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Doc#: 1509141055 Fee: \$108.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/01/2015 03:39 PM Pg: 1 of 36

SPECIAL WARRANTY DEED

(ILLINOIS)

(Limited Liability Company to
Limited Liability Company)

THE GRANTOR

Randhurst Shopping Center LLC, a Delaware limited liability company, having an office at c/o J.P. Morgan Investment Management Inc., 270 Park Avenue, New York, New York 10017 for and in consideration of TEN AND NO/100 DOLLARS, and other good and valuable consideration in hand paid, does hereby GRANT, SELL and CONVEY to

Sagamore Randhurst LLC, a Delaware limited liability company, having an office at 9616 East A.W. Tillinghast Road, Scottsdale, Arizona 85262 the following described Real Estate situated in the County of Cook, in the State of Illinois, to wit:

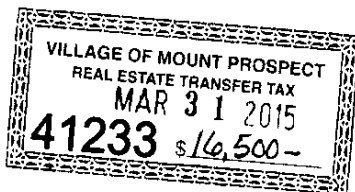
(See Exhibit "B" for legal description)

This Deed is executed by Grantor and accepted by Grantee subject to validly existing and enforceable rights, interests and estates, if any do in fact exist, but only to the extent that the same do in fact exist, of third parties in connection with those items set out and listed on Exhibit "A" hereto (herein called the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its legal representatives, successors, and assigns forever; and Grantor does hereby bind itself, its successors and assigns that, during the period that Grantor has owned title to the Premises, it has not done or suffered to be done anything whereby the Property hereby granted is, or may be, in any manner encumbered or charged, except as set forth as Permitted Encumbrances, and Grantor will WARRANT AND FOREVER DEFEND the Property against all persons claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

Permanent Index Numbers (PIN): 03-27-401-287-0000
03-27-401-288-0000
03-27-401-289-0000
03-27-401-290-0000

879 834703440



REAL ESTATE TRANSFER TAX



01-Apr-2015

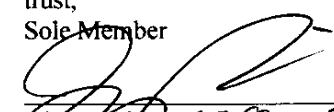
COUNTY: 2,750.00
ILLINOIS: 5,500.00
TOTAL: 8,250.00

03-27-401-287-0000 | 20150301673421 | 0-676-260-224

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Address of Real Estate: 1 Randhurst Village Drive, Mount Prospect, Illinois, 60056

DATED this ^{with} 31 day of March, 2015

PLEASE PRINT OR TYPE NAME BELOW SIGNATURES	RANDHURST SHOPPING CENTER LLC, a Delaware limited liability company By: CLP/SPF Randhurst Trust, a Maryland real estate investment trust, Its: Sole Member By:  (SEAL) Its: <u>Vice President Jeffrey Pisano</u>
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State of New York, County of New York ss.

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Jeffrey Pisano, personally known to me to be the Vice President of CLP/SPF Randhurst Trust, the sole member of Randhurst Shopping Center LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such manager he signed and delivered the said instrument as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30th day of March, 2015

Commission expires April 21, 2016
Lorraine Paradiso
NOTARY PUBLIC

LORRAINE PARADISO
Notary Public, State of New York
Qualified in Nassau County
No. 01PA6185794
My Commission Expires April 21, 2016

This instrument was prepared by Stroock & Stroock & Lavan LLP

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EXHIBIT A

Permitted Exceptions

1. ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES, THE STATE OF ILLINOIS, OR ANY AGENCY, DEPARTMENT, COMMISSION, BUREAU OR INSTRUMENTALITY OF ANY OF THE FOREGOING HAVING JURISDICTION OVER THE PROPERTY, AS THE SAME MAY NOW EXIST OR MAY BE HEREAFTER MODIFIED, SUPPLEMENTED OR PROMULGATED.
2. ALL PRESENTLY EXISTING AND FUTURE LIENS OF REAL ESTATE TAXES OR ASSESSMENTS AND WATER RATES, WATER METER CHARGES, WATER FRONTAGE CHARGES AND SEWER TAXES, RENTS AND CHARGES, IF ANY, PROVIDED THAT SUCH ITEMS ARE NOT YET DUE AND PAYABLE.
3. STATE OF FACTS SHOWN ON THAT CERTAIN SURVEY BY FREELAND-CLINKSCALES & ASSOCIATES, INC. OF NC, DATED SEPTEMBER 23, 2014, JOB NO. H34223.
4. COVENANTS AND RESTRICTIONS RELATING TO THE EXCLUSIVES AND RESTRICTED USES AND THE PROHIBITED USES SET FORTH IN LEASES OF SPACE LOCATED WITHIN RANDHURST VILLAGE SHOPPING CENTER, AS MORE PARTICULARLY SET FORTH ON SCHEDULE 1 AND SCHEDULE 2 TO THIS EXHIBIT.
5. COVENANTS AND RESTRICTIONS RELATING BUT NOT LIMITED TO PROHIBITED USES AS DISCLOSED BY FIRST AMENDMENT TO MEMORANDUM OF LEASE MADE BY ROUSE-RANDHURST SHOPPING CENTER, A MARYLAND CORPORATION TO GENERAL CINEMA THEATRES OF ILLINOIS, INC. RECORDED OCTOBER 28, 2009 AS DOCUMENT 0930145059.
6. COVENANTS AND RESTRICTIONS RELATING BUT NOT LIMITED TO PROHIBITED USES AS DISCLOSED BY MEMORANDUM OF GROUND LEASE MADE BY ROUSE-RANDHURST SHOPPING CENTER, LLC., A MARYLAND LIMITED LIABILITY COMPANY TO COSTCO WHOLESALE CORPORATION, A WASHINGTON CORPORATION DATED OCTOBER 31, 2003 AND RECORDED NOVEMBER 26, 2003 AS DOCUMENT NO. 0333032141; AS AMENDED BY FIRST AMENDMENT TO MEMORANDUM OF GROUND LEASE RECORDED OCTOBER 30, 2008 AS DOCUMENT 0830405002; AS AFFECTED BY CONSENT, LEASE RECOGNITION, ATTORNMENT AND GUARANTY AGREEMENT MADE BY AND BETWEEN COSTCO WHOLESALE CORPORATION, A WASHINGTON CORPORATION, AND ROUSE RANDHURST SHOPPING CENTER, LLC., A MARYLAND LIMITED LIABILITY COMPANY AND OTHERS RECORDED NOVEMBER 26, 2003 AS DOCUMENT 0333032143; AND AS FURTHER AMENDED BY SECOND AMENDMENT TO MEMORANDUM OF GROUND LEASE RECORDED NOVEMBER 5, 2009 AS DOCUMENT 0930945074.

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7. COVENANTS AND RESTRICTIONS RELATING BUT NOT LIMITED TO PROHIBITED USES AS DISCLOSED BY LEASE DATED APRIL 19, 1995, A MEMORANDUM OF WHICH WAS RECORDED APRIL 25, 1995 AS DOCUMENT 95270450, AS AMENDED BY MEMORANDUM OF FIRST AMENDMENT TO LEASE RECORDED APRIL 15, 2002 AS DOCUMENT 0020431329.
8. COVENANTS AND RESTRICTIONS RELATING BUT NOT LIMITED TO PROHIBITED USES AS DISCLOSED BY LEASE MADE BY RANDHURST SHOPPING CENTER REALTY HOLDING COMPANY AND RAND OFFICE REALTY HOLDING COMPANY, TO PED BATH & BEYOND INC., A MEMORANDUM OF WHICH WAS RECORDED JULY 1, 2005 AS DOCUMENT NO. 0518212165, THE RESTRICTIONS, CONDITIONS AND PROVISIONS THEREIN.
9. COVENANTS AND RESTRICTIONS RELATING BUT NOT LIMITED TO PROHIBITED USES AS DISCLOSED BY LEASE MADE BY RANDHURST SHOPPING CENTER LLC TO TSA STORES, INC., DATED DECEMBER 3, 2008, A MEMORANDUM OF WHICH WAS RECORDED DECEMBER 22, 2008 AS DOCUMENT NO. 0835703041.
10. COVENANTS AND RESTRICTIONS RELATING BUT NOT LIMITED TO PROHIBITED USES AS DISCLOSED BY LEASE MADE BY RANDHURST SHOPPING CENTER LLC TO COST PLUS, INC. DATED AUGUST 8, 2011, A MEMORANDUM OF WHICH WAS RECORDED MARCH 29, 2012 AS DOCUMENT NO. 1208919009.
11. COVENANTS AND RESTRICTIONS RELATING BUT NOT LIMITED TO PROHIBITED USES AS DISCLOSED BY LEASE MADE BY RANDHURST SHOPPING CENTER LLC TO PETSMART INC. DATED JANUARY 27, 2010, A MEMORANDUM OF WHICH WAS RECORDED MARCH 8, 2010 AS DOCUMENT NO. 1006713043.
12. COVENANTS AND RESTRICTIONS RELATING BUT NOT LIMITED TO PROHIBITED USES AS DISCLOSED BY LEASE MADE BY RANDHURST SHOPPING CENTER LLC TO T.J. MAXX OF IL, LLC DATED APRIL 27, 2011, A MEMORANDUM OF WHICH WAS RECORDED NOVEMBER 16, 2011 AS DOCUMENT NO. 1132055028.
13. COVENANTS AND RESTRICTIONS RELATING BUT NOT LIMITED TO PROHIBITED USES AS DISCLOSED BY LEASE MADE BY RANDHURST SHOPPING CENTER LLC TO PANERA, LLC DATED FEBRUARY 10, 2012, A MEMORANDUM OF WHICH WAS RECORDED JULY 11, 2012 AS DOCUMENT NO. 1219315037.
14. COVENANTS AND RESTRICTIONS RELATING BUT NOT LIMITED TO PROHIBITED USES AS DISCLOSED BY LEASE MADE BY RANDHURST SHOPPING CENTER, LLC TO CARRABBA'S ITALIAN GRILL, LLC DATED MAY 13, 2014 AND RECORDED JUNE 16, 2014 AS DOCUMENT NO. 1416722016.
15. GRANT DATED OCTOBER 6, 1961 AND RECORDED JANUARY 31, 1962 AS DOCUMENT 18389674 AND FILED NOVEMBER 8, 1961 AS LR2007112 FROM RANDHURST CORPORATION, A CORPORATION OF DELAWARE TO THE

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COMMONWEALTH EDISON COMPANY, A CORPORATION OF ILLINOIS, OF A PERPETUAL EASEMENT FOR INSTALLATION AND MAINTENANCE OF ALL EQUIPMENT FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRICAL ENERGY, TOGETHER WITH THE RIGHT OF ACCESS THERETO IN, UNDER, OVER, UPON, ACROSS AND ALONG THE EAST 5 FEET OF LOT 1 AND UNDER A 10 FOOT STRIP OF LAND LOCATED IN LOT 1.

16. GRANT DATED MAY 15, 1961 AND RECORDED FEBRUARY 2, 1962 AS DOCUMENT 18391091 AND FILED NOVEMBER 8, 1961 AS LR2007113 FROM RANDHURST CORPORATION, A CORPORATION OF DELAWARE TO NORTHERN ILLINOIS GAS COMPANY, A CORPORATION OF ILLINOIS, OF A PERPETUAL EASEMENT FOR INSTALLATION AND MAINTENANCE OF GAS MAINS, PIPES AND EQUIPMENT, TOGETHER WITH THE RIGHT OF ACCESS THERETO UNDER A 10 FOOT STRIP OF LAND LOCATED ON THE LAND AS SHOWN ON THE PLAT ATTACHED THERETO AS AMENDED BY INSTRUMENT RECORDED JUNE 17, 1971 AS DOCUMENT 21514889 RELOCATING SAID EASEMENT UNDER A 10 FOOT STRIP OF LAND.
17. EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATIONS SERVICE RESERVED FOR AND GRANTED TO COMMONWEALTH EDISON COMPANY AND ILLINOIS BELL TELEPHONE COMPANY, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, ON THE PLAT OF RANDHURST CENTER RESUBDIVISION NO. 1 RECORDED AS DOCUMENT 87408581, TO INSTALL OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND SOUNDS AND SIGNALS IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DOTTED LINES ON THE PLAT AND MARKED "EASEMENT", AND THE PROPERTY DESIGNATED ON THE PLAT AS A "COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS THEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES; TOGETHER WITH PROVISION THAT OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DOTTED LINES MARKED "EASEMENT" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE AND THAT AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.
18. EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATIONS SERVICE RESERVED FOR AND GRANTED TO CABLENET, INC., ITS SUCCESSORS AND ASSIGNS, ON THE PLAT OF RANDHURST CENTER RESUBDIVISION NO. 1 RECORDED AS DOCUMENT 87408581, TO INSTALL

