

# UNOFFICIAL COPY

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## RECIPROCAL EASEMENT AGREEMENT

This Agreement is made the 26<sup>th</sup> day of May, 1995, between WAL-MART STORES, INC., a Delaware corporation, with its principal place of business in Bentonville, Arkansas ("Wal-Mart"), and NORTHLAKE DEVELOPMENT COMPANY, an Illinois corporation, with its principal place of business in Northlake, Illinois ("NDC").

WHEREAS, Wal-Mart is the owner in fee of that property situated in the City of Northlake, Cook County, Illinois ("Wal-Mart Premises"), set forth on the map attached hereto as Exhibit 1, the legal description of which is set forth on Exhibit 2 attached hereto; and,

WHEREAS, NDC has entered into binding contracts (subject to the fulfillment of certain conditions) to purchase the property situated in the City of Northlake, Cook County, Illinois on Exhibit 3 attached hereto ("NDC Premises").

WHEREAS, the parties hereto desire to provide mutual easements as set forth in this Reciprocal Easement Agreement.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and contingent upon the purchase by NDC of all of the NDC Premises, the parties hereto covenant and agree for themselves and their successors and assigns as follows:

### 1. RIGHT OF WAY TO NDC

NDC and all tenants, customers, licensees and owners of the NDC Premises or any part thereof shall have access to the Wal-Mart Premises by way of a right of way at all times in common with the owner, tenants, customers and licensees of the Wal-Mart Premises or any part thereof for passenger automobiles and pedestrians over the two (2) strips of land which are cross-hatched and highlighted in red on Exhibit 1 attached hereto and legally described on Exhibit 4 attached hereto (the "Easement Area"). Such rights of way shall be not more than that shown on Exhibit 1. NDC agrees to the provisions set forth on Exhibits 5, 6 and 7 hereto.

### 2. RIGHT OF WAY TO WAL-MART

Wal-Mart and all tenants, customers, licensees and owners of the Wal-Mart Premises or any part thereof shall have a right of way at all times, in common with the owners of the NDC Premises and all tenants, customers, licensees and owners of the NDC Premises or any party thereof, for passenger automobiles and pedestrians over the Easement Area. Such rights of way shall be not more than that shown on Exhibit 1. NDC agrees to the provisions set forth on Exhibits 5, 6 and 7 hereto.

PREPARED BY AND AFTER  
RECORDING RETURN TO:  
EDWIN A. WAHLEN, ESQ.  
WILDMAN, HARROLD, ALLEN & DIXON  
225 WEST WACKER DRIVE  
CHICAGO, ILLINOIS 60606

BOX 333-CTI

75-44-100 D1 (27)

61.00  
38.00  
23.00

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33-11-00000

.	DEPT-01 RECORDING	\$61.00
.	TRAN 5933 08/18/95 11:28:00	
.	4381 JH *-95-548027	
.	COOK COUNTY RECORDER	
.	DEPT-10 PENALTY	\$58.00

3. CONSIDERATION FOR EASEMENT TO NDC

In consideration of the right of way easement and the other rights granted to NDC pursuant to this Reciprocal Easement Agreement, concurrently with the execution hereof, NDC shall deliver to Wal-Mart a check of NDC in the amount of \$150,000 payable to the order of Wal-Mart.

4. MAINTENANCE OF EASEMENT AREAS

NDC shall maintain and keep in good repair the Easement Area and public right of way situated on its premises and shall keep such areas and right of way from North Avenue striped and clear and free of snow, ice, rubbish and obstruction of every nature, and shall provide adequate drainage and lighting thereon. The parking areas and rights of way on both premises shall meet at equal grades as shown on Exhibit 7 hereto, and no obstructions shall be erected or permitted upon either the Wal-Mart Premises or the NDC Premises which will in any way interfere with any rights granted by this Reciprocal Easement Agreement. Neither party shall change the striping of the parking spaces and the driveways on its premises so as to materially alter the access area described on the attached Exhibit 1, without the other party's consent. Each party shall maintain at all times insurance on the Easement Area against claims for personal injury or property damage in an amount of not less than \$2 Million with respect to property damage. Wal-Mart shall be named as an additional insured on NDC's policy. The policy shall provide that the insurance carrier shall give written notice of cancellation to the insured at least thirty (30) days prior to the effective date thereof. Annually, upon written requests, each party shall provide the other with a Certificate of Insurance evidencing the existence of a valid policy of insurance in conformity with the above specifications. Notwithstanding the foregoing, it is agreed that so long as Wal-Mart shares are listed on the New York Stock Exchange and Wal-Mart has a net worth of not less than One Hundred Million Dollars (\$100,000,000), then Wal-Mart may self-insure and need not provide a Certificate of Insurance.

