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P.I.N. Nos. 01-32-302-007  
01-32-302-008  
01-32-100-004

## PARKING AGREEMENT

This PARKING AGREEMENT (this "Agreement") is entered into by and between Sears, Roebuck and Co., a New York corporation ("Sears") and the Village of Hoffman Estates, an Illinois home rule municipal corporation ("Village") as of the 20th day of May, 1993 (Sears and the Village are collectively referred to herein as the "Parties" and individually as a "Party").

### RECITALS

A. American National Bank and Trust Company of Chicago, not personally but solely as Trustee under a Trust Agreement dated June 6, 1989 and known as Trust No. 108506-00 ("Trust") is the owner of record of that certain parcel of property commonly known as the SMG Home Office Complex Site and legally described on Exhibit A attached hereto and made a part hereof (the "SMG Property"). Trust is also the owner of record of certain portions (the "Trust Park Center Property") of the parcel of property commonly known as the Prairie Stone Park Center ("Park Center"). The Trust Park Center Property is legally described on Exhibit B attached hereto and made a part hereof. Sears is the sole beneficiary of Trust.

B. By trustee's deed dated May 20, 1993, and recorded Nov. 29, 1993<sup>4</sup> as Document No. 04022735 Trust conveyed to the Village and the Village is now the owner of record of, that certain parcel of real property located within the Park Center, commonly known as the Village Green and legally described on Exhibit C attached hereto and made a part hereof (the "Village Green").

C. The SMG Property, Park Center, Trust Park Center Property and Village Green are all located within the business park commonly known as Prairie Stone and located in Hoffman Estates, Illinois. All properties within Prairie Stone are subject to that certain Annexation and Development Agreement dated July 31, 1990 by and among Sears, the Village and Trust, as the same is heretofore or hereafter amended (the "Annexation Agreement").

D. In Section 21.3 of the Annexation Agreement, Sears, as Developer, agreed to coordinate development of the Park Center, and to submit a concept plan to the Board of Trustees of the Village for approval. On August 19, 1991, the Village approved a concept plan for the Park Center (the "Concept Plan") which designated the use of the Village Green "for public open space purposes ...". A copy of the Concept Plan is attached hereto as Exhibit D and made a part hereof.

E. The Village and Sears have agreed that it is in their mutual interests to preserve the Village Green as open space, for the enjoyment and use of the general public, which emphasizes natural amenities and native landscaping consistent with the Park Center, while providing convenient and safe access to the Village Green. In order to achieve these goals, both Parties wish to minimize the amount of area on the Village Green which must be used for parking by providing alternative opportunities for parking outside of the Village Green.

F. Sears has agreed to provide and assist the Village in obtaining from other owners in Prairie Stone certain rights, for the benefit of the Village and other users of the Village Green, to use parking in areas other than the Village Green in exchange for the Village's agreement not to construct and use more than twenty-five (25) parking spaces on the Village Green.

G. Pursuant to that certain Village Green Construction and Maintenance Agreement dated as of May 20, 1993, Sears and the Village have agreed that the Village will be responsible for administering the use of the Village Green, including establishing guidelines and requirements for such use. All activities on the Village Green which are subject to such guidelines and requirements are collectively herein defined as an "Event."

This document prepared by and  
upon recording return to:

Richard N. Williams, Esq.  
Corporation Counsel  
Village of Hoffman Estates  
1900 Hassell Road  
Hoffman Estates, IL 60195

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4. Maintenance, Repairs and Other Costs. The Village shall be responsible for the cost of maintaining the Parking Facilities on the SMC Property and Area I based upon their use of such areas (which maintenance shall include, without limitation, cleaning, snow and ice removal, lighting (and associated electrical power costs) and any repairs or replacements necessitated by damage occurring during such use of the Parking Facilities). If Sears and the Village jointly determine that additional improvements to the Parking Facilities, including, without limitation, barriers, signage or gates, are required due to the use of the Parking Facilities pursuant to this Agreement, Sears shall submit a plan for such recommended improvements, together with cost estimates for such improvements, to the Village for its review and approval. The Village shall be responsible for the actual cost of any such additional improvements. All costs which are the Village's responsibility pursuant to this Paragraph 4 shall be paid by the Village to Sears within thirty (30) days of receipt of an invoice for same.

