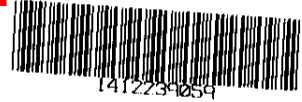


# UNOFFICIAL COPY

[#15907] Park Ridge, IL



Doc#: 1412239059 Fee: \$72.00  
RHSP Fee:\$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 05/02/2014 02:00 PM Pg: 1 of 18

**RETURN RECORDED DOCUMENT TO:**  
  
WALGREEN CO.  
Community & Real Estate Law Dept.  
104 Wilmot Road, 2<sup>nd</sup> Floor  
MS #1420  
Deerfield, Illinois 60015  
Attn: Mary Ellen Hanrahan

ACS-651327  
1051MA

## MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is made the 8<sup>th</sup> day of April, 2014, by and between TALCOTT TERRACE, LLC, an Illinois limited liability company, hereinafter called "Landlord," and WALGREEN CO., an Illinois corporation, hereinafter called "Tenant".

Pursuant to a lease of even date herewith (the "Lease"), Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, for a term of seventy five (75) years, commencing October 1, 2015, and continuing to and including September 30, 2090, as such dates shall be adjusted pursuant to Article 3 herein and subject to prior termination as hereinafter provided, the premises located in the City of Park Ridge, County of Cook, State of Illinois, to include not less than 133' feet of frontage along Devon Avenue, being a trapezoidal area containing approximately 15,456 square feet on the first floor, in the one-story building (the "Building") to be erected and completed by Landlord together with the drive through area and all improvements, appurtenances, easements, and privileges belonging thereto (the "Leased Premises") all as shown on the site plan attached hereto and made a part hereof as Exhibit "A" (the "Site Plan") and as part of the Shopping Center bounded by Prospect Avenue on the East, Talcott Road on the North and Devon Avenue on the South, and all as legally described in Exhibit "B" hereto attached and made a part hereof and hereinafter referred to as the "Shopping Center." The Shopping Center is to be redeveloped in phases, as indicated by the Phase I, Phase II, Phase III and Phase IV plans attached as Exhibit "A-1" hereto, and incorporated herein (hereinafter, "Site Plan Phase I", "Site Plan Phase II", "Site Plan Phase II" and "Site Plan Phase IV", respectively).

For purposes of this Memorandum, Tenant shall pay a rent of One Dollar (\$1.00) per year.

Said Lease bearing even date herewith and between the parties hereto contains, among others, the following provisions:

# UNOFFICIAL COPY

[#15907] Park Ridge, IL

## PARKING/ (Article 7)

*“(a) (i) (A)...The Parking Areas shall be for the free and exclusive use of customers, invitees and employees of Tenant and other tenants and occupants of said Shopping Center, from time to time [except for certain parking exclusively for use by AthletiCo of Park Ridge, LLC (“AthletiCo”) shown as “AP” on the Site Plan, but only during the continuance of the AthletiCo lease in the Shopping Center]. Tenant shall have the right to install time limited (i.e. short term parking) parking signage on no more than 23 parking spaces in front of the Leased Premises in the area depicted on Site Plan Phase IV as “Limited Time Parking Area”.*

*(B) The Parking Areas shall comply with applicable governmental parking ratio requirements.*

*(C) Landlord shall maintain, repair, adequately light when necessary during Tenant's business hours and for sixty (60) minutes thereafter, clean, promptly remove snow and ice from, supervise (including the use of security personnel to the extent that such personnel are necessary) and keep available the Access Drives.*

*(ii) There shall be no changes in the grade elevations in the Parking Areas which exceed five percent (5%), and such Parking Areas shall be suitably paved and drained. There shall be no steps or ramps (except to accommodate the handicapped) in the sidewalks within the Shopping Center except as shown on the Site Plan. All other buildings within the Shopping Center shall be one story in height, and shall not exceed a maximum height of 55 feet from grade level and no buildings or other structures shall be erected within the Shopping Center except as indicated on the Site Plan. No alterations or additions shall be made to the Parking Areas and no additional areas added to the Building nor shall additional stories be added to any building in the Shopping Center without obtaining Tenant's express written consent, which consent may be granted or denied in Tenant's sole discretion. Upon completion of the Shopping Center as shown in Site Plan Phases I – IV, the Parking Areas shall have automobile entrances and exits from and to adjacent streets and roads, which said entrances and exits shall be of such size and at such locations as are shown on the Site Plan Phase #IV. Upon completion of the Shopping Center as shown in Site Plan Phases I – IV, the automobile traffic aisles in the Parking Areas shall run in directions shown on the Site Plan Phase #IV.*

*(iii) If Landlord shall be in default after notice of any of the provisions of Article 7(a)(ii) above, Tenant shall have, in addition to any other remedies available to it under this Lease, including the right to injunctive or other equitable relief, the right to either (a) terminate this Lease by giving notice thereof to Landlord or, (b) pay as rent, (in lieu of that provided in Sections [a] and [b] of Article 2 of this Lease) an amount equal to one-half of the fixed minimum monthly rent set forth in Section (a) of Article 2 and further shall not be obligated to pay any other rents or any other charges otherwise required to be paid under this Lease. Tenant shall recommence paying rents and other charges under this Lease as of the date that all of such defaults have been fully cured but Tenant shall not be obligated to pay any amounts which would have been payable during the period of Landlord's default.”*

# UNOFFICIAL COPY

[#15907] Park Ridge, IL

“(c) In the event that Tenant remains open for business during hours or days that all or some of the other occupants of the Shopping Center are not also open for business, Landlord shall nonetheless provide all of the services described in Article 7(a) above during such hours and days, including, but not limited to, the illumination of the Parking Areas, but neither the amount charged Tenant for such services shall be increased nor the method for determining Tenant's share of such charges shall be modified from that described above.”

