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AGREEMENT

This Agreement (the "Agreement") is made this 17 day of October by and between Lincoln-Sanders, Ltd., an Illinois limited partnership ("Lincoln") and Tri-State Willow Development, Ltd. ("Tri-State").

RECITALS:

A. Tri-State is the holder of record title to that certain real property located along Sanders Road in unincorporated Cook County, commonly known as 2215 Sanders Road, which property is more particularly described on Exhibit A attached hereto and made part hereof (the "Tri-State Property").

B. Lincoln is the holder of record title to that certain real property which is located along Sanders Road in unincorporated Cook County, commonly known as 2100 Sanders Road, which property is more particularly described on Exhibit B attached hereto and made part hereof (the "Lincoln Property").

C. In connection with the development of the Lincoln Property, Lincoln wishes to secure a sanitary sewer easement for the benefit of the Northfield Woods Sanitary District ("Northfield") upon, along and under certain portions of the Tri-State Property to permit the construction, installation and maintenance of certain sanitary sewer pipes and connections along and under said portions of the Tri-State Property, which pipes and connections are intended to serve the requirements of Northfield and the Lincoln Property (the "Sewer Facilities").

D. Subject to the terms and conditions contained herein, Tri-State wishes to grant the aforesaid easement to Northfield.

E. The Parties hereto acknowledge that the construction and installation of the Sewer Facilities will be undertaken by Lincoln or by its authorized agents.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and of other good and valuable consideration, receipt of which is hereby acknowledged by the parties, it is agreed as follows:

1. Grant of Easement. Concurrent herewith, Tri-State shall execute and deliver the "Pipe, Conduit and Sewer Easement on Private Property" (hereinafter referred to as the "Sewer Easement") in the form attached hereto and made part hereof as Exhibit C. Notwithstanding anything herein to the contrary, in addition to any rights and privileges authorized by the Sewer Easement, effective upon execution of this Agreement, Lincoln,

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Northfield and their authorized agents shall have the right and license to enter upon the Tri-State Property for the purpose of inspection, measurement and any other necessary or appropriate pre-construction on-site activities related to the construction and installation of the Sewer Facilities; provided, however, that such activities shall not unreasonably interfere with Tri-State's use and enjoyment of the Tri-State Property.

2. Construction of the Improvements. It is understood and agreed by the parties that Tri-State shall have no responsibility for any costs incurred in connection with the construction or installation of the Sewer Facilities. The plans for construction of the Sewer Facilities shall be subject to the review and approval of Tri-State or Tri-State's consulting engineer, which approval shall not be unreasonably withheld. Said review and approval shall be completed within ten (10) business days after submission of the aforesaid plans to Tri-State or its consulting engineer.

The Sewer Facilities shall be constructed in accordance with the approved plans and applicable laws, codes, ordinances and requirements of all governmental entities having jurisdiction thereover including, without limitation, Northfield. In the event of any conflict between said codes, ordinances or requirements of said governmental entities having jurisdiction (including Northfield) and any conditions to or requirements of Tri-State's approval, as hereinabove described, said codes, ordinances and requirements of the aforesaid governmental entities (including Northfield) shall govern.

Lincoln or its authorized agent shall notify Tri-State upon the completion of the construction and installation of the Sewer Facilities and the restoration of the Tri-State Property as required by Section 3 of the Agreement. Tri-State shall, within ten (10) business days after receipt of said notice, notify Lincoln or its authorized agent of any failure to construct or install said Sewer Facilities in substantial accordance with the approved plans for construction or of any failure to restore the Tri-State Property as required by Section 3 of this Agreement. Lincoln shall diligently proceed to repair or correct any such failure within fifteen (15) days after receipt of said notice from Tri-State. Other than any rights provided to Tri-State pursuant to Section 4 of this Agreement, failure by Tri-State to give said notice within the time specified shall be deemed to be Tri-State's acceptance and approval of the construction and installation of the Sewer Facilities and of the restoration of the Tri-State Property as required by Section 3 of this Agreement.

3. Restoration of the Property. Lincoln shall be responsible, at no cost or expense to Tri-State, to restore (or cause the restoration of) the Tri-State Property to the condition

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existing prior to construction of the Sewer Facilities. Said restoration shall include, but shall not be limited to:

- a. replacement of landscaping, including, but not limited to, all grass, trees, flowers and shrubs disturbed, with new plantings of like kinds, size and maturity.
- b. removal, protection and replacement of any and all improvements, obstructions, and utility lines, including but not limited to signs, lighting, fire protection lines, electric, gas, plumbing and phone lines, curbs and paving if, and only if, said obstructions are disturbed or exposed to any construction damage.

Said restoration shall be completed within thirty (30) days after Northfield has formally accepted the construction of the Sewer Facilities.

4. Warranty. Lincoln shall give Tri-State a warranty for one year against all defects in workmanship or materials in connection with the construction upon and restoration of the Tri-State Property. Lincoln shall have no obligation to Tri-State under this Section 4 for any claim hereunder which is not made within one (1) year after completion of construction and restoration.

5. Tri-State Access and Use. The construction of the Sewer Facilities shall not cause any entrance roadways to the Tri-State Property to become blocked or to be made otherwise impassable nor shall such construction unreasonably interfere with Tri-State's use and enjoyment of the Tri-State Property.

6. Remedies. In the event Lincoln does not perform any of its obligations hereunder, after any cure period provided herein has expired, Tri-State shall have the right to perform such obligations and Lincoln shall pay Tri-State on demand the costs and expenses of such performance plus interest thereon at the rate announced from time to time by the First National Bank of Chicago as its corporate base rate plus 4%. Lincoln shall also pay all reasonable attorneys' fees of Tri-State in enforcing Lincoln's obligations hereunder.