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OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND SOUNDS AND SIGNALS IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DOTTED LINES ON THE PLAT AND MARKED "EASEMENT", AND THE PROPERTY DESIGNATED ON THE PLAT AS A "COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS THEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES; TOGETHER WITH PROVISION THAT OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DOTTED LINES MARKED "EASEMENT" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE'S AND THAT AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

19. EASEMENT RESERVED FOR AND GRANTED TO NORTHERN ILLINOIS GAS COMPANY, ITS SUCCESSORS AND ASSIGNS, ON THE PLAT OF RANDHURST CENTER RESUBDIVISION NO. 1 RECORDED AS DOCUMENT 87408581, IN ALL PLATTED "EASEMENT" AREAS, STREETS, ALLEYS, OTHER PUBLIC WAYS AND PLACES SHOWN ON THE PLAT FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF GAS MAINS AND APPURTENANCES FOR THE PURPOSE OF SERVING ALL AREAS SHOWN ON THE PLAT AS WELL AS OTHER PROPERTY, WHETHER OR NOT CONTIGUOUS THERETO; TOGETHER WITH PROVISION THAT NO BUILDINGS OR OTHER STRUCTURES SHALL BE CONSTRUCTED OR ERECTED IN ANY SUCH "EASEMENT" AREAS, STREETS, ALLEYS, OR OTHER PUBLIC WAYS OR PLACES NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED BY SAID PLAT.
20. EASEMENT IN, UPON, UNDER, OVER AND ALONG THE PROPERTY SHOWN ON EXHIBIT "A" ON THE SKETCH ATTACHED THERETO AND BEING A PART OF THE LAND TO INSTALL AND MAINTAIN ALL EQUIPMENT FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY WITH TELEPHONE AND ELECTRIC SERVICE, TOGETHER WITH RIGHT OF ACCESS TO SAID EQUIPMENT, AS CREATED BY GRANT TO COMMONWEALTH EDISON COMPANY AND ILLINOIS BELL TELEPHONE COMPANY RECORDED JANUARY 22, 1987 AS DOCUMENT 87041924.
21. EASEMENT IN, OVER, UNDER, ACROSS, ALONG AND UPON THAT PART OF THE LAND SHOWN ON THE SKETCH ATTACHED THERETO AND MARKED EXHIBIT "A" TO INSTALL AND MAINTAIN ALL EQUIPMENT NECESSARY TO SERVE THE LAND AND OTHER PROPERTY WITH ELECTRIC SERVICE, TOGETHER WITH RIGHT OF ACCESS TO SAID EQUIPMENT, AS CREATED BY GRANT TO THE

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COMMONWEALTH EDISON COMPANY, ITS SUCCESSORS AND ASSIGNS, FILED NOVEMBER 13, 1987 AS LR3667165.

22. RESTRICTIONS (BUT OMITTING ANY SUCH COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS), RELATING TO PROHIBITED USES CONTAINED IN THE GROUND LEASE, A MEMORANDUM OF WHICH WAS RECORDED MARCH 19, 1999 AS DOCUMENT 99258894.
23. TERMS, PROVISIONS AND CONDITIONS OF AN ORDINANCE NO. 5441 AMENDING ORDINANCE NO. 3604, GRANTING A CONDITIONAL USE PERMIT (PLANNED UNIT DEVELOPMENT) FOR PROPERTY LOCATED AT 999 NORTH ELMHURST ROAD RECORDED NOVEMBER 10, 2004 AS DOCUMENT 0431527139.
24. VILLAGE OF MOUNT PROSPECT ORDINANCE NUMBER 5705 RECORDED SEPTEMBER 26, 2008 AS DOCUMENT 0827016050, GRANTING A CONDITONAL USE PERMIT, CERTAIN VARIATIONS AND A SPECIAL USE FOR SIGNAGE. AN ORDINANCE PROVIDING FOR AMENDMENTS TO THAT CONDITIONAL USE FOUND IN ORDINANCE NO. 5705 FOR THE RANDHURST VILLAGE COMMERCIAL PLANNED UNIT DEVELOPMENT, TO GRANT CERTAIN VARIATIONS (LIGHT FIXTURES AND FENCE HEIGHT) AND AN AMENDMENT TO SPECIAL USE FOR SIGNAGE FOR PROPERTY AT 999 NORTH ELMHURST ROAD, A COPY OF WHICH WAS RECORDED DECEMBER 15, 2010 AS DOCUMENT 1004931121. AN ORDINANCE TO AMEND THE SPECIAL USE FOR LARGE SCALE DEVELOPMENT SIGNS GRANTED IN ORDINANCE NO. 5705 AND AMENDED IN ORDINANCE NO. 5821 FOR THE RANPHURST VILLAGE PLANNED UNIT DEVELOPMENT LOCATED TO 999 NORTH ELMHURST ROAD, MOUNT PROSPECT, A COPY OF WHICH WAS RECORDED SEPTEMBER 16, 2011 AS DOCUMENT 1125918036. AN ORDINANCE PROVIDING FOR AN AMENDMENT TO THAT CONDITIONAL USE FOUND IN ORDINANCE NO. 5705 FOR THE RANDHURST VILLAGE PLANNED UNIT DEVELOPMENT TO ALLOW FOR A DRIVE-THROUGH RESTAURANT FOR PROPERTY LOCATED AT 999 NORTH ELMHURST ROAD, A COPY OF WHICH WAS RECORDED OCTOBER 26, 2011 AS DOCUMENT 1129910036. AN ORDINANCE TO ASMED THE SPECUIAL USE FOR LARGE SCALE DEVELOPMENT SIGNS AND VARIATIONS GRANRTED IN ORDINANCE NO. 570, AMENDED IN ORDINANCE NO. 5821 AND FURTHER AMENDED IN ORDINACE NO. 6136 FOR THE RANDHURST VILLAGE PLANNED UNIT DEVELOPMENT LOCATED TO 999 NORTH ELMHURST ROAD, MOUNT PROSPECT, A COPY OF WHICH WAS RECORDED APRIL 21, 2014 AS DOCUMENT 1411144070.
25. RESOLUTION NO. R05-12 APPROVING FINDINGS OF FACT FOR PROPERTY LOCATED AT 157 RANDHURST VILLAGE DRIVE, MOUNT PROSPECT, RECORDED JULY 3, 2012 AS DOCUMENT 12185529090.

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26. ORDINANCE NO. 5857 GRANTING CERTAIN VARIATIONS FOR SIGNAGE RECORDED MAY 31, 2011 AS DOCUMENT NUMBER 1115131081.
27. ENVIRONMENTAL DISCLOSURE DOCUMENT FOR TRANSFER OF REAL PROPERTY, DOCUMENT NUMBER 1120339093 DATE OF RECORDING: JULY 22, 2011.
28. RESOLUTION NO. R-28-09 APPROVING FINDINGS OF FACT, RECORDED MARCH 26, 2010 AS DOCUMENT 1008522119.
29. TERMS OF THE REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF MT. PROSPECT AND RANDHURST SHOPPING CENTER LLC, DATED DECEMBER 8, 2009, RECORDED MAY 3, 2010 AS DOCUMENT NUMBER 1012329004.
30. ORDINANCE RECORDED SEPTEMBER 27, 2011 AS DOCUMENT NUMBER 112701023. ORDINANCE #5876 GRANTING A VARIATION FOR SIGN ILLUMINATION LEVELS FOR AN ELECTRONIC MESSAGE CENTER.

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SCHEDULE 1 TO EXHIBIT A

EXCLUSIVES AND RESTRICTED USES

The Real Property is subject to the following existing exclusives and restrictions:

AMC Theatre	<p><u>Amended and Restated Lease dated September 25, 2009</u></p> <p><u>Lease Section 11 provides:</u></p> <p>Landlord covenants and agrees that (i) it will, during the Term, operate the Entire Premises ["Entire Premises" means the Shopping Center] primarily as an open-air retail shopping center with the "Main Street" design element shown on the Site Plan and in a manner consistent with first-class standards of shopping center practice (Landlord and Tenant acknowledging that portions of the Entire Premises may be used for purposes ancillary to the foregoing primary use, such as the use of the Hotel as a hotel, the use of the Future Self Storage Facility as a self storage facility, and the use of the Proposed Office Premises for general office uses); (ii) excluding only leases for premises in the Entire Premises executed prior to the date of this Lease which, as of the date of this Lease, have permissive use clauses which would permit the sale of popcorn without the need to obtain Landlord's consent (Landlord representing and warranting to Tenant that there are no such existing leases within the Main Street Premises), so long as Tenant is operating Tenant's Facility primarily as a movie theatre or entertainment center, Landlord will not sell or permit to be sold any popcorn anywhere in or on the Entire Premises (other than within Tenant's Facility and other than packaged popcorn which may be sold within a grocery store or drug store or other similar general merchandiser of food products containing in excess of 50,000 square feet of Floor Area), (iii) so long as Tenant is operating Tenant's Facility primarily as a movie theatre or entertainment center, Landlord will not sell or permit to be sold any candy; nachos; ice cream (but the foregoing will not prohibit the operation of an ice cream store or an ice cream/fudge store similar or comparable to that operated as of the date of this Lease under the trade names "Marble Slab" or "Cold Stone Creamery," including the mixing of candy into ice cream sold, within the Four Corner Premises, or the incidental sale of ice cream within a restaurant within the Four Corner Premises provided ice cream is an incidental menu item of such restaurant and ice cream is sold primarily for consumption within such restaurant); cookies; or pretzels in or from any of the Four Corner Premises [hotel is not part of Four Corner Premises] or in or from any part of the parking area or other Common Areas on the Entire Premises; (iv) so long as Tenant is operating Tenant's Facility primarily as a movie theatre or entertainment center, Landlord will not lease or permit the use of any of the Four Corner Premises for a coffee shop, such as "Starbucks" (but coffee may be sold as an incidental part of another tenant's or occupant's business within the Four Corner Premises), or a store whose primary use is the sale of beverages (but beverages may be sold as an incidental part of another tenant's or occupant's business within the Four Corner Premises, and a smoothie beverage store similar or comparable to that operated as of the date of this Lease under the trade name "Jamba Juice" is permitted only within that portion of the Four Corner Premises within Building C and Building G shown on the Site Plan, provided the entrance and storefront of such smoothie beverage store fronts only on to the "Main Street" and does not face Tenant's Facility), (v) so long as Tenant is operating Tenant's Facility primarily as a movie theatre or entertainment center, Landlord will not sell or permit to be sold any hotdogs; pizza; chicken tenders; fries; mozzarella sticks; or fried macaroni and cheese in or from any of the Four Corner Premises or in or from any part of the parking area or other Common Areas on the Entire Premises (the concession items restricted in this clause</p>
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	<p>(v) being herein referred to as the "Concession Refreshments") (except one or more of the Concession Refreshments may be sold within a restaurant having a menu with a substantially broader focus than the applicable Concession Refreshments [e.g., pizza is only one of many items being sold by "California Pizza Kitchen", as such restaurant is operated as of the date of this Lease], which provides at least 25 seats for customers and in which food is prepared primarily for consumption within such restaurant); (vi) Landlord will not permit the operation of any food, drink, candy or snack dispensing vending machine or kiosk within a 250 foot radius of the main entrance to Tenant's Facility, or elsewhere on Tenant's Tax Parcel, or within the Parking Structure Tax Parcel; (vii) in no event shall Landlord lease or permit the occupancy of any premises located in the Project for any of the following uses (except to the extent a lease executed prior to the date of this Lease does not permit Landlord to prevent such use): (a) funeral home; (b) bookstore or other establishment engaged in the business of selling, exhibiting or delivering pornographic or obscene materials (but the foregoing restriction will not prohibit the operation of a first-class book store, such as Borders or Barnes and Noble, as such bookstores are operated as of the date of this Lease); (c) so-called "head shop"; (d) bowling alley other than an upscale bowling alley similar to "Lucky Strike" or "Splitsville" as of the date of this Lease containing not more than 20,000 square feet of Floor Area (except a bowling alley shall be permitted within the Entire Premises provided no portion of such bowling alley premises is located within a 800 foot radius of the main entrance to Tenant's Facility); (e) skating rink (except a skating rink shall be permitted within the Entire Premises provided no portion of such skating rink is located within a 800 foot radius of the main entrance to Tenant's Facility); (f) health club or exercise facility (except a health club or exercise facility shall be permitted within the Entire Premises provided no portion of such health club or exercise facility is located within a 800 foot radius of the main entrance to Tenant's Facility); or (g) game room or arcade (except ancillary to the operation of a restaurant and provided no portion of such game room or arcade which is ancillary to the operation of a restaurant is located within a 800 foot radius of the main entrance to Tenant's Facility); and (viii) Landlord shall not breach the provisions of Sections 12 or 26. The covenants and agreements of Landlord set forth in this Section are sometimes collectively herein referred to as "Landlord's Operating Covenant."</p>
Bank of America	No Exclusive
Bed, Bath & Beyond	<p><u>Lease dated July 1, 2005, as amended by First Amendment to Lease agreement date October 15, 2009</u></p> <p><u>Lease Sections 13.2.1(a), 13.2.2 and 13.2.3 provide:</u></p> <p>Landlord shall not lease, rent or occupy or permit to be occupied, whether by a tenant, sublessee assignee, licensee or other occupant or itself, any other premises in the Shopping Center or any Related Land, for the sale, rental or distribution, at retail or at wholesale, either singly or in any combination, of items contained in any of the following respective categories of merchandise: (i) linens and domestics; (ii) bathroom items (excluding plumbing hardware); (iii) housewares (excluding furniture, and major appliances or "white goods"); (iv) frames and wall art (provided that a fine art gallery shall not be precluded); (v) window treatments; and/or (vi) closet, shelving and storage items (which items, either singly or in any combination, are hereinafter referred to as the "Exclusive Items"). Notwithstanding the foregoing, any tenant or subtenant in the Shopping Center or the Related Land shall have the right to utilize its respective premises for the sale, rental and/or distribution of Exclusive Items within an aggregate area (which shall include an allocable portion of the aisle space adjacent to such sales, rental and/or distribution area) not to exceed</p>

