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Doc#: 0404042038
Eugene "Gene" Moore Fee: \$90.00
Cook County Recorder of Deeds
Date: 02/09/2004 08:07 AM Pg: 1 of 13

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

MS
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8188844 DZ

THIS DECLARATION, dated this 4th day of February, 2004 made by and between Randolph Property Group, L.L.C., 333 W. Wacker Drive, Suite 2750, Chicago, Illinois 60606 (hereinafter referred to as "Randolph"), and Aldi Inc., an Illinois corporation, 197 E. Division Road, Post Office Box 1398, Valparaiso, Indiana 46383 (hereinafter referred to as "Aldi").

WITNESSETH

WHEREAS, Randolph is the fee simple owner of the following described real estate (hereinafter referred to as the "Randolph Parcel"):

LOT 1 (EXCEPT THE SOUTH 79.97 FEET THEREOF) AND THAT PART OF LOT 2 IN BLOCK 4 IN PETERSON AND WEATHERFORD'S SUBDIVISION OF BLOCKS 1, 2, 3 AND 4 TOGETHER WITH VACATED STREETS BETWEEN BLOCKS 1, 2 AND 3 AND THE VACATED EAST 14 FEET OF STREET ADJOINING BLOCK 4 ON THE WEST, IN HARRY H. HONORÉ JR'S SUBDIVISION OF THE NORTH QUARTER OF THE EAST HALF AND THE NORTH THREE EIGHTHS OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

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BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 89 DEGREES 19 MINUTES 04 SECONDS WEST, 60.00 FEET ALONG THE SOUTH LINE OF SAID LOT 2; THENCE NORTH 00 DEGREES 13 MINUTES 46 SECONDS ~~WEST~~ ^{EAST}, 133.58 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY EXTENSION OF THE SOUTH FACE OF A SOUTHERLY WALL OF AN EXISTING BUILDING (ALDI FOOD STORE); THENCE NORTH 89 DEGREES 43 MINUTES 06 SECONDS WEST, 38.85 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID BUILDING; THENCE NORTH 00 DEGREES 10 MINUTES 30 SECONDS EAST 155.30 FEET, MORE OR LESS, ALONG THE EAST FACE OF SAID BUILDING; THENCE NORTH 37 DEGREES 36 MINUTES 43 SECONDS EAST, 50.24 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 46 SECONDS EAST, 80.00 FEET; THENCE NORTH 89 DEGREES 46 MINUTES

BOX 333-CTI

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14 SECONDS WEST, 31.50 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 46 SECONDS EAST, 171.34 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SAID LOT 2; THENCE SOUTH 89 DEGREES 20 MINUTES 33 SECONDS EAST, 100.00 FEET ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 00 DEGREES 13 MINUTES 46 SECONDS WEST, 579.91 FEET ALONG THE EAST LINE OF SAID LOT 2 TO THE POINT OF BEGINNING.

WHEREAS, Aldi is the fee simple owner of the following described real estate (hereinafter referred to as the "Aldi Parcel"):

LOT 2 (EXCEPT THE SOUTH 79.97 FEET OF THE WEST 80 FEET THEREOF), IN BLOCK 4, IN PETERSON AND WEATHERFORD'S SUBDIVISION OF BLOCKS 1, 2, 3, AND 4 TOGETHER WITH VACATED STREETS BETWEEN BLOCKS 1, 2 AND 3 AND THE VACATED EAST 14 FEET OF STREET ADJOINING BLOCK 4 ON THE WEST, IN HARRY H. HONORE JR'S SUBDIVISION OF THE NORTH QUARTER OF THE EAST HALF AND THE NORTH THREE-EIGHTHS OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LESS AND EXCEPT THE FOLLOWING:


THAT PART OF LOT 2 IN BLOCK 4 IN PETERSON AND WEATHERFORD'S SUBDIVISION OF BLOCKS 1, 2, 3 AND 4 TOGETHER WITH VACATED STREETS BETWEEN BLOCKS 1, 2 AND 3 AND THE VACATED EAST 14 FEET OF STREET ADJOINING BLOCK 4 ON THE WEST, IN HARRY H. HONORE JR'S SUBDIVISION OF THE NORTH QUARTER OF THE EAST HALF AND THE NORTH THREE EIGHTHS OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 89 DEGREES 19 MINUTES 04 SECONDS WEST, 60.00 FEET ALONG THE SOUTH LINE OF SAID LOT 2; THENCE NORTH 00 DEGREES 13 MINUTES 46 SECONDS WEST, 133.58 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY EXTENSION OF THE SOUTH FACE OF A SOUTHERLY WALL OF AN EXISTING BUILDING (ALDI FOOD STORE); THENCE NORTH 89 DEGREES 43 MINUTES 06 SECONDS WEST, 38.85 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID BUILDING; THENCE NORTH 00 DEGREES 10

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MINUTES 30 SECONDS EAST 155.30 FEET, MORE OR LESS, ALONG THE EAST FACE OF SAID BUILDING; THENCE NORTH 37 DEGREES 36 MINUTES 43 SECONDS EAST, 50.24 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 46 SECONDS EAST, 80.00 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 14 SECONDS WEST, 31.50 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 46 SECONDS EAST, 171.34 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SAID LOT 2; THENCE SOUTH 89 DEGREES 20 MINUTES 33 SECONDS EAST, 100.00 FEET ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 00 DEGREES 13 MINUTES 46 SECONDS WEST, 579.91 FEET ALONG THE EAST LINE OF SAID LOT 2 TO THE POINT OF BEGINNING.

NOW THEREFORE, the undersigned, in consideration of the mutual covenants and promises made herein, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. **Building Size.** Randolph does hereby covenant and agree that the Randolph Parcel shall be limited to one principal structure which shall not exceed 25,110 square feet in area to be located in the footprint shown on Exhibit "A" and denoted as "Proposed Future Retail" and Aldi does hereby agree that the Aldi Parcel shall be limited to one principal structure which shall not exceed 16,792 square feet in area to be located in the footprint shown on Exhibit "A" and denoted as "Existing Aldi Food Store". No structure on the Randolph Parcel shall extend to a height greater than twenty-nine feet (29') above grade (including rooftop mechanical and other equipment).
2. **Plans and Specifications; and Elevation.**
 - (a) **Plan Approval.** Construction of buildings, extension of buildings or other exterior improvements on the Randolph Parcel shall not be commenced without first receiving Aldi's written approval of all plans and specifications therefor, including, without limitation, site grading, landscaping, utility, freestanding pylon or monument signs (including the shape and location, but excluding the message thereon), parking details, trash storage and screening plans and exterior elevations. It is the intent of Aldi to insure that Randolph's exterior improvements are reasonably consistent with Aldi's improvements on the Aldi Parcel. Aldi approves the site plan and conceptual front building elevation depicted on Exhibit "A" and Exhibit "B", respectively and attached hereto and incorporated herein by reference and the building erected on the Randolph Parcel shall be reasonably consistent with Exhibit "B", or any alternative approved by Aldi in advance. Construction shall include the initial improvement of the Randolph Parcel and all Future Improvements (as defined below). Randolph or Randolph's successors in interest (hereinafter referred to as "Obligor") shall provide Aldi with a sepia, mylar or other 

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reproducible copy, or triplicate prints, of said plans and specifications. Following Aldi's receipt of all such plans and specifications, Aldi shall promptly review, comment on, and either approve or disapprove the same, in its sole discretion (in the case of initial improvements) and in its reasonable discretion (in the case of Future Improvements). If said plans and specifications are not approved, Aldi shall return the same to Obligor for such changes as are indicated. Further, construction shall be prosecuted only in accordance with all material respects of the plans and specifications so approved.

