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4448-5579

Prepared by and after recording return to:

Deborah J. Eichner, Esq.
Hughes & Luce, L.L.P.
1717 Main Street, Suite 2800
Dallas, TX 75201



94970980

PROPERTY NO.: 1938(IV)
CITY: Bedford Park
STATE: Illinois

DEPT-01 RECORDING \$39.50
SHORT FORM OF GROUND LEASE T#0011 TRAM 4599 11/15/94 16:10:00
\$6140 + RV *-94-970980
COOK COUNTY RECORDER

SHORT FORM OF GROUND LEASE, dated as of November 1, 1994, between WAL-MART STORES, INC., a Delaware corporation having an address at 702 S.W. 8th Street, Bentonville, Arkansas 72716 ("Ground Lessor"), and William J. Wade, not individually but solely as owner trustee of Retail Trust IV, created under the Retail Trust IV Trust Agreement dated as of November 1, 1994, having an address at c/o Wilmington Trust Company, 1100 N. Market Street, Rodney Square North, Wilmington, Delaware 19890-0001 ("Ground Lessee").

W I T N E S S E T H:

1. Ground Lessor, pursuant to a Ground Lease (the "Ground Lease"), dated of even date herewith, has demised and leased to Ground Lessee, and Ground Lessee leases from Ground Lessor, upon and subject to the terms, covenants and conditions set forth therein (i) all right, title and interest of Ground Lessor in and to the parcel of land (the "Land") situated in the City of Bedford Park, County of Cook, State of Illinois, more particularly described on Exhibit "A" attached hereto and made a part hereof, and (ii) all right, title and interest of Ground Lessor in and to all easements, rights and appurtenances relating to the Land (other than buildings and other structures and fixtures now or hereafter located on the land) (collectively, the "Demised Premises"). All capitalized terms not defined herein are as defined in the Ground Lease.

2. The term of the Ground Lease commences on November 10, 1994 and expires on January 2, 2050.

3. Ground Lessee has certain options to purchase the Demised Premises from Ground Lessor, upon the terms and conditions more particularly set forth in Section 13 of Ground Lease.

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4. Ground Lessee has certain options to terminate the Ground Lease prior to the scheduled expiration of the term of the Ground Lease, upon the terms and conditions set forth in Section 14 of the Ground Lease.

5. The Ground Lease will automatically terminate prior to the end of its scheduled term, upon certain circumstances set forth in Section 14 of the Ground Lease.

6. Certain property may be substituted for the Demised Premises, upon the terms and conditions more particularly set forth in Section 14 of the Ground Lease.

7. This Memorandum of Ground Lease shall be released upon the expiration or earlier termination of the Ground Lease.

8. This instrument is intended only to be a Memorandum of the Ground Lease and shall not be construed to vary or otherwise affect any of the provisions of the Ground Lease.

9. (a) Notwithstanding anything in the Ground Lease to the contrary, the obligations of Ground Lessee under the Ground Lease are without recourse to Ground Lessee (except to the extent of Ground Lessee's interest in the leasehold estate in the Ground Unit(s) as to which the Event of Default applies created by the Ground Lease and Ground Lessee's interest in the improvements and other property on the Land as to which the Event of Default applies and as provided in the Ground Lease) or to any beneficiary of, partner or retired partner in, or director, officer, employee or shareholder of, Ground Lessee, and no such Person shall have any personal liability for the performance of the obligations of Ground Lessee under the Ground Lease, and Ground Lessor shall look solely to the leasehold estate in the Ground Unit(s) as to which the Event of Default applies created by the Ground Lease and Ground Lessee's interest in the improvements and other property on the Land as to which the Event of Default applies, if any, for the recovery of any judgment against Ground Lessee arising out of or in any way connected with the failure to perform any obligation of Ground Lessee under the Ground Lease; provided, that the limitation on personal liability set forth in this Paragraph 9 shall not apply with respect to Ground Lessee only (a) in the case of the indemnities by Ground Lessee set forth in Sections 8 and 9 of the Ground Lease and (b) in the event of a deficiency following realization by Ground Lessor of Ground Lessee's interest in the improvements and other property on the Land, if any, to the extent of an amount equal to the maximum amount of Basic Rent payable in respect of the Ground Unit(s) as to which the Event of Default applies during any one year of the then current term (including any exercised renewal term), for which, in the case of both clauses (a) and (b), Ground Lessee (but not any beneficiary of, partner or

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retired partner in, or director, officer, employee or shareholder of, Ground Lessee) shall be personally liable; provided, further, that the limitation on personal liability set forth in this Paragraph 9 shall not in any way: (i) constitute a waiver of, or affect any of the obligations of, Ground Lessee under the Ground Lease; (ii) limit Ground Lessor's right to name Ground Lessee or any beneficiary of, partner in, or director, officer or shareholder of, Ground Lessee as a party defendant in any action or proceeding relating to the Ground Lease to the extent necessary to recover any judgment to which it is entitled under the Ground Lease; or (iii) impair any and all other rights and remedies against Ground Lessee available to Ground Lessor, including, without limitation, the remedy of specific performance.

(b) Ground Lessee's liability for the performance of its obligations under the Ground Lease will be released in the circumstances and to the extent provided in Sections 15(a) and 15(f) of the Ground Lease.

10. (a) Ground Lessee shall look only to Ground Lessor's estate and interest in the Premises for the satisfaction of Ground Lessee's remedies, for the collection of a judgment (or other judicial process) requiring the payment of money by Ground Lessor in the event of any default by Ground Lessor hereunder, and no other property or assets of Ground Lessor or its partners, officers, directors, shareholders or principals, disclosed or undisclosed, shall be subject to levy, execution or other enforcement procedure for the satisfaction of Ground Lessee's remedies under or with respect to the Ground Lease, the relationship of Ground Lessor and Ground Lessee hereunder or Ground Lessee's use or occupancy of the Premises; provided, that the limitation on personal liability set forth in this Paragraph 10 shall not in any way: (i) constitute a waiver of, or affect any of the obligations of, Ground Lessor under the Ground Lease; (ii) limit Ground Lessee's right to name Ground Lessor or any beneficiary of, partner in, or director, officer or shareholder of, Ground Lessor as a party defendant in any action or proceeding relating to the Ground Lease to the extent necessary to recover any judgment to which it is entitled under the Ground Lease; or (iii) impair any and all other rights and remedies against Ground Lessor available to Ground Lessee, including, without limitation, the remedy of specific performance.

(b) For purposes of the Ground Lease, the term "Ground Lessor" shall mean only the owner, at the time in question, of the Premises so that in the event of any transfer or transfers of title to the Premises, the transferor shall be and hereby is relieved and freed of all obligations of Ground Lessor under the Ground Lease accruing after such transfer,

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and it shall be deemed, without further agreement, that such transferee has assumed and agreed to perform and observe all obligations of Ground Lessor herein during the period it is the holder of Ground Lessor's interest under the Ground Lease.

11. It is expressly understood and agreed by the parties hereto that (i) the Ground Lease is executed and delivered by William J. Wade (the "Trustee"), not individually or personally but solely as owner trustee on behalf of Ground Lessee, in the exercise of the powers and authority conferred and vested in them as the owner trustee under the Trust Agreement, (ii) each of the representations, undertakings and agreements made in the Ground Lease by Ground Lessee are made and intended not as personal representations, undertakings and agreements by the Trustee but are made and intended for the purpose of binding only the Trust Estate created by the Trust Agreement, (iii) nothing contained in the Ground Lease shall be construed as creating any liability on the Trustee, personally, to perform any covenant either expressed or implied contained in the Ground Lease, all such liability, if any, being expressly waived by Ground Lessor and by any Person claiming by, through or under Ground Lessor and (iv) under no circumstances shall the Trustee be personally liable for the payment of any indebtedness or expenses of the Trustee or Ground Lessee under the Ground Lease or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Trustee or Ground Lessee under the Ground Lease.

IN WITNESS WHEREOF, this Short Form of Ground Lease has been duly executed and delivered pursuant to proper authority duly granted by Ground Lessor and Ground Lessee as of the date first written above.

Attest:

Allison Garrett

Name: Allison Garrett
Title: Assistant Secretary

WAL-MART STORES, INC.

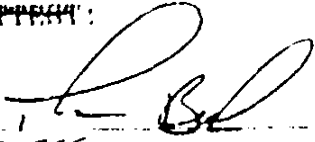
By: Terri L. Bertschy

Name: Terri L. Bertschy
Title: Treasurer

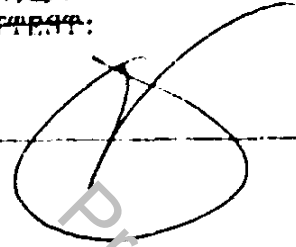
APPROVED
BY
[Signature]

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WITNESS
ATTENT:



WITNESS
ATTENT:



By:  (Seal)

William J. Wade,
acting not individually but
solely as trustee for the
trust created under the Trust
Agreement dated as of
November 1, 1994

Property of Cook County Clerk's Office

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STATE OF NEW YORK)
) nn.:
COUNTY OF NEW YORK)

Know all men by these presents that before me, the below-named Notary Public in and for the State and County named above duly commissioned to take acknowledgements, there personally appeared William J. Wade, who is personally known to me to be a person who signed the legal instrument to which this acknowledgement is attached and which was produced to me in the State and County aforesaid, and being by me first duly sworn did acknowledge before me, depose and say to me that he is a trustee of Retail Trust IV, named as one of the parties to the aforementioned legal instrument; that after being duly informed of the contents and import of such legal instrument as the trustee of such trust indicated above, he had signed the same in the name of and on behalf of such trust; that the execution of said legal instrument was the free and voluntary act and deed of said trust for the consideration, purposes, and uses set forth in such legal instrument; that he had delivered such legal instrument to the other parties thereto as such; and that on behalf of said trust he had received a true copy of such legal instrument without charge.

IN WITNESS WHEREOF, I have signed and imprinted my official notarial seal on this acknowledgement in the State and County named above on the ____ day of November, 1994.

My commission expires:

Ellen Extract
Notary Public

Printed Name: _____

ELLEN EXTRACT
NOTARY PUBLIC - State of New York
No. 31 462 0229
Qualified in Nassau County
Commission Expires March 30, 1995

05031026

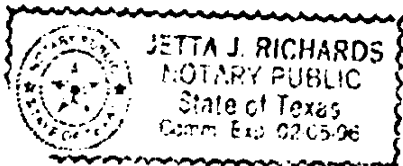
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STATE OF TEXAS §
 § ss.:
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS that before me, the below-named Notary Public in and for the State and County named above duly commissioned to take acknowledgements, there personally appeared TERRI L. BERTSCHY, who is personally known to me to be a person named in and who signed the legal instrument to which this acknowledgement is attached and which was produced to me in the State and County aforesaid, and being by me first duly sworn each did acknowledge before me, depose and say to me that she is Treasurer of WAL-MART STORES, INC., a Delaware corporation, named as one of the parties to the aforementioned legal instrument; that she knows the seal of said corporation; that the seal imprinted on the legal instrument to which this acknowledgement is attached is an imprint of the true seal of said corporation; that after being duly informed of the contents and import of such legal instrument she had signed and caused the seal of such corporation to be imprinted on such legal instrument as the officer of such corporation indicated above; that she had signed and sealed the same in the name of and on behalf of such corporation by the authority, order and resolution of its Board of Directors; that she had signed her name thereto on behalf of said corporation by like order; that the execution of said legal instrument was the free and voluntary act and deed of said corporation for the consideration, purposes, and uses set forth in such legal instrument; that she had delivered such legal instrument to the other parties thereto as such; and that on behalf of said corporation she had received a true copy of such legal instrument without charge.

IN WITNESS WHEREOF, I have signed and imprinted my official notarial seal on this acknowledgement in the State and County named above on the 9th day of November, 1994.

