



Doc#: 0633916085 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/05/2006 04:08 PM Pg: 1 of 16

NCS 212471 CAG
DEC 10F1

Property of Cook County Recorder's Office

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS AGREEMENT is made as of this 30th day of November, 2006, by and between HAWK OPERATIONS LLC, a Delaware limited liability company ("Assignor") and CENTRAL GROCERS, INC., an Illinois corporation ("Assignee").

RECITALS

A. American National Bank and Trust Company, not personally, but as Trustee under Trust Agreement dated September 28, 1987 and known as Trust No. 103624-08, First National Realty & Development Co., Inc. as beneficiary, by that certain Indenture of Lease dated October 1, 1987 (as amended or assigned from time-to-time, the "Lease"), leased Prairie Super Stores, Inc. certain property located in Hanover Park, Illinois, more particularly described in the Lease and on Exhibit A attached hereto and made a part hereof (the "Premises").

B. Pursuant to that certain Assignment and Assumption of Lease dated as of January 22, 2006, Supervalu Holdings, Inc., as successor-in-interest to Prairie Super Stores, Inc., assigned to Assignor all of its right, title and interest in the Lease to Assignor.

C. Assignor and Assignee are parties to that certain Agreement of Purchase and Sale dated September 15, 2006 (as amended from time to time, the "Agreement"), pursuant to which, among other things, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest as tenant under the Lease to Assignee.

D. Assignor desires to assign all of its right, title and interest as tenant under the Lease to Assignee and Assignee is willing to accept the assignment and assume all of the obligations of tenant under the Lease first accruing and relating to the period from and after the Effective Date (as hereinafter defined) under the terms set forth herein for the benefit of Assignor and, as hereinafter stated, SUPERVALU INC. ("Supervalu").

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E. Supervalu's consent to this assignment is required pursuant to that certain Asset Purchase Agreement by and between Hawk Acquisition LLC (an affiliate of Assignor) and Supervalu dated as of January 22, 2006.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Assignment.

Assignor shall and does hereby transfer and assign to Assignee, without reservation, all of Assignor's right, title and interest in and under the Lease, effective as of the Effective Date specified below, including without limitation, the security deposit under the Lease, if any, but only to the extent that the same has not been applied by the landlord in accordance with the terms of the Lease, and any other documents relating to or given in connection with or pursuant to the Lease. Assignor hereby indemnifies and agrees to defend, hold harmless and protect Assignee and its managers, members, partners, trustees, beneficiaries, shareholders, directors, officers, consultants, employees, advisors and other agents and their respective direct or indirect managers, members, partners, trustees, beneficiaries, shareholders, directors, officers, consultants, employees, advisors and other agents, and all of their respective successors and assigns (the "Assignee Indemnified Parties") from and against any and all loss, costs, expenses (including reasonable attorneys' fees), obligations, liabilities, claims (including any claim for damage to property or injury to or death of any persons), liens, or encumbrances, but not consequential damages or lost profits, arising out of or resulting from any breach or default or failure to perform obligations under the terms of the Lease arising and relating to the period of time prior to the Effective Date. The party claiming indemnification (the "Indemnitee") shall notify the other party (the "Indemnitor") of any such claim for indemnification within twenty (20) days after the Indemnitee receives notice of the basis for such claim, but failure to notify the Indemnitor shall in no case limit the obligations of the Indemnitor hereunder except to the extent Indemnitor shall be prejudiced by such failure. Should Indemnitor fail to discharge or undertake to defend against such claim upon learning of the same, then the Indemnitee may litigate or settle such liability or submit such liability to arbitration or other alternative dispute resolution in its reasonable discretion and Indemnitor's liability shall include, but not be limited to, the amount of such settlement. Notwithstanding anything contained herein, in the event of the concurrent negligence of Assignor, its agents, employees, sublessees, invitees, licensees or contractors on the one hand, and that of the Assignee Indemnified Parties on the other hand, which concurrent negligence results in injury or damage to third party persons or third party property and relates to the construction, alteration, repair, addition to, subtraction from, improvement to or maintenance of the Premises, Assignor's obligation to indemnify the Assignee Indemnified Parties as set forth herein shall be limited to the extent of Assignor's negligence, and that of its agents, employees, sublessees, invitees, licensees or contractors, including Assignor's proportional share of costs, and attorneys' fees and expenses incurred in connection with any claim, action or proceeding brought with respect to such injury or damage.

2. Assumption.

Assignee accepts the foregoing assignment and assumes each and every obligation as tenant under the Lease first accruing on or after and relating to the period of time on or after

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November 30, 2006 (the "Effective Date") or for which it received a proration credit. Assignee hereby indemnifies and agrees to defend, hold harmless and protect Assignor, Supervalu, Supervalu's subsidiaries and affiliates and their respective managers, members, partners, trustees, beneficiaries, shareholders, directors, officers, consultants, employees, advisors and other agents and their respective direct or indirect managers, members, partners, trustees, beneficiaries, shareholders, directors, officers, consultants, employees, advisors and other agents, and all of their respective successors and assigns ("Assignor Indemnified Parties") from and against any and all loss, costs, expenses (including reasonable attorneys' fees), obligations, liabilities, claims (including any claim for damage to property or injury to or death of any persons), liens, or encumbrances, but not consequential damages or lost profits, arising out of or resulting from any breach or default or failure to perform obligations under the terms of the Lease first arising and relating to the period of time on or after the Effective Date. The Indemnitee shall notify the Indemnitor of any such claim for indemnification within twenty (20) days after the Indemnitee receives notice of such claim, but failure to notify the Indemnitor shall in no case limit the obligations of the Indemnitor hereunder except to the extent Indemnitor shall be prejudiced by such failure. Should Indemnitor fail to discharge or undertake to defend against such claim upon learning of the same, then the Indemnitee may litigate or settle such liability or submit such liability to arbitration or other alternative dispute resolution in its reasonable discretion and Indemnitor's liability shall include, but not be limited to, the amount of such settlement. Notwithstanding anything contained herein, in the event of the concurrent negligence of Assignee, its agents, employees, sublessees, invitees, licensees or contractors on the one hand, and that of the Assignor Indemnified Parties on the other hand, which concurrent negligence results in injury or damage to third party persons or third party property and relates to the construction, alteration, repair, addition to, subtraction from, improvement to or maintenance of the Premises, Assignee's obligation to indemnify the Assignor Indemnified Parties as set forth herein shall be limited to the extent of Assignee's negligence, and that of its agents, employees, sublessees, invitees, licensees or contractors, including Assignee's proportional share of costs, and attorneys' fees and expenses incurred in connection with any claim, action or proceeding brought with respect to such injury or damage.