## EXCLUSIVES (Article 8)

“(a) Landlord covenants and agrees that, during the Term and any extensions or renewals thereof, no other portion of the Shopping Center will be used for any one or combination of the following: (i) the operation of a drug store or a so-called prescription pharmacy or prescription ordering, processing or delivery facility, whether or not a pharmacist is present at such facility, or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind; (ii) the operation of a medical diagnostic lab or the provision of treatment services (other than as part of a medical, optical, dental, physician, surgical or chiropractic office[s], which office[s] shall not be restricted by this subsection [ii] including without limitation, Health South or an AthletiCo); (iii) the sale of so-called health and beauty aids or drug sundries; (iv) the operation of a business in which alcoholic beverages shall be sold for consumption off the premises (excepting and allowing at the Shopping Center a wine specialty store and further excepting the sale of alcoholic beverages in connection with a quick service or fast food restaurant or full service restaurant); (v) the operation of a business in which photofinishing services (including, without limitation, digital photographic processing or printing, or the sale of any other imaging services, processes or goods, provided, however, a business such as FedEx Kinko's shall be permitted to have one self-service digital photofinishing kiosk) or photographic film are offered for sale (except that the incidental sale of film shall be permitted within a business in the Shopping Center in an area not to exceed 10% or 25 square feet, whichever is less of the total floor area of such business); (vi) the operation of a business in which greeting cards or gift wrap are offered for sale (except that the incidental sales of such items shall be permitted within a business in the Shopping Center in an area not to exceed 10% or 100 square feet, whichever is less of the total floor area of such business); and (vii) the operation of a business in which prepackaged food items for off premises consumption are offered for sale (except that the incidental sales of such items shall be permitted within a business in the Shopping Center in an area not to exceed 10% or 100 square feet, whichever is less of the total floor area of such business, and also excepting prepackaged food items from a business whose principal business is the operation of a deli at the Shopping Center). In the event that Tenant files suit against any party to enforce the foregoing restrictions, Landlord agrees to cooperate fully with Tenant in the prosecution of any such suit, and reimburse Tenant for all of the reasonable attorneys' fees and court costs incurred by Tenant in connection with such suit, notwithstanding its resolution.

(b) (i) Landlord shall not permit or suffer any other occupant of the Shopping Center to use any premises or any portion thereof, and Tenant shall not use the Leased Premises, for purposes of a cocktail lounge, bar, any other establishment that sells alcoholic beverages for on-premises

**UNOFFICIAL COPY**

[#15907] Park Ridge, IL

consumption (excepting the sale of alcoholic beverages in connection with a quick service or fast food restaurant and/or a full service restaurant), disco, bowling alley, pool hall, billiard parlor, laser tag or similar facility, skating rink, roller rink, amusement arcade, a theater of any kind, children's play or party facility, adult book store, adult theatre, adult amusement facility, any facility selling or displaying pornographic materials or having such displays, second hand store, odd lot, closeout or liquidation store, the operation of a so-called "dollar" or similar store which sells and/or advertises the sale of any products then also typically sold in a Walgreens drug store at a specific price point or below a specific deeply discounted price level (e.g., a "dollar" or "99cents" store), auction house, flea market, educational or training facility (including, without limitation, a beauty school, barber college, school or other facility catering primarily to students or trainees rather than customers), gymnasium, sport or health club or spa, blood bank, massage parlor, funeral home, sleeping quarters or lodging, the outdoor housing or raising of animals, the sale, leasing or storage of automobiles, boats or other vehicles, any industrial use (including, without limitation, any manufacturing, smelting, rendering, brewing, refining, chemical manufacturing or processing, or other manufacturing uses), any mining or mineral exploration or development except by non-surface means, a car wash, a carnival, amusement park or circus, an assembly hall, off track betting establishment, bingo hall, any use involving the use, storage, disposal or handling of hazardous materials or underground storage tanks, any use which may materially or adversely affect the water and sewer services supplied to the Leased Premises, a church, temple, synagogue, mosque, or other house of worship, any facility for the sale of paraphernalia for use with illicit drugs, office use (except incidental to a retail use and as permitted by Article 8(a)(ii) above) and limited to an aggregate of 2,000 square feet for the Shopping Center as a whole), or any use which creates a nuisance.

(ii) The Leased Premises shall not be used for: (A) the sale of prepared chicken and chicken products for on or off premises consumption (the "Boston Market Lease Exclusive"), nor (B) for the purpose of providing as its primary services sports medicine, physical and occupational therapy, orthopedic rehabilitation, work rehabilitation, or performing arts medicine (the "AthletiCo Lease Exclusive").

(c) Notwithstanding the foregoing, the above restrictions shall not apply to (i) that certain lease dated December 10, 2008 (as amended) between Landlord's predecessor in interest and AthleticCo of Park Ridge, LLC, and (ii) that certain lease dated June 18, 1993 between Landlord's predecessor in interest and Boston Chicken, Inc. (as amended); provided, however, that (A) Landlord shall not amend any such existing leases, or consent to any change in use thereunder so as to allow the operation of a business in violation of the foregoing exclusive use restriction, such as by way of example and without limitation, amending any existing use and/or assignment or subletting provisions contained in such leases and, provided further, (B) that if Landlord has the right to withhold consent to any assignment or sublet under any such existing leases, Landlord will not consent to any assignment or sublet under any such lease to a use in violation of the foregoing exclusive use restrictions. Landlord shall enforce any use provisions contained in any such existing leases which prohibit or restrict such tenant from operating a business in violation of the foregoing exclusive use restrictions; in the event Landlord shall fail or refuse to so enforce any such use provision, Tenant shall be deemed to have been assigned Landlord's right to enforce such use provision and all costs incurred by Tenant

**UNOFFICIAL COPY**

[#15907] Park Ridge, IL

in the event of such enforcement (including without limitation attorneys' fees and costs) shall be reimbursed to Tenant from Landlord. Landlord represents and warrants that no existing lease (except Tenant's Existing Lease (as defined below in Article 36)) permits an existing tenant to engage in the activities reserved to Tenant in 8(a) above (except clause 8(a)(vii), which Tenant acknowledges is an activity permitted by other tenants)."