My commission expires: _____



Jetta J. Richards
Notary Public

Printed Name: _____

Office

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EXHIBIT A

PARCEL 1 - Legal Description

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SAID SOUTHEAST 1/4; THENCE NORTH 90 DEGREES WEST UPON THE SOUTH LINE OF SAID SOUTHEAST 1/4 175.54 FEET; THENCE NORTH 00 DEGREES, 09 MINUTES, 53 SECONDS WEST UPON A LINE WHICH LIES 175.54 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SAID SOUTHEAST 1/4, 445.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 445.00 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 21, TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES, 09 MINUTES 53 SECONDS WEST, PARALLEL WITH THE EAST LINE OF THE SAID SOUTH EAST 1/4, 550.00 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4, 691.47 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SOUTHEAST 1/4, 135.81 FEET; THENCE NORTH 53 DEGREES, 45 MINUTES, 33 SECONDS EAST, 97.63 FEET; THENCE SOUTH 29 DEGREES, 19 MINUTES, 54 SECONDS WEST 85.95 FEET; THENCE SOUTHWESTERLY, THE FOLLOWING 5 COURSES, 20.00 FEET SOUTHEASTERLY OF AND PARALLEL OR CONCENTRIC TO, THE EXISTING CENTERLINE OF A SWITCH TRACK, THENCE SOUTH 53 DEGREES, 45 MINUTES, 33 SECONDS WEST, 242.08 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 289.79 FEET; THENCE SOUTHWESTERLY UPON SAID CURVE 119.12 FEET TO ITS POINT OF TANGENT; THENCE SOUTH 30 DEGREES, 12 MINUTES, 23 SECONDS WEST, 311.78 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 399.13 FEET; THENCE SOUTHWESTERLY UPON SAID CURVE 236.43 FEET TO ITS POINT OF TANGENT; THENCE SOUTH 03 DEGREES, 43 MINUTES, 59 SECONDS EAST, 14.74 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTH 445.00 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4, 1184.60 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SAID SOUTHEAST 1/4; THENCE NORTH 90 DEGREES WEST UPON THE SOUTH LINE OF SAID SOUTHEAST 1/4, 175.54 FEET; THENCE NORTH 00 DEGREES 09 MINUTES, 53 SECONDS WEST UPON A LINE WHICH LIES 175.54 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SAID SOUTHEAST 1/4, 865.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH ON THE LAST DESCRIBED LINE 130.00 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4, 192.00 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SOUTHEAST 1/4, 130.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4, 192.37 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 2: Detention Parcel

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY (SAID LINE ALSO BEING 175 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 21) 1388.38 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 21; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 93 DEGREES 43 MINUTES 59 SECONDS FROM EAST TO NORTH WITH THE LAST DESCRIBED LINE, A DISTANCE OF 261.21 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX WESTERLY HAVING A RADIUS OF 444.15 FEET AN ARC DISTANCE OF 51.83 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE, SAID LINE BEING 25 FEET SOUTHEASTERLY OF THE CENTERLINE OF A SWITCH TRACK AND FORMING AN ANGLE OF 117 DEGREES 17 MINUTES 01 SECONDS FROM EAST TO SOUTHWEST WITH THE RADIAL LINE OF THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 136.17 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG SAID CURVED LINE CONVEX SOUTHEASTERLY HAVING A RADIUS OF 509.39 FEET, A DISTANCE OF 333.03 FEET TO A POINT ON THE SAID NORTH LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT-OF-WAY; THENCE EAST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 334 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

of Cook County Clerk's Office

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EXHIBIT A-1

Permanent Tax Number

19-21-400-043, Volume 189

Street Address

7050 S. Cicero Avenue
Bedford Park, Illinois 60638

Property of Cook County Clerk's Office

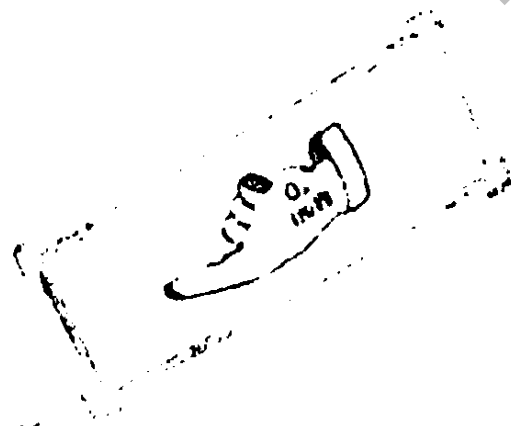
94070080

Bedford Park, Illinois

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Return to Stacie Taylor
14243 Dallas Parkway
Suite 770 LB-6
Dallas, Texas 75240