



Doc#: 0829610064 Fee: \$60.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds
Date: 10/22/2008 02:11 PM Pg: 1 of 13

#### OPTION AGREEMENT Illinois

Prepared by:

BP Products North America Inc. 4101 Winfield Road Warrenville, Illinois 60555 Attn: Real Estate Attorney

This Option Agreement (this "Agreement") dated October \_\_\_\_\_\_, 2008 is made by 2401 WILLOW REAL ESTATE LLC, an Illinois limited liability company ("Owner"), for the benefit of BP PRODUCTS NORTH AMERICA INC., a Maryland corporation, ("Holder").

### **RECITALS**

- A. Holder is the former owner of the real proper'y in the County of Cook (the "County"), State of Illinois, described in the attached Exhibit "A" (the "Real Estate"). In connection with signing and recording this Agreement, Holder conveyed the Real Estate to Owner.
- B. By this Agreement, Owner intends to grant to Holder an option to buy the Real Estate and certain other property.

### **AGREEMENT**

THEREFORE, Owner agrees as follows:

1. <u>Definitions</u>. When used in this Agreement, each underlined, capitalized term set forth below in this Section 1 has the meaning set forth beside it. Other terms are also defined elsewhere in this Agreement.

Alcoholic Beverage License: A transferable license for the sale of alcoholic beverages at the Real Estate.

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Business Property: All tangible and intangible personal property that Owner owns or leases from a third party (to the extent of the leasehold interest) and that is used in the operation of any business conducted at the Real Estate. "Business Property" includes, without limitation, (i) equipment, furnishings, and trade fixtures, (ii) resalable inventory, (iii) supplies, and (iv) transferable licenses and transferable permits, including without limitation any Alcoholic Beverage License.

Business Property Purchase Price: An amount equal to the value of the Business Property (other than the Excluded Business Property) located at the Real Estate on the day that Escrow closes, as that value is determined by Holder in accordance with its customary procedures for valuing business personal property in connection with an operator's transfer of its interest under a BP Connect reachise Agreement between Holder and the operator.

Constituent Ovner: Any person named as Owner in this Agreement.

Dealer Agreement: Fach of the following: (i) a certain Dealer Supply Agreement dated on or about October 17, 2008 between Holder and an Owner Entity pertaining to business operations at any real estate that Holder sold to an Owner Entity, and (ii) a certain ampm Mini Market Franchise Agreement dated on or about October 17, 2008 between Holder and an Owner Entity pertaining to business operations at any real estate that Holder sold to an Owner Entity, in each case as that agreement is amended or replaced from time to time and as that agreement is in effect between the parties' respective successors and assigns from time to time.

Escrow: Each escrow for the Transaction.

Escrow Agent: the Title Company.

<u>Excluded Business Property</u>: Business Property that Holder elects not to buy in accordance with Section 7.

Exercise Date: The date on which the Exercise Notice is considered given in accordance with Section G1.

Exercise Notice: A notice from Holder to Owner in which Holder states that it is exercising the Option.

Exercise Period: The 60-day period beginning on the Triggering Event Date.

<u>Extended Coverage Title Policy</u>. An ALTA Extended Coverage Owner's Policy of Title Insurance.

Improvements: All improvements on or under the land of the Real Estate.

Option: The right to buy the Option Property for the Purchase Price and on the other terms contained in this Agreement.

Option Early Termination Date: The day after the Exercise Period expires, if Holder does not exercise the Option within the Exercise Period.

Option Property: The Real Estate and the Business Property.

Option Term: The period beginning on the Recordation Date and ending on the earlier of (i) the 20th anniversary of the Recordation Date or (ii) the Option Early Termination Date.

Owner Entity: Individually and collectively, (i) each Constituent Owner and (ii) each person that controls a Constituent Owner, is controlled by a Constituent Owner, or is under common control with a Constituent Owner, in each case whether the control is direct or indirect.

<u>Purchase Price</u>: An amount equal to the sum of (i) the Real Estate Value and (ii) the Business Property Furchase Price.

Real Estate: The Real Estate includes land, the Improvements, and all appurtenant rights and privileges.

Real Estate Value: The value of the Real Estate as determined in accordance with Section 6.

Recordation Date: The date that this Agreement is recorded in the Official Records of the County.