5. OTHER AGREEMENTS

(a) Wal-Mart retains the right at any time or times to change the parking configuration and drive lines and to block off parking spaces on the Wal-Mart premises, provided that such action does not eliminate pedestrian or automobile access from the NDC Premises to the Wal-Mart Premises or to North Avenue.

(b) NDC, at its sole cost and expense, shall remove the existing barrier between the Wal-Mart Tract and the NDC Tract and replace it with a berm, fence and landscaping in accordance with

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the plans and specifications set forth on Exhibit 5 attached hereto.

(c) The Easement Areas shall be used only for pedestrian and passenger vehicle access and shall at no time be used for delivery or truck access.

(d) Nothing contained herein shall prohibit the expansion of the Wal-Mart garden center area, provided that pedestrian and automobile access to, and use of, the Easement Area are not substantially adversely affected thereby.

## 6. TERM

This Agreement shall continue for a term of sixty (60) years from and after the date hereof.

## 7. COVENANTS RUNNING WITH THE LAND

Easements hereby granted, the restrictions hereby imposed, and the agreements herein contained shall be easements, restrictions and covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors and assigns, including but without limitation, all subsequent owners of the Wal-Mart Premises and the NDC Premises, or any part thereof and all persons claiming under them.

## 8. ENTIRE AGREEMENT

This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them with respect to said subject matter.

## 9. NOTICES

All notices under this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at the following addresses:

To Wal-Mart: Wal-Mart Stores, Inc.  
701 South Walton Road  
Bentonville, AR 72716-2704  
Attn: Property Manager

To NDC: Northlake Development Company  
4104 North Harlem Avenue  
Norridge, IL 60634  
Attn: Michael A. Marchese

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10. NON-WAIVER

No delay or failure by either party to exercise any right under this Agreement and no partial or single exercise of that right shall constitute a waiver of that or any other right, unless expressly provided for herein.

11. HEADINGS

Headings in this Agreement are for convenience only, and shall not be used to interpret or construe its provisions.

12. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

13. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

14. INDEMNIFICATION

NDC shall indemnify and save Wal-Mart harmless from any and all liability, damage, expense, causes of action, suits, claims or judgments arising from personal injury, death, or property damage and occurring on the Easement Area, except if caused by the act or negligence of Wal-Mart.

INITIAL  
*[Handwritten initials]*

IN WITNESS WHEREOF, the parties hereto have signed this Agreement by their duly authorized respective officers on that date and year first above written.

WAL-MART STORES, INC.

By: *[Signature]*  
Vice President

NORTHLAKE DEVELOPMENT COMPANY, an Illinois corporation

By: *[Signature]*

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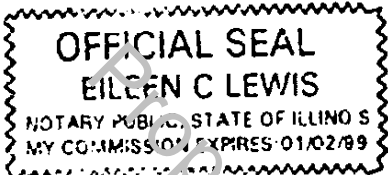


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5-10000-01-00000000

STATE OF ILLINOIS     )  
                                  )     SS  
COUNTY OF COOK     )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of May, 1995, by MICHAEL A. MARCHESE, President of NORTHLAKE DEVELOPMENT COMPANY, an Illinois corporation, on behalf of said corporation.



Eileen C. Lewis  
Notary Public

My commission expires on 1/2/99

STATE OF Arkansas )  
                                  )     SS  
COUNTY OF Washington

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of May, 1995, by Carl Overbey, V.P. of Real Estate & Engineering of WAL-MART STORE, INC., an Delaware corporation, on behalf of said corporation.

Charlotte Sue Mesat  
Notary Public

My commission expires on October, 2007

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EXHIBIT LIST

1. Map of Wal-Mart Premises and Easement Areas
2. Legal Description of Wal-Mart Premises
3. Legal Description of NDC Premises
4. Legal Description of Easement Areas
5. Plans and Specifications for Berm, Fence and Landscaping
6. Demolition Plan
7. Grating Plan