3. Notice Address for Tenant and Certificate of Insurance.

On the Effective Date, Assignee shall deliver a notice to Landlord changing the notice address for tenant under the Lease and a certificate of insurance in compliance with the insurance requirements set forth in the Lease.

4. Acceptance of the Leased Premises and Improvements.

Assignee hereby acknowledges and accepts the Premises and the existing improvements thereon "As Is" and without warranties of any kind, express or implied, except as otherwise specifically set forth in the Agreement.

5. Counterpart Execution.

This Agreement may be executed in counterparts, each of which when executed and delivered to the other party (or to the other party's legal counsel) will be deemed to be an original and all of which, taken together, will be deemed to be one and the same instrument.

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6. Successors and Assigns

This Agreement shall be binding on and inure to the benefit of Assignor, Assignee and Supervalu, and their respective successors and assigns.

IN WITNESS WHEREOF, this instrument has been signed on the date first above written.

ASSIGNEE

CENTRAL GROCERS, INC, an Illinois corporation

By *Joe Cassano*
Its president

ASSIGNOR:

HAWK OPERATIONS LLC, a Delaware limited liability company

By *Edward J. Mulina*
Its PRESIDENT & CEO

The undersigned hereby agrees to and consents to the terms and conditions of the foregoing Assignment and Assumption of Lease.

SUPERVALU INC.

By *[Signature]*
Its Vice President

This Instrument Prepared by:
Mindy W. Sherman, Esq.
Perkins Coie LLP
131 South Dearborn, Suite 1700
Chicago, Illinois 60603

And after recording return to:
Sharon Zaban Letchinger, Esq.
Schwartz Cooper Chartered
180 North LaSalle Street, Suite 2700
Chicago, Illinois 60601

Address:
7580 Barrington Road
Hanover Park, Illinois 60133

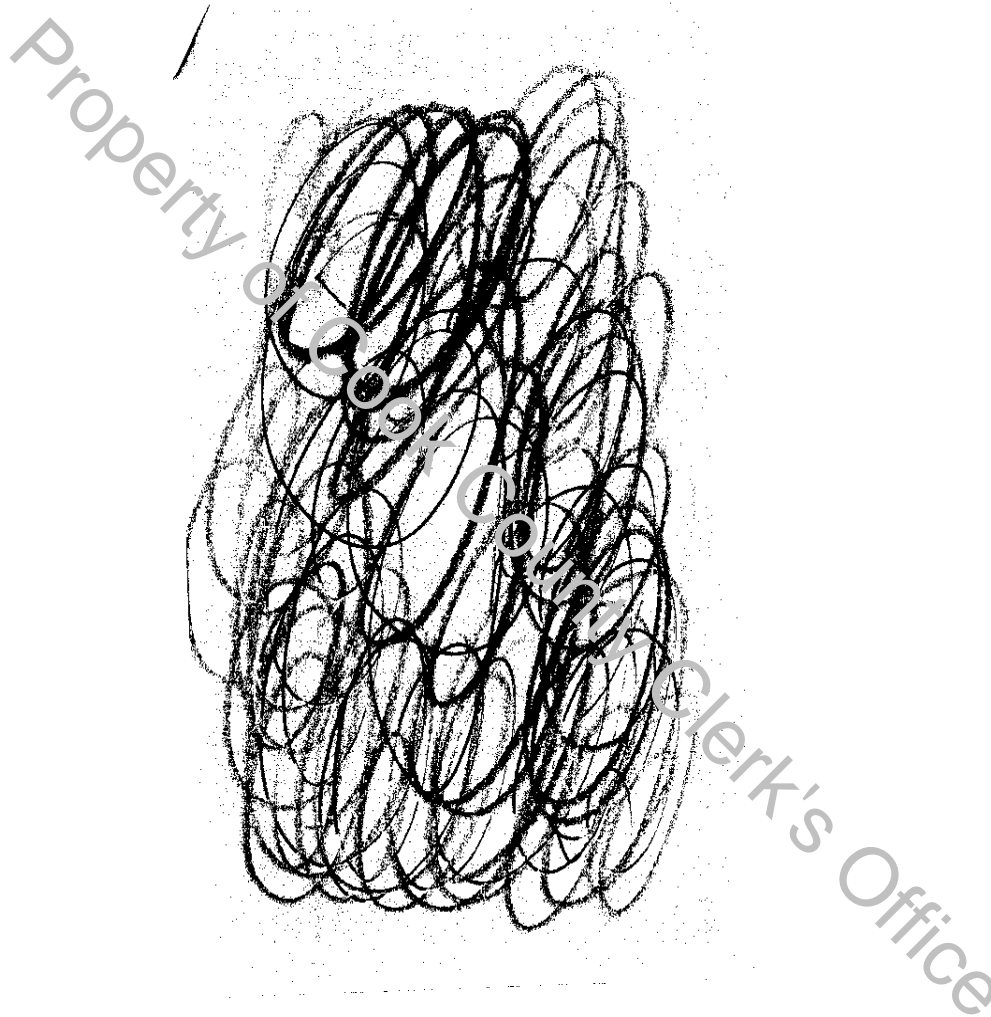
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EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

[See attached.]