Title Company: A title insurance company acceptable to Holder.

<u>Transaction</u>: The purchase and sale transaction resulting from Holder's exercise of the Option.

Triggering Event: A termination of any Dealer Agreement by Holder in accordance with any provision of the Dealer Agreement under which Holder has the light to terminate. But "Triggering Event" does not include a termination of a Dealer Agreement by Holder based on a determination made by Holder in good faith and in the normal course of business to withdraw from (i) the marketing of motor fuel through retail outlets in the relevant geographic market area in which the Real Estate is located, or (ii) the marketing of franchises for convenience stores in that market area. A Triggering Event will be considered to have occurred on the applicable Triggering Event Date.

<u>Triggering Event Date</u>: The date that the Triggering Event becomes effective for the applicable Dealer Agreement.

- 2. <u>Grant of Option; Option Term.</u> Owner grants to Holder the Option. The Option is governed by the terms of this Agreement. The Option will be in effect during the Option Term.
- 3. Option Consideration. The price that Holder has accepted from Owner for Holder's conveying the Real Estate to Owner is less than the price that Holder would have

required if Owner did not grant the Option to Holder; and the difference between those two prices is the consideration for Owner's granting the Option.

- 4. <u>Exercise Notice</u>; <u>Holder's Environmental Assessment Rights</u>. Upon the occurrence of a Triggering Event during the Option Term, Holder may exercise the Option. If Holder wishes to exercise the Option, Holder must give an Exercise Notice to Owner on or before the last day of the Exercise Period. During the Exercise Period, Holder and its agents, employees, contractors, and consultants may enter on the Real Estate to conduct reasonable and customary environmental assessments and tests of the Real Estate.
- 5. <u>Farly Termination of Option; Termination Document</u>. If Holder does not exercise the Option within the Exercise Period, this Agreement and the Option will terminate on the Option Early Termination Date. Upon Owner's written request made after the Option Early Termination Date, r'oi ler shall sign, acknowledge, and deliver to Owner a recordable document confirming that this Agreement and the Option have terminated.

### 6. Purchase of Real Estate at Fair Market Value.

- 6.1 Real Estate Value. Holder shall have the Option to purchase the Real Estate at a price equal to its fair market value as agreed to by Holder and Owner, or failing their agreement, as determined in accordance win Section 6.2 below (the "Real Estate Value").
- 6.2 Appointing Appraisers. If Helder and Owner cannot agree on the Real Estate Value, the Real Estate Value will be determined in accordance with the appraisal procedures contained in this Section 6. Within fifteen (15) days after Holder or Owner receives a demand from the other for an appraisal in accordance with this Section 6.2, Holder and Owner shall each appoint a Qualified Appraiser (as defined in Section 6.3). If one of them fails to timely appoint a Qualified Appraiser, the Qualified Appraiser appointed by the other will determine the Real Estate Value.
- 6.3 Qualified Appraiser. "Qualified Appraiser" means a real estate appraiser who (i) is a Designated Member of the Appraisal Institute, (ii) is unaffilied with Holder or Owner, and (iii) has had full-time experience, during each of the immediatery preceding five years, in appraising commercial real property in the area of the Real Estate. If the Appraisal Institute ceases to exist, a reasonably comparable, nationally recognized organization of real estate appraisers will be substituted in the definition of Qualified Appraiser.
- 6.4 <u>Determination of Values</u>. If only one appraiser is appointed, the appraiser must deliver a signed report (an "Appraisal Report") to Holder and Owner within 30 days after his or her appointment. An Appraisal Report must set forth the appraiser's determination of the Real Estate Value and the considerations on which his or her opinion is based. If two appraisers are appointed and they agree on the Real Estate Value, they must deliver a signed joint Appraisal Report to Holder and Owner within 40 days after the appointment of the second appraiser. If two appraisers are appointed and they fail to agree on the Real Estate Value, each appraiser must deliver his or her signed Appraisal Report to Holder and Owner within 35 days after his or her appointment. If the lower of the two determinations is at least 95% of the higher, the Real Estate

Value will be the average of the two determinations. If not, then within 10 days after Holder or Owner requests the two appraisers to do so, they must mutually appoint a third appraiser who is a Qualified Appraiser. Within 10 days after his or her appointment, the third appraiser must select one of the two determinations as being the same as or closer to the amount that he or she determines as the Real Estate Value; and the selected determination will be the Value to be used as the Real Estate Value herein.