7. Indemnity. Lincoln shall indemnify and hold Tri-State harmless from all losses, damages, liabilities, claims, and expenses, including attorneys' fees, incurred by Tri-State and arising out of the construction and installation of the Sewer Facilities. In no event shall Lincoln permit any liens to be attached or filed against the Tri-State Property as a result of any work which Lincoln is obligated or permitted to do hereunder.

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8. Tap-ins and Recapture. Tri-State and Lincoln expressly acknowledge that Northfield has exclusive jurisdiction over future tap-ins to the Sewer Facilities and recapture of fees in connection therewith, and Northfield has sole power to grant the same.

9. Traffic Signals. Lincoln and Tri-State shall share the costs of the construction and maintenance of the traffic signal light to be located proximate to the main entrances to the Lincoln Property and the Tri-State Property. Said cost sharing and related obligations shall be undertaken in accordance with that certain Traffic Signal Construction and Maintenance Agreement which is attached hereto and made part hereof as Exhibit D. The Parties hereto shall execute and shall cause the execution of said agreement concurrently herewith.

10. Tenants.

(a) Lincoln hereby agrees not to enter into a lease for any portion of the Lincoln Property to any of the parties listed on Exhibit E or any successor to any such party (the "Tri-State Tenants") for a period commencing on the date hereof and ending on the fourth anniversary of the date hereof. Tri-State hereby represents and warrants that the Tri-State Tenants currently lease space at the Tri-State Property. Lincoln further agrees not to permit a sublease to any of the Tri-State Tenants by any sublessor which sublessor is (1) an affiliate or division of Lincoln, (2) a sublessor under a master lease of the Lincoln Property, or (3) is a sublessor created by Lincoln for the purpose of avoiding this Section 10(a) ("Prohibited Sublease").

(b) In the event Lincoln enters into a lease with any of the Tri-State Tenants or permits the execution of a Prohibited Sublease within the aforementioned four-year period, Tri-State shall be entitled to collect damages from Lincoln based on the most recent executed lease for the rental of comparable space upon the Tri-State Property. Said damages shall be calculated for the period beginning on the date such lease commences and ending on the fourth anniversary date hereof. There shall be credited against any damages due hereunder any rent received by Tri-State prior to such fourth anniversary date from the releasing of the space occupied by the Tri-State Tenants with whom Lincoln has entered into a lease or for whom Lincoln has permitted a Prohibited Sublease, subject to the understanding that Tri-State may lease any other available space in the Tri-State Property first.

(c) The foregoing provisions shall not apply if Lincoln enters into a lease for the Lincoln Property or permits a Prohibited Sublease with a separate division or affiliate of any of the Tri-State Tenants, provided such division or affiliate was not created for the purpose of avoiding this Section 10. In addition, the foregoing provisions shall not apply to any of the

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Tri-State Tenants if Lincoln delivers to Tri-State said tenant's written statement that its requirements for a Lease (based solely upon either space requirements or duration of lease term required) cannot be fulfilled at the Tri-State Property.

11. General Provisions

a. Applicable Law. This Agreement shall be construed and enforceable in accordance with the laws of the State of Illinois and, where applicable, the rules, regulations and ordinances of Northfield.

b. Severability. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions contained herein are determined to be invalid or contrary to any existing law, the invalidity of said provision or provisions shall not affect the operation or effect of those portions of this Agreement which are valid and binding.

c. Benefit. This Agreement shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns, who shall be bound by all of the terms and conditions of this Agreement. For purposes of the enforcement of this Agreement, the parties benefitted by the terms and provisions hereof shall be deemed to specifically include Northfield.

d. Headings. The headings, captions, numbering system, etc. contained herein are inserted only as a matter of convenience and may under no circumstances be considered in interpreting provisions of this Agreement.

e. Entire Agreement. This Agreement and all exhibits attached hereto and made part hereof constitute the entire agreement between the parties hereto and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings or understandings either oral or written between them concerning the Property other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this agreement shall be binding upon the parties hereto unless in writing and unless signed by all parties hereto.

f. Counterparts. This Agreement may be executed in any number of identical counterparts, each of which shall, for all purposes, be deemed to be an original.

g. Notice. Any notice, demand, election or other communication required hereunder shall be delivered as follows:

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If to Lincoln: Lincoln Property Company
c/o Michael McCarthy
33 West Monroe
Suite 2620
Chicago, Illinois 60603

If to Tri-State: LaSalle Partners Incorporated
c/o Linda Johnson
11 South LaSalle Street
Chicago, Illinois 60603

h. Further Assurances. The parties hereby each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

i. Representations. To induce the parties, and each of them, to execute, deliver and perform this Agreement and without regard to any independent investigation by any of the parties, the parties and each of them represent that each has the full capacity, right, power and authority to execute, deliver and perform this Agreement and that all required actions and approvals necessary to execute, perform and deliver this Agreement have been duly taken and obtained.

j. Attorney's Fees. If any litigation is instituted between the parties hereto with respect to this Agreement, the losing party thereto shall pay the prevailing party all of its court costs and reasonable attorneys' fees.

k. Late Payments. Any payments due hereunder which are not paid when due shall bear interest at the rate announced from time to time by the First National Bank of Chicago as its corporate base rate plus 4%, which interest shall be due and payable upon demand.

l. Limitation of Liability. The liability of Lincoln and Tri-State hereunder shall be limited, respectively, to the Lincoln Property and the Tri-State Property.

m. Mortgage Subordination. Tri-State shall make reasonable and diligent efforts to cause any mortgage or other lien of record to be subordinated to the Sewer Easement and to cause the holders of any such mortgages or liens to execute the form of consent and subordination portion of Exhibit C attached hereto.

