THIRD AMENDMENT TO
RECIPROCAL OPERATION AND EASEMENT AGREEMENT

THIS AGREEMENT made and entered into as of the 31st day of March, 1992, by and among NORTH RIVERSIDE PARTNERSHIP, an Illinois general partnership (successor in interest to RIVERSIDE MALL ASSOCIATES, an Illinois partnership), J. C. PENNEY PROPERTIES, INC., a Delaware corporation (hereinafter called "Penney"), CHICAGO TITLE & TRUST COMPANY, as Trustee under Trust Agreement Number 1085900 (hereinafter referred to as "CT&T"), CPS REALTY PARTNERSHIP, an Illinois partnership (hereinafter called "Carson"), and MONTGOMERY WARD DEVELOPMENT CORPORATION, a Delaware Corporation (hereinafter called "Ward"), hereinafter collectively referred to as "the Parties",

W I T N E S S E T H:

WHEREAS, North Riverside Mall Associates, Penney, Carson Pirie Scott & Company and Ward heretofore entered into a certain Reciprocal Operation and Easement Agreement, dated as of December 6, 1973 and recorded on January 2, 1974, as Document No. 22584954, in the Office of the Recorder of Cook County, Illinois related to the development and improvement of the their respective tracts as described in Parts I, II, III and IV of Exhibit "A" to the ROE, (all of said tracts being hereinafter collectively referred to as the "Shopping Center Site") as a regional shopping center (hereinafter called "the Center"), whereby the Parties granted to each other certain reciprocal and non-exclusive easements over, upon, across and through their respective tracts and made certain mutual provisions for the construction, maintenance, and operation of common facilities and other buildings and improvements upon the Shopping Center Site and made other covenants and agreements related to said development and construction of the original Center; and

WHEREAS, the Reciprocal Operation and Easement Agreement was amended by an Amendment to Reciprocal Operation and Easement Agreement, dated November 14, 1975, and recorded on January 7, 1976, in said Recorder's Office as Document No. 23346268 ("First Amendment") and further amended by Second Amendment to Reciprocal Operation and Easement Agreement with Attached Consents dated November 1, 1976, and recorded in said Recorder's Office as Document 23721362 ("Second Amendment"). The Reciprocal Operational and Easement Agreement, as amended by the First Amendment and the Second Amendment, is hereinafter referred to as the "ROE"; and

WHEREAS, title to the Partnership Tract has been conveyed to North Riverside Partnership (hereinafter called "the Partnership") and title to the Carson Tract has been conveyed to CT&T; and

WHEREAS, the Parties now desire by this Third Amendment to Reciprocal Operation and Easement Agreement ("Third Amendment") to amend the ROE to the extent necessary (1) to recognize the addition to the Partnership Tract of that parcel labelled Partnership Parcel "G" and described in Exhibit "A" hereto and (2) to provide for the expansion and renovation of the Center ("Renovation and Expansion"); and

WHEREAS, for purposes of this Third Amendment, Carson, Penney and Ward shall collectively be referred to as "the Department Stores"; and

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all Parties, and in further consideration of the mutual covenants and agreements herein contained, with the Parties agreeing to be legally bound hereby, it is contracted and agreed that the following shall supplement, or where noted, amend, the existing ROE:

I. <u>Amendments to the ROE</u>:

A. Subsections (b) and (d) of Section 9. are hereby amended to read:

(b) The Carson Store shall not contain less than 150,000 square feet, nor more than 225,000 square feet of Floor Area.

(d) "The Partnership Improvements shall contain not less than 300,000 square feet nor more than 450,000 square feet of Floor Area".

B. Section 11(a) of the ROE is hereby deleted and the following is hereby inserted in its place and stead:

"The Parties covenant and agree, each with the others, that there shall be available within the Common Area of the Center at all times from and after completion of the construction of the Parking Decks (as hereinafter identified) and the creation of additional parking spaces in those areas labelled "Additional Parking A" and "Additional Parking B" on the Site Plan attached hereto as Exhibit "B," not less than 4.88 car spaces per 1,000 square feet of the total Floor Area existing in the Center (exclusive of the Enclosed Mall). The Parties acknowledge that pursuant to Ordinance No. 88-O-8 dated May 16, 1988, the Village of North Riverside has the right to use a 5,000 square foot parcel in the Center

for an ambulance, fire and emergency facility. It is understood and agreed that the location of such Village facility shall be agreed upon by the Parties and the Village in advance of its construction and that the square footage of any building constructed thereon by the Village shall not be included in the calculation by any Party of the parking space ratio for the Center so as to cause a default under the ROE with respect to the required 4.88 parking space ratio.

C. Effective as of the date hereof, Exhibit "C" of the ROE shall be and is hereby deleted in its entirety and Exhibit "B" attached hereto and made part hereof is substituted in its place and stead so that when reference is made in the REA to Exhibit "C", such reference shall be deemed to refer to the Exhibit "B" attached to this Third Amendment.

D. Exhibit "A" of the ROE is hereby amended by adding as an additional parcel to the Partnership Tract, that real estate described in Exhibit A hereto and hereinafter the terms "Partnership Tract", "Center" and "Shopping Center Site" shall include such parcel.

E. Section 1(l) of the ROE is hereby amended to read as follows:

> "The term "Parking Area" refers to all of the Common Area except the portions thereof devoted to the "Enclosed Mall" (as hereinafter defined), rest rooms, stairways and the service delivery facilities serving the Center. Such term shall include, without limiting the generality of the foregoing, all berms, retaining walls which are not the exterior walls of the Stores or Partnership Improvements, roads, driveways, walkways, traffic lanes, parking decks and vehicular parking spaces and areas between said parking spaces (including landscaped areas) and, except as specifically set forth herein, any other Common Area improved for the purpose of permitting automobiles and other vehicles to be driven thereon."

II. <u>Supplemental Provisions</u>: The following are hereby added as new paragraphs of the ROE and deal specifically with the Renovation and Expansion:

30. <u>Partnership Improvements Related to the Renovation and Expansion</u>.

