenant under the Walgreen Lease or in the event Walgreen becomes an Owner of a Parcel) and LaSalle (whether as tenant under the

# UNOFFICIAL COPY Sumberland & Lawrence Norridge, IL [Store #5962]

LaSalle Lease or in the event LaSalle becomes an Owner of a Parcel) may elect to self insure and/or carry insurance required hereunder under master or blanket policies of insurance.

- (b) Centrum I and Centrum II hereby covenant that throughout the term of this Agreement they shall either pay or cause their respective Permittees to pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Parcel, and shall enforce the provisions of the Walgreen Lease and LaSalle Lease, respectively, which may relate to such payment of taxes, as applicable.
- No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating argerights 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 improvements required for the initial development for Walgreens by Centrum I, shall be implied by this Agreement; in that regard, and without limiting the foregoing, no easements for parking, signage or drainage are granted or implied.

### 8. Remedies and Enforcement.

- All Legal and Equitable Remedies Available. 8.1 In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, and the failure to cure such breach within thirty (30) days after written notice thereof (the Pennittees of either Owner may give such notice, which shall be deemed effective as if given by Owner), the other Owner(s), Centrum, Walgreen and LaSalle shall be entitled forthwife 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 ne eunder by the Owner of Parcel B or by Centrum I, which enforcement or cure shall be accepted by the other Owner(s) and by Centrum II as if effected by the Owner of Parcel B or by Centrum I, as the case may be. LaSalle shall have the right, but not the obligation, to enterce this Agreement on behalf of the Owner of Parcel A, and/or to cure a breach or default hereunder by the Owner of Parcel A or by Centrum II, which enforcement or cure shall be accepted by the other Owner(s) and by Centrum I as if effected by the Owner of Parcel A or by Centrum II, as the case may be.
- 8.2 <u>Self-Help</u>. In addition to all other remedies available at law or in equity, upon the failure of a defaulting party to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Owner, Centrum, Walgreen or LaSalle (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting party commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), Walgreen, LaSalle, Centrum or any Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting party and be reimbursed by such defaulting party upon demand for the reasonable costs thereof and, if such reimbursement is not made

# UNOFFICIAL COPY (umberland & Lawrence Norridge, IL [Store #5962]

within thirty (30) days after demand, such defaulting party shall also pay interest at the prime rate charged from time to time by LaSalle Bank National Association (its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency and/or (ii) material blockage or other impairment of the easement rights, an Owner, Centrum, Walgreen or LaSalle may immediately cure the same and be reimbursed by the defaulting party upon demand for the reasonable cost thereof and, if such reimbursement is not made within thirty (30) days after demand, such defaulting party shall also pay interest at the prime rate, plus two percent (2%), as above described. In such event, the curing party shall make reasonable efforts to advise the defaulting party as quickly as possible provided failure to so advise the defaulting party shall not waive any of the curing party's rights re eunder.

- 8.3 <u>Remedies Cumulative</u>. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.
- 8.4 <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.
- 8.5 <u>Irreparable Harm.</u> In the event of a violation or threat thereof of any of the provisions of paragraphs 2 and/or 5 of this Agreement, each Owner agrees that such violation or threat thereof 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, Walgreen and/or LaSalle, 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.
- 9. <u>Term.</u> 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 in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record Owners of Parcel A and Parcel B in accordance with paragraph 10.2 hereof.

