

UNOFFICIAL COPY

TENANTS ORIGINAL



Prepared by and Return to:

Buy Buy Baby, Inc.
650 Liberty Avenue
Union, New Jersey 07083
Attention: Katherine Sloss, Esquire

Doc#: 1111110034 Fee: \$114.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/21/2011 11:41 AM Pg: 1 of 16

(The Above Space for Recorder's Use Only)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, made as of April 11, 2010 by and between **INLAND ORLAND PARK PLACE II, L.L.C.**, a Delaware limited liability company, having an office at 2901 Butterfield Road, Oak Brook, IL 60523 ("**Landlord**"), and **BUY BUY BABY, INC.**, a Delaware corporation, having an office at Corporate Office, 650 Liberty Avenue, Union, New Jersey 07083 ("**Tenant**"), and is joined in and consented to by **INLAND ORLAND PARK PLACE, L.L.C.**, a Delaware limited liability company ("**IOP**"), **INLAND ORLAND PARK PLACE III, L.L.C.**, a Delaware limited liability company ("**IOP3**"), and **INLAND ORLAND PARK PLACE IV, L.L.C.**, a Delaware limited liability company ("**IOP4**").

Preliminary Statement

Landlord is fee owner of certain parcels of real property (the "**Landlord Parcel**"), and IOP, IOP3 and/or IOP4, as applicable, are the fee owners of certain other parcels of real property, located in the County of Cook, State of Illinois, all as more particularly described on Exhibit A hereto annexed, together with improvements constructed or to be constructed thereon, which, taken together with a parcel of land owned by Kohl's Department Stores, Inc., constitute the shopping center known as Orland Park Place (the "**Shopping Center**"). Landlord and Tenant, as of March 31, 2010, have entered into a lease (the "**Lease**") demising a portion of the Landlord Parcel as more particularly described therein (the "**Premises**") to Tenant. In connection therewith, Landlord and Tenant have entered into this Memorandum to confirm the demise of the Premises and to provide notice to any interested party of such demise and of the terms and provisions of the Lease. IOP, IOP3 and IOP4 join in and consent and agree to this Memorandum for purposes of providing notice to any interested party of the terms and provisions of the Lease with respect to the respective portions of the Shopping Center owned by each such party.

S N
P 16
S N
M N
SC Y
E Y
INT Δ

UNOFFICIAL COPY

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE SOUTH 00 DEGREES 00 MINUTES 15 SECONDS EAST, ALONG THE WEST LINE OF LOT 4, A DISTANCE OF 503.00 FEET FOR A PLACE OF BEGINNING; THENCE NORTH 89 DEGREES 59 MINUTES 45 SECONDS EAST, PERPENDICULAR TO THE WEST LINE OF SAID LOT 4, A DISTANCE OF 135.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 15 SECONDS EAST, PARALLEL WITH THE WEST LINE OF SAID LOT 4, A DISTANCE OF 254.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 45 SECONDS WEST PERPENDICULAR TO THE WEST LINE OF SAID LOT 4, A DISTANCE OF 135.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 4; THENCE NORTH 00 DEGREES 00 MINUTES 15 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 254.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1981 AS DOCUMENT NUMBER 25811986, IN COOK COUNTY, ILLINOIS.

THAT PART OF LOT 4 IN ORLAND COURT SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH 00 DEGREES 00 MINUTES 15 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 4; A DISTANCE OF 95.50 FEET TO THE SOUTHWEST CORNER OF LOT 8 IN SAID ORLAND COURT SUBDIVISION; THENCE SOUTH 89 DEGREES 59 MINUTES 15 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 136.20 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE NORTH 00 DEGREES 00 MINUTES 45 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 180.00 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 05 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 300.00 FEET; THENCE SOUTH 73 DEGREES 55 MINUTES 14 SECONDS EAST, A DISTANCE OF 88.20 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 15 SECONDS EAST, PARALLEL WITH THE WEST LINE OF SAID LOT 4, A DISTANCE OF 252.00 FEET TO A POINT ON THE SOUTH LINE OF LOT 4; THENCE NORTH 89 DEGREES 45 MINUTES 05 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 521.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1981 AS DOCUMENT NUMBER 25811986, IN COOK COUNTY, ILLINOIS.

