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11/6/90 - 1359  
METROPOLITAN/SIMON/MATTESON JOINT VENTURE  
MATTESON PLAZA/MATTESON, ILLINOIS/NO. 8

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UNSECURED INDEMNITY AGREEMENT

This Unsecured Indemnity Agreement (this "Agreement") is entered into as of November 7, 1990 by MATTESON JOINT VENTURE ("Indemnitor"), in favor of METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation ("Lender"), with reference to the following facts.

A. Lender has loaned or will loan to Indemnitor the sum of up to \$11,200,000.00 (the "Loan"), payment of which is evidenced by a promissory note of even date herewith (the "Note"), which is secured by a Mortgage and Security Agreement of even date herewith (the "Mortgage"), executed by Indemnitor, as Mortgagor, in favor of Lender, as Mortgagee, encumbering certain real and other property more particularly described in the Mortgage (referred to in the Mortgage and herein as the "Property").

B. As a condition to making the Loan, Lender requires Indemnitor to indemnify and hold harmless Lender from any Environmental Claim, any Requirements of Environmental Law, and any violation of any Environmental Permit, and all Costs (as the foregoing terms are defined in Exhibit A hereto) relating to the Property. Lender would not make the Loan without this Agreement and Indemnitor acknowledges and understands that this Agreement is a material inducement for Lender's agreement to make the Loan. This Agreement is not intended to be, nor shall it be, secured by the Mortgage and it is not intended to secure payment of the Note but rather is an independent obligation of Indemnitor.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00), in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Indemnitor agrees as follows:

DEPT. OF RECORDS & CLERK  
14444 TRN 5087 11/09/90 15:59:00  
\$7975 + D 4-90-549902  
COOK COUNTY RECORDER

1. Indemnification.

(a) Subject to paragraph 1(c) below, Indemnitor shall protect, defend, indemnify, and hold harmless Lender, its officers, directors, shareholders, agents and employees and their respective heirs, executors, personal and legal representatives, successors and assigns (Lender and all such other persons and entities being referred to herein individually as an "Indemnitee" and collectively as "Indemnitees") from and against all Costs which at any time are imposed upon the Property, the Indemnitees, or any of them, arising out of or in connection with (i) Requirements of Environmental Law; (ii) Environmental Claims; (iii) the failure of Indemnitor, or any other party directly or indirectly connected with the Property, or affiliated with

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Indemnitor to obtain, maintain, or comply with any Environmental Permit; (iv) the presence or existence of Hazardous Materials (as defined in Exhibit B hereto) on, in, under, or upon the Property; and/or (v) the transport, treatment, storage or disposal by Borrower or at its direction, or with respect to which Borrower would be liable under any applicable law, regulation, policy, or judicial order of Hazardous Materials offsite.

(b) In the event that any investigation or monitoring of site conditions or any clean-up, containment, restoration, removal, or other remedial work of any kind or nature (the "Remedial Work") is required under any applicable federal, state or local law or regulation, or by any judicial order, or by any governmental entity, or in order to comply with any agreement entered into by Indemnitee because of, or in connection with, the current or future presence, suspected presence, release or suspected release of Hazardous Materials in or into the air, soil, ground water, surface water or soil vapor on, in, under, or upon the Property (or any portion thereof), Indemnitor shall, as required under any applicable law, regulation, order or agreement, promptly commence, or cause to be commenced, and thereafter diligently prosecute to completion, all such Remedial Work. All Remedial Work shall be performed by one or more contractors selected by Indemnitor and approved in advance in writing by Lender, which approval shall not be unreasonably withheld or delayed, and under the supervision of a consulting engineer selected by Indemnitor and approved in advance in writing by Lender, which approval shall not be unreasonably withheld or delayed. All Costs related to such Remedial Work shall be paid or cause to be paid by Indemnitor including, without limitation, Costs incurred by any Indemnitee in connection with monitoring or review of such Remedial Work. In the event Indemnitor shall fail to promptly commence, or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, Lender may, but shall not be required to, cause such Remedial Work to be performed and all Costs shall become an Environmental Claim hereunder.

(c) Notwithstanding anything to the contrary set forth in this Agreement, the liability of Indemnitor under this Agreement shall arise only from the matters described in paragraph 1(a) above which occur or arise (in whole or in part) prior to the complete satisfaction, assignment or reconveyance of the Mortgage.