- 6.5 <u>Appraisal Fees</u>. Holder and Owner shall each bear the cost of the appraiser that it appoints and one-half of the cost of the third appraiser.
- 7. Excluded Business Property. Holder may elect not to buy all or part of the Business Property. If Holder wishes to exercise this election, Holder must give notice to Owner on or before the fifth day before Escrow closes. Holder's notice must (i) state that it is electing not to buy the Excluded Business Property and (ii) identify the items of the Excluded Business Property with sufficient particularity to allow Owner to remove from the Real Estate the items of the Excluded Business Property that are tangible personal property. Owner shall remove those items of tangible personal property from the Real Estate within two business days before Escrow closes.
- 8. Escrow and Closing Late. The Transaction will occur through an Escrow with the Title Company. The Escrow will close on or before the later of (i) the 90th day after the Exercise Date, (ii) the date on which Holder receives notice from the applicable governmental authority that the authority has transferred to Holder (or an affiliate of Holder) any Alcoholic Beverage License that is included in the Business Property, o. (iii) the tenth (10th) business day following the final determination of the Real Estate Value (pursuant to the provisions of Section 6.1).
- 9. <u>Escrow Procedures</u>. If Holder exercises the Option, Holder and Owner shall promptly sign escrow instructions and open the Escrow. Owner shall apply to the Title Company for a preliminary title report on the condition of title of the Real Estate. The following will apply to the consummation of the Transaction through the Escrow:
  - (a) Deed and Title Insurance. Owner shall provide the Title Company with a deed conveying title to the Real Estate, free of encumbrances, except those that Holder elects to accept. Owner shall provide Holder with an ALTA Standard Coverage Owner's Policy of Title Insurance insuring title, subject only to the printed exceptions of the policy and those encumbrances that Holder elects to accept. The policy must be issued by the Title Company (or another insurer acceptable to Holder) and have a liability amount equal to the portion of the Purchase Price that is attributable to the Real Estate. Closing will be considered effected when the County Recorder accepts the deed for recording.
  - (b) <u>Taxes and Rent</u>. Taxes, rentals, and other items of income and expense related to the property that Holder is buying will be prorated as of the date that Escrow closes.

- (c) <u>Closing Costs</u>. Owner and Holder shall each pay one half of Escrow Agent's fee for handling the Escrow. Owner shall pay the premium for Holder's title insurance policy. Owner and Holder shall pay all other closing costs in accordance with the custom in the County. But if there is no custom for a particular closing cost, each shall pay one half of that cost.
- (d) Extended Coverage Title Policy; Survey. Notwithstanding the provisions of Section 9(a), Holder may require that the title policy be an Extended Coverage Title Policy. In that event, Holder shall (i) obtain and provide to the title insurer any survey that the title insurer might require in order to issue the title policy as an Extended Coverage Title Policy and (ii) pay the increase in the premium attributable to the extended coverage. Within three days after the Escrow opens, Owner shall send to Holder a copy of the most recent survey (if any) of the Real Estate that Owner has in its possession.
- Deductions by Holder. Holder may deduct from the Purchase Price or (e) from any other amounts that Holder is required to pay to Owner in connection with the Transaction any or all of the following: (i) Any trade payables or other amounts that an Owner Entity owes to Holder or any of its affiliates with respect to (A) the operation of the business conducted at the Real Estate or (B) iii or any part of the Real Estate, (ii) any transfer fee that an Owner Entity is required to pay to Holder under any of the Dealer Agreements pertaining to the business conducted at the Real Estate, (iii) the unpaid balance of principal and accrued interest on any loan that is payable to Holder or any of its affiliates and that is secured, wholly or partially, by any propery that Holder is buying in the Transaction, whether or not the deducted mounts would otherwise be due when Escrow closes, and (iv) the unpaid balance of principal and accrued interest on, and all other amounts due in connection with, any Secured Obligation (as defined in Section 1 1.1(c)) as of the date that Escrow closes. If Holder elects to buy the Option Property upon the close of Escrow, the Title Company shall use the funds that Ho der deposits into Escrow first to pay in full the Secured Obligation.
- 10. <u>Environmental Indemnification</u>. If Holder acquires the Real Estate in accordance with this Agreement, the person transferring the Real Estate to Holder shall sign and deliver to Holder through the Escrow an indemnification agreement containing the following provision:

Transferor shall indemnify and defend Holder from all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) that Holder incurs arising from any environmental contamination occurring or hazardous materials existing at the Real Estate, to the extent that the contamination or hazardous materials (i) are present at concentrations that any governmental agency will require to be remediated or otherwise are not in compliance with all applicable statutory and regulatory requirements and (ii) are

known or discovered before Holder begins its operations at the Real Estate. This agreement to indemnify and defend will survive the closing of Transferor's transfer of the Real Estate to Holder.

#### 11. Liens.

- 11.1 <u>Definitions for Section 11</u>. When used in this Section 11, each underlined, capitalized term set forth below in this Section 11.1 has the meaning set forth beside it.
  - (a) <u>Lender</u>: A person for whose benefit a particular Lien exists. "Lender" includes, without limitation, (i) the beneficiary under a deed of trust, (ii) a mortgagee, and (iii) a judgment lien holder.
  - (c) <u>Lien</u>. A lien that (i) encumbers an interest in the Real Estate, (ii) secures a monetary obligation, and (iii) is junior to Holder's rights under this Agreement.
  - (c) <u>Secured Obligation</u>: The monetary obligation secured by a Lien.
- 11.2 <u>Coverage of this Section 11</u>. The provisions of this Section 11 will apply with respect to each Lien and to each Lender who holds a Lien.
- 11.3 No Impairment of Lien Arything in this Agreement to the contrary notwithstanding, (i) Holder's Option and the exercise thereof shall not defeat, discharge, or impair any Lien or Secured Obligation, and (ii) in the event Holder exercises its Option and elects to buy the Real Estate, no Lender shall be obligated to reconvey of record its Lien unless and until the entire Secured Obligation with respect thereto is paid and discharged in full.
- 11.4 Foreclosure. If a Triggering Event shall occur and in connection therewith a Lender commences foreclosure of its Lien and for any reason Holder does not pay to such Lender the amount required to terminate the foreclosure as provided under the Dealer Agreements between Holder and Owner with respect to the Real Estate within the time and in the manner required thereby, then such Lender may proceed to foreclose its Lien and the Option and all other rights of Holder under this Agreement shall automatically terminate and be of no further force and effect and Holder shall execute and furnish to such Lender within ten (10) days after such Lender's written request therefor, a written release and termination of the Option and all other rights of Holder under this Agreement in recordable form and otherwise in form and substance satisfactory to such Lender, which such Lender may record in the real estate records for the county(ies) where the Real Estate is located to give record notice thereof.
- Holder elects to proceed with the exercise of the Option, and the Real Estate is subject to a Lien or Liens for which the Lender(s) does not initiate a foreclosure, Holder may elect to either: (A) direct the Escrow Holder to apply the Purchase Price first to payment in full of any or all Secured Obligations, the Lender(s) of such Secured Obligation(s) shall reconvey of record its Lien(s), and Holder shall acquire fee title to the Real Estate free and clear of all such Secured Obligation(s),

or (B) direct the Escrow Holder to apply a portion of the Purchase Price necessary to cure any defaults, if any, under any or all Secured Obligations, and Holder shall assume such Secured Obligations upon Holder's acquisition of the fee title to the Real Estate.

#### **GENERAL PROVISIONS**

G1. Notices. Notices relating to this Agreement must be in writing and sent to the addresses set forth below in this Section G1. But a party may change its address for notices by giving notice as required by this Section G1. A written notice will be considered given (i) when personally delivered, (ii) two business days after deposit in the U.S. Mail as first class mail, certified or registered, return receipt requested, with postage prepaid, (iii) one business day after deposit with a reputable overnight delivery service for next business day delivery, or (iv) on the business day of successful transmission by electronic facsimile. The parties' addresses for notices are as follows:

To Holder:	BP Products North America Inc. 4101 Winfield Road, MC 5E Warrenville, Illinois 60555
	Auention: Real Estate Legal
	Facsimile:
To Owner:	2401 Willow Real Estate LLC
	100 Tri-State Enernational, Suite 100
	Lincolnshire, Illinois 60069
	Facsimile:

- G2. <u>Further Acts</u>. Holder and Owner shall each do everything that the other reasonably requests to carry out the purpose of this Agreement.
- G3. <u>Successors and Assigns</u>. The rights and obligations under this Agreement bind and benefit the respective successors and assigns of Holder and Owner. For example, the covenants and obligations of Owner contained in this Agreement will bind each there owner or tenant of all or part of the Real Estate; and each of those persons will be considered "Owner" under this Agreement with respect to the applicable part of the Real Estate while that person is the owner or tenant.
- G4. <u>Time of Essence</u>; <u>Business Day</u>; <u>Dates</u>. Time is of the essence of each provision of this Agreement in which time is a factor. In this Agreement, the term "business day" means days other than Saturdays, Sundays, and holidays observed by the United States or the State of Illinois. If the date by which an event is to occur under this Agreement falls on a day that is not a business day, the event may occur on the next business day.
- G5. <u>Uncontrollable Events</u>. The date by which a party is to perform an obligation (other than the payment of money) under this Agreement will be extended for the period during

which the party is prevented from performing by an event beyond its reasonable control (including, without limitation, acts of God, work stoppage, riots, and other similar events) (an "Uncontrollable Event"). If (i) a party who has the right to exercise a right under this Agreement has not done so by the last date allowed under this Agreement and (ii) on that date, the party is prevented from exercising the right due to an Uncontrollable Event, the date will be extended until the third business day after the Uncontrollable Event ends.

- G6. Entire Agreement; Modification; Waiver. This Agreement (including any attached Exhibits) contains the entire agreement between Holder and Owner with respect to the Option. Any modification of this Agreement must be in writing and signed by Holder and Owner. Any waiver of a provision of this Agreement by Holder or Owner must be in writing.
  - G7. Governing Law. The internal laws of the State of Illinois govern this Agreement.
- G8. Interpretation. The captions appearing in this Agreement are for convenience of reference only, and they do not affect the meanings of the provisions of this Agreement. In this Agreement, each gender includes the other genders. Words in the singular include the plural and vice versa, when appropriate. To word "person" includes natural individuals and all other entities. The word "cost" includes any cost or expense. The word "term" includes any covenant, condition, representation, warranty, or other provision that is part of an agreement. Whenever a provision of this Agreement requires Hoider or Owner to perform an act, that person must do so at its sole cost (unless otherwise stated in conjection with that provision).
- G9. Attorneys' Fees. If a dispute arises with respect to this Agreement and if Holder prevails in the dispute, then Holder will be entitled to recover from Owner the reasonable costs and expenses that Holder incurred in enforcing its right, under this Agreement, including Clert's Office reasonable attorneys' fees.

(See signatures on the next page.)

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#### OWNER:

	2401 WILLOW REAL ESTATE LLC, an Illinois limited liability company  By:  Name:  MENJINDER BHAMBEA.  Title:  Dated: October 1, 2008
STATE OF ILLINOIS ) COUNTY OF COOL )	
This instrument was acknowledged before meaning (name/s of person/s) authority, e.g., officer, trustee, etc.) of 240 w 10 of whom instrument was executed).	as Wyr (type of

(Signature of Notary Public)

Name: 6 M Telies

Commission No. Commission Expires

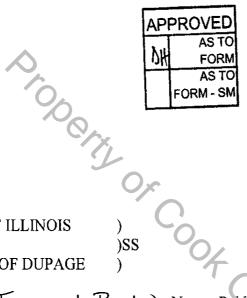
PATHICK A. MITCHELL PATHICK A. MITCHELL WOTARY PUBLIC, STATE OF ILL

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#### HOLDER:

BP PRODUCTS NORTH AMERICA INC., a Maryland corporation



Printed Title: Vice President

Dated: October 1/2th, 2008

STATE OF ILLINOIS

COUNTY OF DUPAGE

I, Tanny L. Pambow a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that <u>S.R. Sawada</u> personally known to me to be the Vice President, of BP Products North America Inc., a Maryland corporation, f/k/a Amoco Oil Company, and 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 as such Vice President, he/she signed and delivered such instrument pursuant to authority given by the Board of Directors of such corporation, as his/he, free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, tor the uses and purposes therein set forth.