LOTS 8 AND 9 IN ORLAND COURT SUBDIVISION OF PART OF THE WEST $\frac{1}{2}$ OF THE NORTH WEST $\frac{1}{4}$ OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1981 AS DOCUMENT NUMBER 25811986, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

NOW, THEREFORE, the parties state as follows:

1. All capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Lease.
2. The terms and conditions of the Lease are incorporated herein as though set forth in full, whereby Tenant may have and hold the Premises together with any and all rights, benefits, privileges and easements, now or hereafter appurtenant thereto, at the rental and upon the terms and conditions therein stated, for an initial term of approximately ten (10) years commencing on the Rent Commencement Date (the "**Initial Term**"). Under the terms of the Lease, Tenant has the right to extend the Initial Term for four (4) successive periods of five (5) years each, as provided in Section 2.2.2 in the Lease.
3. This Memorandum of Lease is executed for the purpose of recordation in order to give notice of all of the terms, provisions and conditions of the Lease, including, without limitation:
 - (i) that, subject to certain exceptions more particularly set forth in the Lease, Landlord shall not lease, rent or occupy or permit any other premises in the Shopping Center or on any Related Land (defined in the Lease) to be occupied, whether by a tenant, sublessee, assignee, licensee or other occupant or itself, (A) for the sale, rental or distribution, at retail or at wholesale, either singly or in any combination, of items contained in any of the following respective categories of merchandise: (a) infant, juvenile and children's furniture and equipment (including, without limitation, infant, juvenile and children's: cribs, beds, mattresses, bedding, changing tables, gliders, rockers (including coordinating ottomans), high chairs, lamps, walkers, play yards, play pens, car seats, booster seats, cradles, carriages, strollers, toy and clothing chests, swings, or any other furniture or equipment similar to the foregoing enumerated items) (collectively, "**Restricted Furniture**"); (b) clothing, layettes, apparel, shoes and/or accessories for infants, juveniles and children 0-4 years in age; and maternity clothing (collectively, "**Restricted Clothing**"); and (c) merchandise, products and services targeted for use by or for infants, juveniles and children 0-4 years in age (including, without limitation, infant, juvenile and children's: toys, books, food, formula, indoor and/or outdoor play and recreational equipment, audio and video cassettes or equipment, safety items, feeding items, nursing items, health and beauty care items, drug remedies, diapers, wipes, bathroom items (including, without limitation, personal care devices and other bathroom appliances, accessories and toiletries)) (collectively, "**Restricted Products**") (which items in clauses (a), (b) and (c) above, either singly or in any combination, are hereinafter referred to as the "**Exclusive Items**") and (B) Landlord shall not lease, rent or occupy or permit any other tenant or occupant of the Shopping Center or Related Land to operate a (x) hair cutting salon specializing primarily to a clientele of

UNOFFICIAL COPY

infants, juveniles or children; (y) photo studio specializing primarily to a clientele of infants, juveniles or children; and/or (z) development, learning or fitness center specializing primarily to a clientele of infants, juveniles and children 0-4 years in age similar to a Gymboree, My Gym or Little Gym.

(ii) the restrictions set forth therein on Landlord's ability to lease certain portions of the Shopping Center and/or the Related Land for certain uses which are otherwise prohibited by the terms of the Lease;

(iii) provisions set forth therein regarding Tenant's right to install and maintain signage upon the exterior of the Premises and upon pylon and/or monument signs located at the Shopping Center;

(iv) provisions set forth therein regarding Tenant's right to use (and to permit Tenant's customers, employees, agents and contractors to use) certain common areas of the Shopping Center (such as, without limitation, the parking facilities of the Shopping Center);

(v) Tenant's continuing right of first offer to lease additional space in the Shopping Center which is contiguous to the Premises and which may become available after the Effective Date of the Lease; and

(vi) provisions set forth therein regarding certain areas in the Shopping Center in which no improvements are to be constructed, or changes made, without the consent of the Tenant.

