



Doc#: 1611015062 Fee: \$56.25
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 04/19/2016 11:39 AM Pg: 1 of 9

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RECORDING REQUESTED BY:
PIER 1 IMPORTS (U.S.), INC. – LEGAL DEPARTMENT
ATTN: MARILYNN MOORMAN (817-252-7632)
STORE #1688 – SCHAUMBURG-IL

TITLE

MEMORANDUM OF LEASE

Return to:
**Prepared and
Requested by:**

Marilynn Moorman, Legal Department
Pier 1 Imports (U.S.), Inc.
100 Pier 1 Place
Fort Worth, TX 76102

Grantor:

BRE DDR Woodfield Village LLC
c/o DDR Corp.
3300 Enterprise Parkway
Beachwood, Ohio 44122

Grantee:

Pier 1 Imports (U.S.), Inc.
100 Pier 1 Place
Fort Worth, TX 76102

Lease Term:

Lease term does not exceed 20 years.

Legal Description:

Attached

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MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, made and entered into effective this 16th day of October, 2015, by and between **BRE DDR WOODFIELD VILLAGE, LLC**, a Delaware limited liability company, with its principal office at c/o DDR Corp., 3300 Enterprise Parkway, Beachwood, Ohio 44122, hereinafter referred to as "LANDLORD," and Pier 1 Imports (U.S.), Inc., a Delaware corporation, hereinafter referred to as "TENANT," with its principal office at 100 Pier 1 Place, Fort Worth, Texas 76102.

WITNESSETH, that:

1. LANDLORD, in consideration of the rents reserved and agreed to be paid by TENANT, and of the covenants, agreements, conditions and understandings to be performed and observed by TENANT, all as more fully set out in a lease executed by LANDLORD and TENANT, and dated the 16th day of October, 2015 (the "Lease"), hereby lets, leases and demises to TENANT certain premises (the "Premises"), located in the City of Schaumburg, County of Cook, State of Illinois, and contained in a shopping center constructed or to be constructed on the real property described in **Exhibit A** attached hereto together with all of LANDLORD'S rights, privileges, easements and appurtenances in, over and upon adjoining and adjacent public and private land, highways, roads and streets reasonably required for ingress and egress to or from the Premises. The Premises shall include all improvements constructed upon the Premises.

2. The term of the Lease shall commence as set forth in the Lease and shall expire 10 lease years after the commencement date as determined and defined by the provisions of the Lease.

3. TENANT has an option to renew the Lease for 2 terms of 5 years each, on the same terms and conditions as stated in the Lease.

4. This Memorandum of Lease is subject to all of the terms, conditions and understandings set forth in the Lease between LANDLORD and TENANT, which agreement is incorporated herein by reference and made a part hereof, as though copied verbatim herein. In the event of a conflict between the terms and conditions of this Memorandum of Lease and the terms and conditions of the actual Lease, the terms and conditions of the Lease shall prevail.

5. LANDLORD acknowledges that access to the Premises and the visibility of the Premises is critical to the successful operation of TENANT'S business. LANDLORD agrees that during the term of this Lease or any renewal or extension thereof that it will not construct or permit to be constructed any building, parking facility, tower or other structure or improvement, other than as may be required by local governmental authority in the No Build Area.

[Signatures appear on following pages.]

mk

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

LANDLORD:
BRE DDR WOODFIELD VILLAGE, LLC,
a Delaware limited liability company

WITNESS OR ATTEST:

Alma Sims

By: _____

Printed Name: William J. Kern

Title: Senior Vice President of National Accounts

Date: October 16, 2015

STATE OF OHIO

COUNTY OF CUYAHOGA

Before me, the undersigned authority, on this day personally appeared William J. Kern, the Senior Vice President of National Accounts of BRE DDR Woodfield Village, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and official seal this 16th day of October, 2015.

(SEAL)



PAULA JONES
Notary Public, State of Ohio
My Commission Expires
January 20, 2019

Paula Jones
Notary Public in and for the State of Ohio
My commission expires: 1-20-2019

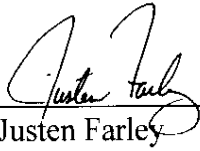
(Signatures continue on next page.)

