

# UNOFFICIAL COPY

This instrument was prepared by

And after recording return to:

Robert N. Sodikoff

Aronberg Goldgehn

330 North Wabash, Suite 1700

Chicago, IL 60611



Doc#: 1121444016 Fee: \$126.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/02/2011 02:16 PM Pg: 1 of 46

First American Title Order # NCS46903334 469035JEL 2049

FIRST AMENDMENT

TO FORD CITY-TOOTSIE ROLL AGREEMENT DATED AUGUST 30, 1993

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Robert N. Sodikoff  
Aronberg Goldgehn  
330 North Wabash - Suite 1700  
Chicago, Illinois 60611

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Space above this line for Recorder's use only

## FIRST AMENDMENT

### TO FORD CITY-TOOTSIE ROLL AGREEMENT DATED AUGUST 30, 1993

This First Amendment (the "Amendment") to the Ford City-Tootsie Roll Agreement dated August 30, 1993 by and between CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION AS SUCCESSOR TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, NOT PERSONALLY, BUT AS TRUSTEE UNDER A TRUST AGREEMENT DATED MARCH 1, 1987 AND KNOWN AS TRUST NO. 101496-07 (the "ANB Trust"), an Illinois land trust, with an address c/o Equity Properties and Development Company, Suite 100, Two North Riverside Plaza, Chicago, Illinois 60606, and THE TOOTSIE ROLL COMPANY, INC. ("Tootsie Roll"), an Illinois corporation with an office at 7401 South Cicero Avenue, Chicago, Illinois 60629, is entered into as of the 21 day of July, 2011.

## RECITALS

A. ANB Trust and Tootsie Roll have previously entered into that certain Ford City-Tootsie Roll Agreement dated August 30, 1993, which was recorded in the office of the Cook County Recorder of Deeds on August 30, 1993 as Document No. 93688204, a copy of which is attached hereto as Exhibit D (the "Agreement"), wherein ANB Trust and Tootsie Roll agreed upon, among other things, an allocation of various rights and obligations concerning the interrelationships of the Ford City Mall, which is defined in the Agreement as all portions of the Ford City Complex (as more fully described in Exhibit A attached hereto and incorporated herein by this reference) other than the Tootsie Roll Parcel. The Tootsie Roll Parcel was defined in the Agreement by the legal description set forth on Exhibit B attached hereto and incorporated herein by this reference.

B. ANB Trust and Tootsie Roll are parties to that certain Purchase and Sale Agreement dated July 21, 2011, wherein Tootsie Roll agreed to purchase from ANB Trust, and the ANB Trust agreed to sell to Tootsie Roll, the following: (1) the real property described on Exhibit B-1 hereto and referred to herein as the "Former Sears/Homelife Parcel" and all improvements thereon; and (2) the real property described on Exhibit B-2 hereto and referred to herein as the "Vacant Parcel" and all improvements thereon.

C. ANB Trust and Tootsie desire to amend the Agreement as provided herein to reflect modifications of the Agreement caused by Tootsie Roll's acquisition of the Former Sears/Homelife Parcel and the Vacant Parcel.

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THEREFORE, in consideration of the above Recitals, the mutual covenants and agreements herein set forth and the benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ANB Trust and Tootsie Roll, intending to be legally bound, agree as follows:

1. Addition to the Tootsie Roll Parcel. Recital B of the Agreement is modified to provide that the definition of "Tootsie Roll Parcel" includes the real property described on Exhibit B, Exhibit B-1 and Exhibit B-2 attached hereto, and all improvements on such real property.
2. Definition of Ford City Mall. Recital B of the Agreement is modified to provide that the definition of "Ford City Mall" excludes the real property described on Exhibit B, Exhibit B-1 and Exhibit B-2 attached hereto, and all improvements on such real property.
3. Private Roadway System. Section 3 of the Agreement is modified to reflect that:
  - (i) ANB Trust grants to Tootsie Roll a perpetual and non-exclusive easement and right of access for ingress and egress for pedestrian and vehicular traffic (including truck traffic) for those portions of the Private Roadway System directly south of the Former Sears/Homelife Parcel (as set forth on Exhibit C-1 hereto); and
  - (ii) ANB Trust grants to Tootsie Roll a perpetual and non-exclusive easement and right of access for ingress and egress for pedestrian and vehicular traffic (including truck traffic) for those portions of the Private Roadway System to the south of the Vacant Parcel (as set forth on Exhibit C-2 hereto).
4. Tunnels. Section 5 of the Agreement is modified to reflect that the portion of the east-west tunnel under the Former Sears/Homelife Parcel is owned by Tootsie Roll and Tootsie Roll acknowledges ANB Trust's right of access to such portion of the east-west tunnel.
5. Utility Facilities. The first sentence of Section 6(A) is deleted and the following is inserted in its place:
 

"There are located throughout the Ford City Complex storm and sanitary sewer lines and connections, pump room equipment and systems, sump pumps, roof drains, electrical supply and distribution system and equipment, electrical service conduits and feeders, natural gas supply and distribution system and equipment, water supply distribution system and equipment, steam and condensate systems and equipment, signal circuits for fire, security and telephone, and other utility lines, systems, facilities and equipment (collectively, the "Utility Facilities") that provide service to the Ford City Mall, the Tootsie Roll Parcel and/or other property."

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6. Vault/Well Agreement. Section 6(D) of the Agreement is modified to reflect that the well and water vault located in the Vacant Parcel is owned by Tootsie Roll.

7. Party Wall. The following provision is hereby added to the end of Section 7 of the Agreement:

“Notwithstanding the foregoing, the provisions of this Section 7 relating to the south property line wall shall not apply to those portions of the wall located in the Former Sears/Homelife Parcel as legally described on Exhibit B-1 hereto. However Section 7 shall apply to any party wall separating the Former Sears/Homelife Parcel from adjacent property retained by ANB Trust to the west of the Former Sears/Homelife Parcel.”

8. Roof Maintenance. The following provision is hereby added to the end of Section 8:

“Notwithstanding the foregoing, for purposes of this Section 8, the roof over the IRI Building shall include that portion of the roof over the Former Sears/Homelife Parcel.”

9. Trustee Exculpation. This Amendment is executed by Chicago Title Land Trust Company as Successor Trustee to LaSalle Bank National Association as Successor Trustee to American National Bank and Trust Company of Chicago (“Chicago Title”), as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Chicago Title hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed by every person, firm or corporation hereafter claiming any interest under this Amendment that Chicago Title, as Trustee as aforesaid, and not personally, has joined in the execution of this Amendment for the sole purpose of subjecting the title holding interest and the trust estate under Trust No. 101496-07 to the terms of this Agreement; that any and all obligations, duties, covenants, indemnities, and agreements of every nature herein set forth by Chicago Title, as Trustee as aforesaid, to be kept or performed, are intended to be kept, performed and discharged by the beneficiaries under said Trust No. 101496-07 or their successors, and not by Chicago Title personally; and further, that no duty shall rest upon Chicago Title either personally or as such Trustee, to sequester trust assets, rentals, avails or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation, express or implied, arising under the terms of this Amendment, except where said Trustee is acting pursuant to direction as provided by the terms of said Trust No. 01496-07, and after the Trustee has been supplied with funds required for the purpose. In the event of conflict between the terms of this Section 8 and the remainder of this Amendment on any questions of apparent liability or obligation resting upon said Trustee, the exculpatory provision hereof shall be controlling.

10. Full Force and Effect. Except as otherwise provided herein, the Agreement shall remain in full force and effect.

11. Exhibits. The Exhibits attached hereto are incorporated herein and made a part of this Amendment by this reference thereto.

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[Signature Page Follows]

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IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date first above written.



Attest:

Attestation not required  
 Its pursuant to corporate by-laws.

CHICAGO TITLE LAND TRUST COMPANY  
 AS SUCCESSOR TRUSTEE TO LASALLE  
 BANK NATIONAL ASSOCIATION AS  
 SUCCESSOR TRUSTEE TO AMERICAN  
 NATIONAL BANK AND TRUST COMPANY OF  
 CHICAGO, NOT PERSONALLY, BUT SOLELY  
 AS TRUSTEE AS AFORESAID

By: \_\_\_\_\_  
 Its: \_\_\_\_\_

THE TOOTSIE ROLL COMPANY, INC.  
 an Illinois corporation

By: \_\_\_\_\_  
 Its: \_\_\_\_\_

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date first above written.


CHICAGO TITLE LAND TRUST COMPANY  
AS SUCCESSOR TRUSTEE TO LASALLE  
BANK NATIONAL ASSOCIATION AS  
SUCCESSOR TRUSTEE TO AMERICAN  
NATIONAL BANK AND TRUST COMPANY OF  
CHICAGO, NOT PERSONALLY, BUT SOLELY  
AS TRUSTEE AS AFORESAID

Attest:

Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

THE TOOTSIE ROLL COMPANY, INC.  
an Illinois corporation

By:   
Its: \_\_\_\_\_  
G. Howard Ember  
Vice President-Finance

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STATE OF ILLINOIS            )  
   ) SS  
 COUNTY OF COOK            )

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_, the \_\_\_\_\_ and \_\_\_\_\_ of CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION AS SUCCESSOR TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said bank for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
 Notary Public

My commission expires: \_\_\_\_\_

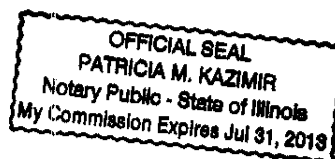
STATE OF ILLINOIS            )  
   ) SS  
 COUNTY OF COOK            )

I, PATRICIA M. KAZIMIR, a Notary Public in and for said County in the State aforesaid, do hereby certify that G. HOWARD EMBERT, the VP-FINANCE of THE TOOTSIE ROLL COMPANY, INC., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VP-FINANCE appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own 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 29th day of JULY, 2011.

Patricia M. Kazimir  
 Notary Public


My commission expires: 7/29/13



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## EXHIBIT A

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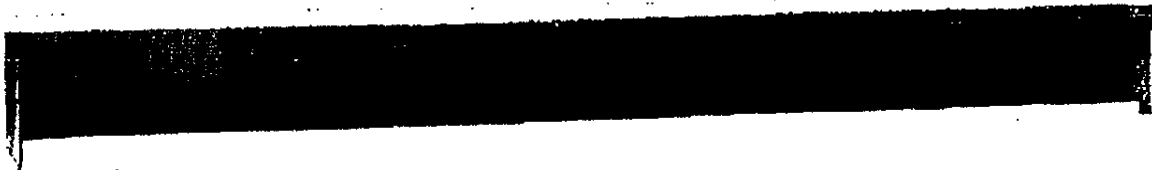


EXHIBIT A  
FORD CITY COMPLEX

LOTS 1, 2 AND 4 IN FORD CITY SUBDIVISION OF PARTS OF  
THE NORTH 3/4 OF SECTION 27 AND THE SOUTHWEST QUARTER OF SECTION  
22, BOTH IN TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRIN-  
CIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 29,  
1986 AS DOCUMENT NO. 88166800, IN COOK COUNTY, ILLINOIS.