(d) This Agreement, and all rights and obligations hereunder shall survive (i) surrender of the Note; (ii) satisfaction, assignment or reconveyance of the Mortgage and release of other security provided in connection with the Loan; (iii) foreclosure of the Mortgage and other security instruments in connection with the Loan; (iv) acquisition of the Property by Lender; and (v) transfer of all of Lender's rights in the Loan and the Property.

(e) Nothing contained in this Agreement shall prevent or in any way diminish or interfere with any rights or remedies, including, without limitation, the right to contribution, which any Indemnitee may have against Indemnitor or any other party under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (codified at Title 42 U.S.C. § 9601 et seq.), as it may be amended from time to time, or any other applicable federal, state or local laws, all such rights being hereby expressly reserved.

## 2. Notice of Actions.

(a) Indemnitor shall give immediate written notice to Lender of: (i) any proceeding, inquiry, notice, or other communication to Indemnitor or which comes to the attention of Indemnitor by or from any governmental or non-governmental entity regarding the presence or suspected presence of any Hazardous Material, on, in, under, or upon the Property or any migration thereof from or to the Property; (ii) any actual or alleged violation of any Requirements of Environmental Law; (iii) all Environmental Claims; (iv) Indemnitor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be subject to any restrictions on ownership, occupancy, transferability, or use, or subject the owner or any person having any interest in the Property to any liability, penalty, or disability under any Requirements of Environmental Law; and (v) Indemnitor's receipt of any notice or discovery of any information regarding any actual, alleged, or potential use, manufacture, production, storage, spillage, seepage, release, discharge, disposal or any other presence or existence of any Hazardous Material, on, in, under, or upon the Property, except as to this provision (v) no notice need be given if same is permitted under Requirements of Environmental Law and is consistent with the normal course of retail business at the Property. Except as permitted under Requirements of Environmental Law and consistent with the normal course of retail business at the Property, no Hazardous Material shall be introduced to or handled on the Property without sixty (60) days prior written notice to Lender. Without limiting the foregoing, all Hazardous Material shall be handled in compliance with all applicable Requirements of Environmental Law.

(b) Immediately upon receipt of the same, Indemnitor shall deliver to Lender copies of any and all Environmental Claims. Furthermore, Indemnitor shall immediately deliver to Lender copies of any and all orders, notices, permits, applications, reports, and other communications, documents, and instruments pertaining to the actual, alleged, or potential presence or existence of any Hazardous Material on, in, under, or upon the Property (except Hazardous Material permitted under Requirements of Environmental Law and consistent with the normal

course of retail business at the Property). Without limiting the foregoing all Hazardous Material shall be handled in compliance with all applicable Requirements of Environmental Law.

(c) Subject to the limitations of paragraph 3(a) below, Lender shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions in connection with the Property involving any Environmental Claim, any Hazardous Material or Requirements of Environmental Law, and Indemnitor shall reimburse Lender upon demand for all of Lender's Costs in connection therewith.

#### 3. Procedures Relating to Indemnification.

(a) In any circumstance in which this Agreement applies, Lender may, but shall not be obligated to, employ its own legal counsel and consultants to investigate, countersue, negotiate, or defend any such Environmental Claim and Lender shall have the right to compromise or settle the same without the necessity of showing actual liability therefor, and without the consent of Indemnitor. Indemnitor shall reimburse Lender, upon demand, for all Costs incurred by Lender, including the amount of all Costs of settlements entered into by Lender. Notwithstanding the foregoing, so long as Lender is satisfied, in its sole and absolute discretion, with legal counsel and consultants retained by Indemnitor, Lender will refrain from retaining its own independent legal counsel and consultants to investigate, countersue, negotiate or defend an Environmental Claim.

(b) In any circumstance in which this Agreement applies, Indemnitor shall not, without the prior written consent of Lender (i) settle or compromise any action, suit, proceeding, or claim or consent to the entry of any judgment that does not include as an unconditional term thereof the delivery by the claimant or plaintiff to Lender of (x) a full and complete written release of Lender (in form, scope and substance satisfactory to Lender in its sole discretion) from all liability in respect of such action, suit or proceeding and (y) a dismissal with prejudice of such suit, action or proceeding; or (ii) settle or compromise any action, suit, proceeding, or claim in any manner that may adversely affect Lender as determined by Lender in its reasonable discretion.