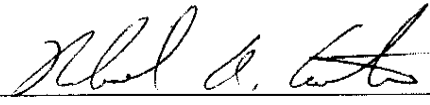
mk

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TENANT:
PIER 1 IMPORTS (U.S.), INC.,
a Delaware corporation

WITNESS:


Justen Farley

By: 
Michael A. Carter
Senior Vice President

September 21, 2015

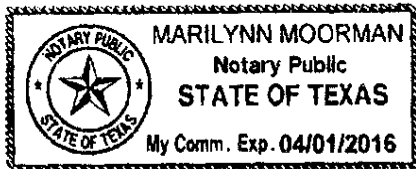
STATE OF TEXAS

COUNTY OF TARRANT

Before me, the undersigned authority, on this day personally appeared Michael A. Carter, Senior Vice President of **Pier 1 Imports (U.S.), Inc.**, a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and official seal this 21st day of September, 2015.

(SEAL)



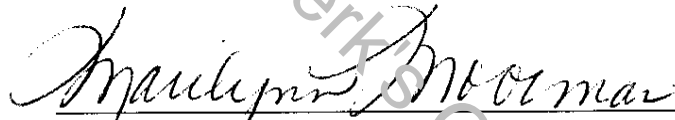

Marilynn Moorman
Notary Public in and for the State of Texas
My commission expires: 4-1-2016

Exhibit A - Shopping Center Legal Description [attached]

Exhibit B - Shopping Center Site Plan [attached]

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EXHIBIT A

SHOPPING CENTER LEGAL DESCRIPTION

PARCEL I:

LOT 1 IN WOODFIELD VILLAGE GREEN RESUBDIVISION NUMBER TWO ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 11, 2002 AS DOCUMENT 0020172761, BEING A RESUBDIVISION OF LOT 1 AND LOT 2 IN WOODFIELD VILLAGE GREEN RESUBDIVISION NUMBER ONE, BEING A RESUBDIVISION OF PART OF LOT 1 IN WOODFIELD VILLAGE GREEN WOODFIELD - 76 SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE FRACTIONAL SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL II (STORM SEWER AND DETENTION POND EASEMENT):

NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL I FOR WATER RETENTION OR DETENTION, OR BOTH, AND DRAINAGE, GRANTED PURSUANT TO THAT CERTAIN POND AGREEMENT MADE AS OF MARCH 23, 1993, BY AND AMONG UNION OIL COMPANY OF CALIFORNIA, ROUTE 58 CORP., AND HOMART COMMUNITY CENTERS, INC., AND RECORDED MAY 7, 1993, AS DOCUMENT NO. 93344618, AND AS AMENDED BY AMENDMENT DATED APRIL 25, 1995 AND RECORDED AUGUST 15, 1995 AS DOCUMENT 95539354 BETWEEN UNION OIL COMPANY OF CALIFORNIA, A CALIFORNIA CORPORATION, DBA UNOCAL AND ROUTE 58 CORP., A DELAWARE CORPORATION AND HOMART COMMUNITY CENTERS, INC., A DELAWARE CORPORATION; ON, OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED LAND AS SHOWN ON "LAND TITLE SURVEY" PREPARED BY MIDWEST TECHNICAL CONSULTANTS, INC. NUMBER 3310100 (THE "SURVEY").

TRACT A (STORM SEWER EASEMENT #1):

THAT PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF MEACHAM ROAD, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 31, 1988, AS DOCUMENT NO. 88501280, AND THE SOUTHERLY RIGHT-OF-WAY LINE OF MCCONNOR PARKWAY, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 27, 1987, AS DOCUMENT NO. 87579086; THENCE SOUTH 85 DEGREES 12 MINUTES 52 SECONDS EAST ALONG SAID SOUTHERLY LINE A DISTANCE OF 127.60 FEET; THENCE CONTINUING SOUTHEASTERLY ALONG SAID SOUTHERLY LINE, BEING THE ARC OF A CURVE, BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1859.86 FEET, HAVING A CHORD BEARING OF SOUTH 74 DEGREES 20 MINUTES 27 SECONDS EAST, A DISTANCE OF 304.67 FEET TO A POINT OF TANGENCY, THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF MCCONNOR PARKWAY SOUTH 69 DEGREES 39 MINUTES 02 SECONDS EAST 206.47 FEET TO A POINT OF CURVATURE; THENCE CONTINUING EASTERLY ALONG SAID SOUTHERLY LINE, BEING THE ARC OF A CURVE, BEING CONCAVE TO THE NORTH, HAVING A RADIUS OF 650.00 FEET, HAVING A CHORD BEARING OF SOUTH 88 DEGREES 34 MINUTES 36 SECONDS EAST, A DISTANCE OF 429.47 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG SAID SOUTHERLY LINE NORTH 72 DEGREES 29 MINUTES 43 SECONDS EAST 33.20 FEET; THENCE SOUTH 0 DEGREES 51 MINUTES 30 SECONDS WEST 288.00 FEET; THENCE SOUTH 7 DEGREES 08 MINUTES 49 SECONDS WEST