(a) The Partnership covenants that it shall, with all reasonable promptness and diligence, at the Partnership's sole cost and expense, commence not later than May 16, 1990, and complete (or cause to be completed) by not later than May 16, 1993, the construction of substantially the following Partnership Improvements (subject to conditions of Force Majeure):

(i) A food court encompassing approximately 30,000 square feet of additional gross leasable area located on the first level of that building labelled Cinema/Food Court on Exhibit "B";

(ii) Not more than six (6) movies theatres, to be located immediately above said food court encompassing approximately 30,000 square feet;

(iii) Renovation of the existing Enclosed Mall on two (2) levels as shown on the Site Plan, Exhibit "B", including, but not limited to, (a) new skylighting, (b) new ceilings, (c) new floors, (d) an elevator, (e) new kiosks in those locations indicated on Exhibit "B" hereto, (f) the relocation of the entrance to the Enclosed Mall from the southwest side of the Enclosed Mall to that location on the southeast side of the Enclosed Mall, shown labelled "New Mall Entrance" on Exhibit "B" and (g) the addition of an additional entrance to the Enclosed Mall through the Food Court, shown labelled "Mall Entrance" on Exhibit "B".

(iv) Alteration of the Common Areas on the Partnership Tract to accommodate the expansion of the Center as shown on Exhibit "B", including the creation of two new outparcels in those locations labelled LL/01 & LL/02 Plan on said Exhibit, (each parcel to be permitted to contain a one-story building of no more than 10,000 square feet of gross leasable area), the addition of two (2) two-level parking decks (labelled Parking Deck #1 and Parking Deck #2 on Exhibit "B"), and including repaved parking

areas supplying additional parking spaces on those parcels labelled "Employee Parking A" and "Employee Parking B" on Exhibit "B" hereto;

(v) Three new pylon signs shall be located on West Cermak Road, Harlem Avenue, and West 26th Street, respectively in those locations shown on Exhibit "B." The height and overall square footage of each new pylon sign shall not exceed that of the existing signs which they will replace. All new or proposed outdoor signs shall comply with height, size and all other applicable North Riverside Municipal Code requirements or limitations and with Article 14(j) of the ROE.

all in accordance with the Plans and Specifications therefor, prepared by Partnership's architect.

(b) The said Plans and Specifications and any modifications thereto, shall be submitted by the Partnership to each Department Store no later than forty-five (45) days prior to the construction commencement dates hereinabove set forth. Said Plans and Specifications shall be approved or disapproved by each Department Store within fifteen (15) days after receipt by each Party; provided, however, notwithstanding anything to the contrary contained herein, working drawings may be submitted for approval in stages or phases after commencement of construction, in order to expedite the work, and such work may proceed without express written approval of the Department Stores being required in advance as to working drawings, provided that such working drawings conform to the Plans and Specifications (including Design Criteria) theretofore approved by each Department Store. Failure by any Party to either approve or disapprove said Plans and Specifications in writing within such fifteen (15) day period shall constitute approval thereof by such Party, provided that the transmittal thereof to each such Party shall conspicuously state that failure to respond within fifteen (15) days shall be deemed approval. Notwithstanding the foregoing, the failure of the Partnership to submit Plans and Specifications, or any part thereof, to any Party for approval as aforesaid shall not

constitute a default by the Partnership hereunder, but the Partnership shall not commence construction without approval of all Department Stores. In any case where the Partnership or any objecting Party deems it reasonably necessary, any such Party may request a meeting of all interested Parties in order to resolve any dispute or differences with regard to any such objections, which meeting shall be held at a mutually convenient place within ten (10) business days after all interested Parties receive written notice of the request for such meeting. When so approved, said Plans and Specifications shall by this reference be deemed to be a part of this Agreement, and shall be available for inspection by any said Party at all reasonable times. For informational purposes, the Partnership agrees to submit to each Department Store upon completion of the construction of the Partnership Improvements "as built" drawings which show the completed improvements.

(c) Parking Deck #1 shall be part of the Common Area of the Partnership Tract and the costs of repairing and maintaining said structure shall be a Common Area Maintenance Cost as defined in Paragraph 1(p) of the ROE.

(d) Parking Deck #2 shall be constructed by the Partnership on the Partnership Tract and over part of the Penney Tract as shown on the Site Plan and Penney hereby grants to the Partnership a temporary license to enter upon the Penney Tract to construct said Parking Deck. In addition, Penney hereby grants to the Partnership, its successors and assigns, an easement in, on and over that area on the Penney Tract labelled "Parking Deck #2" on Exhibit "B" and a fifteen (15) foot non-exclusive easement ("Partnership Easement") over that part of the common area of the Penney Tract immediately adjacent to Parking Deck #2 for purposes of erection, installation, reconstruction and maintenance of said Deck for so long as said Parking Deck is located thereon, it being understood and agreed that said structure is to be owned by the Partnership and considered part of the Common Area, with the costs of operation, maintenance and repair

thereof to be included in Common Area Costs, as set forth in Paragraph 1(p) of the ROE.

(e) The Partnership shall indemnify and hold each of the Department Stores harmless from and against any and all liens, claims, actions, damages, causes of action, liability and expense incurred or claimed in connection with the construction of the Partnership Improvements including, but not limited to, those claims, actions, damages, liability and expenses incurred or claimed in connection with the loss of life, personal injury or property damage arising out of the construction, attachment and maintenance of the Partnership Improvements except that as respects any Party claiming the right to be indemnified hereunder, there shall be excepted from such indemnity any such claims, actions, damages, liability and expense arising solely from or as a result of the act or omission of the Party so claiming the right to be indemnified, or of the agents, contractors or employees of such Party. The Partnership shall require its contractors to furnish payment and performance bonds with respect to the Partnership Improvements.