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the lesser of (x) five percent (5%) of the Floor Area of such tenant's or subtenant's premises, or (y) three thousand five hundred (3,500) square feet of Floor Area within such tenant's or subtenant's premises. [For example only, a tenant occupying premises containing a total of five thousand (5,000) square feet of Floor Area could sell Exclusive Items (either singly or in any combination) so long as the aggregate area within its entire demised premises in which any and all Exclusive Items are sold shall not exceed two hundred fifty (250) square feet.] By way of illustration only, and not limitation, the Landlord agrees that the following retailers' current operations would violate Tenant's exclusive set forth in this Section 13.2.1: Linens 'n Things, Home Goods, TJ Maxx 'n More, Mega Marshalls, Organized Living, Container Store, Tuesday Morning and Hold Everything. The foregoing restrictions shall be subject to the rights of other tenants under Existing Leases; provided that such tenants and existing tenants of any Related Land (and current or future assignees or sublessees of such tenants) shall nevertheless be subject to the restrictions contained in this Section 13.2 in the event that: (i) the lease between Landlord (or Landlord's Affiliate) and any such tenant requires the consent of Landlord (or its Affiliate) to any assignment or subletting or to a change in the use of the applicable premises to permit the sale, rental or distribution of the Exclusive Items; or (ii) Landlord or its Affiliate permits or agrees to an expansion of the applicable premises for the sale, rental, or distribution of the Exclusive Items. The restrictions set forth in this Section 13.2.1 shall terminate with respect to any particular Exclusive Item in the event that Tenant, after the initial opening of the Premises to the public for business (or, if earlier, the date which is one (1) year after the date upon which the Premises was required to be so open under this Lease), has ceased to sell, rent or distribute such Exclusive Item at the Premises for a continuous period of one (1) year, other than during Excused Periods; provided, however, that such restrictions with respect to such Exclusive Items shall not be null and void unless (x) Landlord has notified Tenant that Landlord intends to terminate such restrictions by notice delivered to Tenant at any time after the end of such one (1) year period (which notice shall set forth which particular Exclusive Items such restrictions are intended by Landlord to be terminated with respect to), and (y) Tenant fails to sell, rent or distribute such Exclusive Items within 180 days following the delivery of such notice to Tenant. The restrictions set forth in Subsection 13.2.1 above shall not apply to (a) a full-line national or regional: (i) department store [for example, Wal-Mart, Macy's or Target], (ii) discount club [for example, Costco, BJ's Wholesale Club or Sam's Club], or (iii) home improvement center [for example, Home Depot or Lowe's], commonly located in first-class shopping center in the state in which the Shopping Center is located, each occupying at least 80,000 square feet of Floor Area within the Shopping Center or Related Land, as such stores are currently operated (as of the Effective Date); (b) other tenants within the Shopping Center or Related Land occupying no greater than 3,500 square feet of Floor Area and not primarily engaged in the sale of any one or more of the Exclusive Items, and (c) the following specific stores, as such stores are operated as of the Effective Date: Crate and Barrel, William Sonoma, Restoration Hardware and Pottery Barn. The exclusive rights granted to Tenant in this Section 13.2 shall inure to the benefit of any assignee of Tenant's interest in this Lease and to any sublessee of at least 50% of the Floor Area of the Premises.

Lease Section 7.2 (as modified by Paragraph 5.(d) of First Amendment to Lease) provides in part:

Tenant shall received directional signage only on such directional signage as both Landlord and Tenant shall mutually agree but in no event shall any other tenant of the Shopping Center the same size or smaller receive more directional signage than Tenant.

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	<p><u>Lease Section 7.5.1 (as modified by First Amendment to Lease) provides:</u></p> <p>During the Term, no exterior identification signs attached to any building of the Shopping Center shall be of the following type: (i) flashing, moving or audible signs; (ii) signs employing exposed raceways, exposed neon tubes, exposed ballast boxes, or exposed transformers, provided that Tenant shall have the right to employ any methods necessary for the installation of internally illuminated self-contained channel letters; or (iii) paper or cardboard signs other than professionally prepared interior window signs advertising special sales within the subject premises, temporary signs (exclusive of contractor signs), stickers or decals, provided, however, the foregoing shall not prohibit the placement at the entrance of each such premises of (A) small stickers or decals which indicate the hours of business, emergency telephone numbers, credit cards accepted, and other similar information, and/or (B) a sticker or decal which contains the phrase "no solicitation" or words of similar import. No billboard signs shall be permitted within the Shopping Center.</p>
<p>Black Finn</p>	<p><u>Section 21.24 of Lease dated October 13, 2011 provides in part:</u></p> <p>Provided no Event of Default by Tenant is occurring and Tenant is continuously operating the Premises as a BlackFinn American Grille restaurant, Landlord shall grant Tenant the following exclusive use (the "Exclusive Use"): Landlord shall not lease space or allow space to be assigned or subleased (to the extent Landlord has the right to approve or allow such assignment or subleasing) in the Shopping Center or any property adjacent or contiguous to (or separated solely by a road or right-of-way from) the Shopping Center owned or controlled now or at any time hereafter by Landlord or any affiliate of Landlord, to the following business operations, commonly known as: Yard House, BJ's Brewhouse, Brick House, Gordon Biersch or PJ Clarke's (individually, a "Restricted Tenant" and collectively, "Restricted Tenants"). Notwithstanding, the prohibition against certain Restricted Tenants shall not apply to the following: (i) Any tenant, its successors or assigns, with a lease that predates the date of full execution of this Lease, except that Landlord agrees that to the extent it has control of such pre-existing tenant's permitted use or assignment of its lease, that Landlord shall not take any action adverse to Tenant's Exclusive Use. Landlord represents and warrants that the list attached hereto as <u>Exhibit J</u> sets forth a list of existing tenants and identifies the specific existing tenants over whom Landlord has little or no control to prevent a Restricted Tenant from occupying space pursuant to such existing tenant's lease; nor (ii) Any "Major Tenant Spaces" regardless of the identity of the tenant occupying the Major Tenant Space from time to time and regardless of how those spaces are reconfigured in the future, which "Major Tenant Spaces" are defined as those spaces as presently configured and presently occupied by Home Depot, Jewel Osco, Costco, Carson Pirie Scott, Bed Bath & Beyond, Sports Authority, AMC Theatre, and the spaces to be occupied by TJ Maxx, PetSmart, and World Market once built, but to the extent that Landlord recovers any Major Tenant Spaces (or any portion of any Major Tenant Spaces) and reconfigures those spaces for smaller tenants instead of for a Major Tenant or Major Tenants occupying at least 18,000 square feet, then the Restricted Tenants prohibition would apply to those smaller spaces reconfigured by Landlord.</p>
<p>Buffalo Wild Wings</p>	<p>No Exclusive</p>
<p>Carson Pirie Scott</p>	<p><u>Amended and Restated Lease dated February 20, 2009</u></p> <p><u>Lease Section 7.03 provides:</u></p> <p>Tenant, as respects to the Premises, and Landlord as respects all other buildings on</p>

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	the Shopping Center Parcel, agree that no sign will be installed on the roof of any such building or which will project above the top of any parapet wall or above the roof line if it is to be affixed to the side of a building not having a parapet wall.
Carter's	[Deleted—not applicable to hotel]
Charming Charlie	<p><u>Section 21.24 of Lease dated December 23, 2010 provides in part:</u></p> <p>Provided Tenant is not otherwise in default of any of the terms and conditions of this Lease, and continually operating Tenant's business in the Premises in accordance with the Permitted Use, and selling fashion jewelry (as hereinafter defined) as one of its principal components, Landlord agrees that it shall not lease space anywhere in the Shopping Center for the first five (5) years of the Initial Term of the Lease, to a retail tenant whose primary business is the retail sale of "fashion jewelry" (the "Exclusive Use"). For purposes of this Exclusive Use provision, "fashion jewelry" shall be defined as mass produced jewelry made from inexpensive metals and imitation or semiprecious stones, such as base metals, glass, plastic, and other synthetics, generally the most affordable of all jewelry. Fashion jewelry is sometimes referred to as "costume jewelry" because it is meant to enhance a specific costume or outfit. "Primary business" shall mean those tenants whose sales of fashion jewelry are fifty percent (50%) or greater of their annual sales.</p>
Children's Place, The	[Deleted—not applicable to hotel]
Chipotle Mexican Grill	[Deleted—not applicable to hotel]
Costco	<p><u>Ground Lease dated November 7, 2003, as modified by First Amendment to Ground Lease dated October 17, 2008, Second Amendment to Ground Lease dated August 28, 2009, and Third Amendment to Ground Lease dated November 24, 2009.</u></p> <p><u>Section 1.4.19 of Ground Lease dated November 7, 2003, provides in part:</u></p> <p>For so long as Tenant shall operate the Premises as a membership warehouse club, neither Landlord, nor any subsidiary, affiliate, parent or other entity which controls, is controlled by, or is under common control with Landlord ("Landlord's Entities") shall sell, lease or otherwise transfer to any other membership warehouse club, including, but not limited to, Sam's, Pace, BJ's or SourceClub all or any portion of any property owned by Landlord or Landlord's Entities within a five (5) mile radius of the Property. It shall not be a violation if Landlord or any Landlord Entity acquires an interest in property on which a membership warehouse club is then operating or being developed outside the Shopping Center.</p> <p><u>Section 4(g) of the First Amendment to Ground Lease dated October 17, 2008, provides in part:</u></p> <p>During the Restriction Period, Landlord shall not permit, without Tenant's prior written consent, which consent may be given or withheld in Tenant's sole discretion, (A) the proposed hotel for the Redevelopment to have its entrance be located on any portion of the property adjacent to the Premises except in the permitted areas as depicted on the Premises Site Plan...</p>
E+O (earth and ocean)	<p><u>Section 21.22 of Lease dated May 16, 2012 provides in part:</u></p> <p>Provided Tenant is not in an Event of Default and is operating in the Premises a table service dining restaurant open for lunch (after a start-up period of no more than six (6) months) and dinner daily, and serving alcoholic beverages incidental to its</p>