4. In addition to those terms hereinabove set forth, the Lease contains numerous other terms, covenants and conditions which likewise affect not only the Premises but also the Shopping Center, and notice is hereby given that reference should be had to the Lease directly with respect to the details of such terms, covenants and conditions. The Lease and exhibits thereto are hereby incorporated by reference in this Memorandum of Lease and the parties hereby ratify and confirm the Lease as if said Lease were being re-executed by them and recorded. In the event of any conflict between the provisions of this instrument and the Lease, the provisions of the Lease shall control.

[Signature Page to Follow]

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

INLAND ORLAND PARK PLACE II, L.L.C., a Delaware limited liability company

By: IN Retail Fund, L.L.C., a Delaware limited liability company, its sole manager

By: IN Retail Manager, L.L.C., a Delaware limited liability company, its sole manager

By: Inland Real Estate Corporation, a Maryland corporation, its sole manager

WITNESS:

Mark Zalatoris
 By: _____
 Name: Mark Zalatoris
 Title: President
 Chief Executive Officer
 Date of Execution: April 8, 2010

[SEAL]

TENANT:

BUY BUY BABY, INC., a Delaware corporation

ATTEST:

Alan M. Freeman
 By: _____
 Name: Eugene A Castagna
 Title: President
 Date of Execution: April 8, 2010

[SEAL]

UNOFFICIAL COPY

STATE OF Illinois)
) ss.
COUNTY OF DeKalb)

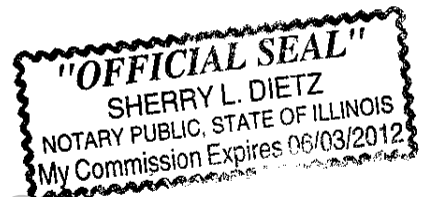
I, Sherry L. Dietz a Notary Public, in and for said County, in the State
aforesaid, do hereby certify, that Mark Salobino, personally known to me to be the
President / CEO of Inland Real Estate Corporation, a Maryland Corporation, the
sole manager of IN Retail Manager, L.L.C., the sole manager of IN Retail Fund, L.L.C., the sole
member of Inland Orland Park Place II, L.L.C., a Delaware limited liability company, whose
name is subscribed to the foregoing instrument, appeared before me this day in person and
acknowledged that the signed and delivered said instrument of writing as such officer, as his free
and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes
therein set forth.

Given under my hand and notarial seal, this 21 day of April, 2010.

Sherry L. Dietz
Notary Public

My Commission Expires: June 3, 2012

STATE OF NEW JERSEY)
) : ss.
COUNTY OF UNION)



On this 8 day of April, 2010, before me personally came Eugene A. Castagna, to me
known, who being by me duly sworn, did depose and say that he is the President of BUY BUY
BABY, INC., the corporation described in and which executed the above instrument and that he
signed his name thereto as such officer of said corporation.

Kathleen C. Ferencak
Notary Public

My Commission Expires:
KATHLEEN C. FERENCAK
NOTARY PUBLIC OF NEW JERSEY
COMMISSION EXPIRES NOVEMBER 2, 2013

UNOFFICIAL COPY

AGREEMENT AND JOINDER

Each of the undersigned, as to the parcels described on Exhibit A owned by such party, hereby joins in and consents and agrees to the foregoing Memorandum of Lease.

As to the IOP Parcels:

INLAND ORLAND PARK PLACE, L.L.C.,
a Delaware limited liability company


WITNESS:

By: IN Retail Fund, L.L.C., a Delaware
limited liability company, its sole manager

By: IN Retail Manager, L.L.C., a Delaware
limited liability company, its sole manager

By: Inland Real Estate Corporation, a
Maryland corporation, its sole manager



By: 
Name: Mark Zalatoris
Title: President
Chief Executive Officer

As to the IOP3 Parcels:

INLAND ORLAND PARK PLACE III,
L.L.C., a Delaware limited liability
company


WITNESS:

By: IN Retail Fund, L.L.C., a Delaware
limited liability company, its sole manager

By: IN Retail Manager, L.L.C., a Delaware
limited liability company, its sole manager

By: Inland Real Estate Corporation, a
Maryland corporation, its sole manager



By: 
Name: Mark Zalatoris
Title: President
Chief Executive Officer

UNOFFICIAL COPY

As to IOP4 Parcel:

INLAND ORLAND PARK PLACE IV,
L.L.C., a Delaware limited liability
company

By: Inland Real Estate Corporation, a
Maryland corporation, its sole manager

WITNESS:

Mark Zalatoris

By: *Mark Zalatoris*
Name: Mark Zalatoris
Title: President
Chief Executive Officer

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF Illinois)
) ss.
COUNTY OF DuPage)

I, Sherry L. Dietz, a Notary Public, in and for said County, in the State of Illinois, do hereby certify, that Mark J. Salow, personally known to me to be the President / CEO of Inland Real Estate Corporation, a Maryland Corporation, the sole manager of IN Retail Manager, L.L.C., the sole manager of IN Retail Fund, L.L.C., the sole member of Inland Orland Park Place, L.L.C., a Delaware limited liability company, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the signed and delivered said instrument of writing as such officer, as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 21 day of April, 2010.

Sherry L. Dietz
Notary Public

My Commission Expires: June 3, 2012

STATE OF Illinois)
) ss.
COUNTY OF DuPage)

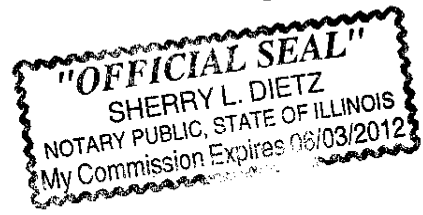


I, Sherry L. Dietz, a Notary Public, in and for said County, in the State of Illinois, do hereby certify, that Mark J. Salow, personally known to me to be the President / CEO of Inland Real Estate Corporation, a Maryland Corporation, the sole manager of IN Retail Manager, L.L.C., the sole manager of IN Retail Fund, L.L.C., the sole member of Inland Orland Park Place III, L.L.C., a Delaware limited liability company, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the signed and delivered said instrument of writing as such officer, as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 21 day of April, 2010.

Sherry L. Dietz
Notary Public

My Commission Expires: June 3, 2012



UNOFFICIAL COPY

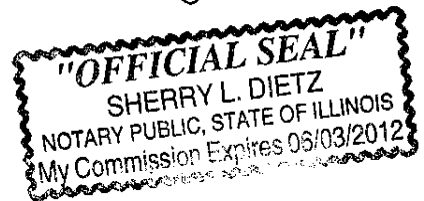
STATE OF Illinois)
) ss.
COUNTY OF DeKalb)

I, Sherry L. Dietz, a Notary Public, in and for said County, in the State of aforesaid, do hereby certify, that Michael J. Adams, personally known to me to be the President / CEO of Inland Real Estate Corporation, a Maryland Corporation, the sole manager of Inland Orland Park Place IV. L.L.C., a Delaware limited liability company, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the signed and delivered said instrument of writing as such officer, as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 21 day of April, 2010.

Sherry L. Dietz
Notary Public

My Commission Expires: June 3, 2012



UNOFFICIAL COPY

EXHIBIT A

Legal Description of Shopping Center

LOT 3 IN ORLAND COURT SUBDIVISION, A PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1981 AS DOCUMENT 25811986, IN COOK COUNTY, ILLINOIS.