31. <u>Carson's Improvements Related to the Renovation and Expansion</u>

(a) Carson shall have at Carson's sole cost and expense, the right but not the obligation to expand its store at the Center within the building lines shown on Exhibit "B" provided that if Carson elects to expand the Carson Store, it shall do so in compliance with those requirements dealing strictly with Carson's expansion as set forth in Ordinance No. 88-0-8 dated May 16, 1988 which is hereby incorporated herein by reference, and the following:

(i) Carson, at Carson's sole cost and expense, shall obtain all governmental permits related to Carson's Improvements.

(ii) In the event Carson elects to expand, Carson shall renovate and expand the existing Carson Store within the Permissible Building Area on its Tract, as shown on the Site Plan, Exhibit "B" hereto, so that upon completion of such work the Carson store will be expanded by up to 50,000 square feet of gross

leasable area on two levels and the public entrances on the Enclosed Mall for said store shall be as shown on the Site Plan, Exhibit "B" hereto.

(iii) In the event Carson elects to expand, Carson, at Carson's sole cost and expense, will construct a two-level parking deck over part of the Partnership Tract in that location labelled "Parking Deck #3" on Exhibit "B" hereto, said Parking Deck to contain a sufficient number of additional parking spaces to meet the overall parking ratio requirement of 4.88 parking spaces for each 1,000 square feet of gross leasable area in the Center, taking into account the additional gross leasable area of the expansion area of the Carson Store and the parking spaces lost due to the expansion of the Carson Store. Prior to the commencement of construction of said Parking Deck #3, Carson will submit Plans and Specifications related to said construction to the Partnership for its written approval which will not be unreasonably withheld, and, for informational purposes, to the remaining parties. Notwithstanding the foregoing, the Partnership shall not withhold its approval if the design and materials used in Carson's construction of Parking Deck #3 shall be in substantial conformance with the design, materials and overall quality of the parking decks already constructed on the Shopping Center Site and the parking spaces on Parking Deck #3 shall be no smaller than those of Parking Deck #2 and provided Carson's plans meet all applicable code requirements. The Partnership hereby grants to Carson, its agents, employees and contractors a temporary license (which shall terminate upon the completion of construction) to enter upon Landlord's Tract to construct said Parking Deck provided that during the period of construction, Carson, its agents, employees, and contractors shall adhere to those requirements set forth in Paragraph 32 hereof. Upon completion of construction, Parking Deck #3 shall be the property of the Partnership and the Parties agree that said structure shall thereafter become part of the Common Area of the Center as defined in Paragraph 1, page 2, of the ROE, and the cost of operation, maintenance, and repair thereof shall be shared by the Parties as a Common Area Cost as defined in Paragraph 1(p) of the ROE.

(iv) Carson shall obtain at Carson's sole cost and expense, all necessary governmental permits for any new signage on Carson's building. No illuminated signs shall be located on the west side of Carson's addition. No portion of the addition shall be illuminated at any point ten feet or more above grade level and all of Carson's signs must conform to the requirements of Article 14(j) of the ROE.

(v) Should Carson elect to expand, Carson shall, at its sole cost and expense, relocate and/or construct a new Carson building perimeter sidewalk and all landscaping and planted areas between the exterior perimeter walls of its building and its said building perimeter sidewalk and its own truck dock, all in accordance with the Design Criteria therefor, prepared by Carson's architect. The Design Criteria for construction of the addition to Carson's building shall be submitted by Carson to the remaining Parties for informational purposes only at least forty-five (45) days prior to the commencement of such construction. Such design criteria for the construction of Carson's planned Improvements shall show the locations and exterior design and appearance of the building as expanded, and the layout of the Common Area on Carson's Tract. It is the intent and agreement of the Parties that Carson's expanded building be architecturally harmonious and compatible with the rest of the building in the Center.

(vi) Carson shall indemnify the remaining Parties and hold each harmless from and against any and all liens, claims, actions, damages, causes of action, liability and expense incurred or claimed in connection with the construction of Carson's Improvements including Parking Deck #3, and any site work related thereto, including, without limitation, those claims, actions, damages, liability and expenses incurred or claimed in connection with the loss of life, personal injury or property damage arising out of the construction of Carson's Improvements, except that as respects any Party claiming the right to be indemnified hereunder, there shall be excepted from such indemnity any such claims, actions, damages, liability and expense

arising solely from or as a result of the act or omission of the Party so claiming the right to be indemnified, or the agents, contractors or employees of such Party. Carson shall require its contractors to furnish payments and performance bonds for such work, including the Partnership as an additional obligee with respect to the work to be performed by Carson on the Partnership's Tract.

(vii) Upon completion of Carson's expansion, Carson shall promptly submit to each of the remaining Parties "as built" drawings which show the completed improvements.

(viii) With respect to Carson's expansion and Carson's construction of Parking Deck #3, the remaining Parties hereby acknowledge their consent to Carson's expansion and parking deck construction as shown on the Exhibit "B" Site Plan and that except for approval by the Partnership of Carson's plans and specifications for Carson's Improvements pursuant to Section 31(a)(iii) hereof and except for necessary governmental permits and approvals, no further consents are required of Carson in connection with such expansion and parking deck construction.

(b) In the event Deck #3 is constructed by Carson, the Parties hereby agree to permit Ward to install a pylon sign on the north side of Deck #3, subject to (1) the approval by the Village of North Riverside, and (2) the approval of the remaining Parties with respect to the location and size of said pylon sign.

32. <u>Cooperation</u>.

