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Doc#: 0427144095
Eugene "Gene" Moore Fee: \$52.00
Cook County Recorder of Deeds
Date: 09/27/2004 02:05 PM Pg: 1 of 15

RETURN RECORDED DOCUMENT TO:

WALGREEN CO.
200 Wilmot Road, MS 2252
Deerfield, Illinois 60015
Attn: Charles Kaufman

This Instrument Prepared by:
Marla Blair
200 Wilmot Road
Deerfield, Illinois 60015

MEMORANDUM OF LEASE

By this Memorandum of Lease made the 10th day of August, 2004, between LINCOLN-PETERSON DEVELOPMENT ASSOCIATES, LLC, an Illinois limited liability company, hereinafter called "Landlord," and WALGREEN CO., an Illinois corporation, hereinafter called "Tenant";

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, for the term commencing April 1, 2005 and continuing to and including March 31, 2080, as such dates shall be adjusted pursuant to a lease of even date herewith between the parties hereto (the "Lease") and subject to prior termination as therein provided the premises to include both the real property and building and other improvements, appurtenances, easements and privileges belonging thereto at the southeast corner of Lincoln and Peterson, in the City of Chicago, State of Illinois, as shown on the plan attached hereto and made a part hereof as Exhibit "A" and as legally described on Exhibit "B" attached hereto and made a part hereof and hereinafter referred to as the "Leased Premises."

The Lease, among other things, contains the following provisions:

Box 333

20418 FIS1771 and FIS1771-1

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PARKING AND REA

(a) Landlord, at Landlord's cost and expense, shall repair and replace (but shall not be obligated to maintain, which shall be Tenant's responsibility) the parking, driveway, curb-cut and landscaped areas of the Leased Premises for one (1) year after Tenant's acceptance of possession; provided, however, Landlord shall not have to repair or replace parking, driveway, curb-cut or landscaping damaged or destroyed due to accidents, casualty, condemnation, Tenant's or Tenant's invitee's negligent acts or omissions or due to installations, changes or alterations made by Tenant or repairs or replacements arising out of design defects where Landlord has constructed or caused to be constructed the parking, driveway, curb-cut or landscape improvements, as applicable, in accordance with the Walgreen Co. Criteria Plans and Specifications. Subject to the immediately preceding sentence, Tenant, at Tenant's cost and expense, shall maintain in a good, clean and safe condition, repair and replace the parking, driveway, curb-cut and landscaped areas of the Leased Premises. However, Tenant shall have no obligation to perform nor pay any costs in connection with the following: (i) any damages caused by the negligent acts or omissions of Landlord; and (ii) any defects in the construction of the Leased Premises by Landlord; provided, however that construction defects arising out of defective design shall not be Landlord's responsibility if Landlord has constructed or caused to be constructed the parking, driveway, curb-cut or landscape improvements, as applicable, on the Leased Premises in accordance with the Walgreen Co. Criteria Plans and Specifications, and further provided that construction defects arising out of defective materials or workmanship shall not be the responsibility of Landlord if claims arising out of such defects are not made within one (1) year from the date of acceptance of possession of the Leased Premises by Tenant if the defect is patent in nature (meaning that it would be noticed in the exercise of reasonable prudence in observation), or within three (3) years from the date of Tenant's acceptance of possession if the defect is latent in nature (meaning that it would not be noticed in the exercise of reasonable prudence in observation). The foregoing items (i) and (ii) shall remain Landlord's responsibility to perform. Subject to: (i) the utility, parking, signage and access easement rights in the REA (as such capitalized term is hereinafter defined) in favor of the owner(s), tenants and invitees of the Adjacent Property (as such capitalized term is hereinafter defined), (ii) the access and bus idling easements contained in the CTA Bus Turnaround Easement (as hereinafter defined), (iii) the ingress, egress and access easement contained within the Norm's Auto Easement (as hereinafter defined), and (iv) the matters set forth on Exhibit "E" hereto, the parking areas shall be for the exclusive use of Tenant and Tenant's customers, employees, invitees, successors, assigns and sublessees.