"(e) Landlord covenants and agrees that all other leases, subleases or other instruments enabling occupancy or operations in the Shopping Center expressly provide that any exclusive use restrictions that may be contained in such leases, subleases or other instruments shall not apply to the Leased Premises (except the Boston Market Lease Exclusive and the AthletiCo Lease Exclusive). In the event that any action, claim or suit is brought by any party (including without limitation any other tenant of the Shopping Center) against Tenant alleging that Tenant's operations in the Leased Premises are in violation of any use restriction contained in any instrument, Landlord shall defend (by counsel reasonably satisfactory to Tenant), indemnify and hold Tenant harmless from any damages, loss, or cost (including, without limitation, attorneys' fees and costs) suffered by Tenant thereby, or from the enforcement of said restriction against Tenant. In addition, in the event that a court of competent jurisdiction shall hold that Tenant's operations in the Leased Premises are in violation of any such use restriction (including without limitation any other tenant's exclusive use restriction), Tenant, at Tenant's option shall have the right to terminate this Lease upon thirty (30) days written notice thereof to Landlord."

**SIGNAGE (Article 11)**

"(d) No freestanding, monument and/or pylon signs erected within the Shopping Center shall: (i) prevent or restrict Tenant from maintaining its freestanding sign(s) described in Section (c) above, (ii) reduce available signage for the Shopping Center (taking into account the maximum sign area permitted by law based on the size and frontage of the Shopping Center or the amount of signage then existing at the exterior of the Building, whichever is greater), or (iii) obstruct the visibility of said Tenant's freestanding sign(s) from adjacent streets and roads."

**SIDEWALKS (Article 12)**

"Landlord shall not, without Tenant's written consent, grant any rights, other than normal pedestrian rights, in the sidewalk adjoining the Leased Premises to the extent of the full width thereof and within fifteen (15) feet of the boundary lines of the Leased Premises projected across said sidewalk, and Tenant shall have the right to use the sidewalk adjoining the Leased Premises for its operations, if any, under this Lease. Should the entrance to the Leased Premises or said sidewalk, to the extent set forth in this Article, be obstructed or blocked by or with the consent of Landlord, Tenant shall be entitled to an appropriate and proportionate abatement in rent."

# UNOFFICIAL COPY

[#15907] Park Ridge, IL

## CASUALTY (Article 15)

*“(b) If any other improvements in the Shopping Center (including, but not limited to the Access Drives, the Parking Areas, curb-cuts or driveways providing access from the Leased Premises to and from any roadways adjacent to the Shopping Center and/or other facilities serving the Leased Premises) other than the Building and alterations or improvements made by Tenant shall be damaged or destroyed by fire or other casualty, then Landlord, shall repair and restore such improvement(s) to its/their condition immediately prior to such damage or destruction; and the fixed rent and all other charges shall abate proportionately according to the extent of such damage or destruction. Landlord shall commence such restoration as soon as is possible after such event of casualty, but in any event not later than sixty (60) days thereafter, and shall diligently pursue such repair or restoration to completion. In the event that such repair or restoration by Landlord is not completed within one hundred eighty (180) days after such occurrence Tenant may, at Tenant's option, cancel this Lease. Except for the obligations and liabilities of Tenant set forth in this Article, Tenant shall have no other obligations or liabilities with respect to such casualty.”*

## TITLE AND POSSESSION (Article 19)

*“(a) (ii) To the extent that Landlord's consent is required or sought with respect to any document now or hereafter encumbering Tenant's leasehold title to the Leased Premises (including, but not limited to any item listed on Exhibit “E” hereto), or to the extent that under any such document under which Landlord has the right and opportunity to cast a vote regarding any matter, any consent or vote of Landlord given absent Tenant's express consent or direction shall be of no effect and deemed invalid. Landlord is hereby obligated to immediately notify Tenant, in writing, of any request for consent or call for a vote under any such encumbering document, and provide Tenant with any correspondence relating thereto. Upon direction from Tenant, Landlord must make its election or cast its vote according to Tenant's instructions pursuant to this Paragraph.”*

## OTHER CONDITIONS (Article 31)

*“It is expressly understood and agreed that the construction and availability for use by Tenant of the driveways and access points (the “Access Drives”) crosshatched on the Site Plan Phase #IV (page 2) are a primary inducement to Tenant in entering into this Lease and agreeing upon the rentals herein reserved. All such Access Drives as depicted on the Site Plan Phase #IV shall be paved with heavy duty paving and lit in accordance with the Criteria and Specifications. Tenant acknowledges that upon the Possession Date it may not be possible for the Access Drives shown on Site Plan Phase #IV to be complete, but the parties agree that anything in this Lease to the contrary notwithstanding, Tenant shall not be obligated to take possession nor shall any rent accrue under this Lease, prior to the time when all of the Access Drives and other facilities appurtenant thereto such as lighting, curbing and landscaping thereof, described in this Article 31 and as shown on the Site Plan Phase #III have been completed, paved and lighted and are available for use. It is agreed that the Access Drives shown on Site Plan Phase #IV shall be complete and available for use not later than the Outside Date.”*

# UNOFFICIAL COPY

[#15907] Park Ridge, IL

## EXISTING LEASE (Article 36)

*“Commencing on the Possession Date hereof, the rent and other charges due by Tenant under its existing lease dated April 6, 1984, as modified from time to time (“Existing Lease”), for the current leased premises commonly known as 800 Devon Avenue, Park Ridge, Illinois (the “Existing Premises”), shall terminate and shall thereafter no longer be due or payable by Tenant; the same shall be apportioned for any period less than a full calendar month. On or before the date which is thirty (30) days after the Possession Date hereof (such date being the “Surrender Date”), Tenant shall surrender and return the Existing Premises to Landlord in such condition as required by the surrender clause of the Existing Lease. Until the Surrender Date, Tenant’s occupancy of the Existing Premises shall otherwise be in accordance with the terms and conditions of the Existing Lease. If this Agreement shall terminate prior to the Possession Date, the Existing Lease shall remain in effect as to the Existing Premises.”*

Provisions for additional rent and the other terms, covenants and conditions of said letting, including the options on the part of Tenant for prior termination, are set forth at length in the Lease, and all of said provisions, terms, covenants and conditions are, by reference hereto, hereby incorporated in and made a part of this Memorandum. Capitalized terms not defined in this Memorandum are defined in the Lease.