(a) Recognizing that the construction of Improvements may or will reasonably be expected to affect the Center, both the Partnership and Carson will use their best efforts to cause their work to be done in such a manner as will not unduly interfere with the operation of the Center and the use and enjoyment thereof by each other and the remaining Parties and their successors, assigns, employees, agents and invitees. Except for construction work in the interior of the Carson store or of the shops on Landlord's Tract, no construction connected with this refurbishing of the Center shall take place between

November 1 and January 2 of any year. The Partnership and Carson shall take and observe all necessary precautions to prevent and avoid any undue interference with or interruption of the normal operation of the Center or any injury to persons or property during the performance of their work, and shall confine the storage of materials and the staging of construction to the staging areas shown crosshatched on the Site Plan on Exhibit "C" hereto. In the performance of such work and construction, each Party shall comply with all valid and applicable laws and ordinances. [] The Partnership and Carson, as to their respective work, will use their best efforts to: (i) prohibit their respective construction employees from using the restrooms and other public facilities in the Center while they are on the job; (ii) require respective construction workers to park their motor vehicles only in those areas designated in advance by the manager of the Center; (iii) require their respective contractors to indemnify, defend and hold harmless the other Parties to this Agreement from and against any and all claims, demands, actions, damages, liabilities and expense in connection with bodily injury, including death, and damage to property, or any of them, occasioned wholly or in part by any act or omission of such contractors and to maintain comprehensive (or commercial) general liability insurance coverage of the same type and in the same amounts as required herein; and (iv) cause no mechanic's or materialman's liens to be placed against any of the Parties' real estate and in the event such a lien is filed, the Partnership or Carson, as the case may be, shall cause such lien to be released within 30 days of its attachment, either by posting bond or by paying off the outstanding amount.

(b) The Partnership and Carson, in performing alteration or construction of their respective Improvements hereunder shall take all necessary safety measures, including, but not by way of limitation, the erection of barricades (which shall be kept free of offensive advertising matters) as shall be reasonably required to protect the persons and property of all Parties, occupants and permittees, as well as all persons performing such work or construction, from injury or damage caused by, or resulting from, any work or construction related to the Improvements performed by or on behalf of the Partnership or Carson.

(c) It is understood and agreed that whenever Section 10 of the ROE calls for the submission of items to the Project Architects, this requirement shall not apply with regard to work being done by Carson or the Partnership in connection with the renovation and expansion of the Center, and the following requirements shall instead apply: prior to the commencement of any site work upon any part of the Center, the Partnership and Carson, as to their respective work, shall submit all engineering and/or architectural designs ("Design Criteria") and all Plans and Specifications, and any modifications thereto for such site work to each Party for its information or approval, as herein provided. All such work and construction shall comply with such Plans and Specifications.

(d) Approval or review of any matter pertaining to such work, construction of public improvements to be made by the Partnership or by Carson under either the provisions of this Agreement or the requirement of a governmental authority shall be made by a representative of the Parties as follows:

For the Partnership:

Riverside Mall Associates
c/o M.S. Management Associates, Inc.
115 W. Washington Street
Post Office Box 7033
Indianapolis, Indiana 46207
Attention: Construction Department

Carson: CPS Realty Partnership
c/o P. A. Bergner & Co.
Attention: Vice President Real Estate
331 Wisconsin Avenue
Milwaukee, Wisconsin 53203

Ward: Montgomery Ward & Company, Inc.
One Montgomery Ward Plaza
619 West Chicago Ave.
Chicago, IL 60671
Attention: Vice President Real Estate

Penney: J. C. Penney Co., Inc.
Attention: Construction Service Manager
One Century Center
1750 East Golf Road
Schaumburg, Illinois 60173-5049

subject to the right of each such Party to designate a different representative by notice given pursuant to Section 28 of the ROE. Such approvals shall not be

unreasonably denied, withheld or delayed by any Party in any case. The addresses set forth above are not intended to change or modify the addresses of each Party for notice as currently set forth in the ROE.

(e) Notwithstanding any other provisions in this Agreement or the ROE as amended, the Partnership shall be responsible for the performance, supervision and management of the site work in connection with the

Partnership's alteration and expansion of the Center on the Partnership Tract and in connection with the construction of the Parking Deck #2 over part of the Penney Tract as shown on the Site Plan, Exhibit "B". Carson shall be responsible for the performance, supervision and management of the site work in connection with the construction and alteration of its own Building and of the construction of the Parking Deck #3 to be located on part of the Partnership Tract in that location shown on Exhibit "B". Work shall be done and performed by either the Partnership or Carson, as the case may be, pursuant to a contract or contracts by and between the contractor or contractors and the Partnership or Carson, as the case may be. The Partnership, as to its improvements and related work and Carson as to its improvements and related work shall make all payments of money due said contractors from time to time.

(f) During the period of construction, the Partnership and Carson shall each maintain Builder's Risk Insurance covering the Partnership, Carson, and their respective contractors, against loss or damage by fire, vandalism and malicious mischief and such other risks as are customarily covered by a so-called "Extended Coverage Endorsement" upon all of Partnership's or Carson's Improvements in place, as the case may be and all materials stored at the site of such Work, and all materials, equipment, supplies and temporary structures of all kinds incidental to such work and equipment, all while forming a part of or contained in such improvements or temporary structures, or while on the actual work site or within 100 feet thereof, or when adjacent thereto, while on sidewalks, streets or alleys, all to the full insurable value thereof at all times. Both the Partnership and Carson agrees to require all contractors and subcontractors engaged in the performance of their respective Work to effect and maintain and deliver to the

Partnership and the remaining Parties certificates evidencing the existence of, and covering the Partnership, Carson, their respective contractors, and the Remaining Parties prior to commencement of such work and until completion thereof, the following insurance coverages:

(i) Workmen's Compensation Insurance in accordance with the laws of the State, including the Employer's Liability Insurance to the limit of not less than $500,000.00 per occurrence.

(ii) Comprehensive General Liability Insurance, excluding "Automobile Liability" against personal injury, including death and property damage to the limits of $3,000,000.00 per occurrence.

(iii) Automobile Insurance, including "non-owned" automobiles, against personal injury, including death, property damage, to the limits of $3,000,000.00 per occurrence.

(g) With respect to the designation of employee parking areas, as permitted under Paragraph 11(b) of the ROE, Penney, Carson and Ward hereby agree that they shall prohibit their employees from parking in that area labelled "No Employee Parking" on Exhibit "B" hereto. Notwithstanding the foregoing, the aforesaid employee parking restriction shall promptly terminate upon Madigan's (or its assignee's) ceasing to operate in the Center. Penney, Carson and Ward further agree to take affirmative steps to cause their employees to park their vehicles in areas of the Center permitted for employee parking. Likewise, the Partnership shall enforce all rules and regulations in any lease between the Partnership and a tenant of the Partnership with regard to requiring the employees of said tenants to park in certain areas designated in said lease as employee parking areas.