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PARCEL 1:

THAT PART OF LOTS 4 AND 7 IN WESTVIEW CENTER I, AS CREATED BY PLAT OF RECORDED JULY 21, 1993 AS DOCUMENT 93567694 FOLLOWING WITHIN THE FOLLOWING:

THAT PART OF LOT A-1 IN HANOVER GARDENS SUBDIVISION AND PART OF LOTS B-1, B-10, B-11 AND B-12 IN THE RESUBDIVISION OF LOT B OF HANOVER GARDENS, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTH EAST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH EAST CORNER OF SAID LOT A-1; THENCE NORTH 0 DEGREES 12 MINUTES 28 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT A-1, A DISTANCE OF 521.45 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 32 SECONDS WEST, AT RIGHT ANGLES TO THE SAID EAST LINE, A DISTANCE OF 401.43 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 06 MINUTES 34 SECONDS EAST, A DISTANCE OF 81.12 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 26 SECONDS EAST, A DISTANCE OF 7.00 FEET; THENCE NORTH 0 DEGREES 06 MINUTES 34 SECONDS EAST, A DISTANCE OF 136.97 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 26 SECONDS WEST, A DISTANCE OF 26.33 FEET; THENCE NORTH 0 DEGREES 06 MINUTES 34 SECONDS EAST, A DISTANCE OF 141.90 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 26 SECONDS WEST, A DISTANCE OF 120.00 FEET; THENCE SOUTH 0 DEGREES 06 MINUTES 34 SECONDS WEST, A DISTANCE OF 18.00 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 26 SECONDS EAST, A DISTANCE OF 90.96 FEET; THENCE SOUTH 0 DEGREES 06 MINUTES 34 SECONDS WEST, A DISTANCE OF 58.67 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 26 SECONDS EAST, 27.01 FEET; THENCE SOUTH 0 DEGREES 06 MINUTES 34 SECONDS WEST, A DISTANCE OF 103.41 FEET; THENCE SOUTH 87 DEGREES 04 MINUTES 23 SECONDS WEST, A DISTANCE OF 52.19 FEET; THENCE SOUTH 0 DEGREES 06 MINUTES 34 SECONDS WEST, A DISTANCE OF 30.70 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 26 SECONDS EAST, A DISTANCE OF 42.67 FEET; THENCE SOUTH 0 DEGREES 06 MINUTES 34 SECONDS WEST, A DISTANCE OF 124.00 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 26 SECONDS, A DISTANCE OF 212.70 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

PARCEL 2:

COMMON AREA EASEMENTS, PARKING EASEMENTS, EASEMENTS FOR INGRESS AND EGRESS AND ANY OTHER EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE UNRECORDED LEASE DATED OCTOBER 1, 1987 MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 28, 1987 AND KNOWN AS TRUST NUMBER 103624-08, FIRST NATIONAL REALTY AND DEVELOPMENT CO., INC. AND PRAIRIE SUPER STORES, INC., MEMORANDUM OF WHICH LEASE WERE RECORDED MARCH 24, 1988 AS DOCUMENT 88122482 AND APRIL 22, 1988 AS DOCUMENT 88170385 (AS AMENDED BY DOCUMENT NO. 89364479 RECORDED AUGUST 8, 1989), AND BY THE ASSIGNMENT AND ASSUMPTION OF LEASE ASSIGNMENT DATED JUNE 22, 1989 AND RECORDED JUNE 23, 1989 AS DOCUMENT 89288336 AND RE-RECORDED AUGUST 21, 1989 AS DOCUMENT 89387215 MADE BY PRAIRIE SUPER STORES, INC. AND SUPER VALU STORES, INC.

PARCEL 3:

COMMON AREA EASEMENTS, PARKING EASEMENTS, EASEMENTS FOR INGRESS AND EGRESS AND ANY OTHER EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND CREATED BY THE DECLARATION OF EASEMENTS AND RESTRICTIONS MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 28, 1987 AND KNOWN AS TRUST NUMBER 103624-08, DATED MAY 31, 1988 AND RECORDED JUNE 16, 1988 AS DOCUMENT 88263897, FIRST AMENDMENT RECORDED OCTOBER 19, 1990 AS DOCUMENT NO. 90513523, SECOND AMENDMENT RECORDED JUNE 16, 1993 AS DOCUMENT NO. 93456413, THIRD AMENDMENT RECORDED AUGUST 11, 1997 AS DOCUMENT

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NO. 97585164, OVER AND ACROSS THE LAND DESCRIBED AS FOLLOWS, TAKEN AS ONE TRACT (EXCEPTING THEREFROM, THOSE PARTS FALLING WITHIN HEREINABOVE DESCRIBED PARCEL 1:

LOT A-1 IN HANOVER GARDENS, AFORESAID, (EXCEPTING FROM SAID LOT THAT PART LYING WEST OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT B-12 IN THE SUBDIVISION OF LOT 'B' IN SAID HANOVER GARDENS; ALSO EXCEPTING THAT PART THEREOF LYING SOUTH OF THE FOLLOWING DESCRIBED LINES: COMMENCING AT THE SOUTH EAST CORNER OF SAID LOT A-1; THENCE NORTH 247.00 FEET ALONG THE EAST LINE OF SAID LOT TO THE POINT OF BEGINNING; THENCE WEST 299.885 FEET ALONG A LINE DRAWN PERPENDICULARLY TO SAID EAST LINE, TO THE POINT OF INTERSECTION WITH THE NORTHEASTERLY EXTENSION OF THE CENTER LINE OF A 35 FOOT EASEMENT FOR INGRESS AND EGRESS PER DOCUMENT NO. 22067757, SAID NORTHEASTERLY EXTENSION BEING A LINE 17.50 FEET NORTHWESTERLY OF AND PARALLEL WITH THE NORTHEASTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF LOT A-6 IN THE AFORESAID HANOVER GARDENS; THENCE SOUTHWESTERLY, A DISTANCE OF 96.336 FEET ALONG THE NORTHEASTERLY EXTENSION OF THE CENTER LINE OF SAID EASEMENT TO THE SOUTHWESTERLY LINE OF SAID LOT A-1, BEING THE POINT OF TERMINUS OF SAID LINE); AND,