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IN WITNESS WHEREOF, this Agreement has been executed under hand and seal as of the day and year first above written.

LINCOLN-SANDERS, LTD.,
an Illinois Limited Partnership

By: *Donald J. Heston*
General Partner

TRI-STATE WILLOW DEVELOPMENT, LTD.,
an Illinois limited partnership

By: Equity Associates, Incorporated

By: *William W. Heston*
Its: *Donald J. Heston*

Attest: *[Signature]*

Property of Cook County Clerk's Office

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Exhibit A

Legal Description of
Tri-State Property

Property of Cook County Clerk's Office

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ILLINOIS
TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON
THE CENTER LINE OF SANDERS ROAD WHICH IS THE POINT OF INTERSECTION OF
SAID CENTER LINE OF SANDERS ROAD AND A LINE 192.72 FEET NORTH OF AND
PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5, THENCE WESTLY ON
SAID LINE 192.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID
LOTS 4 AND 5, TO THE WEST LINE OF SAID LOT 5, THENCE NORTHEASTLY ALONG
SAID WEST LINE OF LOT 5, A DISTANCE OF 168.66 FEET TO A POINT OF
INTERSECTION WITH A LINE 361.40 FEET NORTH OF AND PARALLEL TO THE
SOUTH LINE OF SAID LOT 5, THENCE EASTERLY ALONG SAID LINE 361.40 FEET
NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF
124.04 FEET TO A POINT OF BEGINNING SAID POINT BEING ON A LINE 29.96
FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 5, THENCE
SOUTHWESTLY ALONG SAID LINE 29.96 FEET WEST OF AND PARALLEL TO THE EAST
LINE OF SAID LOT 5, A DISTANCE OF 148.66 FEET TO A POINT OF
INTERSECTION WITH A LINE 212.72 FEET NORTH OF AND PARALLEL TO THE
SOUTH LINE OF SAID LOT 5, THENCE EASTERLY ALONG A LINE 212.72 FEET
NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5, TO THE
CENTER LINE OF SANDERS ROAD, A DISTANCE OF 149.96 FEET NORTH OF AND
PARALLEL TO THE SOUTH LINE OF LOTS 4 AND 5 APPROXIMATELY, THENCE WESTERLY ALONG
SAID LINE 192.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID
LOTS 4 AND 5, 267.29 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY.

PARCEL 3

ILLINOIS
TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON
THE CENTER LINE OF SANDERS ROAD WHICH IS THE POINT OF INTERSECTION OF
SAID CENTER LINE OF SANDERS ROAD AND A LINE 192.72 FEET NORTH OF AND
PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5, THENCE WESTLY ON
SAID LINE 192.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID
LOTS 4 AND 5, TO THE WEST LINE OF SAID LOT 5, THENCE NORTHEASTLY ALONG
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PARALLEL TO THE SOUTH LINE OF LOTS 4 AND 5 APPROXIMATELY, THENCE WESTERLY ON
SAID LINE 192.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID
LOTS 4 AND 5, 267.29 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY.

PARCEL 2

ILLINOIS
TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON
THE CENTER LINE OF SANDERS ROAD WHICH IS THE POINT OF INTERSECTION OF
SAID CENTER LINE OF SANDERS ROAD AND A LINE 192.72 FEET NORTH OF AND
PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5, THENCE WESTLY ON
SAID LINE 192.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID
LOTS 4 AND 5, TO THE WEST LINE OF SAID LOT 5, THENCE NORTHEASTLY ALONG
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SOUTHWESTLY ALONG SAID LINE 29.96 FEET WEST OF AND PARALLEL TO THE EAST
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INTERSECTION WITH A LINE 212.72 FEET NORTH OF AND PARALLEL TO THE
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CENTER LINE OF SANDERS ROAD, A DISTANCE OF 149.96 FEET NORTH OF AND
PARALLEL TO THE SOUTH LINE OF LOTS 4 AND 5 APPROXIMATELY, THENCE WESTERLY ON
SAID LINE 192.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID
LOTS 4 AND 5, 267.29 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY.

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County Clerk's Office

PIPE, CONDUIT AND SEWER EASEMENT ON PRIVATE PROPERTY

KNOW ALL MEN BY THESE PRESENTS:

THAT THE GRANTOR, TRI-STATE WILLOW DEVELOPMENT, LTD., an Illinois limited partnership,
~~XX~~
~~XX~~
 being the owner of the property hereinafter described, in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, hereby grants to NORTHFIELD WOODS SANITARY DISTRICT, a municipal corporation, organized and existing under the laws of the State of Illinois, its successors and assigns, the right, permission and authority to construct, maintain, relocate and renew equipment consisting of pipes, conduits, sewers, pump stations, force mains, generator and other necessary appurtenances thereto, upon, along and under certain real property, hereinafter more fully described as Parcel A, and also to lay, maintain and renew equipment consisting of mains, fixtures and other necessary appurtenances thereto, upon, along and under said real property, and also to trim from time to time such trees, bushes and saplings as may be reasonably required incident to the grant herein given. The Grantee by accepting this easement agrees to be responsible to restore the property to its original condition prior to any entry thereon. Parcel A consists of a tract of land located in Cook County, Illinois, having the legal description set forth on attached Exhibit A, and is part of the property commonly known as 2215 Sanders Road,
 Cook County, Illinois, and depicted graphically on Exhibit B attached hereto and made part hereof.