#### 10. Miscellaneous.

10.1 <u>Attorneys' Fees</u>. In the event a party (including Centrum, Walgreen or LaSalle) 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

# UNOFFICIAL COPY Cumberland & Lawrence Norridge, IL [Store #5962]

to recover its actual costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

#### 10.2 Amendment.

- The parties agree that the provisions of this Agreement may be modified (a) 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. The Owners of Parcel A and Parcel B grant to Centrum and its respective successors and assigns the right, without the consent of the Owners of the Parcels, to modify the provisions of this Agreement allocating responsibility for construction, maintenance, repair and replacement of improvements located on the Parcels, provided the Owners of the Parcels shall not be allocated any such responsibilities without their respective written consent and further provided Centrum obtains the consent of Waigreen and/or LaSalle as required under subparagraph 10.2(b). In addition, with the consent of Walgreen during the continuance of the Walgreen Lease, and LaSalle during the continuance of the LaSalle Lease, Centrum may from time to time replace the Site Plan attached hereto as Exhibit "B" with other site plans without the consent of the Owners.
- (b) Notwithstanding subparagraph 10.2(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) and by LaSalle (during the continuance of the LaSalle Lease).
- Wherever in this Agreement the consent or approval of a party is 10.3 Consents. required (including the approval of Walgreen or LaSalle), unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld, conditioned 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, Certam, Walgreen or LaSalle 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 or Centrum I, to be effective, shall also require the consent of Walgreen, which may be given, denied or conditioned by Walgreen in Walgreen's sole and absolute discretion. Walgreen shall be provided not less than thirty (30) days from receipt of a sufficient written request (in accordance with Subsections (a), (b) and (c) above) for such consent, to consent to (or refuse) such item for which consent of Owner of Parcel B or Centrum I is requested, and such consent (or refusal) of Walgreen shall be given within said thirty (30) day period. Any consent of Owner of Parcel B or Centrum I absent Walgreen's express consent shall be of no effect and deemed invalid. During the continuance of the LaSalle Lease, any consent by the Owner

## UNOFFICIAL COPY Our Morridge, IL [Store #5962]

of Parcel A or Centrum II, to be effective, shall also require the consent of LaSalle. Any consent of LaSalle may be given, denied or conditioned by LaSalle in LaSalle's sole and absolute discretion. LaSalle shall be provided not less than thirty (30) days from receipt of a sufficient written request (in accordance with Subsections (a), (b) and (c) above) for such consent, to consent to (or refuse) such item for which consent of Owner of Parcel A or Centrum II is requested, and such consent (or refusal) of LaSalle shall be given within said thirty (30) day period. Any consent of Owner of Parcel A or Centrum II absent LaSalle's express consent shall be of no effect and deemed invalid.

- 10.4 No Waiver. 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 d-fault.
- 10.5 <u>No Agency</u>. Nothing in this Agreement shall be deemed or construed by either 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.
- 10.6 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, lease cold or other interest therein and shall inure to the benefit of the respective parties and weir successors, assigns, heirs, and personal representatives.
- 10.7 Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or an 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.
- 10.8 <u>Severability</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.
- 10.9 Time of Essence. Time is of the essence of this Agreement.

### **UNOFFICIAL CO** [Store #5962]

10.10 Entire Agreement. 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.

Notices or other communication hereunder shall be in writing and 10.11 Notices. 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 listed below may change from time to time their respective address for notice hereunder by like notice to the other parties listed below. Notice given by any Owner hereunder to be effective shall also simultaneously be delivered to Walgreen (during the continuance of the Walgreen Lease) and LaSalle (during the continuance of the LaSalle Lease). The notice addresses of the Parcel A Owner, the Parcel B Owner, Centrum I, Centrum II, Walgreen and LaSalle are as follows:

Walgreen Co.

Attention: Law Department

Mall Stop No. 2252 200 Wilmot Road

Deerfield, Illinois 60015

LaSalle:

c/o ABN AMP ? North America, Inc.

135 S. LaSalle St. Suite 3400

Chicago, IL 60603

hicago, 12
Attn: Property Man.

with a copy to:

ABN AMRO North America, Inc.