THE SOUTH 106.495 FEET (MEASURED PERPENDICULARLY TO THE SOUTH LINE THEREOF) OF THAT PART OF LOT B-1 IN THE SUBDIVISION OF LOT 'B' IN THE AFORESAID HANOVER GARDENS, LYING EAST OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT B-12 IN THE SUBDIVISION OF LOT 'B', AFORESAID; AND,

THE NORTH 28.00 FEET OF THE SOUTH 131.495 FEET (BOTH AS MEASURED PERPENDICULARLY TO THE SOUTH LINE THEREOF) OF THAT PART OF LOT B-1 LYING EAST OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT B-12, IN THE SUBDIVISION OF LOT 'B' IN HANOVER GARDENS, AFORESAID; AND,

THAT PART OF LOT A-1 IN HANOVER GARDENS, AFORESAID, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID LOT A-1 WITH THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT B-12 IN THE SUBDIVISION OF LOT 'B' IN HANOVER GARDENS, AFORESAID; THENCE SOUTH 89 DEGREES, 06 MINUTES, 49 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT A-1, A DISTANCE OF 53.075 FEET; THENCE SOUTH 17 DEGREES, 41 MINUTES, 39 SECONDS WEST, A DISTANCE OF 284.636 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT A-1, SAID POINT ALSO BEING ON THE NORTHEASTERLY LINE OF LOT A-7 IN HANOVER GARDENS, AFORESAID, AND DISTANT 87.28 FEET (AS MEASURED ALONG SAID NORTHEASTERLY LINE) FROM THE NORTH WEST CORNER OF SAID LOT A-7; THENCE SOUTH 61 DEGREES, 05 MINUTES, 22 SECONDS EAST, ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 173.21 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT B-12 INTERSECTION, AFORESAID; THENCE NORTH 01 DEGREES, 56 MINUTES, 21 SECONDS WEST ALONG SAID SOUTHERLY EXTENSION, A DISTANCE OF 355.934 FEET TO THE POINT OF BEGINNING; AND,

THAT PART OF LOTS A-1 IN HANOVER GARDENS AND B-1 IN THE SUBDIVISION OF LOT 'B' IN HANOVER GARDENS, AFORESAID, TAKEN AS ONE TRACT, LYING WEST OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT B-12 IN SAID SUBDIVISION OF LOT 'B' IN HANOVER GARDENS, AND LYING SOUTH OF THE NORTH LINE AND ITS WESTERLY EXTENSION OF SAID LOT A-1 IN HANOVER GARDENS, AFORESAID (EXCEPTING THEREFROM, THE FOLLOWING DESCRIBED PARCEL: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID LOT A-1, WITH THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT B-12 IN THE SUBDIVISION OF LOT 'B' IN HANOVER GARDENS, AFORESAID; THENCE SOUTH 89 DEGREES, 06 MINUTES, 49 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT A-1, A DISTANCE OF 53.075 FEET; THENCE SOUTH 17 DEGREES, 41 MINUTES, 39 SECONDS WEST, A DISTANCE OF 284.636 FEET TO THE POINT ON THE SOUTHWESTERLY LINE OF SAID LOT A-1, SAID POINT ALSO BEING ON THE NORTHEASTERLY LINE OF LOT A-7 IN HANOVER GARDENS, AFORESAID,

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AND A DISTANCE OF 87.28 FEET (AS MEASURED ALONG SAID NORTHEASTERLY LINE) OF THE NORTH WEST CORNER OF SAID LOT A-7; THENCE SOUTH 61 DEGREES, 05 MINUTES, 22 SECONDS EAST ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 173.21 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT B-12, AFORESAID; THENCE NORTH 01 DEGREES, 56 MINUTES, 21 SECONDS EAST ALONG SAID SOUTHERLY EXTENSION, A DISTANCE OF 355.934 FEET TO THE POINT OF BEGINNING; AND,

LOT A-3 IN HANOVER GARDENS, AFORESAID, (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EAST CORNER OF SAID LOT; THENCE NORTHWESTERLY ALONG THE NORTH LINE OF SAID LOT, A DISTANCE OF 15 FEET; THENCE SOUTHWESTERLY TO A POINT ON THE EAST LINE OF SAID LOT A-3, WHICH POINT IS 83.00 FEET NORTHERLY OF THE SOUTH EAST CORNER OF SAID LOT; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT TO THE POINT OF BEGINNING); AND,

THAT PART OF LOT B-1 IN THE SUBDIVISION OF LOT 'B' IN HANOVER GARDENS, AFORESAID, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EAST CORNER OF SAID LOT B-1; THENCE SOUTH 93.23 FEET ALONG THE EAST LINE OF SAID LOT B-1 TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH ALONG THE SAID EAST LINE, A DISTANCE OF 93.229 FEET TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTH 134.495 FEET OF SAID LOT B-1 (AS MEASURED PERPENDICULARLY) TO THE SOUTH LINE THEREOF; THENCE WESTERLY, A DISTANCE OF 392.967 FEET ALONG SAID NORTH LINE TO THE POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT B-12 IN THE SUBDIVISION OF LOT 'B' IN HANOVER GARDENS, AFORESAID; THENCE NORTHERLY, A DISTANCE OF 89.605 FEET ALONG SAID SOUTHERLY EXTENSION TO A POINT, SAID POINT BEING 89.604 FEET SOUTH OF THE NORTH LINE OF SAID LOT B-1; THENCE EASTERLY, A DISTANCE OF 394.62 FEET TO THE POINT OF BEGINNING); AND,

THAT PART OF LOT B-1 IN THE SUBDIVISION OF LOT 'B' IN HANOVER GARDENS, AFORESAID, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EAST CORNER OF SAID LOT B-1; THENCE SOUTH A DISTANCE OF 46.615 FEET ALONG THE EAST LINE OF LOT B-1 TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH ALONG SAID EAST LINE, A DISTANCE OF 46.615 FEET; THENCE WESTERLY, A DISTANCE OF 394.62 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT B-12 IN THE SUBDIVISION OF LOT 'B' IN HANOVER GARDENS, AFORESAID, SAID POINT BEING 89.604 FEET SOUTH OF THE NORTH LINE OF SAID LOT B-1; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION, A DISTANCE OF 44.802 FEET; THENCE EASTERLY, A DISTANCE OF 395.47 FEET TO THE POINT OF BEGINNING; AND,

THAT PART OF LOT B-1 IN THE SUBDIVISION OF LOT 'B' IN HANOVER GARDENS, AFORESAID, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH EAST CORNER OF SAID LOT B-1; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT B-1 A DISTANCE OF 46.615 FEET; THENCE WESTERLY, A DISTANCE OF 395.47 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT B-12 IN THE SUBDIVISION OF LOT 'B' IN HANOVER GARDENS, AFORESAID, SAID POINT BEING 44.802 FEET SOUTH OF THE NORTH LINE OF SAID LOT B-1; THENCE NORTHERLY, A DISTANCE OF 44.802 FEET ALONG SAID SOUTHERLY EXTENSION TO THE NORTH LINE OF SAID LOT B-1; THENCE EASTERLY, A DISTANCE OF 396.32 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING; AND,

THE NORTH 1/2 OF LOT B-8 AND ALL OF LOT B-9 IN THE SUBDIVISION OF LOT 'B' IN HANOVER GARDENS, AFORESAID; AND,

LOT B-16 AND LOT B-17 IN THE SUBDIVISION OF LOT 'B' IN HANOVER GARDENS, AFORESAID, (EXCEPT THAT PART OF SAID LOT B-16 DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIN AT THE SOUTH EAST CORNER OF SAID LOT B-16; THENCE NORTH 00 DEGREES, 07 MINUTES, 38 SECONDS EAST, A DISTANCE OF 20.00 FEET ALONG THE EAST LINE OF SAID LOT B-16 TO A 3 1/4 INCH METAL DISK; THENCE SOUTH 44 DEGREES, 36 MINUTES, 01 SECONDS WEST, A

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DISTANCE OF 28.54 FEET TO A 3 1/4 INCH METAL DISK ON THE SOUTH LINE OF SAID LOT B-16; THENCE NORTH 89 DEGREES, 04 MINUTES, 28 SECONDS EAST, A DISTANCE OF 20.00 FEET ALONG THE SOUTH LINE OF SAID B-16 TO THE POINT OF BEGINNING); AND,

LOTS A-4 AND A-5 IN HANOVER GARDENS, AFORESAID; AND,

LOTS B-10, B-11, B-12, B-13, B-14 AND THAT PART OF LOT B-1 LYING NORTH OF THE NORTH LINE OF A-1 AND WEST OF THE EAST LINE OF B-12 EXTENDED, IN THE SUBDIVISION OF LOT 'B' IN HANOVER GARDENS, AFORESAID; AND,

LOT B-2 IN THE SUBDIVISION OF LOT 'B' IN HANOVER GARDENS, AFORESAID; AND,

LOT B-15 IN THE SUBDIVISION OF LOT 'B' IN HANOVER GARDENS, AFORESAID, (EXCEPT THE FOLLOWING DESCRIBED PARCEL: BEGINNING AT THE NORTH EAST CORNER OF SAID LOT B-15; THENCE SOUTH 00 DEGREES, 07 MINUTES, 38 SECONDS WEST, A DISTANCE OF 200.03 FEET ALONG THE EAST LINE OF SAID LOT B-15 TO THE SOUTH LINE OF SAID LOT B-15; THENCE SOUTH 89 DEGREES, 04 MINUTES, 28 SECONDS WEST, A DISTANCE OF 5.00 FEET ALONG SAID SOUTH LINE TO A 3 1/4 INCH METAL DISK; THENCE NORTH 00 DEGREES, 07 MINUTES, 38 SECONDS EAST, A DISTANCE OF 185.03 FEET TO A 3 1/4 INCH METAL DISK; THENCE NORTH 45 DEGREES, 25 MINUTES, 30 SECONDS WEST, A DISTANCE OF 21.02 FEET TO A 3 1/4 INCH METAL DISK ON THE NORTH LINE OF SAID LOT B-15, A DISTANCE OF 20.00 FEET FROM THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES, 04 MINUTES, 28 SECONDS EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING); AND,

LOTS B-18, B-19 AND B-20 IN THE SUBDIVISION OF LOT 'B' IN HANOVER GARDENS, AFORESAID; AND,

LOTS B-21 AND B-22 IN THE SUBDIVISION OF LOT 'B' IN HANOVER GARDENS, AFORESAID, ALL BEING IN COOK COUNTY, ILLINOIS.

PARCEL 4:

COMMON AREA EASEMENTS, PARKING EASEMENTS, EASEMENTS FOR INGRESS AND EGRESS AND ANY OTHER EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND CREATED BY THE DECLARATION OF EASEMENTS AND RESTRICTIONS MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 28, 1987 AND KNOWN AS TRUST NUMBER 103625-07, DATED MAY 31, 1988 AND RECORDED JUNE 16, 1988 AS DOCUMENT 88263898, FIRST AMENDMENT RECORDED OCTOBER 13, 1998 AS DOCUMENT NO. 98914115, OVER AND ACROSS THE LAND DESCRIBED AS FOLLOWS:

THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 33 FEET AND THE SOUTH 82.5 FEET THEREOF; ALSO EXCEPTING, THAT PART LYING NORTH OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID NORTH EAST 1/4, (SAID POINT BEING 1238.56 FEET NORTH OF THE SOUTH EAST CORNER OF SAID NORTH EAST 1/4); THENCE NORTH 89 DEGREES, 48 MINUTES, 42 SECONDS WEST, A DISTANCE OF 1,311.71 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTH EAST 1/4, (SAID POINT BEING 1,263.16 FEET NORTH OF THE SOUTH WEST CORNER OF THE SAID EAST 1/2), SAID POINT ALSO BEING THE POINT OF TERMINUS OF SAID LINE; AND FURTHER EXCEPTING, THE WEST 411.78 FEET OF THE SOUTH 772.50 FEET OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 25), ALL IN COOK COUNTY, ILLINOIS.