#### 4. Binding Effect.

(a) This Agreement shall be binding upon the Indemnitor, its heirs, executors, personal representatives successors and permitted assigns, and shall inure to the benefit of the Indemnitees and their successors and assigns, including as to Lender, without limitation, any holder of the Note and any affiliate of Lender which acquires all or part of the Property by any sale, assignment, deed in lieu of foreclosure, foreclosure under the Mortgage, or otherwise. The obligations of Indemnitor

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under this Agreement shall not be assigned without the prior written consent of Lender, which consent may be given or withheld in the sole discretion of Lender.

(b) This Agreement shall run with the Property as described in Exhibit C attached hereto and constitute the binding obligation of all persons or entities having a legal ownership interest in the Property (as distinguished from only an equitable or mortgage interest or interest of a secured creditor or interest of a tenant to the Property) at any time during the time that the Mortgage constitutes a lien upon the Property, but shall not run with any portion of the Property from and after the date on which Lender releases such portion from the lien of the Mortgage from time to time. As used herein "Indemnitor" shall mean collectively, Matteson Joint Venture and all such other persons or entities having obligations hereunder as provided in the preceding sentence. This Agreement may be placed of record against the Property to impart notice of this Agreement to all parties in ownership of the Property during the term of the Mortgage. Upon termination of the lien of the Mortgage, this Agreement shall remain in full force and effect between Indemnitor and Indemnitees. Provided all Indemnitor's not a signatory to this Agreement have assumed in writing, pursuant to instrument in form and substance acceptable to Lender, all of the obligations of Matteson Joint Venture under this Agreement, this Agreement shall (i) no longer run with the Property, (ii) not constitute an encumbrance on title to the Property, and (iii) not be applicable to subsequent owners of the Property. Lender shall, if requested in writing following the termination of the Mortgage, execute a release to remove this Agreement as an encumbrance on title to the Property, but such release shall not release Indemnitor of its obligations to Indemnitees under this Agreement.

5. Liability of Indemnitor. The liability of Indemnitor under this Agreement shall in no way be limited or impaired by the provisions of the Note, Mortgage or any of the other documents evidencing or securing the Loan, or any amendment, modification, extension or renewal thereof. In addition, the liability of Indemnitor under this Agreement shall in no way be limited or impaired by any sale, assignment, or foreclosure of the Note or Mortgage or any sale or transfer of all or any part of the Property or any interest therein.

6. Waiver. Indemnitor waives any right or claim of right to cause a marshalling of the assets of Indemnitor or to cause Lender to proceed against any of the security for the Loan before proceeding under this Agreement against Indemnitor; Indemnitor agrees that any payments required to be made hereunder shall become due on demand; Indemnitor expressly waives and relinquishes all rights and remedies accorded by applicable law to indemnitors or guarantors, except any rights of subrogation that Indemnitor may have; provided that the indemnity provided for hereunder shall neither be contingent upon the existence of any such rights of

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subrogation nor subject to any claims or defenses whatsoever that may be asserted in connection with the enforcement or attempted enforcement of such subrogation rights, including, without limitation, any claim that such subrogation rights were abrogated by any acts or omissions of Lender.

7. Notices. All notices, consents, approvals, elections and other communications (collectively "Notices") hereunder shall be in writing (whether or not the other provisions of this Agreement expressly so provide) and shall be deemed to have been duly given if mailed by United States registered or certified mail, with return receipt requested, postage prepaid, or by United States Express Mail or courier service to the parties at the following addresses (or at such other addresses as shall be given in writing by any party to the others pursuant to this Section 7) and shall be deemed complete upon receipt or refusal to accept delivery as indicated in the return receipt or in the receipt of such Express Mail or courier service:

If to Indemnitor to: MATTESON JOINT VENTURE  
c/o MSA Realty Corporation  
Merchant's Plaza-15 East  
115 West Washington Street  
Indianapolis, Indiana 46204  
Attention: J.A. Rosenfeld

with a copy to: Melvin Simon & Associates, Inc.  
Merchant's Plaza-15 East  
115 West Washington Street  
Indianapolis, Indiana 46204  
Attention: James A. Schmidt, Esq.