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	<p>primary purpose of operation of a table service dining restaurant, and in conjunction therewith serving as a primary menu item sushi and/or sashimi (and sushi related items like "rolls"), Landlord agrees that it shall not lease to, sell to or permit any person or entity to operate any portion of the Shopping Center, as a restaurant featuring sushi and/or raw food and/or sashimi (and sushi related items like "rolls") as a primary menu item available for on- and off-premises consumption ("Tenant's Exclusive Use"). For the purposes of this Section 21.22, "a restaurant featuring sushi and/or raw food and/or sashimi (and sushi related items like "rolls") as a primary menu item available for on- and off-premises consumption" shall mean any restaurant deriving more than twenty five percent (25%) of its annual gross sales from sales of sushi and/or raw food and/or sashimi (and sushi related items like "rolls"). Notwithstanding, Tenant's Exclusive Use shall not apply to: (i) Any tenant with a lease that predates the date of Tenant's Lease, its successors, assignees, and transferees; provided that in connection with any proposed change in use of the applicable premises Landlord will exercise whatever discretion it has under such leases to protect Tenant's Exclusive Use; and any tenant under a lease that predates the Effective Date as to which Landlord has no control of such tenant's use of its premises, its successors, assignees, and transferees, nor (ii) Any tenant that does not operate for the purpose of Tenant's Exclusive Use (i.e., a tenant deriving twenty five percent (25%) or less of its annual gross sales from sales of sushi and/or raw food and/or sashimi (and sushi related items like "rolls").</p>
<p>Eggsperience Pancakes & Café</p>	<p>[Deleted—not applicable to hotel]</p>
<p>Famous Footwear</p>	<p><u>Section 11 of the Lease dated March 26, 2014 provides in part:</u></p> <p>Provided Tenant is not in default of any of the terms and conditions of this Lease beyond any applicable cure period, and is operating Tenant's business in the Premises for the primary and principal purpose of the retail sale of shoes and other footwear, Landlord shall not lease space in the Shopping Center to any other tenant whose primary and principal purpose is the operation of an open stock branded shoe store, such as, by way of example, Shoe Carnival, Shoe Show or DSW (the "Exclusive Use"). Notwithstanding the foregoing, Tenant's Exclusive Use shall not apply to: (i) any tenant with a lease that predates the date of Tenant's Lease as listed on <u>Exhibit "F"</u> ("Existing Tenant"), its successors and/or assignees, provided however, Landlord shall not permit or agree to the change of a permitted use by any such tenant or its successors and/or assigns to a use which violates Tenant's Exclusive Use if Landlord has the right, by virtue of the provisions of the existing lease, to withhold such permission or agreement; nor (ii) any tenant operating a shoe store in a premises containing 1,500 or less square feet; nor (iii) any tenant that does not operate primarily for the purpose of the Exclusive Use (i.e., a tenant deriving twenty-five percent (25%) or less of its annual gross sales from the sales of Exclusive Use items shall not be deemed in violation of this provision). Existing Tenants are listed on <u>Exhibit "F"</u> attached hereto.</p>
<p>Five Guys Burgers and Fries</p>	<p><u>Section 21.24 of Lease dated August 6, 2009 provides in part:</u></p> <p>So long as Tenant is operating as a fast-casual restaurant, serving primarily hamburgers, cheeseburgers and fries for on- and off-premises consumption in the Building and Tenant is not in an Event of Default, during the Initial Term of the Lease and any Renewal Term (if properly exercised), Landlord agrees that it shall not lease space in the Shopping Center to any fast casual restaurant whose sales of hamburgers and cheeseburgers are greater than fifteen percent (15%) of their annual gross sales ("Tenant's Exclusive Use"). Notwithstanding, Tenant's Exclusive Use shall not apply to: (i) Any tenant of the Shopping Center with a lease that predates</p>

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	<p>the date of Tenant's Lease (whose names are provided on the attached Exhibit D-2) and whose lease allows it to operate for any lawful use and/or whose permitted use otherwise allows it to operate for Tenant's Exclusive Use, its successors, assignees and transferees, nor (ii) Full service restaurants that take customers' orders at their table and deliver food to their table, nor (iii) Tenants whose sales of such Exclusive Use items constitutes fifteen percent (15%) or less of their annual gross sales, nor (iv) Any tenant operating for Tenant's Exclusive Use in Buildings C, D, F and G in the Shopping Center as shown on the Site Plan attached hereto as Exhibit A; provided, however, Landlord agrees not to lease space in Buildings C, D, F and G to fast casual restaurants operating under the listed trade names of: Meatheads, Fatburger or Smashburger.</p>
GNC	<p><u>Section 5.04 of Lease dated November 26, 2012 provides in part:</u></p> <p>Provided and for so long as Tenant remains free of default under the Lease beyond any applicable cure or grace period and remains continuously open and operating for the purpose of the permitted use set forth above, the primary purpose of which is the retail sale of prepackaged vitamins, mineral supplements, weight gain products, diet and weight loss products, sports nutrition supplements and health foods, Landlord covenants and agrees that, subsequent to the execution of this Lease, Landlord shall not enter into any new leases with other retail tenants in the Shopping Center (including temporary leases, kiosks and carts) which contains a use clause permitting the tenant to conduct a business for the primary purpose of the retail sale of health foods, prepackaged vitamins, mineral and herbal supplements and sports nutrition supplements, (collectively, the "Exclusive Use). "Primary purpose" shall be defined as a store selling the aforesaid items within an area which occupies in excess of the lesser of: (a) five percent (5%) of its floor area or (b) 100 square feet of floor area. Notwithstanding, the Exclusive Use shall not apply to: (i) Any tenant with a lease that predates the date of Tenant's Lease, its successors and/or assigns; nor (ii) Any item category (e.g. prepackaged vitamins) within Tenant's Exclusive Use that Tenant ceases to offer for sale at the Premises; nor (iii) Any tenant within the Shopping Center that does not operate for the primary purpose of the Exclusive Use (i.e., any tenant devoting in excess of the lesser of (a) five percent (5%) of its floor area or (b) 100 square feet of floor area, to sales of health foods, prepackaged vitamins, mineral and herbal supplements and sports nutrition supplements; nor (iv) Any tenant located in the "main street" portion of the Shopping Center as depicted on Exhibit A; nor (v) Any premises within the Shopping Center consisting of 10,000 or more contiguous square feet under a single trade name; nor (vi) Any fitness facility, health club, gym or similar operation located in the Shopping Center, so long as said facility doesn't exceed the "primary purpose" criteria noted above.</p>
Home Depot	<p><u>Lease dated August 25, 1994, as amended by First Amendment to Lease Agreement dated September 24, 2003, Second Amendment to Lease dated March 28, 2008, Letter Agreement dated January 12, 2010, and Letter Agreement dated March 18, 2010</u></p> <p><u>Section 4(g) of Second Amendment to Lease dated March 28, 2008, modifies Schedule IV of the Lease as follows:</u></p> <p>"From and after the date of this Second Amendment, Landlord covenants and agrees that in no event shall Landlord, its successors, grantees, tenants or assigns, sell, lease, use or allow the use of any portion of the Shopping Center (other than the Premises) to be used:</p> <p>(i) as a home improvement center, hardware store, garden center or lumber store, provided, however, (A) Tenant acknowledges and agrees that Landlord shall not be in violation of the Lease, as amended herein, by reason of a violation of</p>

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the terms of this Section 4(g) by a Shopping Center tenant under a lease that is in existence as of the date of this Second Amendment which provides such existing tenant the legal right to operate its Premises for any of the foregoing exclusive uses, either specifically or generally, and (B) Landlord agrees that if, under any existing lease, Landlord's consent to any assignment or sublease is required and such consent may be exercised in Landlord's sole discretion, Landlord shall, in such case, condition its consent to such assignment, sublease or renewal, as the case may be, upon the applicable assignee or subtenant agreeing in writing that such party, its lease and respective demised premises shall be subject to and bound by the terms of this Section 4(g); and

(ii) without in any way limiting the terms of item (i) above in this Section 4(g), by any single occupant of any portion of the Shopping Center for the operation of any business in more than the Permitted Incidental Area (as hereinafter defined) for the sale, display, leasing, rental or distribution of any one or more of the following items or materials (and in no event shall all such uses by all occupants in the Shopping Center exceed, in the aggregate, more than ten thousand (10,000) square feet of floor area): lumber, hardware, plumbing supplies, pool supplies, electrical supplies (but not including electronics or computers or related products and supplies), paint, wallpaper and other wallcoverings (but not paintings or works of art), window treatments (excluding draperies and curtains in conjunction with the operation of a full line furniture store), kitchen or bathrooms or components thereof (such as tubs, sinks, faucets, mirrors, cabinets, showers, vanities, countertops and related hardware), windows, hard and soft flooring (including tile, wood flooring, and wall-to-wall carpeting, (but not occasional or area rugs), siding, ceiling fans, garden nursery supplies and plants sold by gardening and garden nursery suppliers (but the foregoing shall not prohibit a florist from selling artificial and/or natural and/or live plants or seasonal), outdoor cooking equipment, patio furniture and patio accessories (except patio furniture and accessories may be sold in conjunction with the operation of a full line furniture store), live Christmas trees, indoor and outdoor lighting and light fixtures (but not lamps), cabinets, major kitchen and household appliances, and interior design services (except interior design services may be sold in conjunction with the operation of a full line furniture store). The foregoing restriction set forth in this Section 4(g)(ii) shall not apply to the following existing tenants: Costco, Carson Pirie Scott, Bed Bath & Beyond, and Jewel Osco, or any of their permitted successors and assigns, as such stores are typically operated as of the date hereof, subject further to the terms of Section 4(g)(i) above. In addition, nothing contained in this Section 4(g)(ii) shall be deemed to prevent or prohibit the operation of (i) a Sam's Club, Costco or BJ's Wholesale Club store, as such stores are typically operated as of the date hereof; (ii) a Kohl's, Macy's, JC Penney or Sears department or variety store, as such stores are typically operated as department or variety stores of the date hereof; (iii) a K-mart, Wal-Mart or Target discount department store, as such stores are typically operated as of the date hereof; (iv) a Kroger, Albertsons, Jewel Osco, or Dominick's/Safeway grocery store, as such stores are typically operated as of the date hereof; (v) a Bassett, Carson Pirie Scott or Fields furniture store, as such stores are typically operated as of the date hereof; or (vi) a TJ Maxx, Old Navy or The Gap store, as such stores are typically operated as of the date hereof.

For purposes of this Section 4(g), the terms "Permitted Incidental Area" shall mean the greater of (a) two thousand (2,000) square feet of floor area, or (b) ten percent (10%) of an occupant's total floor area devoted to sales. In addition, the restrictions set forth above shall cease and terminate as of the earlier of (i) expiration or earlier termination of the Lease, or (ii) two (2) years (as hereinafter extended) from and after the date on which no portion of the Premises is utilized either as a home improvement center or for the sale of the product classifications set forth above. The foregoing two (2) year period shall be extended by the period of any cessation in such use or uses that is due to casualty, condemnation, or other

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	cessations due to force majeure.”
Human Synergistics	No Exclusive
Jersey Mikes	[Deleted—not applicable to hotel]
Jewel Osco	<p><u>Lease dated April 15, 1995, as modified by First Amendment to Lease dated March 25, 2002 and Second Amendment to Lease Agreement dated August 7, 2008.</u></p> <p><u>Lease Section 23 provides in part:</u></p> <p>The types of uses permitted in the Shopping Center shall be of a retail and/or commercial nature found in first class shopping centers of a similar size in the metropolitan marketing area in which the Shopping Center is located. Landlord shall not permit any premises (nor any part thereof) in the Shopping Center other than the Premises (and any other premises in the Shopping Center occupied an Affiliate) to be (i) used or occupied as a retail supermarket, drug store or combination thereof, nor (ii) used for the sale of any of the following: (1) unprepared fish or meat; (2) liquor or other alcoholic beverages in package form, including, but not limited to, beer, wine and ale (except that the operator of a single gourmet shop located in the mall of the Shopping Center shall be permitted to sell wine as an incidental part of such operation); (3) produce; (4) any combination of food items sufficient to be commonly known as a convenience food store; and (5) items requiring dispensation by or through a pharmacy or requiring dispensation by or through a registered or licensed pharmacist, provided that a pharmacy may be operated as an incidental part of a general merchandise store operating in premises containing at least 75,000 of gross leasable area in the Shopping Center. Landlord’s covenant described above shall not apply to the leases for the department stores at the Shopping Center on the date hereof and described on Exhibit F hereto, as such leases have heretofore or are hereafter assigned, all of which leases permit general retail uses in the premises described therein after the expiration of certain operating covenants. In the event that Tenant shall cease to offer any of the foregoing restricted items for sale at the Premises for a period of twelve (12) consecutive months or more during the term, then the restrictive covenant as to the item(s) which Tenant shall so cease to offer shall thereupon expire and be of no further force or effect; provided, however, that any cessation to offer any such items for sale due to governmental regulations or other causes beyond the reasonable control of Tenant, including, without limitation, fire or other casualty damaging the Premises, shall not result in the expiration of any such restrictive covenants.</p> <p><u>Paragraph 8 of the First Amendment to Lease dated March 25, 2002 provides:</u></p> <p>In accordance with Section 23 of the Lease, Landlord covenanted with Tenant that it would prohibit certain uses within the Shopping Center (the “Restrictive Covenant”). Landlord and Tenant hereby acknowledge and agree that the Restrictive Covenant will not be applicable to the Costco Premises so long as it is occupied by Costco provided that Costco shall not be permitted to operate a conventional, non-warehouse type supermarket or a non-warehouse “super store” that includes an offering of products which constitute the equivalent of a full service supermarket.</p>
Maurices	[Deleted—not applicable to hotel]
Massage Envy	[Deleted—not applicable to hotel]
Menchie’s	[Deleted—not applicable to hotel]