III. The following is added to subsection 14(j) of the ROE:

Due to the upgrading and/or relocation of entrances to the Enclosed Mall as part of the Renovation and Expansion, the existing exterior Madigan's and Carson signs shall be relocated as shown on sign drawings prepared by D. I. Design & Development Consultants, Inc.,

and dated October 9, 1989, which were submitted by the Partnership to the Department Stores for their review and approval by letter dated October 19, 1989 and which are hereby incorporated herein by reference.

IV. The following is hereby added as subsection (f) of paragraph 2 of the ROE:

(f) Each Department Store hereby authorizes the Partnership to execute an easement agreement ("Agreement") with the Village of North Riverside, Illinois ("Village"), in which the Village grants an easement to the Partnership related to the construction of a berm on land owned by the Village adjacent to the Center and in which the Partnership agrees to construct, reconstruct, repair, replace, operate and maintain that part of said berm located on Village property. Notwithstanding the foregoing, the Parties hereby agree that the costs related to the maintenance, operation and repair of said berm shall be a Common Area Cost as defined in paragraph 1(p) of the ROE, as well any annual payments due to the Village for the use of the easement area.

V. A) Ward contemplates subleasing approximately 24,000 square feet of gross leasable area of the Ward building to Office World, Inc., with the understanding that Ward shall remain fully liable for the performance of its obligations under the ROE, as amended. Under separate agreement, the remaining Parties have approved exhibits submitted by Ward for the exterior signs of the Kid's, Electric Avenue and Office World stores in the Ward Building.

B) The second and third sentences of Section 14(b-1) of the ROE are hereby deleted therefrom and rendered of no further force and effect, and the following paragraph is hereby added as subparagraph 14(b-3):

"14(b-3) Nothing contained herein shall be deemed to prohibit any Department Store, during the 10-year period referred to in Subsection (b) of this Section 14, from leasing or subleasing its Store (including in the case of Penney and Ward, the buildings designated 'Penney TBA' and 'Ward TBA') or any part thereof, so long as such Department Store causes such lessee(s) or sublessee(s) to operate in

accordance with the provisions of Section (b) and (b-1) of this Section 14."

VI. The following notice addresses hereby replace those notice addresses set forth in Section 28 of the ROE:

For the Partnership:

a) Riverside Mall Associates
c/o M.S. Management Associates, Inc.
115 W. Washington Street
Post Office Box 7033
Indianapolis, Indiana 46207
Attention: Construction Department

b) NRP Corporation:

Ernest Greenberger
c/o Greenberger, Krauss & Tennenbaum
Chartered
180 North LaSalle Street
Suite 32700
Chicago, Illinois 60601

Copies to:

Postel Investment Management Ltd.
Standon House
21 Mansell Street
London, England E1 8AA
Attention: Chief Executive

and

Heitman Advisory Corp.
180 North LaSalle Street
Suite 3600
Chicago, Illinois 60601
Attention: Mr. Peter Katseff

Carson: CPS Realty Partnership
c/o P. A. Bergner & Co.
Attention: General Counsel
331 Wisconsin Avenue
Milwaukee, Wisconsin 53203

CT&T: Chicago Title and Trust Company
111 West Washington Street
Chicago, Illinois 60602
Attention: Susan Becker

Ward: Montgomery Ward & Company, Inc.
One Montgomery Ward Plaza
619 West Chicago Ave.
Chicago, IL 60671
Attention: Vice President Real Estate

Penney: J. C. Penney Co., Inc.
Attention: Regional Real Estate Attorney
One Century Center
1750 East Golf Road
Schaumburg, Illinois 60173-5049

VII. Unless changed pursuant to this Third Amendment, all terms and conditions and reciprocal easements contained in the ROE remain in full force and effect as established therein and except as otherwise defined herein, defined terms shall have the same definition as set forth in Section 1 of the ROE. In the event any provision of this Third Amendment conflicts with a provision of the ROE, the provisions of this Third Amendment shall supersede such conflicting language.

VIII. This Third Amendment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

IX. This Third Amendment may be signed by the Parties in counterparts and shall constitute an agreement binding on all parties, notwithstanding that all the parties are not signatories to the original or the same counterpart, provided all parties are furnished a copy or copies thereof reflecting the signatures of all parties, including those required to consent.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed and executed as of the day and year first above written.

NORTH RIVERSIDE PARTNERSHIP, an Illinois partnership

By: NRP Corporation, an Illinois corporation, General Partner

By: _____

Attest: _____ Title: _____

Title: _____

By: Riverside Mall Associates, an Illinois limited partnership, General Partner

By: _____
General Partner

By: _____
General Partner

VII. Unless changed pursuant to this Third Amendment, all terms and conditions and reciprocal easements contained in the ROE remain in full force and effect as established therein and except as otherwise defined herein, defined terms shall have the same definition as set forth in Section 1 of the ROE. In the event any provision of this Third Amendment conflicts with a provision of the ROE, the provisions of this Third Amendment shall supersede such conflicting language.

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IX. This Third Amendment may be signed by the Parties in counterparts and shall constitute an agreement binding on all parties notwithstanding that all the parties are not signatories to the original or the same counterpart, provided all parties are furnished a copy or copies thereof reflecting the signatures of all parties, including those required to consent.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed and executed as of the day and year first above written.

