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The Belt Railway Company
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Consuelo Boyd
DLA Piper Rudnick Gray Cary
US LLP
203 North LaSalle Street
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Chicago, Illinois 60601

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LANDSCAPE LEASE AGREEMENT

THIS INDENTURE (this "Lease"), made this 27th day of September, 2005 (the "Effective Date"), between THE BELT RAILWAY COMPANY OF CHICAGO, an Illinois corporation, party of the first part, hereinafter referred to as the Lessor and W2005 CMK REALTY, L.L.C., a Delaware limited liability company, party of the second part, hereinafter referred to as the Lessee.

WITNESSETH:

WHEREAS, Lessor and 83 Venture LLC, an Illinois limited liability company, have entered into that certain Offer to Purchase dated as of April 14, 2004, as amended and as assigned to Lessee (the "Purchase Agreement") for the purchase and sale of certain real property (the "Property") situated in Cook County, Illinois, more particularly described in the Purchase Agreement;

WHEREAS, Lessor owns that certain real property described on Exhibit A attached hereto (the "Belt Property"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, the parties hereto agreed to enter into this Lease to provide for Lessee's construction and maintenance of certain landscape improvements along the railroad track embankment on the Belt Property as more fully set forth herein.

NOW THEREFOR, Lessor, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the Lessee, has demised and leased to the Lessee, the premises, located in Chicago, Cook County, Illinois as described on Exhibit B

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attached hereto and made a part hereof (the "**Premises**") and the parties further covenant and agree as follows:

1. **COMPLIANCE WITH LAWS.** The Premises shall be used by the Lessee in accordance with all local, state and federal ordinances, laws, statutes and rules and regulations of any governmental agency, department or other entity having jurisdiction over the Premises and shall be solely for the purpose of the installation, construction, location and maintenance of landscape improvements, and for no other purpose whatsoever.

2. **TERM.** TO HAVE AND TO HOLD the Premises, and the appurtenances thereto, unto Lessee from the Effective Date for, during, and until the expiration of the fifth (5th) consecutive calendar year following the Effective Date (the "**Term**"). The Term of this Lease shall automatically, without further action by Lessor or Lessee, extend for six (6) renewal terms of five (5) years each on the same terms, conditions and provisions contained herein, provided that Lessee does not notify Lessor in writing within thirty (30) days of the expiration of the then current Term that this Lease shall terminate upon the expiration of the then current Term. The commencement of each such renewal term shall be deemed an extension of the Term by the length of such renewal term. Notwithstanding the foregoing, it is hereby expressly covenanted and agreed that Lessee may at any time, if it so elects, terminate this Lease by giving Lessor thirty (30) days' prior notice of such election in writing, signed by any of its officers or agents. Upon the expiration of such thirty (30) day period, the Term granted by this Lease shall absolutely terminate and come to an end; it being one of the essential conditions of this Lease that the Term shall be absolutely terminated upon the expiration of the said thirty (30) day notice period. Lessee agrees at the expiration or sooner termination of this Lease as herein provided, to peaceably yield possession of the Premises to Lessor in as good condition as when the same were entered upon. Upon thirty (30) days written notice to Lessee, Lessor may terminate this Lease with respect to all or part of the Premises as may be reasonably determined by Lessor for Lessor's railroad use or operations. To the extent it becomes necessary to relocate the fence described in Section 14 hereof as a result of such termination by Lessor, the cost of such relocation shall be borne by Lessor.

3. **RENT, TAXES AND OTHER CHARGES.** Lessee covenants and agrees with the Lessor, its successors and assigns, to pay said Lessor, as rent for the Premises, at the office of its Treasurer at 6900 S. Central Avenue, Bedford Park, Illinois 60638, the sum of \$200.00 per lease year payable in advance on the Effective Date and on the first day of each lease year thereafter.

A. Lessee further agrees that in addition to the rent, Lessee shall pay all gas fees, electric fees, water rates, special assessments, and other utility charges, taxes and assessments ("**Charges**") which may be levied or assessed on the Premises during the term of this Lease. In the event of the failure of said Lessee to pay the Charges when the same are due and payable, Lessor may pay the Charges and said Lessee agrees that any and all such payments, plus interest at the Default Rate (as hereinafter defined), may be added to the next ensuing annual installment of rent as additional rent for the Premises. Lessee agrees that such additional rent may be collected in the same manner as is hereinafter provided for the collection of other rents.

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B. Lessee shall pay directly to Lessor when due and as additional rent hereunder all general real estate taxes levied (and interest or penalties relating thereto), assessed, charged or imposed upon the Premises during or attributable to the Term of this Lease and any and all improvements situated thereon, and all taxes (and interest or penalties relating thereto), impositions or levies measured by or based in whole or in part upon the rent and additional rent derived from this Lease (hereinafter collectively referred to as "Taxes"). All local, state and federal income taxes shall be excluded from the definition of taxes. Lessee's obligation to pay the Taxes shall survive the expiration or termination of this Lease. In the event Lessee fails to pay such Taxes, Lessor may, but need not pay such Taxes, penalties, interest and costs thereon, on Lessee's behalf and Lessee shall thereafter reimburse Lessor for such Taxes, penalties, interest and costs, plus interest on the amounts so advanced by Lessor at the Default Rate.

C. Lessee agrees that the Lessor, its successors and assigns shall have a valid first lien upon any or all of the property of the Lessee located on the Premises, as security for the payment of said rent in the manner as aforesaid.

4. ALTERATIONS. Lessee shall not make any alterations, improvements or changes to the Premises, without Lessor's prior written consent. In order to request consent, Lessee shall provide Lessor with plans and specifications for the alterations, improvements or changes and evidence of insurance for the construction of such alterations, improvements or changes satisfactory to Lessor. Lessor shall respond to any request for such consent within thirty (30) days of Lessor's receipt of Lessee's request for consent addressed to The Belt Railway Company of Chicago, 6900 South Central Avenue, Bedford Park, Illinois 60638, Attention: Chief Engineer. All buildings, structures and appurtenances to be constructed on the Premises shall be constructed and at all times maintained and operated by said Lessee in accordance with municipal ordinances, building codes, the laws of the State of Illinois, Federal laws and with any rule, order or regulation of any Commission of the State of Illinois having jurisdiction thereover and in accordance with the plans and specifications previously submitted to and approved by Lessor. At Lessor's option, Lessee agrees upon the expiration of this Lease or the sooner termination thereof as herein provided, at Lessee's sole cost and expense to remove from the Premises all of said buildings, structures and appurtenances constructed on the Premises by Lessee and designated by Lessor and if requested in writing by Lessor, to restore the ground to its original condition as existed on the Effective Date. In the event of Lessee's failure to restore the Premises as provided herein, within 30 days after the expiration or termination of this Lease, then the Lessor is authorized at its option to retain all such buildings, structures and appurtenances as its own, or to remove the same at the sole cost, risk and expense of the Lessee. In the event Lessor removes such buildings, structures or appurtenances, Lessee shall pay the cost and expenses incurred by Lessor for such removal, plus interest at the Default Rate.

5. MAINTENANCE OBLIGATIONS; NET LEASE.

A. Lessee agrees, at its sole cost, risk and expense, to maintain the Premises and all buildings, structures and appurtenances on the Premises, the sidewalks, curbs, passageways, parking lots and area and roadways located on the Premises or adjoining

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the same in a clean and orderly condition, free of dirt, rubbish, snow, ice, and unlawful obstructions.

B. This Lease is a net lease and all rents to be paid hereunder are to be purely net to Lessor. Lessor shall not be required to furnish any services or facilities, to make any repairs or alterations in or to the Premises or to pay any Taxes, Charges, assessments, insurance or utilities. Lessee hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Premises.