(b) Tenant acknowledges and agrees that the parcel of real property lying adjacent to and south of the Leased Premises, legally described on Exhibit "G", attached hereto and made a part hereof (the "Adjacent Property") shall or may benefit from appurtenant easements encumbering the paved driveways, parking areas and curb-cuts of the Leased Premises (but not the drive-through service lanes of the

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Leased Premises) and that the Leased Premises shall benefit from appurtenant easements encumbering the paved driveways, parking areas and curb-cuts of the Adjacent Property, such cross easements to provide for parking and access to, from and between the Leased Premises, the Adjacent Property, and the adjacent public roads known as Peterson Avenue and Lincoln Avenue. Tenant further acknowledges and agrees that the Adjacent Parcel shall benefit from sanitary sewer and storm sewer drainage and detention easements affecting the parking and driveway areas of the Leased Premises and that the Leased Premises shall benefit from sanitary sewer and storm sewer drainage easements affecting the parking and driveway areas of the Adjacent Property. Tenant further acknowledges and agrees that the Adjacent Parcel shall benefit from a sign easement affecting the monument sign area on the Leased Premises and that the Leased Premises shall benefit from sign easement affecting the monument sign area of the Adjacent Property. Finally, Tenant acknowledges and agrees that the Adjacent Parcel shall be burdened by certain use restrictions in favor of the Leased Premises and that the Leased Premises shall be burdened by certain use restrictions in favor of the Adjacent Property, all as more particularly set forth in the REA. The aforesaid easements and restrictions are contained within that certain Agreement of Easements, Covenants, Conditions and Restrictions (the "REA") in the form attached to Exhibit "E" hereto and made a part hereof, with such reasonable modifications thereto as Tenant may reasonably accept, to be made, entered into and recorded between Landlord and Sweet Traditions of Illinois, LLC, on or about the date that Landlord becomes the fee owner of the CTA/Right of Way Property, which REA is hereby approved by Tenant as a Permitted Title Exception (as hereinafter defined) and referenced as such on Exhibit "E" hereto.

Tenant acknowledges and agrees that the Leased Premises and the Adjacent Property shall likewise be burdened with a bus turnaround and temporary bus idling easement running to the benefit of the Chicago Transit Authority (the "CTA") pursuant to that certain Easement Agreement for CTA Bus Turnaround ("CTA Bus Turnaround Easement") in the form attached to Exhibit "E" hereto and made a part hereof, with such reasonable modifications thereto as Tenant may reasonably accept, to be made, entered into and recorded between Landlord and the CTA, on or about the date that Landlord becomes the fee owner of the CTA/Right of Way Property. Tenant acknowledges and agrees that the Leased Premises and the Adjacent Property shall likewise be burdened with ingress, egress and access easements running to the benefit of adjacent real property legally described in Exhibit "H" attached hereto and made a part hereof and owned by Norm's Automotive Clinic, Incorporated, an Illinois corporation, in the form attached to Exhibit "E" hereto and made a part hereof, with such reasonable modifications thereto as Tenant may reasonably accept (the "Norm's Auto Easement"), to be made, entered into and recorded between Landlord, Sweet Traditions of Illinois LLC and Norm's Automotive Clinic, Incorporated, an Illinois corporation, on or about the date that Landlord becomes the fee owner of the CTA/Right of Way Property.

