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Date: 01/27/2005 01:09 PM Pg: 1 of 13

MEMORANDUM OF GROUND LEASE:

EASEMENTS AND RESTRICTIONS:

PERMANENT INDEX NUMBER: 08 09 300 015

ADDRESS: CORNER OF KENNICOTT DRIVE AND ALGONQUIN ROAD,
ARLINGTON HEIGHTS, ILLINOIS

PREPARED BY AND MAIL TO:
CATHERINE PHILLIPS
LEWIS, RICE AND FINGERSH, L.C.
500 N. BROADWAY, SUITE 2000
ST. LOUIS, MISSOURI 63102-2147

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Box 400-CTCC

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(Memorandum of Ground Lease
Arlington Heights, IL)

**MEMORANDUM OF GROUND LEASE;
EASEMENTS AND RESTRICTIONS**

THIS MEMORANDUM OF GROUND LEASE, EASEMENTS AND RESTRICTIONS (this "Memorandum") is made and entered into as of the date of the last execution, which date is the 20th day of January, 2009, by and between SURREY RIDGE, L.L.C., an Illinois limited liability company ("Landlord"), and LOWE'S HOME CENTERS, INC., a North Carolina corporation ("Tenant").

WITNESSETH:

RECITALS

WHEREAS, Landlord and Tenant entered into that certain Ground Lease dated as of an even date with this Memorandum (the "Lease");

WHEREAS, the Lease pertains to certain premises located in Cook County, Illinois, said premises being more specifically described on Exhibit A, attached hereto and made a part hereof (the "Demised Premises"); and

WHEREAS, the Demised Premises are part of a larger shopping center owned by Landlord, said shopping center being more specifically described on Exhibit B attached hereto and made a part hereof (the "Shopping Center"); and

WHEREAS, Landlord, in the Lease, has granted to Tenant certain non-exclusive easements in and to the Demised Premises and Shopping Center, to run and exist at all time the Lease is in effect; and

WHEREAS, Landlord and Tenant have agreed to certain restrictions, exclusives and covenants for the Demised Premises and the Shopping Center, for the mutual benefit of the parties and such property; and

WHEREAS, Landlord and Tenant desire to evidence the Lease, the easements granted therein and the use restrictions and covenants of the Lease in the Official Records of Cook County by the recitations contained in this Memorandum;

NOW, THEREFORE, in consideration of the foregoing and TEN DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord does hereby demise, lease and let unto Tenant the Demised Premises, as follows:

1. Recitals. The Recitals are included in this Memorandum.
2. Term and Renewal Term. The Term of the Lease shall be for a twenty (20) year period, subject to six (6) Renewal Terms of five (5) years each, provided Tenant is not in material default. The Original Term will commence upon the date of the Lease and will expire on 11:59 p.m. (local time) of the day prior to the twentieth (20th) anniversary of the Rent Commencement Date (a Memorandum of which Rent Commencement Date will be recorded at a later date than this Memorandum, confirming the actual Rent Commencement Date).
3. Right of First Refusal. The Lease contains a right of first refusal in favor of Tenant should Landlord desire to sell the Demised Premises or assign its rights in the Lease to a third party.

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4. Use Restrictions.

(a) During the Term, no portion of the Shopping Center may be used for any of the following purposes without the written consent of Tenant and Landlord:

(i) A tavern, bar, nightclub, cocktail lounge, discotheque, dance hall, or any other establishment selling alcoholic beverages for on-premises consumption; provided, however, the foregoing shall not prohibit the operation of a restaurant where the sale of alcoholic beverages therein comprises less than thirty (30%) percent of the restaurant's gross revenues.

(ii) A bowling alley, billiard parlor, bingo parlor, arcade or game room.

(iii) A theater (motion picture or live performance).

(iv) A health club, gymnasium or spa.

(v) A service station, automotive repair shop or truck stop.

(vi) A flea market or pawn shop.

(vii) A training or educational facility (including without limitation, a school, college, reading room or other facility catering primarily to students and trainees rather than customers).

(viii) A car wash, except on an Outparcel and where the same shall have constructed and shall use sanitary sewer, water and storm water drainage lines entirely separate from those utilized by the Lowe's Parcel.