THAT PART OF LOT 4 IN ORLAND COURT SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1981 AS DOCUMENT NUMBER 25811986, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERNMOST NORTHWEST CORNER OF SAID LOT 4, SAID CORNER BEING ALSO THE SOUTHWEST CORNER OF LOT 2 IN SAID ORLAND COURT SUBDIVISION; THENCE SOUTH 89 DEGREES 59 MINUTES 15 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 2, SAID LINE BEING IN COMMON WITH SAID LOT 4, 641.47 FEET TO A CORNER THEREOF; THENCE NORTH 00 DEGREES 00 MINUTES 45 SECONDS EAST, 92.00 FEET TO AN ANGLE POINT IN SAID LINE; THENCE NORTH 45 DEGREES 00 MINUTES 45 SECONDS EAST ALONG SAID LINE, 117.69 FEET TO ANOTHER ANGLE POINT; THENCE SOUTH 89 DEGREES 59 MINUTES 15 SECONDS EAST ALONG SAID LINE, 70.10 FEET TO A CORNER; THENCE SOUTH 89 DEGREES 21 MINUTES 41 SECONDS EAST 85.52 FEET TO AN ANGLE POINT IN THE NORTHERLY LINE OF LOT 3 IN SAID ORLAND COURT SUBDIVISION; THENCE SOUTH 45 DEGREES 00 MINUTES 45 SECONDS WEST ALONG A NORTHWESTERLY LINE OF SAID LOT 3, SAID LINE BEING IN COMMON WITH SAID LOT 4, 272.70 FEET TO A NON-TANGENTIAL POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A 377.03 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, AN ARC DISTANCE OF 96.48 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 13 DEGREES 59 MINUTES 14 SECONDS EAST, 88.99 FEET; THENCE SOUTH 76 DEGREES 00 MINUTES 46 SECONDS WEST, 94.41 FEET; THENCE SOUTH 13 DEGREES 59 MINUTES 14 SECONDS EAST, 306.16 FEET; THENCE NORTH 76 DEGREES 00 MINUTES 46 SECONDS EAST, 94.41 FEET; THENCE SOUTH 13 DEGREES 59 MINUTES 14 SECONDS EAST, 155.00 FEET; THENCE SOUTH 11 DEGREES 06 MINUTES 22 SECONDS WEST, 117.90 FEET; THENCE NORTH 13 DEGREES 59 MINUTES 14 SECONDS WEST, 40.40 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 18 SECONDS EAST, 5.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 56 SECONDS EAST, 108.67 FEET; THENCE SOUTH 76 DEGREES 07 MINUTES 00 SECONDS WEST, 233.25 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 12 SECONDS EAST, 52.65 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 18 SECONDS WEST, 0.41 FEET; THENCE SOUTH 38 DEGREES 31 MINUTES 36 SECONDS WEST, 60.80 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 14 SECONDS WEST, 300.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 46 SECONDS WEST, 315.00 FEET; THENCE SOUTH 89

UNOFFICIAL COPY

DEGREES 59 MINUTES 14 SECONDS EAST, 300.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 46 SECONDS WEST, 215.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 14 SECONDS EAST, 260.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 46 SECONDS EAST, 130.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 14 SECONDS EAST, 15.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 46 SECONDS EAST, 30.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 14 SECONDS EAST, 280.00 FEET TO THE NORTHWEST CORNER OF LOT 7 IN SAID ORLAND COURT SUBDIVISION; THENCE SOUTH 00 DEGREES 00 MINUTES 45 SECONDS WEST, 242.85 FEET TO THE SOUTH LINE OF THE NORTH 2447.35 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 15, SAID LINE BEING ALSO THE SOUTH LINE OF SAID LOT 4 IN ORLAND COURT SUBDIVISION; THENCE NORTH 89 DEGREES 45 MINUTES 05 SECONDS WEST ALONG SAID SOUTH LINE OF LOT 4, 615.49 FEET TO THE SOUTHEAST CORNER OF LOT 2 IN ORLAND II SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 29, 2003 AS DOCUMENT 8920134755; THENCE NORTH 00 DEGREES 00 MINUTES 15 SECONDS WEST, 252.00 FEET; THENCE NORTH 73 DEGREES 55 MINUTES 14 SECONDS WEST, 88.20 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 05 SECONDS WEST, 300.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 45 SECONDS EAST, 18.50 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 15 SECONDS WEST, 136.26 FEET TO A POINT IN THE EAST RIGHT OF WAY LINE OF LA GRANGE ROAD; THENCE NORTH 00 DEGREES 00 MINUTES 15 SECONDS WEST, 65.02 FEET TO THE SOUTHWEST CORNER OF LOT 9 IN SAID ORLAND COURT SUBDIVISION; THENCE SOUTH 89 DEGREES 59 MINUTES 15 SECONDS EAST, 136.28 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH 00 DEGREES 00 MINUTES 45 SECONDS EAST, 228.87 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 45 SECONDS WEST, 136.35 FEET TO A POINT IN THE EAST RIGHT OF WAY LINE OF LA GRANGE ROAD; THENCE NORTH 00 DEGREES 00 MINUTES 15 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE, 776.95 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