135 South LaSalle St.

925

925

925

92603

#### Parcel A Owner:

C/o Giannotti's Trust 10608:

17 W. 400 22<sup>nd</sup> Street

Oakbrook Terrace, IL 60180

Trust 7859:

C/o Giannotti's

17 W. 400 22<sup>nd</sup> Street

Oakbrook Terrace, IL 60180

Parcel B Owner:

C/o Giannotti's

17 W. 400 22<sup>nd</sup> Street

Oakbrook Terrace, IL 60180

## UNOFFICIAL COPY Sumberland & Lawrence Norridge, IL [Store #5962]

<u>Centrum I</u>: Centrum Norridge, L.L.C.

C/o Centrum Properties, Inc. 225 W. Hubbard Street, 4<sup>th</sup> Floor

Chicago, IL 60610 Attn: Manager

<u>Centrum II</u>: Centrum Norridge II, L.L.C.

C/o Centrum Properties, Inc. 225 W. Hubbard Street, 4<sup>th</sup> Floor

Chicago, IL 60610 Attn: Manager

10.12 <u>Governing Law</u>. The laws of the State in which the Parcels are located shall govern the interpretation, validity, performance, and enforcement of this Agreement.

10.13 Estoppel Certificates. Each Owner and Centrum, within twenty (20) days of its receipt of a written request from the other Owner(s), Centrum, Walgreen or LaSalle, shall from time to time provide the requesting Owner, Centrum, Walgreen or LaSalle, a certificate binding upon such Owner or Centrum stating: (a) to the best of such party'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.

10.14 <u>Bankruptcy</u>. In the event of any pankruptcy 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.

10.15 <u>Trustee Exculpation</u>. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and a recements herein made on the part of the Trustee, while in form purporting to be the warrantes. indemnities, representations, covenants, undertakings and agreements of said Trustee, are nevertheless, each and every one of them made and intended not as personal war, anties, indemnities, representations, covenants, undertakings and agreements by said Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only the trust property held by said Trustee, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or responsibility is assumed by nor shall at any time be asserted or enforceable against LaSalle Bank, N.A. on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all of such personal liability, if any, being expressly waived and released.

## UNOFFICIAL COPY Cumberland & Lawrence Norridge, IL [Store #5962]

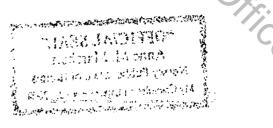
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

#### PARCEL A OWNER

LASALLE BANK NATIONAL ASSOCIATION, as successor trustee to Bank One-Ravenswood, as Trustee under Trust Agreement dated May 28, 1986 and known as Trust Number 25-7798 and not personally

By: Roth Edwards	
Its: TRUST OFFICER	
Attest: Affectation to required by LoSalle Barik Multonal Association	
Bylaws	
Witnesses:	
0-	
STATE OF ILLINOIS )	
) SS:	
COUNTY OF COOK )	
CERTIFY THAT HETA A EDWARDS, persor subscribed to the foregoing instrument as the person and acknowledged to me that s/he, being duly a	and for said County, in the State aforesaid, DO HEREBY hally known to me to be the same person whose name is possible of Parcel A County, appeared before me this day in uthorized, signed and delivered said instrument as her/his free
and voluntary act in her/his capacity asset forth.	of the Parcel A Owner for the uses and purposes therein
GIVEN under my hand and Notarial Seal, this	all day of June 12001.
	anne MMar asit
COMMISSION EXPIRES: OFFICIAL SE	AL" NOTÁRY PUBLIC
Notary Public, State of My Commission Papires Are	Illinois E