6. **INDEMNITY.** Lessee hereby assumes all responsibility for and agrees to protect, indemnify and save harmless said Lessor, its officers, employees, agents, licensees, successors and assigns, from and against any and all loss, damage or injury, together with costs and expenses incident thereto, or claims for loss, damage or injury, together with costs and expenses incident thereto (collectively, "Claim"), arising in any manner, either directly or indirectly, regardless of negligence, out of Lessee's use or occupancy of the Premises, the construction, maintenance, use, occupation, operation or removal of any building, structure, appurtenance or facility located thereon, whether such loss, damage, or injury shall be to the Belt Property, to the persons or property of its employees, to the property of the Lessee, to the persons or property of Lessee's employees, or to the persons or properties of third persons, or as a result of any default under the provisions of this Lease. Lessee shall, upon notice of any Claim, assume the defense of any action therefor, except where said loss, damage or injury is a result of any criminal act or willful and wanton negligence on the part of Lessor's employee's, provided, however, that this exclusion does not apply to any claim upon which suit may be brought by reason of any alleged willful and wanton negligence on the part of Lessor, unless a judgment or other final adjudication thereof adverse to Lessor shall establish that acts of willful and wanton negligence were committed by Lessor.

7. **INSURANCE.** As a further consideration, Lessee agrees, at Lessee's sole cost, to secure, prior to the Effective Date of this Lease and to keep in effect at all times during the term hereof, a policy of insurance in amounts, coverage and with companies satisfactory to Lessor. Such insurance policy shall insure Lessee and Lessor as an additional insured from and against any and all damages, claims, demands, causes, or loss, or destruction of or damage to property whatsoever and to whomsoever belonging, resulting from, arising out of or incidental to the use or occupancy of the Premises or any part thereof, due to Lessee's operation or maintenance of the Premises by Lessee. Said liability policy shall have a liability minimum for the death of or injury to persons of at least One Million Dollars (\$1,000,000.00) for each person, and Three Million (\$3,000,000.00) Dollars for each accident, and the greater of the full replacement costs of the improvements on the Premises or Three Hundred Thousand (\$300,000.00) Dollars for loss or destruction of or damage to property. It is understood and agreed by Lessee that furnishing of such policy of insurance and the acceptance by Lessor is not intended to and shall not limit, affect or modify the obligations of Lessee under any provisions of this Lease. Said insurance policy shall specifically refer to and cover the indemnity provided in Section 6 of this Lease and shall further provide for thirty (30) days prior written notice to Lessor of any change in coverage or cancellation thereof. A certificate of insurance evidencing the insurance required hereunder and showing Lessor as an additional insured, and any renewal thereof, shall be furnished to Lessor.

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Lessee, at its sole cost and expense, shall maintain such insurance for the mutual benefit of Lessor and Lessee in such amounts and with companies as may from time to time be reasonably required by Lessor.

8. **DEFAULT.** Lessee agrees that any one or more of the following events shall be considered an "Event of Default": (a) Lessee shall fail to pay any rent, additional rent, Taxes or Charges within five (5) days after delivery to Lessee of written notice that such payment is delinquent; or (b) Lessee shall fail to keep, observe or perform any of the other covenants or agreements herein contained to be kept, observed and performed by Lessee, and such failure shall continue for fifteen (15) days after notice thereof in writing to Lessee; or (c) Lessee shall be adjudicated an involuntary bankrupt, or a decree or order approving, as properly filed, a petition or answer filed against Lessee asking reorganization of Lessee under the federal bankruptcy laws as now or hereafter amended, or under the laws of any state, shall be entered, and any such decree or judgment or order shall not have been vacated or set aside within sixty (60) days from the date of entry or granting thereof; or (d) Lessee shall file, or admit to the jurisdiction of the court any material allegations, contained in, any petition in bankruptcy or any petition pursuant to or purporting to be pursuant to the federal bankruptcy laws as now or hereafter amended, or Lessee shall institute any proceeding, or shall give its consent to the institution of any proceedings, for any relief of Lessee under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness or reorganization; or (e) Lessee shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Lessee or any of Lessee's property; or (f) Lessee's leasehold interest in the Premises is levied upon under execution or attached by legal process, or a lien is filed in respect of the Premises or leasehold interest in the Premises which is not released or discharged within ten (10) days after the date of delivery by Lessee of written notice of the existence of same; or (g) a decree or order appointing a receiver for the property of Lessee shall be made and such decree or order shall not have been vacated or set aside within sixty (60) days from the date of entry or granting thereof; (h) Lessee shall vacate or abandon the Premises during the Term; the transfer of a substantial part of the operations, business and personnel of the Lessee to another location shall be deemed, without limiting the meaning of the terms "vacates or abandons," to be a vacation or abandonment within the meaning of this subsection (h), whether or not Lessee thereafter continues to pay rent under this Lease; or (i) Lessee fails three times or more to timely pay rent or other charges required to be paid hereunder or shall fail three times or more to keep, observe, or perform any other covenants or agreements herein contained to be kept, observed or performed by Lessee (provided notice of such payment or other defaults shall have been given to Lessee, whether or not Lessee shall have timely cured any such payment or other defaults thereafter); or (j) Lessee fails to comply with the provisions concerning assignment, subletting and other transfer set forth in Section 11 of this Lease; or (k) the existence of any Event of Default defined or provided for elsewhere in this Lease.

9. **REMEDIES.**

A. Upon the occurrence of any one or more of such Events of Default, Lessor may at its election terminate this Lease or terminate Lessee's right to possession only, without terminating the Lease. Upon termination of the Lease, or upon any termination of Lessee's right to possession without termination of the Lease, Lessee shall surrender

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possession thereof to Lessor, and hereby grants to Lessor the full and free right, without demand or notice of any kind to Lessee (except as required by law and as hereinabove expressly provided for), to enter into and upon the Premises in such event with or without process of law and to repossess the Premises as Lessor's former estate and to expel or remove Lessee and any others who may be occupying the Premises, without being deemed in any manner guilty of trespass, eviction, forcible entry or detainer, without incurring any liability for any damage resulting therefrom, and without relinquishing Lessor's rights to rent, additional rent, Taxes, Charges or any other right given to Lessor hereunder or by operation of law.

B. Upon termination of this Lease, Lessor shall be entitled to recover as damages all rent and other sums due and payable by Lessee on the date of termination, plus (1) an amount equal to the value of the rent and other sums provided herein to be paid by Lessee for the balance of the Term hereof, less the fair rental value of the Premises for the balance of the Term (taking into account the time and expenses necessary to obtain a replacement tenant or tenants, including expenses hereinafter described relating to recovery of the Premises, preparation for reletting and for reletting itself), and (2) the cost of performing any other covenants to be performed by Lessee.

C. If Lessor elects to terminate Lessee's right to possession only without terminating the Lease, Lessor may, at Lessor's option, enter into the Premises, remove Lessee's signs and other evidences of tenancy, and take and hold possession thereof as hereinabove provided. Such re-entry and possession of the Premises by Lessor shall not be deemed a termination of the Lease or releasing Lessee, in whole or in part, from Lessee's obligations to pay the rent provided for hereunder for the full Term or from any other obligations of Lessee under this Lease. Lessor may, but shall be under no obligation so to do, relet all or any part of the Premises for such rent and upon such terms as shall be satisfactory to Lessor (including the right to relet the Premises for a term greater or lesser than that remaining under the Lease Term, and the right to relet the Premises as part of a larger area, and the right to change the character or use made of the Premises). For the purpose of such reletting, Lessor may decorate or make any repairs, changes, alterations or additions in or to the Premises that may be necessary. If Lessor does not relet the Premises, Lessee shall pay to Lessor on demand damages equal to the amount of the rent, and other sums provided herein to be paid by Lessee for the remainder of the term. If the Premises are relet and a sufficient sum shall not be realized from such reletting after paying all of the expenses of such repairs, changes, alterations, additions, the expenses of such reletting and the collection of the rent accruing therefrom (including, but not by way of limitation, attorneys' fees and brokers commissions), to satisfy the rent and other charges herein provided to be paid for the remainder of the Term, Lessee shall pay to Lessor on demand any deficiency. Lessee agrees that Lessor may file suit to recover any sums falling due under the terms of this paragraph from time to time.