Given under my hand and official seal this but day of October, 2008.

My Commission expires:

MY COMMISSION EXPIRES JULY 22, 2010

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#### **EXHIBIT A TO OPTION AGREEMENT**

#### LEGAL DESCRIPTION OF THE REAL ESTATE

Site No. 15680 2401 Sanders Road Northbrook, Illinois

APN: 04-19-201-020-0000 Vol. 132

THAT PART OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THURD PRINCIPAL MERIDIAN, WHICH LIES SOUTHERLY OF THE SOUTHERLY LINE OF WILLOW ROAD, AS DEDICATED BY DOCUMENT 11248487 AND EASTERLY OF THE EASTERLY LINE OF SANDERS ROAD, AS WIDENED BY DOCUMENT NO. 20658894 AND ALSO LYING NORTH AND WEST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID SANDERS ROAD, 196.48 FEFT SOUTHERLY OF THE ANGLE POINT IN SAID EASTERLY LINE; THENCE EASTERLY, PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 184.30 FEET, MORE OR LESS TO A POINT IN A LINE DRAWN AT RIGHT ANGLES TO SAID MORTH LINE OF THE NORTHEAST 1/4 AND PASSING THROUGH A POINT IN SAID SOUTHERLY LINE OF WILLOW ROAD THAT IS 196.48 FEET EAST OF THE POINT OF INTERSECTION OF SAID SOUTHERLY LINE AND THE DIAGONAL EASTERLY LINE OF SAID WIDENED SANDERS ROAD, THENCE NORTH ALONG SAID RIGHT ANGLE LINE, 193.75 FEET MORE OR LESS, TO THE SAID SOUTHERLY LINE OF WILLOW ROAD, IN COCK COUNTY, ILLINOIS.

#### EXCEPT THEREFROM ANY PART FALLING WITHIN THE FOLLOWING:

THAT PART OF LOT 1 IN ASSESSORS DIVISION OF THE NORTH HALF OF SECTION 19 AND THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 42 NOFTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF WILLOW ROAD AND EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SANDERS ROAD DESCRIBED AS FOLLOWS: BEGINNING AT THE ANGLE POINT ON THE EASTERLY RIGHT OF WAY LINE OF SANDERS ROAD; THENCE ON AN ASSUMED BEARING OF NORTH 42 DEGREES 10 MINUTES 37 SECONDS EAST ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID SANDERS ROAD, A DISTANCE OF 19.47 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF WILLOW ROAD; THENCE EASTERLY 196.48 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF WILLOW ROAD ON A CURVE TO THE RIGHT HAVING A RADIUS OF 2242.01 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 85 DEGREES 35 MINUTES 26 SECONDS EAST, 196.42 FEET TO THE NORTHEAST CORNER OF THE GRANTOR; THENCE SOUTH 0 DEGREES 09 MINUTES 12 SECONDS EAST ALONG THE EAST LINE OF THE GRANTOR A DISTANCE OF 15.00 FEET;

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THENCE NORTH 74 DEGREES 26 MINUTES 42 SECONDS WEST 2.72 FEET; THENCE ESTERLY 114.45 FEET ALIONG A CURVE TO THE LEFT HAVING A RADIUS OF 2416.12 FEET, THE CHORD OF SAID CURVE BEARS NORTH 82 DEGREES 51 MINUTES 00 SECONDS WEST 114.44 FEET; THENCE SOUTH 44 DEGREES 22 MINUTES 04 SECONDS WEST, 80.96 FEET; THENCE SOUTH 7 DEGREES 19 MINUTES 29 SECONDS EAST, A DISTANCE OF 137.33 FEET TO THE SOUTH LINE OF THE GRANTOR; THENCE SOUTH 89 DEGREES 50 MINUTES 48 SECONDS WEST ALONG THE SOUTH LINE OF THE GRANTOR A DISTANCE OF 28.48 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SANDERS ROAD; THENCE NORTH 7 DEGREES 22 MINUTES 10 SECONDS WEST ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF SANDERS ROAD, A DISTANCE OF 196.48 FEET TO THE POINT OF BEGINNING.

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Of Cook Colling Clerk's Office Note: For informational purposes only, the land is known as:

2401 Sanders Road

Glenview, IL