0657446



# UNOFFICIAL COPY (umberland & Lawrence Norridge, IL [Store #5962]

ASSOCIATION, as successor trustee to

#### **PARCEL B OWNERS**

successor trustee to Bank One-

Ravenswood, as Trustee under Trust	Bank One-Ravenswood, as Trustee	
Agreement dated February 26, 1990	under Trust Agreement dated July	
and known as Trust Number 25-10608	1, 1986 and known as Trust	
and not personally	Number 25-7859 and not personarly	
	,	
$\partial \Omega \wedge \partial \Omega = 0$	- $0$ $0$ $0$	
By: Coto Edurado	By: <u>Wold Ediando</u>	
Its: TRUST OFFICER	Its: TRUST OFFICER	
Attest: Affestation in required by	Attest: Affectation not required by	
Lasalle Bank National Association	Attest: Attestation not required by LaSalle Bank National Association	
Bylaws	Bylaws	
Witnesses:	Witnesses:	
0/		
7		
CTATE OF HIDDIO	OUNT -	
STATE OF ILLINOIS ) SS:	Yh.,	
COUNTY OF COOK )		
I Anne M. Marchert a Notary Public in and for said Count, in the State aforesaid, DO HEREBY CERTIFY THAT RETA A. EDWARDS, personally known to me to be the same person whose name is		
subscribed to the foregoing instrument as the TRICOFFIC of Trust 10603, Paper ared before me this day in		
person and acknowledged to me that s/he, being duly authorize	zed, signed and delivered; and instrument as her/his free	
and voluntary act in her/his capacity as forth.	or trust 10008, for the uses and purposes therein set	
	$O_{x_{-}}$	
GIVEN under my hand and Notarial Seal, this <u>20</u>	day of <u>June</u> , 2001.	
	d n	
	Anne MMarchant	
COLORAGGIONI ENDIDEO	NOTARY PUBLIC	
COMMISSION EXPIRES "UFFICIAL SEAL"		
Anne M. Marchert		
Notary Public, State of Illinois		
My Commission Expires April 23, 2002		

LASALLE BANK NATIONAL ASSOCIATION, LASALLE BANK NATIONAL

## UNOFFICIAL COPY Sumberland & Lawrence Norridge, IL [Store #5962]

STATE OF ILLINOIS	)		
COUNTY OF COOK	) SS:		
subscribed to the foregoing and acknowledged to me the	g instrument as the TRUST hat s/he, being duly authorize	and for said County, in the Sta lly known to me to be the san OFFICOF Trust 7859, appea ed, signed and delivered said of Trust 7859, for the uses an	red before me this day in person instrument as her/his free and
GIVEN under my	hand and Notarial Seal, this	80 day of June.	, 2001.
A CO	· <u>-</u>	Anne MMa NOTARY P	tehant
COMMISSION EXPIRES	Anne M. Marchel Novary Public, State of Ill My Chambrida Expires April 2.	I.T. Elinois	

# UNOFFICIAL COPY Cumberland & Lawrence Norridge, IL

[Store #5962]

#### **CONSENT**

Centrum Norridge, L.L.C. and Centrum Norridge II, L.L.C. hereby consent to the terms of the foregoing Agreement and agree to be bound by the terms therein.

ſ				
CENTRUM NORRIDGE, J.L.C.	CENTRUM NORRIDGE II, L.L.C.			
By: Manager	By: Manager			
STATE OF ILLINOIS ) SS:				
COUNTY OF COOK )				
I TENNISON a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Lawrence Asham, person. "Ily known to me to be the same person whose name is subscribed to the foregoing instrument as the Manager of Centrum Norridge, L.L.C., appeared before me this day in person and acknowledged to me that s/he, being duly authorized, signed and delivered said instrument as her/his free and voluntary act in her/his capacity as Manager of Centrum Norridge, L.L.C., for the uses and purposes therein set forth.				
GIVEN under my hand an ANGLALSER AF STEPHANIE T. BENGT Notary Public, State of II My Commission Expires 10	linois Dollar I Sudicion			
COMMISSION EXPIRES:	TŚ			
STATE OF ILLINOIS )	U <sub>f</sub> c.			
COUNTY OF COOK ) SS:				
CERTIFY THAT Aware Assumed a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Aware Assumed as Manager of Centrum Norridge, L.L.C., appeared before me this day in person and acknowledged to me that s/he, being duly authorized, signed and delivered said instrument as her/his free and voluntary act in her/his capacity as Manager of Centrum Norridge, L.L.C., for the uses and purposes therein set forth.				
GIVEN under my Band and Notarial Seas Fit Seas F	Illinois The Automatical Control of the Control of			
COMMISSION EXPIRES:	******			