No remedy herein or otherwise conferred upon or reserved to Lessor shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereinafter existing at law or in equity or by

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statue. Every power and remedy given by this Lease to Lessor may be exercised from time to time and so often as occasion may arise or as may be deemed expedient.

No delay or omission of Lessor to exercise any right or power arising from any default hereunder shall impair any such right or power or be construed to be a waiver of any such default or any acquiescence therein. No waiver of any breach of any of the covenants of this Lease shall be construed, taken or held to be a waiver of any other breach, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant. The acceptance by Lessor of any payment of rent, additional rent, Taxes or other Charges hereunder after the termination by Lessor of this Lease or after the termination of Lessee's right to possession hereunder shall not, in the absence of an agreement in writing to the contrary by Lessor, be deemed to restore this Lease or Lessee's right to possession hereunder, as the case may be, but shall be construed as a payment on account, and not in satisfaction of damages due from Lessee to Lessor.

In the event any rent or other amount payable hereunder shall not be paid promptly when due beyond any applicable notice or cure period, Lessee shall pay to Lessor, as additional rent, an amount equal to interest on such overdue payment from the due date of such payment to the date of payment thereof at a rate equal to the lesser of (i) 18% per annum or (ii) the maximum rate permitted by law on the date hereof (the "Default Rate").

10. ILLINOIS COMMERCE COMMISSION. This Lease and all of its terms may be subject to the approval of the Illinois Commerce Commission (the "Commission") and if required, Lessee herein authorizes the Lessor to apply by petition in its name to the Commission for such order of approval in reference to this Lease as may be required by the laws of the State of Illinois. If the Commission approval is required, the submission of this Lease by Lessor to Lessee for execution or execution of this Lease by Lessor shall not be deemed to be binding upon Lessor until such time that the Commission approval is obtained.

11. ASSIGNMENT AND SUBLETTING.

A. Lessee shall not, without Lessor's prior written consent, which consent shall not be unreasonably withheld, (a) assign, transfer, mortgage, pledge, hypothecate, encumber, subject to or permit to exist or be subjected to any lien or charge, this Lease or any interest of Lessee hereunder, (b) allow to exist or occur any transfer of or lien upon this Lease or the Lessee's interest herein by operation of law, (c) sublet the Premises or any part thereof, or (d) permit the use or occupancy of the Premises or any part hereof for any purpose not provided for hereunder or by anyone other than the Lessee and Lessee's employees. Lessor hereby consents to an assignment of this Lease to an association formed for the purpose of owning the common elements of the shopping center proposed to be developed on the Property by Lessee; provided, however, that Lessee provide Lessor with notice of such assignment and such notice specifies the address of the association for billing purposes.

B. Consent by Lessor to any assignment, subletting, use or occupancy, or transfer shall not operate to relieve Lessee from any covenant or obligation hereunder except to the extent, if any, expressly provided for in such consent, or be deemed to be a

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consent to or relieve Lessee from obtaining Lessor's consent to any subsequent assignment, transfer, lien, charge, subletting, use or occupancy. Lessee shall pay all of Lessor's costs, charges and expenses, including attorneys' fees, incurred in connection with any assignment, transfer, lien, charge, subletting, use or occupancy made or requested by Lessee.

C. Lessee shall, by notice in writing, advise Lessor of its intention from, on and after a stated date (which date shall not be less than sixty (60) days after the date of Lessee's notice), to assign this Lease or sublet any part or all of the Premises for the balance of the term or any part thereof. In such event, Lessor shall have the right, to be exercised by giving written notice to Lessee within thirty (30) days after receipt of Lessee's notice, to recapture the portion of the Premises described in Lessee's notice and such recapture notice shall, if given, terminate this Lease with respect to the portion of the Premises therein described as of the date stated in Lessee's notice. Lessee's notice shall state the name and address of the proposed subtenant or assignee, and a true and complete copy of the proposed sublease or assignment and sufficient information to permit Lessor to determine the financial responsibility and character of the proposed subtenant or assignee shall be delivered to Lessor with Lessee's notice. If Lessee's notice shall cover all of the Premises, and if Lessor shall give the recapture notice, the Term of this Lease shall expire as of the date stated in Lessee's notice as if that date had been stated in this Lease for the expiration of the Term. If, however, this Lease be terminated pursuant to the foregoing provisions with respect to less than the entire Premises, then the description of the Premises shall be amended to reflect deletion of the portion of the Premises so recaptured, and the rent and rentable area of the Premises shall be equitably adjusted by Lessor or alternatively at Lessor's option, shall be adjusted on the basis of the number of rentable square feet retained by Lessee (i.e., rentable square foot area of deleted portion of the Premises divided by the original rentable area of the Premises). This Lease as so amended shall continue thereafter in full force and effect. If Lessor, upon receiving Lessee's notice with respect to any such space, shall not exercise its right to terminate, Lessor shall not unreasonably withhold its consent to Lessee's assignment of this Lease or subletting the space covered by its notice. Lessor shall not be deemed to have unreasonably withheld its consent to a sublease of part or all of the Premises or an assignment of this Lease if its consent is withheld because: (a) Lessee is then in default hereunder; (b) any notice of termination of this Lease or termination of Lessee's possession of the Premises shall have been given hereunder; (c) the portion of the Premises which Lessee proposes to sublease, including the means of ingress and egress thereto and the proposed use thereof, and the remaining portion of the Premises will violate any city, state or federal law, ordinance or regulation; (d) the proposed use of the Premises by the subtenant or assignee does not conform with the use set forth above; or (e) in the reasonable judgment of Lessor, the proposed subtenant or assignee is of a character or is engaged in a business which would be deleterious to the condition of the Premises, environmentally or otherwise, or the subtenant or assignee is not sufficiently financially responsible to perform its obligations under the proposed sublease or assignment; provided, however, that the foregoing are merely examples of reasons for which Lessor may withhold its consent and shall not be deemed exclusive of any

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permitted reasons for reasonably withholding consent, whether similar or dissimilar to the foregoing examples.

D. If Lessee, having first obtained Lessor's consent to any sublease or assignment, or if Lessee or a trustee in bankruptcy for Lessee pursuant to the United States Bankruptcy Code, shall assign this Lease or sublet the Premises, or any part thereof, at a rental or for other consideration in excess of the rent or pro rata portion thereof due and payable by Lessee under the Lease, then Lessee shall pay to Lessor as additional rent one hundred percent (100%) of any such excess rent or other monetary consideration immediately upon receipt under any such assignment or, in the case of a sublease: (i) on the first day of each month during the term of any sublease one hundred percent (100%) of the excess of all rent and other consideration due from the subtenant for such month over the rent then payable to Lessor pursuant to the provisions of this Lease for said month (or if only a portion of the Premises is being sublet, one hundred percent (100%) of the excess of all rent and other consideration due from the subtenant for such month over the portion of the rent then payable to Lessor pursuant to the provisions of this Lease for said month which is allocable on a square footage basis to the space sublet) and (ii) immediately upon receipt thereof, one hundred percent (100%) of any other consideration realized by Lessee from such subletting. It is agreed, however, that Lessor shall not be responsible for any deficiency if Lessee shall assign the Lease or sublet the Premises or any part thereof at a rental less than the rent provided for herein.

E. If Lessee shall assign this Lease as permitted herein, the assignee shall expressly assume all of the obligations of Lessee hereunder in a written instrument satisfactory to Lessor and furnished to Lessor not later than fifteen (15) days prior to the effective date of the assignment. If Lessee shall sublease the Premises as permitted herein, Lessee shall obtain and furnish to Lessor not later than fifteen (15) days prior to the effective date of such sublease and in form satisfactory to Lessor, the written agreement of such subtenant to the effect that the subtenant will attorn to the Lessor, at Lessor's option and written request, in the event this Lease terminates before the expiration of the sublease.