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121.40 FEET FOR A PLACE OF BEGINNING; THENCE NORTH 68 DEGREES 43 MINUTES 47 SECONDS EAST 16.19 FEET, THENCE SOUTH 0 DEGREES 51 MINUTES 30 SECONDS WEST 668.05 FEET; THENCE NORTH 87 DEGREES 49 MINUTES 53 SECONDS EAST 595.76 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 16 SECONDS EAST 222.85 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 11 SECONDS EAST 100.01 FEET; THENCE SOUTH 0 DEGREES 23 MINUTES 49 SECONDS EAST 15.00 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 52 SECONDS WEST 322.62 FEET; THENCE SOUTH 87 DEGREES 49 MINUTES 53 SECONDS WEST 611.35 FEET; THENCE NORTH 0 DEGREES 51 MINUTES 30 SECONDS EAST 677.76 FEET TO THE PLACE OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

TRACT B (DETENTION POND EASEMENT):

THAT PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF MEACHAM ROAD, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 31, 1988, AS DOCUMENT NO. 88501280, AND THE SOUTHERLY RIGHT-OF-WAY LINE OF MCCONNOR PARKWAY, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 27, 1987, AS DOCUMENT NO. 87579086; THENCE SOUTH 85 DEGREES 22 MINUTES 52 SECONDS EAST ALONG SAID SOUTHERLY LINE A DISTANCE OF 127.60 FEET; THENCE CONTINUING SOUTHEASTERLY ALONG SAID SOUTHERLY LINE, BEING THE ARC OF A CURVE, BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1859.86 FEET, HAVING A CHORD BEARING OF SOUTH 74 DEGREES 20 MINUTES 27 SECONDS EAST, A DISTANCE OF 304.67 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF MCCONNOR PARKWAY SOUTH 69 DEGREES 39 MINUTES 02 SECONDS EAST 206.47 FEET TO A POINT OF CURVATURE; THENCE CONTINUING EASTERLY ALONG SAID SOUTHERLY LINE, BEING THE ARC OF A CURVE, BEING CONCAVE TO THE NORTH, HAVING A RADIUS OF 650.00 FEET, HAVING A CHORD BEARING OF SOUTH 88 DEGREES 34 MINUTES 36 SECONDS EAST, A DISTANCE OF 429.47 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG SAID SOUTHERLY LINE NORTH 72 DEGREES 29 MINUTES 43 SECONDS EAST A DISTANCE OF 33.20 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID SOUTHERLY LINE NORTH 72 DEGREES 29 MINUTES 43 SECONDS EAST 166.80 FEET TO A POINT OF CURVATURE; THENCE CONTINUING EASTERLY ALONG SAID SOUTHERLY LINE, BEING THE ARC OF A CURVE, BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1000.00 FEET, HAVING A CHORD BEARING OF NORTH 76 DEGREES 06 MINUTES 10 SECONDS EAST, A DISTANCE OF 125.93 FEET; THENCE SOUTH 0 DEGREES 51 MINUTES 30 SECONDS WEST 374.00 FEET; THENCE SOUTH 68 DEGREES 43 MINUTES 47 SECONDS WEST 316.62 FEET; THENCE NORTH 7 DEGREES 08 MINUTES 49 SECONDS EAST 121.40 FEET; THENCE NORTH 0 DEGREES 51 MINUTES 30 SECONDS EAST 288.00 FEET TO THE PLACE OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

TRACT C (STORM SEWER EASEMENT #2)

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 3 IN CENTURY CENTRE SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 14, 1984, AS DOCUMENT NO. 27336946; THENCE SOUTH 87 DEGREES 49 MINUTES 53 SECONDS WEST ALONG THE NORTH LINE OF GOLF ROAD A DISTANCE OF 2.50 FEET FOR A PLACE OF BEGINNING; THENCE SOUTH 87 DEGREES 49 MINUTES 53 SECONDS WEST ALONG THE NORTH LINE OF GOLF ROAD A DISTANCE OF 15.01 FEET; THENCE NORTH 0 DEGREES 23 MINUTES 49 SECONDS WEST 15.35 FEET; THENCE NORTH 31 DEGREES 23 MINUTES 18 SECONDS WEST 63.12 FEET; THENCE NORTH 0 DEGREES 23 MINUTES 49 SECONDS WEST 29.13 FEET; THENCE SOUTH 31 DEGREES