MILLER, FORSEY,
 DOWNING AND
 HUBBACH, LTD.
 ATTORNEYS AT LAW
 605 WASHINGTON ROAD
 SLEEVES, ILLINOIS 60088
 (312) 769-3300

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the general partner of

IN WITNESS WHEREOF, said Grantor, pursuant to authority given by its Board of Directors, has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Sr. Vice President, and attested to by its _____ Secretary, this ____ day of _____, 1986.

Tri-State Willow Development, Ltd.

By: Equity Associates Incorporated

By: W. L. ... Sr. Vice President

ATTEST:

Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify, that WADE W JUDGE personally known to me to be the President of EQUITY ASSOCIATES Inc., a _____ corporation, and _____ personally known to me to be the _____ Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as Sr. Vice President and _____ Secretary, they signed and delivered the said instrument as Sr. Vice President and _____ Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 14th day of October, 1986.

Thildred Romananta
Notary Public

My Commission expires: _____

MY COMMISSION EXPIRES JULY 18, 1989

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AMOC

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MILLER, FOREST,
DOWNING AND
HUSLACH, L.T.S.
ATTORNEYS AT LAW
800 BALDWIN ROAD
GLENVIEW, ILLINOIS 60025
(312) 760-3200

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Exhibit A

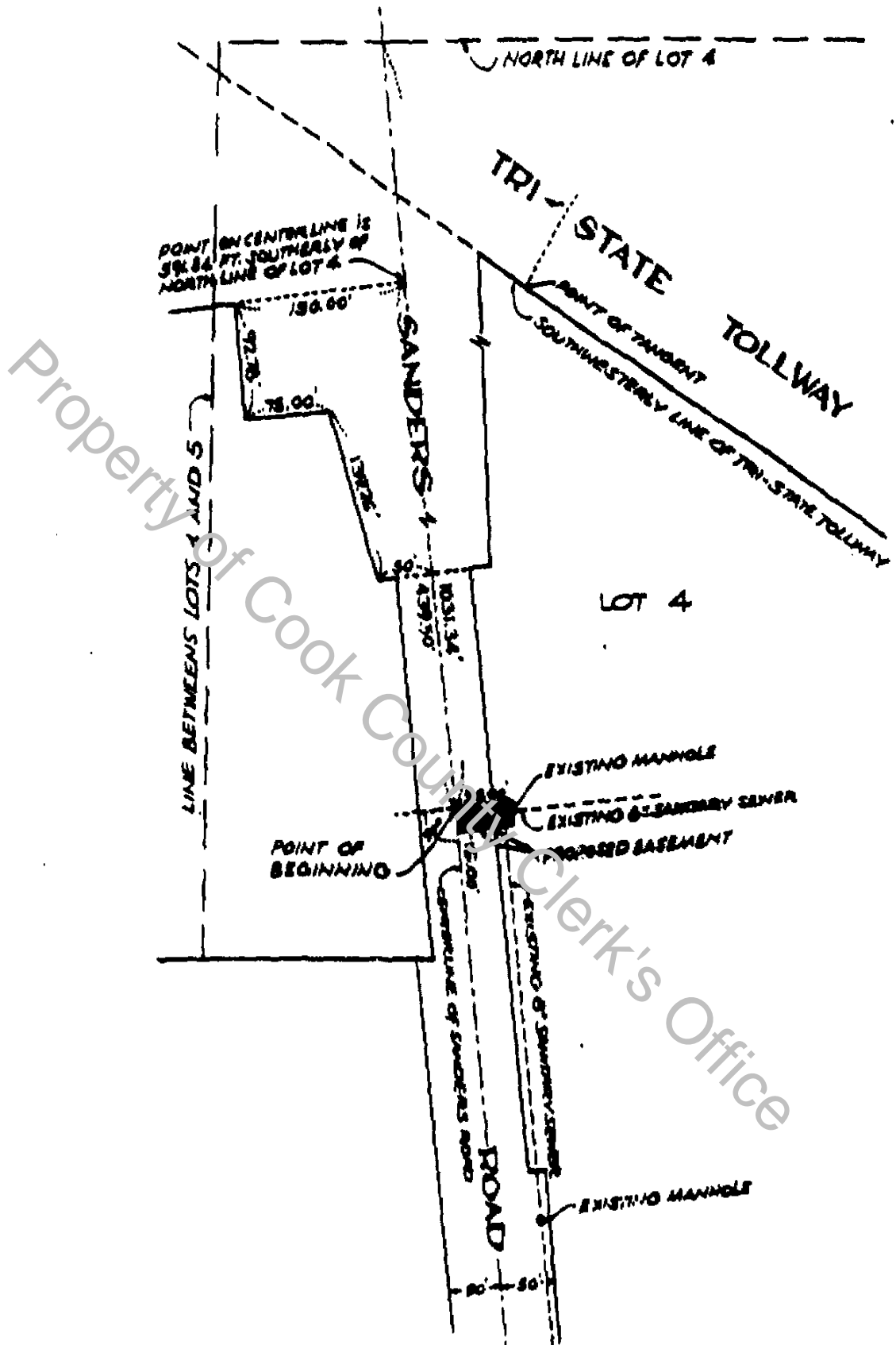
Legal Description of
Tri-State Property

Property of Cook County Clerk's Office

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EXHIBIT 349



CAGO GUARANTEE SURVEY COMPANY 105 W. Madison St., Chicago, Illinois 60602 (312) 726-6880
 ORDER No. 8603012-81 DATE JULY 17th, 1988
 ORDERED BY LINCOLN PROPERTY COMPANY

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A STRIP OF LAND, 15.00 FEET WIDE, IN LOT 4 OF COUNTY CLERK'S DIVISION OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID STRIP OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF SANDERS ROAD, SAID POINT BEING 1031.34 FEET, AS MEASURED ALONG SAID CENTERLINE, SOUTHEASTERLY OF THE INTERSECTION OF SAID CENTERLINE WITH THE NORTH LINE OF LOT 4 IN SAID COUNTY CLERK'S DIVISION, AND RUNNING

THENCE NORTHEASTWARDLY ALONG A LINE PERPENDICULAR TO SAID CENTERLINE OF SANDERS ROAD A DISTANCE OF 50.00 FEET;

THENCE SOUTHEASTWARDLY ALONG A LINE PARALLEL WITH SAID CENTERLINE OF SANDERS ROAD A DISTANCE OF 15.00 FEET;

THENCE SOUTHWESTWARDLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 50.00 FEET;

THENCE NORTHWESTWARDLY ALONG SAID CENTERLINE OF SANDERS ROAD A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 750 SQUARE FEET OF LAND, MORE OR LESS.