#### **EXHIBIT A**

#### Legal Descriptions of the Parcels

#### Parcel A

The Westerly 15 Feet of Lot 10, all of Lots 11 and 12, in Block 8 in Cumberland and Lawrence, being George Gauntlett's Subdivision of the South East 1/4 of the South West 1/4 of Section 11, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

12-11-309-020, 12-11-309-021

Parcel B

Lots 3, 4, 5, 6, 7 and 8 in Block 8 in Cumberland and Lawrence being George Gauntlett's Subdivision of the Southwest Quarter of the Southwest Quarter of Section 11, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

and

Lot 9, and the East 35 Feet of Lot 10, in Block 8, Cumberland and Lawrence, being in George Gauntlett's Subdivision of the Southeast Quarter, of the Southwest Quarter of Section 11, Township 40 North, Range 12, East of the Third Principal Meridian, Cook County, Illinois.

and

That part of the east-west public alley lying east of the southerity extension of the west line of Lot 8 in Block 8 in Cumberland and Lawrence, being George Guntlett's Subdivision of the southeast quarter of the southwest quarter of Section 11, Townshir 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

the Third Principal Michael.,

12-11-309-008, 12-11-309-009, 12-11-309-010, 12-11-309-011, 12-11-309-012,
12-11-309-013, 12-11-309-018

10657446

UNOFFICIAL COPY Sumberland & Lawrence
Norridge, IL
[Store #5962]

**EXHIBIT B** 

Site Plan

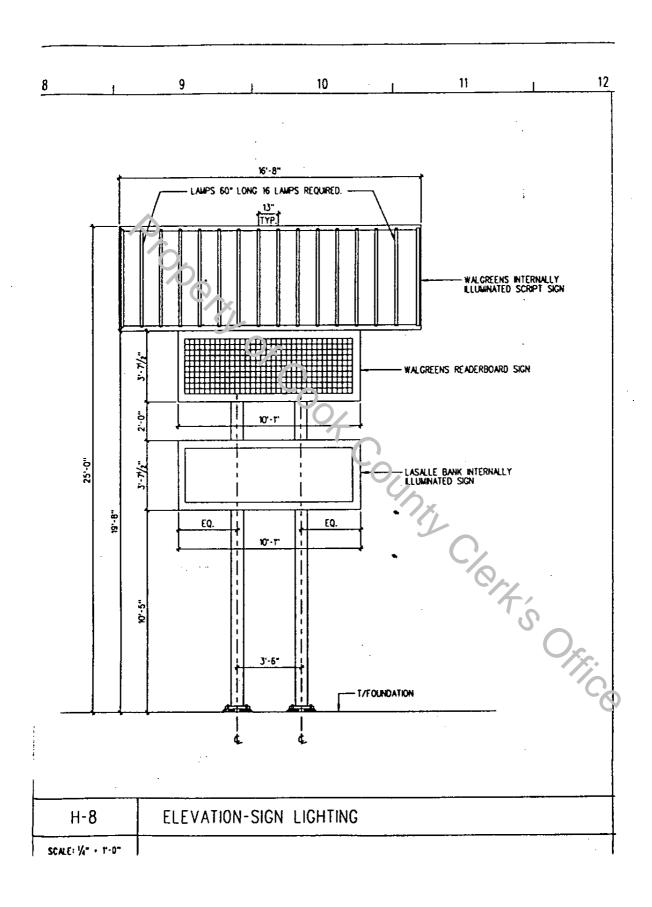
UNOFFICIAL COPY (Sumberland & Lawrence Norridge, IL [Store #5962]

**EXHIBIT C** 

SIGN DRAWING

Property of Cook County Clerk's Office

10657446



10657446