THAT PART OF LOT 1 IN THE RESUBDIVISION OF PART OF LOT 4, ORLAND COURT SUBDIVISION BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 17, 1985 AS DOCUMENT 27515179, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 7 IN SAID ORLAND COURT SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1981 AS DOCUMENT 25811986; THENCE NORTH 89 DEGREES 59 MINUTES 14 SECONDS WEST A DISTANCE OF 340.23 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 45 SECONDS EAST A DISTANCE OF 327.72 FEET TO A POINT ON THE SOUTH LINE OF LOT 3 IN SAID ORLAND COURT SUBDIVISION; THENCE SOUTH 89 DEGREES 59 MINUTES 15 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 3 A DISTANCE OF 340.12 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 45 SECONDS WEST A DISTANCE OF 4.83 FEET TO THE NORTHEAST CORNER OF LOT 6 IN SAID ORLAND COURT

UNOFFICIAL COPY

SUBDIVISION; THENCE NORTH 89 DEGREES 59 MINUTES 15 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 6 A DISTANCE OF 107.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE SOUTH 00 DEGREES 00 MINUTES 45 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 6 A DISTANCE OF 288.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 59 MINUTES 15 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 6 A DISTANCE OF 107.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 00 DEGREES 00 MINUTES 45 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

THAT PART OF LOT 4 IN ORLAND COURT SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1981 AS DOCUMENT 25811986, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST END OF THE NORTHERNMOST LINE OF SAID LOT 1, SAID LINE HAVING A RECORD DISTANCE OF 221.80 FEET, IN THE RESUBDIVISION OF PART OF LOT 1, ORLAND COURT SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 17, 1985 AS DOCUMENT 27515179; THENCE SOUTH 89 DEGREES 56 MINUTES 18 SECONDS WEST ON SAID LINE 221.39 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 01 MINUTES 12 SECONDS EAST 8.53 FEET; THENCE SOUTH 44 DEGREES 26 MINUTES 37 SECONDS WEST 54.68 FEET TO AN ANGLE POINT IN THE NORTH LINE OF SAID LOT 1; THENCE NORTH 38 DEGREES 31 MINUTES 36 SECONDS EAST ON SAID NORTH LINE, 60.80 FEET TO THE WEST END OF SAID NORTHERNMOST LINE OF LOT 1; THENCE NORTH 89 DEGREES 56 MINUTES 18 SECONDS EAST ON SAID NORTHERNMOST LINE 0.41 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

THAT PART OF LOT 4 IN ORLAND COURT SUBDIVISION, BEING A SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1981 AS DOCUMENT NO. 25811986, AND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEASTERMOST CORNER OF SAID LOT 4, SAID CORNER BEING ON THE WEST RIGHT OF WAY LINE OF 96TH AVENUE; THENCE SOUTH 00 DEGREES 00 MINUTES 45 SECONDS WEST ALONG SAID WEST RIGHT OF WAY LINE, 76.71 FEET TO THE NORTHEAST CORNER OF LOT 5 IN SAID ORLAND COURT SUBDIVISION; THENCE NORTH 89 DEGREES 59 MINUTES 15 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 5, 146.50 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00 DEGREES 00 MINUTES 45 SECONDS WEST ALONG THE WESTLINE OF LOT 5, 174.50 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89 DEGREES 59 MINUTES 15 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 5, 146.50 FEET TO THE