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(c) As of the date of delivery of possession of the Leased Premises to Tenant, notwithstanding anything to the contrary contained herein, Tenant shall comply with all terms, covenants, conditions, easements and restrictions of the REA and CTA Bus Turnaround Easement and assume all obligations of the owner of the Leased Premises under REA and CTA Bus Turnaround Easement (excluding, with regard to the latter, the obligations of the owner of the Leased Premises under Sections 2 and 3 thereof which pertain to periods prior to delivery of possession), including, but not limited to such owner's maintenance, tax and insurance obligations. With regard thereto, Tenant shall be entitled to collect from the owner of the Adjacent Property, the Adjacent Property's pro rata share of the cost of maintenance and repair of any facilities which Tenant maintains under the REA pursuant hereto, including, but not limited to the Adjacent Parcel's pro rata share of the cost of maintaining the underground storm water detention facilities located in the Leased Premises. Tenant shall indemnify, defend and hold Landlord harmless from all losses, costs, liabilities and expenses (including reasonable attorney's fees) arising out of or relating to violations by Tenant, its sublessees or assigns under the terms of the REA and the CTA Bus Turnaround Easement. To the extent not in conflict with other provisions of this Lease which shall control, Landlord covenants and agrees that it will comply with and enforce, as the case may require, all rights, covenants and agreements granted in favor of the Leased Premises in the REA, including without limitation, those provisions of the REA that grant the Leased Premises and any occupant or owner thereof the right of vehicular and pedestrian ingress and egress and parking on, over, through and across the Adjacent Property, but excluding those provisions of the REA which are intended as restrictive covenants prohibiting any particular use of the Adjacent Property. Landlord and Tenant agree that all provisions contained in the REA which purport to limit or restrict use of the Adjacent Property may, but are not required to be enforced by either Landlord or Tenant, but that if Tenant seeks to enforce same, Tenant shall do so at Tenant's sole cost, effort and expense and Landlord's only obligation with regard thereto shall be to reasonably cooperate with such enforcement efforts and to join in or defend, to the extent necessary, any litigation initiated pertaining to enforcement of the restrictions so long as Tenant provides, at Tenant's sole cost and expense, legal representation for Landlord in connection therewith. Landlord further covenants and agrees that it will not, without the prior express written consent of Tenant, allow, permit or suffer the erection of any barriers or obstructions which prevent or impair the free flow of vehicular and pedestrian traffic to, from and between the Adjacent Property, the Leased Premises and adjacent streets, except to the extent that the owners or occupants of the Adjacent Property may have reserved such rights in the absence of consent of the owner of the Leased Premises in the REA.

If Landlord fails or refuses to commence and thereafter diligently pursue enforcement of compliance with the provisions of the REA which Landlord is required to enforce in accordance with the foregoing, within seven (7) days after receipt of written demand therefor from Tenant, then Tenant may thereafter and on Landlord's behalf, take any and all action necessary or appropriate to enforce or comply with the

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provisions of the REA, of which Agreement Tenant shall be deemed a third party beneficiary. If Tenant shall prevail in such enforcement action, Landlord shall pay Tenant's attorneys' fees and costs so incurred to the extent that Tenant does not recover attorney's fees from the party in default under the REA. Landlord shall promptly upon request of Tenant, reimburse Tenant's expenses (including without limitation reasonable attorneys' fees) incurred to enforce compliance with the provisions of the REA which Landlord is required to enforce in accordance with the foregoing, with respect to such REA, Tenant shall be deemed a third party beneficiary as provided in this paragraph. In the event the violation of the REA involves loss of or impairment of the easement rights contained in the REA, then the above notice provisions shall be deemed waived and Tenant may immediately take all necessary or appropriate action on behalf of Landlord so as to remedy such violation of the REA and restore or preserve the easement rights. From and after the date of delivery of possession of the Leased Premises to Tenant, Landlord shall promptly provide Tenant with copies of all notices sent or received by Landlord under the REA and Tenant shall promptly provide Landlord with copies of all notices sent or received by Tenant under the REA.

To the extent Landlord's consent is required or sought with respect to any item governed by the REA, Landlord shall not grant its consent unless Landlord first notifies Tenant and provides Tenant not less than fifteen (15) days to also consent (or refuse to consent) to such request or item for which Landlord's consent is sought. If Tenant shall not expressly and in writing consent, Landlord shall not consent and Landlord shall object in the manner and within the time required under the REA. Any consent of Landlord under the REA given absent Tenant's express consent shall be of no effect and deemed invalid.

