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**TWELFTH AMENDMENT TO ANNEXATION AND
DEVELOPMENT AGREEMENT (BRIDWELL - COUNTY
LINE SQUARE SHOPPING CENTER SIGNS AND FLAGPOLES)**

THIS TWELFTH AMENDMENT to Annexation and Development Agreement (Bridewell) (hereinafter referred to as "this Amendment") is made as of the 13th day of November, 1994, by and between the VILLAGE OF BERR RIDGE, an Illinois municipal corporation, Cook and DuPage Counties, Illinois ("Village"), METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation (being hereinafter referred to as "Metropolitan") and BAY STREET NUMBER ELEVEN LIMITED, a Delaware corporation (being hereinafter referred to as "Bay Street");

DEPT-01 RECORDING

477.00

W I T N E S S E T H:

746666 TRAN 2938 01/28/94 13:37:00
45143 * -94-094889
COOK COUNTY RECORDER

WHEREAS, Metropolitan, Bay Street and/or its predecessors in interest and the Village have entered into that Annexation and Development Agreement (Bridewell) dated as of May 4, 1982, and recorded in the Office of Recorder of Deeds of Cook County, Illinois, on June 29, 1982, as Document No. 26274780, as amended from time to time (hereinafter "Agreement"), which Agreement pertains to the property described in EXHIBIT A attached hereto and made a part hereof; and

WHEREAS, Metropolitan is the owner of the property described on EXHIBIT B attached hereto and made a part hereof which is a portion of the property covered by the Agreement; and

BOX 326 - MKE

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WHEREAS, Bay Street is the owner of the property described on EXHIBIT C attached hereto and made a part hereof which is a portion of the property covered by the Agreement; and

WHEREAS, the properties legally described in EXHIBIT B and EXHIBIT C attached hereto are contiguous to one another; and

WHEREAS, the parties hereto wish to amend the Agreement under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

Section 1: That the sign provisions of the Agreement be and are hereby amended to provide for additional signage and for three standard flagpoles, not to exceed thirty (30) feet in height, for the County Line Square Shopping Center development, to be located on the property of the Bay Street described in EXHIBIT C. Specifically, Metropolitan shall construct and install, and the Village shall approve permits for the construction and installation of a sign for the Shopping Center in general which includes identification of Cee Bee's Finer Foods grocery store, and for the installation and placement of three standard flagpoles, each of the poles to bear one of three governmental banners, the American flag, official State of Illinois flag and the flag of the Village of Burr Ridge. The construction, installation, design and coloring of the sign shall be in conformance with the sign plan attached hereto and

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made a part hereof as EXHIBIT D, which sign plan is entitled "Cee Bee's/County Line" prepared by Landmark Outdoor Advertising Co., Inc. and dated as last revised on August 31, 1992. It is agreed that Metropolitan may from time to time, without the consent of the Village or Bay Street, change the name of the tenants set forth on the individual tenant panels (except that a change in the name of Cee Bee's Foods to that of another tenant shall require the consent of the Village and Bay Street). It is further understood that the height of the sign as depicted in EXHIBIT D is permitted in part owing to the fact that the property where the sign is to be located is several feet below the general grade of the surrounding area.

Section 2: Bay Street agrees to grant an easement to Metropolitan to allow the sign depicted in EXHIBIT D to be placed upon Bay Street's property, said grant of easement to be in that form set forth in EXHIBIT E attached hereto and made a part hereof. Bay Street also agrees to grant an easement to Metropolitan, said grant of easement to be in that form set forth in EXHIBIT F attached hereto and made a part hereof, for the placement of the three standard flagpoles.

Section 3: Except as otherwise permitted under the Agreement or by any other applicable agreement, no other or different sign or flagpoles, as to design, kind and location shall be allowed without the prior written approval of the Village.

Section 4: Failure of any party to this Amendment to insist upon the strict and prompt performance of the terms, covenants,

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agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

Section 5: Where Village approval or direction is required by this Amendment, such approval or direction means the approval or direction of the Corporate Authorities of the Village, and any such approval may be required to be given only after and if all requirements for granting such approval have been met.

Section 6: A copy of this Amendment shall be recorded by the Village at the expense of the Village.

Section 7: This Amendment sets forth all of the promises, inducements, agreements, conditions, and understandings between the respective entities relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alterations, amendments, changes, or additions to this Amendment shall be binding upon the parties hereto unless authorized in accordance with the law and reduced to a writing signed by them.

Section 8: To that extent that any provisions herein are in conflict with the provisions of the Eleventh Amendment to Annexation and Development Agreement (Bridewell - County Line

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Square Shopping Center Parking Lot Lighting and Signs) recorded on May 13, 1992 as Document Number 92-328590, such provisions are superseded by this Agreement and are of no further legal force and effect.

Section 9: This Amendment shall be signed last by the Village and the ~~President~~ President of the Village shall affix the date on which ~~he~~ she signs this Amendment on page 1 hereof which date shall be the effective date of this Amendment.

Section 10: This Amendment shall be in full force and effect for a term of twenty (20) years from and after the date of execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on the day and year first above written.

METROPOLITAN LIFE INSURANCE COMPANY,
a New York Corporation

By: *Jeffrey S. [Signature]*
Its ASSISTANT VICE-PRESIDENT

DJA
11-22

ATTEST:

By: *Donald J. Reddy*
Its ASSISTANT SECRETARY

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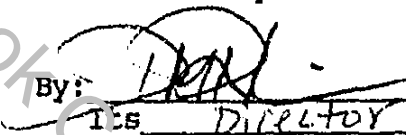
VILLAGE OF BURR RIDGE Cook and
DuPage Counties Illinois

By: 
Village President

ATTEST:

By: 
Village Clerk

BAY STREET NUMBER ELEVEN LIMITED, a
Delaware Corporation

By: 
Its Director

ATTEST:

By: 
Its Director

THIS INSTRUMENT PREPARED BY:

Scott Uhler, Esq.
Klein, Thorpe and Jenkins, Ltd.
1700 North LaSalle Street
Suite 1600
Chicago, Illinois 60601

RETURN AFTER RECORDING TO:

Marie K. Eitrheim, Esq.
Wilson & McIlvaine
500 West Madison Street
Suite 3700
Chicago, Illinois 60661

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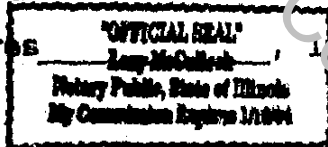
ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Emil J. Coglianese, Jr., personally known to me to be the President of the Village of Burr Ridge, and Patricia Pecora, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 13th day of JANUARY, 1993.

Commission expires _____



[Signature]
Notary Public

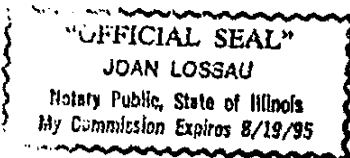
STATE OF ILLINOIS)
)
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that JEFFREY S. MOE and DONALD J. HEALY, JR. of Metropolitan Life Insurance Company, a New York corporation, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and that they appeared before me this day in person and severally acknowledged that as such ASSISTANT SECRETARY and VICE PRESIDENT they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 23rd day of November, 1993.

Commission expires 8-19, 1995.

[Signature]
Notary Public



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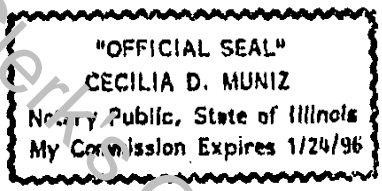
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STATE OF ^{ILLINOIS} DELAWARE)
COUNTY OF Cook) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named DAVID M. RUBIN and EDWARD BURNS of Bay Street Number Eleven Limited, a Delaware Corporation, and not individually, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Director and Director respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth; and the said _____ then and there acknowledged that said _____, as custodian of the corporate seal of said Corporation caused the corporate seal of said Corporation to be affixed to said instrument as said _____ own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 29th day of September, 1993.

Commission expires January 24, 1996. Cecilia D. Muniz
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION OF PARCELS 1 - 6

PARCEL 1

THAT PART OF THE WEST 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE WEST 1/2 OF SAID SECTION 30; THENCE SOUTH 00 DEGREES 06 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 30, 478.31 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF PERMANENT EASEMENT FOR HIGHWAY PURPOSES (INTERSTATE ROUTE 55) AS PER INSTRUMENT RECORDED AUGUST 12, 1959 AS DOCUMENT NO. 17627674, SAID POINT BEING THE PLACE OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUING SOUTH 00 DEGREES 06 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 30, 2423.61 FEET TO A POINT ON SAID EAST LINE, 2412.50 FEET NORTH OF THE SOUTHEAST CORNER OF THE WEST 1/2 OF SAID SECTION 30;

THENCE SOUTH 89 DEGREES 54 MINUTES 00 SECONDS WEST, 241.50 FEET;
SOUTH 47 " 16 " 29 " WEST, 457.32 " ;
SOUTH 33 " 20 " 52 " WEST, 400.05 " ;
SOUTH 72 " 20 " 59 " WEST, 249.72 FEET;

THENCE SOUTHERLY ALONG A CURVED LINE CONVEX TO THE EAST AND HAVING A RADIUS OF 522.0 FEET, AN ARC DISTANCE OF 302.37 FEET TO A POINT 1400.07 FEET NORTH AND 984.11 FEET WEST OF THE SOUTHEAST CORNER OF THE WEST 1/2 OF SAID SECTION 30, AS MEASURED ALONG THE EAST LINE THEREOF AND ALONG A LINE AT RIGHT ANGLES THERETO (THE CHORD OF SAID ARC BEARS SOUTH 10 DEGREES 14 MINUTES 00 SECONDS EAST, 298.28 FEET);

THENCE SOUTH 87 DEGREES 53 MINUTES 08 SECONDS WEST, 275.89 FEET;
SOUTH 81 " 12 " 57 " WEST, 205.58 " ;
NORTH 08 " 47 " 03 " WEST, 283.29 " ;
NORTH 25 " 27 " 17 " EAST, 350.04 " ;
NORTH 64 " 32 " 43 " WEST, 288.78 FEET TO

A POINT 2089.37 FEET NORTH AND 1615.53 FEET WEST OF THE SOUTHEAST CORNER OF THE WEST 1/2 OF SAID SECTION 30, AS MEASURED ALONG THE EAST LINE THEREOF AND ALONG A LINE AT RIGHT ANGLES THERETO; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 755.0 FEET, AN ARC DISTANCE OF 171.28 FEET (THE CHORD OF SAID ARC BEARS NORTH 28 DEGREES 20 MINUTES 01 SECONDS EAST, 170.92 FEET); THENCE NORTH 21 DEGREES 50 MINUTES 04 SECONDS EAST, 363.20 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVED LINE CONVEX TO THE EAST, HAVING A RADIUS OF 725.0 FEET AND BEING TANGENT TO SAID LAST DESCRIBED STRAIGHT LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 345.67 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 08 DEGREES 10 MINUTES 32 SECONDS EAST, 342.40 FEET); THENCE NORTH 05 DEGREES 29 MINUTES 00 SECONDS WEST ALONG A STRAIGHT LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 279.37 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVED LINE CONVEX TO THE WEST, HAVING A RADIUS OF 815.0 FEET AND BEING TANGENT TO SAID LAST DESCRIBED STRAIGHT LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 285.32 FEET (THE CHORD OF SAID ARC BEARS NORTH 04 DEGREES 32 MINUTES 45 SECONDS EAST, 283.88 FEET);

THENCE NORTH 51 DEGREES 06 MINUTES 52 SECONDS WEST, 175.16 FEET;
NORTH 89 " 06 " 62 " WEST, 426.44 FEET TO

AN INTERSECTION WITH THE SOUTHEASTERLY LINE OF PERMANENT EASEMENT FOR HIGHWAY PURPOSES (INTERSTATE ROUTE 55) AS PER INSTRUMENT RECORDED AUGUST 12, 1959 AS DOCUMENT NO. 17627674, SAID POINT BEING 3544.26 FEET NORTH AND 1888.33 FEET WEST OF THE SOUTHEAST CORNER OF THE WEST 1/2 OF SAID SECTION 30, AS MEASURED ALONG THE EAST LINE THEREOF AND ALONG A LINE AT RIGHT ANGLES THERETO; THENCE NORTH 28 DEGREES 39 MINUTES 26 SECONDS EAST ALONG SAID LAST DESCRIBED SOUTHEASTERLY LINE AND SAID LINE EXTENDED, BEING ALSO THE SOUTHEASTERLY LINE OF PERMANENT EASEMENT FOR HIGHWAY PURPOSES AS PER INSTRUMENT RECORDED JULY 6, 1962 AS DOCUMENT NO. 18621160, 210.88 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF SAID LAST DESCRIBED PERMANENT EASEMENT FOR HIGHWAY PURPOSES; THENCE NORTH 04 DEGREES 45 MINUTES 36 SECONDS EAST ALONG SAID LAST DESCRIBED EASTERLY LINE, 327.54 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF PERMANENT EASEMENT FOR HIGHWAY PURPOSES AS PER INSTRUMENT RECORDED AUGUST 12, 1959 AS DOCUMENT NO. 17627674; THENCE NORTH 29 DEGREES 20 MINUTES 48 SECONDS EAST ALONG SAID LAST DESCRIBED SOUTHERLY LINE, 105.02 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINE; THENCE NORTH 70 DEGREES 31 MINUTES 46 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID LAST DESCRIBED PERMANENT EASEMENT FOR HIGHWAY PURPOSES, 1008.28 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 4,098,801 SQ. FT. OR 93.818 ACRES

DATE: NOVEMBER 10, 1961

DRAWN BY: [illegible]

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PARCEL 2

THAT PART OF THE WEST 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 30, 1355.23 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE NORTH 00 DEGREES 00 MINUTES 34 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 30, 326.56 FEET TO AN INTERSECTION WITH A WESTERLY EXTENSION OF THE SOUTHERLY LINE OF PERMANENT EASEMENT FOR HIGHWAY PURPOSES (INTERSTATE ROUTE 55) AS PER INSTRUMENT RECORDED AUGUST 12, 1959 AS DOCUMENT NO. 17627874; THENCE NORTH 72 DEGREES 08 MINUTES 17 SECONDS EAST ALONG SAID LAST DESCRIBED SOUTHERLY LINE, 202.00 FEET TO THE EASTERLY LINE OF SAID LAST DESCRIBED PERMANENT EASEMENT FOR HIGHWAY PURPOSES; THE FOLLOWING SEVEN COURSES ARE ALONG THE EASTERLY LINE OF SAID LAST DESCRIBED PERMANENT EASEMENT FOR HIGHWAY PURPOSES:

THENCE NORTH 10 DEGREES 32 MINUTES 04 SECONDS WEST,	606.17 FEET;
" NORTH 00 " " " 34 " EAST,	307.68 " ;
" NORTH 09 " " " 57 " EAST,	408.76 " ;
" NORTH 27 " " " 58 " EAST,	185.31 " ;
" NORTH 45 " " " 39 " EAST,	173.08 " ;
" NORTH 54 " " " 58 " EAST,	363.45 " ;
" NORTH 28 " " " 26 " EAST,	108.94 FEET TO

A POINT 3644.26 FEET NORTH AND 1889.33 FEET WEST OF THE SOUTHEAST CORNER OF THE WEST 1/2 OF SAID SECTION 30, AS MEASURED ALONG THE EAST LINE THEREOF AND ALONG A LINE AT RIGHT ANGLES THERETO;

THENCE SOUTH 80 DEGREES 06 MINUTES 52 SECONDS EAST,	426.44 FEET;
" SOUTH 51 " " " 52 " EAST,	149.16 FEET;

THENCE SOUTHERLY ALONG A CURVED LINE CONVEY TO THE WEST AND HAVING A RADIUS OF 815.0 FEET, AN ARC DISTANCE OF 285.32 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 00 DEGREES 32 MINUTES 45 SECONDS WEST, 283.86 FEET); THENCE SOUTH 05 DEGREES 29 MINUTES 00 SECONDS EAST ALONG A STRAIGHT LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 279.36 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CURVED LINE CONVEY TO THE EAST, HAVING A RADIUS OF 725.0 FEET AND BEING TANGENT TO SAID LAST DESCRIBED STRAIGHT LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 345.67 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 08 DEGREES 10 MINUTES 32 SECONDS WEST, 342.40 FEET); THENCE SOUTH 21 DEGREES 50 MINUTES 04 SECONDS WEST, 365.20 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEY TO THE SOUTHEAST, HAVING A RADIUS OF 785.0 FEET AND BEING TANGENT TO SAID LAST DESCRIBED STRAIGHT LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 171.28 FEET TO A POINT 2089.37 FEET NORTH AND 1615.53 FEET WEST OF THE SOUTHEAST CORNER OF THE WEST 1/2 OF SAID SECTION 30, AS MEASURED ALONG THE EAST LINE THEREOF AND ALONG A LINE AT RIGHT ANGLES THERETO (THE CHORD OF SAID ARC BEARS SOUTH 28 DEGREES 20 MINUTES 01 SECONDS WEST, 170.92 FEET); THENCE CONTINUING SOUTHWESTERLY ALONG SAID LAST DESCRIBED CURVED LINE HAVING A RADIUS OF 758.0 FEET, AN ARC DISTANCE OF 727.08 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 62 DEGREES 25 MINUTES 16 SECONDS WEST, 699.30 FEET); THENCE NORTH 89 DEGREES 59 MINUTES 26 SECONDS WEST ALONG A STRAIGHT LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 135.0 FEET; THENCE SOUTH 03 DEGREES 29 MINUTES 33 SECONDS EAST, 442.94 FEET TO A POINT 1324.80 FEET NORTH AND 2344.73 FEET WEST OF THE SOUTHEAST CORNER OF THE WEST 1/2 OF SAID SECTION 30, AS MEASURED ALONG THE EAST LINE THEREOF AND ALONG A LINE AT RIGHT ANGLES THERETO; THENCE NORTH 69 DEGREES 01 MINUTES 27 SECONDS WEST, 45.0 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 18 SECONDS WEST, 249.21 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 1,792,067 SQ. FT. OR 41.14 ACRES

26274780

PARCEL 3

THAT PART OF THE WEST 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 30; THENCE NORTH 00 DEGREES 00 MINUTES 34 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 1355.23 FEET;

THENCE SOUTH 89 DEGREES 36 MINUTES 18 SECONDS EAST,	249.21 FEET;
" SOUTH 69 " " " 27 " EAST,	45.0 FEET TO

A POINT 1324.80 FEET NORTH AND 2344.73 FEET WEST OF THE SOUTHEAST CORNER OF THE WEST 1/2 OF SAID SECTION 30, AS MEASURED ALONG THE EAST LINE THEREOF AND ALONG A LINE AT RIGHT ANGLES THERETO, AND BEING ALSO THE PLACE OF BEGINNING OF THE LAND HEREIN DESCRIBED;

DATE: NOVEMBER 10, 1981

SHEET 2 OF 4 SHEETS

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PARCEL 3 (CONTINUED)

THENCE NORTH 03 DEGREES 29 MINUTES 33 SECONDS WEST, 442.94 FEET;
SOUTH 89 " 59 " 28 " EAST, 135.0 FEET TO
A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX
TO THE SOUTHEAST, HAVING A RADIUS OF 755.0 FEET AND BEING TANGENT TO SAID
LAST DESCRIBED STRAIGHT LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE
OF 727.08 FEET TO A POINT 2089.37 FEET NORTH AND 1615.53 FEET WEST OF
THE SOUTHEAST CORNER OF THE WEST 1/2 OF SAID SECTION 30, AS MEASURED
ALONG THE EAST LINE THEREOF AND ALONG A LINE AT RIGHT ANGLES THERETO (THE
CHORD OF SAID ARC BEARS NORTH 62 DEGREES 25 MINUTES 16 SECONDS EAST,
699.30 FEET);

THENCE SOUTH 54 DEGREES 32 MINUTES 43 SECONDS EAST, 288.78 FEET;
SOUTH 25 " 27 " 17 " WEST, 350.04 " ;
SOUTH 08 " 47 " 03 " EAST, 283.29 " ;
SOUTH 81 " 12 " 57 " WEST, 721.65 " ;
NORTH 69 " 01 " 27 " WEST, 180.19 FEET TO

THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 518,495 SQ. FT. OR 11.903 ACRES

PARCEL 4

THAT PART OF THE WEST 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 12,
EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION
30; THENCE NORTH 00 DEGREES 00 MINUTES 34 SECONDS EAST ALONG THE WEST
LINE OF SAID SOUTHWEST 1/4, 1355.23 FEET;

THENCE SOUTH 89 DEGREES 36 MINUTES 18 SECONDS EAST, 249.21 FEET;
SOUTH 69 " 01 " 27 " EAST, 45.0 FEET TO

A POINT 1324.80 FEET NORTH AND 2345.73 FEET WEST OF THE SOUTHEAST CORNER
OF THE WEST 1/2 OF SAID SECTION 30, AS MEASURED ALONG THE EAST LINE
THEREOF AND ALONG A LINE AT RIGHT ANGLES THERETO; THENCE CONTINUING
SOUTH 69 DEGREES 01 MINUTES 27 SECONDS EAST, 180.19 FEET; THENCE NORTH
81 DEGREES 12 MINUTES 37 SECONDS EAST, 927.23 FEET; THENCE NORTH 89
DEGREES 53 MINUTES 08 SECONDS EAST, 275.89 FEET TO A POINT 1400.07 FEET
NORTH AND 984.11 FEET WEST OF THE SOUTHEAST CORNER OF THE WEST 1/2 OF
SAID SECTION 30, AS MEASURED ALONG THE EAST LINE THEREOF AND ALONG A LINE
AT RIGHT ANGLES THERETO; THENCE SOUTHERLY ALONG A CURVED LINE CONVEX
TO THE EAST AND HAVING A RADIUS OF 530.0 FEET, AN ARC DISTANCE OF 3.60
FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 06 MINUTES
18 MINUTES 16 SECONDS WEST, 3.60 FEET); THENCE SOUTH 08 DEGREES 29
MINUTES 56 SECONDS WEST ALONG A STRAIGHT LINE TANGENT TO SAID LAST DE-
SCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 68.80 FEET TO A POINT
OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX TO THE
WEST, HAVING A RADIUS OF 787.0 FEET AND BEING TANGENT TO SAID LAST DESCRIBED
STRAIGHT LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 445.88
FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 03 DEGREES
08 MINUTES 50 SECONDS EAST, 439.44 FEET); THENCE SOUTH 26 DEGREES 47
MINUTES 37 SECONDS EAST ALONG A STRAIGHT LINE TANGENT TO SAID LAST DE-
SCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 84.83 FEET TO A POINT
OF CURVATURE; THENCE SOUTHERLY ALONG A CURVED LINE CONVEX TO THE EAST,
HAVING A RADIUS OF 720.0 FEET AND BEING TANGENT TO SAID LAST DESCRIBED
STRAIGHT LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 490.86
FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 07 DEGREES
15 MINUTES 47 SECONDS EAST, 481.40 FEET); THENCE SOUTH 12 DEGREES 16
MINUTES 03 SECONDS WEST, 64.47 FEET TO A POINT OF CURVATURE; THENCE
SOUTHERLY ALONG A CURVED LINE CONVEX TO THE WEST, HAVING A RADIUS OF
650.0 FEET AND BEING TANGENT TO SAID LAST DESCRIBED STRAIGHT LINE AT SAID
LAST DESCRIBED POINT, AN ARC DISTANCE OF 143.23 FEET TO A POINT OF TANGENCY
(THE CHORD OF SAID ARC BEARS SOUTH 36 DEGREES 37 MINUTES 08 SECONDS WEST,
142.99 FEET); THENCE SOUTH 00 DEGREES 21 MINUTES 46 SECONDS EAST ALONG
A STRAIGHT LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST
DESCRIBED POINT, 140.90 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF
SAID SECTION 30 AT A POINT 843.96 FEET WEST OF THE SOUTHEAST CORNER
OF THE WEST 1/2 OF SAID SECTION 30; THENCE SOUTH 89 DEGREES 38 MINUTES
14 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 30, 1792.58 FEET
TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 2,386,621 SQ. FT. OR 54.330 ACRES

DATE: NOVEMBER 10, 1981

SHEET 8 OF 4 SHEETS

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Property of Cook County Clerk's Office

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PARCEL 5

THAT PART OF THE WEST 1/2 OF SECTION 30 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, ALL IN TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUND AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF SAID SECTION 30; THENCE NORTH 00 DEGREES 06 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 30, 2412.50 FEET;

THENCE SOUTH 89 DEGREES 54 MINUTES 00 SECONDS WEST, 241.50 FEET;
SOUTH 47 " " 36 " " 29 " " WEST, 457.32 " "
SOUTH 33 " " 20 " " 52 " " WEST, 400.05 " "
SOUTH 72 " " 20 " " 59 " " WEST, 249.72 FEET;

THENCE SOUTHERLY ALONG A CURVED LINE CONVEX TO THE EAST AND HAVING A RADIUS OF 530.0 FEET, AN ARC DISTANCE OF 302.37 FEET TO A POINT 1000.07 FEET NORTH AND 984.11 FEET WEST OF THE SOUTHEAST CORNER OF THE WEST 1/2 OF SAID SECTION 30, AS MEASURED ALONG THE EAST LINE THEREOF AND ALONG A LINE AT RIGHT ANGLES THERETO (THE CHORD OF SAID ARC BEARS SOUTH 10 DEGREES 14 MINUTES 02 SECONDS EAST, 298.28 FEET); THENCE SOUTHERLY ALONG A CURVED LINE CONVEX TO THE EAST AND HAVING A RADIUS OF 530.0 FEET, AN ARC DISTANCE OF 3.60 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 06 DEGREES 10 MINUTES 16 SECONDS WEST, 3.60 FEET); THENCE SOUTH 06 DEGREES 23 MINUTES 56 SECONDS WEST ALONG A STRAIGHT LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 68.80 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX TO THE WEST, HAVING A RADIUS OF 767.0 FEET AND BEING TANGENT TO SAID LAST DESCRIBED STRAIGHT LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 465.68 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 10 DEGREES 08 MINUTES 50 SECONDS EAST, 439.44 FEET); THENCE SOUTH 26 DEGREES 47 MINUTES 03 SECONDS EAST ALONG A STRAIGHT LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 87.63 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CURVED LINE CONVEX TO THE EAST, HAVING A RADIUS OF 720.0 FEET AND BEING TANGENT TO SAID LAST DESCRIBED STRAIGHT LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 490.88 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 07 DEGREES 15 MINUTES 47 SECONDS EAST, 481.40 FEET); THENCE SOUTH 12 DEGREES 16 MINUTES 03 SECONDS WEST, 64.47 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CURVED LINE CONVEX TO THE WEST, HAVING A RADIUS OF 650.0 FEET AND BEING TANGENT TO SAID LAST DESCRIBED STRAIGHT LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 143.28 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 05 DEGREES 57 MINUTES 08 SECONDS WEST, 142.99 FEET); THENCE SOUTH 00 DEGREES 21 MINUTES 46 SECONDS EAST ALONG A STRAIGHT LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 140.90 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 30 AT A POINT 845.96 FEET WEST OF THE SOUTHEAST CORNER OF THE WEST 1/2 OF SAID SECTION 30; THENCE SOUTH 89 DEGREES 38 MINUTES 14 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 30, BEING ALSO THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 31, 472.31 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE SOUTH 00 DEGREES 03 MINUTES 32 SECONDS EAST ALONG SAID LAST DESCRIBED LINE, 975.63 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE NORTH 89 DEGREES 19 MINUTES 27 SECONDS EAST ALONG SAID LAST DESCRIBED LINE, 1320.30 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE NORTH 00 DEGREES 07 MINUTES 06 SECONDS WEST ALONG SAID LAST DESCRIBED LINE 995.09 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 3,273,037 SQ. FT. OR 75.139 ACRES

9409 10/29
10/27/78

DATE: NOVEMBER 18, 1981
SHEET 4 OF 4 SHEETS

Edward J. Malley & Assoc. Ltd. Inc.
Land and Construction Surveyors
1000 N. Dearborn Ave., Ste. 1000, Chicago, Ill. 60610

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LEGAL DESCRIPTION OF PARCELS 5A, 5B AND 6

PARCEL 5A

THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CONTAINING 437,491 SQ. FT. OR 10.053 ACRES

PARCEL 5B

THE WEST 15 ACRES OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CONTAINING 653,400 SQ. FT. OR 15.00 ACRES

PARCEL 6

THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER LYING NORTHERLY OF THE NORTHERLY LINE OF THE PERMANENT EASEMENT FOR HIGHWAY PURPOSES, RECORDED AUGUST 12, 1959, AS DOCUMENT NUMBER 7627171, IN SECTION 30, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CONTAINING 563,182 SQ. FT. OR 12.929 ACRES

DATE: NOVEMBER 12, 1961
SHERIFF OF COOK COUNTY

Edward J. Malloy & Assoc. Ltd. 1961
Land and Construction Surveyors
1111 N. LaSalle Ave. Chicago 10, Ill.
SUC-2733
60816016

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Property of Cook County Clerk's Office

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EXHIBIT B

Parcel 1

Lot 1 in Burr Ridge Market Resubdivision of Lots 4, 5 and vacated Emro Drive in Burr Ridge Park Unit 2 in the West 1/2 of the Southwest 1/4 of Section 30, Township 38 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof recorded April 18, 1989 as Document Number 89171549, in Cook County, Illinois.

Parcel 2

Lot 1 in Burr Ridge Park Unit 1 being a Subdivision in the West 1/2 of the Southwest 1/4 of Section 30, Township 38 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof recorded January 3, 1984 as Document Number 26915064, in Cook County, Illinois.

Property of Cook County Clerk's Office

9109-5-0

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Property of Cook County Clerk's Office

UNOFFICIAL COPY

27479283

EXHIBIT C

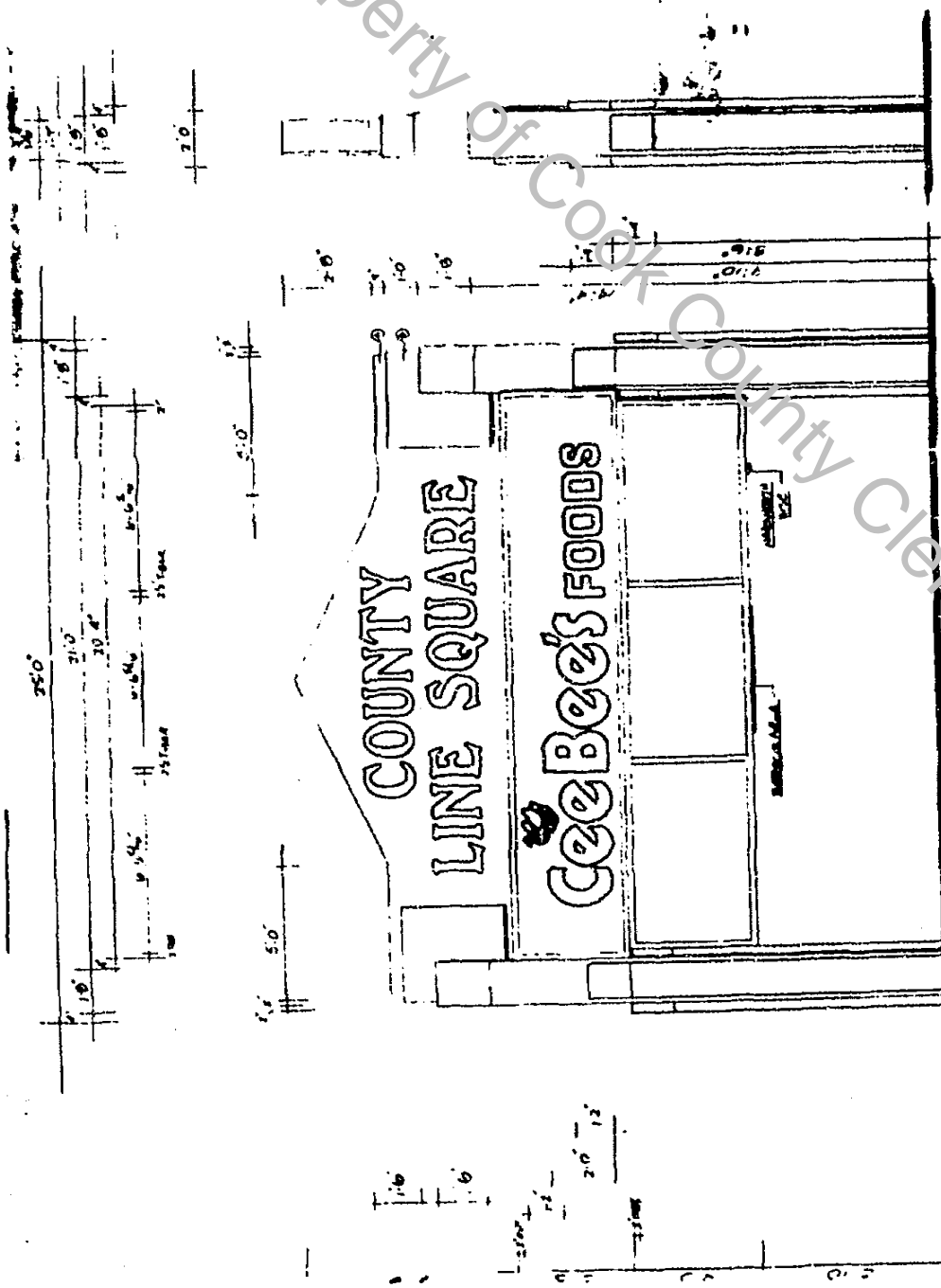
Lot 3 in Burr Ridge Park Unit 2, being a subdivision in the West Half of Section 30, Township 38 North, Range 12 East of the Third Principal Meridian, according to the Plat thereof recorded March 19, 1985, as Document No. 27479283 in Cook County, Illinois.

Property of Cook County Clerk's Office

27479283

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Property of Cook County Clerk's Office



SEE ALSO: VALUE OF PLANT
DATE 11/1/58
SEE ALSO: EXHIBIT C, 7th FLOOR PLAN

ONE OF SEVERAL LINES OF BUSINESS, BEING THE ONLY ONE OF THIS KIND IN THE AREA.

SEE SECTION:
SECTION 1 - MAIN FLOOR
SECTION 2 - MEAT (GOT) DEPT
SECTION 3 - BAKERY (GOT) DEPT
SECTION 4 - BUTTER (GOT) DEPT
SECTION 5 - BUTTER (GOT) DEPT
SECTION 6 - BUTTER (GOT) DEPT
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SECTION 49 - BUTTER (GOT) DEPT
SECTION 50 - BUTTER (GOT) DEPT

NO.	DATE	DESCRIPTION	AMOUNT	BALANCE
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LANDMARK

6-18-58

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EXHIBIT E 11 0 0 4 8 7

JSG:ry
1/11/93

GRANT OF EASEMENT

THIS GRANT OF EASEMENT is made on _____, 1993, by BAY STREET NUMBER ELEVEN LIMITED, a Delaware corporation (hereinafter referred to as the "Grantor") and METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation (hereinafter referred to as "Grantee");

W I T N E S S E T H

WHEREAS, Grantor is the owner of real property located within the Village of Burr Ridge which is legally described as follows:

Lot 3 in Burr Ridge Park Unit 2, being a subdivision in the West Half of Section 30, Township 38 North, Range 12 East of the Third Principal Meridian, according to the Plat thereof recorded March 15, 1985, as Document No. 27479283 in Cook County, Illinois.

(hereinafter referred to as the Subject Property); and

WHEREAS, Grantee is the owner of real property located within the Village of Burr Ridge, which is contiguous to the above-described real property of Grantor, Grantee's real property being legally described as follows:

Parcel 1

Lot 1 in Burr Ridge Market Resubdivision of Lots 4, 5 and vacated Emro Drive in Burr Ridge Park Unit 2 in the West 1/2 of the Southwest 1/4 of Section 30, Township 38 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof recorded April 18, 1989 as Document Number 39171549, in Cook County, Illinois.

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1/11/93

Parcel 2

Lot 1 in Burr Ridge Park Unit 1 being a Subdivision in the West 1/2 of the Southwest 1/4 of Section 30, Township 38 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof recorded January 3, 1984 as Document Number 26915064, in Cook County, Illinois.

(hereinafter referred to as the Grantee's Property); and

WHEREAS, Grantee is desirous of obtaining an easement across and on a portion of the Subject Property to construct and install additional signage and all equipment accessory thereto (hereinafter collectively referred to as "sign") in order to provide for the identification and aesthetic improvement of the County Line Square shopping center and certain businesses therein located on or about the Grantee's Property.

NOW, THEREFORE, in consideration of ten dollars (\$10) and other good and valuable consideration, including the covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants an easement to the Grantee, subject to the conditions hereinafter contained, across and on that portion of the Subject Property hereinafter described (the "Easement Area") for the use and purposes set forth below.

The North 30 feet (as measured perpendicular to the north line) of the east 60 feet (as measured along the north line) of Lot 3 in Burr Ridge Park Unit 2, being a subdivision in the West Half of Section 30, Township 38 North, Range 12 East of the Third Principal Meridian, according to the Plat thereof recorded March 19, 1985, as Document No. 27479283 in Cook County, Illinois.

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1/11/93

Section 1: Grantor grants to Grantee a permanent easement as described above for the purpose of constructing, installing, repairing, maintaining and replacing a sign on the Easement Area as legally described above; provided, however, that the construction and installation of the sign shall be in conformance with the sign plan attached hereto and made a part hereof as EXHIBIT D, which sign plan is entitled "Cee Bee's/County Line" prepared by Landmark Outdoor Advertising, Inc., and dated as last revised on August 31, 1992. It is hereby agreed that Grantee may from time to time, without Grantor's consent, change the name of the tenants set forth on the individual tenant panels (except that any change in the name Cee Bee's Foods to that of another tenant shall require Grantor's consent).

Section 2: Grantee shall also pay all costs regarding the recording of this Grant of Easement.

Section 3: The parties agree that the installation, maintenance and repair of the sign, and the costs thereof, shall be the sole responsibility of the Grantee and Grantor agrees to allow Grantee reasonable access for such purposes. In the event Grantee shall fail to maintain the sign in good condition in the sole discretion of the Grantor for a period of three (3) consecutive calendar months then Grantor shall give Grantee good faith notice that the sign has been in a state of disrepair for such period (which written notice shall specify the manner in which Grantee has failed to maintain the sign in good condition) and, in the event

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1/11/93

Grantee shall fail to restore the sign to good condition within two (2) full calendar months after Grantee's receipt of such notice from Grantor, then Grantor shall have the right, at Grantee's expense, to remove the sign.

Section 4: Grantee agrees that it shall, at its sole cost and expense, restore the Subject Property to the condition in which it existed prior to the installation of the sign at such time as the construction of the sign is completed, and Grantee agrees that it shall remove all debris caused by the installation, maintenance, repair, or operation of the sign from Grantor's property.

Section 5: Grantee agrees that it shall indemnify Grantor from any and all claims for damages to real and personal property and injuries to or death suffered by persons by reason of the installation, repair, maintenance, or operation of the sign and from any costs incurred by Grantor in the event Grantor shall perform any obligation of Grantee hereunder which Grantee fails to perform. If Grantee does not reimburse Grantor within ninety (90) days, then Grantor shall have the right, at Grantee's expense, to remove the sign. Grantee represents and warrants to Grantor that to the knowledge of Grantee the installation and operation of the sign would and will not be in violation of any applicable environmental, health or safety laws, regulations, ordinances or orders of any government entity.

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1/11/93

WITNESS my hand this _____ day of _____, 1993.

GRANTOR:

BAY STREET NUMBER ELEVEN LIMITED, a Delaware corporation

By: [Signature]
Its VICE PRESIDENT/DIRECTOR

ATTEST:

By: [Signature]
Its CFO/Resubid

GRANTEE:

METROPOLITAN LIFE INSURANCE COMPANY, a New York Corporation

By: _____
Its _____

ATTEST:

By: _____
Its _____

Date: _____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ and _____ of Metropolitan Life Insurance Company, a New York corporation, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and that they appeared before me this day in person and

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1/11/93

severally acknowledged that as such _____ and _____ they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this _____ day of _____, 1993.

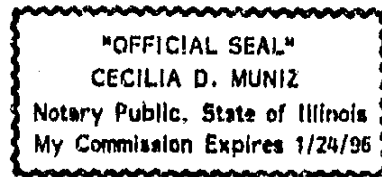
Commission expires _____, 19____. _____
Notary Public

ILLINOIS
STATE OF ~~DELAWARE~~
COUNTY OF Cook, SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named DAVID M. RUBIN and EDWARD BURNS of the Bay Street Number Eleven Limited, a Delaware corporation, and not individually, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VP & Director and CFO + TREASURER respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and the said VP + Director then and there acknowledged that said CFO + TREASURER as custodian of the corporate seal of said Corporation caused the corporate seal of said Corporation to be affixed to said instrument as said their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 14th day of November, 1993.

Commission expires January 24 19 96. Cecilia D. Muniz
Notary Public



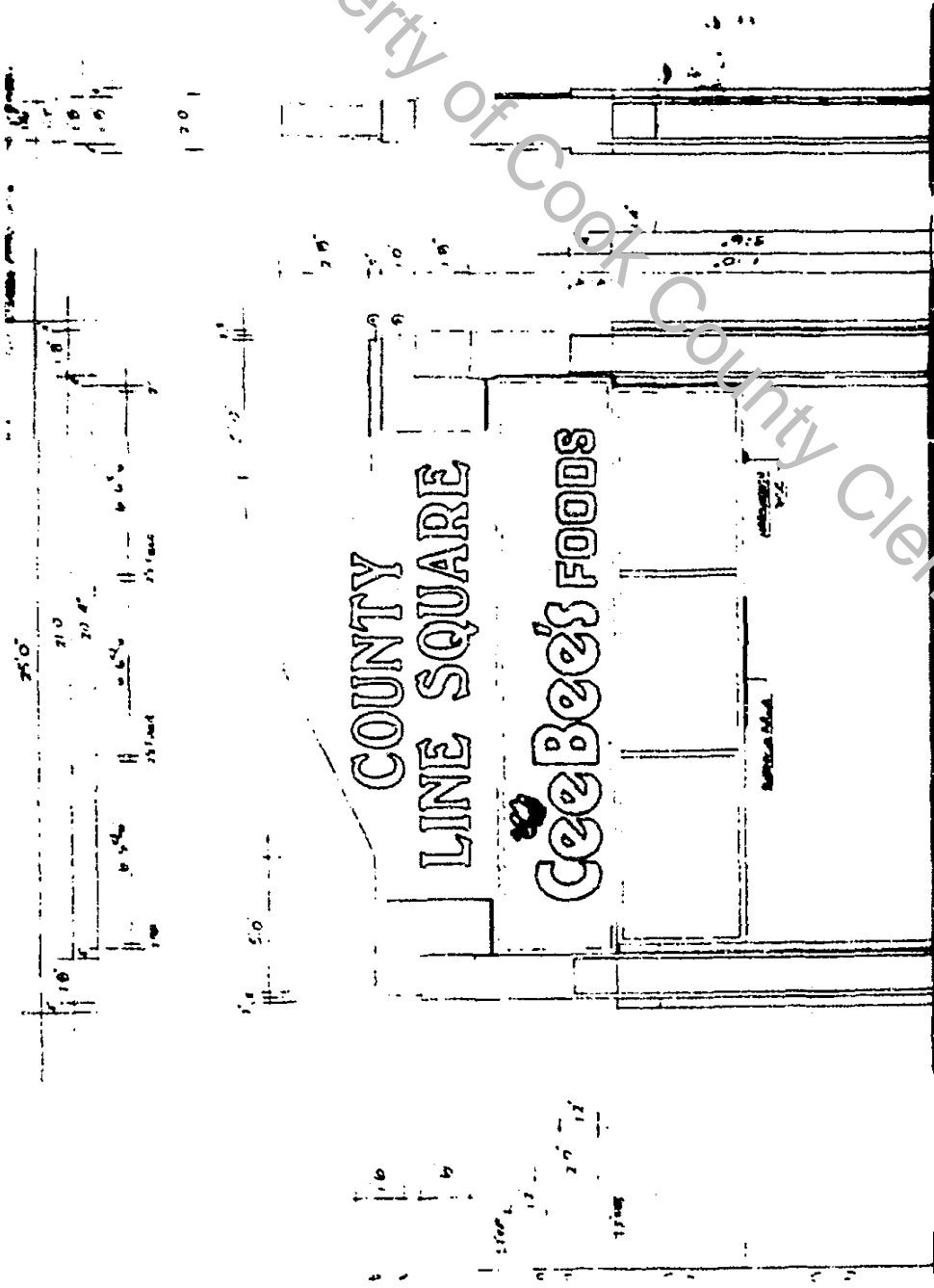
RY\A:BURR\SIGN.EAS

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EXHIBIT D

Property of Cook County Clerk's Office



SEE PLANS FOR SETBACKS AND PERMITS
SEE WITH PERMITS

SP-101101
COUNTY LINE SQUARE WITH
SECTION 1 - 400 EAST (101101) DUBUQUE
SECTION 2 - 400 EAST (101101) DUBUQUE
SECTION 3 - 400 EAST (101101) DUBUQUE
SECTION 4 - 400 EAST (101101) DUBUQUE
SECTION 5 - 400 EAST (101101) DUBUQUE
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SECTION 19 - 400 EAST (101101) DUBUQUE
SECTION 20 - 400 EAST (101101) DUBUQUE

ALL SETBACKS MUST BE MAINTAINED AS SHOWN ON THESE PLANS.

SECTION	NO.	DATE	DESCRIPTION
1	1	1/1/20	SECTION 1
2	2	1/1/20	SECTION 2
3	3	1/1/20	SECTION 3
4	4	1/1/20	SECTION 4
5	5	1/1/20	SECTION 5
6	6	1/1/20	SECTION 6
7	7	1/1/20	SECTION 7
8	8	1/1/20	SECTION 8
9	9	1/1/20	SECTION 9
10	10	1/1/20	SECTION 10
11	11	1/1/20	SECTION 11
12	12	1/1/20	SECTION 12
13	13	1/1/20	SECTION 13
14	14	1/1/20	SECTION 14
15	15	1/1/20	SECTION 15
16	16	1/1/20	SECTION 16
17	17	1/1/20	SECTION 17
18	18	1/1/20	SECTION 18
19	19	1/1/20	SECTION 19
20	20	1/1/20	SECTION 20

LANDMARK

60946056

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Property of Cook County Clerk's Office

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JSG:ry
1/11/93

EXHIBIT F

GRANT OF EASEMENT

THIS GRANT OF EASEMENT is made this _____ day of _____, 1993, by the BAY STREET NUMBER ELEVEN LIMITED, a Delaware corporation (hereinafter referred to as the "Grantor") and METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation (hereinafter referred to as "Grantee");

W I T N E S S E T H

WHEREAS, Grantor is the owner of real property located within the Village of Burr Ridge which is legally described as follows:

Lot 3 in Burr Ridge Park Unit 2, being a subdivision in the West Half of Section 30, Township 38 North, Range 12 East of the Third Principal Meridian, according to the Plat thereof recorded March 13, 1985, as Document No. 27479283 in Cook County, Illinois.

(hereinafter referred to as the Subject Property); and

WHEREAS, Grantee is the owner of real property located within the Village of Burr Ridge, which is contiguous to the above-described real property of Grantor, Grantee's real property being legally described as follows:

Parcel 1

Lot 1 in Burr Ridge Market Resubdivision of Lots 4, 5 and vacated Emro Drive in Burr Ridge Park Unit 2 in the West 1/2 of the Southwest 1/4 of Section 30, Township 38 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof recorded April 18, 1989 as Document Number 89171549, in Cook County, Illinois.

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1/11/93

Parcel 2

Lot 1 in Burr Ridge Park Unit 1 being a Subdivision in the West 1/2 of the Southwest 1/4 of Section 30, Township 38 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof recorded January 3, 1984 as Document Number 26915064, in Cook County, Illinois.

(hereinafter referred to as the Grantee's Property); and

WHEREAS, Grantee is desirous of obtaining an easement across and on a portion of the Subject Property to construct and install three standard flagpoles for government banners and all equipment accessory thereto (hereinafter collectively referred to as "flagpoles") as an aesthetic enhancement for the County Line Square shopping center and adjoining business park areas located on or about the Grantee's Property.

NOW, THEREFORE, in consideration of ten dollars (\$10) and other good and valuable consideration, including the covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants an easement to the Grantee, subject to the conditions hereinafter contained, across and on that portion of the Subject Property hereinafter described (the "Easement Area") for the use and purposes set forth below.

The Easement Area is legally described as follows:

Commencing at the northeast corner of Lot 3 in Burr Ridge Park Unit 2, thence westerly along the north line of Lot 3 a distance of 77 feet to a point, thence south and perpendicular to said north line a distance 117 feet to the point of beginning; thence southeast at an angle 45° to the left of the prolongation of

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the previously described line a distance 15.00 feet, thence southwest perpendicular to the previously described line a distance of 15.00 feet, thence northwest perpendicular to the previously described line a distance of 15.00 feet, thence northeast 15.00 feet to the point of beginning, all in Lot 3 of Burr Ridge Park Unit 2, being a subdivision in the West Half of Section 30, Township 38 North, Range 12 East of the Third Principal Meridian, according to the Plat thereof recorded March 19, 1985 as Document No. 27479283 in Cook County, Illinois.

Section 1: Grantor grants to Grantee a permanent easement as described above for the purpose of constructing, installing, repairing, maintaining and replacing flagpoles on the Easement Area as legally described above.

Section 2: Grantee shall pay all costs regarding the recording of this Grant of Easement.

Section 3: The parties agree that the installation, maintenance and repair of the flagpoles and costs thereof, shall be the sole responsibility of the Grantee and Grantor agrees to allow Grantee reasonable access for such purposes.

In the event Grantee shall fail to maintain the flagpoles in good condition in the sole discretion of Grantor for a period of three (3) consecutive calendar months then Grantor shall give Grantee good faith notice that the flagpoles have been in a state of disrepair for such period (which written notice shall specify the manner in which Grantee has failed to maintain the flagpoles in good condition) and, in the event Grantee shall fail to restore the flagpoles to good condition within two (2) full calendar months after Grantee's receipt of such notice from Grantor, then Grantor

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shall have the right, at Grantee's expense, to remove the flagpoles.

Section 4: Grantee agrees that it shall, at its sole cost and expense, restore the Subject Property to the condition in which it existed prior to the installation of the flagpoles at such time as the construction of the flagpoles is completed, and Grantee agrees that it shall remove all debris caused by the installation, maintenance, repair, or operation of the flagpoles from Grantor's property.

Section 5: Grantee agrees that it shall indemnify Grantor from any and all claims for damages to real and personal property and injuries to or death suffered by persons by reason of the installation, repair, maintenance, or operation of the flagpoles and from any costs incurred by Grantor in the event Grantor shall perform any obligation of Grantee hereunder which Grantee fails to perform. If Grantee does not reimburse Grantor within ninety (90) days, then Grantor shall have the right, at Grantee's expense, to remove the flagpoles. Grantee represents and warrants to Grantor that to the knowledge of Grantee the installation and operation of the flagpoles would and will not be in violation of any applicable environmental, health or safety laws, regulations, ordinances or orders of any government entity.

WITNESS my hand this _____ day of _____, 1993.

GRANTOR:

BAY STREET NUMBER ELEVEN LIMITED, a
Delaware corporation

BY: [Signature]
Its VICARIOUS DIRECTOR

ATTEST:

By: [Signature]
Its CEO & TREASURER

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1/11/93

GRANTEE:

METROPOLITAN LIFE INSURANCE COMPANY,
a New York Corporation

By: _____
Its _____

ATTEST:

By: _____
Its _____

Date: _____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
)
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ and _____ of Metropolitan Life Insurance Company, a New York corporation, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and that they appeared before me this day in person and severally acknowledged that as such _____ and _____ they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this _____ day of _____, 1993.

Commission expires _____, 19____. _____
Notary Public

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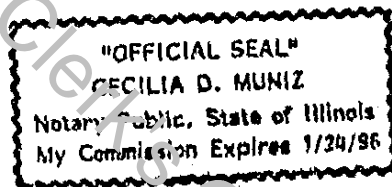
JSG:ry
1/11/93

ILLINOIS
STATE OF DELAWARE)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named DAVID M. RUBIN and EDWARD BURNS of the Bay Street Number Eleven Limited, a Delaware corporation, and not individually, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VP + Director and CFO + TREASURER respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said VP + Director then and there acknowledged that said CFO + TREASURER as custodian of the corporate seal of said Company caused the corporate seal of said Company to be affixed to said instrument as said Their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 11th day of November, 1993.

Commission expires January 24, 1996. Cecilia D. Muniz
Notary Public



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