12. ENVIRONMENTAL LAWS.

A. Lessee, at its sole cost and expense, shall comply with all federal, state and local requirements relating to the protection of public health, safety and welfare and with all Environmental Laws (as hereinafter defined) in the use, occupancy and operation of the Premises. Except as may be permitted by Lessor's prior written consent, Lessee hereby represents and warrants that no Hazardous Substances (as hereinafter defined) shall be used, located, stored or processed on the Premises in violation of applicable laws and no Hazardous Substances will be released or discharged from the Premises (including, but not limited to, ground water contamination). Upon reasonable prior notice to Lessee, Lessor and its agents and representatives shall have access to the Premises and to the books and records of the Lessee and any occupant of the Premises claiming by, through or under the Lessee for the purposes of ascertaining the nature of the activities being conducted thereon and to determine the type, kind and quantity of all

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products, materials and substances brought onto the Premises or made or produced thereon. Lessee and all occupants of the Premises claiming by, through or under Lessee shall provide to the Lessor copies of all manifests, schedules, correspondence and other documents of all types and kinds when filed or provided to any governmental or quasi-governmental agency having jurisdiction over environmental matters ("Agency") or otherwise required to be maintained by an Agency or as such are received from any Agency. Lessor and its agents and representatives shall have the right to take samples in quantity sufficient for scientific analysis of all products, materials and substances present on the Premises including, but not limited to, samples of products, materials or substances brought into or made or produced on the Premises by the Lessee or an occupant claiming by, through or under Lessee or otherwise present on the Premises. Further notwithstanding any provision of this Lease or applicable statutes or judicial decisions to the contrary, with reference to any assignment, subletting, grant of license, concession or any other permission to use the Premises by any person other than Lessee, Lessor shall have the right to withhold Lessor's consent thereto if, in Lessor's sole judgment and discretion, the assignee, subtenant, licensee, concessionaire or such other person is not capable of performing or is not sufficiently qualified to perform in accordance with the requirements of this paragraph. Any assignment, sublease, license, or other permission to use the Premises from which Lessor withholds its consent as provided in this paragraph, shall be voidable at the Lessor's sole option. For purposes of this Section, the term "**Hazardous Substances**" shall mean and include all hazardous and toxic substances, waste or materials, any pollutant or contaminant, including, without limitation, PCB's, asbestos and raw materials that include hazardous constituents or any other similar substances or materials that are included under or regulated by any Environmental Laws or that would pose a health, safety or environmental hazard. For purposes of this Section, the term "**Environmental Laws**" shall mean and include all federal, state and local statutes, ordinances, regulations and rules, presently in force or hereunder enacted relating to environmental quality, contamination and clean-up, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 6901 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984, and the Environmental Protection Act of Illinois, 415 ILCS 5/1 et seq., as amended, and state superlien and environmental clean-up statutes and all rules and regulations presently or hereafter promulgated under said statutes as amended. Lessee agrees to hold harmless, defend and indemnify Lessor and Lessor's officers, directors, shareholders and employees from any loss, damage, cost (including reasonable attorneys' fees and litigation costs), claim or liability arising from or related to the presence of Hazardous Substances in or on the Premises or the subsurface thereof or the violation of Environmental Laws caused by Lessee or an occupant claiming by, through or under the Lessee including, without limiting the generality thereof, any cost, claim, liability or defense expended in remediation required by a governmental authority, or by reason of the release, escape, seepage, leakage, discharge or migration of any such Hazardous Substance or violation of Environmental Laws. Lessee shall immediately notify Lessor of any circumstances or occurrences that could make any representation,

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warranty or agreement set forth in this paragraph false and/or subject Lessor, Lessee, any mortgagee, or the Premises to liability under any Environmental Laws. The warranties, representations and agreements set forth in this paragraph shall survive the termination or expiration of this Lease.

B. Lessee further covenants and agrees that in the event its operation includes the discharge into the sewer system of any waste products, of any kind other than ordinary sanitary waste, it will install the equipment necessary for the pretreatment of such discharge, and will in its installation and use of such equipment conform to all federal, state and local laws, ordinances, orders, rules and regulations and to all requirements of any Agency having jurisdiction over same, and hereby agrees to hold Lessor harmless from and hereby indemnifies Lessor against any and all loss, claims, damages or expense arising from or occasioned by such installation, discharge or operation, it being agreed that Lessee will protect from damage the sewer system and all piping leading thereto.

13. EMBANKMENT PROTECTION. Lessee shall not do anything that would directly or indirectly, effect, change, impair or damage Lessor's adjacent embankment and shall secure Lessor's prior written approval for any construction or earthwork involving said embankment. Lessor reserves for itself, its successors and assigns the right to enter upon the Premises for the purpose of construction, maintenance and repair of said embankment. Should Lessee, in Lessor's sole opinion, fail to preserve and safeguard said embankment as aforesaid, any costs incurred by Lessor in connection with work necessary to preserve and guard said embankment shall be at the sole expense of Lessee.

14. FENCE. Lessee shall, within thirty (30) days from commencing construction of the landscape improvements on the Premises, but in no event greater than 18 months from commencement of this Lease, install, and thereafter maintain for the Term of this Lease a six (6) foot high chain-link fence, as per specifications noted on Exhibit C, attached hereto and made a part hereof, along the track side border of the Premises as shown on Exhibit B. The construction and maintenance of the fence shall be at Lessee's sole expense and shall be subject to the approval of Lessor. If Lessee shall fail to erect said fence acceptable to Lessor within said time provided for in this paragraph or shall fail to maintain same in a condition satisfactory to Lessor, Lessor may, at its sole option, install the fence or perform such maintenance that it deems necessary at Lessee's expense, which expense shall be paid promptly by Lessee upon receipt of an invoice from Lessor, or Lessor may terminate this Lease upon notice to Lessee. Upon termination of this Lease, Lessee agrees to leave the aforesaid fence in place and to issue the Lessor a bill of sale for said fence free from all liens.

[SIGNATURE PAGE FOLLOWS]

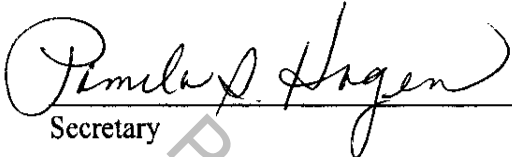
UNOFFICIAL COPY

LEASE NO.


IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

ATTEST:

LESSOR:


Secretary

THE BELTWAY COMPANY OF CHICAGO, an Illinois corporation

By: 
Name: Timothy E. Coffey
Its: General Counsel

ATTEST:

APPROVED:

By: _____

Director of Government and Legal Affairs

APPROVED:

APPROVED:

Manager Property & Facility Administration

General Counsel

APPROVED:

APPROVED:

Controller

Chief Engineer

APPROVED:

APPROVED:

General Superintendent

Director Risk Management & Planning

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LEASE NO.

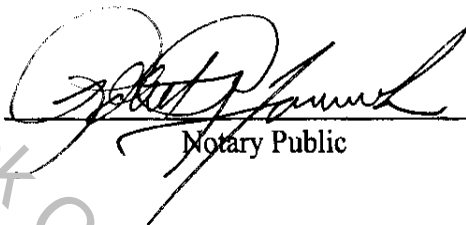
LESSEE:

W2005 CMK REALTY, L.L.C.,
a Delaware limited liability company

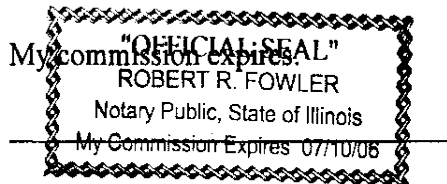
By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 22nd day of September, 2005, by ~~Matthew~~ the GENERAL COUNSEL of The Belt Railway Company of Chicago, an Illinois corporation.



Notary Public



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this ____ day of September, 2005, by _____ the _____ of W2005 CMK Realty, L.L.C., a Delaware limited liability company.

Notary Public

My commission expires:

UNOFFICIAL COPY

LEASE NO.