5. Insurance. The Village shall maintain commercial general liability insurance (including contractual liability), covering any claims or liabilities arising from the use of the Parking Facilities, in an amount of no less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence, and Three Million Dollars (\$3,000,000.00) aggregate which policy or policies shall (i) name as insureds Trust, Sears, Homart Development Co., and Coldwell Banker Real Estate Company, Inc., (ii) be written by a solvent and responsible insurance company licensed to do business in the State of Illinois, and (iii) provide that such policy or policies may not be canceled by the insurer without first giving Sears and Trust at least thirty (30) days prior written notice. Upon any coverage increase under any commercial general liability insurance held by the Village, the Village shall simultaneously increase the insurance maintained pursuant to the provisions herein. The Village shall deliver certificates of such policy or policies of insurance to Trust and Sears prior to any use of the Parking Facilities prior to the expiration of any such policy or policies.

6. Indemnification. The Village agrees to pay, indemnify, defend and save harmless Trust, Sears, Homart Development Co. and Coldwell Banker Real Estate Company, Inc., and all officers, directors, agents and employees and partners of any of them, from and against any and all liabilities, losses, damages, costs, expenses (including all attorneys' fees and expenses), causes of actions, suits, claims, demands or judgments of any nature whatsoever relating to any actual or alleged injury or death of any person, or any damage to property on the areas within Prairie Stone (including, without limitation, the Parking Facilities), during the term of this Agreement, used by the Village, its employees and invitees, and any other user of the Village Green, and arising out of or connected with the use of such Parking Facilities by the Village, its employees and invitees and any other user of the Village Green, except to the extent arising out of the negligence of Trust, Sears, Homart Development Co., or Coldwell Banker Real Estate Company, Inc., respectively. The provisions of this paragraph shall survive termination of this Agreement.

7. Notification/Identification. The Village shall use its best efforts to inform all employees and invitees or other users of the Village Green of the location of the designated Parking Facilities and the approved times for use of such Parking Facilities and shall use its best efforts to warn that any vehicles parked in non-designated areas or at non-approved times are subject to being towed at the vehicle owner's expense.

8. Security. The Village shall be solely responsible and liable for providing security at a level appropriate to the degree of risk in any manner connected with the use of the Parking Facilities.

9. Default/Cure Period. Failure of either Party to comply with any of its obligations in this Agreement shall be a default hereunder. If the Party in default does not cure such default within thirty (30) business days after receipt of written notice thereof, then the non-defaulting Party, in addition to any other remedy at law or in equity, may terminate this Agreement by written notice to the defaulting Party.

10. No Assignment. Sears rights and obligations under this Agreement as to any portion of the Parking Facilities shall automatically be assigned to any party, other than Trust, which takes title to such portion. Upon such assignment, the assignee shall have all rights and obligations of Sears under this Agreement as to such portion of the Parking Facilities and Sears shall automatically be released from such rights and obligations. Except as otherwise provided in this Paragraph 10, this Agreement and the rights granted hereunder are not assignable and may not be relied upon by successors, assigns, transferees or grantees of the Village, Sears or Trust.

11. Time of Essence. Time is of the essence of this Agreement.

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12. Capitals and Punctuation. The captions and headings of the various paragraphs of this Agreement are for convenience only and are not to be construed as confining, defining, expanding or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be fully interchangeable.

13. Term. This Agreement shall terminate on January 1, 2033 unless otherwise terminated as provided herein.

14. Duplicate Original/Counterparts. This Agreement is executed in four (4) duplicate originals, each of which is deemed to be an original. This Agreement may be executed in counterpart originals.

15. Amendment. This Agreement shall not be modified or amended except by written agreement of Sears and the Village.

16. Notices. All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed given when personally delivered or sent by United States mail, either registered or certified, return receipt requested, postage prepaid, to the Parties as follows:

If to Sears:

Sears, Roebuck and Co.  
3333 Beverly Road  
Hoffman Estates, Illinois 60179  
Attn: General Counsel

With copies to:

Homart Development Co.  
55 West Monroe Street  
31st Floor  
Chicago, Illinois 60603  
Attn: General Counsel

and

Rudnick & Wolfe  
203 North LaSalle Street  
Suite 1800  
Chicago, Illinois 60601-1293  
Attn: J. Kevin Carvey and  
Mark A. Carlson

If to the Village:

Village of Hoffman Estates  
1900 Hassell Road  
Hoffman Estates, Illinois 60195  
Attn: Village Manager

With copies to:

Village of Hoffman Estates  
1900 Hassell Road  
Hoffman Estates, IL 60195  
Attn: Village President

Village of Hoffman Estates  
1900 Hassell Road  
Hoffman Estates, IL 60195  
Attn: Corporation Counsel

Notice of change of address for receipt of notices shall be sent in the manner set forth in this Paragraph.

17. Authorized Execution. The persons executing this Agreement on behalf of each of the Parties to this Agreement represent and warrant that they have been duly authorized to execute this Agreement as the act and deed of such entity.