As used herein, "Future Improvements" shall consist of all future additions, modifications or alterations to the exterior improvements on the Randolph Parcel by the Obligor which shall in any consecutive twelve (12) month period aggregate Twenty-Five Thousand Dollars (\$25,000.00) or more in Constant Dollars (as defined below). Future Improvements must be reasonably consistent with the exterior improvements on the Aldi Parcel and shall be approved in advance by Aldi in the same manner as the initial construction. As used herein, "Constant Dollars" means the present value of the dollars to which such phrase refers. An adjustment shall occur on January 1, 2010 and thereafter at five (5) year intervals. Constant Dollars shall be determined by multiplying the dollar amount to be adjusted by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number. The "Base Index Number" shall be the level of the Index for the month during which this Declaration is dated; the "Current Index Number" shall be the level of the Index for the month of September of the year preceding the adjustment year; the "Index" shall be the Implicit Price Deflator of the Gross National Product of the United States, published by the United States Department of Commerce (base year 1972=100), or any successor index thereto as herein provided. If publication of the Index is discontinued, or if the basis of calculating the Index is materially changed, then Aldi and Randolph shall substitute for the Index comparable statistics as computed by an agency of the United States Government or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result which would have been achieved by the Index.

It is agreed that building signs on the improvements on the Randolph Parcel shall not be subject to Aldi's approval, but must comply with all applicable laws, codes and ordinances. In the event that Randolph seeks a variance from such laws, codes or ordinances, Randolph shall first obtain Aldi's approval which will not be unreasonably withheld or delayed.

- (b) Once commenced, any construction undertaken in reliance upon plans and specifications approved or authorized in this section or any other construction.

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utility extension, landscaping or other activity or work shall be diligently prosecuted to completion, so as to minimize any interference with the business of the other owner or the occupants or tenants on the Randolph Parcel or Aldi Parcel. Except in cases of emergency, the right of either party to enter upon the Randolph Parcel or the Aldi Parcel for the exercise of any right pursuant to the easements set forth herein, 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 the other's parcel, shall be undertaken only in such a manner so as to minimize any interference with the business of the other owner or the occupants or tenants on the Randolph Parcel or Aldi Parcel. In such case, the owner undertaking such work shall pay all costs and expenses associated therewith and shall indemnify and hold harmless the other owner and its occupants or tenants from all damages, losses, liens or claims attributable to the performance of such work.

- (c) No Warranty. Neither Aldi's approval of the plans and specifications nor any subsequent inspections or approvals of the project during construction or thereafter shall constitute a warranty or representation by Aldi or any of its agents, representatives or designees, as to the technical sufficiency or adequacy or safety of the structure, or any of their component parts or of any physical condition or feature pertaining to the Randolph Parcel.

3. Use Restrictions. Randolph does hereby covenant and agree that for so long as and only for so long as the Aldi Parcel is used as a grocery store or food store, the Randolph Parcel shall not be used for a grocery or food store. For purposes of this section, "grocery store or food store" shall mean the operation of any retail store involving the sale of food products in which the resulting gross sales constitute twenty percent (20%) or more of such store's business except that restaurants and other businesses providing prepared foods for consumption on the premises or on a take-out basis or selling non-grocery food items such as candy or ice cream, shall not be considered a "grocery store or food store".

Randolph and Aldi do hereby covenant and agree, in perpetuity, that no part of the Randolph Parcel and Aldi Parcel shall be used as a "second-hand" store, army, navy or governmental surplus store, closeout or liquidation store (but specifically excluding any restriction on a store for the sole reason that all or most items are offered for a single price, currently referred to as a "dollar store"), auction house, flea market; a fire or bankruptcy sale auction house; an automobile showroom for the sale, display and leasing of automobiles; the leasing or storage of automobiles, boats or other vehicles; an automobile repair shop; educational or training facility; blood bank; sleeping quarters or lodging; the outdoor housing or raising of animals; a car wash; an assembly hall; off track betting establishment; bingo parlor; a bowling alley; a skating rink; a video arcade; a theater; a massage parlor; a funeral home or parlor; an adult book store, adult theater, adult

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amusement facility, any facility selling, leasing, trading or displaying pornographic materials or having such displays; a health spa; a trailer or truck rental operation; a cocktail lounge, bar, tavern, disco, dance hall; any individual restaurant exceeding four thousand (4,000) square feet; pool hall; billiard parlor; roller rink; amusement arcade; children's play or party facility; any use that is not in conformity with governmental requirements or that involve the use, storage, disposal or handling of hazardous materials or underground storage tanks; or any use which creates a nuisance.

4. **Maintenance of Common Areas.** The term "Common Areas" as used herein means all areas and facilities outside the buildings or structures and within the exterior boundaries of the Randolph Parcel and Aldi Parcel (sometimes collectively referred to herein as the "Shopping Center"). Common Areas include, without limitation, drive ways, parking areas, perimeter sidewalks, and landscaped areas, all as generally depicted on Exhibit "A" attached hereto. Common Area shall specifically exclude all sidewalks and pedestrian walks immediately adjacent to buildings located on each parcel. Aldi shall, in a manner it deems proper in its reasonable opinion, maintain the Common Areas, including, but not limited to, keeping all landscaping, parking areas and paved areas in good order and repair and in a neat and clean condition, free of accumulation of trash and debris, including, without limitation, repair of pot-holes in parking areas and other paved areas, regular and periodic restriping of parking areas, removal of snow and ice, regular and periodic mowing of grass, prompt removal and replacement of landscaping and dead shrubbery and resurfacing of the Common Areas with hot asphaltic concrete. In the event that Aldi shall fail to maintain the Common Areas, Randolph may take such remedial action, activity or otherwise perform or take such action to maintain the Common Area. Unless an emergency situation exists, Randolph shall give Aldi five (5) days' written notice of its intent to exercise remedial activity (self-help). All costs of Randolph's remedial activity (self-help), together with interest at the rate of twelve percent per annum, including attorneys' fees actually incurred shall be assessed against Aldi. Aldi may close temporarily any of the Common Areas for maintenance purposes required by this section; provided that the closure shall not unreasonably interfere with, obstruct or delay the conduct and operations of the business of any party or its permittees at any time conducted on its parcel, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith. The cost of the maintenance of the Common Areas shall be shared by Aldi and Randolph. Each party shall pay its prorata share of such cost in an amount the numerator of which is the number of square feet of building area located on its respective parcel and the denominator is the total square feet in both buildings in the Shopping Center. Randolph shall pay its prorata share of the maintenance of the Common Area within thirty (30) days after receipt of Aldi's invoice which may be given no more frequently than quarterly. In the event Randolph fails to pay the amounts due Aldi within the thirty (30) day period set forth hereinabove such amounts

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shall constitute a lien on the Randolph Parcel and the obligation shall bear interest at the rate of ten percent (10%) per annum from the expiration of such thirty (30) day period until paid.

Randolph, through the employees, agents or representatives of itself or its tenants, shall have the right to audit, inspect and copy the books and records of Aldi with respect to any costs payable by Randolph under this Section upon not less than ten (10) days' advance written notice by Randolph to Aldi. Aldi shall cooperate with Randolph in providing Randolph reasonable access to its books and records during normal business hours for this purpose. If the results of the audit show an over billing of Randolph of more than five (5) percent of the actual amount owed by Randolph, then Randolph shall provide Aldi with a copy of the audit. If Aldi contests the validity of such audit, Aldi and Randolph, each acting reasonably and in good faith, shall promptly and mutually agree upon an independent third party auditor, (a) who shall promptly re-audit the books and records audited by or on behalf of Randolph, (b) whose fees and expenses shall be paid in equal shares by Aldi and Randolph, and (c) whose re-audit report shall be binding upon Aldi and Randolph. If Aldi does not contest the validity of the audit results or if Aldi contests the validity of the audit results and the aforesaid re-audit report continues to show an over billing of Randolph of more than the aforesaid five (5) percent, Aldi shall pay to Randolph the lesser of (i) the reasonable cost of the original audit prepared by or on behalf of Randolph or (ii) the correct aggregate amount of Randolph's pro rata share of the audited costs, as determined by the audit performed by or on behalf of Randolph or the aforesaid re-audit report, as applicable. In addition, if an uncontested audit or a re-audit, as applicable, indicates an overpayment by Randolph, then Randolph shall be entitled to receive a refund from Aldi within thirty (30) days after receipt of the audit or re-audit, as applicable.


5. **Maintenance of Property.** Aldi and Randolph shall maintain all structures on the Aldi Parcel or Randolph Parcel, as the case may be, in good order, condition and repair in a good and clean manner so as to prevent the parcels from becoming unsightly. Should either party fail to maintain their respective parcel in the manner prescribed herein within ten (10) days following notice from other party (or, if the maintenance activities cannot reasonably be performed within ten (10) days, then if nonperforming party fails to commence said maintenance activities within the ten (10) day period and diligently pursue the same to completion), then the other party may perform the maintenance activities and nonperforming party shall promptly reimburse the other party for its costs incurred. The nonperforming party hereby grants to the other party the absolute right of entry upon its parcel to perform all such maintenance activities and shall in no event be held to be a trespasser.
6. **Reciprocal Ingress, Egress and Parking Easement.** Aldi and Randolph do hereby grant unto the other, their licensees, invitees, guests, and patrons a perpetual non-exclusive

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easement for ingress and egress for vehicular and pedestrian traffic and parking therefor on, over and across the internal roadways, trafficways and parking areas (as they may exist from time to time) in the Shopping Center. Aldi and Randolph each reserves the right to realign and relocate the internal roadways, trafficways and parking areas (subject to the plan approval of Randolph's improvements provided for herein) whereupon this easement shall be deemed vacated as to any relocated roadway, trafficway or parking area and reimposed upon the realigned or relocated roadway, trafficway or parking area.

7. **Controlled Access Property.** Aldi shall have the right and privilege to (a) prohibit commercial or charitable solicitation, advertising, dissemination of handbills or picketing on the Randolph Parcel and Aldi Parcel; and (b) designate from time to time a portion of the Aldi Parcel, approximately 200 square feet in size, as Controlled Access Property (hereinafter "CAP") for its sole and exclusive use, including such activities set out in (a) above. Aldi has the right to post the Aldi Parcel with "no solicitation" signs and/or signs indicating the above described restrictions, such as "this area designated for Aldi's shoppers only". Aldi will permit limited use over and across the roadways, trafficways and parking areas as they shall exist from time to time in the CAP for business reasons of those entitled thereto subject to Aldi's reserved rights herein. Except as provided herein, Aldi shall have full and complete right to control, regulate and limit access to the CAP, including the right to use of the CAP for such commercial or charitable solicitation, advertising, dissemination of handbills or picketing and any other lawful activity by persons other than customers, employees or vendors of Aldi.
8. **Reciprocal Utility Easements.** Aldi does hereby grant and create a blanket easement on the Aldi Parcel and Randolph does hereby grant and create a blanket easement on the Randolph Parcel, in locations not improved by building improvements or which are reserved for permissible building area on Exhibit "A" for ingress to, egress from, and the installation, replacing, repairing and maintaining of, underground utility and service lines and systems, including, but not limited to, water, sewer, gas, telephone, electricity, cable television, communication and security lines and systems, as such utilities and services are installed in connection with the development of the Aldi Parcel and Randolph Parcel and the construction of improvements thereon (the "Utilities"). All Utilities, to the extent reasonably practical, shall be installed below ground. The owner of the real estate for whom Utilities are installed shall be responsible for maintaining those Utilities in good condition and repair and shall promptly repair all damage to any property of any other owner caused by the installation, repair and maintenance of such Utilities. Any owner, at its expense, in order to improve its real estate, may relocate any Utilities existing on its real estate, provided such relocation is completed in a manner so as to minimize the interference with the use of the Utilities and does not diminish the availability of the Utilities to the benefitted owner. *MS*

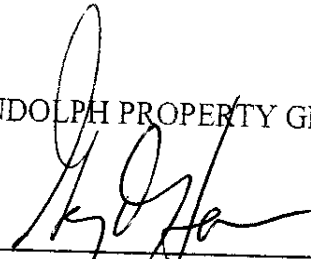
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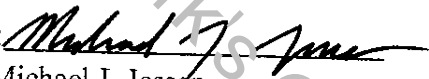
9. **Sign Easement.** Aldi does hereby grant an easement for signage purposes, and ingress and egress therefrom, for the benefit of the Randolph Parcel being a 20' X 20' portion in the extreme northwest corner of the Aldi Parcel as shown on Exhibit "A". The sign structure shall not exceed twenty (20) feet in height above grade and the message area shall not exceed fifty (50) square feet in size. The sign easement shall be for the sole benefit of Randolph and the Randolph Parcel and shall not be used for political, religious, marketing ("for sale" or "for rent" signs) or any other non-commercial messages other than for the enterprise or enterprises open for business and operating on the Randolph Parcel.
10. **Indemnification.** Randolph and Aldi shall indemnify and hold harmless each other relating to any and all claims or judgments arising from the development, operation or use of their respective parcels unless the claim, demand or judgment is caused by the negligence of the other owner or its tenant, lessee, or occupant.
11. **Controlling Law and Binding Effect.** The easements granted, conveyed and created herein along with all covenants, promises and agreements shall run with the land and be binding upon and inure to the benefit of the parties hereto and their successors and assigns, and all persons holding under or through the parties hereto, their respective mortgagees (and any party claiming by, through or under such mortgagee and any purchaser at any foreclosure sale), lessees, sublessees and their employees, agents, customers, licensees and invitees.
12. **Ownership of Parcel.** The parties hereto represent and warrant that they are the holders of the fee simple title to the respective parcels, or a legal or equitable interest therein, and said parcels are not encumbered with any contract purchase, lease, tenant farmer, or any other interest not disclosed herein or inconsistent with the grant of easements made herein. Furthermore, the undersigned, having executed this Declaration on behalf of the respective legal entities, each represents and certifies that as a duly authorized representative, the undersigned is fully empowered, by proper resolution of the Board of Directors of the corporation or membership of the company, to execute and deliver this Declaration; that the corporation or company has full capacity to convey the interest in real estate described herein; and that all necessary action for the making of such grant has been taken and done.
13. **Construction of Declaration.** The rule of strict construction shall not apply to the easements granted in this Declaration or to the covenants set forth herein. This Declaration shall be given a reasonable construction so that the intention of the parties to confer reasonably usable benefits and reasonably enforceable obligations are carried out.
14. **Real Estate Taxes.** Each party shall pay or cause to be paid before delinquency all general and special real estate taxes and assessments levied against their respective parcels described herein. 

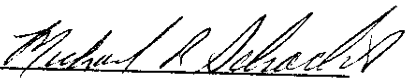
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- 15. **Not a Public Dedication.** Nothing contained in this Agreement will be deemed to be a gift or dedication of any portion of the Aldi Parcel or Randolph Parcel to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Declaration will be strictly limited to and for the purpose expressed herein.
- 16. **Severability.** If any clause, sentence, or other portion of the terms, conditions, covenants, and restrictions of this Declaration becomes or is illegal, null, or void for any reason, or be held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.

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

RANDOLPH PROPERTY GROUP, L.L.C.
 By: 
 George D. Hanus
 President

ALDI INC.
 By: 
 Michael J. Jessen
 Vice President

Attest: 
 Michael R. Schacht
 Director of Real Estate

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

Before me, a Notary Public, in and for said County and State, this 4th day of February, 2004, personally appeared George D. Hanus, the President of Randolph Property Group, LLC, an Illinois limited liability company, and acknowledged the execution of the foregoing instrument to be his free and voluntary act, on behalf of such company.

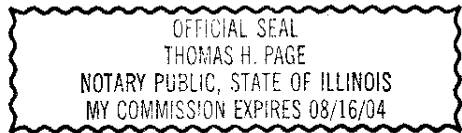
My Commission Expires:

Thomas H. Page

Notary Public

County of Residence: Cook Cty, IL

STATE OF INDIANA)
) SS:
COUNTY OF PORTER)



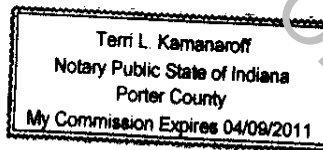
Before me, a Notary Public, in and for said County and State, this 3rd day of February, 2004, personally appeared Michael J. Jessen and Michael R. Schacht, Vice President and Director of Real Estate, respectively, of Aldi Inc., an Illinois corporation, and acknowledged the execution of the foregoing instrument to be their free and voluntary act, on behalf of such corporation.