It is understood and agreed that Landlord shall not enter into any agreements modifying or terminating the REA without first obtaining the express written consent of Tenant and such modification or termination without first obtaining Tenant's express written consent shall not be binding upon Tenant.

If the Leased Premises or Adjacent Property is subject to any mortgage, deed of trust or other encumbrance in the nature thereof as of the date and time of recordation of the REA, Landlord, prior to delivering possession of the Leased Premises to Tenant and as a condition precedent thereto shall obtain a recordable agreement from the lender, mortgagee or beneficiary shall consent to and agree to be bound by the terms and provisions of the REA.

EXCLUSIVES

(a) Except as otherwise set forth hereinbelow, Landlord covenants and agrees that, during the Term and any extensions or renewals thereof, no additional property which Landlord, directly or indirectly, may now or hereafter own or control by

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virtue of holding a controlling interest in the ownership or being owned by or in common with the ownership, and which is contiguous to, or which is within five hundred (500) feet of any boundary of, the Leased Premises (the "Landlord's Property"), will be used for any one or combination of the following: (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 or the provision of treatment services (other than as part of a medical, dental, physician, surgical or chiropractic offices, which offices shall not be restricted by this subsection [ii]); (iii) the sale of so-called health and beauty aids or drug sundries; (iv) the operation of a business in which photofinishing services or photographic film are offered for (v) the operation of a business in which greeting cards or gift wrap are offered for sale; and (vi) the operation of a business in which prepackaged food items for off premises consumption are offered for sale, except that this restriction shall not prohibit the operation of a doughnut shop, restaurant or fast food type restaurant offering for sale prepackaged food items for off premises consumption). In the event that Tenant files suit against any party to enforce the foregoing restrictions, Landlord agrees to cooperate fully with Tenant in the prosecution of any such suit, and reimburse Tenant for all of attorneys' fees and court costs incurred by Tenant in connection with such suit, notwithstanding its resolution. For purposes hereof "contiguous" shall mean property that is either adjoining the Leased Premises or separated from the Leased Premises only by a public or private street, alley or right-of-way. Tenant acknowledges and agrees that Landlord shall not be required to pursue, create or enforce such restrictions against additional property which Landlord may now or hereafter own or control by virtue of holding a controlling interest in the ownership or being owned by or in common with the ownership, and which is contiguous to, or which is within five hundred (500) feet of any boundary of, the Leased Premises, if such adjacent real property is, at the time of Landlord coming into ownership or control of such adjacent real property, subject to leases, licenses or other private interest documentation which expressly allow use in contradiction of such restrictions, for so long as and to the extent that any such lease, license or other private interest documentation permits such contradictory use; provided that: a) Landlord or its affiliate who owns or controls such adjacent property shall not modify any such lease, license or private interest document to allow a use in violation of the exclusives if disallowance of a change of use is discretionary to Landlord or its affiliate under the terms of the given document; and b) Landlord or its affiliate who owns or controls such adjacent property shall not extend any such lease, license or private interest document that allows a use in violation of the exclusives if extensions are discretionary to Landlord or its affiliate under the terms of the given document.

If Tenant shall discontinue any of the above uses for a period in excess of six (6) continuous months (so long as such discontinuance is not due to remodeling, fire, casualty, repairs, strike, temporary loss of licenses, or other causes beyond Tenant's control and reconstruction of the Building and other improvements, as applicable, and continuance of Tenant's business operations at the Leased Premises is contemplated

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upon cure of the event causing such discontinuance within a reasonable time period), then the above restriction pertaining to such discontinued use shall be waived; however, in no event shall the discontinuance by Tenant of any one exclusive use for the time period provided above, affect the continuance of the other restrictions as herein set forth.