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23 MINUTES 18 SECONDS EAST 92.25 FEET, THENCE SOUTH 0 DEGREES 23 MINUTES 49 SECONDS EAST A DISTANCE OF 19.04 FEET TO THE PLACE OF BEGINNING; SAID PARCEL OF LAND HEREIN DESCRIBED CONTAINS 0.033 ACRE, MORE OR LESS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL III (ACCESS EASEMENT PARCEL A):

NON-EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL I FOR MOTOR VEHICLE AND PEDESTRIAN INGRESS AND EGRESS, GRANTED PURSUANT TO THAT CERTAIN EASEMENT AGREEMENT MADE AS OF MARCH 23, 1993, BY AND AMONG UNION OIL COMPANY OF CALIFORNIA, ROUTE 58 CORP., AND HOMART COMMUNITY CENTERS, INC., AND RECORDED MAY 10, 1993, AS DOCUMENT NO. 93350373; OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE NORTH 0 DEGREES 21 MINUTES 42 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12 A DISTANCE OF 230.32 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 50 SECONDS EAST 70.00 FEET TO A POINT IN THE EAST LINE OF MEACHAM ROAD ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 91629978, AND ACCORDING TO A WARRANTY DEED RECORDED APRIL 27, 1990, AS DOCUMENT NO. 90193025; THENCE SOUTH 89 DEGREES 37 MINUTES 50 SECONDS EAST ALONG SAID MEACHAM ROAD RIGHT-OF-WAY LINE A DISTANCE OF 30.00 FEET TO A BEND POINT IN SAID RIGHT-OF-WAY LINE; THENCE NORTH 0 DEGREES 21 MINUTES 42 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 775.93 FEET TO A BEND POINT; THENCE NORTH 1 DEGREE 03 MINUTES 22 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 328.45 FEET TO A BEND POINT, SAID POINT BEING THE NORTH LINE OF PARCEL 0022B ACCORDING TO SAID DOCUMENT NO. 91629948; THENCE NORTH 0 DEGREES 28 MINUTES 35 SECONDS EAST ALONG THE EAST RIGHT-OF-WAY LINE OF SAID MEACHAM ROAD, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 31, 1988, AS DOCUMENT NO. 885012800 A DISTANCE OF 724.31 FEET TO A BEND POINT; THENCE NORTH 0 DEGREES 40 MINUTES 03 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 75.69 FEET TO A POINT OF INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE OF MEACHAM ROAD AND THE SOUTHERLY RIGHT-OF-WAY LINE OF MCCONNOR PARKWAY, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 27, 1987, AS DOCUMENT NO. 87579086; THENCE SOUTH 85 DEGREES 12 MINUTES 52 SECONDS EAST ALONG SAID SOUTHERLY LINE A DISTANCE OF 127.60 FEET; THENCE CONTINUING SOUTHEASTERLY ALONG SAID SOUTHERLY LINE, BEING THE ARC OF A CURVE, BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1859.86 FEET, HAVING A CHORD BEARING OF SOUTH 74 DEGREES 20 MINUTES 27 SECONDS EAST, A DISTANCE OF 304.67 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF MCCONNOR PARKWAY SOUTH 69 DEGREES 39 MINUTES 02 SECONDS EAST 206.47 FEET TO A POINT OF CURVATURE; THENCE CONTINUING EASTERLY ALONG SAID SOUTHERLY LINE, BEING THE ARC OF A CURVE, BEING CONCAVE TO THE NORTH, HAVING A RADIUS OF 650.00 FEET, HAVING A CHORD BEARING OF SOUTH 38 DEGREES 34 MINUTES 36 SECONDS EAST, A DISTANCE OF 429.47 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF MCCONNOR PARKWAY NORTH 72 DEGREES 29 MINUTES 43 SECONDS EAST 33.20 FEET; THENCE DEPARTING FROM SAID SOUTHERLY LINE SOUTH 0 DEGREES 51 MINUTES 30 SECONDS WEST 288.00 FEET; THENCE SOUTH 7 DEGREES 08 MINUTES 49 SECONDS WEST 121.40 FEET; THENCE SOUTH 0 DEGREES 51 MINUTES 30 SECONDS WEST 677.76 FEET; THENCE NORTH 87 DEGREES 49 MINUTES 53 SECONDS EAST 360.76 FEET FOR A PLACE OF BEGINNING; THENCE NORTH 34 DEGREES 42 MINUTES 05 SECONDS EAST 75.00 FEET, THENCE NORTH 87 DEGREES 49 MINUTES 53 SECONDS EAST 206.50 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 16

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SECONDS EAST 223.54 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 11 SECONDS EAST 100.02 FEET; THENCE SOUTH 0 DEGREES 23 MINUTES 49 SECONDS EAST 60.00 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 11 SECONDS WEST 100.00 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 16 SECONDS WEST 222.62 FEET; THENCE SOUTH 87 DEGREES 49 MINUTES 53 SECONDS WEST 250.59 FEET TO THE PLACE OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS, AS SHOWN ON THE SURVEY.

PARCEL IV (IDOT STORM DRAINAGE EASEMENT):

NON-EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL I TO DISCHARGE STORM DRAINAGE INTO THE MAIN DRAIN LOCATED ALONG GOLF ROAD BY MEANS OF AN EXISTING 66" STUB LOCATED ON PARCEL I APPROXIMATELY 60' NORTH OF A MANHOLE TO SAID MAIN DRAIN, AND BY MEANS OF AN EXISTING 54" STUB LOCATED IN GOLF ROAD APPROXIMATELY 15' NORTH OF A MANHOLE TO SAID MAIN DRAIN, GRANTED PURSUANT TO THAT CERTAIN AGREEMENT FOR CONVEYANCES OF HIGHWAY PARCELS AND CONSTRUCTION OF PRIVATE BENEFITS MADE AS OF OCTOBER 15, 1968 BY AND AMONG THE STATE OF ILLINOIS FOR ITS DEPARTMENT OF PUBLIC WORKS AND BUILDINGS AND UNION OIL COMPANY OF CALIFORNIA AND ROUTE 58 CORP., AS EVIDENCED BY AFFIDAVIT REGARDING GRANT OF EASEMENT DATED MARCH 22, 1993, AND RECORDED MAY 10, 1993, AS DOCUMENT NO. 93350377; WHICH STUB AND MAIN DRAIN ARE MORE PARTICULARLY DESCRIBED AND DEPICTED THEREIN AND ON THE SURVEY.

PARCEL V (RECIPROCAL EASEMENT AGREEMENT):

NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL I FOR USE OF PARKING AREAS, SIDEWALKS, WALKWAYS, ROADWAYS AND UTILITIES AS GRANTED AND DEFINED IN THAT CERTAIN RECIPROCAL EASEMENT AGREEMENT BETWEEN HOMART DEVELOPMENT CO. AND CALIFORNIA PIZZA KITCHEN, INC. DATED AS OF DECEMBER 28, 1993 AND RECORDED DECEMBER 28, 1993 AS DOCUMENT NO. 03070271; OVER, UPON, UNDER AND ACROSS THE FOLLOWING DESCRIBED LAND:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 87 DEGREES 49 MINUTES 53 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 680.33 FEET; THENCE NORTH 0 DEGREES 51 MINUTES 30 SECONDS EAST 51.28 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 0 DEGREES 51 MINUTES 30 SECONDS EAST 80.00 FEET; THENCE SOUTH 89 DEGREES 08 MINUTES 30 SECONDS EAST 20.70 FEET; THENCE NORTH 0 DEGREES 51 MINUTES 30 SECONDS EAST 6.00 FEET; THENCE SOUTH 89 DEGREES 08 MINUTES 30 SECONDS EAST 35.00 FEET; THENCE SOUTH 0 DEGREES 51 MINUTES 30 SECONDS WEST 8.00 FEET; THENCE SOUTH 89 DEGREES 08 MINUTES 30 SECONDS EAST 5.50 FEET; THENCE NORTH 0 DEGREES 51 MINUTES 30 SECONDS EAST 4.00 FEET; THENCE SOUTH 89 DEGREES 08 MINUTES 30 SECONDS EAST 16.00 FEET; THENCE SOUTH 0 DEGREES 51 MINUTES 30 SECONDS WEST 4.00 FEET; THENCE SOUTH 89 DEGREES 08 MINUTES 30 SECONDS EAST 4.00 FEET; THENCE SOUTH 0 DEGREES 51 MINUTES 30 SECONDS WEST 4.00 FEET; THENCE SOUTH 89 DEGREES 08 MINUTES 30 SECONDS EAST 4.00 FEET; THENCE SOUTH 0 DEGREES 51 MINUTES 30 SECONDS WEST 16.00 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 30 SECONDS WEST 4.00 FEET; THENCE SOUTH 0 DEGREES 51 MINUTES 30 SECONDS WEST 9.00 FEET; THENCE SOUTH 89 DEGREES 08 MINUTES 30 SECONDS EAST 4.00 FEET; THENCE SOUTH 0 DEGREES 51 MINUTES 30 SECONDS WEST 4.00 FEET; THENCE SOUTH 89 DEGREES 08 MINUTES 30 SECONDS EAST 7.50 FEET; THENCE SOUTH 0 DEGREES 51 MINUTES 30 SECONDS WEST 10.00 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 30 SECONDS WEST 7.50 FEET; THENCE SOUTH 0 DEGREES 51 MINUTES 30 SECONDS WEST 4.00 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 30 SECONDS WEST 4.00 FEET; THENCE SOUTH 0 DEGREES 51 MINUTES 30 SECONDS EAST 4.00 FEET; THENCE SOUTH 0 DEGREES 51 MINUTES 30 SECONDS WEST 16.00 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 30 SECONDS WEST 4.00 FEET; THENCE SOUTH 0 DEGREES 51 MINUTES 30 SECONDS WEST 4.00 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 30