PARCEL 5:

CROSS ACCESS AND PARKING EASEMENT FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND

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CREATED BY THE AGREEMENT BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 28, 1987 AND KNOWN AS TRUST NUMBER 103624-08 AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 28, 1987 AND KNOWN AS TRUST NUMBER 103625-07, DATED MAY 31, 1988 AND RECORDED JUNE 16, 1988 AS DOCUMENT 88263899 OVER AND ACROSS THE LAND DESCRIBED AS FOLLOWS, TAKEN AS ONE TRACT, (EXCEPTING THEREFROM, THAT PART FALLING WITHIN HEREINABOVE DESCRIBED PARCEL 1:

LOT A-1 IN HANOVER GARDENS, AFORESAID, (EXCEPTING THEREFROM, THAT PART LYING WEST OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT B-12 IN THE SUBDIVISION OF LOT 'B' IN SAID HANOVER GARDENS; ALSO EXCEPTING THAT PART THEREOF LYING SOUTH OF THE FOLLOWING DESCRIBED LINES: COMMENCING AT THE SOUTH EAST CORNER OF SAID LOT A-1; THENCE NORTH 247.00 FEET ALONG THE EAST LINE OF SAID LOT TO THE POINT OF BEGINNING; THENCE WEST, 299.885 FEET ALONG A LINE DRAWN PERPENDICULARLY TO SAID EAST LINE TO THE POINT OF INTERSECTION WITH THE NORTHEASTERLY EXTENSION OF THE CENTERLINE OF A 35 FOOT EASEMENT FOR INGRESS AND EGRESS PER DOCUMENT NO. 22067752, SAID NORTHEASTERLY EXTENSION BEING A LINE 17.50 FEET NORTHWESTERLY OF AND PARALLEL WITH THE NORTHEASTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF LOT A-6 IN THE AFORESAID HANOVER GARDENS; THENCE SOUTHWESTERLY, 96.336 FEET ALONG THE NORTHEASTERLY EXTENSION OF THE CENTER LINE OF SAID EASEMENT TO THE SOUTHWESTERLY EXTENSION OF SAID LOT A-1; AND AND,

THE SOUTH 106.495 FEET (AS MEASURED PERPENDICULARLY TO THE SOUTH LINE THEREOF) OF THAT PART OF LOT B-1 IN THE SUBDIVISION OF LOT 'B' IN THE AFORESAID HANOVER GARDENS LYING EAST OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT B-12 IN THE SUBDIVISION OF LOT 'B', AFORESAID; AND,

THE NORTH 28.00 FEET OF THE SOUTH 134.495 FEET (BOTH AS MEASURED PERPENDICULARLY TO THE SOUTH LINE THEREOF) OF THAT PART OF LOT B-1 LYING EAST OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT B-12 IN THE SUBDIVISION OF LOT 'B' IN HANOVER GARDENS, AFORESAID; AND,

THAT PART OF LOT A-1 IN HANOVER GARDENS, AFORESAID, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID LOT A-1 WITH THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT B-12 IN THE SUBDIVISION OF LOT 'B' IN HANOVER GARDENS, AFORESAID; THENCE SOUTH 89 DEGREES, 06 MINUTES, 42 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT A-1, A DISTANCE OF 53.075 FEET; THENCE SOUTH 17 DEGREES, 41 MINUTES, 39 SECONDS WEST, A DISTANCE OF 284.636 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT A-1, SAID POINT ALSO BEING ON THE NORTHEASTERLY LINE OF LOT A-7 IN HANOVER GARDENS, AFORESAID, AND DISTANT 87.28 FEET (AS MEASURED ALONG SAID NORTHEASTERLY LINE) FROM THE NORTH WEST CORNER OF SAID LOT A-7; THENCE SOUTH 61 DEGREES, 05 MINUTES, 22 SECONDS EAST ALONG SAID NORTHEASTERLY LINE A DISTANCE OF 173.21 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT B-12 INTERSECTION AFORESAID; THENCE NORTH 01 DEGREES, 56 MINUTES, 21 SECONDS WEST ALONG SAID SOUTHERLY EXTENSION A DISTANCE OF 355.934 FEET TO THE POINT OF BEGINNING; AND,

THAT PART OF LOT A-1 IN HANOVER GARDENS AND LOT B-1 IN THE SUBDIVISION OF LOT 'B' IN HANOVER GARDENS, AFORESAID, BOTH TAKEN AS ONE TRACT, LYING WEST OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT B-12 IN THE SUBDIVISION OF LOT 'B' IN HANOVER GARDENS, AFORESAID, AND LYING SOUTH OF THE NORTH LINE AND ITS WESTERLY EXTENSION OF SAID LOT A-1 IN HANOVER GARDENS (EXCEPTING THEREFROM, THE FOLLOWING DESCRIBED PARCEL: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID LOT A-1 WITH THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT B-12 IN THE SUBDIVISION OF LOT 'B' IN HANOVER GARDENS, AFORESAID; THENCE SOUTH 89

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DEGREES, 06 MINUTES, 49 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT A-1, A DISTANCE OF 53.075 FEET; THENCE NORTH 17 DEGREES, 41 MINUTES, 39 SECONDS WEST, A DISTANCE OF 284.636 FEET TO THE POINT ON THE SOUTHWESTERLY LINE OF SAID LOT A-1, SAID POINT ALSO BEING ON THE NORTHEASTERLY LINE OF LOT A-7 IN HANOVER GARDENS, AFORESAID, AND A DISTANCE OF 87.28 FEET (AS MEASURED ALONG SAID NORTHEASTERLY LINE) OF THE NORTH WEST CORNER OF SAID LOT A-7); THENCE SOUTH 61 DEGREES, 05 MINUTES, 22 SECONDS EAST ALONG SAID NORTHEASTERLY LINE A DISTANCE OF 173.21 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT B-12, AFORESAID; THENCE NORTH 01 DEGREES, 56 MINUTES, 21 SECONDS WEST ALONG SAID SOUTHERLY EXTENSION A DISTANCE OF 355.934 FEET TO THE POINT OF BEGINNING); AND,

