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This Instrument prepared by and
after recording return to:

Jeffrey N. Owen
DLA Piper Rudnick Gray Cary
US LLP
203 North LaSalle Street
Suite 1900
Chicago, Illinois 60601



Doc#: 0502639115
Eugene "Gene" Moore Fee: \$34.50
Cook County Recorder of Deeds
Date: 01/26/2005 02:18 PM Pg: 1 of 6

This space reserved for Recorder's use only.

FIRST AMENDMENT TO ACCESS AND SIGNAGE EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO ACCESS AND SIGNAGE EASEMENT AGREEMENT (this "Amendment") is made as of the 25th day of January, 2005, by and between **TARGET CORPORATION**, a Minnesota corporation ("Target") and **DAMEN DEVELOPMENT, L.L.C.**, an Illinois limited liability company ("Damen").

RECITALS:

WHEREAS, Target is the owner of the parcel of land situated in Cook County, Illinois, more particularly described on Exhibit A attached hereto, and which is identified as the "Target Tract" on the site plan (the "Site Plan") attached as Exhibit C to the Agreement (as hereinafter defined);

WHEREAS, Damen is the owner of the parcel of land situated immediately adjacent to the Target Tract, more particularly described on Exhibit B attached hereto, and which is identified as the "Damen Tract" on the Site Plan attached as Exhibit C to the Agreement;

WHEREAS, Target and Damen entered into that certain Access and Signage Easement Agreement dated as of August 25, 2004 and recorded on September 15, 2004 as Document Number 0425902282 with the Cook County, Illinois Recorder of Deeds (the "Agreement") for (i) the grant and conveyance of an easement by Target to Damen for vehicular and pedestrian ingress and egress over, upon and across a portion of the Target Tract, which easement area is identified as the "Access Easement Area" on the Site Plan attached as Exhibit C to the Agreement, and (ii) the grant and conveyance of an easement by Damen to Target for a monument sign over, upon and across a portion of the Damen Tract, which easement area is identified as the "Target Sign Area" on the Site Plan attached as Exhibit C to the Agreement;

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WHEREAS, Target and Damen have agreed that the original Site Plan attached as Exhibit C to the Agreement incorrectly depicted the Access Easement Area; and

WHEREAS, Target and Damen have agreed to replace Exhibit C to the Agreement with the revised Site Plan attached hereto as Exhibit C-1.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Target and Damen agree and covenant as follows:

1. Capitalized terms used, but not defined herein, shall have the respective meanings set forth in the Agreement.
2. The Site Plan attached as Exhibit C to the Agreement is hereby deleted in its entirety and replaced with the Site Plan attached hereto as Exhibit C-1.
3. All other provisions of the Agreement, not otherwise modified herein, shall remain in full force and effect.
4. This Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

DAMEN DEVELOPMENT, L.L.C.,
an Illinois limited liability company

TARGET CORPORATION,
a Minnesota corporation

By: The Harlem Irving Companies, Inc.,
an Illinois corporation

By:

By: Donald W. Bailey
Name: Donald W. Bailey
Title: Vice President

Name: _____
Title: _____

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WHEREAS, Target and Damen have agreed that the original Site Plan attached as Exhibit C to the Agreement incorrectly depicted the Access Easement Area; and

WHEREAS, Target and Damen have agreed to replace Exhibit C to the Agreement with the revised Site Plan attached hereto as Exhibit C-1.

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1. Capitalized terms used, but not defined herein, shall have the respective meanings set forth in the Agreement.
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.


DAMEN DEVELOPMENT, L.L.C.,
an Illinois limited liability company

TARGET CORPORATION,
a Minnesota corporation

By: The Harlem Irving Companies, Inc.,
an Illinois corporation

By:

By: _____
Name: _____
Title: _____

By: 
Name: Scott Nelson
Title: Vice President
Target Corporation

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 25th day of January, 2005, by Donald W. Buley the Vice President of The Harlem Irving Companies, Inc., an Illinois corporation, on behalf of Damen Development, L.L.C.

[Signature]
Notary Public

My commission expires:

7-21-08



STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ___ day of _____, 2005, by _____ the _____ of Target Corporation, a Minnesota corporation, on behalf of the corporation.

Notary Public

My commission expires:

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by _____ the _____ of The Harlem Irving Companies, Inc., an Illinois corporation, on behalf of Damen Development, L.L.C.

Notary Public

My commission expires:

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 25th day of January, 2005, by Scott Nelson the Vice President of Target Corporation, a Minnesota corporation, on behalf of the corporation.

Teresa A. Gaure
Notary Public

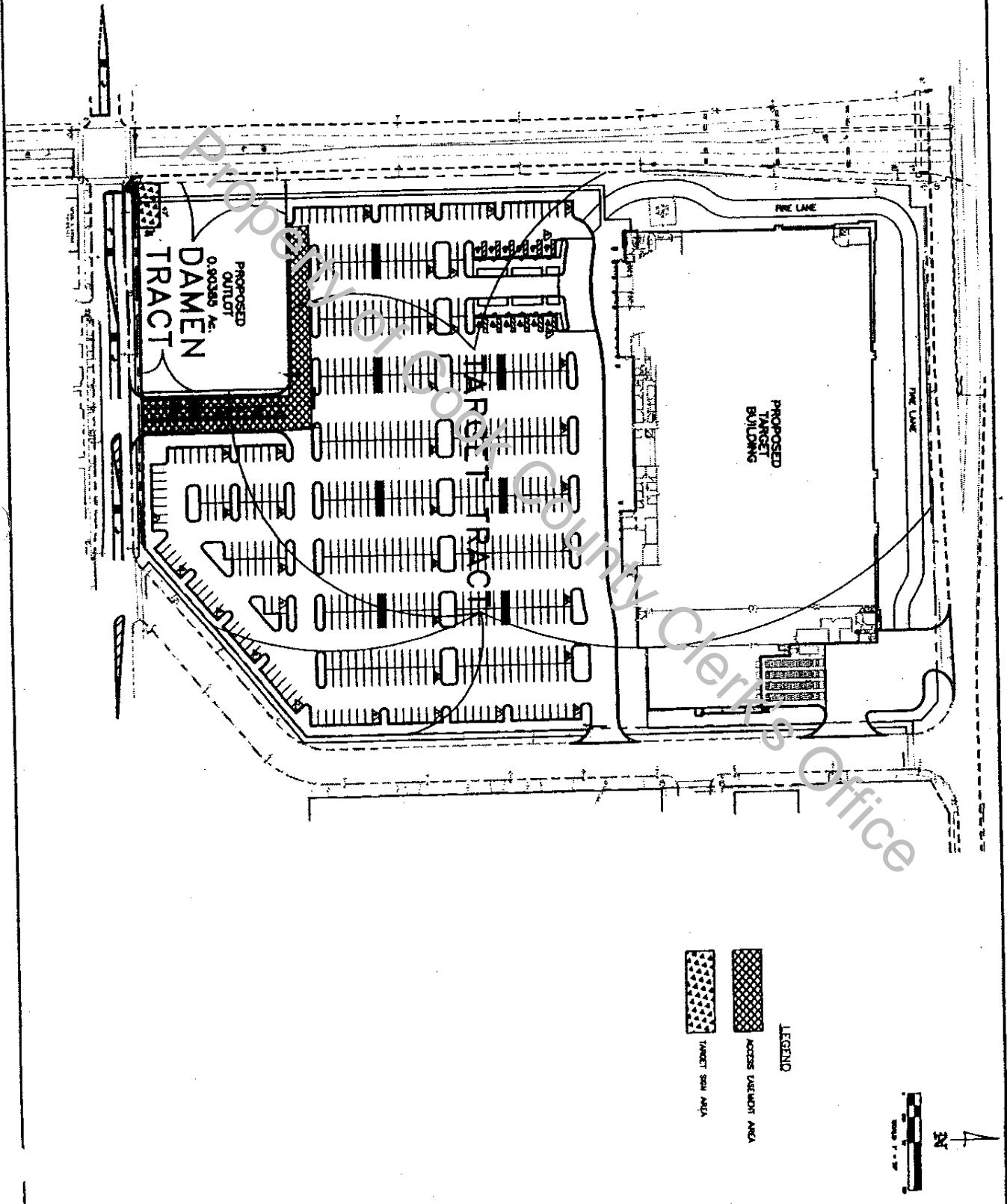
My commission expires:
1/31/2005



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EXHIBIT C-1

SITE PLAN



CE DESIGN, LTD.

ENGINEERS/ARCHITECTS
18750 ROAHLING ROAD, ROLLING MEADOWS ILLINOIS 80008-1336
(847) 382-3370 FAX (847) 382-8232

CHICAGO McKinley Park TARGET STORE
W. 33rd STREET & S. DAMEN AVENUE
SHARED ACCESS EXHIBIT

DATE: 6/21/04
DRAWN BY: TJS
CHECKED BY: KCB

REVISIONS
06/17/04
06/28/04

2430