This instrument shall also bind and benefit, as the case may require, the heirs, legal representatives, assigns and successors of the respective parties, and all covenants, conditions and agreements herein contained shall be construed as covenants running with the land. This instrument shall not become binding upon the parties until it shall have been executed and delivered by both Landlord and Tenant.

This Memorandum is made and executed by the parties hereto for the purpose of recording the same in the office of the public records of Cook County, Illinois, and is subject in each and every respect, to the rents and other terms, covenants and conditions of the Lease and this Memorandum is executed and delivered with the understanding and agreement that the same shall not in any manner or form whatsoever, alter, modify or vary the rents and other terms, covenants and conditions of the Lease.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

UNOFFICIAL COPY

[#15907] Park Ridge, IL

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease, under seal, as of the day and year first above written.

Tenant:

Landlord:

WALGREEN CO.

TALCOTT TERRACE, LLC

DBP

By: Richard M. Sveiner  
Title: Director Community R.E. Law

By: Nancy R. Gillick  
Title: Manager

Witnesses:

Witnesses:

Daniel B. Berlin  
Print Name: Daniel B. Berlin

Kelly L. Brown  
Print Name: Kelly L. Brown

JANE PAULOS  
Print Name: JANE PAULOS

Barbara Bellinasso  
Print Name: Barbara Bellinasso

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF LAKE )

I, the undersigned, a Notary Public, do hereby certify that Richard M. Sveiner, personally known to me to be the Director, Community R.E. Law of WALGREEN CO., an Illinois corporation, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such Director, Community R.E. Law of said corporation, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the purposes therein set forth.

Given under my hand and notarial seal this 2nd day of April, 2014.



Janet Rubenstein  
Notary Public

DBP





# UNOFFICIAL COPY

[#15907] Park Ridge, IL

**EXHIBIT "A"**

SITE PLAN

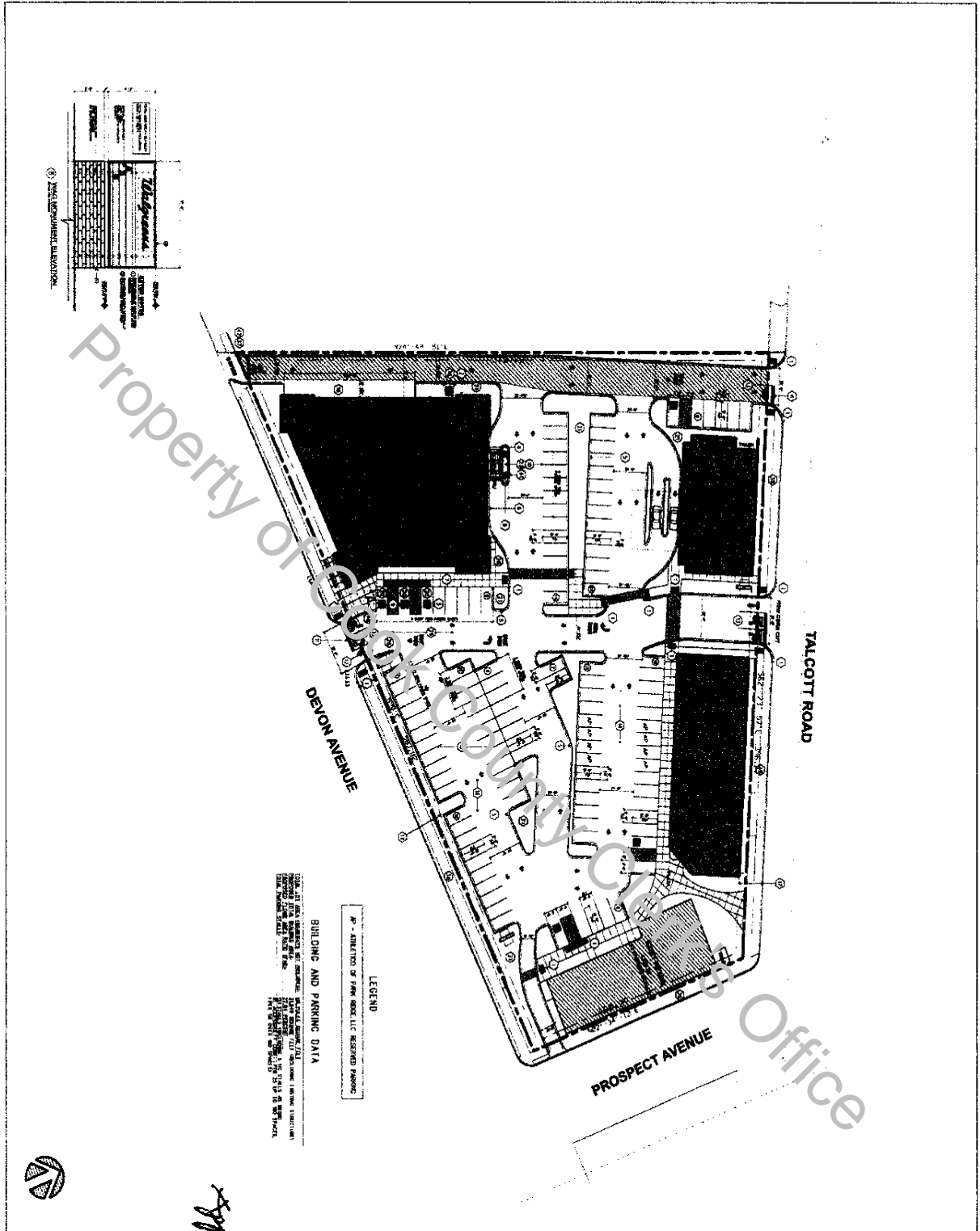
[attached]



Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Exhibit "A"



**REVISIONS**

NO.	DATE	BY	DESCRIPTION
01	02/20/14	JG	ISSUE FOR PERMITS

**LEGEND**

- 3" - EXISTING OR FROM OTHER REGISTERED PLANS
- 1" - EXISTING
- 2" - NEW

**BUILDING AND PARKING DATA**

**REVISIONS**

**NOTES**

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE LOCAL ORDINANCES.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

5. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL UTILITIES AND STRUCTURES TO REMAIN.

7. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CONSTRUCTION ACTIVITIES.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL UTILITIES AND STRUCTURES TO REMAIN.

9. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CONSTRUCTION ACTIVITIES.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL UTILITIES AND STRUCTURES TO REMAIN.

<p><b>14000</b></p> <p>DRAWING TITLE: REVISION</p> <p>SCALE: 1/8" = 1'-0"</p> <p>PROJECT NO. 14-22002</p> <p>DRAWN BY: JG</p> <p>DATE: 3/21/2014</p> <p>REVIEWED: JG</p>	<p>WALGREENS &amp; DEVELOPMENT</p> <p>800 DEVON AVENUE</p> <p>PARK RIDGE IL</p>	<p><b>CAMERAS &amp; THOMPSON, LTD.</b></p> <p>ARCHITECTURE &amp; ENGINEERING</p> <p>11111 DEVON AVENUE, SUITE 100</p> <p>PARK RIDGE, IL 60068</p> <p>TEL: 847.479.1111 FAX: 847.479.1112</p> <p>WWW.CAMERASANDTHOMPSON.COM</p>
--	---	--

ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

# UNOFFICIAL COPY

[#15907] Park Ridge, IL

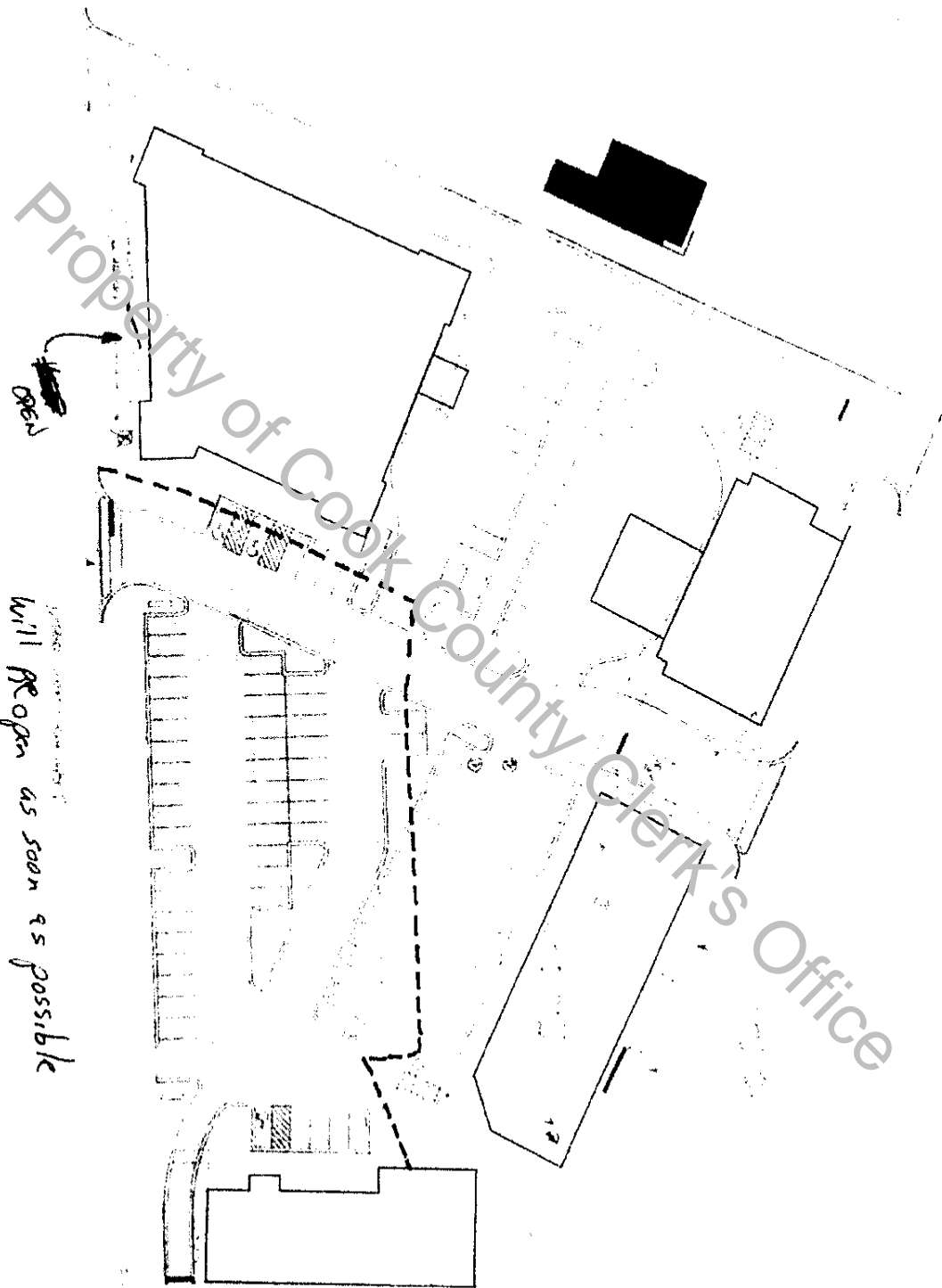
## EXHIBIT "A-1"

SITE PLAN PHASE I  
SITE PLAN PHASE II  
SITE PLAN PHASE III  
SITE PLAN PHASE IV

[attached]