LESSEE:

W2005 CMK REALTY, L.L.C.,
a Delaware limited liability company

By: [Signature]
Name: _____
Title: Curt Bailey
Assistant Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this ____ day of September, 2005, by _____ the _____ of The Belt Railway Company of Chicago, an Illinois corporation

Notary Public

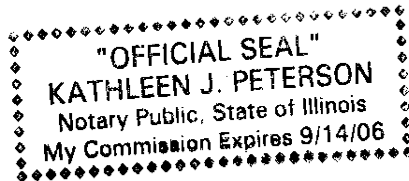
My commission expires:

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 27th day of September, 2005, by Curt Bailey the Assistant Vice President of W2005 CMK Realty, L.L.C., a Delaware limited liability company.

[Signature: Kathleen J. Peterson]
Notary Public

My commission expires:
9/14/06



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LEASE NO.

EXHIBIT A

BELT PROPERTY

(See Attached)

Property of Cook County Clerk's Office



UNOFFICIAL COPY**PARCEL No. 73**

Being that part of the Chicago and Western Indiana Railroad Company's Lots A, B, and C, being a Subdivision of a part of Section 33,

Township 38 North, Range 14 East of the Third Principal Meridian recorded as Document No. 2941469, March 29, 1900, in the Office of Recorder of Deeds, Cook County, Illinois, lying Southeasterly of Vincennes Avenue Southerly of West 83rd Street and Westerly of South Stewart Avenue and South Holland Road lying within the following described boundary lines: Beginning at a point in the Southerly line of Vincennes Avenue as now located 310.52 feet Northeasterly of the North line of West 84th Street; thence Southerly on a straight line through a point in the Northwesterly line of Lot 7 Block 2 in South Englewood a Subdivision in the SE. $\frac{1}{4}$ of Section 33, Township 38 North, Range 14 East of the Third Principal Meridian, 8 feet Southwesterly from the Northwest corner of said Lot 7 a distance of 196.4 feet to a point of curve; thence Southeasterly on a curved line convex to the Southwest having a radius of 1,910.08 feet through a point in the North line of Lot 10 Block 4 of South Englewood Subdivision of that part of the SW. $\frac{1}{4}$ of Section 33, Township 38 North, Range 14 East of the Third Principal Meridian, that lies South and East of Vincennes Road and West and Southwest of Holland Settlement Road 52.5 feet West of the Northeast corner of said Lot 10; Continuing on said curve through a point in the North line of Lot 4 of said Block 4, 53.6 feet West of the Northeast corner thereof a total arc distance of 918.16 feet to a point of tangent; thence Southeasterly on a straight line through a point in the East line of Lot 1 Block 20 in said South Englewood Subdivision in the SW. $\frac{1}{4}$ of Section 33, Township 38 North, Range 14 East of the Third Principal Meridian 64 feet South of the Northeast corner of said Lot 1; thence continuing along said straight line to a point in the Westerly line of South Holland Road 112.32 feet Northeasterly of the North line of West 87th Street as measured along the Westerly line of South Holland Road; thence Northeasterly along the Westerly line of South Holland Road 297 feet to a point; thence Northwesterly along the Westerly line of South Holland Road 1,200 feet more or less to a point in the West line of South Stewart Avenue; thence North along the West line of South Stewart Avenue to a point 1,249.59 feet South of the East and West center line of Section 33, Township 38 North, Range 14 East of the Third Principal Meridian, which is the Southerly point of land conveyed by Warranty Deed dated October 1, 1946 recorded as Document No. 13908217 in the Office of Recorder of Deeds, Cook County, Illinois; thence 360.85 feet Northwesterly to a point 263 feet West of the North and South center line of Section 33 and 630.59 feet South of the East and West center line of said Section 33; thence Northwesterly on a straight line at an angle of $20^{\circ} 34' 26''$ as measured from North to West a distance of 75.95 feet; thence Northwesterly on a curved line convex to the Southwest having a radius of 638.784 feet an arc distance of 338.19 feet more or less to a point which is 821.24 feet West of said North and South center line and 226.63 feet South of said East and West center line; thence Northeasterly in a straight line a distance of 167.9 feet to a point which is 293.54 feet West of said North and South center line and 71.18 feet South of said East and West center line; thence Northeasterly at an angle of $60^{\circ} 04' 09''$ as measured from North to East to the extension of last described course a distance of 74.64 feet to a point which is 272.75 feet West of said North and South center line and 0.51 feet North of said East and West center line; thence continuing Northeasterly on a curved line convex to the Southeast having a radius of 694.08 feet an arc distance of 60.84 feet more or less to a point which is 258.38 feet West of said North and South center line and 59.61 feet North of said East and West center line; thence Northeasterly in a straight line 20.6 feet, more or less, to a point in the South line of West 83rd Street which point is 253.01 feet West of the West line of South Stewart Avenue as measured along the South line of West 83rd Street and which is the Northwest corner of land conveyed by Warranty Deed dated October 1, 1959 recorded as Document No. 17676207 in the Office of Recorder of Deeds, Cook County, Illinois; thence Northwesterly along the Southerly line of West 83rd Street 233.57 feet to the original Easterly line of Vincennes Avenue; thence Westerly 30.11 feet to a point 25 feet Westerly of the original Easterly line of Vincennes Avenue as measured at a right angle; thence Southwesterly along a line 25 feet Northwesterly of and parallel to the original Easterly line of Vincennes Avenue to the point of beginning;

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(Except the following described land: Beginning at a point 25 feet Northwesternerly of and parallel to the Southeasterly line of Vincennes Avenue 391.27 feet Northeasterly from the North line of West 84th Street extended West as measured along said line 25 feet Northwest from and parallel to the Southeasterly line of Vincennes Avenue; thence Southerly making an angle of $43^{\circ} 54' 29''$ with said Southeasterly line of Vincennes Avenue 202.74 feet to a point of curve convex Westerly having a radius of 1,854.08 feet; thence Southerly along said curve which intersects the South line of West 84th Street 11.14 feet East of the Northwest corner of Lot 1 in said Block 4 and also intersects the East line of said Block 4 at a point 45 feet North of the Southeast corner of Lot 3 said Block 4, a distance of 869.32 feet to a point of tangent; thence Southeasterly along said tangent 599.97 feet to a point of deflection; thence deflecting to the left to an extension of last described course $0^{\circ} 29' 53''$ and running Southeasterly 200 feet to a point of deflection; thence deflecting right to an extension of last described course $0^{\circ} 42' 26''$ and running Southeasterly 427.23 feet to a point of deflection; thence deflecting left to an extension of last described course $168^{\circ} 09' 02''$ and running Northwesternerly making an angle of and to an extension of last described course $11^{\circ} 50' 58''$ with last described line 330 feet to point of deflection; thence deflecting right to an extension of last described course $24^{\circ} 49' 59''$ and running Northerly 62.81 feet to point of curve convex Easterly having a radius of 1,910.08 feet; thence Northerly along said curve 410.6 feet to point of deflection; thence from a tangent at this point of deflection left to an extension of last described course $7^{\circ} 18' 08''$ and running Northerly 289.61 feet to point of deflection; thence deflecting right to an extension of last described course $7^{\circ} 33' 16''$ and running Northerly 107 feet to point of deflection; thence deflecting left to an extension of last described course $8^{\circ} 07' 25''$ and running Northerly 1,395.39 feet to a point in a line 25 feet Northwesternerly from and parallel to the Southeasterly line of Vincennes Avenue; thence Southwesterly along said line 25 feet Northwesternerly from and parallel to the Southeasterly line of Vincennes Avenue 583.52 feet to the point of beginning) also;

(Except property conveyed by Warranty Deed dated March 1, 1946 recorded as Document No. 187,0925 in the Office of Recorder of Deeds, Cook County, Illinois being that part of Lot B in Chicago and Western Indiana Railroad Company's Subdivision of a part of Section 33, Township 38 North, Range 14 East of the Third Principal Meridian, recorded March 29, 1900 as Document No. 2941409 in the Office of Recorder of Deeds,