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SECONDS WEST 4.00 FEET; THENCE SOUTH 0 DEGREES 51 MINUTES 30 SECONDS WEST 4.00 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 30 SECONDS WEST 16.00 FEET; THENCE NORTH 0 DEGREES 51 MINUTES 30 SECONDS EAST 4.00 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 30 SECONDS WEST 9.00 FEET; THENCE SOUTH 0 DEGREES 51 MINUTES 30 SECONDS WEST 2.00 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 30 SECONDS WEST 52.20 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, AS SHOWN ON THE SURVEY.

PARCEL VI:

NON EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL I FOR THE USE OF PARKING AREAS, WALKWAYS, DRAINAGE, UTILITIES AND ENCROACHMENTS, AS GRANTED AND DESCRIBED IN OPERATION AND RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN COMMUNITY CENTERS ONE L.L.C., ROCK SOLID L.L.C. AND COSTCO WHOLESALE CORPORATION RECORDED JUNE 16, 1998 AS DOCUMENT 98521687, AS AMENDED BY FIRST AMENDMENT TO OPERATION AND RECIPROCAL EASEMENT AGREEMENT DATED OCTOBER 6, 2000 AS DOCUMENT 00786753 AND SECOND AMENDMENT TO OPERATION AND RECIPROCAL EASEMENT AGREEMENT RECORDED FEBRUARY 11, 2002 AS DOCUMENT 0020172988 OVER, UPON, UNDER AND ACROSS THE FOLLOWING DESCRIBED LAND:

LOT 2 AND LOT 3 SHOWN ON PLAT OF WOODFIELD GREEN RESUBDIVISION NUMBER ONE RECORDED MAY 26, 1998 AS DOCUMENT 98434509.

PARCEL VII:

NON EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL I FOR THE USE OF PARKING AREAS, DRIVEWAYS, WALKWAYS AND UTILITIES, AS GRANTED AND DESCRIBED IN RECIPROCAL EASEMENT AGREEMENT DATED OCTOBER 9, 1997 BETWEEN COMMUNITY CENTERS ONE L.L.C. AND COMMUNITY CENTERS THREE L.L.C. RECORDED ON OCTOBER 14, 1997 AS DOCUMENT 97762700 OVER, UPON, UNDER AND ACROSS THE FOLLOWING DESCRIBED LAND:

LOT 2 ON PLAT OF WOODFIELD GREEN RE-SUBDIVISION NUMBER TWO RECORDED FEBRUARY 11, 2002 AS DOCUMENT 0020172761.

TOGETHER WITH THOSE CERTAIN EASEMENTS, BENEFITS AND RIGHTS, ESTABLISHED IN THE EASEMENT AGREEMENT RECORDED AS DOCUMENT 27155654, AS AMENDED IN THAT CERTAIN AMENDMENT RECORDED AS DOCUMENT 27312705 AND DOCUMENT 00016645 IN THE OFFICIAL RECORDS OF COOK COUNTY, ILLINOIS.