If to Lender: Metropolitan Life Insurance Company  
One Madison Avenue  
New York, New York 10010  
Attention: Senior Vice President  
Real Estate Investments

and: Metropolitan Life Insurance Company  
2001 Spring Road, Suite 400  
Oak Brook, Illinois 60521-1813  
Attention: Vice President  
Real Estate Investments

8. Attorneys' Fees. In the event that any Indemnitee brings a suit or other proceedings to enforce Indemnitee's rights created hereby, or otherwise becomes a party to any suit or other proceeding (including, without limitation, any administrative proceedings) with respect to the subject matter of this Agreement, such Indemnitee shall, in addition to such other relief as may be awarded, be entitled to recover from Indemnitor attorneys' fees, expenses and costs of investigation as are actually incurred (including, without limitation, attorneys' fees, expenses and

costs of investigation incurred in appellate proceedings, costs incurred in establishing the right to indemnification, or in any action or participation in, or in connection with, any case or proceeding under Chapter 7, 11 or 13 of the Bankruptcy Code, 11 U.S.C. § 101 et seq., or any successor statutes).

9. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of Illinois ("State") without giving effect to the State's principles of conflicts of law. Indemnitors hereby irrevocably submit to the non-exclusive jurisdiction of any State or federal court sitting in Illinois over any suit, action or proceeding arising out of or relating to this Agreement, and Indemnitors hereby agree and consent that, in addition to any other methods of service of process in any such suit, action or proceeding in any State or federal court sitting in Illinois, service of process may be made by certified or registered mail, return receipt requested, directed to Indemnitors at the address indicated in Section 7 hereof, and service so made shall be complete five (5) days after the same shall have been so mailed.

10. Successive Actions. A separate right of action hereunder shall arise each time Indemnitor fails to perform or breaches any of the terms, provisions, covenants or obligations of Indemnitor under this Agreement. Separate and successive actions may be brought hereunder to enforce any of the provisions hereof at any time and from time to time. No action hereunder shall preclude any subsequent action, and Indemnitor hereby waives and covenants not to assert any defense in the nature of splitting of causes of action or merger of judgments.

11. Partial Invalidity. If any provision of this Agreement shall be determined to be unenforceable in any circumstances by a court of competent jurisdiction, then the balance of this Agreement shall be enforceable nonetheless, and the subject provision shall be enforceable in all other circumstances.

12. Interest on Unpaid Amounts. All amounts required to be paid or reimbursed to any Indemnitee hereunder shall bear interest from the date of expenditure by such Indemnitee or the date of written demand to Indemnitor hereunder, whichever is earlier, until paid to Indemnitee(s). The interest rate shall be the lesser of (a) thirteen and ninety eight one hundredths percent (13.98%) per annum or (b) the maximum rate then permitted for the parties to contract for under applicable law.

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IN WITNESS WHEREOF, Indemnitor has executed this Agreement as of the date first set forth above.

MATTESON JOINT VENTURE, an  
Indiana general partnership

By its authorized general  
partner:

MSA Realty Corporation, an  
Indiana corporation, a  
general partner

By: *J.A. Rosenfeld*  
J.A. Rosenfeld President

Attest: *[Signature]*  
Its: Assistant Secretary

(Seal)

Property of Cook County Clerk's Office

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STATE OF ILLINOIS: COUNTY OF COOK: TO WIT:

I, HEREBY CERTIFY THAT on this 7th day of November, 1990, before me, a Notary Public for the state and county aforesaid, personally appeared J.A. Rosenfeld and Larry H. Parker, and known to me or satisfactorily proven to be the person whose names are subscribed to the foregoing instrument, who acknowledged that they are the President and Assistant Secretary, respectively, of MSA Realty Corporation, a corporation organized and existing under the laws of the State of Indiana, which is a general partner of Matteson Joint Venture, an Indiana general partnership, and that each has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the date and year first above written.

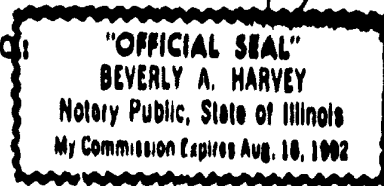
Beverly A. Harvey  
Notary Public

My commission expires on \_\_\_\_\_.