ORDER NO. 8603012-E1
ORDERED BY: LINCOLN PROPERTY COMPANY

JULY 17, 1986
PAGE 1 OF 1

CHICAGO GUARANTEE SURVEY COMPANY, 105 W. MADISON ST., SUITE 604
CHICAGO, ILLINOIS 60602 726-5880

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CONSENT AND SUBORDINATION BY MORTGAGEE

The undersigned, _____, as Mortgagee under that certain Mortgage, Assignment of Leases and Rents and Security Agreement, dated _____ (the "Mortgage") and recorded in the Recorder's Office of Cook County, Illinois, as Document Number _____, does hereby consent to the within and foregoing Agreement and to the "Pipe Conduit and Sewer Easement on Private Property" made by Tri-State Willow Development, Ltd. and subordinates the lien of the Mortgage to said instruments and the rights and obligations attendant thereto.

IN WITNESS WHEREOF, _____, has caused this Consent to be signed by its _____ and attested by its _____, and its corporate seal to be hereto affixed, this _____ day of _____, 1986.

By _____

ATTEST:

88261349

Exhibit D

Traffic Signal and
Maintenance Agreement

Property of Cook County Clerk's Office

TRAFFIC SIGNAL CONSTRUCTION AND MAINTENANCE AGREEMENT

THIS AGREEMENT (the "Traffic Signal Agreement") is made this 17 day of OCTOBER by and between Lincoln-Sanders, Ltd., an Illinois limited partnership ("Lincoln") and Tri-State Willow Development, Ltd., an Illinois limited partnership ("Tri-State").

RECITALS

A. Tri-State is the holder of record title to that certain real property which is located along Sanders Road in unincorporated Cook County, commonly known as 2215 Sanders Road, which property is more particularly described on Exhibit A attached hereto and made part hereof ("the Tri-State Property").

B. Lincoln is the holder of record title to that certain real property which is located along Sanders Road in unincorporated Cook County, commonly known as 2100 Sanders Road, which property is more particularly described on Exhibit B attached hereto and made part hereof (the "Lincoln Property").

C. Tri-State has entered into or intends to enter into an agreement with the County of Cook (the "County") whereby the County agrees to construct and maintain a traffic signal light to be located at or near the main entrances to both the Tri-State Property and the Lincoln Property (the "Traffic Signal") and whereby Tri-State agrees to reimburse the County for the costs thereof. (Said agreement is hereinafter referred to as the "Tri-State/County Agreement").

D. Lincoln and Tri-State have entered into an agreement providing for the construction of certain sanitary sewer facilities upon the Tri-State Property and for the grant of a certain easement to the Northfield Woods Sanitary District benefitting the Lincoln Property and said sanitary district (the "Agreement"). In connection with the Agreement, Lincoln and Tri-State wish to share the costs of the construction and maintenance of the aforesaid traffic signal light.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and of other good and valuable consideration, receipt of which is hereby acknowledged by the parties, it is agreed as follows:

(1)(a) Reimbursement for Construction and Installation. Subject to the provisions hereof, Lincoln agrees to reimburse Tri-State for the cost of constructing and installing the Traffic Signal. If the Traffic Signal is constructed,

installed and in full operation by January 1, 1989, Lincoln's reimbursement obligation hereunder shall not exceed the actual cost of the construction and installation of the Traffic Signal or one hundred thousand dollars (\$100,000.00), whichever is less. In the event the Traffic Signal is not constructed, installed and in full operation by January 1, 1989, Lincoln's reimbursement obligations hereunder shall not exceed 67% of the actual cost of the construction and installation of the Traffic Signal. Lincoln shall pay said reimbursement to Tri-State within twenty-five (25) days after receipt from Tri-State of a copy of the County's invoice therefor. Within five (5) days after payment is due, Tri-State shall provide Lincoln with proof of Tri-State's payment to the County of the balance (over and above Lincoln's obligation) due the County, if any.

(b) Concurrently herewith Lincoln shall deliver to Tri-State an unconditional, negotiable and irrevocable letter of credit in the form attached hereto and made part hereof as Exhibit C ("Letter of Credit") in the amount of one hundred thousand dollars (\$100,000) expiring no earlier than one (1) year following the execution of this Traffic Signal Agreement. In the event that all or a portion of Lincoln's reimbursement obligations under Section 1(a) hereof have not come due within thirty (30) days prior to the expiration of said one (1) year period, Lincoln shall cause the extension of the date of expiration of the Letter of Credit by one (1) year and, for each additional one (1) year period in which all or a portion of Lincoln's reimbursement obligations under Section 1(a) hereof have not come due within thirty (30) days prior to the expiration of each such additional one (1) year period, Lincoln shall, prior to the expiration of the Letter of Credit or of any extension thereof, cause the date of expiration of the Letter of Credit to be extended by one (1) year. In the event Lincoln fails to cause the extension of the Letter of Credit, as herein provided, Tri-State shall be entitled to draw upon the full remaining balance of the Letter of Credit. Tri-State may draw upon the Letter of Credit at any time Lincoln is in default in its reimbursement obligations, solely as said obligations are described by Section 1(a) hereof. Upon the full satisfaction by Lincoln of its reimbursement obligations under Section 1(a) hereof, Tri-State shall return the Letter of Credit to Lincoln. Upon Lincoln's payment of any portion of its reimbursement obligations under Section 1(a) hereof, Lincoln and Tri-State shall cooperate in taking such action as necessary to reduce the amount of the Letter of Credit by the amount so paid by Lincoln.