(b) In addition, the Leased Premises shall not be used for and Landlord shall not permit or suffer any other occupant of Landlord's Property to use any premises or any portion thereof 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 (except as part of a restaurant), adult book store, adult theatre, adult amusement facility, any facility selling or displaying pornographic materials or having such displays, second hand store, odd lot, closeout or liquidation store, auction house, flea market, educational or training facility, blood bank, sleeping quarters or lodging, the outdoor housing or raising of animals, the sale, leasing or storage of automobiles, boats or other vehicles, any industrial use, a car wash, an assembly hall, off track betting establishment, bingo parlor, any use involving the use, storage, disposal or handling of hazardous materials or underground storage tanks, or any use which creates a nuisance. Nothing contained herein shall, however, preclude the operation of a restaurant which serves alcohol by the individual drink for consumption on the premises. Any use must be either a commercial, retail or office use. In the event that any action, claim or suit is brought by any party against Tenant alleging that Tenant's operations on the Leased Premises are in violation of any use restriction contained in any instrument affecting the Leased Premises entered into by Landlord that is not set forth on Exhibit "E" hereto or consented to, in writing, by Tenant, Landlord shall defend (by counsel reasonably satisfactory to Tenant or by counsel selected by the Title Company who issued the Landlord's owner's title insurance policy), indemnify and hold Tenant harmless from any damages, loss, or cost (including, without limitation, attorneys' fees and costs) suffered by Tenant thereby, or from the enforcement of said restriction against Tenant. No encumbrance, lien, or restriction recorded against or otherwise imposed upon the Leased Premises from and after the date hereof shall be binding upon or otherwise enforceable against Tenant or its successors and assigns unless Tenant has expressly and in writing, consented to said recordation or imposition; any such purported encumbrance, lien or restriction to which Tenant has not consented shall be void. The matters set forth on Exhibit "E" hereto are acceptable to Tenant and Tenant's leasehold interest is subject and subordinate to such items. The foregoing restriction against the imposition or recordation of other liens, encumbrances or restrictions shall be deemed a covenant running with the land in addition to any contractual obligation of Landlord. Tenant acknowledges and agrees that Landlord shall not be required to pursue, create or enforce the restrictions against additional property referenced in this Article 8(b) which Landlord may now or hereafter own or control by virtue of holding a controlling interest in the ownership or being owned by or in common with the ownership, and which is contiguous to, or which is within five hundred (500) feet of any boundary of, the Leased Premises, if such adjacent real

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property is, at the time of Landlord coming into ownership or control of such adjacent real property, subject to leases, licenses or other private interest documentation which expressly allow use in contradiction of such restrictions, for so long as and to the extent that any such lease, license or other private interest documentation permits such contradictory use; provided that: (1) Landlord or its affiliate who owns or controls such adjacent property shall not modify any such lease, license or private interest document to allow a use in violation of the exclusives if disallowance of a change of use is discretionary to Landlord or its affiliate under the terms of the given document; and (2) Landlord or its affiliate who owns or controls such adjacent property shall not extend any such lease, license or private interest document that allows a use in violation of the exclusives if extensions are discretionary to Landlord or its affiliate under the terms of the given document.

RIGHT OF FIRST REFUSAL

(a) In the event that Landlord shall receive a Bona Fide Offer to purchase the Leased Premises at any time and from time to time on or after the date hereof and during the Initial Term and Term of this Lease or any extensions thereof from any person or entity, Landlord shall so notify Tenant (Attn.: Law Department with a duplicate notice to the Real Estate Department) together with a true and correct copy of said Bona Fide Offer. For purposes hereof, a "Bona Fide Offer" shall be deemed to be one made in writing by a person or entity that is not Landlord's lender (whether financing via a traditional mortgage loan or sale and leaseback) and not related or affiliated with Landlord which Landlord intends to accept (subject to this Article) , and may include a fully executed purchase and sale contract, or a signed letter of intent from the Bona Fide Purchaser setting forth (i) the purchase price, (ii) the closing date, and (iii) all other material terms. In submitting the Bona Fide Offer to Tenant, Landlord shall segregate the price and the terms of the offer for the Leased Premises from the price and other terms connected with any additional property or properties that such person or entity is offering to purchase from Landlord. Tenant may, at Tenant's option and within twenty-one (21) days after receipt of Landlord's notice of said Bona Fide Offer and receipt of a copy thereof, offer to purchase the Leased Premises at the price and upon the terms and conditions as are contained in said Bona Fide Offer, in which event, Landlord shall sell the Leased Premises to Tenant upon said terms and conditions and said price; furthermore, in such event, Landlord shall convey the Leased Premises to Tenant by special warranty deed. Notwithstanding the foregoing, the price that Tenant shall pay for the Leased Premises shall be reduced by an amount equal to broker's fees or commissions actually saved by Landlord by selling the Leased Premises to Tenant rather than pursuant to a Bona Fide Offer. Landlord shall provide Tenant evidence of the amount of broker's fees or commissions payable in connection with any such Bona Fide Offer. Landlord covenants that it shall accept no such Bona Fide Offer or convey the premises until it has complied with the terms of this Article. Any conveyance of the Leased Premises made in the absence of full satisfaction of this Article shall be void.