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14-27-304-022

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## EXHIBIT B

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## EXHIBIT B

## TOOTSIE ROLL

A TRACT OF LAND COMPRISED OF PARTS OF LOTS 1 AND 2 IN "FORD CITY SUBDIVISION" OF PARTS OF THE NORTH THREE QUARTERS OF SECTION 27 AND THE SOUTHWEST QUARTER OF SECTION 22, BOTH IN TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 29, 1986 AS DOCUMENT 36166800, IN COOK COUNTY, ILLINOIS, SAID PARTS OF LOTS 1 AND 2 BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF LOT 2 IN "FORD CITY SUBDIVISION" WHICH IS 2506.00 FEET, MEASURED PERPENDICULARLY, EAST FROM THE WEST LINE OF SECTION 27, AND 1091.30 FEET, MEASURED PERPENDICULARLY, NORTH FROM A STRAIGHT LINE (HEREINAFTER REFERRED TO AS LINE "A") WHICH EXTENDS FROM A POINT ON SAID WEST LINE OF SECTION 27 WHICH IS 644.86 FEET SOUTH FROM THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION, TO A POINT ON THE EAST LINE OF SAID SECTION 27 WHICH IS 619.17 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SOUTH HALF;

THENCE WEST ALONG A LINE 1091.30 FEET NORTH FROM AND PARALLEL WITH SAID LINE "A", A DISTANCE OF 334.00 FEET;

THENCE NORTH ALONG A LINE WHICH IS 2182.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 196.07 FEET TO A POINT ON THE SOUTH LINE OF LOT 1 AFORESAID;

THENCE WEST ALONG SAID SOUTH LINE (BEING A LINE 1337.37 FEET NORTH FROM AND PARALLEL WITH LINE "A") A DISTANCE OF 966.00 FEET;

THENCE NORTH ALONG A LINE WHICH IS 1316.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 60.73 FEET;

THENCE WEST ALONG A LINE WHICH IS 1248.00 FEET NORTH FROM AND PARALLEL WITH LINE "A", A DISTANCE OF 115.50 FEET;

THENCE SOUTH ALONG A LINE WHICH IS 1100.50 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 60.73 FEET TO A POINT ON THE AFOREMENTIONED SOUTH LINE OF LOT 1;

THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 17.95 FEET;

THENCE NORTH ALONG A LINE WHICH IS 632.45 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 30.73 FEET;

THENCE WEST ALONG A LINE WHICH IS 1318.00 FEET NORTH FROM AND PARALLEL WITH LINE "A", A DISTANCE OF 39.35 FEET;

THENCE SOUTH ALONG A LINE WHICH IS 642.90 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 30.73 FEET TO A POINT ON THE SOUTH LINE OF LOT 1 AFORESAID;

THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 151.35 FEET TO AN INTERSECTION WITH THE NORTHWARD EXTENSION OF THE WEST FACE OF AN EXISTING BUILDING;

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THENCE SOUTH ALONG SAID NORTHWARD EXTENSION AND ALONG SAID WEST FACE (BEING A LINE 490.55 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27) A DISTANCE OF 17.31 FEET TO AN INTERSECTION WITH THE NORTH FACE OF AN EXISTING BUILDING;

THENCE WEST ALONG SAID NORTH FACE (BEING A LINE 1269.96 FEET NORTH FROM AND PARALLEL WITH LINE "A") A DISTANCE OF 70.36 FEET TO AN INTERSECTION WITH THE EAST FACE OF AN EXISTING BUILDING;

THENCE NORTH ALONG SAID EAST FACE AND ALONG THE NORTHWARD EXTENSION OF SAID EAST FACE (BEING A LINE 420.19 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27) A DISTANCE OF 17.31 FEET TO A POINT ON THE AFOREMENTIONED SOUTH LINE OF LOT 1;

THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 169.89 FEET TO AN INTERSECTION WITH THE SOUTHWARD EXTENSION OF THE EAST LINE OF LOT 4 IN "FORD CITY SUBDIVISION" AFORESAID;

THENCE NORTH ALONG SAID SOUTHWARD EXTENSION AND ALONG SAID EAST LINE (BEING A LINE 250.30 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27) A DISTANCE OF 420.18 FEET TO THE NORTHEAST CORNER OF LOT 4;

THENCE WEST ALONG THE NORTH LINE OF SAID LOT 4 (BEING A LINE 1707.45 FEET NORTH FROM AND PARALLEL WITH LINE "A") A DISTANCE OF 190.30 FEET TO THE NORTHWEST CORNER OF LOT 4;

THENCE NORTH ALONG THE WEST LINE OF LOT 1 IN "FORD CITY SUBDIVISION", BEING ALSO THE EAST LINE OF SOUTH CICOLO AVENUE, (SAID EAST LINE OF CICOLO AVENUE BEING A LINE 60.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27) A DISTANCE OF 40.55 FEET;

THENCE EAST ALONG A LINE 1107.50 FEET NORTH FROM AND PARALLEL WITH LINE "A", A DISTANCE OF 385.50 FEET;

THENCE NORTH ALONG A LINE 445.50 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 17.00 FEET;

THENCE WEST ALONG A LINE 2681.50 FEET NORTH FROM AND PARALLEL WITH LINE "A", A DISTANCE OF 92.11 FEET;

THENCE WESTWARDLY AND SOUTHWESTWARDLY ALONG A CURVED LINE, TANGENT TO THE LAST DESCRIBED LINE, CONVEXED NORTHWESTERLY AND HAVING A RADIUS OF 267.67 FEET, A DISTANCE OF 13.32 FEET;

THENCE SOUTH 61 DEGREES 14 MINUTES 56 SECONDS WEST ALONG A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 80.47 FEET;

THENCE SOUTHWESTWARDLY ALONG A CURVED LINE, TANGENT TO THE LAST DESCRIBED LINE, CONVEXED SOUTHERLY AND HAVING A RADIUS OF 22.12 FEET, A DISTANCE OF 9.07 FEET;

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THENCE SOUTHWESTWARDLY AND WESTWARDLY ALONG A CURVED LINE TANGENT TO THE LAST DESCRIBED CURVED LINE, CONVEXED SOUTHERLY AND HAVING A RADIUS OF 499.16 FEET, A DISTANCE OF 19.75 FEET;

THENCE SOUTH 88 DEGREES 09 MINUTES 52 SECONDS WEST ALONG A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 55.43 FEET TO A POINT ON THE AFOREMENTIONED WEST LINE OF LOT 1 IN "FORD CITY SUBDIVISION";

THENCE NORTH ALONG SAID WEST LINE OF LOT 1, BEING ALSO THE EAST LINE OF SOUTH CICERO AVENUE, A DISTANCE OF 29.96 FEET TO A CORNER OF SAID LOT 1;

THENCE EAST ALONG A NORTH LINE OF LOT 1 (BEING A LINE 2633.50 FEET NORTH FROM AND PARALLEL WITH LINE "A") A DISTANCE OF 8.30 FEET;

THENCE EASTWARDLY AND NORTHEASTWARDLY ALONG A NORTHERLY LINE OF LOT 1, BEING A CURVED LINE TANGENT TO THE LAST DESCRIBED LINE, CONVEXED SOUTHERLY AND HAVING A RADIUS OF 76.375 FEET, A DISTANCE OF 46.96 FEET;

THENCE NORTH 55 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A NORTHERLY LINE OF LOT 1 WHICH IS TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 73.14 FEET;

THENCE NORTHEASTWARDLY AND EASTWARDLY ALONG A NORTHERLY LINE OF LOT 1, BEING A CURVED LINE TANGENT TO THE LAST DESCRIBED LINE, CONVEXED NORTHERLY AND HAVING A RADIUS OF 73.75 FEET, A DISTANCE OF 51.36 FEET;

THENCE EAST ALONG A NORTH LINE OF LOT 1 (BEING A LINE 2704.50 FEET NORTH FROM AND PARALLEL WITH LINE "A" AND TANGENT TO THE LAST DESCRIBED LINE) A DISTANCE OF 22.36 FEET;

THENCE NORTH ALONG A WEST LINE OF LOT 1 (BEING A LINE 243.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27) A DISTANCE OF 19.00 FEET;

THENCE EAST ALONG A NORTH LINE OF LOT 1 (BEING A LINE 3723.50 FEET NORTH FROM AND PARALLEL WITH LINE "A") AND ALONG AN EASTWARD EXTENSION OF SAID NORTH LINE, A DISTANCE OF 1537.03 FEET;

THENCE NORTH ALONG A LINE 1780.04 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 76.00 FEET;

THENCE WEST ALONG A LINE 3799.50 FEET NORTH FROM AND PARALLEL WITH LINE "A", A DISTANCE OF 50.00 FEET;

THENCE NORTH ALONG A LINE 1730.04 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 454.56 FEET TO AN INTERSECTION WITH A NORTHERLY LINE OF LOT 1 IN "FORD CITY SUBDIVISION" AFORESAID;

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THENCE SOUTH 68 DEGREES 33 MINUTES 56 SECONDS EAST ALONG SAID NORTHERLY LINE OF LOT 1, A DISTANCE OF 994.12 FEET TO AN INTERSECTION WITH THE NORTH AND SOUTH CENTERLINE OF SECTION 27;

THENCE SOUTH 73 DEGREES 56 MINUTES 49 SECONDS EAST ALONG SAID NORTHERLY LINE OF LOT 1, A DISTANCE OF 374.92 FEET TO AN INTERSECTION WITH A LINE WHICH IS 3018.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27;

THENCE SOUTH ALONG SAID PARALLEL LINE (BEING AN EAST LINE OF SAID LOT 1) A DISTANCE 31.57 FEET;

THENCE NORTH 73 DEGREES 35 MINUTES 10 SECONDS WEST ALONG THE BOUNDARY OF SAID LOT 1, A DISTANCE OF 92.55 FEET;

THENCE NORTHWESTWARDLY ALONG A CURVED LINE, TANGENT TO THE LAST DESCRIBED LINE, CONVEXED SOUTHWESTWARDLY, AND HAVING A RADIUS OF 2887.94 FEET, A DISTANCE OF 250.90 FEET;

THENCE NORTH 68 DEGREES 56 MINUTES 30 SECONDS WEST ALONG THE BOUNDARY OF LOT 1, A DISTANCE OF 186.78 FEET TO AN EAST LINE OF SAID LOT 1;

THENCE SOUTH ALONG SAID EAST LINE AND THE SOUTHWARD EXTENSION THEREOF (SAID EAST LINE BEING 2517.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27) A DISTANCE OF 928.06 FEET TO AN INTERSECTION WITH A SOUTH LINE OF LOT 1;

THENCE WEST ALONG SAID SOUTH LINE (BEING A LINE 1955.00 FEET NORTH FROM AND PARALLEL WITH LINE "A") A DISTANCE OF 11.00 FEET TO A CORNER OF SAID LOT 1;

THENCE SOUTH ALONG AN EAST LINE OF LOT 2 (BEING A LINE 2506.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27) A DISTANCE OF 863.80 FEET TO THE POINT OF BEGINNING;

EXCEPTING FROM THE ABOVE DESCRIBED TRACT, THAT PART OF LOT 1 IN "FORD CITY SUBDIVISION" DESCRIBED AS FOLLOWS:

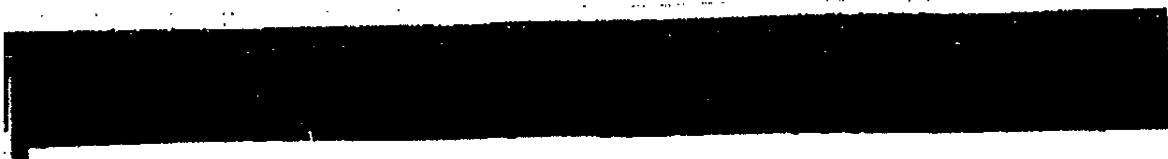
BEGINNING AT THE SOUTHEAST CORNER OF LOT 6 IN "FORD CITY SUBDIVISION" OF PARTS OF THE NORTH THREE QUARTERS OF SECTION 27 AND THE SOUTHWEST QUARTER OF SECTION 22, BOTH IN TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID SOUTHEAST CORNER BEING 2419.30 FEET (MEASURED PERPENDICULARLY) EAST FROM THE WEST LINE OF SAID SECTION 27 AND 2511.33 FEET (MEASURED PERPENDICULARLY) NORTH FROM A LINE HEREINAFTER REFERRED TO AS LINE "A", WHICH EXTENDS FROM A POINT OF THE WEST LINE OF SECTION 27 WHICH IS 644.66 FEET SOUTH FROM THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 27 TO A POINT ON THE EAST LINE OF SAID SECTION WHICH IS 619.17 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SOUTH HALF;

Revised August 5, 1993 1 9:30 A.M.

93688204



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Page 3

THENCE EAST ALONG A LINE 2511.33 FEET NORTH FROM AND  
PARALLEL WITH LINE "A", A DISTANCE OF 63.70 FEET;

THENCE SOUTH ALONG A LINE 2483.00 FEET EAST FROM AND  
PARALLEL WITH THE WEST LINE OF SECTION 27 AFORESAID, A DISTANCE OF 412.83  
FEET;

THENCE WEST ALONG A LINE 3998.50 FEET NORTH FROM AND  
PARALLEL WITH LINE "A", A DISTANCE OF 237.90 FEET;

THENCE NORTH ALONG A LINE 2246.00 FEET EAST FROM AND  
PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 412.83 FEET TO  
A POINT ON THE SOUTH LINE OF LOT 6 AFORESAID;

THENCE EAST ALONG SAID SOUTH LINE (BEING A LINE 2511.33 FEET  
NORTH FROM AND PARALLEL WITH LINE "A"), A DISTANCE OF 173.30 FEET TO THE  
POINT OF BEGINNING;

IN COOK COUNTY, ILLINOIS.

CONTAINING, AFTER SAID EXCEPTION, 3,323,880 SQUARE FEET (76.3058  
ACRES) OF LAND, MORE OR LESS.

19-27-100-045

19-27-304-029

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029

93688204

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## EXHIBIT B-1

### PARCEL 1:

PART OF LOT 2, FORD CITY SUBDIVISION, CITY OF CHICAGO, COOK COUNTY, ILLINOIS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 0, FORD CITY INDUSTRIAL RESUBDIVISION, CITY OF CHICAGO, COOK COUNTY, ILLINOIS; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 196.07 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 40 SECONDS EAST, 324.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 86.41 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 43 SECONDS WEST, 383.39 FEET; THENCE NORTH 45 DEGREES 02 MINUTES 43 SECONDS WEST, 72.89 FEET; THENCE NORTH 69 DEGREES 17 MINUTES 46 SECONDS WEST, 49.04 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 00 SECONDS WEST, ALONG THE SOUTH EDGE OF A ROOF OVERHANG, 152.01 FEET; THENCE 60.41 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.70 FEET AND A LONG CHORD SUBTENDED BEARING SOUTH 70 DEGREES 50 MINUTES 17 SECONDS WEST, 59.30 FEET; THENCE SOUTH 46 DEGREES 22 MINUTES 51 SECONDS WEST, 81.23 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 01 SECONDS WEST, ALONG THE SOUTH EDGE OF A ROOF OVERHANG, 315.29 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 15.24 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 40 SECONDS WEST, ALONG THE SOUTH FACE OF AN EXTERIOR STUCCO WALL, 3.15 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE EAST FACE OF AN INTERIOR DRYWALL WALL, 49.52 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 40 SECONDS WEST, ALONG THE NORTH FACE OF AN INTERIOR DRYWALL WALL, 41.40 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE EAST FACE OF AN INTERIOR DRYWALL WALL, 6.42 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 40 SECONDS WEST, ALONG THE NORTH FACE OF AN INTERIOR DRYWALL WALL, 11.29 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE EAST FACE OF AN INTERIOR BLOCK WALL, 210.22 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 01 SECONDS EAST, ALONG NORTH LINE OF SAID LOT 2, 800.87 FEET TO THE POINT OF BEGINNING.

### PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR THE RIGHT OF ACCESS FOR INGRESS AND EGRESS FOR PEDESTRIAN AND VEHICULAR TRAFFIC (INCLUDING TRUCK TRAFFIC) OVER THE PROPERTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART OF LOT 2, FORD CITY SUBDIVISION, CITY OF CHICAGO, COOK COUNTY, ILLINOIS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 0, FORD CITY INDUSTRIAL RESUBDIVISION, CITY OF CHICAGO, COOK COUNTY, ILLINOIS; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 196.07 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 40 SECONDS EAST, 324.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 86.41 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 32.40 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 34 SECONDS WEST, 377.00 FEET; THENCE NORTH 72 DEGREES 15 MINUTES 23 SECONDS WEST, 25.95 FEET; THENCE NORTH 48 DEGREES 23 MINUTES 21 SECONDS WEST, 77.31 FEET; THENCE NORTH 70 DEGREES 15 MINUTES 04 SECONDS WEST, 41.84 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 41 SECONDS WEST, 145.21 FEET; THENCE SOUTH 61 DEGREES 57 MINUTES 33 SECONDS WEST, 44.89 FEET; THENCE SOUTH 52 DEGREES 31 MINUTES 22 SECONDS WEST, 80.63 FEET; THENCE SOUTH 78 DEGREES 43 MINUTES 29 SECONDS WEST, 17.41 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 48 SECONDS WEST, 304.26 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 33.03 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 01 SECONDS EAST, 315.29 FEET; THENCE NORTH 46 DEGREES 22 MINUTES 51 SECONDS EAST,

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81.23 FEET; THENCE 60.41 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 90.70 FEET AND A LONG CHORD SUBTENDED BEARING NORTH 70 DEGREES 51 MINUTES 17 SECONDS EAST, 59.30 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 00 SECONDS EAST, 151.01 FEET; THENCE SOUTH 69 DEGREES 17 MINUTES EAST, 59.30 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 00 SECONDS EAST, 151.01 FEET; THENCE SOUTH 69 DEGREES 17 MINUTES 46 SECONDS EAST, 49.04 FEET; THENCE SOUTH 45 DEGREES 02 MINUTES 43 SECONDS EAST, 82.89 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 43 SECONDS EAST, 383.39 FEET TO THE POINT OF BEGINNING.

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## EXHIBIT B-2

### PARCEL 1:

PART OF LOT 'E' IN FORD CITY INDUSTRIAL RESUBDIVISION, BEING A RESUBDIVISION OF PARTS OF LOTS 1 AND 2 IN FORD CITY SUBDIVISION OF PARTS OF THE NORTH THREE QUARTERS OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 31, 2000 AS DOCUMENT 00078797, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 'E'; THENCE SOUTH 00 DEGREES 01 MINUTES 20 SECONDS WEST, 362.20 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 40 SECONDS WEST, 7.70 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 20 SECONDS WEST, 15.05 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 42 SECONDS WEST, 440.90 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 20 SECONDS EAST, 45.60 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 40 SECONDS WEST, 40.40 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 20 SECONDS EAST, 331.40 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 40 SECONDS EAST, 489.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR THE RIGHT OF ACCESS FOR INGRESS AND EGRESS FOR PEDESTRIAN AND VEHICULAR TRAFFIC (INCLUDING TRUCK TRAFFIC) OVER THE PROPERTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART OF LOT E, FORD CITY INDUSTRIAL RESUBDIVISION, CITY OF CHICAGO, COOK COUNTY, ILLINOIS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT E; THENCE S00 DEGREES 01'20"W, 377.26 FEET TO THE POINT OF BEGINNING; THENCE S00 DEGREES 01'20"W, 24.94 FEET; THENCE N89 DEGREES 58'40"W, 489.00 FEET; THENCE N00 DEGREES 01'20"E, 42.38 FEET; THENCE 43.17 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 36.11 FEET AND A LONG CHORD SUBTENDED BEARING S64 DEGREES 58'12"E, 40.64 FEET; THENCE S89 DEGREES 56'42"E, 452.17 FEET TO THE POINT OF BEGINNING.

CONTAINED WITHIN SAID BOUNDS 12,409 SQUARE FEET OR 0.2849 ACRES.

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## EXHIBIT C-1

A NON-EXCLUSIVE EASEMENT FOR THE RIGHT OF ACCESS FOR INGRESS AND EGRESS FOR PEDESTRIAN AND VEHICULAR TRAFFIC (INCLUDING TRUCK TRAFFIC) OVER THE PROPERTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART OF LOT 2, FORD CITY SUBDIVISION, CITY OF CHICAGO, COOK COUNTY, ILLINOIS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT O, FORD CITY INDUSTRIAL RESUBDIVISION, CITY OF CHICAGO, COOK COUNTY, ILLINOIS; THENCE S00 DEGREES 00'00"W, 196.07 FEET; THENCE S89 DEGREES 58'40"E, 324.00 FEET; THENCE S00 DEGREES 00'00"W, 86.41 FEET TO THE POINT OF BEGINNING; THENCE S00 DEGREES 00'00"W, 32.40 FEET; THENCE N89 DEGREES 42'34"W, 377.00 FEET; THENCE N72 DEGREES 15'23"W, 25.95 FEET; THENCE N48 DEGREES 23'21"W, 77.31 FEET; THENCE N70 DEGREES 15'04"W, 41.84 FEET; THENCE S89 DEGREES 56'41"W, 145.21 FEET; THENCE S61 DEGREES 57'33"W, 44.89 FEET; THENCE S52 DEGREES 31'22"W, 80.63 FEET; THENCE S78 DEGREES 43'29"W, 17.41 FEET; THENCE S89 DEGREES 51'48"W, 304.26 FEET; THENCE N00 DEGREES 00'00"E, 33.03 FEET; THENCE S89 DEGREES 58'01"E, 315.29 FEET; THENCE N46 DEGREES 22'51"E, 81.23 FEET; THENCE 60.41 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 90.70 FEET AND A LONG CHORD SUBTENDED BEARING N70 DEGREES 50'17"E, 59.30 FEET; THENCE S89 DEGREES 58'00"E, 151.01 FEET; THENCE S69 DEGREES 17'46"E, 49.04 FEET; THENCE S45 DEGREES 02'43"E, 82.89 FEET; THENCE S39 DEGREES 52'43"E, 383.39 FEET TO THE POINT OF BEGINNING.

CONTAINED WITHIN SAID BOUNDS 36,350 SQUARE FEET OF 0.8345 ACRES.

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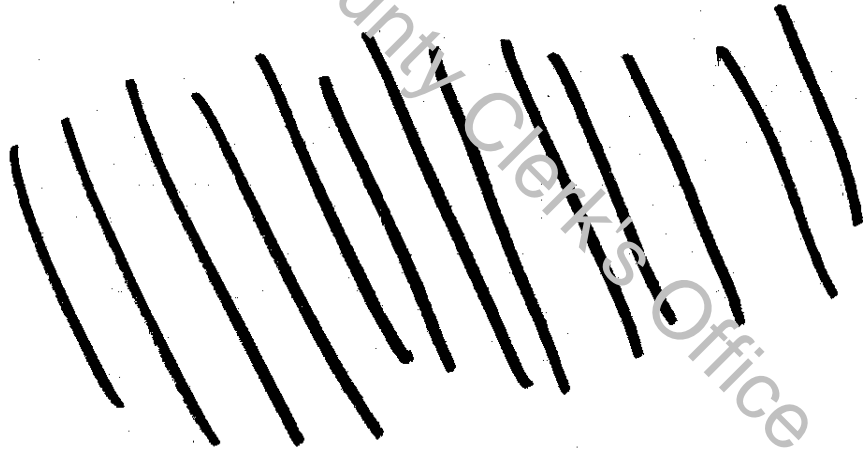
## EXHIBIT C-2

A NON-EXCLUSIVE EASEMENT FOR THE RIGHT OF ACCESS FOR INGRESS AND EGRESS FOR PEDESTRIAN AND VEHICULAR TRAFFIC (INCLUDING TRUCK TRAFFIC) OVER THE PROPERTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART OF LOT E, FORD CITY INDUSTRIAL RESUBDIVISION, CITY OF CHICAGO, COOK COUNTY, ILLINOIS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT E; THENCE S00 DEGREES 01'20"W, 377.26 FEET TO THE POINT OF BEGINNING; THENCE S00 DEGREES 01'20"W, 24.94 FEET; THENCE N89 DEGREES 58'40"W, 489.00 FEET; THENCE N00 DEGREES 01'20"E, 42.38 FEET; THENCE 43.17 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 36.11 FEET AND A LONG CHORD SUBTENDED BEARING S64 DEGREES 58'12"E, 40.64 FEET; THENCE S89 DEGREES 56'42"E, 452.17 FEET TO THE POINT OF BEGINNING.


CONTAINED WITHIN SAID BOUNDS 12,409 SQUARE FEET OR 0.2849 ACRES.



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## EXHIBIT D

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FORD CITY - TOOTSIE ROLL

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## AGREEMENT

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THIS AGREEMENT (herein so called) is made as of the 20<sup>th</sup> day of August, 1993, by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER A TRUST AGREEMENT DATED MARCH 1, 1987 AND KNOWN AS TRUST NO. 101496-07 (the "ANB Trust"), an Illinois land trust, with an address c/o Equity Properties and Development Company, Suite 1000, Two North Riverside Plaza, Chicago, Illinois 60606, and THE TOOTSIE ROLL COMPANY, INC. ("Tootsie Roll"), an Illinois corporation with an office at 7401 South Cicero Avenue, Chicago, Illinois 60629.

## RECITALS

A. The ANB Trust has heretofore held fee simple title to a certain parcel of real estate in the City of Chicago, County of Cook, State of Illinois, upon which is located a regional shopping mall and industrial complex, which parcel is more particularly described in attached Exhibit A and is referred to in this Agreement as the "Ford City Complex".

B. Tootsie Roll has this date purchased substantially all of the industrial area which is a part of the Ford City Complex (such portion, the legal description of which is set forth in Exhibit B attached to this Agreement, being referred to in this Agreement as the "Tootsie Roll Parcel"). That portion of the Ford City Complex other than the Tootsie Roll Parcel is referred to in this Agreement as the "Ford City Mall". The Ford City Mall includes the Mall Outparcel (as such term is defined in Section 1 below) and other portions of the north half (more or less) of the Ford City Complex which are not a part of the Tootsie Roll Parcel.

C. The ANB Trust and Tootsie Roll have agreed upon an allocation of various rights and obligations concerning the interrelationships of the Ford City Mall and the Tootsie Roll Parcel, as more particularly provided for in this Agreement.

THEREFORE, in consideration of the above Recitals, the mutual covenants and agreements herein set forth, and the benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the ANB Trust and Tootsie Roll agree as follows:

1. Mall Outparcel - Fire Lane/Limited Access Road. Along and immediately adjacent to the northwest side of the building (the "TRI Building") located on the Tootsie Roll Parcel there is a strip of land (the "Fire Lane") approximately thirty-three (33) feet wide and running approximately five hundred seventy-five (575) feet in a north-south direction. The Fire Lane is legally described in Exhibit C attached to this Agreement and is included within the Tootsie Roll Parcel. The Fire Lane provides an access to the TRI Building for fire protection and maintenance purposes, and also serves as a limited access road between the parking area in front of the TRI Building and 72nd Street. Immediately west of the Fire Lane, there is a parcel of vacant land (the "Mall Outparcel") containing approximately 4.5 acres and located at the southeast corner of the intersection of 72nd Street and Cicero Avenue. The Mall Outparcel is legally described in Exhibit D attached to this Agreement. Tootsie Roll does hereby grant unto the ANB Trust, its successors and assigns, for the benefit of the Mall Outparcel and the owners, users and occupiers from time to time thereof, a perpetual and non-exclusive easement for ingress and egress for pedestrian and vehicular traffic (including trucks) over and across the Fire Lane to provide access to 72nd Street for the benefit of the Mall Outparcel. Tootsie Roll shall maintain the Fire Lane for its present use and in at least as good a condition as presently exists, until such time as the Mall Outparcel is developed. When

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the Mall Outparcel is developed, the owner of the Mall Outparcel and Tootsie Roll shall share in the costs and expenses of maintaining the Fire Lane on the basis of their relative use as agreed to from time to time by such owner and Tootsie Roll. The Fire Lane shall be for limited access and use by commercial vehicles and shall not be the principal entrance or roadway by which customers access the Mall Outparcel (but customers shall have a right of access over a strip not greater than the first 100 feet south of 72nd Street). In addition, no garbage containers, truck ramps or other unsightly improvements on the Mall Outparcel shall face the Fire Lane unless reasonably screened by bushes, vegetation, walls or other similar means.

2. Access to Cicero Avenue. The ANB Trust does hereby grant unto Tootsie Roll, its successors and assigns, for the benefit of the Tootsie Roll Parcel, a perpetual and non-exclusive easement for ingress and egress over the roadways designated on attached Exhibit E as the "Cicero Access Easement" for pedestrian and vehicular traffic (including trucks), and in connection therewith the following shall apply:

(a) Tootsie Roll shall direct that all inbound traffic coming from the south on Cicero Avenue use the more northerly access point on Cicero Avenue;

(b) Access shall not be allowed to tractor/trailers which exceed highway truck limitations established from time to time by the Illinois Department of Transportation.

(c) Truck traffic utilizing the Cicero Avenue Easement (whether inbound or outbound) must stay within the boundaries of the Cicero Access Easement and shall not be allowed to travel into the Ford City Mall, whether into the parking areas or otherwise;

(d) The frequency and timing of truck traffic shall not materially increase over that which presently exists, so that, for example, any additional traffic attributable to any expansion of Tootsie Roll's current production facilities would be required to access the Tootsie Roll Parcel using 72nd Street only;

(e) Tootsie Roll shall share in the costs of repair, maintenance, replacement and other upkeep (such as striping, plowing and cleaning) of the areas subject to the Cicero Access Easement by paying \$500.00 per year; and

(f) The ANB Trust shall have the right to alter, reconfigure or otherwise modify, in whole or in part, the Cicero Access Easement areas, provided the modified areas still provide truck access to and from the Tootsie Roll Parcel which is not unreasonably burdensome as when compared to that which presently exists and which is at a traffic signal controlling traffic on southbound Cicero Avenue.

3. Private Roadway System. The Tootsie Roll Parcel includes roadways which are a part of the Private Roadway System (herein so called) as set forth on Exhibit F attached to this Agreement. Some or all of the Private Roadway System exists for the benefit of certain third parties pursuant to existing recorded documents, which documents are identified in attached Exhibit F. Tootsie Roll acknowledges and agrees that the Tootsie Roll Parcel is subject to and bound by these existing recorded documents and shall satisfy its obligations thereunder as they apply to those portions of the Private Roadway System located on the Tootsie Roll Parcel. In addition, certain portions of the Private Roadway System south of the Tootsie Roll Parcel lie on land outside the Ford City Complex and, as to such portions, the rights of Tootsie Roll under this Section 3 shall be no greater than the rights of the ANB Trust with respect thereto and Tootsie Roll shall have no privity with the owners of such land with respect thereto. The ANB Trust and

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Tootsie Roll do each hereby grant to the other perpetual and non-exclusive easement rights for ingress and egress for pedestrian and vehicular traffic (including truck traffic) to and from Cicero Avenue and Pulaski Road over and upon those portions of the Private Roadway System owned by it (or with respect to which it has rights of ingress and egress as set forth in attached Exhibit F), and in connection therewith the following shall apply:

(a) The ANB Trust and Tootsie Roll shall each be responsible and pay for the cost of repair, maintenance, replacement and other upkeep (such as striping, plowing and cleaning) that portion of the Private Roadway System owned by it, but although the ANB Trust and Tootsie Roll shall each be responsible to third parties under presently existing agreements, neither shall be obligated to the other to maintain its portion of the Private Roadway System in a condition better than that which exists as of this date;

(b) The ANB Trust and Tootsie Roll shall, upon the reasonable request of the other, grant to the other easement rights for utilities servicing property owned by it (including any fire loop) which lie within those portions of the Private Roadway System owned by the granting party;

(c) Subject to obligations owed to third parties, the ANB Trust and Tootsie Roll shall each have the right to alter, reconfigure or otherwise modify, in whole or in part, that portion of the Private Roadway System owned by it, provided that the modified portion or portions of the Private Roadway System shall provide substantially comparable access and use as that which presently exists;

(d) The ANB Trust shall, for the benefit of the ANB Trust and Tootsie Roll, administer the process pursuant to which funds are collected from third parties obligated to contribute to the upkeep of the Private Roadway System and equitably distribute such funds to the ANB Trust and Tootsie Roll; and

(e) The obligations of the ANB Trust and Tootsie Roll with respect to the foregoing shall terminate at such time (if any) and as to those portions of the Private Roadway System as are dedicated to the City of Chicago.

4. Fire Loop. There is located within the Ford City Complex and on other property a system of water mains (the "Fire Loop") which supplies water for the fire protection systems for the Ford City Mall, the Tootsie Roll Parcel and other property. Tootsie Roll shall have the non-exclusive right to continue to connect to and make use of the Fire Loop for the benefit of the Tootsie Roll Parcel. The ANB Trust and Tootsie Roll shall each be responsible for the repair, maintenance, replacement and other upkeep of the "interior" lines and flow alarms of the Fire Loop as shown on Exhibit G attached to this Agreement. The ANB Trust shall be responsible for the "exterior" lines and the pump station, fire hydrants, valves, manholes and other portions of the Fire Loop, but Tootsie Roll shall share in the reasonable cost of repair, maintenance, replacement and other upkeep of those portions of the Fire Loop other than the "interior" lines as aforesaid by paying 30% of such costs, provided that Tootsie Roll's share of capital expenditures (as opposed to maintenance items) shall not exceed \$300,000.00 during the 10-year period after the date of this Agreement, and further provided that if capital expenditures or maintenance items thereafter are unreasonably expensive, then Tootsie Roll may elect to isolate its fire protection systems from the Fire Loop (and shall then do so at its sole cost and expense) and disconnect from and have no further obligations with respect to the Fire Loop. The obligations of the ANB Trust and Tootsie Roll with respect to the Fire Loop shall terminate at such time (if any) as the Fire Loop is dedicated to the City of Chicago. The ANB Trust shall continue to monitor the flow alarms through the

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existing enunciator system (or a replacement thereof) as is currently done on terms reasonably acceptable to the ANB Trust and Tootsie Roll. Tootsie Roll does hereby grant to the ANB Trust a perpetual and non-exclusive easement for those portions of the Fire Loop lying within the Tootsie Roll Parcel and for which the ANB Trust is responsible as aforesaid.

5. Tunnels. There is an underground tunnel system that runs below grade on the Tootsie Roll Parcel and other areas of the Ford City Complex. There are two north-south tunnels which are intersected by an east-west tunnel. The centerline of the east-west tunnel generally traverses approximately ten (10) to fifteen (15) feet north of the south property line of the Tootsie Roll Parcel. Exhibit E attached to this Agreement includes a depiction of the east-west tunnel and those portions of the north-south tunnels below grade on the Tootsie Roll Parcel. The ANB Trust shall be responsible for, maintain and have possession of and control over the portions of the north-south tunnels that lie south of the east-west tunnel but are owned by Tootsie Roll, and the east-west tunnel, even though they lie within the Tootsie Roll Parcel. The ANB Trust hereby acknowledges Tootsie Roll's rights of access to such tunnels. The ANB Trust and Tootsie Roll (each an "Indemnitor") shall indemnify and hold the other (the "Indemnitee") harmless from and against any and all damages, liabilities, costs, claims or expenses incurred by the Indemnitee with respect to the use or occupancy of the underground tunnel system described in this Section 5 by the Indemnitor, its agents, servants, guests, invitees, or tenants, such indemnity to include reasonable attorneys' fees and expenses incurred by the Indemnitee in connection therewith; and each party shall notify the other of any claim for which it desires to seek indemnity promptly upon becoming aware of the claim and shall allow the Indemnitor a reasonable opportunity to defend and resolve same. The ANB Trust and Tootsie Roll shall each deliver to the other from time to time evidence of liability and casualty insurance as may be reasonably requested by the other party from time to time in connection with the use and occupancy of the below grade tunnel system as contemplated by this Section 5, and shall name the other as an additional insured on liability policies.

#### 6. Utilities.

A. There are located throughout the Ford City Complex storm and sanitary sewer lines, sump pumps, roof drains, electrical service conduits and feeders, and other utility lines, systems and facilities (collectively, and as presently existing, the "Utility Facilities") that provide service to the Ford City Mall, the Tootsie Roll Parcel and/or other property. Each party to this Agreement shall be responsible for the repair and maintenance of those Utility Facilities located on its land that provide service to such party's land regardless of whether they also provide service to other land within the Ford City Complex. The repair and maintenance of any Utility Facilities which service land owned by only one party shall be the responsibility of only that owner even if the Utility Facilities are located on land owned by another party (and in such event easement rights for same, if and to the extent not presently existing, are provided for in Section 6(B) below). The obligation to repair and maintain shall require that Utility Facilities be kept in operating condition, and shall include the making of necessary replacements and upgrades. Each party shall, upon receipt of reasonable notice, allow reasonable access to its property to allow as necessary another party to satisfy its obligations under this Section 6(A). Nothing contained in this Section 6(A) shall (i) obligate a party to upgrade, replace or otherwise change or modify any Utility Facilities so as to provide service or a level of service not being provided as of the date of this Agreement unless and until the party or parties having or to have the benefit of such service gives such party assurances acceptable to such party that the cost thereof shall be paid by the benefitted party or parties, (ii) require any party to this Agreement to maintain or repair any Utility Facility which is to be

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maintained and repaired by any adjoining or nearby land owner, or (iii) affect in any way the obligations of the parties as otherwise provided for in this Agreement. A party may satisfy its obligations under this Section 6(A) by arranging for repairs and maintenance by the applicable utility, and no party shall be responsible to any other party under this Section 6(A) if a party is unable to perform hereunder for reasons beyond its reasonable control (that is, acts of God, casualty and other force majeure-type events).

B. Subject to the provisions of Section 6(A) above, the ANB Trust and Tootsie Roll each hereby grants to the other a perpetual and non-exclusive easement for those Utility Facilities on the granting party's land which service the other party's land.

C. There exist for the benefit of the Ford City Complex various utility lines, systems and facilities which lie on land outside the Ford City Complex (the "Off-Site Utilities"), most (if not all) of which exist pursuant to existing recorded documents. The ANB Trust and Tootsie Roll shall each have the benefit of those Off-Site Utilities which service the Ford City Mall and the Tootsie Roll Parcel, respectively. In addition, if and to the extent required by existing documents, the ANB Trust and Tootsie Roll shall each be responsible for those Off-Site Utilities which connect to the Ford City Mall (as to the ANB Trust) and the Tootsie Roll Parcel (as to Tootsie Roll).

D. Pursuant to that certain Easement Agreement dated March 24, 1966 (the "Vault/Well Agreement") and recorded with the Cook County Recorder of Deeds as Document No. 19797039, Tootsie Roll has the right (i) to obtain water from a so-called concrete water vault located on the Mall Outparcel, and (ii) to use a certain "deep well" located on a parcel of land owned by the ANB Trust and lying on the east side of Kostner Avenue. The ANB Trust and Tootsie Roll acknowledge and agree that the Vault/Well Agreement continues in full force and effect in accordance with its terms (except that the Vault/Well Agreement shall not terminate if the Tootsie Roll lease terminates). ANB Trust hereby grants to Tootsie Roll the same rights granted to Tootsie Roll Industries, Inc. under the Vault/Well Agreement, provided such rights shall not expire if the Tootsie Roll lease terminates.

7. Party Wall. The south property line of the Tootsie Roll Parcel generally runs through the center of the wall which separates the North Mall area of the Ford City Mall from the TRI Building. This wall is a party wall and is to be maintained for the common benefit and convenience of the ANB Trust and Tootsie Roll. This party wall shall be maintained at the mutual cost (shared equally) of the ANB Trust and Tootsie Roll and be subject to uses by each which are consistent with the rights of the other. The rights and obligations of the ANB Trust and Tootsie Roll with respect to this party wall shall be consistent with Illinois law applicable thereto.

8. Roof Maintenance. The ANB Trust and Tootsie Roll shall each reasonably cooperate with the other with respect to the maintenance of their respective roofs over the TRI Building and the "North Mall" portion of the Ford City Mall. The North Mall is identified on attached Exhibit E.

9. Cicero Traffic Signals. Tootsie Roll shall pay the following percentages of the ANB Trust's costs for the maintenance and operation of traffic signals on Cicero Avenue along the west side of Ford City, between 72nd Street and the southerly road of the Cicero Access Easement, inclusive:

72nd Street	-	25%
TRI Parking Lot	-	100%
Mall Entrance	-	5%



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10. Parties Benefitted and Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns as the future owner or owners of the parcels of real estate within the Ford City Complex. The ANB Trust and Tootsie Roll are the initial parties to this Agreement, but any owner of land within the Ford City Complex shall, for the period of its ownership, be deemed a party to this Agreement. Unless otherwise expressly provided for in this Agreement, all easements granted herein to the ANB Trust shall be appurtenant to the Ford City Mall and each part thereof, and all easements granted herein to Tootsie Roll shall be appurtenant to the Tootsie Roll Parcel and each part thereof. Although an easement grant may be appurtenant to certain real property and be for the benefit of the owner thereof and others (such as other users or occupiers), such owner shall have the right to limit and otherwise control the rights of such others with respect thereto. All covenants of the ANB Trust shall run with the land which is Ford City Mall, and all covenants of Tootsie Roll shall run with the land which is the Tootsie Roll Parcel. From and after the date when any party shall cease to own legally or beneficially any part of the land affected hereby, such party shall be personally released from any further liability or responsibility hereunder, all such further liability and responsibility accruing to such party's successors and assigns.

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11. Payment and Lien Rights. Any party who is obligated hereunder to pay or reimburse any other party for expenses incurred by such other party shall make such payment or reimbursement within fifteen (15) days after a request for such payment or reimbursement, in reasonably specific form, is submitted to the party of whom such payment or reimbursement is requested. In the event of any failure of any party to make payment or reimbursement as provided in this Agreement, the party seeking such payment or reimbursement shall be entitled to a lien for the amount of such obligation on all real estate within the Ford City Complex owned by the party obligated for such payment or reimbursement. Such lien shall be subordinate to the lien of any mortgage on such property. To be effective, such lien must be claimed by filing a written notice thereof in the real estate records of Cook County, Illinois, and shall expire without further action of any party if an action to enforce it is not filed in a court having jurisdiction within one (1) year after the date such claim for lien is recorded.

12. Trustee Exculpation. This Agreement is executed by American National Bank and Trust Company of Chicago ("American"), as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and American hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed by every person, firm or corporation hereafter claiming any interest under this Agreement that American, as Trustee as aforesaid, and not personally, has joined in the execution of this Agreement for the sole purpose of subjecting the titleholding interest and the trust estate under said Trust No. 101496-07 to the terms of this Agreement; that any and all obligations, duties, covenants, indemnities and agreements of every nature herein set forth by American, as Trustee as aforesaid, to be kept or performed, are intended to be kept, performed and discharged by the beneficiaries under said Trust No. 101496-07 or their successors, and not by American personally; and further, that no duty shall rest upon American either personally or as such Trustee, to sequester trust assets, rentals, avails or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation, express or implied, arising under the terms of this Agreement, except where said Trustee is acting pursuant to direction as provided by the terms of said Trust No. 101496-07, and after the Trustee has been supplied with funds required for the purpose. In event of conflict between the terms of this Section 12 and of the remainder of this Agreement on any questions of apparent liability or obligation resting upon said Trustee, the exculpatory provision hereof shall be controlling.

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13. Beneficiary Exculpation. This Agreement has been executed and delivered by American, not personally, but solely as Trustee as aforesaid. But although any and all obligations, duties, covenants, indemnities and agreements of ANB Trust set forth in this Agreement are intended to be kept, performed and discharged by the beneficiary under said Trust No. 101496-07, no personal liability shall ever be asserted against any such beneficiary on account thereof, all such liability being waived by Tootsie Roll, and Tootsie Roll shall look solely to the estate of such Trustee for the satisfaction thereof.

IN WITNESS WHEREOF, the ANB Trust and Tootsie Roll have executed and delivered this Agreement as of the date first above written.

ANB TRUST:

AMERICAN NATIONAL BANK, NOT  
PERSONALLY, BUT SOLELY AS  
TRUSTEE AS AFORESAID

Attest:

Its [Signature] Notary

By: [Signature]  
Title: Notary

TOOTSIE ROLL:

THE TOOTSIE ROLL COMPANY, INC.,  
an Illinois corporation

By: [Signature]  
Title: Vice President

THE DOCUMENT PREPARED BY

DONALD J. LIGENTRITT  
TWO N. RIVERSIDE PLAZA  
STE 1201  
CHICAGO IL 60606

## EXHIBITS

- |   |   |  |
|---|---|--|
| A | - | Ford City Complex                              |
| B | - | Tootsie Roll Parcel                            |
| C | - | Fire Lane                                      |
| D | - | Hall Outparcel                                 |
| E | - | Cicero Access Easement, Tunnels and North Mall |
| F | - | Private Roadway System                         |
| G | - | Fire Loop                                      |

RETURN TO

BOX 333

PAUL LISZCZSKI

07618738.2

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## UNOFFICIAL COPY

STATE OF ILLINOIS

}

SS

COUNTY OF COOK

}

I, L. M. SOVIENSKI, a Notary Public in and for said County in the State aforesaid, do hereby certify that

P. JOHANSEN and GREGORY S. KASPRZYK, the President and Assistant Secretary of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Second Vice President and Secretary, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said bank for the uses and purposes therein set forth.

AUG 30 1993

Given under my hand and notarial seal this \_\_\_\_\_ day of August, 1993.

L. M. Sovieniski  
Notary Public

My Commission Expires: \_\_\_\_\_

(SEAL)

STATE OF ILLINOIS

SS

COUNTY OF COOK

I, Lori Herzmann, a Notary Public in and for said County in the State aforesaid, do hereby certify that G. Howard Eumker, Jr., the Vice President of THE TOOTSIE ROLL COMPANY, INC., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own 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 30th day of August, 1993.

OFFICIAL SEAL  
LORI HERZMANN  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 10/23/96

Lori Herzmann  
Notary Public

My Commission Expires: \_\_\_\_\_

(SEAL)

## UNOFFICIAL COPY

EXHIBIT A  
FORD CITY COMPLEX

LOTS 1, 2 AND 4 IN FORD CITY SUBDIVISION OF PARTS OF  
THE NORTH 3/4 OF SECTION 27 AND THE SOUTHWEST QUARTER OF SECTION  
22, BOTH IN TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRIN-  
CIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 29,  
1986 AS DOCUMENT NO. 88166800, IN COOK COUNTY, ILLINOIS.

19-27-600-045  
035

14-27-304-022  
023  
020  
019  
021  
027  
017  
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Property Address: Bounded by Cicero Avenue  
77th Street, Pulaski Road and 72nd Street



## UNOFFICIAL COPY

## EXHIBIT B

## TOOTSIE ROLL

A TRACT OF LAND COMPRISED OF PARTS OF LOTS 1 AND 2 IN "FORD CITY SUBDIVISION" OF PARTS OF THE NORTH THREE QUARTERS OF SECTION 27 AND THE SOUTHWEST QUARTER OF SECTION 22, BOTH IN TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 29, 1986 AS DOCUMENT 36166800, IN COOK COUNTY, ILLINOIS, SAID PARTS OF LOTS 1 AND 2 BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF LOT 2 IN "FORD CITY SUBDIVISION" WHICH IS 2506.00 FEET, MEASURED PERPENDICULARLY, EAST FROM THE WEST LINE OF SECTION 27, AND 1091.30 FEET, MEASURED PERPENDICULARLY, NORTH FROM A STRAIGHT LINE (HEREINAFTER REFERRED TO AS LINE "A") WHICH EXTENDS FROM A POINT ON SAID WEST LINE OF SECTION 27 WHICH IS 644.86 FEET SOUTH FROM THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION, TO A POINT ON THE EAST LINE OF SAID SECTION 27 WHICH IS 619.17 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SOUTH HALF;

THENCE WEST ALONG A LINE 1091.30 FEET NORTH FROM AND PARALLEL WITH SAID LINE "A", A DISTANCE OF 324.00 FEET;

THENCE NORTH ALONG A LINE WHICH IS 2182.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 196.07 FEET TO A POINT ON THE SOUTH LINE OF LOT 1 AFORESAID;

THENCE WEST ALONG SAID SOUTH LINE (BEING A LINE 1237.27 FEET NORTH FROM AND PARALLEL WITH LINE "A") A DISTANCE OF 966.00 FEET;

THENCE NORTH ALONG A LINE WHICH IS 1216.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 60.73 FEET;

THENCE WEST ALONG A LINE WHICH IS 1749.00 FEET NORTH FROM AND PARALLEL WITH LINE "A", A DISTANCE OF 115.60 FEET;

THENCE SOUTH ALONG A LINE WHICH IS 1107.40 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 60.73 FEET TO A POINT ON THE AFOREMENTIONED SOUTH LINE OF LOT 1;

THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 417.95 FEET;

THENCE NORTH ALONG A LINE WHICH IS 632.45 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 30.73 FEET;

THENCE WEST ALONG A LINE WHICH IS 1318.00 FEET NORTH FROM AND PARALLEL WITH LINE "A", A DISTANCE OF 39.35 FEET;

THENCE SOUTH ALONG A LINE WHICH IS 642.90 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 30.73 FEET TO A POINT ON THE SOUTH LINE OF LOT 1 AFORESAID;

THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 152.35 FEET TO AN INTERSECTION WITH THE NORTHWARD EXTENSION OF THE WEST FACE OF AN EXISTING BUILDING;

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Page 3

THENCE SOUTH ALONG SAID NORTHWARD EXTENSION AND ALONG SAID WEST FACE (BEING A LINE 390.35 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27) A DISTANCE OF 17.31 FEET TO AN INTERSECTION WITH THE NORTH FACE OF AN EXISTING BUILDING;

THENCE WEST ALONG SAID NORTH FACE (BEING A LINE 1269.96 FEET NORTH FROM AND PARALLEL WITH LINE "A") A DISTANCE OF 70.36 FEET TO AN INTERSECTION WITH THE EAST FACE OF AN EXISTING BUILDING;

THENCE NORTH ALONG SAID EAST FACE AND ALONG THE NORTHWARD EXTENSION OF SAID EAST FACE (BEING A LINE 420.19 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27) A DISTANCE OF 17.31 FEET TO A POINT ON THE AFOREMENTIONED SOUTH LINE OF LOT 1;

THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 169.89 FEET TO AN INTERSECTION WITH THE SOUTHWARD EXTENSION OF THE EAST LINE OF LOT 4 IN "FORD CITY SUBDIVISION" AFORESAID;

THENCE NORTH ALONG SAID SOUTHWARD EXTENSION AND ALONG SAID EAST LINE (BEING A LINE 250.30 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27) A DISTANCE OF 420.18 FEET TO THE NORTHEAST CORNER OF LOT 4;

THENCE WEST ALONG THE NORTH LINE OF SAID LOT 4 (BEING A LINE 1707.95 FEET NORTH FROM AND PARALLEL WITH LINE "A") A DISTANCE OF 190.30 FEET TO THE NORTHWEST CORNER OF LOT 4;

THENCE NORTH ALONG THE WEST LINE OF LOT 1 IN "FORD CITY SUBDIVISION", BEING ALSO THE EAST LINE OF SOUTH CICERO AVENUE, (SAID EAST LINE OF CICERO AVENUE BEING A LINE 60.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27) A DISTANCE OF 400.25 FEET;

THENCE EAST ALONG A LINE 2107.50 FEET NORTH FROM AND PARALLEL WITH LINE "A", A DISTANCE OF 385.50 FEET;

THENCE NORTH ALONG A LINE 435.50 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 374.00 FEET;

THENCE WEST ALONG A LINE 2681.50 FEET NORTH FROM AND PARALLEL WITH LINE "A", A DISTANCE OF 92.11 FEET;

THENCE WESTWARDLY AND SOUTHWESTWARDLY ALONG A CURVED LINE, TANGENT TO THE LAST DESCRIBED LINE, CONVEXED NORTHWESTERLY AND HAVING A RADIUS OF 267.67 FEET, A DISTANCE OF 134.32 FEET;

THENCE SOUTH 61 DEGREES 14 MINUTES 56 SECONDS WEST ALONG A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 80.47 FEET;

THENCE SOUTHWESTWARDLY ALONG A CURVED LINE, TANGENT TO THE LAST DESCRIBED LINE, CONVEXED SOUTHERLY AND HAVING A RADIUS OF 22.12 FEET, A DISTANCE OF 9.07 FEET;

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Page 3

THENCE SOUTHWESTWARDLY AND WESTWARDLY ALONG A CURVED LINE, TANGENT TO THE LAST DESCRIBED CURVED LINE, CONVEXED SOUTHERLY AND HAVING A RADIUS OF 499.16 FEET, A DISTANCE OF 29.75 FEET;

THENCE SOUTH 88 DEGREES 09 MINUTES 52 SECONDS WEST ALONG A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 55.87 FEET TO A POINT ON THE AFOREMENTIONED WEST LINE OF LOT 1 IN "FORD CITY SUBDIVISION";

THENCE NORTH ALONG SAID WEST LINE OF LOT 1, BEING ALSO THE EAST LINE OF SOUTH CICERO AVENUE, A DISTANCE OF 29.96 FEET TO A CORNER OF SAID LOT 1;

THENCE EAST ALONG A NORTH LINE OF LOT 1 (BEING A LINE 2633.50 FEET NORTH FROM AND PARALLEL WITH LINE "A") A DISTANCE OF 8.40 FEET;

THENCE EASTWARDLY AND NORTHEASTWARDLY ALONG A NORTHERLY LINE OF LOT 1, BEING A CURVED LINE TANGENT TO THE LAST DESCRIBED LINE, CONVEXED SOUTHERLY AND HAVING A RADIUS OF 76.875 FEET, A DISTANCE OF 46.96 FEET;

THENCE NORTH 55 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A NORTHERLY LINE OF LOT 1 WHICH IS TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 73.14 FEET;

THENCE NORTHEASTWARDLY AND EASTWARDLY ALONG A NORTHERLY LINE OF LOT 1, BEING A CURVED LINE TANGENT TO THE LAST DESCRIBED LINE, CONVEXED NORTHERLY AND HAVING A RADIUS OF 83.75 FEET, A DISTANCE OF 51.16 FEET;

THENCE EAST ALONG A NORTH LINE OF LOT 1 (BEING A LINE 2704.50 FEET NORTH FROM AND PARALLEL WITH LINE "A" AND TANGENT TO THE LAST DESCRIBED LINE) A DISTANCE OF 22.56 FEET;

THENCE NORTH ALONG A WEST LINE OF LOT 1 (BEING A LINE 243.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27) A DISTANCE OF 19.00 FEET;

THENCE EAST ALONG A NORTH LINE OF LOT 1 (BEING A LINE 1723.50 FEET NORTH FROM AND PARALLEL WITH LINE "A") AND ALONG AN EASTWARD EXTENSION OF SAID NORTH LINE, A DISTANCE OF 1537.03 FEET;

THENCE NORTH ALONG A LINE 1780.04 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 76.00 FEET;

THENCE WEST ALONG A LINE 2799.50 FEET NORTH FROM AND PARALLEL WITH LINE "A", A DISTANCE OF 50.00 FEET;

THENCE NORTH ALONG A LINE 1730.04 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 454.56 FEET TO AN INTERSECTION WITH A NORTHERLY LINE OF LOT 1 IN "FORD CITY SUBDIVISION" AFORESAID;

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THENCE SOUTH 68 DEGREES 55 MINUTES 56 SECONDS EAST ALONG SAID NORTHERLY LINE OF LOT 1, A DISTANCE OF 994.12 FEET TO AN INTERSECTION WITH THE NORTH AND SOUTH CENTERLINE OF SECTION 27;

THENCE SOUTH 73 DEGREES 56 MINUTES 49 SECONDS EAST ALONG SAID NORTHERLY LINE OF LOT 1, A DISTANCE OF 374.92 FEET TO AN INTERSECTION WITH A LINE WHICH IS 3018.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27;

THENCE SOUTH ALONG SAID PARALLEL LINE (BEING AN EAST LINE OF SAID LOT 1) A DISTANCE 82.57 FEET;

THENCE NORTH 73 DEGREES 55 MINUTES 10 SECONDS WEST ALONG THE BOUNDARY OF SAID LOT 1, A DISTANCE OF 92.55 FEET;

THENCE NORTHWESTWARDLY ALONG A CURVED LINE, TANGENT TO THE LAST DESCRIBED LINE, CONVEXED SOUTHWESTWARDLY, AND HAVING A RADIUS OF 2887.94 FEET, A DISTANCE OF 250.90 FEET;

THENCE NORTH 68 DEGREES 56 MINUTES 30 SECONDS WEST ALONG THE BOUNDARY OF LOT 1, A DISTANCE OF 186.78 FEET TO AN EAST LINE OF SAID LOT 1;

THENCE SOUTH ALONG SAID EAST LINE AND THE SOUTHWARD EXTENSION THEREOF (SAID EAST LINE BEING 2517.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27) A DISTANCE OF 928.08 FEET TO AN INTERSECTION WITH A SOUTH LINE OF LOT 1;

THENCE WEST ALONG SAID SOUTH LINE (BEING A LINE 1955.00 FEET NORTH FROM AND PARALLEL WITH LINE "A") A DISTANCE OF 11.00 FEET TO A CORNER OF SAID LOT 1;

THENCE SOUTH ALONG AN EAST LINE OF LOT 1 (BEING A LINE 2506.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27) A DISTANCE OF 863.80 FEET TO THE POINT OF BEGINNING;

EXCEPTING FROM THE ABOVE DESCRIBED TRACT, THAT PART OF LOT 1 IN "FORD CITY SUBDIVISION" DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 6 IN "FORD CITY SUBDIVISION" OF PARTS OF THE NORTH THREE QUARTERS OF SECTION 27 AND THE SOUTHWEST QUARTER OF SECTION 22, BOTH IN TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID SOUTHEAST CORNER BEING 2419.30 FEET (MEASURED PERPENDICULARLY) EAST FROM THE WEST LINE OF SAID SECTION 27 AND 2511.33 FEET (MEASURED PERPENDICULARLY) NORTH FROM A LINE HEREINAFTER REFERRED TO AS LINE "A", WHICH EXTENDS FROM A POINT OF THE WEST LINE OF SECTION 27 WHICH IS 644.66 FEET SOUTH FROM THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 27 TO A POINT ON THE EAST LINE OF SAID SECTION WHICH IS 619.17 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SOUTH HALF;

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Page 5

THENCE EAST ALONG A LINE 1511.33 FEET NORTH FROM AND PARALLEL WITH LINE "A", A DISTANCE OF 63.70 FEET;

THENCE SOUTH ALONG A LINE 2483.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27 AFORESAID, A DISTANCE OF 412.83 FEET;

THENCE WEST ALONG A LINE 2098.50 FEET NORTH FROM AND PARALLEL WITH LINE "A", A DISTANCE OF 237.00 FEET;

THENCE NORTH ALONG A LINE 2246.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 412.83 FEET TO A POINT ON THE SOUTH LINE OF LOT 6 AFORESAID;

THENCE EAST ALONG SAID SOUTH LINE (BEING A LINE 1511.33 FEET NORTH FROM AND PARALLEL WITH LINE "A"), A DISTANCE OF 173.30 FEET TO THE POINT OF BEGINNING;

IN COOK COUNTY, ILLINOIS.