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County/Tri-State Agreement, Tri-State shall have no obligation or liability to Lincoln, the County or to any other party whatsoever for any failure to construct, install or maintain the Traffic Signal in good repair and condition or for any damage, injury, loss, claim or expense which may arise out of the construction, installation or maintenance of the Traffic Signal.

(4) Indemnity. In the event that, prior to commencement of the construction and installation of the Traffic Signal, the County has not agreed in writing to indemnify Lincoln and its successors and assigns and hold Lincoln and its successors and assigns harmless from any and all cost, liability and reasonable attorneys fees resulting from the construction, installation and maintenance of the Traffic Signal, then to the extent Tri-State is reimbursed by the County for said cost, liability and reasonable attorneys' fees, Tri-State shall indemnify and hold Lincoln and its successors and assigns harmless from any and all cost, liability and reasonable attorney's fees resulting from the construction, installation and maintenance of the Traffic Signal, including such costs, which are incurred by Lincoln and arise out of any claims, litigation or other actions of the County or of any other party whatsoever against Lincoln, its successors or assigns, or which are made or pursued in connection with the "County/Tri-State Agreement".

(5) Binding Effect. This Traffic Signal Agreement shall inure to the benefit of and be binding upon the successors in title of Lincoln and Tri-State and each of them, their respective mortgagees, successors, grantees, lessees, and assigns. It is understood that this Traffic Signal Agreement shall run with the land and as such shall be binding upon and assignable to subsequent mortgagees, grantees, lessees, successors in interest of Lincoln and Tri-State and each of them and that this Traffic Signal Agreement and all Exhibits hereto shall be recorded with the Recorder of Deeds of Cook County, Illinois. It is understood and agreed that upon the sale, assignment or other transfer by Lincoln or Tri-State or either of them of said party's entire interest in their respective properties, (including foreclosure or deed in lieu of foreclosure) any and all rights and obligations conferred or imposed by this Traffic Signal Agreement upon said parties shall thereupon terminate solely with respect to said party and further that the purchaser, assignee or transferee of said party's entire interest in the Property shall thereupon assume any and all said rights and obligations pursuant to the provisions of this Traffic Signal Agreement.

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(2) Reimbursement for Maintenance. Lincoln and Tri-State shall each pay fifty-percent (50%) of all costs of operating and maintaining the Traffic Signal, including, without limitation, all utility expenses. In no event shall Lincoln's obligation to pay said expenses exceed 50% of the total amount which Tri-State is obligated to pay to the County for said operation and maintenance (including utility expenses) pursuant to the terms and provisions of the County/Tri-State Agreement. It is agreed that Lincoln's obligation for the shared cost of the maintenance and operation of the Traffic Signal shall include the reasonable costs of enforcing the terms and provisions of the County/Tri-State Agreement when said enforcement is consented to by Lincoln prior to incurring the expenses therefor; provided that such consent shall not be unreasonably withheld. Such payment to Tri-State by Lincoln shall be due within twenty-five (25) days of receipt by Lincoln of a copy of the appropriate invoices for said maintenance expenses.

(3) Conditions to Reimbursement.

(a) It is understood and agreed that Lincoln has no obligation whatsoever to the County or to any other parties for the construction, installation or maintenance of the Traffic Signal; Lincoln's sole obligation hereunder is for reimbursement of expenses incurred by Tri-State as herein provided. It is further understood and agreed that all construction, installation and maintenance of the Traffic Signal shall be undertaken and performed by the County or by its authorized agents and that Tri-State has no obligation, contingent or otherwise, to the County or to any other party to perform said construction, installation and maintenance.

(b) It is further agreed that Tri-State shall comply and conform with all of the terms and provisions of the County/Tri-State Agreement and that Tri-State shall diligently enforce the terms and provisions thereof. Lincoln shall have no obligation to the County or to any other party whatsoever for the construction, installation or maintenance of the Traffic Signal or (other than to Tri-State) for the costs and expenses thereof. Furthermore, (1) except as may be expressly set forth in this Traffic Signal Agreement, Lincoln shall have no obligation or liability to Tri-State, the County or to any other party whatsoever for any failure to construct, install or maintain the Traffic Signal in good repair and condition or for any damage, injury, loss, claim or expense which may arise out of the construction, installation or maintenance of the Traffic Signal, and (2) except as may be expressly set forth in this Traffic Signal Agreement or in the

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a. Applicable Law. This Traffic Signal Agreement shall be construed and enforceable in accordance with the laws of the State of Illinois.

b. Severability. Each provision of this Traffic Signal Agreement shall be considered severable and if for any reason any provision or provisions contained herein are determined to be invalid or contrary to any existing law, the invalidity of said provision or provisions shall not affect the operation or effect of those portions of this Traffic Signal Agreement which are valid and binding.

c. Headings. The headings, captions, numbering system, etc. contained herein are inserted only as a matter of convenience and may under no circumstances be considered in interpreting provisions of this Traffic Signal Agreement.

