Cook County Recorder

15:54:21 75.00

LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT (this "Termination"), is n

December 2, 1999, by and between AMERICAN NATIONAL BANK AND TRUST

COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated

February 2, 1990 and known as Trust No. 108205-04 ("Lessor") and JEWEL FOOD STORES, INC.,

a New York corporation ("Lessee"), collectively the "Parties" and individually, a "Party."

RECITALS:

- A. By Lease dated October 30, 1965, as amended by an Amendment to Lease dated December 15, 1966, as amended by a Second Amendment to Lease dated February 1, 1974, as amended by a Third Amendment to Lease dated December 12, 1977, as evidenced by that certain Lease (short form) dated October 30, 1965 and recorded January 31, 1966 in the Cook County, Illinois, Recorder of Decks Office as Document No. 19-725309 (collectively, the "Lease"), The Steel City National Bank of Chicago, as Trustee under Trust Agreement dated August 14, 1964 and known as Trust No. 199, Lesser's predecessor in interest, leased to the Jewel Tea Co., Inc, a New York corporation, Lessee's predecessor in interest, certain premises (the "Premises") located at the northeast comer of East 88th Street in Stony Island Avenue, Chicago, Illinois, which Premises are more particularly described in Exhibit Abereto; and
 - B. The term of the Lease is scheduled to expire February 2, 2002; and
- C. The Parties desire to terminate the Lease prior to the scheduled expiration date on the terms set forth herein.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by each Party to the other, the receipt and sufficiency of which the Parties hereby acknowledge, and other good and valuable consideration, including the mutual covenants herein contained, the Parties covenants and agree as follows:

delivers written notice to Lessee that Lessor and Lessor's two new tenants have received all building and site permits from the City of Chicago, Illinois, necessary for Lessor's proposed development of the Premises (the "Permits"), and (ii) November 16, 2000 (the "Termination Date"), the Lease shall terminate. Notwithstanding the foregoing, in the event the City of Chicago, Illinois, withholds or arbitrarily delays the issuance of the Permits, Lessee shall cooperate with Lessor to source such Permits and the date of November 16, 2000 shall be extended as long as Lessor and Lessoe are pursuing the issuance of said Permits, but in no event shall the Termination Date be extended beyond February 2, 2002. All obligations of Lessor and Lessee under the Lease not fully performed as of the Termination Date shall survive the termination of the Lease, including, without limitation, Lessee's payment obligations with respect to rent, additional rent, percentage rent, real estate taxes and common maintenance expenses. Lessor shall promptly refund to Lessee all rent and other charges to the extent they are allocable to any period of time beyond the Termination Date.

Store No. 01-8721 8721 S. Stony Island, Chicago, IL

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- 2. Possession. Lessee shall surrender possession of the Premises on or before the Termination Date. Notwithstanding anything in the Lease to the contrary, surrender and acceptance of possession of the Premises shall be in its then "as is" condition. Notwithstanding the foregoing, on or before the Termination Date, Lessee shall remove all of Lessee's products, fixtures, equipment, refrigeration and built in freezers and cases and will repair any damage caused by such removal. Lessor acknowledges and agrees that there are two (2) cracked heat exchangers and Lessee will not repair or replace such units. From the date of this Termination through the Termination Date, Lessee shall keep the temperature of the Premises at all times sufficiently high to prevent freezing of water in pipes and fixtures.
- 3. Release. Lessee and Lessor shall be fully and unconditionally released from their respective obligations under the Lease from and after the Termination Date, excluding obligations of the Parties, if any, accruing prior to the Termination Date and outstanding on such date, which shall remain obligations of the respective Party until satisfied.
- 4. <u>Use of Fractises.</u> As consideration for this Lease Termination, Lessor agrees that, from and after the Termination Date, the Premises shall not be used or occupied (i) for five (5) years as a retail drug store or a pharmacy nor used for the sale of any items requiring dispensation by or through a pharmacy or requiring dispensation by or through a registered or licensed pharmacist, provided the University of Chicago Medical Center may dispense any items requiring dispensation by or through a pharmacy or requiring dispensation by or through a registered or licensed pharmacist in conjunction with its use; or (ii) for seven (1) years as a grocery store or supermarket nor used for the sale of any items of the following: (1) fish of meat (except by a restaurant in prepared form) and (2) produce; provided, however, that Lessor may use or rent for use a portion of the Premises, not to exceed 5,000 square feet of floor area in the aggregate, for the sale, at retail, of food items for consumption off the Premises. These use restrictions benefit the property located at 1655 East 95th Street, Chicago, Illinois and legally described on Exhibit £ attached hereto and made a part hereof.
- 5. Authority. Lessor hereby represents and warrants to Lessee that: (i) Lessor is the sole landlord of the Lease; (ii) neither the Lease, nor any of Lessor's rights thereunder, have been transferred or assigned by Lessor as security for any obligation of Lestor or otherwise; (iii) there are no mortgages, trust deeds, deeds of trust, assignment of rents or leases file: against or affecting the Premises, except LaSalle National Bank; and (iv) Lessor has full power and outhority to enter into this Agreement and no third party consent or approval, except the consent of LaSalle National Bank, is required to permit Lessor to terminate the Lease on the terms herein set forth.
- Trust Company of Chicago, not personally but as successor Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as Trustee and has been directed by written direction to execute this Termination by the beneficiary of the Trust. Nothing herein contained shall be construed as creating any liability or responsibility upon American National Bank and Trust Company of Chicago, personally, and no personal liability or responsibility is assumed by, nor shall at any time be asserted or enforceable against Trustee, personally, on account of this Termination.

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- as of the date of this Termination, to enter upon the Premises for the sole purpose of performing work to the exterior of the Premises; and (ii) commencing on the date that Lessee has completed the removal of all furniture, trade fixtures, inventory, equipment and personal property of Lessee located on or about the Premises, to enter upon the Premises for the purpose of performing work to the interior of the Premises. The revocable licenses granted herein shall expire automatically, without further act or deed of either Lessor or Lessee, on the Termination Date. The revocable licenses granted herein are subject to and contingent upon Lessor's satisfaction of, and compliance with, the following conditions and agreements:
 - a. all work performed on or about the Premises shall be performed in accordance with all suplicable laws, regulations, rules, ordinances and other orders, and all such work by Lessor shall be without cost or liability to Lessee, and all costs of materials and services incurred in connection therewith shall be paid for by Lessor.
 - b. Lessor shall indemnify, defend and hold Lessee harmless for any loss, cost, damage, expense, liability or claim, including reasonable attorney fees and costs, arising from or relating to the work to the Premises performed by Lessor, the acts of Lessor's employees, agents, contractors, officers and vendors, or any claim from any third party arising from any of the foregoing; provided, however, that this provision shall not operate to indemnify, defend or hold Lessee harmless for any costs, expense, liability or claim (including reasonable attorney fees and costs), to the extent caused by the intentional or negligent acts of Lessee or its agents or employees.
 - Lessor shall maintain insurance coverage upon the equipment, construction material, fixtures and personal property of Lessor kept, stored and maintained on or about the Premises against loss or damage by fire, windstorm or other casualties or causes for such amount as Lessor may desire, and Lessor agrees that such policy shall contain a waiver of subrogation clause as to Lessee. Except to the extent caused by the negligence or willful misconduct of Lessee, its agents, employees or contractors, Lessee and its agents, employees and contractors shall not be liable for loss or damage to any personal property stored or installed by Lessor on or about the Premises, and Lessor (i) waives any claim against Lessee for and in respect thereto and (ii) hereby agrees to indemnify and defend Lessee against all claims for any loss or damage to any such equipment, construction material, fixtures and personal property from any cause whatsoever, except to the extent caused by the negligence or willful misconduct of Lessee, its agents, employees or contractors. It is further expressly understood that the relationship between Lessee and Lessor constitutes a license to perform work to the Premises subject to the terms and conditions herein only, and that neither such relationship nor the storage of any such equipment, construction material, fixtures or personal property hereunder shall constitute a bailment or create the relationship of bailor and bailee. Lessor shall maintain policies of insurance insuring Lessee against Lessor's indemnification obligations herein. Lessor shall furnish Lessee with a copy of policy or policies of insurance, or binders therefor, prior to the commencement of work to the exterior of the Premises.

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Reimbursement. As part of Lessor's work within the Premises, Lessor may remove 8. existing floor coverings and mastic from the Premises. The estimated cost of such removal is \$35,000.00. Any such removal shall be performed by or through Lessor, without liability, obligation or responsibility of Lessee. Lessee agrees to contribute an amount equal to one-half of the cost of such removal, up to, but not to exceed, \$17,500.00, which amount shall be payable within thirty (30) days from the date such removal is complete and Lessor has submitted to Lessee a written statement requesting such payment, together with invoices and other documentation reasonably requested by Lessee to evidence Lessor's completion of such removal and the total cost thereof.

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[Signature Page Follows] THE SUBMISSION OF THIS AGREEMENT FOR EXAMINATION OR TIS NEGOTIATION OR THE NEGOTIATION OF THE TRANSACTION DESCRIBED HEREIN DOES NOT CONSTITUTE AN OFFER BY LESSEE, AND THE EXECUTION OF THIS AGREEMENT BY LESSOR DOES NOT CONSTITUTE A BINDING CONTRACT UNTIL SUCH TIME AS THIS AGREEMENT HAS BEEN APPROVED BY THE GOVERNING REAL ESTATE COMMITTER OF LESSEE, EXECUTED BY AUTHORIZED OFFICERS OF LESSEE, AND DELIVERED BY LESSEE.

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EXECUTED as of the date first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated February 2, 1990 and known as Trust No. 108205-04

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This instrument is executed by t	he undersigned Land Trustice, not personally but so have:
Trustee in the exercise of the po	Wor and adjusting to the secretices, indentional
Trustae, It is expressly unders	the undersoned Land Huster to the work and verted in it as such two and authority contented upon and verted in it as such two and agreed that all of the work and in the participation of a resources beginning on the participation.
teorasentations, overants, unk	dentakings and agreements herein made on the particished
Trustage are undertaken by it sold	tertain as and agressines and not personally. No personal skin its or part by as Trustee and not personally. No personal are time the asserted or
leases a personal responsible	By is assumed by or shall all any time be asserted or
Commercial conductations of agree	attent of the Trus ee in the instrument.

"Lessor"

JEWEL FOOD STORES, INC., a New York corporation

Name WILLIAM H. ARNOLD
Title: Yue President

"Lessee"

Consented to this 24th day of Acamber, 9

LASALLE BANK M. A. , F/K/4 LASALLE NATIONAL BANK

Name: David M. Patchin
Title: Fret Vice feside t

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STATE OF)
COUNTY OF)
I. RINA WIESE, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that WILLIAM H. ARNOLD, Vice President of Jewel Food Stores, Inc., an New York corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth. GIVEN under niv pand and notarial seal this 12th day of January, 2000.
<u>Drina Wiese</u> Notary Public
My Commission Expires:
January 28, 2004
TRINA WIESE NOTARY PUBLIC STATE OF IDAHO
TRINA WIESE NOTARY PUBLIC STATE OF IDAHO

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STATE OF JLUNOIS COUNTY OF COUK

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that American National Bank and Trust Company of Chicago, as Trustee under the Trust Agreement dated February 2, 1990 and known as Trust Number 108205-04 and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____ Trustee he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 28 day of Dec.

"OFFICIAL SEAL" Anse M. Marchert Notary Public State of Illinois My Commission Expens April 23, 2002 Dr Coot County Clert's Office

Some MMarchant

My Commission Expires:

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Exhibit A

Legal Description of the Premises

The West 248.52 feet (except the North 8 feet of the East 123.52 feet thereof taken for Alley) of Lot 2 in Zearing, Graham and Chandler's Partition of the West ½ of the Northwest 1/4 of Section 1, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

ALSO:

Lots 10 to 20, both inclusive, in Block 4 in Fred E. Downey's Subdivision of Lots 3 to 6 in Zearing, Graham and Chandler's Partition of the West ½ of the Northwest 1/4 of Section 1, Township 37 North, Range 1 + East of the Third Principal Meridian, in Cook County, Illinois;

ALSO:

That part of 87th Place (vacated) lying North of and adjoining said Lot 20;

#: 25-01-102-021-6000 IN

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Legal Description of 1655 East 95th Street, Chicago, Illinois

THAT PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP ST NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN COMMENCING AT INTERSECTION OF THE NORTH LINE OF SAID NORTHINEST QUARTER AND THE CENTERLINE OF STONY ISLAND AVENUE, THENCE SOUTH 90 DEGREES OO MININES OF SECONDS EAST ALONG SAID NORTH LINE, 1080 24 FEET; THENCE SOUTH 90 DEGREES OF MININES OF SECONDS EAST ALONG SAID NORTH LINE, 1080 24 FEET; THENCE SOUTH 90 DEGREES OF MININES ALONG A LINE 1080 16 FEET EAST OF THE CENTERLINE OF SOUTH STONY ISLAND AVENUE, BIG. TO FEET TO THE POINT OF BEGINNING, THENCE CONTINUING SOUTH OF DEGREES OF MININES AS SECONDS EAST, ALONG LIFET TO A DOINT OF A SECONDS EAST. ISLAND AVENUE, 319.70 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING SOUTH OD DEGREES OF MINUTES 43 SECONDS EAST, 364.93 FEET; THENCE NORTH 40 DEGREES OD MINUTES OD SECONDS WEST, 122.11 FEET TO A POINT ON A LINE PARALLEL WITH AND 99 FEET NORTHEAST OF THE NORTHEAST OF MAY; THENCE NORTH 33 DEGREES OZ MINUTES 32 SECONDS WEST. THENCE NORTH 33 DEGREES OZ HINUTES 32 SECONDS WEST. 13.56 FEET TO A POINT ON THE EASTERLY LINE OF STONY ISLAND AVENUE; THENCE NORTH OD DEGREES 26 MINUTES 44 SECONDS WEST ALONG SAID EASTERLY FIGHT OF WAY LINE, 202.16 FEET; THENCE NORTH OF DEGREES 14 MINUTES 33 SECONDS EAST, 115.20 FEET ALONG THE SAID EASTERLY FIGHT OF WAY LINE, THENCE SOUTH 66 DEGREES 14 MINUTES 50 SECONDS EAST, 41.94 FEET; THENCE SOUTH OF DEGREES 14 MINUTES 50 SECONDS WEST, 95.51 FEET; THENCE SOUTH OF DEGREES 10 MINUTES 60 SECONDS EAST, 15.669 FEET; THENCE NORTH OF DEGREES 10 D THÊNCE SOUTH OF DEGREES IN MINITES SO SECONDS MEST, 45SI FEET; THENCE SOUTH OF DEGREES OF MINITES OF SECONDS EAST, 22.89 FEET; THÊNCE MORTH 20 DEGREES OF MINITES OF SECONDS EAST, 186.50 / FEET; THÊNCE MORTH IS DEGREES OF MINITES AS SECONDS EAST, 186.50 / FEET; THÊNCE MORTH IS DEGREES OF MINITES AS SECONDS EAST, 186.50 FEET TO THE SOUTHERLY RIGHT OF MAY LINE OF 45th STREET; THÊNCE MORTH OF DEGREES AS MINITES AS SECONDS EAST, 156.63 FEET TO THE SOUTHERLY RIGHT OF MAY LINE, 30.02 FEET; THÊNCE SOUTH OF DEGREES OF MINITES OF SECONDS EAST, 173.04 FEET; THÊNCE MORTH OF DEGREES OF MINITES OF SECONDS EAST, 174.04 FEET; THÊNCE MORTH OF DEGREES OF MINITES OF SECONDS EAST, 175.04 FEET; THÊNCE MORTH OF DEGREES OF MINITES OF SECONDS EAST, 176.06 FEET TO THE SOUTHERLY RIGHT OF MAY LINE OF 45th STREET; THÊNCE MORTH OF DEGREES OF MINITES OF SECONDS EAST, 166.06 FEET, THÊNCE MORTH OF MAY LINE, 10.05 FRET; THÊNCE SOUTH OF DEGREES OF MINITES OF SECONDS EAST, 166.06 FEET, THÊNCE MORTH OF DEGREES OF MINITES OF SECONDS EAST, 166.06 FEET, THÊNCE MORTH OF DEGREES OF MINITES OF SECONDS EAST, 166.06 FEET, THÊNCE MORTH OF DEGREES OF MINITES OF SECONDS EAST, 166.06 FEET, THÊNCE MORTH OF DEGREES OF MINITES OF SECONDS EAST, 166.06 FEET, THÊNCE MORTH OF DEGREES OF MINITES OF SECONDS EAST, 166.06 FEET, THÊNCE MORTH OF DEGREES OF MINITES OF SECONDS EAST, 166.06 FEET, THÊNCE MORTH OF DEGREES OF MINITES OF SECONDS EAST, 166.06 FEET, THÊNCE MORTH OF DEGREES OF MINITES OF SECONDS EAST, 166.06 FEET, THÊNCE MORTH OF DEGREES OF MINITES OF SECONDS EAST, 166.06 FEET, THÊNCE MORTH OF DEGREES OF MINITES OF SECONDS EAST, 166.06 FEET, THÊNCE MORTH OF DEGREES OF MINITES OF SECONDS EAST, 166.06 FEET, THÊNCE MORTH OF DEGREES OF MINITES OF SECONDS EAST, 166.06 FEET, THÊNCE MORTH OF DEGREES OF MINITES OF SECONDS EAST, 166.06 FEET, THÊNCE MORTH OF DEGREES OF MINITES OF SECONDS EAST, 166.06 FEET, THÊNCE MORTH OF DEGREES OF MINITES OF SECONDS EAST, 166.06 FEET, THÊNCE MORTH OF DEGREES OF MINITES OF SECONDS EAST, 166.06 FEET, THÊNCE MORTH OF MAY LINE.