(ix) A medical clinic or office other than dentist office or chiropractor's office (although if Lowe's Home Centers, Inc. or an affiliate of Lowe's Home Centers, Inc. is no longer the Tenant under this Lease, medical clinics or medical offices shall not be prohibited).

(x) A dry cleaning plant, central laundry or laundromat.

(xi) An establishment for sale of automobiles, trucks, mobile homes or recreational motor vehicles.

(xii) A child day care facility.

It is acknowledged, as of the Effective Date of the Lease, there are certain tenants on the Landlord Parcels, including a tenant which operates a dry cleaners and a tenant which operates a tire and retail automotive center ("Existing Tenants"). All of such Existing Tenants are deemed accepted by Tenant. Upon expiration of the current leases for the dry cleaners (including expiration of any renewal options that are presently granted in such existing lease), Landlord shall comply with all requirements described above, including obtaining any consents necessary from Tenant under the Lease and prohibiting all uses specified in Section 19(b) of the Lease. Landlord shall not enter into new leases with the Existing Tenant operating the dry cleaners or any assignee or sublessee of the Existing Tenant operating the dry cleaners or any third party, nor will Landlord allow any future occupancy without complying with all requirements of Section 19 of the Lease. As to the Existing Tenant that operates a tire and retail automotive center, Landlord is not prohibited from entering into new leases with such Existing Tenant or with a third party for the same premises presently operated by such Existing Tenant, provided the new lease is for substantially the same type of retail sales of merchandise as presently operated in such area and such tenant takes measures to insure strict compliance with all environmental requirements and laws in connection with its occupancy and operations. To the extent Landlord's

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consent is required by any of the Existing Tenants for an assignment or sublease, Landlord shall, to the extent Landlord is given discretion or the right within the requirements of such lease or leases, grant or withhold such required consent in compliance with the terms of Section 19 of the Lease.

(b) During the Term of the Lease, no portion of the Shopping Center may ever be used for any of the following uses whatsoever:

- (i) An adult type bookstore or other establishment selling, renting, displaying or exhibiting pornographic or obscene materials (including without limitation: magazines, books, movies, videos, photographs or so called "sexual toys") or providing adult type entertainment or activities (including, without limitation, any displays of a variety involving, exhibiting or depicting sexual themes, nudity or lewd acts (but the foregoing shall not apply to a general merchandise bookstore, such as a book store similar to Barnes and Noble as operated as of the date of the Lease).
- (ii) A massage parlor.
- (iii) A skating rink.
- (iv) A mortuary, crematorium or funeral home.
- (v) A mobile home or trailer court, labor camp, junkyard or stockyard.
- (vi) A land fill, garbage dump or for the dumping, disposing, incineration or reduction of garbage.
- (vii) A telephone call center.
- (viii) A gambling establishment, bingo parlor or betting parlor.
- (viii) Veterinary hospital or animal raising or keeping facilities.
- (ix) Assembling associated with manufacturing, manufacturing, industrial, distilling, refining or smelting facility.

5. Tenant Exclusive. Tenant shall have the exclusive right, during the Term, to operate within the Shopping Center a building material supplies or home center or home improvement retail warehouse as such businesses are commonly understood in the shopping center business. So long as any portion of the Demised Premises are being used for any of the following businesses or purposes (and for a period of 24 months thereafter), Landlord, and/or any tenant or occupant of the Shopping Center (except Tenant on the Demised Premises), shall not sell, lease, or otherwise allow, directly or indirectly, the use or occupancy of any space in the Shopping Center for the following uses:

- (i) A hardware store containing more than 5,000 square feet of useable floor area.
- (ii) An appliance and/or home electronics store containing more than 5,000 square feet of useable floor area; provided, however, the foregoing shall not prohibit a Circuit City or Best Buy or a substantially similar store that operates in the same manner and with substantially the same products and percentages of products as presently operated and offered by Circuit City or Best Buy (or a successor of either such entity that operates in the same manner and with substantially the same products and percentages of products as presently operated by Circuit City or Best Buy) in the Shopping Center.
- (iii) A lawn and garden store containing more than 3,000 square feet of useable floor area.

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(iv) A paint and/or home decor center containing more than 5,000 square feet of useable floor area.

(v) A retail and/or warehouse home improvement center, lumber yard, building materials supply center, home improvement service center and/or other stores or centers similar to those operated by or as Lowe's, Home Depot, Home Depot Expo, Villagers Hardware, 84 Lumber, Wickes, Hughes Lumber, McCoys, Menard's, Sears Hardware, Great Indoors, Sutherlands, Scotty's and Orchard Supply.

These restrictions or exclusive rights shall also apply to prohibit a larger business having space in its store devoted to selling the merchandise described in subparagraphs (i) through (iv) when such space exceeds the limitations of subparagraphs (i) through (iv).

6. Easements. As part of the rights of Tenant under the Lease, Landlord has granted to Tenant under the Lease, and this Memorandum hereby evidences such grant, certain easements as follow:

(a) Landlord grants to Tenant, and Tenant's employees, agents, invitees and customers nonexclusive easements, co-terminous with the Term of the Lease, and the right to use, in common with all other occupants of the Shopping Center and their respective employees, agents, invitees and customers, without charge, all Common Areas and Common Facilities of the Shopping Center for purposes of access, ingress and egress, drainage and utilities, all as more fully described in the Lease. Neither Landlord nor Tenant shall construct any barriers over the Common Areas of the Shopping Center except in those areas established for the exclusive use of a party. Landlord hereby further grants to Tenant, and to the agents, customers, invitees, licensees, tenants and employees of Tenant, for a period co-terminous with the Lease, nonexclusive easements over, through, across and around the Shopping Center, (i) for roadways, walkways, ingress and egress, loading and unloading of commercial and other vehicles, (ii) for the use of utilities and facilities installed for the comfort and convenience of tenants or businesses and occupants of the buildings constructed on the Shopping Center, and (iii) for the installation, repair and replacement of storm drains, sewers, utilities and other proper services necessary for the development and operation of the Demised Premises or the Shopping Center.

(b) Landlord has also granted to Tenant under the Lease, and this Memorandum hereby evidences such grant, certain easements and rights with respect to pylon signs within the Shopping Center as follows. Landlord shall erect a new pylon sign for the Shopping Center which is indicated on the Site Plan as the Shopping Center Pylon Sign, and Tenant shall erect a new sign for the Demised Premises which is indicated on the Site Plan as the Lowe's Sign. Tenant may install Tenant's panel on the Shopping Center Pylon Sign in the top, first and most prominent position as shown on the Shopping Center Sign Exhibit attached to the Lease; and in no event may Landlord alter the size or allocation of the panels without Tenant's prior approval. The Lowe's Sign is for the exclusive use of Tenant. Landlord grants to Tenant, coterminous with this Lease, an easement and right to install, maintain, repair and replace Tenant's sign panel on the Shopping Center Pylon Sign, together with access over the Shopping Center to perform the same.

(c) Landlord has also granted to Tenant and to Tenant's customers, but not to Tenant's employees, an easement and right to park in those areas, in common with Landlord and Landlord's tenants, and on a non-reserved, as available basis, designated as the Shared Parking Area on the Site Plan. In no event shall any person or entity other than Landlord and Landlord's tenants (excluding Tenant), customers, contractors and invitees ("Landlord Permittees") have the right to park on the Landlord Parcels and parking on the Landlord Parcels is reserved exclusively for Landlord and the Landlord Permittees, except, however, that customers of Tenant may park in the Shared Parking Area shown on the Site Plan. The right to park on the Demised Premises and parking on the Demised Premises is reserved exclusively for Tenant and the Tenant

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Permittees, except, however, the customers of Landlord's tenants, but not the employees of Landlord's tenants, may, in common with Tenant, and on a non-reserved, as available basis, use the parking spaces in the Shared Parking Area designated on the Site Plan.

7. Subject to Lease. This Memorandum is subject to all conditions, terms and provisions of the Lease, which agreement is hereby adopted and made a part hereof by reference to the same in the same manner as if all the provisions thereof were copied herein in full.

8. Reference to Lease. In the event of a conflict between the terms of the Lease and this Memorandum, the Lease shall prevail. Reference should be made to the Lease for a more detailed description of all matters contained in this Memorandum

9. Defined Terms. Capitalized terms not defined herein shall have the meaning as set forth in the Lease.

[SIGNATURES ON NEXT PAGE]

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum effective as of the date first written above.

"LANDLORD":
SURREY RIDGE, L.L.C.,
an Illinois limited liability company

By: Surrey Ridge Limited Partnership,
An Illinois limited partnership, its Sole Member

By: St. Andrews Properties, Inc., an
Illinois corporation, a General Partner

By: _____
Joel S. Hirsch, Chairman

By: _____
Joel S. Hirsch, a General Partner

Being all of the General Partners of Surrey
Ridge Limited Partnership

"TENANT":
LOWE'S HOME CENTERS, INC.,
a North Carolina corporation

By: David E. Shelton
Name: David E. Shelton
Title: Senior Vice President

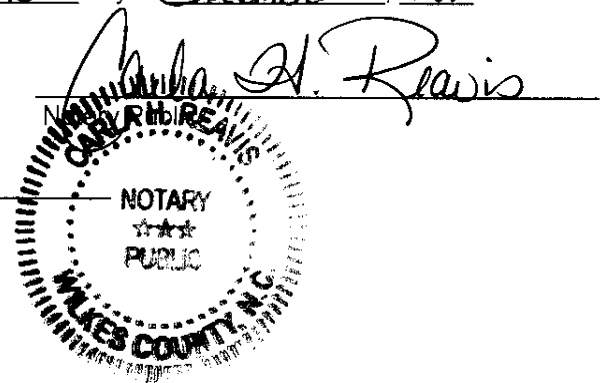
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STATE OF NORTH CAROLINA)
) SS.
COUNTY OF WILKES)

I, Carla H. Reavis, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY that David E. Shelton, personally known to me to be the same person whose
name is subscribed to the foregoing instrument as Sr. Vice President of Lowe's Home Centers, Inc.,
a North Carolina corporation, appeared before me this day in person and acknowledged to me that he,
being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of
said corporation, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13th day of December, 2004.

My Commission Expires 9-22-06



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IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum effective as of the date first written above.

“LANDLORD”:
SURREY RIDGE, L.L.C.,
an Illinois limited liability company

By: Surrey Ridge Limited Partnership,
An Illinois limited partnership, its Sole Member

By: St. Andrews Properties, Inc., an
Illinois corporation, a General Partner

By: *Joel S. Hirsch*
Joel S. Hirsch, Chairman

By: *Joel S. Hirsch*
Joel S. Hirsch, a General Partner

Being all of the General Partners of Surrey
Ridge Limited Partnership

“TENANT”:
LOWE'S HOME CENTERS, INC.,
a North Carolina corporation

By: _____
Name: _____
Title: _____

STATE OF NORTH CAROLINA)
) SS.
COUNTY OF WILKES)

I, _____, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY that _____, personally known to me to be the same person whose
name is subscribed to the foregoing instrument as _____ of Lowe's Home Centers, Inc.,
a North Carolina corporation, appeared before me this day in person and acknowledged to me that he,
being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of
said corporation, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2004.

Notary Public

My Commission Expires _____

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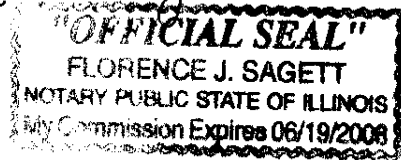
STATE OF ILLINOIS)
COUNTY OF Lake) SS.

I, Florence Sagett, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Joel S. Hirsch, personally known to me to be the same person whose name is subscribed to the foregoing instrument as a General Partner of Surrey Ridge Limited Partnership, an Illinois limited partnership and the sole member of SURREY RIDGE, L.L.C., an Illinois limited liability company, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said partnership, as sole member of the Company, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12 day of January, 2005.

Florence Sagett
Notary Public

My Commission Expires



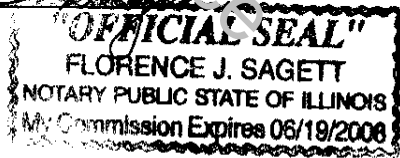
STATE OF ILLINOIS)
COUNTY OF Lake) SS.

I, Florence Sagett, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Joel S. Hirsch, personally known to me to be the same person whose name is subscribed to the foregoing instrument as Chairman of St. Andrew's Properties, Inc., an Illinois corporation and a General Partner of Surrey Ridge Limited Partnership, an Illinois limited partnership and the sole member of SURREY RIDGE, L.L.C., an Illinois limited liability company, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation, in its capacity as General Partner of the sole member of the Company, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12 day of January, 2005.

Florence Sagett
Notary Public

My Commission Expires



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EXHIBIT A

DEMISED PREMISES

THAT PART OF THE WEST 1/2 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE INTERSECTION OF THE SOUTHEASTERLY LINE OF KENNICOTT DRIVE WITH THE NORTHEASTERLY LINE OF ALGONQUIN ROAD IN SURREY RIDGE WEST UNIT NUMBER 1, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON APRIL 3, 1967 AS DOCUMENT NUMBER 20099454; THENCE NORTHEASTERLY ALONG THE SAID SOUTHEASTERLY LINE OF KENNICOTT DRIVE NORTH 43°27'56" EAST RECORD/ NORTH 43°28'13" EAST MEASURED A DISTANCE OF 380 FEET RECORD/ 380.05 FEET MEASURED TO A POINT OF CURVATURE; THENCE NORTHEASTWARD ALONG A CURVED LINE CONVEX TO THE SOUTHEAST OF 500 FEET IN RADIUS FOR AN ARC LENGTH OF 144.45 FEET RECORD/ 144.37 FEET MEASURED TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWARD ALONG A CURVED LINE CONVEX TO THE EAST OF 344.57 FEET IN RADIUS FOR AN ARC LENGTH OF 144.09 FEET RECORD/ 144.57 FEET MEASURED TO THE SOUTHWESTERLY CORNER OF LOT 36 IN SURREY RIDGE WEST UNIT 5, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON JULY 28, 1977 AS DOCUMENT NUMBER 24033000; THENCE SOUTH 63°14'00" EAST RECORD/ SOUTH 63°12'18" EAST MEASURED, ALONG THE SOUTHERLY LINE OF SAID SURREY RIDGE WEST UNIT 5, A DISTANCE OF 579.37 FEET RECORD/ 579.11 FEET MEASURED; THENCE SOUTH 00°02'13" WEST RECORD/ SOUTH 00°01'47" WEST MEASURED A DISTANCE OF 357.56 FEET; THENCE SOUTH 43°40'38" WEST 361.72 FEET; THENCE SOUTH 40°48'18" WEST 30.87 FEET; THENCE NORTH 46°34'13" WEST 34.34 FEET; THENCE SOUTH 43°42'56" WEST 162.75 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF ALGONQUIN ROAD; THENCE NORTHWESTWARD ALONG THE NORTHEASTERLY LINE OF ALGONQUIN ROAD, NORTH 46°32'04" WEST RECORD/ NORTH 46°30'18" WEST MEASURED A DISTANCE OF 676.45 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

DESCRIPTION OF SHOPPING CENTER

LEGAL DESCRIPTION:

THAT PART OF THE WEST 1/2 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE INTERSECTION OF THE SOUTHEASTERLY LINE OF KENNICOTT DRIVE WITH THE NORTHEASTERLY LINE OF ALGONQUIN ROAD IN SURREY RIDGE WEST UNIT NUMBER 1, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON APRIL 3, 1967 AS DOCUMENT NUMBER 20099454; THENCE NORTHEASTERLY ALONG THE SAID SOUTHEASTERLY LINE OF KENNICOTT DRIVE NORTH 43°27'56" EAST RECORD/ NORTH 43°28'13" EAST MEASURED A DISTANCE OF 380 FEET RECORD/ 380.05 FEET MEASURED TO A POINT OF CURVATURE; THENCE NORTHEASTWARD ALONG A CURVED LINE CONVEX TO THE SOUTHEAST OF 500 FEET IN RADIUS FOR AN ARC LENGTH OF 144.45 FEET RECORD/ 144.37 FEET MEASURED TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWARD ALONG A CURVED LINE CONVEX TO THE EAST OF 344.57 FEET IN RADIUS FOR AN ARC LENGTH OF 144.09 FEET RECORD/ 144.57 FEET MEASURED TO THE SOUTHWESTERLY CORNER OF LOT 36 IN SURREY RIDGE WEST UNIT 5, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON JULY 28, 1977 AS DOCUMENT NUMBER 24033000; THENCE SOUTH 53°14'00" EAST RECORD/ SOUTH 63°12'18" EAST MEASURED, ALONG THE SOUTHERLY LINE OF SAID SURREY RIDGE WEST UNIT 5, A DISTANCE OF 768.59 FEET RECORD/ 768.33 FEET MEASURED; THENCE SOUTH 00°02'13" WEST RECORD/ SOUTH 00°24'13" EAST MEASURED A DISTANCE OF 5.64 FEET RECORD/ 5.62 FEET MEASURED; THENCE NORTH 89°57'47" WEST RECORD/ NORTH 89°58'13" WEST MEASURED A DISTANCE OF 169.00 FEET RECORD/ 168.99 FEET MEASURED; THENCE SOUTH 00°02'13" WEST RECORD/ SOUTH 0°01'47" WEST MEASURED A DISTANCE OF 586.00 FEET RECORD/ 585.29 FEET MEASURED; THENCE SOUTH 66°57'47" EAST RECORD/ SOUTH 66°58'13" EAST MEASURED A DISTANCE OF 105.00 FEET; THENCE SOUTH 00°02'13" WEST RECORD/ SOUTH 00°01'47" WEST MEASURED A DISTANCE OF 210.00 FEET RECORD/ 210.28 FEET MEASURED; THENCE SOUTH 89°57'47" EAST RECORD/ SOUTH 89°58'13" EAST MEASURED A DISTANCE OF 212.55 FEET TO THE SOUTHEASTERLY LINE OF THAT PROPERTY CONVEYED BY DEED RECORDED AS DOCUMENT NO.13376345; THENCE SOUTHWESTERLY ON THE SAID SOUTHEASTERLY PROPERTY LINE SOUTH 32°07'13" WEST RECORD/ SOUTH 32°14'20" WEST MEASURED A DISTANCE OF 226.35 FEET TO A POINT BEING 60.0 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES, TO THE CENTER LINE OF GOLF ROAD; THENCE NORTH 86°11'11" WEST RECORD/ NORTH 86°44'24" WEST MEASURED A DISTANCE OF 143.65 FEET RECORD/ 143.45 FEET MEASURED; THENCE NORTHWESTWARD ALONG A CURVED LINE CONVEX TO THE SOUTHWEST OF 408.12 FEET IN RADIUS FOR AN ARC LENGTH OF 181.69 FEET RECORD/ 181.71 FEET MEASURED TO A POINT OF

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TANGENCY; THENCE NORTHWESTWARD ALONG THE NORTHEASTERLY LINE OF ALGONQUIN ROAD, NORTH 46°32'04" WEST RECORD/ NORTH 46°30'18" WEST MEASURED A DISTANCE OF 1,086.45 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

(PART OF LAND EXCEPTED)

THAT PART OF THE WEST 1/2 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE INTERSECTION OF THE SOUTHEASTERLY LINE OF KENNICOTT DRIVE WITH THE NORTHEASTERLY LINE OF ALGONQUIN ROAD IN SURREY RIDGE WEST UNIT NUMBER 1, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON APRIL 3, 1967 AS DOCUMENT NUMBER 20099454; THENCE NORTHEASTERLY ALONG THE SAID SOUTHEASTERLY LINE OF KENNICOTT DRIVE NORTH 43°27'56" EAST RECORD/ NORTH 43°28'13" EAST MEASURED A DISTANCE OF 380 FEET RECORD/ 380.05 FEET MEASURED TO A POINT OF CURVATURE; THENCE NORTHEASTWARD ALONG A CURVED LINE CONVEX TO THE SOUTHEAST OF 500 FEET IN RADIUS FOR AN ARC LENGTH OF 144.45 FEET RECORD/ 144.37 FEET MEASURED TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWARD ALONG A CURVED LINE CONVEX TO THE EAST OF 344.57 FEET IN RADIUS FOR AN ARC LENGTH OF 144.09 FEET RECORD/ 144.57 FEET MEASURED TO THE SOUTHWESTERLY CORNER OF LOT 36 IN SURREY RIDGE WEST UNIT 5, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON JULY 28, 1977 AS DOCUMENT NUMBER 24033000; THENCE SOUTH 63°14'00" EAST RECORD/ SOUTH 63°12'18" EAST MEASURED, ALONG THE SOUTHERLY LINE OF SAID SURREY RIDGE WEST UNIT 5, A DISTANCE OF 579.37 FEET RECORD/ 579.11 FEET MEASURED FOR A POINT OF BEGINNING: THENCE CONTINUING SOUTH 63°14'00" EAST RECORD/ SOUTH 63°12'18" EAST MEASURED, ALONG THE SOUTHERLY LINE OF SAID SURREY RIDGE WEST UNIT 5, A DISTANCE OF 189.22 FEET; THENCE SOUTH 00°02'13" WEST RECORD/ SOUTH 00°24'13" EAST MEASURED A DISTANCE OF 5.64 FEET RECORD/ 5.62 FEET MEASURED; THENCE NORTH 89°57'47" WEST RECORD/ NORTH 89°58'13" WEST MEASURED A DISTANCE OF 169.00 FEET RECORD/ 168.99 FEET MEASURED; THENCE NORTH 00°02'13" EAST RECORD/ NORTH 00°01'47" EAST MEASURED A DISTANCE OF 90.75 FEET RECORD/ 90.83 FEET MEASURED TO THE POINT OF BEGINNING.

AND ALSO EXCEPT THE BUILDINGS APPURTENANCES RELATED IMPROVEMENTS LOCATED ON THE FOLLOWING DESCRIBED PROPERTY:

A TRACT OF LAND IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF ARLINGTON HEIGHTS, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF KENNICOTT DRIVE WITH THE NORTHEASTERLY LINE OF ALGONQUIN ROAD AS

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(Memorandum of Ground Lease
Arlington Heights, IL)

RECORDED IN SURREY RIDGE WEST UNIT 1 ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN COOK COUNTY, ILLINOIS ON APRIL 3, 1967 AS DOCUMENT NUMBER 20099454; THENCE SOUTH 46°32'04" EAST RECORD/ SOUTH 46°30'18" EAST MEASURED 1,086.45 FEET ALONG SAID NORTHEASTERLY LINE TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON A CURVE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 408.12 FEET, AN ARC DISTANCE OF 72.58 FEET RECORD/ 72.68 FEET MEASURED, AND A CHORD BEARING OF SOUTH 51°37'46" EAST RECORD/ SOUTH 51°36'24" EAST MEASURED TO A POINT OF BEGINNING; THENCE NORTH 47°48'10" EAST RECORD/ NORTH 47°36'52" EAST MEASURED 201.40 FEET RECORD/ 202.29 FEET MEASURED; THENCE SOUTH 89°57'47" EAST RECORD/ SOUTH 89°58'13" EAST MEASURED 212.55 FEET TO THE SOUTHEASTERLY LINE OF THAT PROPERTY CONVEYED BY DEED RECORDED AS DOCUMENT NO.13376345; THENCE SOUTHWESTERLY ON THE SAID SOUTHEASTERLY PROPERTY LINE SOUTH 32°07'13" WEST RECORD/ SOUTH 32°14'20" WEST MEASURED 226.35 FEET TO A POINT BEING 60.0 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES, TO THE CENTER LINE OF GOLF ROAD; THENCE NORTH 86°11'11" WEST RECORD/ NORTH 86°44'24" WEST MEASURED 143.65 FEET RECORD/ 143.45 FEET MEASURED; THENCE NORTHWESTERLY ON A CURVE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 408.12 FEET, AN ARC DISTANCE OF 109.11 FEET RECORD/ 109.03 FEET MEASURED AND A CHORD BEARING OF NORTH 64°22'59" WEST RECORD/ NORTH 64°21'42" WEST MEASURED TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Cook County Clerk's Office