LOT A-3 IN HANOVER GARDENS, AFORESAID, (EXCEPTING THEREFROM, THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EAST CORNER OF SAID LOT; THENCE NORTHWESTERLY ALONG THE NORTH LINE OF SAID LOT, A DISTANCE OF 15 FEET; THENCE SOUTHWESTERLY TO A POINT ON THE EAST LINE OF SAID LOT A-3, WHICH POINT IS 83.00 FEET NORTHERLY OF THE SOUTH EAST CORNER OF SAID LOT; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT TO THE POINT OF BEGINNING); AND,

THAT PART OF LOT B-1 IN THE SUBDIVISION OF LOT 'B' IN HANOVER GARDENS, AFORESAID, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EAST CORNER OF SAID LOT B-1; THENCE SOUTH, A DISTANCE OF 93.22 FEET ALONG THE EAST LINE OF SAID LOT B-1 TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH ALONG THE SAID EAST LINE, A DISTANCE OF 93.229 FEET TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTH 134.495 FEET OF SAID LOT B-1 (AS MEASURED PERPENDICULARLY) TO THE SOUTH LINE THEREOF; THENCE WESTERLY, A DISTANCE OF 392.967 FEET ALONG SAID NORTH LINE TO THE POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT B-12 IN THE SUBDIVISION OF LOT 'B' IN HANOVER GARDENS, AFORESAID; THENCE NORTHERLY, A DISTANCE OF 89.605 FEET ALONG SAID SOUTHERLY EXTENSION TO A POINT, SAID POINT BEING 89.604 FEET SOUTH OF THE NORTH LINE OF SAID LOT B-1; THENCE EASTERLY, A DISTANCE OF 394.62 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART CONVEYED TO THE STATE OF ILLINOIS BY DOCUMENT NO. 27355782); AND,

THAT PART OF LOT B-1 IN THE SUBDIVISION OF LOT 'B' IN HANOVER GARDENS, AFORESAID, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EAST CORNER OF SAID LOT B-1; THENCE SOUTH, A DISTANCE OF 46.615 FEET ALONG THE EAST LINE OF LOT B-1 TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH ALONG SAID EAST LINE, A DISTANCE OF 46.615 FEET; THENCE WESTERLY, A DISTANCE OF 394.62 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT B-12 IN THE SUBDIVISION OF LOT 'B' IN HANOVER GARDENS, AFORESAID, SAID POINT BEING 89.604 FEET SOUTH OF THE NORTH LINE OF SAID LOT B-1; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION, A DISTANCE OF 44.802 FEET; THENCE EASTERLY, A DISTANCE OF 395.47 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART CONVEYED TO THE STATE OF ILLINOIS BY DOCUMENT NO. 27355784); ALSO,

THAT PART OF LOT B-1 IN THE SUBDIVISION OF LOT 'B' IN HANOVER GARDENS, AFORESAID, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH EAST CORNER OF SAID LOT B-1; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT B-1, A DISTANCE OF 46.615 FEET; THENCE WESTERLY, A DISTANCE OF 395.47 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT B-12 IN THE SUBDIVISION OF LOT 'B' IN HANOVER GARDENS, AFORESAID, SAID POINT BEING 44.802 FEET SOUTH OF THE NORTH LINE OF SAID LOT B-1; THENCE NORTHERLY, A DISTANCE OF 44.802 FEET ALONG SAID SOUTHERLY EXTENSION TO THE NORTH LINE OF SAID LOT B-1; THENCE EASTERLY, A DISTANCE OF 396.32 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING (EXCEPT THAT PART TAKEN IN CASE NO. 84L 52770 FOR THE WIDENING OF BARRINGTON ROAD); AND,

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THE NORTH 1/2 OF B-8 AND ALL OF LOT B-9 IN THE SUBDIVISION OF LOT 'B' IN HANOVER GARDENS, AFORESAID; AND,

LOTS B-16 AND B-17 IN THE SUBDIVISION OF LOT 'B' IN HANOVER GARDENS, AFORESAID, (EXCEPT THAT PART OF SAID LOT B-16 DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIN AT THE SOUTH EAST CORNER OF SAID LOT B-16; THENCE NORTH 00 DEGREES, 07 MINUTES, 38 SECONDS EAST, A DISTANCE OF 20.00 FEET ALONG THE EAST LINE OF SAID LOT B-16 TO A 3 1/4 INCH METAL DISK; THENCE SOUTH 44 DEGREES, 36 MINUTES, 01 SECONDS EAST, A DISTANCE OF 28.54 FEET TO A 3 1/4 INCH METAL DISK ON THE SOUTH LINE OF SAID LOT B-16, SAID DISK BEING 20.00 FEET FROM THE SOUTH EAST CORNER OF SAID LOT B-16; THENCE NORTH 80 DEGREES, 04 MINUTES, 28 SECONDS EAST, A DISTANCE OF 20.00 FEET ALONG THE SOUTH LINE OF SAID LOT B-16 TO THE POINT OF BEGINNING); AND,

LOTS A-4 AND A-5 IN HANOVER GARDENS, AFORESAID; AND,

LOTS B-10, B-11, B-12, B-13, B-14 AND THAT PART OF LOT B-1 LYING NORTH OF THE NORTH LINE OF LOT A-1 AND WEST OF THE EAST LINE OF LOT B-12 EXTENDED, IN THE SUBDIVISION OF LOT 'B' IN HANOVER GARDENS, AFORESAID; AND,