UNOFFICIAL COPY

SOUTHEAST CORNER THEREOF, SAID CORNER BEING ALSO ON THE WEST RIGHT OF WAY LINE OF SAID 96TH AVENUE; THENCE SOUTH 00 DEGREES 00 MINUTES 45 SECONDS WEST ALONG SAID WEST RIGHT OF WAY LINE, 145.83 FEET TO THE NORTHEAST CORNER OF LOT 3 IN SAID ORLAND COURT SUBDIVISION; THENCE NORTH 89 DEGREES 59 MINUTES 15 SECONDS WEST ALONG A NORTHERLY LINE OF SAID LOT 3, 364.07 FEET TO AN ANGLE POINT IN SAID LOT LINE; THENCE NORTH 89 DEGREES 21 MINUTES 41 SECONDS WEST, 85.52 FEET TO A POINT ON THE NORTHERLY LOT LINE OF SAID LOT 4, SAID LOT LINE BEING IN COMMON WITH LOT 2 IN SAID ORLAND COURT SUBDIVISION; THENCE NORTH 00 DEGREES 00 MINUTES 45 SECONDS EAST ALONG SAID COMMON LOT LINE, 20.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 15 SECONDS EAST ALONG SAID COMMON LOT LINE, 79.58 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 45 SECONDS EAST ALONG SAID COMMON LOT LINE, 319.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 15 SECONDS EAST ALONG SAID COMMON LOT LINE, 49.70 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 45 SECONDS EAST ALONG SAID COMMON LOT LINE, 58.53 FEET TO THE NORTH LINE OF SAID LOT 4; THENCE SOUTH 89 DEGREES 44 MINUTES 40 SECONDS EAST ALONG SAID NORTH LINE OF LOT 4, 320.30 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EASEMENTS FOR THE BENEFIT OF PARCELS 3, 4, 5, 6 AND 8 CONTAINED IN THE DECLARATION OF RESTRICTIONS AND EASEMENTS FOR ORLAND PARK PLACE DATED APRIL 17, 1995 AND RECORDED APRIL 18, 1995 AS DOCUMENT 95255390.

EASEMENTS FOR THE BENEFIT OF PARCELS 3, 4, 5, 6 AND 8 CONTAINED IN AMENDED AND RESTATED RECIPROCAL CONSTRUCTION, OPERATION AND EASEMENT AGREEMENT RECORDED JULY 21, 1998 AS DOCUMENT 98630610, BY KOHL'S DEPARTMENT STORES, INC., MONTGOMERY WARD & CO., INCORPORATED, MONTGOMERY WARD DEVELOPMENT CORPORATION, AND ORLAND, L.L.C., AMENDING THAT AGREEMENT RECORDED AS DOCUMENT NUMBER 25230921 AND AMENDMENT RECORDED AS DOCUMENT NUMBER 25811985; AND

FIRST AMENDMENT TO AMENDED AND RESTATED RECIPROCAL CONSTRUCTION, OPERATION AND EASEMENT AGREEMENT DATED AS OF DECEMBER 31, 1999 AND RECORDED MARCH 9, 2000 AS DOCUMENT 00171863, BY KOHL'S DEPARTMENT STORES, INC., MONTGOMERY WARD, LLC, SUCCESSOR IN INTEREST TO MONTGOMERY WARD & CO., INCORPORATED, MONTGOMERY WARD DEVELOPMENT, LLC, SUCCESSOR IN INTEREST TO MONTGOMERY WARD DEVELOPMENT CORPORATION, AND ORLAND, L.L.C.; AND

SECOND AMENDMENT TO AMENDED AND RESTATED RECIPROCAL CONSTRUCTION, OPERATION AND EASEMENT AGREEMENT RECORDED JULY 27, 2001 AS DOCUMENT 0010677502; AND THIRD AMENDMENT TO AMENDED AND RESTATED RECIPROCAL CONSTRUCTION, OPERATION AND EASEMENT AGREEMENT RECORDED AUGUST 11, 2003 AS DOCUMENT 0322316090.

UNOFFICIAL COPY

LOT 2 IN ORLAND COURT SUBDIVISION, A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1981 AS DOCUMENT 25811986, IN COOK COUNTY, ILLINOIS, **(EXCEPT THEREFROM THAT PART OF LOT 2 DESCRIBED AS FOLLOWS:** COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2, THENCE SOUTH 0 DEGREES 00 MINUTES 22 SECONDS EAST ALONG THE WEST BOUNDARY OF SAID LOT 2 FOR A DISTANCE OF 237.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 11.89 FEET TO THE POINT OF BEGINNING, SAID POINT LYING 60.00 FEET (MEASURED PERPENDICULARLY) EAST OF THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 15; THENCE CONTINUING NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 189.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 260.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 189.00 FEET TO A POINT WHICH LIES 60.00 FEET (MEASURED PERPENDICULARLY) EAST OF SAID WEST LINE OF THE NORTHWEST 1/4 OF SECTION 15; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A LINE WHICH LIES 60.00 FEET EAST OF AND PARALLEL TO SAID WEST LINE OF THE NORTHWEST 1/4 OF SECTION 15 FOR A DISTANCE OF 260.00 FEET TO THE POINT OF BEGINNING.