Property of Cook County Clerk's Office

# UNOFFICIAL COPY



will reopen as soon as possible

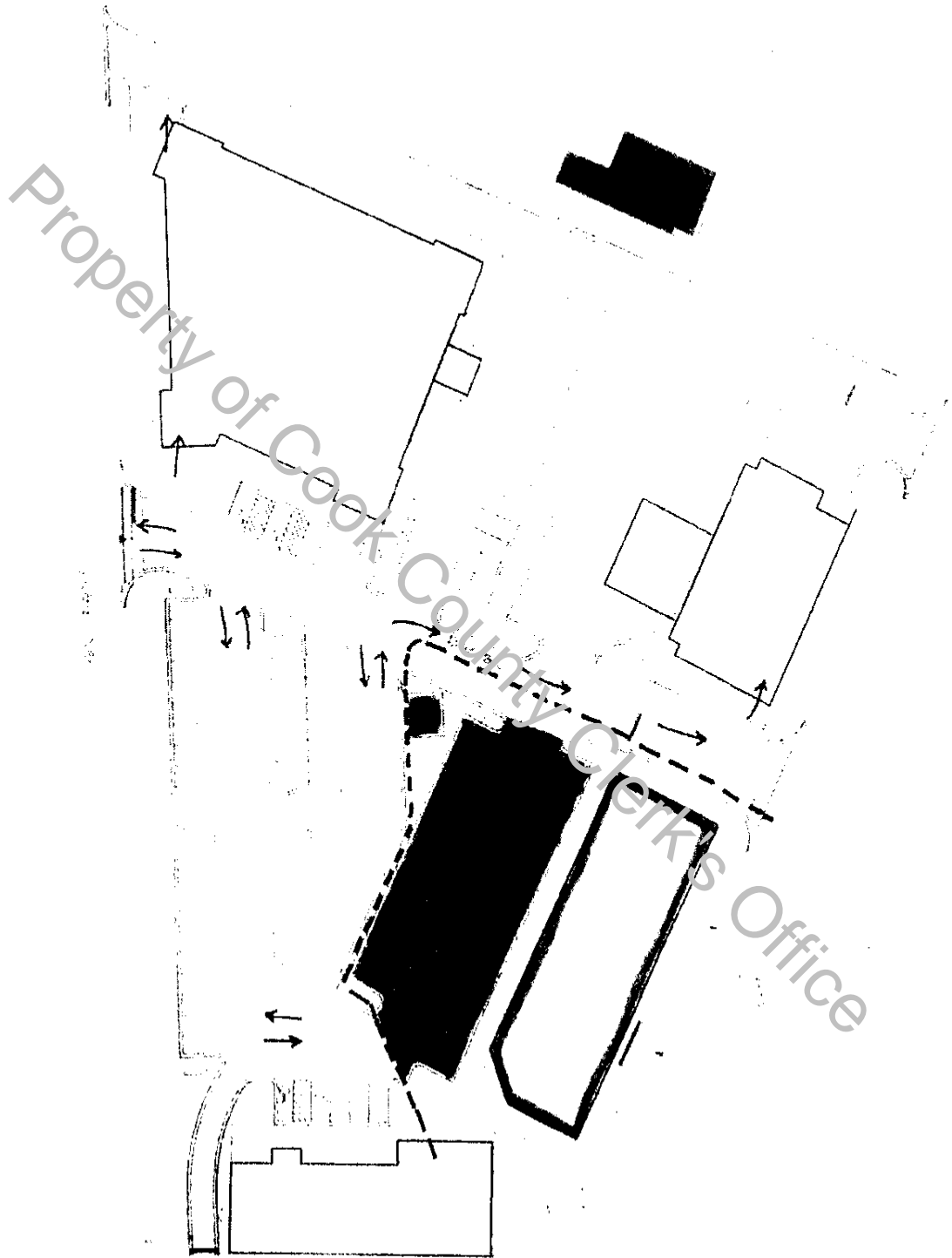
PHASE I  
Approved B. J. [Signature]  
3.13.14