PREPARED BY AND AFTER RECORDING RETURN TO:

MAIL TO

KATTEN MUCHIN & ZAVIS  
525 West Monroe Street  
Chicago, Illinois 60606-3693  
Attention: Daniel M. McCarthy



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## EXHIBIT "A" TO UNSECURED INDEMNITY AGREEMENT

Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) "Environmental Claim" shall include, but not be limited to, any claim, demand, action, cause of action, suit, loss, cost, damage, fine, penalty, expense, liability, judgment, proceeding, or injury, whether threatened, sought, brought, or imposed, that seeks to impose costs or liabilities for (i) pollution or contamination of the air, surface water, ground water, or soil due to the presence of Hazardous Materials on, in, under or upon the Property; (ii) solid, gaseous, or liquid waste generation, handling, treatment, storage, disposal, or transportation; (iii) exposure to Hazardous Materials on, in, under, or upon the Property; (iv) the manufacture, processing, distribution in commerce, use, or storage of Hazardous Materials on, in, under, upon or from the Property; (v) injury to or death of any person or persons due to the presence of Hazardous Materials on, in, under or upon the Property; (vi) destruction or contamination of any property directly or indirectly due to the presence of Hazardous Materials on, in, under or upon the Property; or (vii) any and all penalties due to the presence of Hazardous Materials on, in, under or upon the Property. The term "Environmental Claim" also includes (i) the costs of removal of any and all Hazardous Materials from all or any portion of the Property, (ii) costs required to take necessary precautions to protect against the release of Hazardous Materials on, in, under or upon the Property, or in or into the air, soil, surface water, ground water, or soil vapor, any public domain, or any surrounding areas, and (iii) costs incurred to comply in connection with all or any portion of the Property with all applicable laws with respect to Hazardous Materials due to the presence of Hazardous Materials on, in, under or upon the Property, including any such laws applicable to the work referred to in this sentence. "Environmental Claim" also means any asserted or actual breach or violation of any Requirements of Environmental Law, or any event, occurrence, or condition as a consequence of which, pursuant to any Requirements of Environmental Law, (i) Indemnitor, Lender, or any owner, occupant, or person having any interest in the Property shall be liable or suffer any disability due to the presence of Hazardous Materials on, in, under or upon the Property, or (ii) the Property shall be subject to any restriction on use, ownership, transferability, or (iii) any Remedial Work shall be required on, in, under or upon the Property.

Exhibit A  
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(b) "Environmental Permit" means any permit, license, approval, or other authorization with respect to any activities, operations, or businesses conducted on or in relation to the Property under any applicable law, regulation, or other requirement of the United States or any state, municipality, or other subdivision or jurisdiction related to pollution or protection of health or the environment, or any private agreement entered into by Indemnitor or with respect to which Indemnitor is bound (such as covenants, conditions and restrictions), including laws, regulations or other requirements relating to emissions, discharges, or releases or threatened releases of Hazardous Materials into ambient air, surface water, ground water, or soil, or otherwise relating to the manufacture, processing, distribution, use, generation, treatment, storage, disposal, transportation, or handling of Hazardous Materials on, in, under, upon or from the Property.

(c) "costs" shall mean all liabilities, losses, costs, damages, (including consequential damages), expenses, claims, attorneys' fees, experts' fees, consultants' fees and disbursements of any kind or of any nature whatsoever imposed upon, or incurred by, an Indemnitee. For the purposes of this definition, such losses, costs and damages shall include, without limitation, remedial, removal, response, abatement, cleanup, legal, investigative and monitoring costs and related costs, expenses, losses, damages, penalties, fines, obligations, defenses, judgments, suits, proceedings and disbursements.

(d) "Requirements of Environmental Law" means all requirements of environmental or ecological laws or regulations or controls related to the Property, including all requirements imposed by any law, rule, order, or regulations of any federal, state, or local executive, legislative, judicial, regulatory, or administrative agency, board, or authority, or any private agreement entered into by Indemnitor (such as covenants, conditions and restrictions), which relate to (i) pollution or protection of the air, surface water, ground water or soil; (ii) solid, gaseous, or liquid waste generation, treatment, storage, disposal, or transportation; (iii) exposure to Hazardous Materials; or (iv) regulation of the manufacture, processing, distribution and commerce, use, or storage of Hazardous Materials.