LOT 1 IN ORLAND COURT SUBDIVISION, A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED MARCH 20, 1981 AS DOCUMENT 25811986, IN COOK COUNTY, ILLINOIS.

LOT 12 IN ORLAND COURT SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1981 AS DOCUMENT 25811986, IN COOK COUNTY, ILLINOIS.

EASEMENTS FOR THE BENEFIT OF PARCELS 1, 2, 7, 9 AND 10 CONTAINED IN THE DECLARATION OF RESTRICTIONS AND EASEMENTS FOR ORLAND PARK PLACE DATED APRIL 17, 1995 AND RECORDED APRIL 18, 1995 AS DOCUMENT 95255390.

EASEMENTS FOR THE BENEFIT OF PARCELS 1, 2, 7, 9 AND 10 CONTAINED IN AMENDED AND RESTATED RECIPROCAL CONSTRUCTION, OPERATION AND EASEMENT AGREEMENT RECORDED JULY 21, 1998 AS DOCUMENT 98630610, BY KOHL'S DEPARTMENT STORES, INC., MONTGOMERY WARD & CO., INCORPORATED, MONTGOMERY WARD DEVELOPMENT CORPORATION, AND ORLAND, L.L.C., AMENDING THAT AGREEMENT RECORDED AS DOCUMENT NUMBER 25230921 AND AMENDMENT RECORDED AS DOCUMENT NUMBER 25811985; AND

FIRST AMENDMENT TO AMENDED AND RESTATED RECIPROCAL CONSTRUCTION, OPERATION AND EASEMENT AGREEMENT DATED AS OF DECEMBER 31, 1999 AND

UNOFFICIAL COPY

RECORDED MARCH 9, 2000 AS DOCUMENT 00171863, BY KOHL'S DEPARTMENT STORES, INC., MONTGOMERY WARD, LLC, SUCCESSOR IN INTEREST TO MONTGOMERY WARD & CO., INCORPORATED, MONTGOMERY WARD DEVELOPMENT, LLC, SUCCESSOR IN INTEREST TO MONTGOMERY WARD DEVELOPMENT CORPORATION, AND ORLAND, L.L.C.; AND

SECOND AMENDMENT TO AMENDED AND RESTATED RECIPROCAL CONSTRUCTION, OPERATION AND BASEMENT AGREEMENT RECORDED JULY 27, 2001 AS DOCUMENT 0010677502; AND THIRD AMENDMENT TO AMENDED AND RESTATED RECIPROCAL CONSTRUCTION, OPERATION AND EASEMENT AGREEMENT RECORDED AUGUST 11, 2003 AS DOCUMENT 0322316090.

LOT 5 IN ORLAND COURT SUBDIVISION, A SUBDIVISION OF PART OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED MARCH 20, 1981 AS DOCUMENT 25811986, IN COOK COUNTY, ILLINOIS.

THAT PART OF LOT 2 IN ORLAND COURT SUBDIVISION, A SUBDIVISION OF PART OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1981 AS DOCUMENT 25811986, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2, THENCE SOUTH 0 DEGREES 00 MINUTES 22 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 2 FOR A DISTANCE OF 237.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES, 00 SECONDS EAST FOR A DISTANCE OF 11.89 FEET TO THE POINT OF BEGINNING, SAID POINT LYING 60.00 FEET (MEASURED PERPENDICULARLY) EAST OF THE WEST LINE OF THE NORTHWEST ¼ OF SECTION 15; THENCE CONTINUING NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST FOR A DISTANCE OF 129.00 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST FOR A DISTANCE OF 260 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 WEST FOR A DISTANCE OF 189.00 FEET TO A POINT WHICH LIES 60.00 FEET (MEASURED PERPENDICULARLY) EAST OF SAID WEST LINE OF THE NORTHWEST ¼ OF SECTION 15; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG A LINE WHICH LIES 60.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF THE NORTHWEST ¼ OF SECTION 15 FOR A DISTANCE OF 260.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

THAT PART OF LOT 4 IN ORLAND COURT SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: