



Doc#: 1309310038 Fee: \$70.00
RHSP Fee:\$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/03/2013 12:16 PM Pg: 1 of 17

**THIS INSTRUMENT
PREPARED BY AND AFTER
RECORDING RETURN TO:**

Gregg M. Dorman, Esq.
Seyfarth Shaw LLP
131 S. Dearborn St., Suite 2400
Chicago, Illinois 60603-5577

Property: 7150-7200 S. Cicero
Ave., Bedford Park, IL

PIN: 19-28-201-034-0000
19-28-201-035-0000

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201314913

SECOND AMENDED MEMORANDUM OF LEASE

THIS SECOND AMENDED AND RESTATED MEMORANDUM OF LEASE (this "Memorandum") is made and entered into as of the 29 day of March, 2013, by and between **COLE HD BEDFORD PARK II, LLC**, a Delaware limited liability company ("Landlord") and **HOME DEPOT U.S.A., INC.**, a Delaware corporation ("Tenant"). Landlord and Tenant are sometimes collectively referred to herein as the "**Parties**".

Recitals:

A. Landlord is the fee owner of certain parcels of real estate located on South Cicero Avenue westerly of 72nd Street in the Village of Bedford Park consisting of Lot 3 and Lot 4 of the Bedford Square Resubdivision as more particularly described on **Exhibit A** attached hereto (the "**Property**"). The Property is improved with a retail building containing approximately 218,076 square feet and is located in a larger commercial retail development (the "**Shopping Center**") on the land described on **Exhibit A-1** attached hereto that is subject to that certain Operation and Easement Agreement dated as of February 12, 1992 and recorded in the Office of the Cook County, Illinois Recorder of Deeds on February 20, 1992 as Document No. 92106810 (as amended, the "**OEA**") between Landlord (as successor-in-interest to American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated June 24, 1991 and known as Trust No. 113337-05 (the "**ANB Trust**")) and Target (as successor-in-interest to Dayton Hudson Corporation).

B. Landlord (as successor-in-interest by assignment from ANB Trust, the original landlord thereunder, to Landlord) and Tenant (as successor-in-interest by assignment from Pace Membership Warehouse, Inc. ("**Pace**"), the original tenant thereunder, to Wal-Mart Stores, Inc., the assignee of Pace's interest as tenant thereunder, and the further assignment by Wal-Mart Stores, Inc., to Tenant) are parties to a certain Lease dated January 15, 1992, as evidenced by that certain Memorandum of Lease recorded in the Office of the Cook County, Illinois Recorder of Deeds on February 28, 1992 as Document No. 92130929 (the "**Pace MOL**"), and that certain Memorandum of Assignment of Lease recorded in the Office of the Cook County, Illinois

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Recorder of Deeds on November 4, 1994 as Document No. 94945574, and as amended by that certain Amendment to Leases – Waban Lease/Pace Lease between the ANB Trust and Tenant dated to be effective as of December 18, 1997 (the “**Amendment to Leases**”) (as so evidenced, assigned and amended, collectively the “**Pace Lease**”).

C. Landlord (as successor-in-interest by assignment from the ANB Trust, the original landlord thereunder, to Landlord) and Tenant (as successor-in-interest by assignment from Waban Inc. (“**Waban**”), the original tenant thereunder, to Tenant) were parties to a certain Lease dated November 7, 1991, as amended and evidenced by that certain: (i) Memorandum of Lease dated November 7, 1991 (the “**Waban MOL**” which, together with the Pace MOL is collectively referred to herein as the “**Prior MOLs**”); (ii) Amendment A dated November 10, 1992 between the ANB Trust and Waban; (iii) Lease Amendment B to Waban Lease dated as of March 31, 1995 between the ANB Trust and Tenant; (iv) Memorandum of Assignment of Lease recorded in the Office of the Cook County, Illinois Recorder of Deeds on February 18, 1994 as Document No. 94163278; (v) Amended and Restated Memorandum of Assignment of Lease recorded in the Office of the Cook County, Illinois Recorder of Deeds on December 20, 1994 as Document No. 04061138; and (vi) the Amendment to Leases (as so evidenced, assigned and amended, collectively the “**Waban Lease**”).

D. Landlord and Tenant have now entered into that certain Second Amendment to Pace Lease and Agreement Regarding Termination of Waban Lease between Landlord and Tenant dated as of March 27, 2013 (the “**Second Amendment**”). Capitalized terms used herein that are defined in the Second Amendment shall have the same meaning herein as are ascribed to such terms in the Second Amendment unless otherwise defined herein or the context dictates otherwise. Upon the Effective Date of the Second Amendment, (i) the Waban Lease will be terminated in order to permit Landlord to enter into the Art Van Lease with Art Van Furniture, Inc. (“**Art Van**”) for the Waban Excess Space (formerly leased to Tenant under the Waban Lease) (such portion, together with Art Van’s rights to use of the common areas on Landlord’s Tax Parcel is referred to herein as the “**AV Premises**”); and (ii) the Pace Lease will be amended to, among other things, (a) add to the Premises the Waban HD Store Premises (consisting of the portion of the Property referred to as “Space A” in Tenant’s home improvement store included within the demised premises under the Waban Lease), (b) extend the Lease Term, and (c) adjust the rental paid by Tenant. References in this Memorandum to the phrase “**the Lease**” or any similar reference shall refer to the Pace Lease, as amended by the Second Amendment.

E. The Second Amendment required, as a condition to the Effective Date thereunder, for Landlord and Tenant to amend and restate the Prior MOLs as more particularly provided in this Memorandum, and that Art Van would execute a consent to this Second Amendment as more fully set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals, the terms of which are incorporated herein by this reference, the mutual covenants and agreements of the Parties contained in the Second Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

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1. **Term and Premises.** The Term of the Lease has been extended through January 31, 2028, and the Premises leased by Tenant thereunder in the Shopping Center are described on **Exhibit A-2** attached hereto and approximately as depicted on the site plan attached hereto on **Exhibit B**, which Premises includes all rights of ingress and egress and all other rights, easements and appurtenances pertaining to said Premises, including, without limitation, the right to use the common areas of the Shopping Center for the purposes contemplated in the Lease, all of which rights are more particularly described in the Lease.

2. **Options to Extend Term.** Reference is particularly made to Section 4 of the Second Amendment wherein Tenant is given the option to extend the term of the Lease on the terms and conditions set forth therein for two (2) successive periods of five (5) years each.

3. **Use.** Reference is particularly made to Section 21 of the of the Pace Lease wherein Tenant is granted the right to use the Premises for any retail or wholesale purpose.

4. **Parking.** Reference is particularly made to Section 8 of the Second Amendment wherein Landlord covenants and agrees that: (i) the parking ratio for the Shopping Center shall at all times remain at least 4.5 parking spaces per 1,000 square feet of floor area; (ii) the number of parking spaces on the HD Tax Parcel shall in no event be less than five hundred fifty-five (555) parking spaces; and (iii) the number of parking spaces in the Shopping Center shall in no event be less than one thousand seven hundred sixty-four (1,764) parking spaces.

5. **Shopping Center Prohibited Uses.** Reference is also particularly made to Section 21 of the Pace Lease which established certain use restrictions binding on the Shopping Center in favor of Landlord and Tenant.

6. **Property Restricted Uses.**

(a) Reference is particularly made to Section 9 of the Second Amendment which established certain use restrictions binding on Landlord, its grantees, tenants, successors and assigns and the portion of the Property (excluding the Premises and Common Areas included in the HD Tax Parcel) in favor of Tenant. Such use restrictions are set forth below in their entirety:

Landlord agrees that no portion of the Property (other than the Premises and Common Areas included in the HD Tax Parcel) may be used as a home improvement center, hardware store or garden center or for the sale, display, lease and/or distribution of any of the following products or services: lumber; hardware items; plumbing supplies; electrical supplies; tools and equipment; paint; siding; ceiling fans; lawn and garden equipment or vehicles; gardening supplies; nursery products; kitchen and other major appliances; pool supplies; Christmas trees; items or materials related to hard and soft flooring and floor coverings (including tile, wood flooring, rugs and carpeting); interior design services; kitchens or bathrooms or components thereof (including tubs, sinks, faucets, mirrors, cabinets, showers, vanities, countertops and related hardware); indoor and outdoor lighting; window treatments (including draperies, curtains, blinds and shutters); wallpaper and wall coverings; patio furniture and patio

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accessories; cookware; closet organizing systems; or outdoor cooking and related equipment and accessories (including gas or barbecue or outdoor cooking grills of any kind and related equipment, tanks, lines, valves, igniters implements and accessories); and other related items customarily carried by a home improvement center or hardware store or for any garden center or greenhouse selling live plants, trees, shrubbery or other vegetation, except for the incidental sale of such items. As used herein, the phrase the "incidental sale of such items" shall mean the sale of one or more of the restricted products or services in this Section 6(a) where such items occupy, in the aggregate, five hundred (500) square feet or less, but in no event may the incidental sale of such items by any other tenant of the Property exceed two percent (2%) of such tenant's gross sales from the business conducted by such tenant on the Property.

(b) Notwithstanding the terms of Section 6(a) above, Tenant acknowledges and agrees that for so long as either (i) the Art Van Lease remains in effect and/or (ii) Art Van or any subtenant, successor or assign is using the AV Premises as a retail furniture store, then Tenant acknowledges that the foregoing use restriction shall be deemed modified as set forth below:

No portion of the AV Premises shall be used as a home improvement center, hardware store, garden center or for the sale, display, lease or distribution of any one or more of the following products or services: lumber, hardware items, plumbing supplies, electrical supplies, tools and equipment, paint, wallpaper and wall coverings, hard and soft flooring (including, without limitation, tile, wood flooring, and kitchens or bathrooms or components thereof (including, without limitation, tubs, sinks, faucets, cabinets, showers, vanities, countertops and related hardware), window treatments (including, without limitation, draperies, curtains and blinds), siding, ceiling fans, lawn and garden equipment, gardening supplies, nursery products, pool supplies, gas grills, barbeques and related accessories, kitchen or other major appliances, closet organizing systems and other related items customarily carried by a home improvement center, hardware store or for any garden center or greenhouse selling live plants, trees, shrubbery or other vegetation including, without limitation, Christmas trees, except that:

(i) incidental sales (as hereinafter defined) of such items shall be permitted (excluding kitchen and major appliances and gas grills, barbeques and related accessories, the sale of which products shall not be permitted at all); and

(ii) the sale of artificial plants or trees (other than Christmas trees) shall be permitted.

As used herein, the term "incidental sale of such items" shall mean the sale of one or more of the restricted products or services in this Section 6(b) (excluding kitchen and major appliances and gas grills, barbeques and related accessories, the sale of which products shall not be permitted at all) where such items occupy, in the aggregate, five hundred (500) square feet or less.

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Notwithstanding anything in the foregoing restriction (the "Restriction") to the contrary, Art Van shall be permitted to sell:

(A) flooring materials subject to the following parameters: (1) Art Van's sales floor display area for flooring products will not exceed 1,500 square feet; (2) products offered in the permitted area will be broadloom and hard surface flooring products, including wood laminate, tile and vinyl composition tile; and (3) Art Van will not have or sell any so-called "do-it-yourself" (i.e., buy and carry-out type) flooring products (including remnants) or related materials, products, tools, glue or ancillary items; and

(B) window treatments subject to the following parameters: (1) product offerings are custom ordered, designed and made window treatments; (2) on sales floor display area of window treatments will be attached to a wall in the permitted flooring display area described in clause (A) above (i.e., Art Van will not have any "dedicated" space or "in-stock" window treatment merchandise); and (3) Art Van will not have or sell any so-called "do-it-yourself" (i.e., buy and carry-out type) window treatment products or related materials, products, tools, glue or ancillary items.

Art Van acknowledges by its execution of this Memorandum that the Restriction (which for purposes of this Section 6(b) of the Memorandum shall include the covenants and restrictions contained below related to Outdoor Sales (as hereinafter defined)) shall burden Art Van, its successors, subtenants and permitted assigns or any other occupant of the AV Premises and shall inure to the benefit of (i) Landlord, (ii) the remainder of the land owned by Landlord in the Shopping Center (excluding the AV Premises) and (iii) Home Depot U.S.A., Inc., its affiliates, successors, subtenants and assigns (collectively, "Home Depot"), it being expressly understood that Home Depot is a direct, intended third party beneficiary of the Restriction, with the right to enforce the Restriction (including, without limitation, the covenants and restrictions related to Outdoor Sales contained herein) and to pursue all rights and remedies available at law or in equity against Art Van, its successors, subtenants and permitted assigns or any other occupant of the AV Premises with respect to any violation thereof. As used in the Restriction, the term "AV Premises" shall include, and the Restriction shall apply to, any permitted use of the sidewalk or common areas in front of the AV Premises by Art Van, its successors, subtenants and permitted assigns or any other occupant of the AV Premises.

This Restriction shall terminate upon the date which is the last to occur of the following events: (i) Home Depot's lease (the "HD Lease") for premises in the Shopping Center leased thereunder to Home Depot (the "HD Premises") is no longer in effect; (ii) Home Depot no longer occupies any portion of the HD Premises; and (iii) Home Depot no longer owns, directly or indirectly, any fee or leasehold interest in the Shopping Center.

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Art Van shall have the right to use the sidewalks and common areas in front of the AV Premises for outdoor sales purposes, including sidewalk sales, tent sales and similar outdoor sales events (collectively, "Outdoor Sales") subject to the following terms and conditions:

(i) all Outdoor Sales shall be subject to the terms, conditions and requirements set forth in the OEA or provided by all applicable laws;

(ii) Art Van shall not materially or unreasonably interfere with the operation of any business in the Shopping Center by any owner or occupant therein;

(iii) Art Van shall, at its sole cost and expense, (A) secure all Outdoor Sales enclosures, tents or temporary fencing or barricades and products to prevent any windblown damage or debris, (B) clean all affected areas of the common areas daily, including removal of windblown trash and debris, (C) remove all Outdoor Sales products, enclosures and related fixtures or materials from the common areas upon the conclusion of any Outdoor Sales event, and (D) repair and restore any damage caused by such Outdoor Sales and Art Van's use of the common areas therefor; and

(iv) Art Van shall in no event conduct Outdoor Sales events (excluding sidewalk sales immediately in front of the AV Premises) (A) more than four (4) times per year, with each event not to exceed two (2) weeks in duration, and (B) in any portion of the common area other than an area that will not exceed forty (40) feet by sixty (60) feet, which may only be located in the portion of the common area identified on Exhibit C attached hereto as the "Permitted Outdoor Sales Area".

Landlord and Art Van acknowledge and agree that the terms of the Restriction set forth in this Section 6(b) (exclusive of the Outdoor Sales restrictions set forth above which shall remain in effect) shall expire without further action or notice required by the Parties at such time as both (i) the Art Van Lease is no longer in effect and (ii) Art Van or any subtenant, successor or assign is not using the AV Premises as a retail furniture store.

7. **Purpose of Memorandum.** This Memorandum is prepared for the purposes of recording a notification as to the existence of the Lease but in no way modifies the express and particular provisions of the Lease or the priority of the Lease as evidenced by the Prior MOLs. In the event of a conflict between the terms of the Lease and the terms of this Memorandum of Lease, the terms of the Lease shall control.

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IN WITNESS WHEREOF, this Memorandum has been executed and delivered by the parties as of the date first above written.

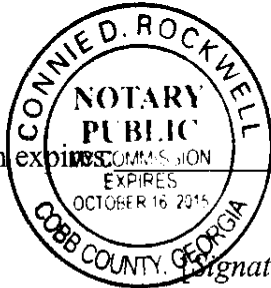
Tenant: **HOME DEPOT U.S.A., INC.,**
a Delaware corporation

By: Jennifer M. Evans
Name: Jennifer M. Evans
Title Sr. Attorney

STATE OF GEORGIA)
) ss.
COUNTY OF COBB)

I hereby certify, that on this 27th day of March, 2013, before me, a Notary Public of the State of Georgia, personally appeared Jennifer M. Evans, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed in my presence the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Connie D. Rockwell
Notary Public

My commission expires _____

Signatures continued on the next page

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Landlord:

COLE HD BEDFORD PARK IL, LLC,
a Delaware limited liability company

By: Cole REIT Advisors II, LLC,
a Delaware limited liability company,
its Manager

By: [Signature]
Print Name: Todd J. Weiss
Title: SVP

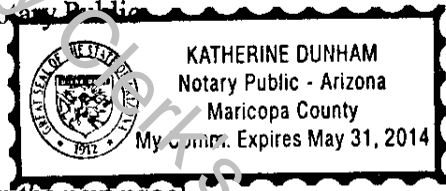
STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

I hereby certify, that on this 21st day of March, 2013, before me, a Notary Public of the State of Arizona, personally appeared Todd J. Weiss, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed in my presence the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Katherine Dunham
Notary Public

My commission expires: May 31, 2014



[Signatures continued on the next page]

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ART VAN CONSENT AND ACKNOWLEDGEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Art Van Furniture, Inc., a Michigan corporation (together with its affiliates, subtenants, successors and assigns, "**Art Van**") hereby represents, warrants, certifies, acknowledges and agrees to and for the benefit of Home Depot U.S.A., Inc., a Delaware corporation, its affiliates, subtenants, successors and permitted assigns (collectively, "**Home Depot**") and Cole HD Bedford Park IL, LLC, a Delaware limited liability company, its grantees, successors and assigns (collectively, "**Landlord**") as follows:

(i) The undersigned is an authorized officer of Art Van, with full right, power and authority to execute and deliver this Consent and Acknowledgement on behalf of Art Van;

(ii) This Consent and Acknowledgement shall constitute the legal, valid and binding obligation of Art Van which shall be enforceable by Home Depot or Landlord in accordance with its terms;

(iii) Art Van acknowledges receipt of adequate consideration for this Consent and Acknowledgement and waives any right to contest or challenge the enforceability of this Consent and Acknowledgement based on lack of or inadequate consideration;

(iv) Art Van represents and warrants that it has executed and delivered the Art Van Lease for the AV Premises (as those terms are defined in the Second Amended Memorandum of Lease (the "**Memorandum**") to which this Consent and Acknowledgement is attached;

(v) Art Van acknowledges and agrees that the use restrictions set forth in Section 6(b) of the Memorandum including, without limitation, the covenants and restrictions related to Outdoor Sales contained therein (collectively, the "**Restrictions**") shall:

(A) burden the AV Premises in accordance with the terms of Section 6(b) of the Memorandum;

(B) be binding upon Art Van (including, without limitation, its affiliates, subtenants, successors and permitted assigns or any other occupant of the AV Premises); and

(C) inure to the benefit of (1) Landlord, (2) the Property (as defined in the Memorandum (excluding the AV Premises), and (3) Home Depot; and

(vi) Art Van acknowledges and agrees that Home Depot is a direct, intended third party beneficiary of the Restriction, with the right to enforce the Restriction (including, without limitation, the covenants and restrictions related to Outdoor Sales contained therein) and to pursue all rights and remedies available at law or in equity

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against Art Van, its affiliates, successors, subtenants and permitted assigns or any other occupant of the AV Premises with respect to any violation thereof.

Art Van: **ART VAN FURNITURE, INC.,**
a Michigan corporation

By: *[Signature]*
Name: Michael Zambriek
Title: VP & General Counsel

STATE OF Michigan)
) ss.
COUNTY OF Macomb)

I hereby certify, that on this 27th day of March, 2013, before me, a Notary Public of the State of MI, personally appeared Michael Zambriek, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed in my presence the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Notary Public

My commission expires: _____



Property of Macomb County Clerk's Office

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EXHIBIT A

Legal Description of Property

LOTS 3 AND 4 IN BEDFORD CITY SQUARE RESUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST ¼ OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 10, 1992, WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 92413208.