Cook County, Illinois, commencing at the intersection of the original Southeasterly line of Vincennes Avenue with the present Southerly line of West 83rd Street as now open between Vincennes Avenue and South Stewart Avenue; thence Southeasterly from said point of intersection along said Southerly line of West 83rd Street a distance of 181.58 feet to a point, thence Southwesterly on a line making an angle of $106^{\circ} 31' 36''$ to the Southeast with said Southerly line of West 83rd Street a distance of 437.78 feet to a point; thence Northwesternerly on a line making an angle of $32^{\circ} 37' 04''$ with last described course a distance of 421.78 feet, more or less, to a point on said original Southeasterly line of Vincennes Avenue; thence Northeasterly along said original Southeasterly line of Vincennes Avenue a distance of 144.36 feet to the place of beginning) also;

(Except that part of Vincennes Avenue vacated by Ordinance July 13, 1908, and appearing on Page 1202 of the Council Proceedings of the City of Chicago, described as follows: Commencing at the intersection of the original Southeasterly line of Vincennes Avenue with the present Southerly line of West 83rd Street as now open between Vincennes Avenue and South Stewart Avenue; thence Westerly on a line parallel with the East and West center line of said Section 33 a distance of 30.11 feet; thence Southwesterly on a line which is 25 feet Northwesternerly of and parallel with the said original Southeasterly line of Vincennes Avenue a distance of 109.6 feet; thence Southeasterly a distance of 30.8 feet to a point on the original Southeasterly line of Vincennes Avenue; thence Northeasterly along the original Southeasterly line of Vincennes Avenue 144.36 feet to the point of beginning), also;

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Less and excluding the following described property, to the extent its contained in the foregoing:

Parcel 1: AN IRREGULAR PARCEL OF LAND IN THE SOUTHWEST QUARTER AND IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING PART OF LOTS 1 TO 4 AND PART OF LOTS 14 TO 17 IN SEYMOUR ESTATE SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF LOT C IN CHICAGO AND WESTERN INDIANA RAILROAD COMPANY'S SUBDIVISION OF PART OF SECTION 33, AFORESAID DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 33, AFORESAID, 1249.59 FEET SOUTH OF THE NORTHWEST CORNER THEREOF, SAID POINT BEING ON THE SOUTHERLY TERMINUS OF SOUTH STEWART AVENUE AS SHOWN IN DOCUMENT NUMBER 19624147; THENCE SOUTH $89^{\circ} 59' 22''$ EAST ALONG A LINE PERPENDICULAR TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 46.00 FEET; THENCE NORTH $0^{\circ} 00' 38''$ EAST ALONG A LINE PARALLEL TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 33, AFORESAID, A DISTANCE OF 100.00 FEET; THENCE NORTH $89^{\circ} 59' 22''$ WEST, 13.00 FEET TO A POINT ON A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 33 AFORESAID; THENCE NORTH $0^{\circ} 00' 38''$ EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 1116.60 FEET TO A POINT ON A LINE 33 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 33 AFORESAID; THENCE NORTH $89^{\circ} 58' 06''$ EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 1290.02 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33 AFORESAID; THENCE SOUTH ALONG SAID EAST LINE, A DISTANCE OF 969.78 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33 AFORESAID; THENCE SOUTH $89^{\circ} 44' 06''$ WEST, 32.68 FEET ALONG SAID NORTH LINE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CIRCLE OF 353.77 FEET RADIUS, CONVEX SOUTHEASTERLY AND WHOSE CHORD BEARS SOUTH $32^{\circ} 07' 57''$ WEST TO A POINT WHICH IS 60.26 FEET NORTH OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION AND 205.46 FEET WEST OF THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE SOUTH $55^{\circ} 06' 42''$ WEST TO A POINT WHICH IS 7.20 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION AND 303.04 FEET WEST OF THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE SOUTH $62^{\circ} 15' 42''$ WEST ALONG A LINE FORMING AN ANGLE OF $7^{\circ} 09'$ AS MEASURED FROM SOUTH TO WEST WITH THE EXTENSION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 314.97 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY 92.365 FEET ALONG THE ARC OF A CIRCLE OF 273.04 FEET RADIUS, CONVEX NORTHWESTERLY, TANGENT TO THE LAST DESCRIBED COURSE AND WHOSE CHORD BEARS SOUTH $52^{\circ} 34' 17''$ WEST; THENCE ALONG THE FOLLOWING

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COURSES BEING THE EASTERLY LINE OF THE TRACT OF LAND DESCRIBED IN LEASE AGREEMENT DOCUMENT NUMBER 19597865; SOUTHWESTERLY 176.104 FEET ALONG THE ARC OF A CIRCLE OF 273.04 FEET RADIUS, CONVEX WESTERLY AND WHOSE CHORD BEARS SOUTH 24° 24' 08" WEST; THENCE SOUTH 5° 55' 30" WEST, 195.434 FEET, ALONG A LINE TANGENT TO SAID ARC, TO A LINE DRAWN 746.50 FEET (MEASURED PERPENDICULARLY) WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE SOUTH ALONG SAID PARALLEL LINE 85.912 FEET; THENCE SOUTHWESTERLY 94.444 FEET ALONG A LINE DRAWN 10.00 FEET SOUTHEASTERLY OF AND CONCENTRIC WITH THE CENTER LINE OF A RAILROAD TRACT AS NOW CONSTRUCTED AND OCCUPIED; SAID CONCENTRIC LINE BEING THE ARC OF A CIRCLE OF 396.37 FEET RADIUS, CONVEX SOUTHEASTERLY AND WHOSE CHORD BEARS SOUTH 26° 34' 54.5" WEST TO A POINT OF REVERSE CURVE; THENCE CONTINUING SOUTHWESTERLY 142.38 FEET ALONG SAID REVERSE CURVE, BEING A LINE DRAWN 10.00 FEET SOUTHEASTERLY OF AND CONCENTRIC WITH THE CENTER LINE OF SAID RAILROAD TRACK AND AN ARC OF A CIRCLE OF 314.94 FEET RADIUS, CONVEX NORTHWESTERLY AND WHOSE CHORD BEARS SOUTH 20° 27' 23" WEST TO A POINT ON A LINE 838.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, AFORESAID; THENCE NORTH 73.667 FEET ALONG SAID PARALLEL LINE TO A POINT ON SAID LINE 787.24 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33 AFORESAID (AS MEASURED ALONG SAID PARALLEL LINE); THENCE SOUTHERLY 231.77 FEET ALONG THE ARC OF A CIRCLE 347.77 FEET RADIUS, CONVEX WESTERLY AND WHOSE CHORD BEARS SOUTH 0° 44' 46" EAST; THENCE SOUTH 19° 50' 18" EAST, 121.82 FEET; THENCE SOUTH 4° 32' 48" EAST ALONG A LINE FORMING AN ANGLE OF 15° 17' 30" AS MEASURED FROM EAST TO SOUTH WITH THE EXTENSION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 17.0 FEET, MORE OR LESS, TO A POINT WHICH IS 194.82 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 89° 20' 48" WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION, 2.79 FEET; THENCE SOUTH 7° 56' 32" EAST, 113.40 FEET; THENCE SOUTH 89° 55' 42" WEST, 79.52 FEET; THENCE NORTH 40° 28' 12" WEST, 44.538 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SOUTH HOLLAND ROAD AS SHOWN IN DOCUMENT NUMBER 19624147 AFORESAID; THENCE NORTH 22° 43' 48" EAST ALONG SAID SOUTHEASTERLY LINE, 23.563 FEET; THENCE SOUTH 67° 16' 12" EAST, 17.0 FEET; THENCE NORTH 22° 43' 48" EAST, 90.00 FEET; THENCE NORTH 67° 16' 12" WEST ALONG THE NORTHERLY TERMINUS OF SOUTH HOLLAND ROAD AFORESAID 100.00 FEET; THENCE SOUTH 22° 43' 48" WEST, 71.638 FEET; THENCE NORTH 40° 28' 12" WEST, 72.474 FEET; THENCE NORTH 26° 05' 42" WEST, 3.34 FEET; THENCE NORTHWESTERLY 220.88 FEET ALONG THE ARC OF A CIRCLE OF 1432.69 FEET RADIUS, CONVEX TO THE SOUTHWEST AND WHOSE CHORD BEARS NORTH 21° 40' 42" WEST; THENCE NORTH 19° 27' 42" WEST, 333.80 FEET; THENCE NORTHWESTERLY 104.74 FEET ALONG THE ARC OF A CIRCLE OF 342.26 FEET RADIUS, CONVEX TO THE