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## EXHIBIT "B" TO UNSECURED INDEMNITY AGREEMENT

### DEFINITION OF HAZARDOUS MATERIALS

The term "Hazardous Materials" shall include without limitation:

(i) Those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.) ("CERCLA"), as amended by Superfund Amendment and Reauthorization Act of 1986 (Pub. L. 99-499 100 Stat. 1613) ("SARA"), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.) ("RCRA"), and the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., and in the regulations promulgated pursuant to said laws, all as amended;

(ii) Those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto):

(iii) Any material, waste or substance which is (A) petroleum, (B) asbestos, (C) polychlorinated biphenyls, (D) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251 et seq. (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317); (E) flammable explosives; or (F) radioactive materials; and

(iv) Illinois Environmental Protection Act, Ill. Rev. Stat. Ch. 111-1/2, Section 1001 et seq.; Illinois Responsible Property Transfer Act, Ill. Rev. Stat. Ch. 30 Section 900 et seq.; and

(v) Such other substances, materials and wastes which are or become regulated as hazardous or toxic under applicable local, state or federal law, or the United States government, or which are classified as hazardous or toxic under federal, state, or local laws or regulations.

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## EXHIBIT C

### MATTESON PLAZA

#### Parcel 1:

A tract of land in the East 1/2 of the Southeast 1/4 of Section 22, Township 35 North, Range 13 East of the Third Principal Meridian, described as follows:

Commencing at the intersection of the West right-of-way line of Governors Highway as dedicated and the North right-of-way line of St. Lawrence Avenue; thence South 89 degrees 46 minutes 13 seconds West 537.20 feet along last said North line to a place of beginning; thence continuing South 89 degrees 46 minutes 13 seconds West 733.93 feet to the East line of Keeler Avenue as dedicated; thence North 0 degrees 30 minutes 37 seconds West 1041.40 feet along last said line to the South right-of-way line of U.S. Route 30; thence due East 330.29 feet; thence South 84 degrees 17 minutes 22 seconds East 100.50 feet; thence due East 285.0 feet; thence due South 20.0 feet; thence due East 80.0 feet; thence due North 20.0 feet; thence due East 226.0 feet all along the Southerly right-of-way line of U.S. Route 30; thence South 0 degrees 30 minutes 30 seconds East 164.0 feet; thence due East 250.0 feet; thence South 0 degrees 30 minutes 30 seconds East 30.0 feet; thence South 89 degrees 29 minutes 30 seconds West 20.0 feet; thence South 0 degrees 30 minutes 30 seconds East 80.0 feet; thence North 89 degrees 29 minutes 30 seconds East 20.0 feet; thence South 0 degrees 30 minutes 30 seconds East 131.30 feet to a point on curve; thence Westerly on a curve convex to the North having a radius of 50.0 feet, an arc distance of 38.77 feet and a chord bearing of North 68 degrees 17 minutes 41 seconds West to a point of tangent; thence South 09 degrees 29 minutes 30 seconds West 177.0 feet to a point of curve; thence Westerly on a curve convex to the South having a radius of 406.60 feet, an arc distance of 206.65 feet, and a chord bearing of North 75 degrees 56 minutes 54 seconds West; thence South 0 degrees 13 minutes 47 seconds East 352.36 feet; thence South 89 degrees 46 minutes 13 seconds West 79.00 feet; thence South 0 degrees 13 minutes 47 seconds East 253.00 feet; thence South 89 degrees 46 minutes 13 seconds West 45.00 feet; thence South 0 degrees 13 minutes 17 seconds East 79.33 feet to the North right-of-way line of St. Lawrence Avenue and the place of beginning, except that part thereof dedicated for Keeler Avenue by Agreement for Public Dedication recorded March 6, 1990 as Document No. 90100147, all in Cook County, Illinois.

PROPERTY ADDRESS: ROUTE 30 AND GOVERNOR'S HIGHWAY  
MATTESON, ILLINOIS

TAX PARCEL: 31-22-401-017, VOLUME 179

501-100-000