CONTAINING, AFTER SAID EXCEPTION, 3,323,880 SQUARE FEET (76.3058 ACRES) OF LAND, MORE OR LESS

19-21-100-045

19-27-304-029

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## EXHIBIT C

### FIRE LINE EASEMENT

A TRACT OF LAND IN LOT 1 IN 'FORD CITY SUBDIVISION' OF PARTS OF THE NORTH THREE QUARTERS OF SECTION 17 AND THE SOUTHWEST QUARTER OF SECTION 22, BOTH IN TOWNSHIP 18 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 29, 1944 AS DOCUMENT #4164399, IN CHOK COUNTY, ILLINOIS, SAID TRACT BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 415.50 FEET, MEASURED PERPENDICULARLY, EAST FROM THE WEST LINE OF SECTION 17, AND 2197.50 FEET, MEASURED PERPENDICULARLY, NORTH FROM A STRAIGHT LINE (HEREINAFTER REFERRED TO AS LINE "A") WHICH EXTENDS FROM A POINT ON SAID WEST LINE OF SECTION 17 WHICH IS 644.6 FEET SOUTH FROM THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION, TO A POINT ON THE EAST LINE OF SAID SECTION 17 WHICH IS 419.17 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SOUTH HALF;

THENCE NORTH ALONG A LINE WHICH IS 415.50 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 17, A DISTANCE OF 374.00 FEET;

THENCE EAST ALONG A LINE WHICH IS 1613.50 FEET NORTH FROM AND PARALLEL WITH LINE "A", A DISTANCE OF 32.50 FEET;

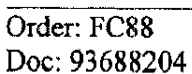
THENCE SOUTH ALONG A LINE WHICH IS 474.00 FEET EAST FROM AND PARALLEL WITH THE AFOREMENTIONED WEST LINE OF SECTION 17, A DISTANCE OF 374.00 FEET TO AN INTERSECTION WITH A LINE WHICH IS 2197.50 FEET NORTH FROM AND PARALLEL WITH AFOREMENTIONED LINE "A";

THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 37.50 FEET TO THE POINT OF BEGINNING;

CONTAINING 12.710 SQUARE FEET (0.443 ACRES) OF LAND, MORE OR LESS.

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## UNOFFICIAL COPY

## EXHIBIT E

CICERO ACCESS  
EASEMENT FOR INGRESS AND EGRESS

A TRACT OF LAND COMPRISED OF PARTS OF LOTS 1, 2 AND 4 IN "FORD CITY SUBDIVISION" OF PARTS OF THE NORTH THREE QUARTERS OF SECTION 37 AND THE SOUTHWEST QUARTER OF SECTION 37, BOTH IN TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 27, 1986 AS DOCUMENT 84166800, IN COOK COUNTY, ILLINOIS, SAID PARTS OF LOTS 1, 2 AND 4 BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN LOT 1 WHICH IS THE INTERSECTION OF THE WEST FACE OF AN EXISTING BUILDING WITH A LINE WHICH IS 1260.00 FEET, MEASURED PERPENDICULARLY, NORTH FROM A STRAIGHT LINE (HEREINAFTER REFERRED TO AS LINE "A") WHICH EXTENDS FROM A POINT ON THE WEST LINE OF SECTION 37 WHICH IS 44.44 FEET SOUTH FROM THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION, TO A POINT ON THE EAST LINE OF SAID SECTION 37 WHICH IS 619.37 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SOUTH HALF, SAID INTERSECTION BEING 401.43 FEET, MEASURED PERPENDICULARLY, EAST FROM SAID WEST LINE OF SECTION 37;

THENCE WEST ALONG SAID LINE 1160.00 FEET NORTH FROM AND PARALLEL WITH THE WEST LINE OF SECTION 37, A DISTANCE OF 150.40 FEET;

THENCE SOUTH ALONG A LINE 157.35 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 37, A DISTANCE OF 199.40 FEET;

THENCE SOUTHWARDLY ALONG A CURVED LINE, CONVEXED SOUTHWESTERLY, HAVING A RADIUS OF 436.43 FEET AND A CHORD BEARING OF SOUTH 73 DEGREES 13 MINUTES 28 SECONDS WEST, A DISTANCE OF 123.10 FEET;

THENCE SOUTH 81 DEGREES 18 MINUTES 15 SECONDS WEST ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 33.31 FEET;

THENCE SOUTHWESTWARDLY ALONG A CURVED LINE, TANGENT TO THE LAST DESCRIBED LINE, CONVEXED NORTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET, A DISTANCE OF 24.00 FEET TO AN INTERSECTION WITH THE WEST LINE OF LOT 1, SAID INTERSECTION BEING 108.44 FEET NORTH FROM LINE "A";

THENCE NORTH ALONG SAID WEST LINE OF LOT 1, BEING ALSO THE EAST LINE OF SOUTH CICERO AVENUE (SAID EAST LINE OF CICERO AVENUE BEING A LINE 60.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 37) A DISTANCE OF 67.39 FEET;

THENCE SOUTHWESTWARDLY AND EASTWARDLY ALONG A CURVED LINE, CONVEXED SOUTHWESTERLY AND HAVING A RADIUS OF 40.00 FEET, A DISTANCE OF 24.24 FEET TO A POINT WHICH IS 83.43 FEET EAST FROM THE WEST LINE OF SECTION 37 AND 97.31 FEET NORTH FROM LINE "A";

THENCE NORTH 83 DEGREES 33 MINUTES 36 SECONDS EAST ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 38.15 FEET;

THENCE NORTHEASTWARDLY ALONG A CURVED LINE, TANGENT TO THE LAST DESCRIBED LINE, CONVEXED SOUTHEASTERLY AND HAVING A RADIUS OF 443.35 FEET, A DISTANCE OF 130.14 FEET TO AN INTERSECTION WITH A LINE WHICH IS 237.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 37;

THENCE NORTH ALONG SAID PARALLEL LINE, A DISTANCE OF 253.39 FEET TO AN INTERSECTION WITH THE FOREMENTIONED LINE 1260.00 FEET NORTH FROM AND PARALLEL WITH LINE "A";

THENCE WEST ALONG SAID PARALLEL LINE A DISTANCE OF 177.00 FEET TO A POINT ON THE WEST LINE OF LOT 1 AFORESAID;

THENCE NORTH ALONG SAID WEST LINE OF LOT 1, BEING ALSO THE EAST LINE OF SOUTH CICERO AVENUE (SAID EAST LINE OF CICERO AVENUE BEING A LINE 60.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 37) A DISTANCE OF 27.27 FEET TO THE SOUTHWEST CORNER OF LOT 1 AFORESAID;

THENCE CONTINUING NORTH ALONG THE EAST LINE OF CICERO AVENUE (BEING ALSO WEST LINE OF SAID LOT 1) A DISTANCE OF 7.23 FEET TO AN INTERSECTION WITH A LINE 124.30 FEET NORTH FROM AND PARALLEL WITH LINE "A";

THENCE EAST ALONG SAID LINE 124.30 FEET NORTH FROM AND PARALLEL WITH LINE "A", PASSING INTO LOT 4 AFORESAID, A DISTANCE OF 120.70 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID LOT 4;

THENCE SOUTH ALONG SAID EAST LINE AND ALONG THE SOUTHWARD EXTENSION OF SAID EAST LINE, A DISTANCE OF 7.23 FEET TO A POINT ON THE SOUTH LINE OF LOT 1 AFORESAID;

THENCE EAST ALONG SAID SOUTH LINE (SAID SOUTH LINE BEING A LINE 1187.27 FEET NORTH FROM AND PARALLEL WITH LINE "A"), A DISTANCE OF 169.89 FEET TO AN INTERSECTION WITH THE NORTHWARD EXTENSION OF THE EAST FACE OF THE FOREMENTIONED EXISTING BUILDING;

THENCE SOUTH ALONG SAID NORTHWARD EXTENSION (BEING A LINE 430.19 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 37), A DISTANCE OF 4.50 FEET TO THE NORTHEAST CORNER OF SAID EXISTING BUILDING;

THENCE WEST ALONG THE NORTH FACE OF SAID BUILDING, A DISTANCE OF 12.34 FEET TO THE NORTHWEST CORNER THEREOF;

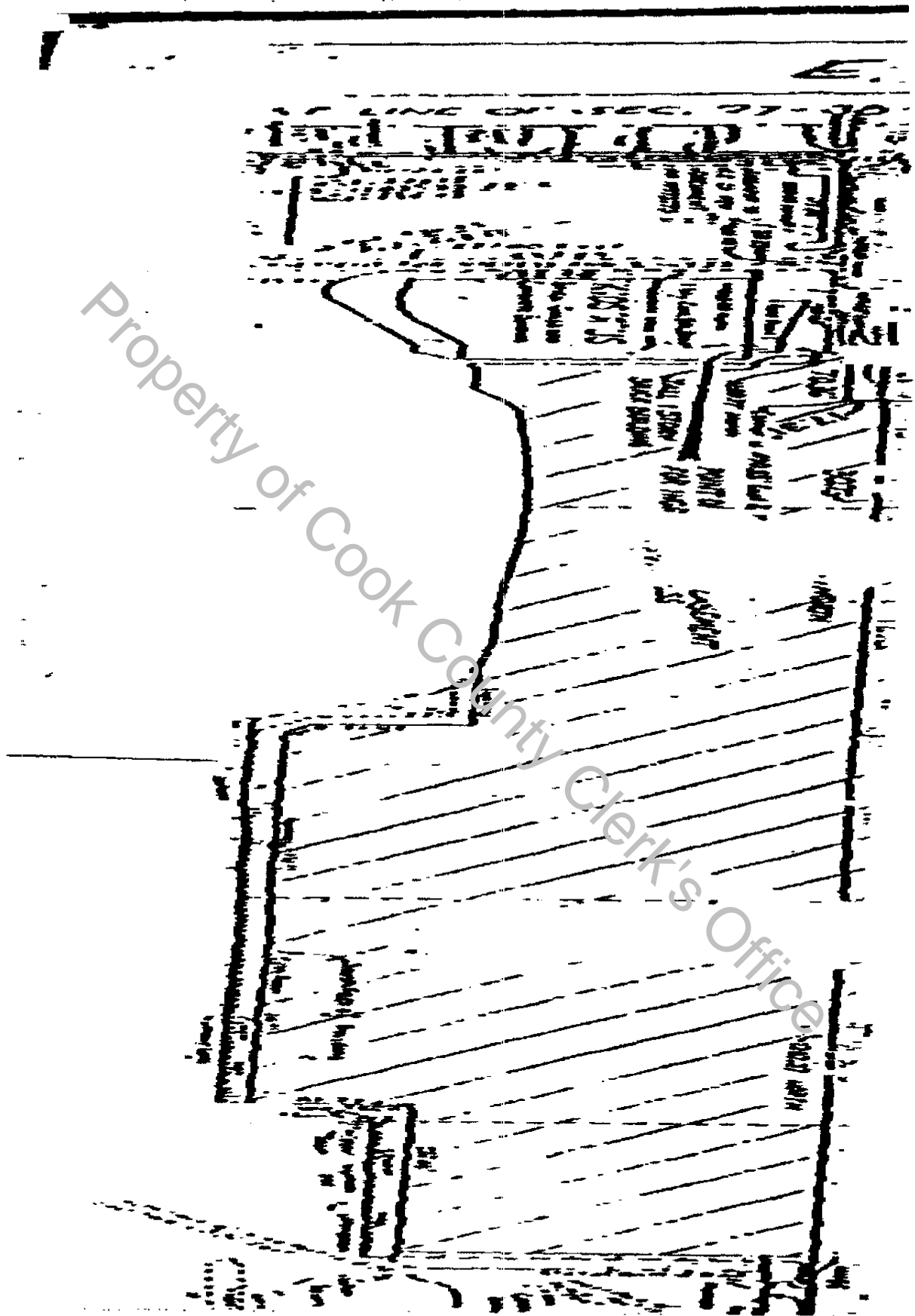
THENCE SOUTH ALONG THE WEST FACE OF SAID BUILDING, A DISTANCE OF 30.77 FEET TO THE POINT OF BEGINNING;

IN COOK COUNTY, ILLINOIS,  
CONTAINING 26.733 SQUARE FEET (0.6141 ACRES) OF LAND, MORE OR LESS.