NORTH RIVERSIDE PARTNERSHIP, an Illinois partnership

By: NRP Corporation, an Illinois corporation, General Partner

By: _____

Title: VICE PRESIDENT

Attest: _____

Title: _____

By: Riverside Mall Associates, an Illinois limited partnership, General Partner

By: _____
General Partner

"Partnership"

93005191

(J:\REAS\NRIVER.CLN)
January 30, 1991

J. C. PENNEY PROPERTIES, INC., a Delaware Corporation

Attest:

By: _____ Vice President

"Penney"

APPROVED ATTORNEY

_____ Secretary

MONTGOMERY WARD DEVELOPMENT CORPORATION, a Delaware Corporation

Attest:

By: _____ Vice President and Treasurer

_____ Secretary

"Ward"

CPS REALTY PARTNERSHIP, a _____ partnership

Attest:

By: _____

Title: _____

_____ Secretary

"Carson"

CHICAGO TITLE AND TRUST COMPANY as Trustee under Trust #1085900 dated June 15, 1985

Attest:

By: _____

_____

Title: _____

93005191

(J:\REAS\MRIVER.CLN)
January 30, 1991

J. C. PENNEY PROPERTIES, INC., a Delaware Corporation

Attest: By: _____
Vice President

"Penney"

_____ Secretary

MONTGOMERY WARD DEVELOPMENT CORPORATION, a Delaware Corporation

Attest: By: _____
Vice President and Treasurer

"Ward"

_____ Secretary

CPB REALTY PARTNERSHIP, an Illinois Partnership
By: Carson Pirie Scott & Co., its general partner

Attest: By: Paul E. Ruby
Title: Vice President - Real Estate

"Carson"

_____ Secretary

CHICAGO TITLE AND TRUST COMPANY as Trustee under Trust #1085900 dated June 13, 1985
AND NOT PERSONALLY
By: _____
Title: Asst. Vice President

Attest:

Asst. Secretary

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purport to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as said Trustee, and that no personal liability or personal responsibility is asserted by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

93005191

(J:\REAS\NRIVER.CLN)
January 30, 1991

J. C. PENNEY PROPERTIES, INC., a Delaware Corporation

Attest: By: _____
Vice President

"Penney"

_____
_____ Secretary

MONTGOMERY WARD DEVELOPMENT CORPORATION, a Delaware Corporation

Attest: By: _____
Vice President and Treasurer

_____ Secretary

"Ward"

CPR REALTY PARTNERSHIP, a _____ partnership

Attest: By: _____
Title: _____

_____
_____ Secretary

"Carson"

CHICAGO TITLE AND TRUST COMPANY as Trustee under Trust #1085900 dated June 15, 1985

Attest: By: _____

_____ Title: _____

(J:\REAS\MRIVER.CLM)
January 30, 1991

STATE OF)
COUNTY OF) SS:

BEFORE ME, a Notary Public in and for said County and State, Melvin Simon and personally appeared Herbert Simon, general partners of ~~NORTH~~ RIVERSIDE MALL ASSOCIATES, general partner of North Riverside Partnership, who acknowledged execution of the foregoing instrument for and on behalf of said Partnership by authority of its Partnership Agreement, and that the same is his free act and deed both personally and as such partner.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Indianapolis, Indiana this 31 day of March, 1992

My Commission Expires:

_____

My County of Residence:

_____

Julie A. Willis
Notary Public

_____
Printed

JULIE A. WILLIS, Notary Public
County of Residence: Marion
My Commission Expires: April 24, 1994

STATE OF)
COUNTY OF) SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared _____, _____ President of NRP CORPORATION, general partner of North Riverside Partnership, who acknowledged execution of the foregoing instrument for and on behalf of said corporation as general partner of said Partnership, 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at _____, _____ this _____ day of _____, 1991.

My Commission Expires:

_____

_____
Notary Public

_____
Printed

My County of Residence:

_____

STATE OF)
) SS:
COUNTY OF)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Herbert Simon, general partner of NORTH RIVERSIDE MALL ASSOCIATES, general partner of North Riverside Partnership, who acknowledged execution of the foregoing instrument for and on behalf of said Partnership by authority of its Partnership Agreement, and that the same is his free act and deed both personally and as such partner.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at _____, _____ this _____ day of _____, 1992.

My Commission Expires:

_____

My County of Residence:

_____

_____
Notary Public

_____
Printed

STATE OF Illinois)
) SS:
COUNTY OF Cook)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Roger Smith, Vice President of NRP CORPORATION, general partner of North Riverside Partnership, who acknowledged execution of the foregoing instrument for and on behalf of said corporation as general partner of said Partnership, 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Chicago, Illinois this 3rd day of April, 1992.

My Commission Expires:

2/11/95

My County of Residence:

Cook

Dora P. Urdiales
Notary Public

Dora P. Urdiales
Printed

"OFFICIAL SEAL"
DORA P. URDIALES
Notary Public, State of Illinois
My Commission Expires Feb. 11, 1995

93065191

(J:\REAS\NRIVER.GLN)
January 30, 1991

STATE OF)
COUNTY OF) SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared RAYMOND J. SHAW, Vice-President of J. C. PENNEY PROPERTIES, INC., a Delaware corporation, who acknowledged execution of the foregoing instrument for and on behalf 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.

IN TESTIMONY WHEREOF, I have hereto set my hand and official seal, at Dallas, Texas, this 13th day of February, 1991.

My Commission Expires:

CAROLYN L. RODRIGUES
MY COMMISSION EXPIRES
April 14, 1993

Carolyn L. Rodrigues
Notary Public

My County of Residence:
Dallas

CAROLYN L. RODRIGUES
Printed

STATE OF)
COUNTY OF) SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared _____, general partner of CPS REALTY PARTNERSHIP, who acknowledged execution of the foregoing instrument for and on behalf of said Partnership by authority of its Partnership Agreement, and that the same is his free act and deed both personally and as such partner.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at _____, _____ this _____ day of _____, 1991.

My Commission Expires:

_____ _____
Notary Public

My County of Residence:

_____ _____
Printed

(J:\REAS\MRIVER.CLN)
January 30, 1991

STATE OF)
COUNTY OF) SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared _____, _____ President of J. C. PENNEY PROPERTIES, INC., a Delaware corporation, who acknowledged execution of the foregoing instrument for and on behalf 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.