My Commission Expires:

Terri L. Kamanaroff

Notary Public

County of Residence: PORTER



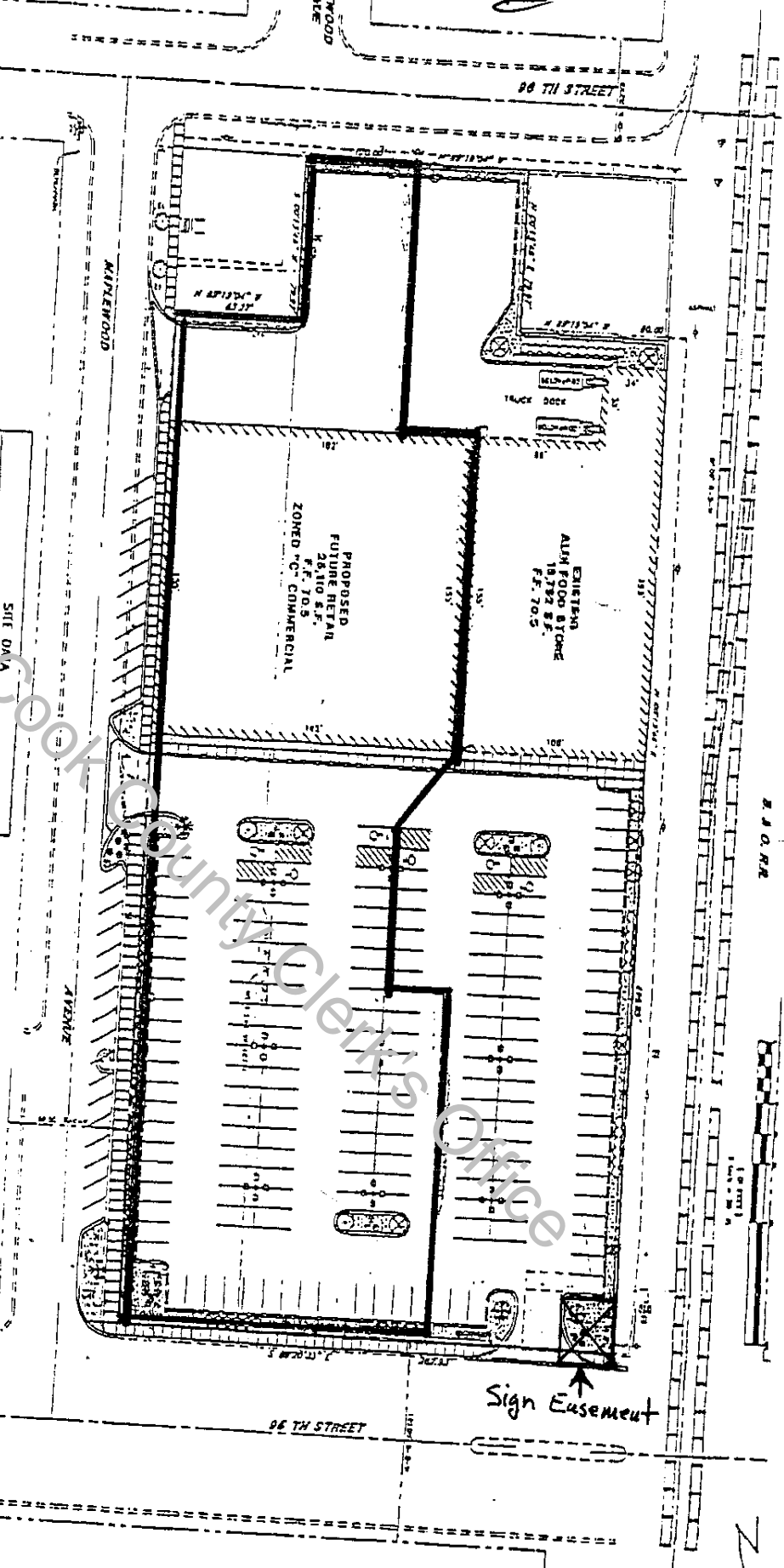
This Instrument Prepared By:

Todd A. Leeth
HOEPPNER, WAGNER & EVANS LLP
103 E. Lincolnway, P.O. Box 2357
Valparaiso, Indiana 46384
Telephone: (219) 464-4961

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SITE DATA	
TOTAL SITE AREA	3.24 ACRES
EXISTING AND SITE AREA	1.18 ACRES
PROPOSED FUTURE RETAIL SITE AREA	1.86 ACRES
PARKING REQUIRED	168 SPACES
PARKING PROVIDED (EXISTING)	171 SPACES
PARKING PROVIDED (FUTURE)	26 SPACES
REQUIRED PARKING (TOTAL)	197 SPACES
ACTUAL PARKING (TOTAL)	197 SPACES
1500 CAP PER SPACE	1 SPAC./750 SF.
	408 SPACES/1000 SF.
	6 SPACES

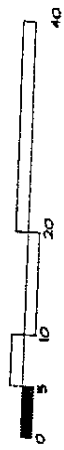
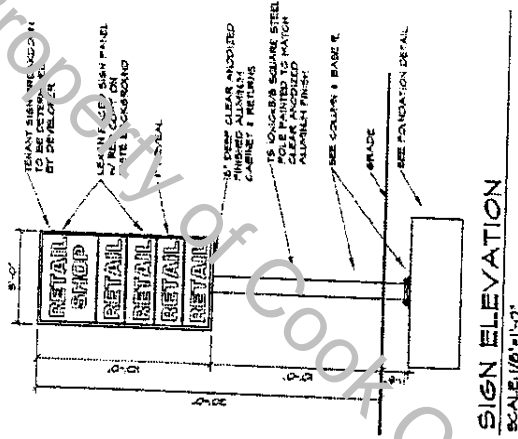
1.8 ACRES
 Restricted Building Area of 25,110 sq. ft.



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Property of Cook County Clerk's Office



1/2 BREAK AWAY
 EL. +20'-0"
 1/2 BREAK AWAY
 EL. +30'-0"
 1/2 MASONRY
 EL. +14'-0"
 1/2 STONEWORK
 EL. +10'-0"

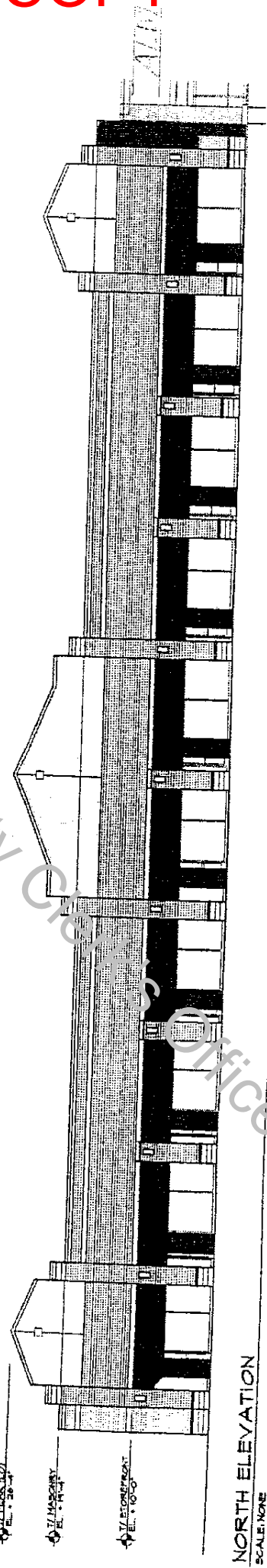


EXHIBIT B

KMA PROJECT# 9846 1/19/04
 95th ST. & MAPLEWOOD AVE.
 EVERGREEN PARK, IL



KMA & ASSOCIATES, INC. ARCHITECTS
 1141 LAKE COOK ROAD SUITE F
 DEERFIELD, ILLINOIS 60015-5235
 (847)945-8868 FAX (847)945-0284