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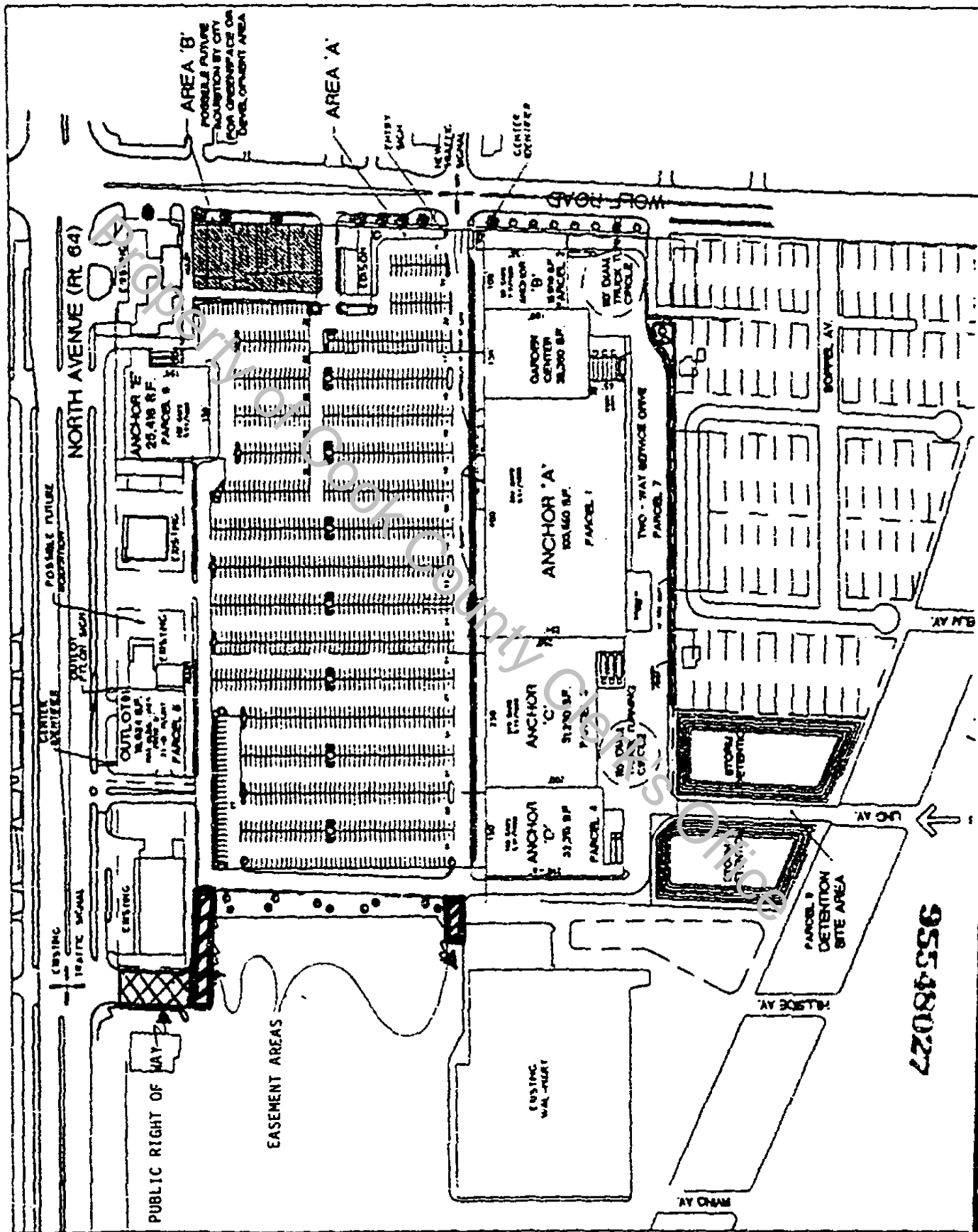
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## EXHIBIT 1