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Naf Naf Grill	[Deleted—not applicable to hotel]
Nothing Bundt Cakes	[Deleted—not applicable to hotel]
Old Navy	No Exclusive
Orange Theory Fitness	[Deleted—not applicable to hotel]
Outback Steakhouse	<p><u>Second Amendment dated January 26, 2015 to Lease dated May 12, 2014 provides in part:</u></p> <p>Provided that there is no continuing Event of Default, for as long as Tenant is operating an Outback Steakhouse or a similar full-service steakhouse restaurant which is consistent with the Permitted Use, subject to temporary disruptions due to alterations, casualty, condemnation or any other reason beyond Tenant's reasonable control, Landlord covenants and agrees as follows (collectively, the "Tenant Exclusive"): (a) it will not operate or permit any other tenant or occupant to operate any of the following in any portion of the Shopping Center: a full-service "steakhouse" and (b) no full-service "steakhouse" shall be located upon any of the Shopping Center outparcels (as same are shown on the Site Plan of Shopping Center) (the "Restricted Outparcels"). As used herein, a "steakhouse" shall mean any restaurant (i) with the word "steak" or "prime rib," or any other words that give a connotation of a steakhouse theme or atmosphere in its name, or (ii) where steak or prime rib is regularly specified in its advertising or marketing efforts, or (iii) where steak or prime rib collectively constitute twenty percent (20%) or more of its entrée items or twenty percent (20%) or more of its entrée sales computed on a dollar basis. Notwithstanding anything set forth herein to the contrary, Tenant acknowledges and agrees that the foregoing Tenant Exclusive is not applicable to any tenant in the Shopping Center whose lease pre-dates this Amendment.</p>
Panera Bread	[Deleted—not applicable to hotel]
Pei Wei	[Deleted—not applicable to hotel]
PetSmart	<p><u>Lease dated January 27, 2010</u></p> <p><u>Lease Section 31.B. provides in part:</u></p> <p>From and after the date hereof and continuing throughout the Term of the Lease, Tenant shall have the exclusive right in the Shopping Center to conduct any portion of Tenant's Primary Business described in clauses (i), (ii) and (iii) of Tenant's Primary Business set forth in Paragraph C of the Fundamental Lease Provisions ("Tenant's Exclusive"). Tenant's Exclusive shall not apply to a full-line grocery store occupying at least forty thousand (40,000) square feet of Gross Floor Area or any retailer occupying in excess of sixty-five thousand (65,000) square feet of Gross Floor Area provided such retailer is not a direct competitor of Tenant (i.e., such retailer does not (i) primarily sell pets, pet food and/or pet products and accessories; or (ii) provide pet services of any kind including but not limited to veterinary services, grooming, obedience training, pet day care and/or boarding). Tenant's Exclusive shall not apply to any tenant or occupant listed on Exhibit J whose rights as of the date of this Lease are not subject to Tenant's Exclusive. All other tenants or other occupants of any portion of the Shopping Center (excluding any occupancy agreements in effect as of the date of this Lease, except to the extent Landlord has the right to object to or restrict a change in use) shall be prohibited from engaging in any portion of Tenant's Primary Business described in clauses (i), (ii) and (iii) of</p>

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	<p>Paragraph C of the Fundamental Lease Provisions, except on a basis that is incidental to an otherwise permitted use. For purposes of this Paragraph, the term “incidental” shall mean that the use occupies the lesser of (x) five hundred (500) square feet of Gross Floor Area (one thousand (1,000) square feet of Gross Floor Area in the case of a grocery store occupying less than forty thousand (40,000) square feet of Gross Floor Area but more than fifteen thousand (15,000) square feet of Gross Floor Area); or (y) five percent (5%) of the sales area in the subject premises. Any adjacent land that may be acquired/owned by Landlord or any related party or entity affiliated with Landlord shall be bound by Tenant’s Exclusive Use.</p> <p>Paragraph C of the Fundamental Lease Provisions – Tenant’s Primary Business: The retail sale of (i) pets (including but not limited to fish, birds, reptiles, dogs, cats and other small animals), (ii) food, accessories and other products relating to pets and animals, including equestrian products and apparel related thereto, (iii) services related to pets and animals, such as grooming, indoor boarding and pet day care, animal training and obedience classes, pet adoption and veterinary services, (iv) products relating to nature and the environment incidental to the foregoing, (v) educational products and services related to any of the foregoing and (vi) office and storage uses incidental to the foregoing.</p>
<p>Phenix Salons</p>	<p><u>Section 21.24 of the Lease dated October 21, 2011 provides in part:</u></p> <p>Provided no Event of Default by Tenant is occurring and Tenant is continuously operating the Premises as a suites salon renting suites to operators offering the services set forth in Section 1.01(B), Landlord agrees that Landlord shall not (1) lease space within the Shopping Center to any future tenant, or (2) allow space to be assigned or subleased (to the extent Landlord has the right to approve or allow such assignment or subleasing) in the Shopping Center, or (3) agree to a change in the Permitted Use of another tenant (to the extent Landlord has the right to disapprove or disallow such a change of Permitted Use), whose principal Permitted Use is as a suites salon renting suites to operators offering the services set forth in Section 1.01(B) (the “Exclusive Use”). Notwithstanding, Tenant’s Exclusive Use shall not apply to the following: (i) Any tenant, its successors or assigns, with a lease that predates the Execution Date of this Lease, except that Landlord agrees that to the extent it has control of such pre-existing tenant’s Permitted Use or assignment of its lease, that Landlord shall not take any action adverse to Tenant’s Exclusive Use; nor (ii) Any “Major Tenant Spaces” regardless of the identity of the tenant occupying the Major Tenant Space from time to time and regardless of how those spaces are reconfigured in the future, which “Major Tenant Spaces” are defined as those spaces as presently configured and presently occupied by Home Depot, Jewel Osco, Costco, Carson Pirie Scott, Bed Bath & Beyond, Sports Authority, AMC Theatre, and the now vacant former Borders space, and the spaces to be occupied by TJ Maxx, PetSmart, and World Market once built, but to the extent that Landlord recovers any Major Tenant Spaces (or any portion of any Major Tenant Spaces) and reconfigures those spaces for smaller tenants instead of for a Major Tenant or Major Tenants occupying at least 18,000 square feet, then the Exclusive Use would apply to those smaller spaces reconfigured by Landlord; nor (iii) Any tenant that does not operate primarily for the purpose of the Exclusive Use (e.g., a training salon or a manicure/pedicure salon or a tenant that leases suites for office services and not for salon services or a tenant that operates a full services salon and in conjunction with such operation of a full services salon allows operators to license chairs out does not lease suites or studios or lofts to operators for salon services shall not be deemed in violation of the Exclusive Use).</p>

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Pigtails & Crewcuts	[Deleted—not applicable to hotel]
PNC Bank	No Exclusive
Smokey Bones Bar and Fire Grill	<p><u>Section 21.24 of the Lease dated November 13, 2014 provides in part:</u></p> <p>Provided no Event of Default by Tenant then exists and Tenant is open and operating the Premises under Tenant's Trade Name as a restaurant that specializes primarily in barbeque, Landlord agrees that it shall not sell, lease or otherwise allow the occupation, use or operation of any portion of the Shopping Center as a full service casual restaurant primarily specializing in barbeque (the "Exclusive Use"). Notwithstanding, the Exclusive Use shall not apply to: (i) Any Anchor Tenant of the Shopping Center; nor (ii) Any tenant of the Shopping Center with a lease that predates the date of Tenant's Lease, or its successors and/or assigns, provided however, Landlord shall not permit or agree to the change of a permitted use or assignment of lease by any such tenant or its successors and/or assigns to a use which violates the Exclusive Use if Landlord has the right, by virtue of the provisions of the existing lease, to withhold such permission or agreement; nor (iii) Any tenant that does not operate primarily for the purpose of the Exclusive Use (i.e., a tenant deriving twenty-five percent (25%) or less of its annual gross sales from the sale of barbeque shall not be deemed in violation of this provision); nor (iv) Any restaurant tenant operating in the Shopping Center primarily as an Italian concept, such as Olive Garden or California Pizza Kitchen or an Asian concept, such as PF Changs or B. D.'s Mongolian Barbeque or a steak concept such as Outback Steakhouse or Longhorn Steakhouse, regardless of the percentage of gross sales generated from the sale of barbeque at such concepts.</p>
The Sports Authority	<p><u>Lease dated December 2, 2008 as amended by First Amendment to Shopping Center Lease dated July 23, 2009:</u></p> <p><u>Lease Section 16.2(a) as amended by Third Amendment to Shopping Center Lease provides:</u></p> <p>During the Term, no premises or space in, or portion of, the Shopping Center, or any property adjacent or contiguous to (or separated solely by a road or right-of-way from) the Shopping Center owned or controlled now or at any time hereafter by Landlord or any affiliate of Landlord, other than the Premises, will be used for the retail sale and/or rental of sporting goods, sports apparel or athletic footwear, provided that such exclusive will not apply to (i) the incidental sale and/or rental of any of such merchandise, other than athletic footwear, by an occupant so long as the retail display space in such occupant's premises that is used for the display of such merchandise, other than athletic footwear, (including shelf space and allocable aisle space) is of a size not greater than the lesser of 1,500 square feet of Floor Area or 10% of such occupant's total Floor Area; and (ii) the incidental sale and/or rental of athletic footwear by an occupant so long as the retail display space in such occupant's premises that is used for the display of athletic footwear (including shelf space and allocable aisle space) is of a size not greater than the lesser of 1,500 square feet of Floor Area or 10% of such occupant's total Floor Area. As used herein, "athletic footwear" means footwear associated with sports and sport purposes (including, without limitation, running, jogging and aerobic activity). This Section 16.2(a) will not apply to (A) any tenant whose lease was fully executed on the Effective Date hereof and is identified on <u>Exhibit G</u> as an "Existing Lease Not Subject to Tenant's Exclusive;" provided, however, that this exception will not apply if (i) Landlord permits or agrees to an expansion of the premises or an extension of the term for any such permitted use which violates Tenant's exclusive if Landlord has the right, by virtue of the provisions of the existing lease or otherwise,</p>

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	<p>to withhold such permission or agreement, or (ii) Landlord permits or agrees to the change of a permitted use by any such tenant or its successors or assigns to a use which violates Tenant's exclusive if Landlord has the right, by virtue of the provisions of the existing lease or otherwise, to withhold such permission or agreement, or (iii) Landlord permits or agrees to an assignment or sublease of such existing lease to an assignee or subtenant who may use the premises for a use which violates Tenant's exclusive if Landlord has the right, by virtue of the provisions of the existing lease or otherwise, to withhold such permission or agreement, or (iv) Landlord has the right, by virtue of the provisions of the existing lease or otherwise, to cause such tenant to honor the exclusive granted to Tenant by giving such existing tenant notice of this exclusive or otherwise; (B) up to two athletic footwear operations not to exceed 2,000 square feet each of Floor Area, provided such athletic footwear operations are not located within 300 lineal feet of the main entrance to the Premises; (C) the operation of either a typical DSW store or a typical Designer Shoe Warehouse (but not both) not to exceed 40,000 square feet of Floor Area; and (D) Famous Footwear or other typical Brown Shoe concept and Payless Shoes. Notwithstanding anything herein to the contrary, and without limiting the generality of the foregoing, in no event may Landlord lease space to Shoe Carnival, Shoe Show, Rack Room Shoes or Off Broadway Shoes. Notwithstanding anything herein to the contrary, if, for a continuous period of 180 days, Tenant fails to operate as a full-line sporting goods store in substantially all of the Premises (other than for Permitted Closures, as hereinafter defined), Tenant will no longer have the exclusive rights described in this Section 16.2(a); provided, however, in the event Tenant recommences the operation of a full-line sporting goods store in the Premises, then, upon delivery to Landlord of notice of such recommencement, the exclusive granted to Tenant hereunder will again be effective and any lease executed during the interim period during which this exclusive was not effective and that does not contain a provision protecting such exclusive will be deemed to be an "Existing Lease Not Subject to Tenant's Exclusive." "Permitted Closures" are any temporary closures of the Premises due to Uncontrollable Events or due to repairs or restoration following damage by Casualty or a Taking or for not more than 120 consecutive days of remodeling.</p> <p>The foregoing exclusive use will not prohibit the operation of one store selling or displaying off-price merchandise typically found in TJ Maxx, Marshalls, or Home Goods stores in the premises demised to The TJX Companies, Inc. or its affiliates ("TJX") under a lease with Landlord (the "TJX lease") containing at least 25,000 square feet of Floor Area located in the Shopping Center (the "TJ Maxx Premises"), provided: (a) no more than an aggregate of five hundred (500) square feet of Floor Area (including shelf space and allocable aisle space) in the TJ Maxx Premises will be used for the retail sale or display of sports equipment (such as bicycles, racket sports equipment and water sports equipment); (b) no more than an aggregate of four thousand (4,000) square feet of Floor Area (including shelf space and allocable aisle space) in the TJ Maxx Premises will be used for the retail sale or display of athletic footwear and sports apparel designed specifically for a specific sport including, without limitation, ski clothing, bicycle shorts, aerobic wear and running shorts and related athletic accessories; and (c) the principal use of the TJ Maxx Premises will not be for the operation of a sporting goods business. The foregoing will be effective so long as the TJX lease is in force and effect.</p>
Sport Clips	[Deleted—not applicable to hotel]
State Farm Insurance (William A. Taylor Insurance Agency)	No Exclusive