9368804

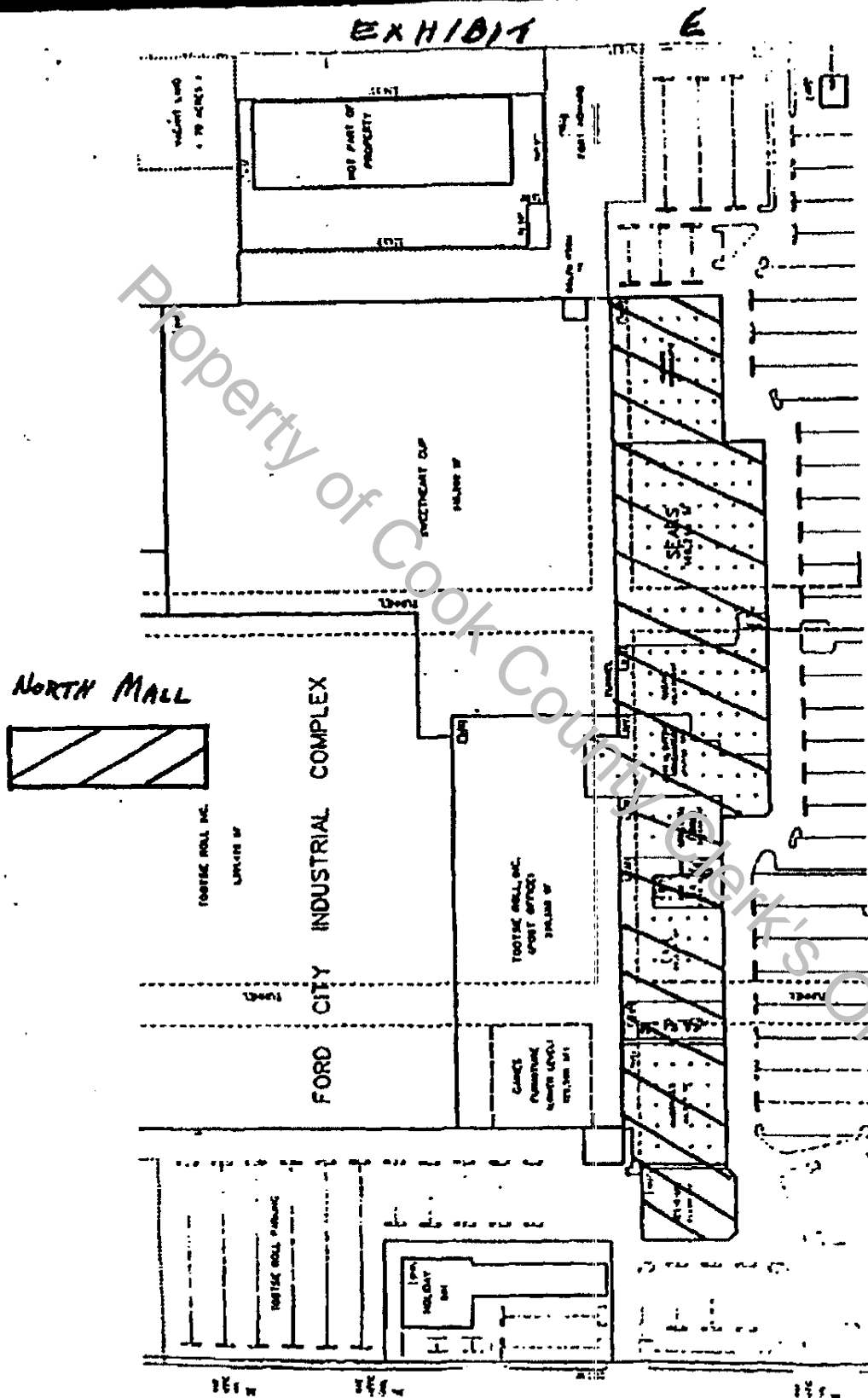


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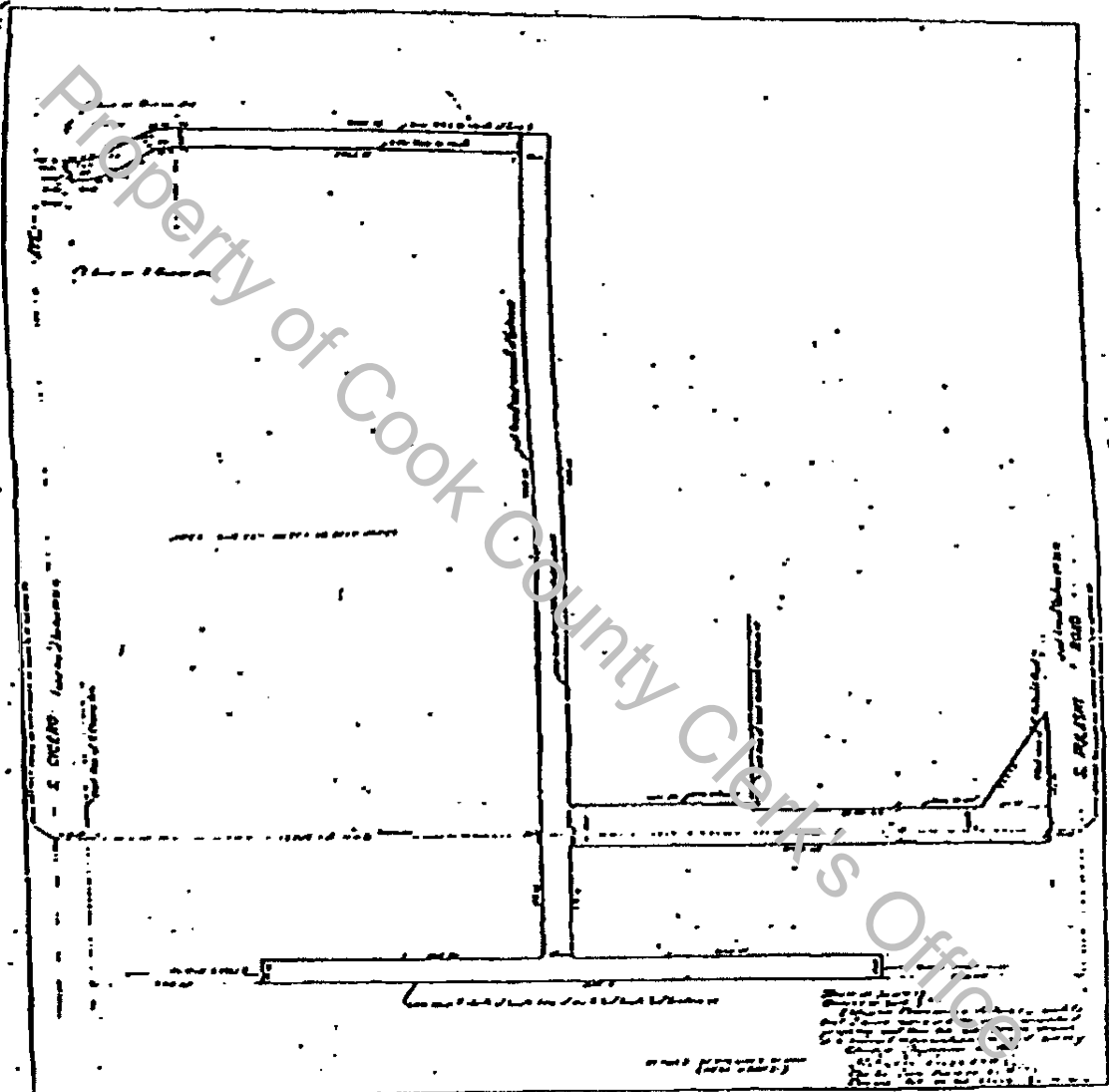
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## EXHIBIT F PRIVATE ROADWAY SYSTEM



NOTE: A more legible copy of this plat is attached as Exhibit C to Document No. 25229951 recorded on November 7, 1979.

*CR*

**UNOFFICIAL COPY****EXHIBIT F****EXISTING RECORDED DOCUMENTS**

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19972008  
19982474  
21045716

20029724

19526531

20145509  
21045714  
22118270

21755137

19784220

24748418

20698410  
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25229951

87163831

20242883

93688204

DJL:423A

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9

AUGUST

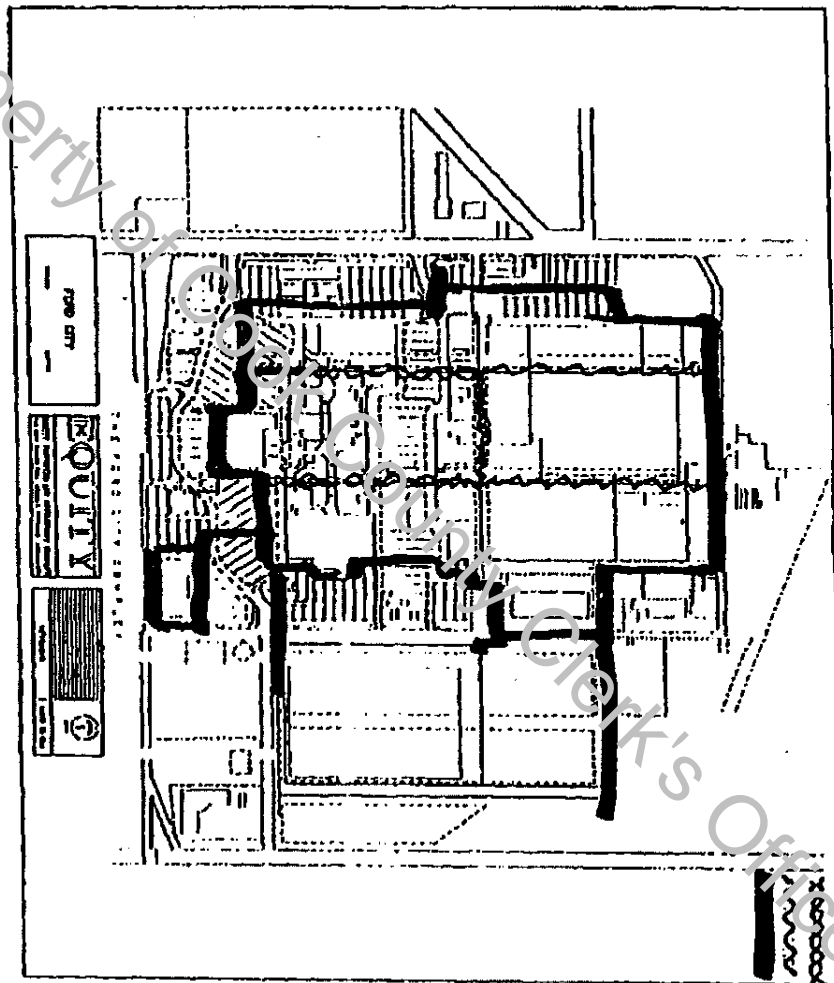
30

J.C.

93

EXHIBIT G

FIRE LOOP



93688204

Exhibit G  
The Station  
Jail, Sheriff's  
Department