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WAL MART PREMISES

## EXHIBIT 2

### LEGAL DESCRIPTION

THAT PART OF "THE H.O. STONE NORTHLAKE ADDITION" AS RECORDED JULY, 1930 PER DOCUMENT NUMBER 10897148, BEING A SUBDIVISION OF THAT PART OF THE NORTHEAST QUARTER (1/4) OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 10 IN BLOCK 8 IN SAID "THE H.O. STONE NORTHLAKE ADDITION"; THENCE NORTH 88 DEGREES 48 MINUTES 10 SECONDS EAST, ALONG THE NORTH LINE OF SAID "THE H.O. STONE NORTHLAKE ADDITION", AND ALSO BEING THE SOUTH LINE OF NORTH AVENUE, 224.83 FEET; THENCE SOUTH 00 DEGREES 50 MINUTES 11 SECONDS WEST, ALONG THE EAST LINE OF LOT 8 (AND ITS SOUTHERLY EXTENSION) IN BLOCK 8 IN SAID "THE H.O. STONE NORTHLAKE ADDITION" 135.01 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 10 SECONDS EAST, ALONG A LINE 10.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLES THERETO) THE SOUTH LINE OF LOTS 1 THRU 8 (INCLUSIVE AND ITS WESTERLY EXTENSION) IN BLOCK 4 IN SAID "THE H.O. STONE NORTHLAKE ADDITION", 300.98 FEET; THENCE SOUTH 00 DEGREES 49 MINUTES 09 SECONDS WEST, ALONG A LINE 8.00 FEET EAST OF (AS MEASURED AT RIGHT ANGLES TO) THE EAST LINE OF LOTS 28 THRU 40 (INCLUSIVE) IN BLOCK 4 AND LOTS 30 THRU 45 (INCLUSIVE) IN BLOCK 11 AND ALL IN SAID "THE H.O. STONE NORTHLAKE ADDITION", 1077.27 FEET; THENCE NORTH 64 DEGREES 29 MINUTES 47 SECONDS WEST, ALONG THE SOUTHERLY LINE OF LOT 30 IN BLOCK 11 IN SAID "THE H.O. STONE NORTHLAKE ADDITION", 48.27 FEET; THENCE NORTH 62 DEGREES 18 MINUTES 03 SECONDS WEST, ALONG THE SOUTHERLY LINES OF LOTS 13 AND 24 (AND THE EASTERLY AND WESTERLY EXTENSIONS THEREOF) IN BLOCK 10 IN SAID "THE H.O. STONE NORTHLAKE ADDITION", 448.40 FEET; THENCE NORTH 00 DEGREES 47 MINUTES 43 SECONDS EAST, ALONG THE EAST LINE OF BLOCKS 8 AND 9 IN SAID "THE H.O. STONE NORTHLAKE ADDITION" AND ALSO BEING THE WEST LINE OF IRVING AVENUE, 930.31 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AREA = 528,962 SQ. FT. OR 12.143 ACRES MORE OR LESS

Tax No.: 15-06-203-044-0000

137 W. NORTH AVE

NORTHLAKE, ILLINOIS

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Exhibit - 3  
Reciprocal Easement Agreement

## Northlake Development Company Premises

### Legal Description

That part of "The H.O. Stone Northlake Addition", being a subdivision of that part of the Northeast Quarter of Section 6, Township 39 North, Range 12, East of the Third Principal Meridian, and recorded July 3, 1930 as Document No. 10697148 in Cook County, Illinois, described as follows:

Beginning at the Northeast corner of Lot 11 in Block 4 in said "The H.O. Stone Northlake Addition"; Thence North 88 degrees 48 minutes 02 seconds East along the South line of a public alley, 853.24 feet to the Northeast corner of Lot 43 in Block 1 in said subdivision; Thence South 00 degrees 49 minutes 22 seconds West along the East line of Lots 37 thru 43 (inclusive) all in Block 3 in said "The H.O. Stone Northlake Addition", and the Southerly extension of Lot 37, said line also being the West line of a 20 foot wide public alley, 224.87 feet to a point that is on the Westerly extension of the North line of Lot 20 in said Block 1; Thence North 88 degrees 47 minutes 26 seconds East along said North line of Lot 20, 132.52 feet to the Northeast corner of said Lot 20, and also being the West line of Wolf Road; Thence South 00 degrees 49 minutes 17 seconds West along the East line of said subdivision, and said West line of Wolf Road, 74.95 feet to the Southeast corner of Lot 22 in Block 1 in said subdivision; Thence South 88 degrees 46 minutes 57 seconds West along the South line of said Lot 22, 38.82 feet; Thence North 00 degrees 49 minutes 17 seconds East, 31.99 feet; Thence South 88 degrees 46 minutes 57 seconds West, 71.91 feet to the East line of a 20 foot wide public alley; Thence South 00 degrees 49 minutes 26 seconds West along the East line of said alley, 56.97 feet to the Southwest corner of Lot 23 in said Block 1; Thence North 88 degrees 46 minutes 57 seconds East along the South line of said Lot 23, 112.93 feet to the Southeast corner of said Lot 23, and the West line of said Wolf Road; Thence South 00 degrees 49 minutes 17 seconds West along the East line of said subdivision, and said West line of Wolf Road, 218.19 feet to the Southeast corner of Lot 13 in Block 14 in said subdivision; Thence South 88 degrees 46 minutes 39 seconds West along the South line of said Lot 13 extended Westerly, 132.88 feet to the East line of Lot 34 in said Block 14, and also being the West line of a 20 foot wide public alley; Thence South 00 degrees 48 minutes 46 seconds West along said West line of alley, 34.73 feet to the Southeast corner of Lot 33 in said Block 14; Thence South 88 degrees 45 minutes 25 seconds West along the South line of said Lot 33 extended Westerly, 189.04 feet to the Southeast corner of Lot 12 in Block 13, and also being the West right-of-way line of LaVerne Avenue; Thence South 00 degrees 49 minutes 26 seconds West along said West right-of-way line, 60.00 feet to the Southeast corner of Lot 14 in said Block 13; Thence South 88 degrees 46 minutes 19 seconds West along the South lines of said Lot 14 and Lot 27 in said Block 13, 266.16 feet to the Southwest corner of said Lot 27, and also being the East right-of-way line of Elm Avenue; Thence North 00 degrees 49 minutes 47 seconds East along said East right-of-way line, 39.93 feet to the Northwest corner of Lot 28 in said Block 13; Thence South 88 degrees 45 minutes 25 seconds West along the South line of Lot 12 in Block 12 in said subdivision extended Easterly, 198.99 feet to the centerline of a vacated alley; Thence South 00 degrees 49 minutes 17 seconds West along the centerline of said alley, 147.90 feet to the Northerly line of a 20 foot wide public alley; Thence North 68 degrees 16 minutes 44 seconds West along said Northerly line and the Southerly line of Lot 35 in Block 12 in said subdivision extended Northwesterly, 168.04