THAT PART OF THE NORTHWEST QUARTER OF SECTION II, TO MACHIP ST NORTH, RAIGE 12 BAST OF THE THIRD FRINCIPAL HERDIAN, COMMENCING AT THE NORTH LINE OF THE SAID INCTITIVEST QUARTER AND THE CENTERLINE OF STONY ISLAND AVEILE: THENCE SOUTH OO DEGREES 25 MINUTES 44 SECONDS BAST A LONG SAID CENTERLINE, 46550 FEET; THENCE NORTH 40 DEGREES OO MINUTES OO SECONDS BAST, 151.40 FEET TO THE POINT OF DEGREES CO MINUTES OO SECONDS BAST, 156.64 FEET; THENCE NORTH OO DEGREES CO MINUTES OO SECONDS WEST, 166.50 FEET; THENCE SOUTH 64 DEGREES SI MINUTES 26 SECONDS WEST, 161.61 FEET; THENCE SOUTH 06 DEGREES I4 MINUTES SO SECONDS WEST, 45.52 FEET; THENCE SOUTH OO DEGREES OO MINUTES OO SECONDS BAST, 161.61 FEET; THENCE SOUTH OF DEGREES I4 MINUTES SO SECONDS WEST, 45.52 FEET; THENCE SOUTH OO DEGREES OO MINUTES OO SECONDS BAST, 22.84 F.CT TO THE POINT OF DEGINNING, CONTAINING 0.5278 ACRES, IN COOK COUNTY, FLLINOIS.

SITE 3
THAT PART OF THE NORTHMEST QUARTER OF SECTION 12, TOWNSHIP 37 NOR H. RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COTMENCING AT INTERSECTION OF THE NORTH LINE OF SAID NORTHMEST QUARTER AND THE CENTERLINE OF STORT ISLAND AVENUE. THENCE SOUTH 90 DEGREES OO MINUTES OO SECONDS EAST ALONG SAID NORTH LINE, 1088-24 FEET, THENCE SOUTH 00 DEGREES OF MINUTES 43 SECONDS EAST ALONG A LINE 1000/16 FEET EAST OF THE CENTERLINE OF SOUTH STORT ISLAND AVENUE, 13-37 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE 65 45TH. C.R. SOUTH 36 DEGREES 28 MINUTES 31 SECONDS WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 640,67 FEET, THINCE SOUTH 37 DEGREES 42 MINUTES 34 SECONDS WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 640,67 FEET, THINCE SOUTH OF BEGINNING; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 156,63 FEET, THENCE SOUTH 13 DEGREES 00 MINUTES 46 SECONDS WEST, 22.27 FEET; THENCE SOUTH 64 DEGREES 51 MINUTES 46 SECONDS WEST, 161,61 FEET, THENCE NORTH 66 DEGREES 14 MINUTES 46 SECONDS WEST, 14,44 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STORY ISLAND AVENUE, TIPNCE NORTH 66 DEGREES 14 MINUTES 47 SECONDS MINITES 53 SECONDS EAST ALONG SAID RIGHT OF WAY LINE, 142.65 FEET, THENCE NORTH 16 DEGREES 53 MINITES 47 SECONDS EAST, 52.54 FEET; THENCE NORTH 17 DEGREES 36 MINITES OI SECONDS EAST ALONG SAID RIGHT OF 1417 LINE, 35.64 FEET; THENCE NORTH 18 DEGREES 23 MINITES 36 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF MAY LINE, 35.7 FEET, THENCE NORTH 51 DEGREES 42 MINITES 54 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF MAY LINE, 35.7 FEET, THENCE NORTH 51 DEGREES 42 MINITES 54 SECONDS EAST ALONG SOUTHERLY RIGHT OF MAY LINE, 80.74 FEET TO THE POINT OF MAY LINE, 80.74 FEET TO THE POINT OF BEGINNING CONTAINING 0.0360 ACRES, IN COOK COUNTY, ILLINOIS.

THAT PART OF THE NORTHWEST CUARTER OF SECTION 12, TOMNSHIP 37 NORTH, RAIGE 12 EAST OF THE THIRD PRINCIPAL, MERIDIAN, COMMENCING AT INTERSECTION OF THE NORTH LINE OF SAID NORTHWEST CHARTER AND THE CENTERLINE OF STORY SLAND AVENUE, THENCE SCUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID NORTH LINE, 1088.24 FEE; THENCE SCUTH OF DEGREES 01 MINUTES 43 SECONDS EAST ALONG A LINE 1088.16 FEET EAST OF THE CENTERLINE OF SOUTH STORY ISLAND AVENUE, T3.37 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE, 66.21 FEET; THENCE SOUTH 87 DEGREES 42 MINUTES 34 SECONDS WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 411.32 FEET TO THE POINT OF BEGINNING: THENCE SOUTH ON DEGREES 00 MINUTES 00 SECONDS WEST, 136.17 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 256.32 FEET TO THE POINT OF BEGINNING: THENCE SOUTH ON THE SAID SOUTHERLY RIGHT OF WAY LINE, 411.32 FEET TO THE POINT OF BEGINNING: THENCE SOUTH ON THE SAID SOUTHERLY RIGHT OF WAY LINE, 411.32 FEET TO A POINT ON THE SAID SOUTHERLY RIGHT OF PLAY LINE, 146.15 FEET TO A POINT ON THE SAID SOUTHERLY RIGHT OF PLAY LINE, 146.16 FEAT TO A POINT ON THE SAID SOUTHERLY RIGHT OF PLAY LINE, 146.17 FEET TO A POINT ON THE SAID SOUTHERLY RIGHT OF PLAY LINE, 146.17 FEET TO A POINT ON THE SAID SOUTHERLY RIGHT OF WAY LINE, 256.53 FEET TO THE POINT OF BEGINNING, CONTAINING 0.9666 ACRES, IN COOK COUNTY, ILLINOIS. THE POINT OF BEGINNING, CONTAINING 0.9666 ACRES. IN COOK COUNTY, ILLINOIS.