d. Entire Agreement. This Traffic Signal Agreement and all exhibits attached hereto and made part hereof constitute the entire agreement between the parties hereto and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings or understandings either oral or written between them concerning the Property other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Traffic Signal Agreement shall be binding upon the parties hereto unless in writing and unless signed by all parties hereto.

e. Counterparts. This Traffic Signal Agreement may be executed in any number of identical counterparts, each of which shall, for all purposes, be deemed to be an original.

f. Notice. Any notice, demand, election or other communication required hereunder shall be delivered as follows:

If to Lincoln: Lincoln Property Company
c/o Michael McCarthy
33 West Monroe Street
Suite 2620
Chicago, Illinois 60603

If to Tri-State: LaSalle Partners Incorporated
c/o Linda Johnson
11 South LaSalle Street
Chicago, Illinois 60603

g. Further Assurances. The parties hereby each agree to do, execute, acknowledge and deliver all such

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further acts, instruments and assurances and to take all such further action as shall be necessary or desirable to fully carry out this Traffic Signal Agreement and to fully consummate and effect the transactions contemplated hereby.

h. Representations. To induce the parties, and each of them, to execute, deliver and perform this Traffic Signal Agreement and without regard to any independent investigation by any of the parties, the parties and each of them represent that each has the full capacity, right, power and authority to execute, deliver and perform this Traffic Signal Agreement and that all required actions and approvals necessary to execute, perform and deliver this Traffic Signal Agreement have been duly taken and obtained.

i. Attorney's Fees. If any litigation is instituted between the parties hereto with respect to this Traffic Signal Agreement, the losing party thereto shall pay the prevailing party all of its court costs and reasonable attorneys' fees.

j. Late Payments. Any payments due hereunder which are not paid when due shall bear interest at the rate announced from time to time by the First National Bank of Chicago as its corporate base rate plus 4%, which interest shall be due and payable upon demand.

k. Limitation of Liability. The liability of Lincoln and Tri-State hereunder shall be limited, respectively, to the Lincoln Property and the Tri-State Property; provided that such limitation shall not negate any liability Lincoln may have pursuant to the Letter of Credit.

IN WITNESS WHEREOF, this Traffic Signal Agreement has been executed under hand and seal as the day and year first above written.

Lincoln

LINCOLN-SANDERS, LTD.,
an Illinois limited partnership

By: *Donald J. Koster*
General Partner

Tri-State

TRI-STATE WILLOW DEVELOPMENT, LTD.,
an Illinois limited partnership

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By: Equity Associates
Incorporated

By: Wade W. [Signature]
Its: SA [Signature]

Attest:

[Signature]

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STATE OF ILLINOIS)
)
COUNTY OF C O O K)

I, Mildred Romasanta, a Notary Public in and for the County and State aforesaid do hereby certify that Wall W. Judge, and _____, and _____, of Equity Associates, Incorporated, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, of Equity Associates, Incorporated, respectively, appeared before me this day in person and acknowledged, signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of Equity Associates, Incorporated for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14th day of October 1986.

Mildred Romasanta
Notary Public

My Commission Expires:
MY COMMISSION EXPIRES JULY 28, 1989

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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STATE OF ILLINOIS)
COUNTY OF C O O K)

I, Shirley A. Furwick, a Notary Public in and for the County and State aforesaid do hereby certify that Garland J. Kowalski, general partner of Lincoln-Sanders, Ltd., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such general partner, appeared before me this day in person and acknowledged, signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of Lincoln-Sanders, Ltd. for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17th day of October, 1986.

Shirley A. Furwick
Notary Public

My Commission Expires:
11-15-86

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Exhibit A

Legal Description of
Tri-State Property

Property of Cook County Clerk's Office

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EXHIBIT B

PARCEL 1

THAT PART OF LOTS 4 AND 5 IN COUNTY CLERK'S DIVISION IN SECTION 18, TOWNSHIP 22 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE CENTER OF SANDERS ROAD 591.84 FEET SOUTHERLY (MEASURED ALONG THE CENTER LINE OF SANDERS ROAD) OF THE INTERSECTION OF SAID CENTER LINE WITH THE NORTH LINE OF LOT 4; THENCE WESTERLY AT RIGHT ANGLES TO THE CENTER LINE OF SANDERS ROAD 446.33 FEET TO THE SOUTHERLY CORNER OF LOT 6; THENCE SOUTH ON THE WEST LINE OF LOT 5, 317.33 FEET, MORE OR LESS, TO A POINT 361.40 FEET NORTH OF THE SOUTH WEST CORNER OF LOT 5; THENCE EAST ON A LINE 361.40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF LOT 5, 264.0 FEET TO A LINE BETWEEN LOTS 4 AND 5; THENCE EAST ON A LINE 361.40 FEET NORTH OF THE SOUTH LINE OF LOT 4, 227.63 FEET TO THE CENTER LINE OF SANDERS ROAD; THENCE NORTHERLY ALONG THE CENTER OF SAID ROAD 375.98 FEET TO THE PLACE OF BEGINNING, (EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE CENTER LINE OF SANDERS ROAD 591.84 FEET SOUTHERLY OF THE INTERSECTION OF SAID CENTER LINE WITH THE NORTH LINE OF AFORESAID LOT NO. 4, THENCE WESTERLY AT RIGHT ANGLES TO THE CENTER LINE OF SANDERS ROAD 150.0 FEET TO A POINT; THENCE WITH AN ANGLE OF 90 DEGREES 00 MINUTES TO THE LEFT FROM THE PRECEDING COURSE EXTENDED 92.78 FEET; THENCE WITH AN ANGLE OF 90 DEGREES 00 MINUTES TO THE LEFT FROM THE PRECEDING COURSE EXTENDED 75.00 FEET; THENCE WITH AN ANGLE OF 79 DEGREES 39 MINUTES 30 SECONDS TO THE RIGHT FROM THE PRECEDING COURSE EXTENDED 139.26 FEET; THENCE WITH AN ANGLE OF 79 DEGREES 39 MINUTES 30 SECONDS TO THE LEFT FROM THE PRECEDING COURSE EXTENDED 50.00 FEET TO A POINT, SAID POINT BEING IN THE CENTER LINE OF SANDERS ROAD; THENCE NORTHERLY ALONG THE CENTER LINE OF SAID SANDERS ROAD 229.78 FEET TO THE PLACE OF BEGINNING) ALL IN COOK COUNTY, ILLINOIS

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EXHIBIT B

PARCEL 2.