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## Exhibit - 3 Reciprocal Easement Agreement

### Northlake Development Company Premises

#### Legal Description

feet to an angle point, Thence North 64 degrees 32 minutes 08 seconds West along the Southerly line of Lot 19 in Block 11 extended Southeasterly and the Northerly line of said alley, 192.30 feet to the centerline of a vacated alley per Document number 24140323 and recorded in Cook County, Illinois; Thence North 00 degrees 49 minutes 59 seconds East along said centerline, 1067.32 feet to the South line of a 20 foot wide public alley; Thence North 88 degrees 48 minutes 02 seconds East along said South line, 192.66 feet to the point of beginning, excepting therefrom Lots 13 and 14 in said Block 11, and containing 1,037,518 square feet or 23.818 acres.

Also

Lots 1 thru 5 (inclusive) in Block 3 all in "The H.O. Stone Northlake Addition", being a subdivision of that part of the Northeast Quarter of Section 6, Township 39 North, Range 12, East of the Third Principal Meridian, and recorded July 3, 1930 as Document No. 106971 in Cook County, Illinois, and contains 16,624 square feet or 0.382 acres.

Also

That part of "The H.O. Stone Northlake Addition", being a subdivision of that part of the Northeast Quarter of Section 6, Township 39 North, Range 12, East of the Third Principal Meridian, and recorded July 3, 1930 as Document No. 106971 in Cook County, Illinois, described as follows:

Commencing at the Northeast corner of Lot 10 in Block 4 in said subdivision; Thence North 88 degrees 48 minutes 02 seconds East along the North line of said subdivision, and also being the South right-of-way line of North Avenue, 541.36 feet to the Northwest corner of Lot 8 in Block 2 of said subdivision and the point of beginning; Thence continuing North 88 degrees 48 minutes 02 seconds East along said South right-of-way line of North Avenue, 204.99 feet; Thence South 00 degrees 47 minutes 58 seconds West, 125.07 feet to the North line of a 20 foot wide public alley; Thence South 88 degrees 48 minutes 02 seconds West along said North line, 209.17 feet to the Southwest corner of said Lot 8; Thence North 00 degrees 52 minutes 41 seconds East along the West line of said Lot 8, 125.07 feet to the point of beginning, and containing 26,133 square feet or 0.603 acres.

*File Property Tax I.D. Numbers & Addresses See Attached Exhibit*

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EASEMENT AREAS

## EXHIBIT 4

### North Ingress and Egress Easement:

That part of "The H.O. Stone Northlake Addition", being a subdivision of that part of the Northeast Quarter of Section 6, Township 39 North, Range 12, East of the Third Principal Meridian, and recorded July 3, 1930 as Document No. 10697148 in Cook County, Illinois, described as follows:

Commencing at the Northwest corner of Lot 11 in Block 4 in said "The H.O. Stone Northlake Addition"; Thence South 88 degrees 48 minutes 02 seconds West along the North line of said Lot 11 extended Westerly, 8.01 feet to the centerline of a vacated public alley per Document No. 24140325 and recorded in Cook County, Illinois; Thence South 00 degrees 49 minutes 59 seconds West along said centerline, 28.41 feet; Thence South 88 degrees 48 minutes 34 seconds West, 193.64 feet; Thence North 01 degrees 11 minutes 26 seconds West, 38.40 feet to a line 10.00 feet South of (as measured at right angles thereto) the South line of Lots 1 thru 5 (inclusive and its Westerly extension) in Block 4 in said "The H.O. Stone Northlake Addition"; Thence North 88 degrees 48 minutes 34 seconds East along said line, 193.00 feet to said centerline of a vacated alley extended northerly; Thence South 00 degrees 49 minutes 59 seconds West along said centerline of a vacated alley, 10.01 feet to the point of beginning, and containing 7,462 square feet or 0.171 acres.