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Steak 'N Shake	No Exclusive
Subway	[Deleted—not applicable to hotel]
T.J. Maxx	<p><u>Lease dated April 27, 2011</u></p> <p><u>Paragraphs 4(A) and (B) of Schedule B of the Lease provides:</u></p> <p>4. (A) Landlord agrees that no portion of the Shopping Center shall be used (x) for any establishment which sells or displays pornographic materials (except that incidental sale or display of adult materials in not more than ten percent (10%) of a book or video store that is part of a national or regional book or video store chain similar in quality to a Barnes & Noble shall be permitted) or (y) for any establishment which sells or displays used merchandise or second hand goods such as, but not limited to Salvation Army or Goodwill, except that stores similar in quality to a "Play it Again Sports" shall be permitted. No restaurants or establishments selling food prepared on premises for consumption on or off premises shall be located within two hundred (200) feet of the Demised Premises. (Collectively the uses described herein are referred to as the "Prohibited Uses"). The provisions of this Paragraph 4(A) shall not apply to the tenants (or their subtenants or assignees with respect to which Landlord's consent is not required) existing in the Shopping Center as of the date hereof listed on Schedule M attached hereto.</p> <p>4. (B) Landlord agrees that, subject to the provisions of the last sentence of this Paragraph 4(B), from the date hereof until expiration of the term of this lease, no other premises in the Shopping Center (except as provided below) shall at any time contain more than (i) fifteen thousand (15,000) square feet of floor area therein used or occupied for, or devoted to, the sale or display of apparel and related accessories on an Off-Price basis and/or (ii) seven thousand five hundred (7,500) square feet of floor area therein used or occupied for, or devoted to, the sale or display of shoes, footwear and related accessories on an Off-Price basis (all of the foregoing hereinafter referred to as a "Competing Use" and the merchandise referred to therein as the "Protected Merchandise"). The computation of such floor area shall include one half (1/2) of all floor area in any aisles, corridors or similar spaces adjacent to or abutting any racks, gondolas, shelves, cabinets, counters or other fixtures or equipment containing or used for the sale or display of the Protected Merchandise. For purposes of the foregoing, the term "Off-Price" shall mean the sale or display of merchandise on an every day basis at prices reduced from regular prices charged by full price retailers, such as department and specialty stores. The provisions of this Paragraph 4(B) shall not apply (a) to the tenants (or their subtenants or assignees with respect to which Landlord's consent is not required) existing in the Shopping Center as of the date hereof listed on Schedule M attached hereto; (b) one shoe store such as but not limited to DSW containing more than 7,500 square feet but less than fifteen thousand (15,000) square feet of floor area in the Shopping Center; or (c) the operation of a full-line sporting goods store such as Sports Authority or Dick's Sporting Goods; (e) a general merchandise department store occupying more than sixty thousand (60,000) square feet with operations similar to those currently operated by Kohl's, Walmart or J.C. Penney (but such shall not include Off-Price store operations such as Steinmart, Nordstrom Rack, Burlington Coat Factory or Ross, which stores are restricted by this Paragraph 4(B) regardless of the foregoing exception), or (f) operation of a warehouse club occupying more than 100,000 square feet with operations similar to those currently operated by Costco or Sam's Club. The provisions of Paragraph 4(B) shall expire one year after Tenant permanently ceases operations in the Demised Premises for the sale of any of the Protected Merchandise (that is, ceases operations except as a result of remodeling,</p>

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	repairs, fire or other casualty, force majeure or strike) unless within one year after Tenant shall have permanently ceased such operation in the Demised Premises Tenant notifies Landlord that it intends to use (or has entered into a letter of intent or assignment or sublease for use of the Demised Premises as a store which sell any of the Protected Merchandise and resumes operations selling the Protected Merchandise within one hundred twenty (120) days after such notice) in which event the restriction shall remain in effect.
T-Mobile	[Deleted—not applicable to hotel]
Torrid	<p><u>Lease dated April 4, 2012:</u></p> <p><u>Section 21.24 of the Lease provides in part:</u></p> <p>Provided no Event of Default by Tenant is occurring and Tenant is continuously operating the Premises for the Permitted Use and under the trade name "Torrid", Landlord shall grant Tenant the following exclusive use (the "Exclusive Use"): Landlord shall not lease space in the Shopping Center to any future tenant principally and primarily engaged in the retail sale of "plus size" women's clothing of size 12 or greater. Notwithstanding, Tenant's Exclusive Use shall not apply to the following: (i) any tenant of the Shopping Center with a lease that predates the date of Tenant's Lease, its successors and/or assignees, provided however, Landlord shall not permit or agree to the change of a permitted use by any such tenant or its successors and/or assigns to a use which violates Tenant's Exclusive Use if Landlord has the right, by virtue of the provisions of the existing lease, to withhold such permission or agreement; nor (ii) any premises in the Shopping Center consisting of ten thousand (10,000) or more square feet of GLA; nor (iii) any tenant of the Shopping Center who sells "plus size" women's clothing of size 12 or greater incidental (less than 50% of the Premises GLA is devoted to the display and retail sale of "plus size" women's clothing) to some other primary use such as but not limited to for example, the sale of women's clothing in all sizes (such as, but not limited to, Coldwater Creek) or such as the sale of designer fashions under a single designer name (such as, but not limited to, Talbots or Victoria's Secret). As used herein "principally and primarily" means fifty percent (50%) or more of a premises GLA is devoted to the display and retail sale of "plus size" women's clothing.</p>
Truco Tacqueria	No Exclusive
Verizon	[Deleted—not applicable to hotel]
World Market	<p><u>Lease dated August 12, 2011</u></p> <p><u>Section 9.03 of the Lease provides in part:</u></p> <p>During the Lease Term, provided Tenant is operating as a typical Cost Plus World Market, Landlord shall not lease space in the Shopping Center to an entity that will operate a store under the trade name "Pier 1 Imports" (the "Restricted Tenant"). The forgoing limitation shall not apply to any tenant in the Shopping Center with a lease that predates the Effective Date of this Lease, its successors and/or assignees, provided however, Landlord shall not permit or agree to the change of a permitted use or trade name by any such tenant or its successors and/or assigns to that of the Restricted Tenant if Landlord has the right, by virtue of the provisions of the existing lease, to withhold such permission or agreement.</p>

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<u>SCHEDULE 2 TO EXHIBIT A</u>	
PROHIBITED USES	
AMC Theatre	<p><u>Amended and Restated Lease dated September 25, 2009</u></p> <p><u>Section 12(A) of Amended and Restated Lease provides:</u></p> <p>Landlord shall not permit the operation of a movie theatre within the Entire Premises, other than within Tenant's Facility and, until the Amended and Restated Date, within the Existing Theatre Premises. If at any time during the Term a movie theatre, other than the one operated in Tenant's Facility, and, until the Amended and Restated Date, the one operated in the Existing Theatre Premises, is open for business within the Entire Premises or on premises which are (i) owned or controlled (directly or indirectly) by Landlord or by any officer, shareholder, member or partner of Landlord, and (ii) located within 1500 feet from any boundary line of the Entire Premises, then, in addition to Tenant's other remedies (including injunctive relief), during the continuance of such breach, the Rent (other than Taxes Applicable to Leased Premises) payable hereunder shall abate in full, and, in lieu thereof, Tenant shall pay Landlord an amount equal to Percentage Rent Only.</p>
Bank of America	None
Bed, Bath & Beyond	<p><u>Lease dated July 1, 2005 as amended by First Amendment to Lease dated October 15, 2009</u></p> <p><u>Per Lease Section 13.1.2 (as modified by First Amendment to Lease):</u></p> <p>Landlord shall construct, lease, operate and manage the Shopping Center as a first-class shopping center comparable to the other first-class shopping centers in the state in which the Shopping Center is located, subject, however to the provisions of <u>Exhibit M</u> hereto. Landlord shall not lease, rent, occupy or permit to be occupied any portion of the Shopping Center or any land (the "<u>Related Land</u>") contiguous or adjacent to the Shopping Center but for any intervening road, street, alley or highway) now or hereafter owned or controlled by Landlord or its Affiliate(s) (except to the extent otherwise permitted under any lease for space in the Shopping Center or the Related Land existing as of the Effective Date) for any of the "Prohibited uses" (defined in <u>Exhibit M</u> hereto annexed), provided, however, that the forgoing provisions of this Subsection 13.1.2 shall not apply to any business existing on the Related Land owned or controlled by a person or entity which: (i) was previously, but no longer is, the Landlord hereunder, or (ii) at the time it became Landlord hereunder, already owned or controlled such Related Land (excluding, however, the Landlord originally named herein and its Affiliates).</p> <p><u>First Amendment Exhibit M – Prohibited Uses</u></p> <p>As used in this Lease, the term "<u>Prohibited Uses</u>" shall mean any of the following uses:</p> <p style="padding-left: 40px;">A. As to the Shopping Center, including the Premises (except as otherwise set forth below), any of the following uses:</p> <p style="padding-left: 80px;">1. Any use which emits or results in strong, unusual or offensive odors, fumes, dust or vapors, is a public or private nuisance, emits noise or sounds</p>

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which are objectionable due to intermittence, beat, frequency, shrillness or loudness, creates a hazardous condition, or is used, in whole or in part, as or for warehousing or the dumping or disposing of garbage or refuse, other than odors and fumes normally emanating from the operation of a restaurant otherwise allowed hereunder;

2. Any operation primarily used as a storage facility, except to the extent shown on the Redevelopment Plan, Exhibit B, page 1 of 8 (identifying a separate, three story, self-storage building in the rear of the current Costco store) and any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation;

3. Any "second hand" store, "surplus" store other than of the type operating in first-class shopping centers (such as Play It Again Sports, as such store is operated as of the Effective Date);

4. Any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance);

5. Any dumping, disposing, incineration, or reduction of garbage (exclusive of trash compactors or trash containers located near the rear of any building);

6. Any fire sale, bankruptcy sale (unless pursuant to a court order), auction house operation, fictitious going-out-of-business sale, lost-our-lease sale or similarly advertised event (provided that if any such use is conducted by a third party in violation of its lease then Landlord's only obligation shall be to use commercially reasonable efforts to prevent the same);

7. Any central laundry, dry cleaning plant, or Laundromat (except that a dry cleaner/laundry that performs all dry cleaning and laundering outside the Shopping Center shall be permitted, so long as its on-site premises are located more than 150 feet away from the Premises);

8. Any automobile, truck, trailer, boat or recreational vehicle sales, leasing display or body shop repair operation;

9. Any bowling alley or skating rink, except to the extent located in the area shown as "Allowed Area" on the Redevelopment Plan, Exhibit B, page 6 of 8 (the "Allowed Area");

10. Any live performance theater, auditorium, sporting event, or other entertainment use or any meeting hall, except to the extent located in the Allowed Area or on an Outparcel other than a Restricted Outparcel;

11. Any living quarters, sleeping apartments, or lodging rooms, except in the location shown as "hotel" on the Redevelopment Plan, Exhibit B, page 1 of 8 (above a portion of the main street retail area) and except for the area in the Shopping Center and adjacent to the Shopping Center where residential is permitted by PUD (area known as Bank One Parcel and excluded from Shopping Center on the Redevelopment Plan, Exhibit B, page 5 of 8, and also "Building P");

12. Any veterinary hospital or animal raising or boarding facilities (except to the extent permitted below and except as permitted in conjunction with the operation of a pet store such as PetSmart or other similar pet store occupying more than 15,000 square feet otherwise allowed hereunder);

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13. Any mortuary or funeral home;

14. Any "Pornographic Use", which shall include, without limitation: (x) a store displaying for sale or exhibition books, magazines or other publications containing any combination of photographs, drawings or sketches of a sexual nature, which are not primarily scientific or educational [provided, however, that the sale of books, magazines and other publications by a national bookstore of the type normally located in first-class shopping centers in the State in which the Shopping Center is located (such as, for example, Borders and Barnes & Noble, as said stores currently operate) shall not be deemed a "pornographic use" hereunder]; or (y) a store offering for exhibition, sale or rental video cassettes or other medium capable of projecting, transmitting or reproducing, independently or in conjunction with another device, machine or equipment, an image or series of images, the content of which has been rated or advertised generally as NC-17 or "X" or unrated by the Motion Picture Rating Association, or any successor thereto [provided, however, that the sale or rental of such videos by a national video store of the type normally located in first-class shopping centers in the State in which the Shopping Center is located (such as, for example, Blockbuster or West Coast Video, as said stores currently operate) shall not be deemed a "pornographic use" hereunder]; or (z) a movie theater offering for exhibition, sale or rental video cassettes or other medium capable of projecting, transmitting or reproducing, independently or in conjunction with another device, machine or equipment, an image or series of images, the content of which has been rated or advertised generally as NC-17 or "X" or unrated by the Motion Picture Rating Association, or any successor thereto [provided, however, that the exhibition, sale or rental of such videos by a national or regional theater operator of the type normally located in first-class shopping centers in the State in which the Shopping Center is located (such as, for example, AMC or Regal or Cobb as said theaters currently operate) shall not be deemed a "pornographic use" hereunder]; or (zz) a massage parlor [except for therapeutic massages given in connection with the operation of a day spa, health club or chiropractor which may otherwise be permitted under this Exhibit M];