TOGETHER WITH

EASEMENTS FOR INGRESS, EGRESS, UTILITIES AND PARKING AS DESCRIBED IN THAT CERTAIN OPERATION AND EASEMENT AGREEMENT DATED FEBRUARY 12, 1992 AND RECORDED ON FEBRUARY 20, 1992, WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 92106810, AND AS AMENDED BY AMENDMENT DATED AUGUST 29, 1992 AND RECORDED OCTOBER 30, 1992 AS DOCUMENT NUMBER 92809625, OVER, UPON AND ACROSS THE FOLLOWING PARCEL OF LAND: LOTS 1 AND 2 IN BEDFORD CITY SQUARE, BEING A SUBDIVISION IN THE NORTHEAST ¼ OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 10, 1992, WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 92413208.

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EXHIBIT A-1

Legal Description of Shopping Center

LOTS 1, 2, 3 AND 4 IN BEDFORD CITY SQUARE RESUBDIVISION, BEING A RESUBDIVISION IN THE NORTHEAST ¼ OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 10, 1992, WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 92413208.

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EXHIBIT A-2

Legal Description of Premises

LOT 3 IN BEDFORD CITY SQUARE RESUBDIVISION, BEING A RESUBDIVISION IN THE NORTHEAST ¼ OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 10, 1992, WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 92413208.

TOGETHER WITH THE PORTION OF THE FOLLOWING DESCRIPTION OF THE ENTIRE BUILDING WHICH IS LOCATED ON LOT 4 IN BEDFORD CITY SQUARE RESUBDIVISION:

A PART OF LOT 3 AND LOT 4 IN BEDFORD CITY SQUARE RESUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JUNE 10, 1992 AS DOCUMENT NUMBER 92413208 IN COOK COUNTY, ILLINOIS AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 89 DEGREES 31 MINUTES 46 SECONDS EAST, 38.81 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 14 SECONDS WEST, 169.39 FEET TO THE NORTHEAST CORNER OF A BUILDING AND THE POINT OF BEGINNING; THENCE ALONG SAID BUILDING THE FOLLOWING 6 COURSES:

1. SOUTH 00 DEGREES 27 MINUTES 39 SECONDS EAST, 416.57 FEET; THENCE
2. SOUTH 89 DEGREES 32 MINUTES 21 SECONDS EAST, 323.05 FEET; THENCE
3. NORTH 00 DEGREES 28 MINUTES 14 SECONDS EAST, 391.50 FEET; THENCE
4. NORTH 89 DEGREES 31 MINUTES 11 SECONDS WEST, 208.31 FEET; THENCE
5. NORTH 00 DEGREES 27 MINUTES 39 SECONDS EAST, 25.00 FEET; THENCE
6. NORTH 89 DEGREES 32 MINUTES 21 SECONDS WEST, 114.80 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

EASEMENTS FOR INGRESS, EGRESS, UTILITIES AND PARKING AS DESCRIBED IN THAT CERTAIN OPERATION AND EASEMENT AGREEMENT DATED FEBRUARY 12, 1992 AND RECORDED ON FEBRUARY 20, 1992, WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 92106810, AND AS AMENDED BY AMENDMENT DATED AUGUST 29, 1992 AND RECORDED OCTOBER 30, 1992 AS DOCUMENT NUMBER 92809625, OVER, UPON AND ACROSS THE SHOPPING CENTER.

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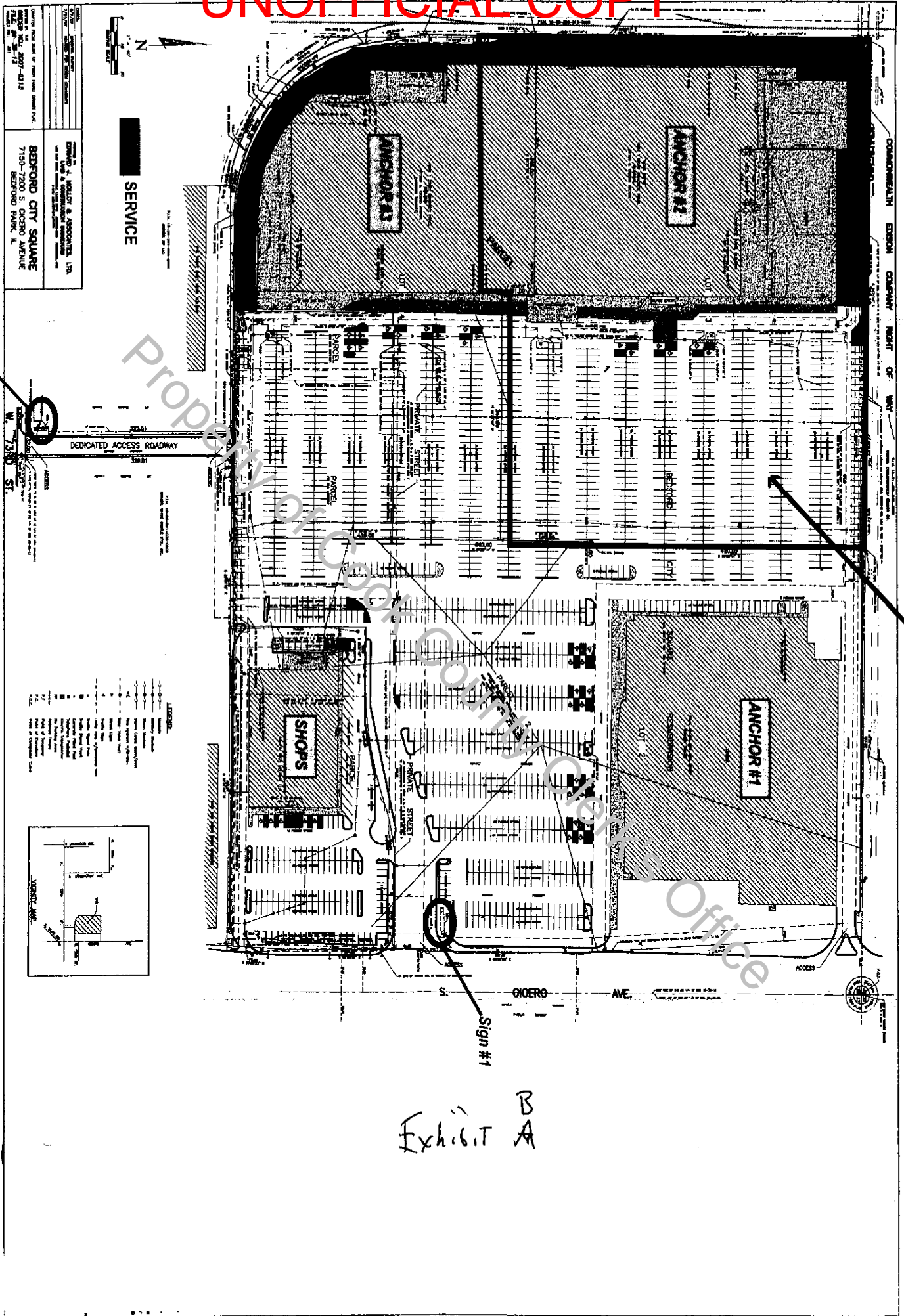
EXHIBIT B

Site Plan

(See copy attached)

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Demised Premises

Exhibit A B

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EXHIBIT C

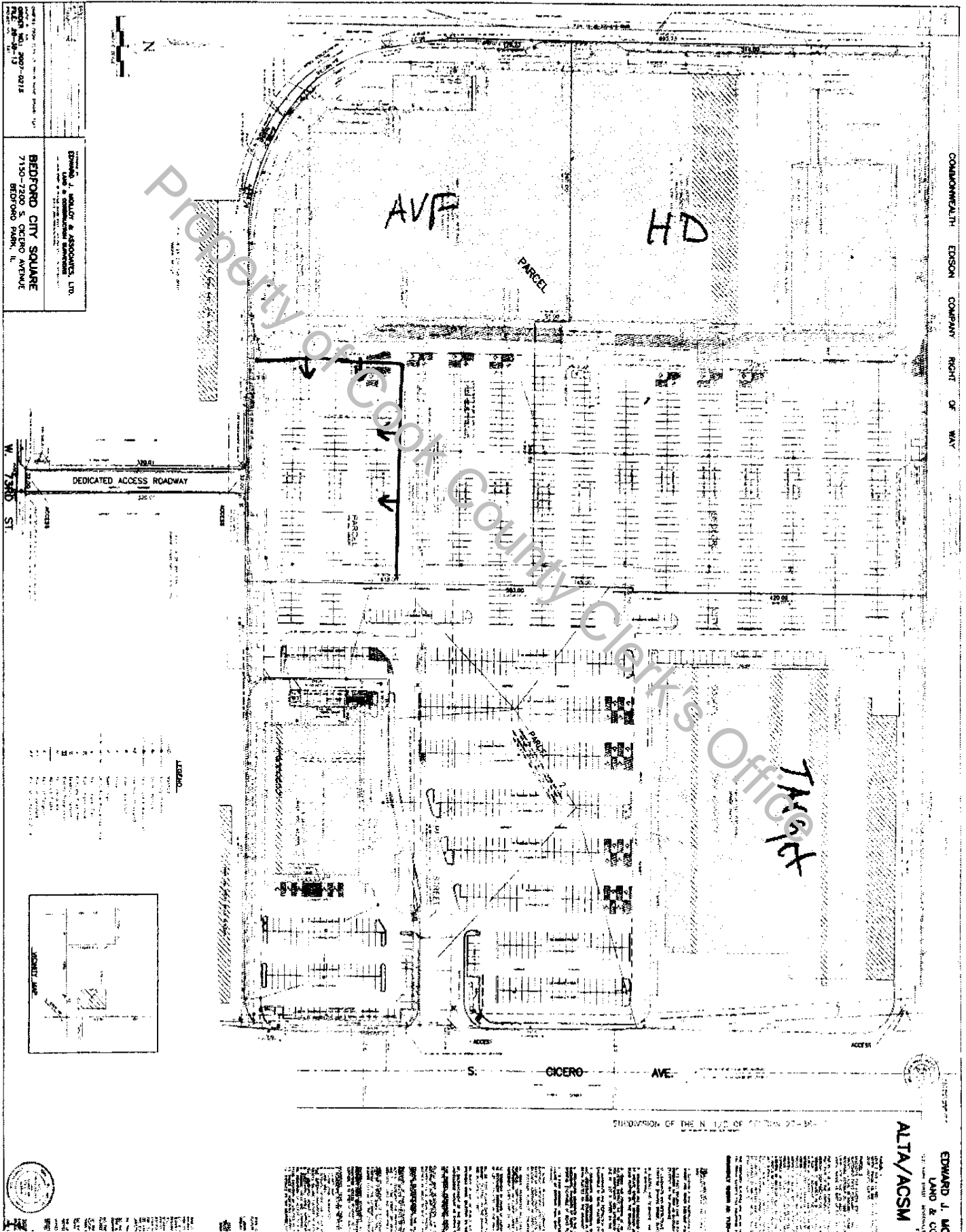
Depiction of AV Premises Permitted Outdoor Sales Area

(See copy attached)

Property of Cook County Clerk's Office

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Exhibit C



EDWARD J. MOYER & ASSOCIATES, LTD.
 LAND & CONSTRUCTION SURVEYORS
 7150-7200 S. CICERO AVENUE
 BEDFORD PARK, IL 60426
 PHONE: 708-297-0215
 FAX: 708-297-0213

COMMONWEALTH EDISON COMPANY RIGHT OF WAY

W. 7TH ST.
 DEDICATED ACCESS ROADWAY
 325' 0"

S. CICERO AVE.

DIVISION OF THE N. 1/2 OF SECTION 27-36-

EDWARD J. MOYER & ASSOCIATES, LTD.
 LAND & CONSTRUCTION SURVEYORS
 ALTA/ACSM



[Faint, illegible text, likely a legend or technical specifications]