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SOUTHWEST, TANGENT TO THE LAST DESCRIBED COURSE AND WHOSE CHORD BEARS NORTH 10° 41' 42" WEST; THENCE NORTH 1° 55' 42" WEST, 56.68 FEET; THENCE NORTHWESTERLY 78.80 FEET ALONG THE ARC OF A CIRCLE OF 376.26 FEET RADIUS, CONVEX TO THE NORTHEAST TANGENT TO THE LAST DESCRIBED COURSE AND WHOSE CHORD BEARS NORTH 7° 55' 42" WEST; THENCE NORTH 13° 55' 42" WEST, 39.90 FEET; THENCE NORTHWESTERLY 51.04 FEET ALONG THE ARC OF A CIRCLE OF 1163.28 FEET RADIUS CONVEX TO THE NORTHEAST AND TANGENT TO THE LAST DESCRIBED COURSE TO THE POINT OF INTERSECTION WITH THE SOUTHWESTERLY LINE OF VACATED SOUTH HOLLAND ROAD AS SHOWN IN DOCUMENT 19624148; THENCE NORTH 22° 06' 16" WEST ALONG SAID SOUTHWESTERLY LINE OF VACATED SOUTH HOLLAND ROAD TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 89° 39' 26" WEST ALONG SAID NORTH LINE TO A POINT ON A LINE 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE NORTH 0° 00' 38" EAST ALONG THE LAST DESCRIBED PARALLEL LINE TO A POINT ON A LINE DRAWN PERPENDICULAR TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION THROUGH THE PLACE OF BEGINNING; THENCE SOUTH 89° 59' 22" EAST ALONG SAID PERPENDICULAR LINE, BEING ALSO THE SOUTHERLY TERMINUS OF SOUTH STEWART AVENUE AFOREMENTIONED, TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM THAT PART, IF ANY FALLING IN THE WEST 33 FEET OF LOT 17 IN SEYMOURS SUBDIVISION CONVEYED TO THE CITY OF CHICAGO BY DOCUMENT 25965445.

PINs: 20-33-305-025
 20-33-305-031
 20-33-305-032
 20-33-400-001
 20-33-400-002
 20-33-400-004
 20-33-400-005
 20-33-400-006
 20-33-405-001
 20-33-405-002
 20-33-405-004
 20-33-405-006
 20-33-405-007
 20-33-405-009

Commonly known as:

An irregularly shaped parcel of approximately 50 acres, situated generally at the Southeast corner of 83rd Street and Stewart Avenue, in Chicago, Illinois

Parcel 2: An irregular parcel of land in the Southwest Quarter and in the Southeast Quarter of Section 33, Township 38 North, Range 14, East of the Third Principal Meridian, being part of Lot C in Chicago and Western Indiana Railroad Company's Subdivision of part of Section 33

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aforesaid and a part of the Northeast Quarter of Section 4, Township 37 North, Range 14, East of the Third Principal Meridian, described as follows: beginning at the Southwest corner of Lot 2 in 87th-Dan Ryan Home Depot Subdivision of part of the West Half of the Northeast Quarter of Section 4, Township 37 North, Range 14, East of the Third Principal Meridian, and part of the West Half of the Southeast Quarter of Section 33, Township 38 North, Range 14, East of the Third Principal Meridian; Thence North 10' 39' 07" West along with the West line of Lot 2 for a distance of 219.63 feet to a bend in said West line; Thence North 22' 06' 22" West along said West line 202.0 feet to another bend therein; Thence North 00' 04' 50" West along said West line 110.38 feet to a corner of said Lot 2; Thence North 00' 00' 02" West 73.66 feet; Thence Southerly 231.77 feet along an arc of a circle convex Westerly with a radius of 347.77 feet and whose chord bears South 00' 44' 54" East a distance of 227.50 feet; Thence South 19' 50' 21" East 121.82 feet; Thence South 04' 32' 51" East 17.0 feet; Thence South 89' 20' 48" West 2.79 feet; Thence South 07' 56' 32" East 113.40 feet; Thence South 89' 55' 42" West 79.52 feet; Thence South 37' 25' 41" East 146.33 feet to the South line of Lot 2 extended West being on the North line of 87th Street, thence North 89' 20' 48" East along said extension 48.72 feet to the point of beginning.

Property of Cook County Clerk's Office

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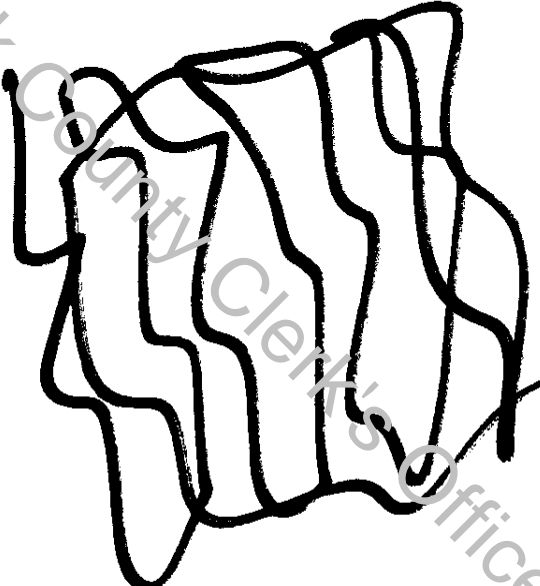
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EXHIBIT B