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IN WITNESS WHEREOF, the Parties have executed this Agreement or have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

**THE VILLAGE**

VILLAGE OF HOFFMAN ESTATES, an Illinois home rule municipal corporation

By: *Michael J. O'Malley*  
Michael J. O'Malley  
Village President

ATTEST:

*Virginia Mary Hayter*  
Virginia Mary Hayter  
Village Clerk

**SEARS**

SEARS, ROEBUCK AND CO.,  
a New York corporation

By: *Charles E. Moran*  
Its: Charles E. Moran, Senior VP Administration

ATTEST:

*D. J. [Signature]*  
Its: Assistant Secretary

COOK COUNTY  
RECORDER  
JESSE WHITE  
ROLLING MEADOWS

RECORDING 45.00  
MAIL 0.50  
# 04022737

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STATE OF ILLINOIS )

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COUNTY OF COOK )

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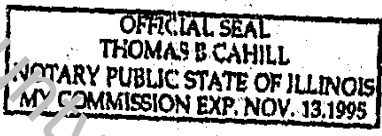
I, Thomas B. Cahill, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Charles F. Moran, personally known to me to be the General Manager of Sears, Roebuck and Co., a corporation of the State of New York, and Donald J. Jones, personally known to me to be the Vice President Secretary of said corporation, whose names are subscribed to the within instrument, appeared before me this day in person and severally acknowledged that as such General Manager and Vice President Secretary they signed and delivered said instrument as Donald J. Jones and Charles F. Moran Secretary of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15<sup>th</sup> day of June, 1993.

Thomas B. Cahill  
Notary Public

My Commission Expires:

11/13/95



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11/14/2014

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STATE OF ILLINOIS )

) SS.

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COUNTY OF COOK. )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_, personally known to me to be the President of the Village of Hoffman Estates, a home-rule municipal corporation of the State of Illinois, and \_\_\_\_\_, personally known to me to be the Village Clerk of said corporation, whose names are subscribed to the within instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk they signed and delivered said instrument as President and Village Clerk of said municipal corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 1993.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

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EXHIBIT A

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SMG Property

Lot 1 in Sears Business Park Amended Plat of Subdivision of part of Sections 31, 32 and 33, Township 42 North, Range 9, East of the Third Principal Meridian and part of Sections 3 and 4, Township 41 North, Range 9, East of the Third Principal Meridian, according to the Plat thereof recorded August 5, 1991 as Document Number 91394943, in Cook County, Illinois.

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EXHIBIT A

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Trust Park Center Property

Lot 4G in the Resubdivision of Lot 4 in Sears Business Park, being a resubdivision in Sections 31 and 32, Township 42 North, Range 9, East of the Third Principal Meridian and in Section 4, Township 41 North, Range 9, East of the Third Principal Meridian, according to the Plat thereof recorded August 6, 1991 as Document Number 91396712, in Cook County, Illinois except that part legally described on Exhibit C attached hereto.