PARK RIDGE  
WUOREENS  
#15907

DR

11-A

# UNOFFICIAL COPY

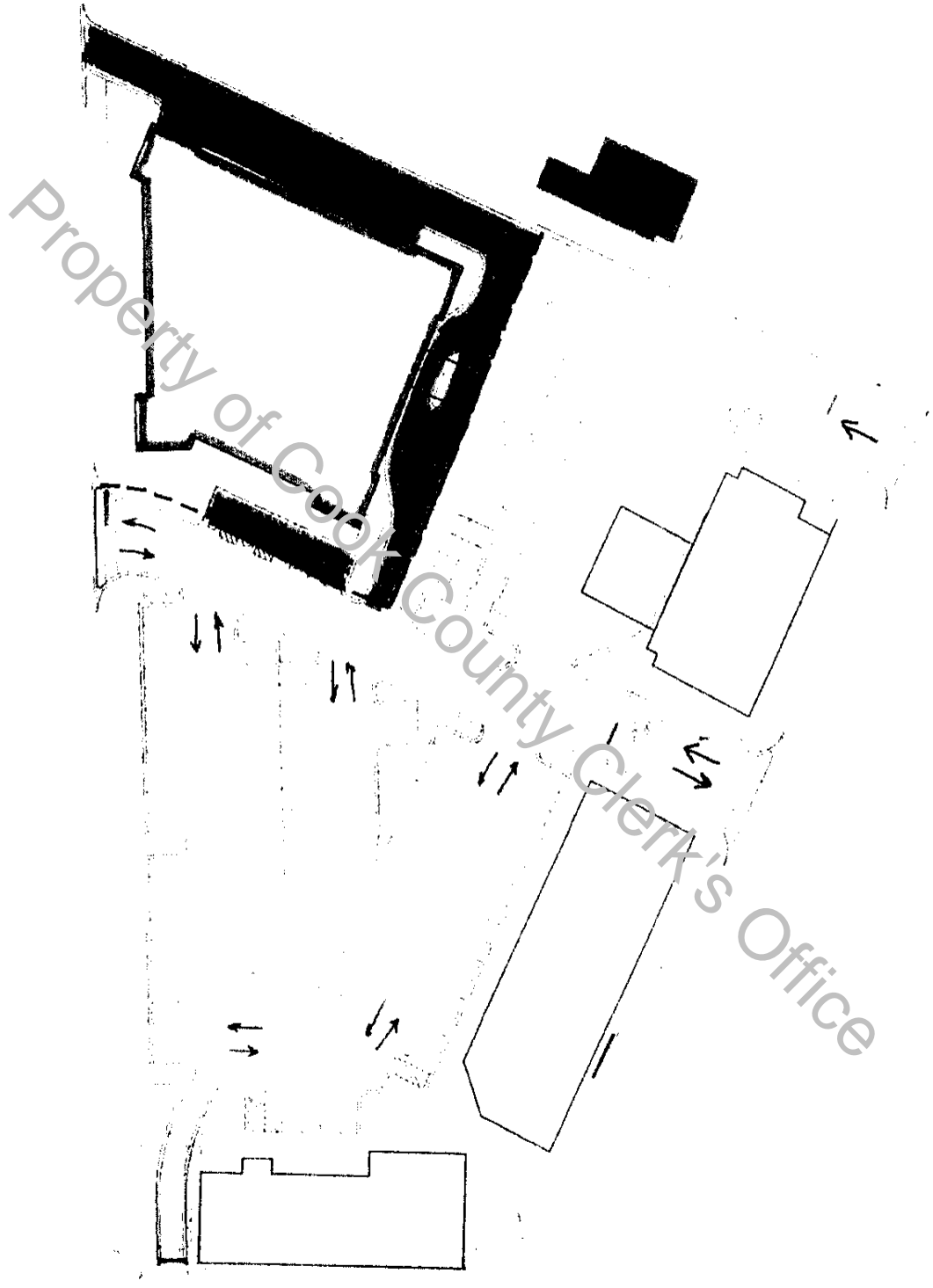


*PHASE II*  
*Approved B. Tenny*  
*2.13.14*

LL-B

*DBA*

# UNOFFICIAL COPY

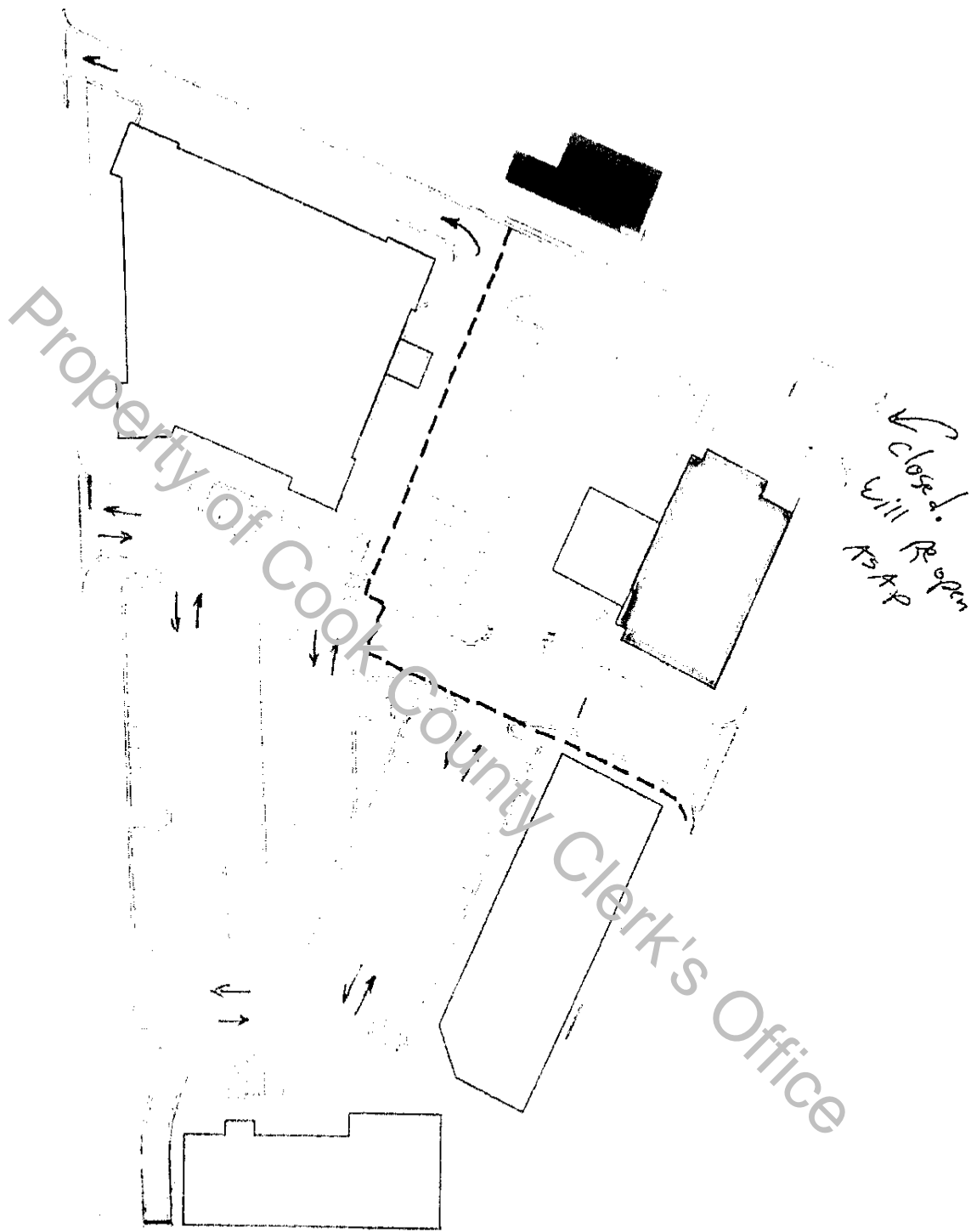


PHASE III  
Approved by  
3/13/14

11-c

DBA

# UNOFFICIAL COPY



closed.  
Will Re open  
ASAP

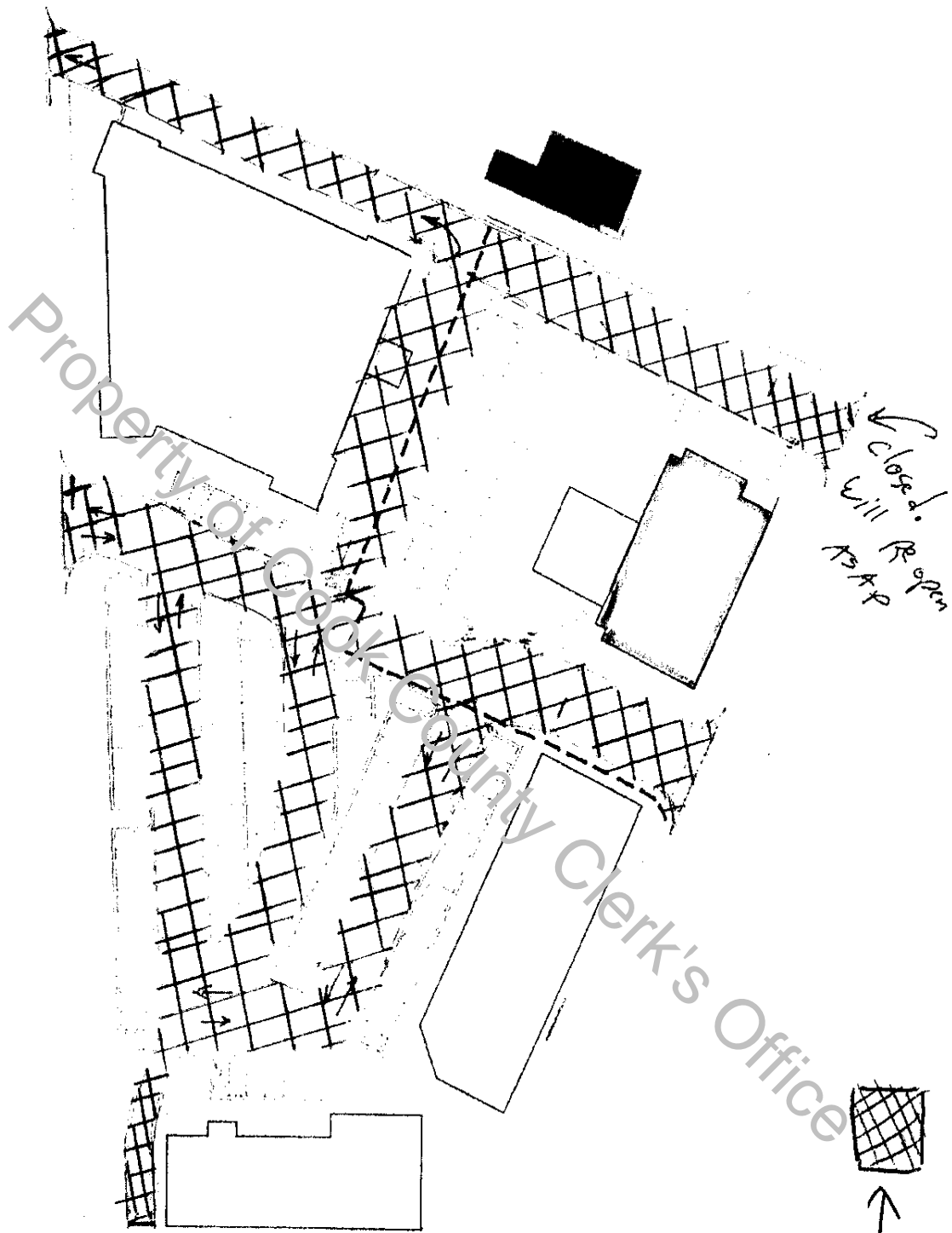
PAUSE IV (Pg. 1)  
Approved by  
3.13.14  
T. Tawney

11-0

NBA



# UNOFFICIAL COPY



Approved by: *[Signature]*  
 2.13.14  
 MIKE IV (Pg. 2)

**UNOFFICIAL COPY**

[#15907] Park Ridge, IL

**EXHIBIT "B"****LEGAL DESCRIPTION OF THE SHOPPING CENTER**

## Tax Parcel I.D. Number(s)

PARCEL 1: THAT PART OF THE WEST ONE HALF(1/2) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A LINE DRAWN FROM A POINT IN THE CENTER LINE OF CHICAGO AVE., 614.96 FEET NORTHWESTERLY OF THE INTERSECTION OF SAID CENTER LINE WITH THE EAST LINE OF THE WEST HALF(1/2) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 35, AFORESAID, TO A POINT IN THE SOUTH LINE OF SAID SECTION, 557.85 FEET WEST OF THE SOUTHEAST CORNER OF THE WEST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SAID SECTION AND EAST OF A LINE DRAWN FROM A POINT IN SAID CENTER LINE OF CHICAGO AVE., 711.44 FEET SOUTHEASTERLY OF THE INTERSECTION OF SAID CENTER LINE WITH THE CENTER LINE OF THE ROAD WHICH CENTER LINE CROSSES THE SOUTH LINE OF SAID SECTION, 131.75 FEET WEST OF THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (1/4) OF SAID SECTION AND RUNNING THENCE SOUTHERLY TO A POINT ON SAID LINE, 337.72 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (1/4) OF SAID SECTION 35, IN COOK COUNTY, ILLINOIS.

And

PARCEL 2: LOT ONE (1); LOT TWO (2); LOT THREE (3); LOT FOUR (4); LOT FIVE (5); LOT SIX (6); LOT SEVEN (7); AND LOT EIGHT (8) IN H. ROY BERRY COMPANY'S PARK RIDGE TERRACE NO. 2, BEING A SUBDIVISION OF PART OF THAT PART OF THE WEST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF TALCOTT ROAD, IN COOK COUNTY, ILLINOIS.

Parcel 1: 09-35-421-014-0000;

Parcel 2::09-35-421-015-0000

Commonly Known As: 800 Devon Avenue, Park Ridge, Illinois 60068