### South Ingress and Egress Easement:

That part of "The H.O. Stone Northlake Addition", being a subdivision of that part of the Northeast Quarter of Section 6, Township 39 North, Range 12, East of the Third Principal Meridian, and recorded July 3, 1930 as Document No. 10697148 in Cook County, Illinois, described as follows:

Commencing at the Northwest corner of Lot 11 in Block 4 in said "The H.O. Stone Northlake Addition"; Thence South 88 degrees 48 minutes 02 seconds West along the North line of said Lot 11 extended Westerly, 8.01 feet to the centerline of a vacated public alley per Document No. 24140325 and recorded in Cook County, Illinois; Thence South 00 degrees 49 minutes 59 seconds West along said centerline, 457.14 feet to the point of beginning; Thence continuing South 00 degrees 49 minutes 59 seconds West along said centerline, 30.02 feet; Thence South 88 degrees 48 minutes 31 seconds West, 75.68 feet; Thence North 01 degrees 09 minutes 09 seconds West, 30.00 feet; Thence North 88 degrees 48 minutes 31 seconds East, 76.72 feet to the point of beginning and containing 2,286 square feet or 0.052 acres.

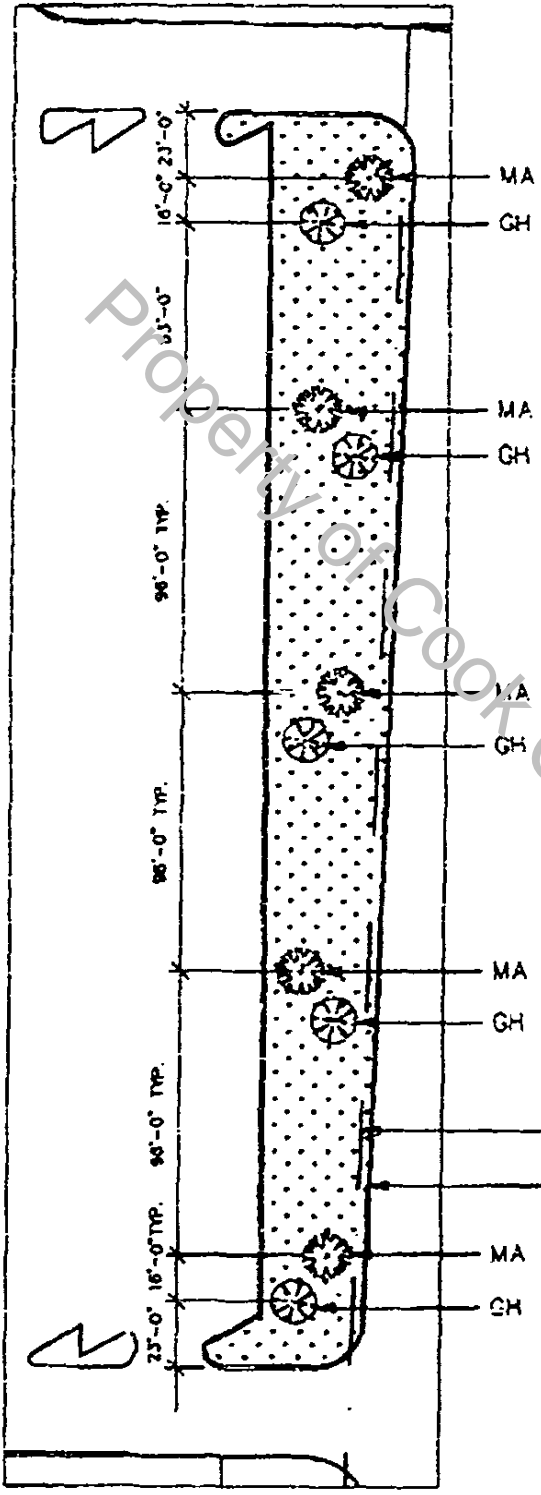
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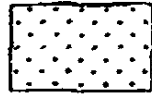
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## NORTHLAKE DEVELOPMENT COMPANY CROSS EASEMENT AGREEMENT EXHIBIT 5



### KEY



DENOTES NEW SODDED  
MEDIAN STRIP

MA =

NEW TREE - MARSHALL  
SEEDLESS ASH - 3 1/2"  
FRAXINUS LANCELOTA

GH =

NEW TREE - GREENGLORY  
HONEYLOCUST - 3 1/2"  
GLEDITSIA TRIACANTHOS  
INERMIS "GREENGLORY"

**3** LANDSCAPE PLAN  
SCALE: 1" = 60'



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## NORTHLAKE DEVELOPMENT COMPANY CROSS EASEMENT AGREEMENT EXHIBIT 6

EXISTING TREE TO REMAIN (TYP.)

EXISTING CURB & GUTTER TO BE REMOVED



EXISTING PAVEMENT TO BE  
REMOVED AND REPLACED

EXISTING WOODEN FENCE TO REMAIN

EXISTING TREE TO BE REMOVED (TYP.)

PROPERTY LINE

EXISTING CURB & GUTTER TO REMAIN

EXISTING WOODEN FENCE TO BE REMOVED

EXISTING CURB & GUTTER TO BE REMOVED

EXISTING PAVEMENT TO BE  
REMOVED AND REPLACED

EXISTING SIDEWALK TO BE REMOVED

EXISTING TREE TO BE REMOVED (TYP.)

EXISTING TREE TO REMAIN (TYP.)

EXISTING WOODEN FENCE TO REMAIN

EXISTING  
WALMART

GARDEN  
CENTER

**1** **DEMOLITION PLAN**  
SCALE: 1" = 60'



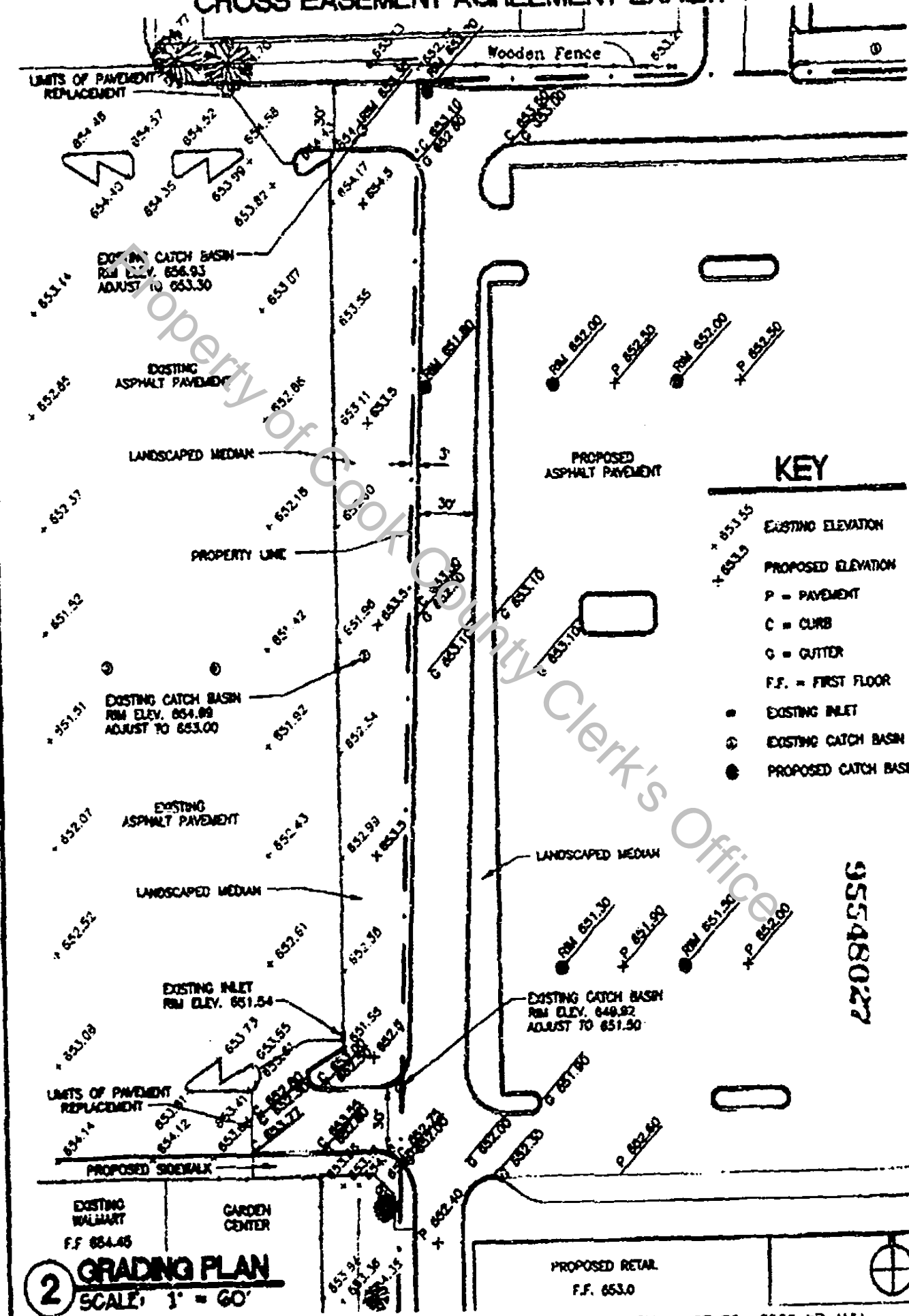
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## NORHLAKE DEVELOPMENT COMPANY CROSS EASEMENT AGREEMENT EXHIBIT 7