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EXHIBIT C

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## VILLAGE GREEN

THAT PART OF LOT 4G IN RESUBDIVISION OF LOT 4 IN SEARS BUSINESS PARK, BEING A RESUBDIVISION IN SECTIONS 31 AND 32, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN AND IN SECTION 4, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED AUGUST 6, 1991 AS DOCUMENT NUMBER 91396712, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 4G; THENCE SOUTH 58 DEGREES 11 MINUTES 40 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 4G, 358.36 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE CONTINUING SOUTH 58 DEGREES 11 MINUTES 40 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 4G, 135.90 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 4G, BEING A CURVED LINE CONVEX SOUTHERLY, HAVING A RADIUS OF 2340.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 1609.39 FEET TO A POINT ON SAID SOUTHERLY LINE, SAID POINT BEING AN ARC DISTANCE OF 437.69 FEET, AS MEASURED ALONG THE SOUTHERLY LINE OF SAID LOT 4G, EASTERLY OF THE SOUTHWEST CORNER OF SAID LOT 4G (THE CHORD OF SAID ARC OF 1609.39 FEET IN LENGTH BEARS SOUTH 77 DEGREES 53 MINUTES 53 SECONDS WEST, 1577.86 FEET); THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHEASTERLY AND HAVING A RADIUS OF 266.00 FEET, AN ARC DISTANCE OF 109.42 FEET TO A POINT OF REVERSE CURVATURE (THE CHORD OF SAID ARC BEARS NORTH 67 DEGREES 13 MINUTES 48 SECONDS EAST, 108.65 FEET); THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX NORTHWESTERLY, HAVING A RADIUS OF 272.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 82.61 FEET TO A POINT OF REVERSE CURVATURE (THE CHORD OF SAID ARC BEARS NORTH 64 DEGREES 08 MINUTES 48 SECONDS EAST, 82.30 FEET); THENCE NORTHERLY ALONG A CURVED LINE CONVEX EASTERLY, HAVING A RADIUS OF 93.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 189.22 FEET TO A POINT OF REVERSE CURVATURE (THE CHORD OF SAID ARC BEARS NORTH 14 DEGREES 33 MINUTES 33 SECONDS EAST, 158.23 FEET); THENCE NORTHERLY ALONG A CURVED LINE CONVEX WESTERLY, HAVING A RADIUS OF 66.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 119.98 FEET TO A POINT OF REVERSE CURVATURE (THE CHORD OF SAID ARC BEARS NORTH 08 DEGREES 21 MINUTES 03 SECONDS EAST, 104.17 FEET); THENCE NORTHERLY ALONG A CURVED LINE CONVEX EASTERLY, HAVING A RADIUS OF 134.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 217.43 FEET TO A POINT OF REVERSE CURVATURE (THE CHORD OF SAID ARC BEARS NORTH 13 DEGREES 56 MINUTES 52 SECONDS EAST, 194.35 FEET); THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 150.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 49.33 FEET (THE CHORD OF SAID ARC BEARS NORTH 23 DEGREES 06 MINUTES 52 SECONDS WEST, 49.11 FEET); THENCE NORTH 66 DEGREES 01 MINUTES 36 SECONDS EAST, 25.02 FEET; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 70.00 FEET, AN ARC DISTANCE OF 65.34 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 54 DEGREES 50 MINUTES 22 SECONDS EAST, 62.99 FEET); THENCE SOUTH 81 DEGREES 34 MINUTES 44 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 62.28 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY, HAVING A RADIUS OF 100.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 67.63 FEET TO A POINT OF REVERSE CURVATURE (THE CHORD OF SAID ARC BEARS SOUTH 62 DEGREES 12 MINUTES 16 SECONDS EAST, 66.35 FEET); THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 100.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST



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DESCRIBED POINT, AN ARC DISTANCE OF 29.12 FEET TO A POINT OF COMPOUND CURVATURE (THE CHORD OF SAID ARC BEARS SOUTH 51 DEGREES 10 MINUTES 19 SECONDS EAST, 29.02 FEET); THENCE EASTERLY ALONG A CURVED LINE CONVEX SOUTHERLY, HAVING A RADIUS OF 10.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 10.48 FEET TO A POINT OF COMPOUND CURVATURE (THE CHORD OF SAID ARC BEARS SOUTH 89 DEGREES 33 MINUTES 04 SECONDS EAST, 10.01 FEET); THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHEASTERLY, HAVING A RADIUS OF 100.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 38.67 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 49 DEGREES 19 MINUTES 59 SECONDS EAST, 38.43 FEET); THENCE NORTH 38 DEGREES 15 MINUTES 14 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 32.27 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX NORTHERLY, HAVING A RADIUS OF 170.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 148.20 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 63 DEGREES 13 MINUTES 40 SECONDS EAST, 143.55 FEET); THENCE NORTH 88 DEGREES 12 MINUTES 07 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 46.06 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHEASTERLY, HAVING A RADIUS OF 70.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 111.66 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 42 DEGREES 22 MINUTES 58 SECONDS EAST, 100.40 FEET); THENCE NORTH 03 DEGREES 26 MINUTES 10 SECONDS WEST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 68.02 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX NORTHWESTERLY, HAVING A RADIUS OF 85.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 24.50 FEET (THE CHORD OF SAID ARC BEARS NORTH 04 DEGREES 49 MINUTES 21 SECONDS EAST, 24.42 FEET); THENCE SOUTH 32 DEGREES 22 MINUTES 22 SECONDS EAST, 398.74 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 100.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 110.28 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 63 DEGREES 58 MINUTES 02 SECONDS EAST, 104.78 FEET); THENCE NORTH 84 DEGREES 26 MINUTES 18 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 159.71 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVED LINE CONVEX NORTHERLY, HAVING A RADIUS OF 250.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 52.33 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 89 DEGREES 33 MINUTES 56 SECONDS EAST, 52.23 FEET); THENCE SOUTH 83 DEGREES 34 MINUTES 10 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 61.97 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVED LINE CONVEX SOUTHERLY, HAVING A RADIUS OF 250.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 69.48 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 88 DEGREES 28 MINUTES 09 SECONDS EAST, 69.25 FEET); THENCE NORTH 80 DEGREES 30 MINUTES 28 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 70.54 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVED LINE CONVEX NORTHERLY, HAVING A RADIUS OF 200.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 41.72 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 86 DEGREES 29 MINUTES 02 SECONDS EAST, 41.65 FEET); THENCE SOUTH 87 DEGREES 32 MINUTES 24 SECONDS EAST, 124.64 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 547,777 SQUARE FEET OR 12.575 ACRES