IN TESTIMONY WHEREOF, I have hereto set my hand and official seal, at _____, this _____ day of _____, 1991.

My Commission Expires:

_____ _____
Notary Public

My County of Residence: _____
Printed

_____

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE) SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared Paul E. Ruby ~~Vice President - Real Estate~~ Carson Pirie Scott, General partner of CPS REALTY PARTNERSHIP, who acknowledged execution of the foregoing instrument for and on behalf of said Partnership by authority of its Partnership Agreement, and that the same is his free act and deed both personally and as such partner.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at MILWAUKEE, WISCONSIN this 6th day of June, 1991.

My Commission Expires:
3/27/94

S. Marek
Notary Public

My County of Residence:
MILWAUKEE

S. Marek
Printed

(J:\REAS\NRIVER.CLN)
January 30, 1991

STATE OF Illinois
COUNTY OF Cook } SS:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Spencer H. Heine known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said MONTGOMERY WARD DEVELOPMENT CORPORATION, a corporation, and that he executed the same as the act of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17th day of March, 1992

My Commission Expires:

_____

Cynthia L. Bartnik
Notary

Cynthia L. Bartnik
Printed

My County of Residence:
Cook

"OFFICIAL SEAL"
CYNTHIA L. BARTNIK
Notary Public, State of Illinois
My Commission Expires 6/3/92

STATE OF)
COUNTY OF) SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared _____, _____ of CHICAGO TITLE AND TRUST COMPANY, who acknowledged execution of the foregoing instrument for and on behalf 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at _____, _____ this _____ day of _____, 1991.

My Commission Expires:

_____

_____
Notary Public

_____
Printed

My County of Residence:

_____

(J:\REAS\MRIVER.CLM)
January 30, 1991

STATE OF)
COUNTY OF) SS:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said MONTGOMERY WARD DEVELOPMENT CORPORATION, a corporation, and that he executed the same as the act of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 1991.

My Commission Expires:

_____

_____
Notary

_____
Printed

My County of Residence:

_____

STATE OF IL)
COUNTY OF COOK) SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared KAREN MICHEL & SUSAN BECKER of CHICAGO TITLE AND TRUST COMPANY, who acknowledged execution of the foregoing instrument for and on behalf 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at CHICAGO, ILLINOIS this 6th day of August, 1991.

My Commission Expires:

_____

Aida Di Mayo
Notary Public
AIDA DI MAYO
Printed

My County of Residence:

_____

"OFFICIAL SEAL"
Aida Di Mayo
Notary Public, State of Illinois
My Commission Expires 5/10/94

(J:\REAS\NRIVER.CLN)
January 30, 1991

"OFFICIAL SEAL"
Alda Di Mayo
Notary Public, State of Illinois
My Commission Expires 5/10/94

CONSENT

The undersigned, NORTHWARD ASSOCIATES, a Connecticut Limited Partnership, having a leasehold estate interest in the Ward Tract [as the term is defined in the REA referred to in the foregoing Third Amendment to Reciprocal Operation and Easement agreement of which this Consent forms a part] and a fee interest in the improvements located thereon, hereby consents to, and approves of, the terms, conditions and amendments contained in the foregoing Third Amendment to Reciprocal Operation and Easement Agreement and hereby agrees that the rights and interests of the undersigned in the Ward Tract and the improvements located thereon, are subject and subordinate to the terms, conditions and provisions contained in the foregoing Third Amendment to Reciprocal Operation and Easement Agreement and the rights of the parties and their respective successors and assigns thereunder.

NORTHWARD ASSOCIATES
a Connecticut Limited Partnership

By: MONTGOMERY WARD DEVELOPMENT CORPORATION, General Partner

WITNESS: _____

By: _____ Vice President

Attest: _____ Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Cynthia L. Bartnik, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Spencer H. Hewes Vice President, and Stephen D. Dell Secretary of MONTGOMERY WARD DEVELOPMENT CORPORATION, a Delaware corporation, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument as such Vice President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as such Vice President and Secretary, respectively, and as the free and voluntary act of NORTHWARD ASSOCIATES, a Connecticut Limited Partnership, of which said corporation is the General Partner, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 17th day of March, 1992.

Cynthia L. Bartnik
Notary Public

My Commission Expires:

"OFFICIAL SEAL"
CYNTHIA L. BARTNIK
Notary Public, State of Illinois
My Commission Expires 6/3/92

9269C

EXHIBIT A

PART I - PARTNERSHIP TRACT

Partnership Parcel "D": That Part of the Northeast Quarter of Section 28, Township 39 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois bounded and described as follows:

Beginning at a point 40 feet West of the West line of the North-South Illinois Central Railroad Right-Of-Way and 50 feet South of the North line of said quarter section; thence due West along a straight line 50 feet South of and parallel with the North line of said Northeast Quarter a distance of 419.70 feet to a point; thence due South along a straight line a distance of 210.00 feet to a point; thence due West along a straight line a distance of 50.00 feet to a point; thence due South along a straight line a distance of 468.00 feet to a point; thence due West along a straight line a distance of 427.38 feet to a point; thence due South along a straight line a distance of 238.5 feet to a point;

thence due East along a straight line a distance of 136.38 feet to a point; thence due South along a straight line a distance of 303.00 feet to a point; thence due West along a straight line a distance of 120.00 feet to a point; thence due South along a straight line a distance of 238.5 feet to a point; thence due East along a straight line a distance of 484.00 feet to a point; thence due South along a straight line a distance of 200.00 feet to a point; thence due East along a straight line a distance of 200.00 feet to a point; thence due North along a straight line a distance of 943.00 feet to a point; thence due East along a straight line a distance of 190.01 feet to a point; thence North 0°-06'-18" West along a straight line a distance of 715 feet to the point of beginning.

Containing 856,769.35 square feet or 19.6687 acres.

Partnership Parcel "R" (Retention Basin): That part of the Northeast Quarter of Section 25, Township 39 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois bounded and described as follows:

Beginning at a point in the Westerly line of the North-South Illinois Central Railroad Right-Of-Way which is 2020.46 feet South of the North line of said Quarter Section; thence South 67°-01'-23" West along a straight line a distance of 449.89 feet to a point in the Northerly line of the Easterly-Westerly Illinois Central Railroad Right-Of-Way; thence South 67°-12'-02" East along said Northerly Right-Of-Way line of the Illinois Central Railroad Right-Of-Way a distance of 450.00 feet to a point; thence North 0°-06'-18" West along a straight line a distance of 350.00 feet to the point of beginning.

Containing 72,540.73 square feet or 1.6653 acres.

Partnership Parcel "E": That part of the Northeast Quarter of Section 25, Township 39 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois bounded and described as follows:

Commencing at the intersection of the Southerly line of the Easterly-Westerly Illinois Central Railroad Right-Of-Way with the Northerly line of 26th Street; thence North 87°-48'-59" West along said northerly line of 26th Street a distance of 656.43 feet to a point of beginning; thence northerly along a curved line concave westerly with a central angle of 26° and a radius of 149 feet, a distance of 67.61 feet; with a chord distance of 67.04 feet, and a chord bearing of North 10°-48'-53" West, to a point of tangency; thence North 23°-48'-53" West along a straight line tangent to the last described curve at the last described point, a distance of 118.05 feet to a point of curvature; thence northerly along a curved line concave easterly with a radius of 249 feet, and a central angle of 26°-13'-33", a

distance of 113.95 feet with a chord distance of 112.96 feet, and a chord bearing of North 10°-42'-15" West to a point on the Southerly line of the Easterly-Westerly Illinois Central Railroad; thence North 67°-12'-02" West along said Southerly Right-Of-Way line of the Illinois Central Railroad, a distance of 81.89 feet to a point; thence southerly along a curved line concave easterly with a radius of 327 feet and a central angle of 31°-13'-37", a distance of 178.22 feet, with a chord distance of 176.02 feet, and a chord bearing of South 8°-12'-04" East, to a point of tangency; thence South 23°-48'-53" East along a straight line, tangent to the last described curve at the last described point, a distance of 118.05 feet to a point of curvature; thence southerly along a curved line, tangent to the last described line at the last described point, concave westerly, with a radius of 71 feet; and a central angle of 16°-09'-39", a distance of 20.03 feet to a point on said Northerly line of 26th Street; thence easterly along said Northerly line of 26th Street, a distance of 29.97 feet to the point of beginning.

Containing 23,991.73 square feet or 0.5508 acres.

being a curved line concave to the South, having a radius of 1591.86 feet, an arc

Partnership Parcel "F" (Leasehold Interest): That part of the Illinois Central Railroad Right-Of-Way in the Northeast Quarter of Section 25, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois; bounded and described as follows:

Commencing at the intersection of the Westerly line of the North-South Illinois Central Railroad Right-Of-Way with the Northerly line of the Easterly-Westerly Illinois Central Railroad Right-Of-Way; thence North 67°-12'-02" West along said Northerly line of the Illinois Central Railroad Right-Of-Way a distance of 426.84 feet for a point of beginning; thence continuing North 67°-12'-02" West along said Northerly line of the Illinois Central Railroad Right-Of-Way a distance of 100 feet to a point; thence Southwesterly, forming a right angle with the last described course, a distance of 100 feet to a point on the Southerly line of said Easterly-Westerly Illinois Central Railroad Right-Of-Way; thence South 67°-12'-02" East along said Southerly Railroad Right-Of-Way line a distance of 100 feet to a point; thence Northeasterly, forming a right angle with the last described course, a distance of 100 feet to the point of beginning.

Containing 10,000 square feet or 0.2295 acres.

Partnership Parcel "B": That Part of the Northeast Quarter of Section 25, Township 39 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois bounded and described as follows:

Beginning at a point 75.00 feet South of the North line and 148.00 feet East of the West line of the Northeast Quarter of said Section; thence South 0°-10'-52" East along a straight line a distance of 155.00 feet to a point; thence due West along a straight line a distance of 80.00 feet to a point; thence North 0°-10'-52" West along a straight line a distance of 115.00 feet to a point; thence North 44°-54'-34" East along a straight line a distance of 56.48 feet to a point; thence due East along a straight line a distance of 40.00 feet to the point of beginning.

Containing 11,599.97 square feet or 0.2663 acres.

9 3 0 0 5 1 9 1

PARTNERSHIP PARCEL "C"

THAT PART OF THE ILLINOIS CENTRAL RAILROAD RIGHT OF WAY IN THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT INTERSECTION OF THE WESTERLY LINE OF THE NORTH-SOUTH ILLINOIS CENTRAL RAILROAD RIGHT OF WAY (WHICH IS THE WEST LINE OF THE EAST 1273.75 FEET OF SAID NORTH EAST 1/4) WITH THE NORTHERLY LINE OF THE EASTERLY-WESTERLY ILLINOIS CENTRAL RIGHT OF WAY, SAID POINT BEING 1273.75 FEET WEST AND 2370.46 FEET SOUTH OF THE NORTH EAST CORNER OF SAID NORTH EAST 1/4; THENCE NORTH ALONG THE WEST LINE OF THE EAST 1273.75 FEET OF SAID NORTH EAST 1/4 A DISTANCE OF 2370.46 FEET TO A POINT ON THE NORTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 25; THENCE EAST ALONG SAID NORTH LINE OF THE NORTH EAST 1/4 OF SECTION 25 A DISTANCE OF 100 FEET TO A POINT ON A LINE WHICH IS 1173.75 FEET WEST OF AND PARALLEL TO SAID EAST LINE OF THE NORTH EAST 1/4 OF SAID SECTION 25; THENCE SOUTH ALONG SAID LINE WHICH IS 1173.75 FEET WEST OF AND PARALLEL TO SAID EAST LINE OF THE NORTH EAST 1/4 OF SECTION 25

93005791

PLAT

1-5-93

SEE PLAT BOOKS