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Tenant may enforce this Article, without limitation, by injunction, specific performance or other equitable relief.

(b) Tenant's election not to exercise its Right of First Refusal shall not prejudice Tenant's rights hereunder as to any further Bona Fide Offer. The terms and conditions contained in this Article shall be binding upon the heirs, successors and assigns of Landlord.

(c) Tenant's right of first refusal shall not apply to conveyance of the Leased Premises to Landlord's first mortgagee pursuant to a foreclosure action and/or a deed in lieu of foreclosure, provided however, that Tenant's right of first refusal shall apply and be in full force and effect with respect to any subsequent conveyance of title by the mortgagee.

Provisions for additional rent and the other terms, covenants and conditions of said letting, including the options on the part of Tenant for prior termination, are set forth at length in the Lease, and all of said provisions, terms, covenants and conditions are, by reference hereto, hereby incorporated in and made a part of this Memorandum of Lease.

This instrument shall also bind and benefit, as the case may require, the heirs, legal representatives, assigns and successors of the respective parties, and all covenants, conditions and agreements herein contained shall be construed as covenants running with the land. This instrument shall not become binding upon the parties until it shall have been executed and delivered by both Landlord and Tenant.

This Memorandum of Lease is made and executed by the parties hereto for the purpose of recording the same in the office of the public records of Cook County, Illinois, and is subject in each and every respect, to the rents and other terms, covenants and conditions of the Lease and this Memorandum of Lease is executed and delivered with the understanding and agreement that the same shall not in any manner or form whatsoever, alter, modify or vary the rents and other terms, covenants and conditions of the Lease.

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease, under seal, as of the day and year first above written.

TENANT:

LANDLORD:

WALGREEN CO., an Illinois corporation

LINCOLN-PETERSON DEVELOPMENT ASSOCIATES, LLC, an Illinois limited liability company

By: [Signature]
Name: Robert M. Silverman
Its: Divisional Vice President

By: [Signature]
Name: Thomas J. Gausjaeger
Its: Manager

WITNESSESS

WITNESSESS

[Signature]
[Signature]

[Signature]
[Signature]

B. T. HOLDINGS, L.L.C.
an Illinois limited liability company

By: [Signature]
Bruce Teitelbaum
Manager

WITNESSES

[Signature]

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STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, the undersigned, a Notary Public, do hereby certify that Robert M. Silverman, personally known to me to be the Divisional Vice President of WALGREEN CO., an Illinois corporation, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such Divisional Vice President of said corporation, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the purposes therein set forth.

Given under my hand and notarial seal this 10th day of August, 2004.

My commission expires:



Notary Public



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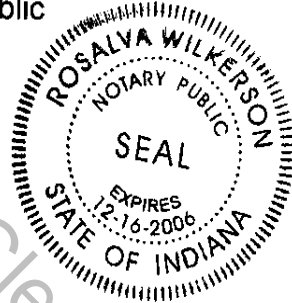
STATE OF Illinois)
COUNTY OF Cook) SS

I, Rosalva Wilkerson, a Notary Public, do hereby certify that Thomas Gamsjaeger, personally known to me to be the Manager of LINCOLN-PETERSON DEVELOPMENT ASSOCIATES, LLC, an Illinois limited liability company, is personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed said instrument as such Manager of said limited liability company, pursuant to the authority given by the operating Agreement and members of said limited liability company, and as a free and voluntary act for the purposes therein set forth.

Given under my hand and notarial seal this 30th day of August, 2004.

Rosalva Wilkerson
Notary Public

My commission expires: 12-16-04



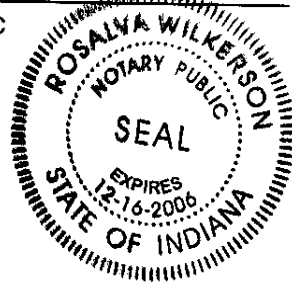
STATE OF Illinois)
COUNTY OF Cook) ss.

I, Rosalva Wilkerson, a Notary Public, do hereby certify that Bruce Teitalbaum, personally known to me to be the manager of B.T. Holdings, L.L.C., an Illinois liability company, is personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed said instrument as such manager of said limited liability company, pursuant to the authority given by the Operating Agreement and members of said limited liability company, and as his free and voluntary act for the purposes therein set forth.

Given under my hand and notarial seal this 30th day of August, 2004.

Rosalva Wilkerson
Notary Public

My commission expires: 12-16-06



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EXHIBIT

ATTACHED TO

DOCUMENT

SEE PLAT INDEX

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EXHIBIT "B"

LEGAL DESCRIPTION OF LEASED PREMISES

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 44 IN KEEN AND DATO'S POLO GROUNDS ADDITION TO NORTH EDGEWATER; THEN RUN N 89° 57' 52" E ALONG THE SOUTH LINE OF WEST PETERSON AVENUE A DISTANCE OF 423.67 FEET TO THE NORTHEAST CORNER OF LOT 34 IN KRENN AND DATO'S POLO GROUNDS ADDITION TO NORTH EDGEWATER; THEN RUN S 01° 10' 31" E ALONG THE EAST LINE OF SAID LOT 34 A DISTANCE OF 125.04 FEET TO THE NORTH LINE OF A PUBLIC ALLEY; THEN RUN S 89° 29' 00" W ALONG SAID NORTH LINE A DISTANCE OF 58.02 FEET TO THE WEST LINE OF A PUBLIC ALLEY; THEN RUN S 01° 10' 02" E ALONG SAID WEST LINE A DISTANCE OF 144.63 FEET TO THE NORTHEASTERLY LINE OF A PUBLIC ALLEY; THEN RUN N 51° 04' 51" W ALONG SAID NORTHEASTERLY LINE A DISTANCE OF 73.89 FEET; THEN RUN N 38° 51' 25" E A DISTANCE OF 24.88 FEET; THEN RUN N 51° 04' 03" W A DISTANCE OF 157.00 FEET; THEN RUN N 86° 04' 49" W A DISTANCE OF 223.09 FEET TO THE WEST LINE OF SAID LOT 44; THEN RUN N 38° 50' 56" E ALONG SAID WEST LINE A DISTANCE OF 24.56'; THEN RUN N 00° 00' 08" W ALONG THE WEST LINE OF SAID LOT 44 A DISTANCE OF 71.04 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

EXCEPT THE PORTION THEREOF DESCRIBED AS FOLLOWS:

THAT PART OF LOT 50 IN KRENN AND DATO'S POLO GROUNDS ADDITION TO NORTH EDGEWATER, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 50; THEN RUN NORTH 51 DEGREES 04 MINUTES 51 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF A PUBLIC ALLEY A DISTANCE OF 23.89 FEET, THEN RUN NORTH 38 DEGREES 51 MINUTES 25 SECONDS EAST A DISTANCE OF 28.41 FEET TO THE WESTERLY LINE OF A PUBLIC ALLEY; THEN RUN SOUTH 01 DEGREES 10 MINUTES 09 SECONDS EAST ALONG SAID WESTERLY LINE A DISTANCE OF 37.14 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.