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EXHIBIT D

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Concept Plan

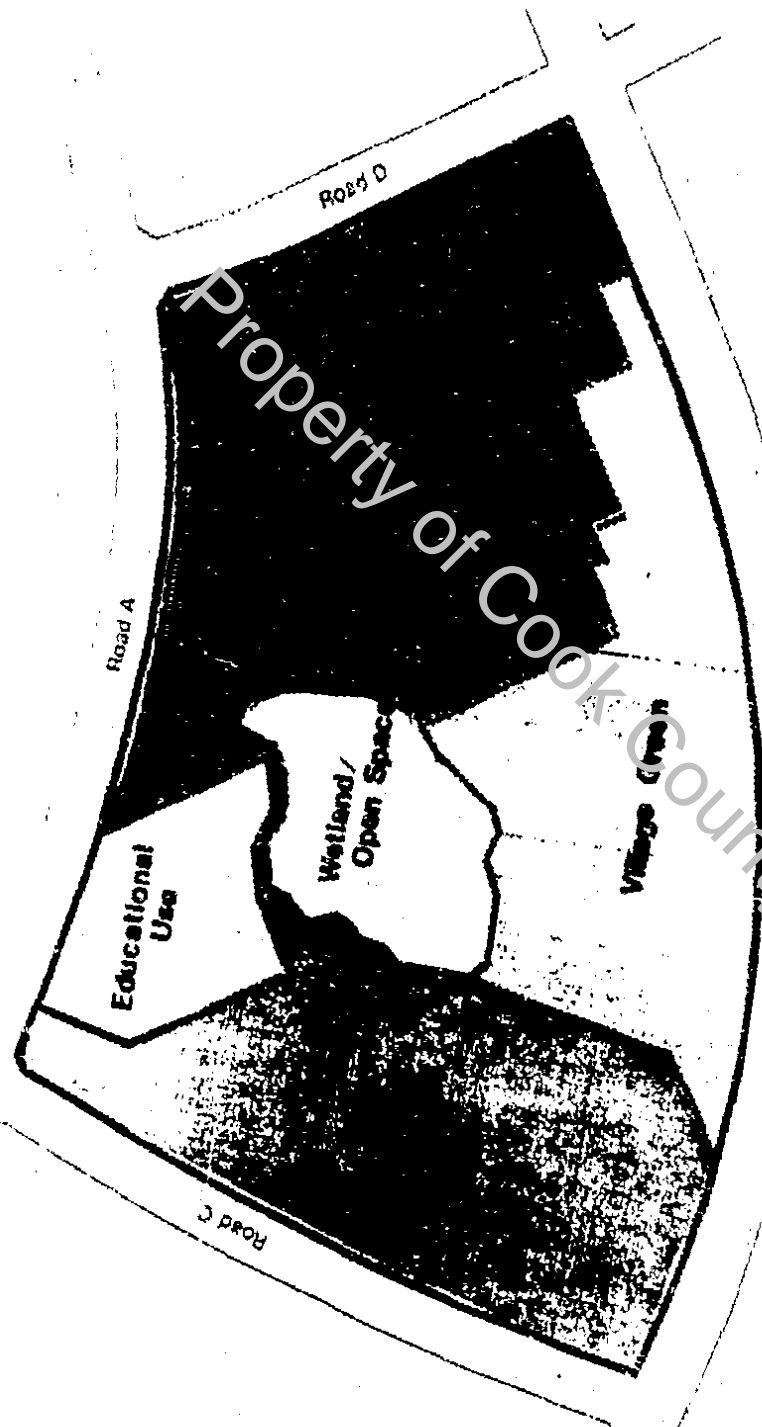
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Park Center Development Areas 1 and 2 may be developed with those uses permitted or special identified in the EDU Figure for property designated for Town Center uses.

Changes in the Park Center Concept Plan use boundaries are subject to the requirements identified in Section 10.2 of the Association and Development Agreement for the Sears Business Park dated July 31, 1996.

The Village Green shall be used for public open space purposes and they include minor improvements such as outdoor amphitheatre, walkways, sculptures; but may not include primary buildings or structures.

The maximum floor area developed in Park Center is 875,000 sq. ft.

July 1991

JJR/OAI

**Concept Plan**  
**SEARS PARK CENTER**

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