15. Any so-called "head shop", or other establishment primarily selling or exhibiting drug-related paraphernalia;

16. Any bar, tavern, or other establishment selling alcoholic beverages for on-or-off-premises consumption except that alcoholic beverages may be served as an incidental part of the operation of a nationally or regionally recognized restaurant typically operating in a first-class shopping center and operated primarily as a restaurant and not as a bar or tavern (such as TGI Fridays, Applebee's, Red Lobster, Chipotle, PF Chang's and Olive Garden, as such restaurants are operated as of the Effective Date) or as a part of the operation of a nationally or regionally recognized themed sports bar and grill typically operating in a first-class shopping center (such as Champs and Lee Roy Selmon's and Rock Bottom) as a part of the operation of a local family-oriented, sit-down restaurant selling food primarily for on-premises consumption and operated primarily as a restaurant rather than as a bar or tavern, to the extent such restaurants are otherwise allowed hereunder;

17. Any catering or banquet hall unless in conjunction with the operation of a hotel;

18. Any flea market, or any amusement or video arcade (other than inside, and as an incidental part, of a movie theater otherwise allowed hereunder), pool or billiard hall, night club, discotheque, or dance hall except to the extent located within the Allowed Area or an Outparcel other than the Restricted

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	<p>Outparcels;</p> <p>19. Any training or education facility, including but not limited to: beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers, except to the extent located in the Allowed Area (provided that in no event shall any schools or telemarketing centers be located within the Shopping Center); provided, however, this prohibition shall not be applicable to on-site employee training by an Occupant incidental to the conduct of its business at the Shopping Center;</p> <p>20. Any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as black-jack or poker; slot machines; video poker/black-jack/keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, this prohibition shall not apply to governmental sponsored gambling activities, or charitable gambling activities, so long as such governmental and/or charitable activities are incidental to the business operation being conducted by the Occupant;</p> <p>21. Any unlawful use;</p> <p>22. Any pawn shop, gun shop, or tattoo parlor;</p> <p>23. Any church or other place of religious worship;</p> <p>24. Any car wash, automobile repair shop, or any business servicing motor vehicles in any respect, including, without limitation, any quick lube oil change service, tire center or gasoline or service station or facility, except to the extent located on an Outparcel other than the Restricted Outparcels and except as in conjunction with the operation of a typical Costco store or Jewel Osco store, or their successor(s) or assign(s);</p> <p>25. Any carnival, amusement park or circus;</p> <p>26. Any medical clinics or medical offices within any first floor retail spaces in the Shopping Center, except that medical offices, and medical clinics of the type operated in first class shopping centers, in either case of not more than 7,500 square feet each, may be located within the Allowed Area (provided that in no event shall any so-called methadone clinics, blood banks, or drug or alcohol treatment or rehabilitation centers, be located within the Shopping Center);</p> <p>27. Any supermarket, except that an upscale, boutique-type food store of the type normally operated in the Chicago, Illinois metropolitan area (such as, by way of example, Zagara's Whole Foods, Fresh Fields, or Wild Oats), provided, that such store shall not occupy more than 27,000 square feet of Floor Area may be located at least 200 feet away from the Premises (except that an upscale, boutique-type food store shall be permitted to be located within the Premises) and except that any supermarket may be located on the Outparcel shown on the Redevelopment Plan, Exhibit B, page 5 of 8, as containing "Jewel Osco";</p> <p>28. Any office use, other than: (w) office space used in connection with and incidental to a permitted retail use hereunder; (x) any so-called Class A or Class B office space located within the Allowed Area; (y) retail offices providing services commonly found in similar first-class shopping centers in the Chicago, Illinois metropolitan area (for example, financial services, real estate brokerage, insurance agency, banking, travel agency) and located within the Allowed Area; or (z) any other so-called Class A or Class B office space and/or retail offices of the</p>
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	<p>type described under the preceding clause (y), in each case located on the second floor of any portion of the Shopping Center that is not within the Allowed Area;</p> <p>29. Any hotel/motel except to the extent located in the area shown as "hotel" on the Redevelopment Plan, Exhibit B, page 1 of 8, or on an Outparcel other than the Restricted Outparcels;</p> <p>30. Any daycare center except to the extent located on an Outparcel other than the Restricted Outparcels;</p> <p>31. Any veterinary office, except to the extent located on an Outparcel other than the Restricted Outparcels or except as may be incidental to a permitted full-line pet and pet supply store operating in at least 15,000 square feet of Floor Area and located at least 100 feet away from the Premises (except that a full-line pet and pet supply store shall be permitted to be located within the Premises); provided that any such allowed veterinary office and/or pet and pet supply store shall use reasonable efforts to prevent its customers from allowing their pets to urinate or defecate in the Common Areas and will promptly remove any "dog dirt" from in front of the Premises and provided that no pet or pet supply store shall be located within 100 feet of the Premises;</p> <p>32. Any children's entertainment or activity facility (such as "Discovery Zone", or "Chuck E. Cheese's") except to the extent located within the Allowed Area or on an Outparcel other than the Restricted Outparcels;</p> <p>33. Any karate center;</p> <p>34. Any movie theater, except to the extent located as shown on the Redevelopment Plan, Exhibit B, page 5 of 8 (in either the old AMC location or the new AMC location) or within the Allowed Area or on an Outparcel other than a Restricted Outparcel;</p> <p>35. Any restaurant serving meals for on-or off-premises consumption, except that (I) with respect to the Restricted Outparcels shown on the Redevelopment Plan, Exhibit B, page 5 of 8 as "Building L" and "Building M" only, restaurants shall be permitted to the extent located in "Building L" and/or the south half of "Building M", provided the restaurant in the south half of "Building M" does not exceed 4,500 square feet and open only as a so-called "fast casual" restaurant without waiter/waitress service, by way of example only, but not by way of limitation, Panera Bread, Atlanta Bread Company, Chipolte, Potbelly, Qdoba, Five Guys, and Fatburger (which restaurants may include only the incidental sale of alcoholic beverages for on-premises consumption), and (II) with respect to "Building N", a restaurant (or restaurants) is permitted if located within the area shown on the Redevelopment Plan, Exhibit B, page 5 of 8 in "Building N" as "Proposed Restaurant" and operating in not more than 5,000 square feet of Floor Area therein, in the aggregate; and (III) with respect to the remainder of the Shopping Center, restaurants shall be permitted only (x) in Outparcels that are not Restricted Outparcels, or (y) if located in the Allowed Area; or (z) if located within an area used for the operation of a restaurant as of the Effective Date (including but not limited to the Egg Factory building). Notwithstanding anything herein to the contrary, if "Building M" is constructed as shown on the Redevelopment Plan, Exhibit B, page 4 of 8, closer to "Building N", then the allowed restaurant (or restaurants) in "Building M" shall not be limited to the south half nor a "fast casual" and the maximum restaurant square footage for "Building M" shall be increased to 7,000 square feet, provided the entrance to such restaurant(s) shall not be located in the direction facing the Premises;</p>
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	<p>36. Any beauty parlor or nail salon unless located at least 100 feet away from the main entrance of the Premises;</p> <p>37. Any health spa, exercise facility or similar type business located outside of the Allowed Area or outside "Building P", except that (x) one exercise facility may be located on the Bank One Parcel which is outside of the Allowed Area and (y) one day spa of not more than 7,500 square feet of Floor Area may be located outside of the Allowed Area provided that the same shall not be located in the areas shown on the Redevelopment Plan, Exhibit B, page 5 of 8 as "Proposed Restaurant" or in the former "Steve & Barry's" space or in either "Building L" or "Building M"; or</p> <p>38. Any store primarily selling merchandise which is classed as "odd lot", "close out", "clearance", "discontinued", "cancellation", "second", "factory reject", "sample", "floor model", "demonstrator", "obsolescent", "over stock", "distressed", "bankruptcy", "fire sale" or "damaged", such as, for example, "Grossman's Bargain Outlet", "Contractor's Warehouse", "Big Lots", "Liquidation World", or "Odd Job", provided that the retailers commonly known as "Christmas Tree Shops" and "Costco" shall be deemed not to violate the foregoing restriction.</p> <p>d. As to <u>Related Land</u>, any of the uses listed in Items 1, 2, 4, 5, 14, 15, 21, 22, and 25 above.</p>
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PARCEL 1: THAT PART OF LOT 1 IN RANDHURST CENTER RESUBDIVISION- NO. 1, BEING A RESUBDIVISION OF LOT ONE IN RANDHURST CENTER, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RANDHURST CENTER RESUBDIVISION - NO. 1 RECORDED JULY 24, 1987 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 87408581 LYING BELOW AN ELEVATION OF 670.55 (NAVD 88 DATUM) MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY SOUTHWEST CORNER OF ORIGINAL LOT 1 AFORESAID; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 360.59 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 188.76 FEET; THENCE NORTH 04 DEGREES 04 MINUTES 56 SECONDS WEST, A DISTANCE OF 39.92 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHERLY AND NORTHEASTERLY, 22.66 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 19.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 29 DEGREES 12 MINUTES 18 SECONDS EAST AND A LENGTH OF 21.40 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY, 30.22 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 325.11 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 59 DEGREES 49 MINUTES 45 SECONDS EAST AND A LENGTH OF 30.21 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTH 56 DEGREES 27 MINUTES 15 SECONDS EAST, A DISTANCE OF 42.41 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY, 37.52 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 294.91 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 43 DEGREES 06 MINUTES 11 SECONDS EAST AND A LENGTH OF 37.50 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTH 34 DEGREES 51 MINUTES 03 SECONDS EAST, A DISTANCE OF 72.03 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY, 154.45 FEET ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 422.95 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 15 DEGREES 01 MINUTES 34 SECONDS EAST AND A LENGTH OF 153.39 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHERLY AND NORTHEASTERLY, 33.81 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 26.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 41 DEGREES 06 MINUTES 54 SECONDS EAST AND A LENGTH OF 31.56 FEET TO A POINT OF TANGENCY; THENCE NORTH 77 DEGREES 39 MINUTES 56 SECONDS EAST, A DISTANCE OF 352.49 FEET TO A POINT OF CURVE; THENCE EASTERLY AND SOUTHEASTERLY, 12.40 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 11.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 71 DEGREES 26 MINUTES 54 SECONDS EAST AND A LENGTH OF 11.81 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHEASTERLY, 20.84 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 61.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 50

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DEGREES 16 MINUTES 17 SECONDS EAST AND A LENGTH OF 20.74 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE SOUTH 59 DEGREES 58 MINUTES 01 SECONDS EAST, A DISTANCE OF 51.51 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY, 49.87 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 67.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 81 DEGREES 07 MINUTES 54 SECONDS EAST AND A LENGTH OF 48.74 FEET TO A POINT OF TANGENCY; THENCE NORTH 77 DEGREES 42 MINUTES 13 SECONDS EAST, A DISTANCE OF 77.05 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 0.58 FEET; THENCE SOUTH 60 DEGREES 01 MINUTES 21 SECONDS EAST, A DISTANCE OF 28.46 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 1.94 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 298.50 FEET; THENCE SOUTH 60 DEGREES 01 MINUTES 21 SECONDS EAST, A DISTANCE OF 26.50 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 161.50 FEET; THENCE NORTH 60 DEGREES 01 MINUTES 21 SECONDS WEST, A DISTANCE OF 165.50 FEET; THENCE SOUTH 29 DEGREES 58 MINUTES 39 SECONDS WEST, A DISTANCE OF 460.00 FEET; THENCE SOUTH 60 DEGREES 01 MINUTES 21 SECONDS EAST, A DISTANCE OF 139.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.566 ACRES, MORE OR LESS