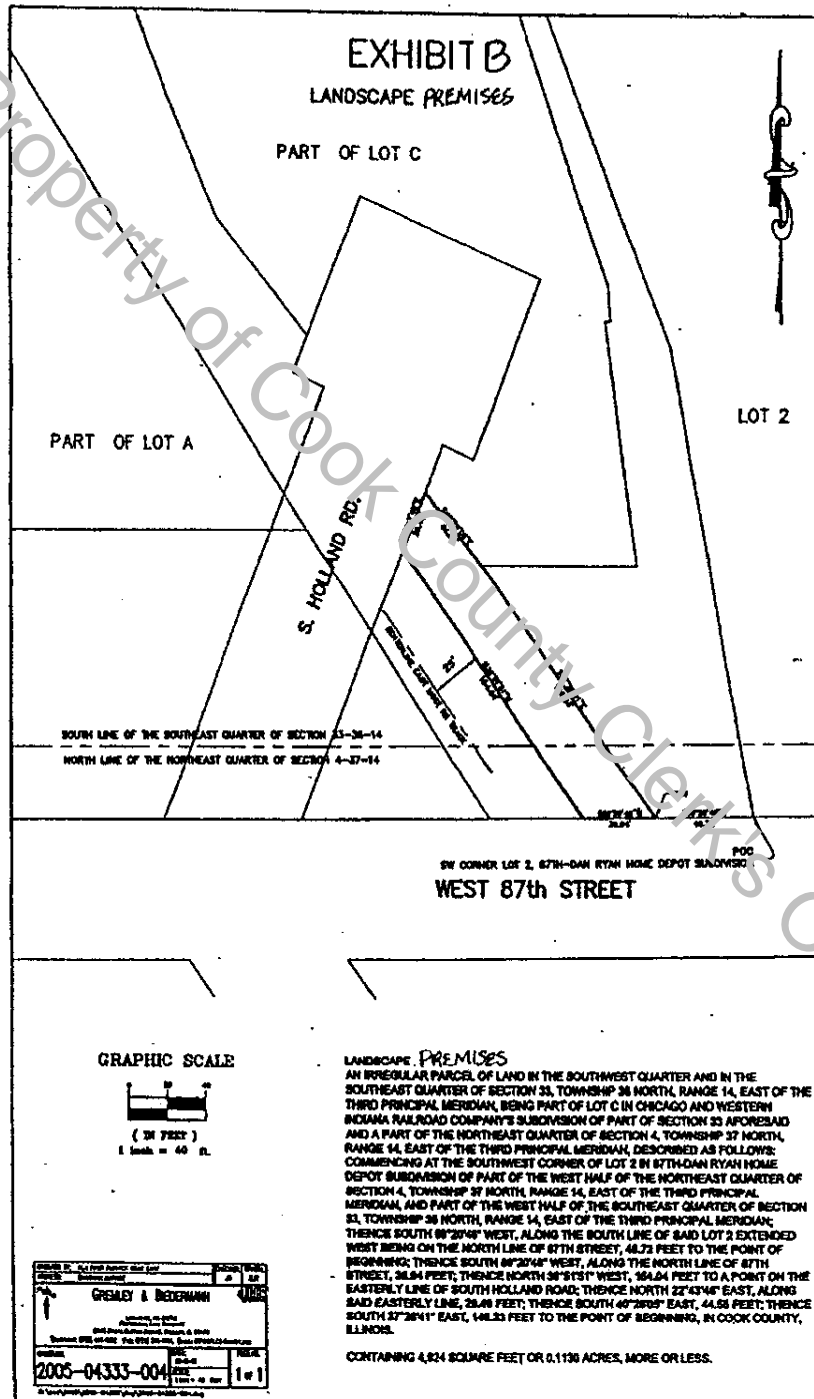
PREMISES

(See Attached)

Property of Cook County Clerk's Office



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Property of Cook County Clerk's Office

American
Order # _____

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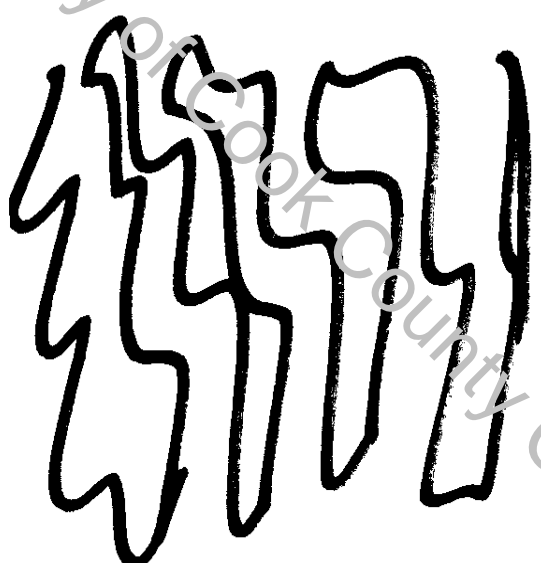
LEASE NO.

EXHIBIT C

FENCE REQUIREMENTS

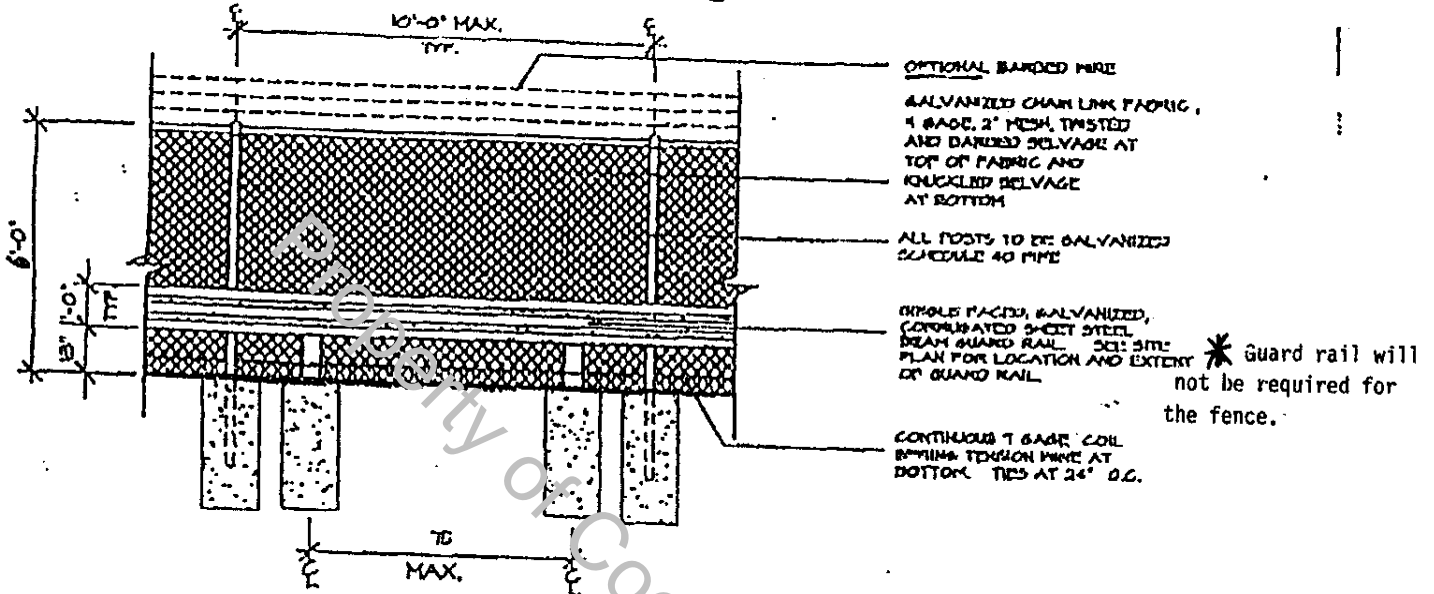
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Property of Cook County Clerk's Office

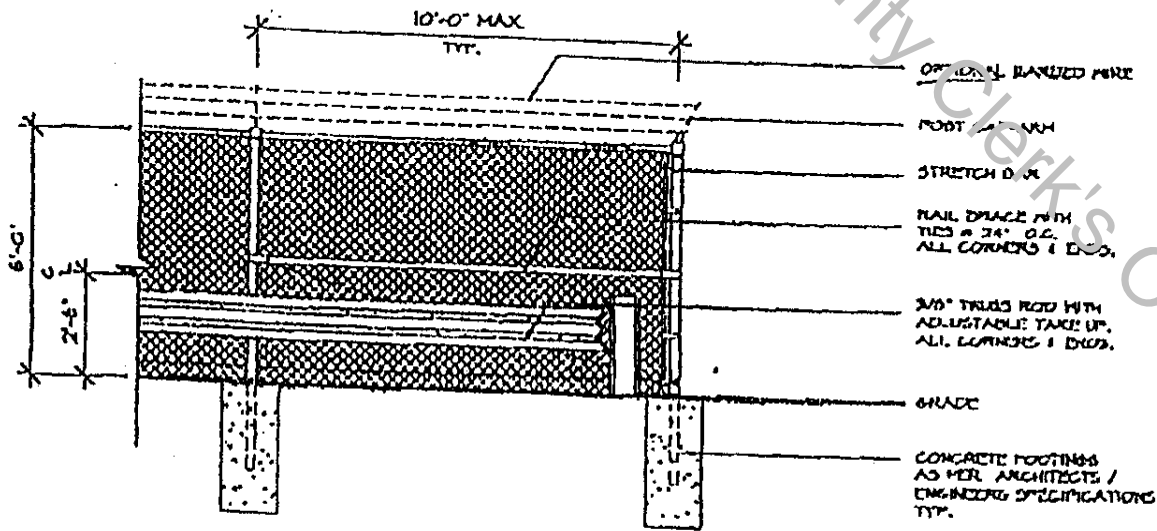


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EXHIBIT C



a Typical Elevations
SCALE: 1/4" = 1'-0"



a Typical Corner / End Condition
SCALE: 1/4" = 1'-0"

HIGH SECURITY FENCE