LOT B-2 IN THE SUBDIVISION OF LOT 'B' IN HANOVER GARDENS, AFORESAID; AND,

LOT B-15 IN THE SUBDIVISION OF LOT 'B' IN HANOVER GARDENS, AFORESAID, (EXCEPTING THEREFROM, THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH EAST CORNER OF SAID LOT B-15; THENCE SOUTH 00 DEGREES, 07 MINUTES, 38 SECONDS WEST, A DISTANCE OF 200.03 FEET ALONG THE EAST LINE OF SAID LOT B-15 TO THE SOUTH LINE OF SAID LOT B-15; THENCE SOUTH 89 DEGREES, 04 MINUTES, 28 SECONDS WEST, A DISTANCE OF 5.00 FEET ALONG SAID SOUTH LINE TO A 3 1/4 INCH METAL DISK; THENCE NORTH 00 DEGREES, 07 MINUTES, 38 SECONDS EAST, A DISTANCE OF 185.03 FEET TO A 3 1/4 INCH METAL DISK; THENCE NORTH 45 DEGREES, 25 MINUTES, 30 SECONDS WEST, A DISTANCE OF 21.02 FEET TO A 3 1/4 INCH METAL DISK ON THE NORTH LINE OF SAID LOT B-15, A DISTANCE OF 20.00 FEET FROM THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES, 04 MINUTES, 28 SECONDS EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING); AND,

LOTS B-18, B-19, B-20, B-21 AND B-22 IN THE SUBDIVISION OF LOT 'B' IN HANOVER GARDENS, AFORESAID; AND,

THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 33.00 FEET AND THE SOUTH 82.50 FEET THEREOF; ALSO EXCEPTING THAT PART LYING NORTH OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID NORTH EAST 1/4, (SAID POINT BEING 1,238.56 FEET NORTH OF THE SOUTH EAST CORNER OF SAID NORTH EAST 1/4); THENCE NORTH 89 DEGREES, 48 MINUTES, 42 SECONDS WEST, A DISTANCE OF 1,311.71 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SAID NORTH EAST 1/4, (SAID POINT BEING 1,263.16 FEET NORTH OF THE SOUTH WEST CORNER OF THE SAID EAST 1/2), SAID POINT ALSO BEING THE POINT OF TERMINUS OF SAID LINE; AND FURTHER EXCEPTING THE WEST 411.78 FEET OF THE SOUTH 772.50 FEET OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 25); AND, THE SOUTH 82.50 FEET OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 6:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND CREATED BY THE CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT MADE BY AND BETWEEN P&D PARTNERS LTD. NO. III, AN ILLINOIS LIMITED PARTNERSHIP, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST

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AGREEMENT DATED SEPTEMBER 28, 1987 AND KNOWN AS TRUST NUMBER 103625-07 AND THE MAY DEPARTMENT STORES COMPANY, A NEW YORK CORPORATION RECORDED MARCH 20, 1989 AS DOCUMENT 89143137 FOR INGRESS AND EGRESS OVER THE LAND DESCRIBED AND CONTAINED THEREIN.

PARCEL 7:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS CREATED BY PLAT OF SUBDIVISION RECORDED AS DOCUMENT 93567694 OVER THE LAND DESCRIBED AND CONTAINED THEREIN.

PARCEL 8:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER AND ACROSS ROADWAYS AS CREATED BY GRANT OF EASEMENT RECORDED AS DOCUMENT 89130387 OVER THE LAND DESCRIBED AND CONTAINED THEREIN.

PARCEL 9:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR RETENTION AND DETENTION FACILITIES AS CREATED BY AGREEMENT RECORDED AS DOCUMENT 88378092 OVER THE LAND DESCRIBED AND CONTAINED THEREIN.

PARCEL 10:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS AS CREATED BY EASEMENT AMENDMENT RECORDED JUNE 24, 1976 AS DOCUMENT 23533993, OVER THE LAND DESCRIBED AND CONTAINED THEREIN.

7580 BARRINGTON ROAD
HANOVER PARK, IL

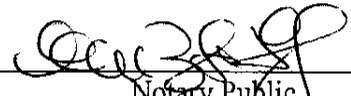
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06-25-401-057

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

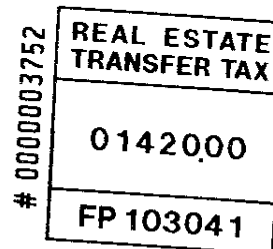
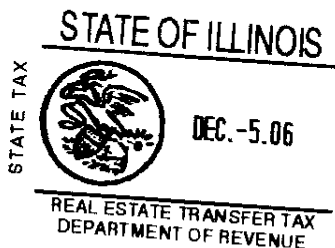
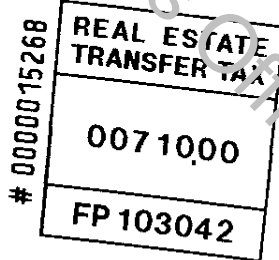
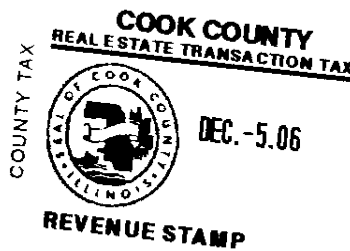
I, Sharon Zaban Letchinger, a Notary Public in and for said County in the State aforesaid, do hereby certify that Joe Caccamo, President of Central Grocers, Inc., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal, this 30th day of November, 2006.



Notary Public

My Commission Expires:

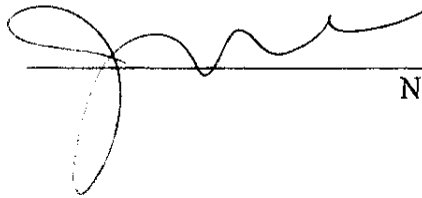


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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

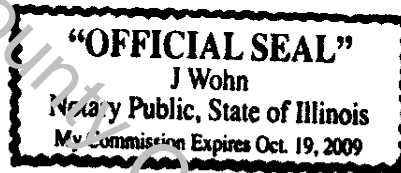
I, JENNIFER WOHN, a Notary Public in and for said County in the State aforesaid, do hereby certify that EDWARD J. MURPHY'S, PRESIDENTIAL of Hawk Operations LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal, this 30 day of November, 2006.



Notary Public

My Commission Expires:



UNOFFICIAL COPY

STATE OF MINNESOTA)

) SS:

COUNTY OF HENNEPIN)

I, Jennifer Gibson, a Notary Public in and for said County in the State aforesaid, do hereby certify that John Breedlove, Vice President of SUPERVALU INC., a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal, this 27 day of November, 2006.

Jennifer M. Gibson
Notary Public

My Commission Expires: 1-31-2010