THAT PART OF LOTS 4 AND 5 IN COUNTY CLERK'S DIVISION OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE CENTER LINE OF SANDERS ROAD WHICH IS THE POINT OF INTERSECTION OF SAID CENTER LINE OF SANDERS ROAD AND A LINE 192.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5; THENCE WESTERLY ON SAID LINE 192.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5, TO THE WEST LINE OF SAID LOT 5; THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 5, A DISTANCE OF 148.68 FEET TO A POINT OF INTERSECTION WITH A LINE 361.40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 5, THENCE EASTERLY ALONG SAID LINE 361.40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 224.04 FEET TO A POINT OF INTERSECTION WITH A LINE 39.96 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 5, THENCE SOUTHERLY ALONG SAID LINE 39.96 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 5, A DISTANCE OF 148.68 FEET TO A POINT OF INTERSECTION WITH A LINE 212.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 5, THENCE EASTERLY ALONG A LINE 212.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5, TO THE CENTER LINE OF SAID SANDERS ROAD AND THENCE SOUTHERLY ALONG SAID CENTER LINE OF SANDERS ROAD, A DISTANCE OF 20.16 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

Clerk's Office

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EXHIBIT B

PARCEL 3

THAT PART OF LOTS 4 AND 5 IN COUNTY CLERK'S DIVISION OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE CENTER LINE OF SANDERS ROAD WHICH IS THE POINT OF INTERSECTION OF SAID CENTER LINE OF SANDERS ROAD AND A LINE 192.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5, THENCE WESTERLY ON SAID LINE 192.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5, TO THE WEST LINE OF SAID LOT 5; THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 5, A DISTANCE OF 168.68 FEET TO A POINT OF INTERSECTION WITH A LINE 361.40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 5, THENCE EASTERLY ALONG SAID LINE 361.40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 224.04 FEET TO A POINT OF BEGINNING SAID POINT BEING ON A LINE 39.96 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 5; THENCE SOUTHERLY ALONG SAID LINE 39.96 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 5, A DISTANCE OF 168.68 FEET TO A POINT OF INTERSECTION WITH A LINE 212.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 5; THENCE EASTERLY ALONG A LINE 212.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5, TO THE CENTER LINE OF SAID SANDERS ROAD AND THENCE NORTHERLY ALONG SAID CENTER LINE OF SANDERS ROAD, A DISTANCE OF 149.94 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH A LINE 361.40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF LOTS 4 AND 5 AFORESAID; THENCE WESTERLY ALONG SAID LINE 361.40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5, 267.59 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

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LETTER OF CREDIT

Tri-State Willow Development, Ltd.
c/o LaSalle Partners
Attn: Linda Johnson
11 South LaSalle Street
Chicago, IL 60603

Gentlemen:

The undersigned, _____ ("Lender") hereby establishes in favor of Tri-State Willow Development, Ltd. ("Tri-State"), Lender's Irrevocable Letter of Credit Number _____ in the amount of One Hundred Thousand Dollars (\$100,000.00) which is available for negotiation of your draft(s) at sight prior to September ____, 1987 accompanied by a certificate from Tri-State stating the following:

Tri-State is entitled to draw upon this Letter of Credit under that certain Traffic Signal Construction and Maintenance Agreement, dated _____, by and between Lincoln-Sanders, Ltd. and Tri-State Willow Development, Ltd.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1981 Revision), International Chamber of Commerce, Publication No. 400.

Very truly yours,

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Exhibit E

TRI-STATE CENTER I

Acco International
 Altra Travel
 Angus Chemical
 Bridge Products Inc.
 The Continental Group
 G. D. Searle
 Intertel
 Market Research Corporation of America
 Minnesota Mutual Life Insurance Co.
 Moore Business Forms
 Northbrook Corporation
 Owens/Corning Fiberglas
 Western Diversified Life Insurance Co.
 Smith Laboratories, Inc.

TRI-STATE CENTER II

Dart & Kraft, Inc.
 Kraft, Inc.
 Premark, Inc.

DEPT-01 RECORDING \$42.00
 TN222 TRAN 6832 06/15/88 12:34:00
 #435 # B *-88-261349
 COOK COUNTY RECORDER

CITIZENSHIP NUMBER 00032
 FOR APPROVAL NOVB
 VILLORECE VI TAM
 THE APPROVAL FID
 WITEN ROBERT DOMINGUE
 MAY 18

-88-261349

4/ Mail

1.00

Office of Cook County Clerk's Office

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MAIL TO:

**MILLER, FOREST, DOWNING,
AND HUSZAGH, LTD.
ATTORNEYS AT LAW
800 WAUKEGAN ROAD
GLENVIEW, ILLINOIS 60025**

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**MAIL TO:
MILLER, FOREST, DOWNING,
AND HUSZAGH, LTD.
ATTORNEYS AT LAW
800 WAUKEGAN ROAD
GLENVIEW, ILLINOIS 60025**