PARCEL 2: THAT PART OF LOT 1 IN RANDHURST CENTER RESUBDIVISION - NO. 1, BEING A RESUBDIVISION OF LOT ONE IN RANDHURST CENTER, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RANDHURST CENTER RESUBDIVISION - NO. 1 RECORDED JULY 24, 1987 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 87408581 LYING ABOVE AN ELEVATION OF 670.55 AND BELOW AN ELEVATION OF 691.55 (NAVD 88 DATUM) MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST WESTERLY SOUTHWEST CORNER OF ORIGINAL LOT 1 AFORESAID; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 360.59 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 188.75 FEET; THENCE NORTH 04 DEGREES 04 MINUTES 56 SECONDS WEST, A DISTANCE OF 30.92 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHERLY AND NORTHEASTERLY, 22.66 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 19.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 29 DEGREES 12 MINUTES 18 SECONDS EAST AND A LENGTH OF 21.40 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY, 30.22 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 325.11 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 59 DEGREES 49 MINUTES 45 SECONDS EAST AND A LENGTH OF 30.21 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTH 56 DEGREES 27 MINUTES 15 SECONDS EAST, A DISTANCE OF 42.41 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY, 37.52 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 294.91 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 43 DEGREES 06 MINUTES 11 SECONDS EAST AND A LENGTH OF 37.50 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTH 34 DEGREES 51 MINUTES 03

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SECONDS EAST, A DISTANCE OF 72.03 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY, 154.45 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 422.95 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 15 DEGREES 01 MINUTES 34 SECONDS EAST AND A LENGTH OF 153.59 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHERLY AND NORTHEASTERLY, 33.81 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 26.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 41 DEGREES 06 MINUTES 54 SECONDS EAST AND A LENGTH OF 31.56 FEET TO A POINT OF TANGENCY; THENCE NORTH 77 DEGREES 39 MINUTES 56 SECONDS EAST, A DISTANCE OF 352.49 FEET TO A POINT OF CURVE; THENCE EASTERLY AND SOUTHEASTERLY, 12.40 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 11.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 71 DEGREES 26 MINUTES 54 SECONDS EAST AND A LENGTH OF 11.81 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHEASTERLY, 20.84 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 61.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 50 DEGREES 15 MINUTES 17 SECONDS EAST AND A LENGTH OF 20.74 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE SOUTH 59 DEGREES 58 MINUTES 01 SECONDS EAST, A DISTANCE OF 51.51 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY, 49.87 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 67.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 81 DEGREES 07 MINUTES 54 SECONDS EAST AND A LENGTH OF 48.74 FEET TO A POINT OF TANGENCY; THENCE NORTH 77 DEGREES 42 MINUTES 13 SECONDS EAST, A DISTANCE OF 77.05 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 0.58 FEET; THENCE SOUTH 60 DEGREES 01 MINUTES 21 SECONDS EAST, A DISTANCE OF 28.46 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 300.44 FEET; THENCE SOUTH 29 DEGREES 58 MINUTES 39 SECONDS WEST, A DISTANCE OF 52.47 FEET; THENCE NORTH 60 DEGREES 14 MINUTES 59 SECONDS WEST, A DISTANCE OF 18.67 FEET; THENCE SOUTH 29 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 100.84 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE NORTH 59 DEGREES 52 MINUTES 46 SECONDS WEST, A DISTANCE OF 104.42 FEET; THENCE SOUTH 29 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 34.56 FEET; THENCE SOUTH 74 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 23.35 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL 29 AS DEPICTED ON THIS TAX DIVISION PLAT; THENCE SOUTH 29 DEGREES 58 MINUTES 39 SECONDS WEST, ALONG SAID NORTHWESTERLY LINE OF PARCEL 29, A DISTANCE OF 9.45 FEET; THENCE SOUTH 15 DEGREES 14 MINUTES 59 SECONDS EAST, A DISTANCE OF 82.59 FEET; THENCE NORTH 74 DEGREES 45 MINUTES 01 SECONDS EAST, A DISTANCE OF 67.03 FEET; THENCE NORTH 29 DEGREES 45 MINUTES 01 SECONDS EAST, A DISTANCE OF 53.93 FEET; THENCE SOUTH 60 DEGREES 14 MINUTES 59 SECONDS EAST, A DISTANCE OF 15.17 FEET; THENCE NORTH 29 DEGREES 45 MINUTES 01 SECONDS EAST, A DISTANCE OF 16.92 FEET TO THE POINT OF BEGINNING, CONTAINING 0.213 ACRES, MORE OR LESS.

PARCEL 3: THAT PART OF LOT 1 IN RANDHURST CENTER RESUBDIVISION- NO. 1, BEING A RESUBDIVISION OF LOT ONE IN RANDHURST CENTER, BEING A

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SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RANDHURST CENTER RESUBDIVISION - NO. 1 RECORDED JULY 24, 1987 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 87408581 LYING ABOVE AN ELEVATION OF 691.55 AND BELOW AN ELEVATION OF 726.55 (NAVD 88 DATUM) MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST WESTERLY SOUTHWEST CORNER OF ORIGINAL LOT 1 AFORESAID; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 360.59 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 188.76 FEET; THENCE NORTH 04 DEGREES 04 MINUTES 56 SECONDS WEST, A DISTANCE OF 39.92 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHERLY AND NORTHEASTERLY, 22.66 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 19.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 29 DEGREES 12 MINUTES 18 SECONDS EAST AND A LENGTH OF 21.40 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY, 30.22 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 325.11 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 59 DEGREES 49 MINUTES 45 SECONDS EAST AND A LENGTH OF 30.21 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTH 56 DEGREES 27 MINUTES 15 SECONDS EAST, A DISTANCE OF 42.41 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY, 37.52 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 294.91 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 43 DEGREES 06 MINUTES 11 SECONDS EAST AND A LENGTH OF 37.50 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTH 34 DEGREES 51 MINUTES 03 SECONDS EAST, A DISTANCE OF 72.03 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY, 154.45 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 422.95 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 15 DEGREES 01 MINUTES 34 SECONDS EAST AND A LENGTH OF 153.59 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHERLY AND NORTHEASTERLY, 33.81 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 26.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 41 DEGREES 06 MINUTES 54 SECONDS EAST AND A LENGTH OF 31.56 FEET TO A POINT OF TANGENCY; THENCE NORTH 77 DEGREES 39 MINUTES 56 SECONDS EAST, A DISTANCE OF 352.49 FEET TO A POINT OF CURVE; THENCE EASTERLY AND SOUTHEASTERLY, 12.40 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 11.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 71 DEGREES 26 MINUTES 54 SECONDS EAST AND A LENGTH OF 11.81 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHEASTERLY, 20.84 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 61.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 50 DEGREES 16 MINUTES 17 SECONDS EAST AND A LENGTH OF 20.74 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE SOUTH 59 DEGREES 58 MINUTES 01 SECONDS EAST, A DISTANCE OF 51.51 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY, 49.87 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 67.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 81 DEGREES 07 MINUTES 54 SECONDS EAST AND A LENGTH OF 48.74 FEET TO A POINT OF TANGENCY; THENCE NORTH 77 DEGREES 42 MINUTES 13 SECONDS EAST, A DISTANCE OF 77.05 FEET; THENCE NORTH

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29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 0.58 FEET; THENCE SOUTH 60 DEGREES 01 MINUTES 21 SECONDS EAST, A DISTANCE OF 28.46 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 134.03 FEET; THENCE NORTH 60 DEGREES 01 MINUTES 21 SECONDS WEST, A DISTANCE OF 65.45 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE SOUTH 15 DEGREES 14 MINUTES 59 SECONDS EAST, A DISTANCE OF 50.33 FEET; THENCE SOUTH 29 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 26.43 FEET; THENCE SOUTH 74 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 51.65 FEET; THENCE NORTH 15 DEGREES 14 MINUTES 59 SECONDS WEST, A DISTANCE OF 88.52 FEET; THENCE NORTH 29 DEGREES 45 MINUTES 01 SECONDS EAST, A DISTANCE OF 244.70 FEET; THENCE NORTH 44 DEGREES 45 MINUTES 01 SECONDS EAST, A DISTANCE OF 81.50 FEET; THENCE SOUTH 45 DEGREES 14 MINUTES 59 SECONDS EAST, A DISTANCE OF 69.44 FEET; THENCE SOUTH 44 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 66.77 FEET; THENCE SOUTH 29 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 122.87 FEET; THENCE NORTH 60 DEGREES 14 MINUTES 59 SECONDS WEST, A DISTANCE OF 7.36 FEET; THENCE SOUTH 29 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 82.13 FEET TO THE POINT OF BEGINNING, CONTAINING 0.590 ACRES, MORE OR LESS.

PARCEL 4: THAT PART OF LOT 1 IN RANDHURST CENTER RESUBDIVISION- NO. 1, BEING A RESUBDIVISION OF LOT ONE IN RANDHURST CENTER, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RANDHURST CENTER RESUBDIVISION - NO. 1 RECORDED JULY 24, 1987 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 87408581 LYING ABOVE AN ELEVATION OF 726.53 AND BELOW AN ELEVATION OF 744.55 (NAVD 88 DATUM) MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST WESTERLY SOUTHWEST CORNER OF ORIGINAL LOT 1 AFORESAID; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 360.59 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 182.76 FEET; THENCE NORTH 04 DEGREES 04 MINUTES 56 SECONDS WEST, A DISTANCE OF 39.92 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHERLY AND NORTHEASTERLY, 22.66 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 19.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 29 DEGREES 12 MINUTES 18 SECONDS EAST AND A LENGTH OF 21.40 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY, 30.22 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 325.11 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 59 DEGREES 49 MINUTES 45 SECONDS EAST AND A LENGTH OF 30.21 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTH 56 DEGREES 27 MINUTES 15 SECONDS EAST, A DISTANCE OF 42.41 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY, 37.52 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 294.91 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 43 DEGREES 06 MINUTES 11 SECONDS EAST AND A LENGTH OF 37.50 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTH 34 DEGREES 51 MINUTES 03 SECONDS EAST, A DISTANCE OF 72.03 FEET TO A POINT OF A NON-TANGENT CURVE;

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THENCE NORTHEASTERLY, 154.45 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 422.95 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 15 DEGREES 01 MINUTES 34 SECONDS EAST AND A LENGTH OF 153.59 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHERLY AND NORTHEASTERLY, 33.81 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 26.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 41 DEGREES 06 MINUTES 54 SECONDS EAST AND A LENGTH OF 31.56 FEET TO A POINT OF TANGENCY; THENCE NORTH 77 DEGREES 39 MINUTES 56 SECONDS EAST, A DISTANCE OF 352.49 FEET TO A POINT OF CURVE; THENCE EASTERLY AND SOUTHEASTERLY, 12.40 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 11.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 71 DEGREES 26 MINUTES 54 SECONDS EAST AND A LENGTH OF 11.81 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHEASTERLY, 20.84 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 61.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 50 DEGREES 16 MINUTES 17 SECONDS EAST AND A LENGTH OF 20.74 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE SOUTH 59 DEGREES 58 MINUTES 01 SECONDS EAST, A DISTANCE OF 51.51 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY, 49.87 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 67.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 81 DEGREES 07 MINUTES 54 SECONDS EAST AND A LENGTH OF 48.74 FEET TO A POINT OF TANGENCY; THENCE NORTH 77 DEGREES 42 MINUTES 13 SECONDS EAST, A DISTANCE OF 77.05 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 0.58 FEET; THENCE SOUTH 60 DEGREES 01 MINUTES 21 SECONDS EAST, A DISTANCE OF 28.46 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 134.03 FEET; THENCE NORTH 60 DEGREES 01 MINUTES 21 SECONDS WEST, A DISTANCE OF 65.45 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE SOUTH 15 DEGREES 14 MINUTES 59 SECONDS EAST, A DISTANCE OF 50.33 FEET; THENCE SOUTH 29 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 26.43 FEET; THENCE SOUTH 74 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 51.65 FEET; THENCE NORTH 15 DEGREES 14 MINUTES 59 SECONDS WEST, A DISTANCE OF 88.52 FEET; THENCE NORTH 29 DEGREES 45 MINUTES 01 SECONDS EAST, A DISTANCE OF 37.51 FEET; THENCE SOUTH 60 DEGREES 14 MINUTES 59 SECONDS EAST, A DISTANCE OF 61.96 FEET; THENCE SOUTH 15 DEGREES 14 MINUTES 59 SECONDS EAST, A DISTANCE OF 2.21 FEET TO THE POINT OF BEGINNING, CONTAINING 0.152 ACRES, MORE OR LESS.

Commonly known as: 1 Randhurst Village Drive, Mount Prospect, Illinois

PINs: 03-27-401-287-0000
 03-27-401-288-0000
 03-27-401-289-0000
 03-27-401-290-0000

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MAIL TO:

Charles Dubroff
Sagamore Randhurst LLC
9616 East A.W. Tillinghast Road
Scottsdale, AZ 85262

NAME AND ADDRESS OF TAXPAYER:

Sagamore Randhurst LLC
9616 East A.W. Tillinghast Road
Scottsdale, AZ 85262

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

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