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THAT PART OF THE NORTHWEST QUARTER OF SECTION 12, TOMSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT INTERSECTION OF THE NORTH LINE OF SAID NORTHWEST QUARTER AND THE CENTERLINE OF STONY ISLAND AVENUE; THENCE SQUTH 90 DEGREES OD MINUTES OO SECONDS EAST ALONG A LINE DOBJE FEET EAST OF THE CENTERLINE OF SQUTH STONY ISLAND AVENUE, 7337 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 95th STREET; THENCE SOUTH 86 DEGREES 20 MINUTES 21 SECONDS NEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE 66.21 FEET; THENCE SOUTH 87 DEGREES 12 MINUTES 34 SECONDS NEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 193.49 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES OO MINUTES OO SECONDS NEST, 176.88 FEET; THENCE NORTH 40 DEGREES OO MINUTES OO SECONDS NEST, 217.66 FEET; THENCE NORTH OO DEGREES OO MINUTES OO SECONDS EAST, 168.17 FEET-TO-A POINT ON THE SAID SOUTHERLY RIGHT OF WAY LINE, 193.75 FEET TO THE POINT OF BEGINNING, CONTAINING 0.0620 ACRES, IN COOK COUNTY, ILLINOIS.

THAT PART OF THE NORTH-WEST QUARTER OF SECTION 12, TOWN SHIP 3T NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMPENCING AT INTERSECTION OF THE NORTH LINE OF SAID NORTH-MEST QUARTER AND THE CENTERLINE OF STOMY ISLAND AVENUE; THENCE SOUTH 90 DEGREES OF MINUTES OF SECTIONS EAST ALONG SAID NORTH LINE, 1088-24 FEET; THENCE SOUTH OF DEGREES OF MINUTES 43 SECONDS EAST ALONG A LINE, 1088-15 FEET EAST OF THE CENTERLINE OF SOUTH STOMY ISLAND AVENUE, 274-07 FEET; TO THE POINT OF BEGINNING, THENCE CONTINUES SOUTH OF DEGREES OF MINUTES 43 SECONDS EAST, 109-10 POEGREES OF MINUTES OF SECONDS HEST, 109-12 FEET; THENCE NORTH OF DEGREES OF MINUTES OF SECONDS EAST, 109-10 FEET; THENCE SOUTH AT PERSPECT OF BEGINNING, CONTAINING OSHIG ACRES, IN COOK COUNTY, ILLIHOIS.

SITE 8

THAT PART OF THE NORTHWEST GUARTER OF SECTION 12, TOWNSHIP 3T NORTH, RAWE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT INTERSECTION OF THE NORTH LINE OF SAID NORTHWEST CHARTER AND THE CENTERLINE OF STORY ISLAND AVEILE; THENCE SOUTH 40 DEGREES OF MINUTES OF SECONDS EAST ALONG SAID NORTH LINE, 1088.24 FEET; THENCE SOUTH OF DEGREES OF MINUTES 43 SECONDS EAST ALONG A LINE 1088.18 FEET EAST OF THE CENTERLINE OF SOUTH STORY ISLAND AVEILE, 39.237 FEET TO THE POINT OF BESINNING, THENCE CONTINUING SOUTH OF DEGREES OF MINUTES 43 SECONDS EAST, ALONG SAID LINE, 202.02 FEET; THENCE NORTH 40 DEGREES OF MINUTES 00 SECONDS FEST, 184.82 FEET; THENCE NORTH 40 DEGREES OF MINUTES 00 SECONDS EAST, 104.72 FEET TO THE POINT OF BEGINNING, CONTAINING ORBOD ACRES, IN COOK COUNTY, ILLINOIS.

P# 25-12-100-021-00000 25-12-100-013-0000 25-12-100-019-0000 25-12-100-010-0000 25-12-100-012-0000