### KEY

- \* 853.35    EXISTING ELEVATION
- + 853.0    PROPOSED ELEVATION
- P = PAVEMENT
- C = CURB
- G = GUTTER
- F.F. = FIRST FLOOR
- EXISTING INLET
- EXISTING CATCH BASIN
- PROPOSED CATCH BASIN

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**2 GRADING PLAN**  
 SCALE: 1" = 60'  
 HARLEM BUILDING P.03

PROPOSED RETAIL  
 F.F. 653.0

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*EXHIBIT B*

A PORTION OF THE NORTH AND WOLF - SOUTHWEST COMMERCIAL REDEVELOPMENT AREA  
 PARCELS TO BE ACQUIRED UNDER THE REDEVELOPMENT AGREEMENT  
 ALSO DEFINED AS THE "THE PROPERTY"

ADDRESS	LOT #	BK	PIN REF #'S
22 S. ELM	12	3	15-06-205-027
22 S. ELM	11	3	15-06-205-026
23 S. ELM	40 & 39	2	15-06-206-044
27 S. ELM	38 & 37	2	15-06-206-045
30 S. ELM	15	3	15-06-205-030
30 S. ELM	14	3	15-06-205-029
30 S. ELM	13	3	15-06-205-028
33 S. ELM	96	2	15-06-206-015
33 S. ELM	94	2	15-06-206-017
33 S. ELM	95	2	15-06-206-016
34 S. ELM	17	3	15-06-205-032
34 S. ELM	15	3	15-06-205-031
38 S. ELM	18	3	15-06-205-033
38 S. ELM	19	3	15-06-205-034
39 S. ELM	33	2	15-06-206-018
39 S. ELM	32	2	15-06-206-019
41 S. ELM	31	2	15-06-206-020
41 S. ELM	30	2	15-06-206-021
42 S. ELM	21	3	15-06-205-035
42 S. ELM	20	3	15-06-205-036
45 S. ELM	28	2	15-06-206-023
45 S. ELM	29	2	15-06-206-022
46 S. ELM	23	3	15-06-205-038
46 S. ELM	22	3	15-06-205-037
49 S. ELM	27	2	15-06-206-024
49 S. ELM	26	2	15-06-206-025
50 S. ELM	25 & 24	3	15-06-205-041
100 S. ELM	2	12	15-06-211-033
100 S. ELM	1	12	15-06-211-032
101 S. ELM	39	13	15-06-212-002
101 S. ELM	40	13	15-06-212-001
104 S. ELM	4	12	15-06-211-035
104 S. ELM	3	12	15-06-211-034
107 S. ELM	37	13	15-06-212-004
107 S. ELM	38	13	15-06-212-003
110 S. ELM	5	12	15-06-211-036
110 S. ELM	6	12	15-06-211-037
111 S. ELM	36	13	15-06-212-005
111 S. ELM	35	13	15-06-212-006
114 S. ELM	7	12	15-06-211-038
114 S. ELM	8	12	15-06-211-039
115 S. ELM	34	13	15-06-212-007
115 S. ELM	33	13	15-06-212-008
118 S. ELM	9	12	15-06-211-040
118 S. ELM	10	12	15-06-211-041
119 S. ELM	31	13	15-06-212-010
119 S. ELM	32	13	15-06-212-009
122 S. ELM	12	12	15-06-211-043
122 S. ELM	11	12	15-06-211-042

ADDRESS	LOT #	BK	PIN REF #'S
123 S. LAVERNE	34 & 33	14	15-06-213-050
23 S. LIND	40	3	15-06-205-011
23 S. LIND	39	3	15-06-205-012
24 S. LIND	11 & 12	4	15-06-204-047
28 S. LIND	13 & 14	4	15-06-204-048
29 S. LIND	38	3	15-06-205-013
29 S. LIND	37	3	15-06-205-014
29 S. LIND	36	3	15-06-205-015
32 S. LIND	15 & 16	4	15-06-204-049
33 S. LIND	35 & 34	3	15-06-205-045
37 S. LIND	33 & 32	3	15-06-205-042
40 S. LIND	18	4	15-06-204-033
40 S. LIND	17	4	15-06-204-032
40 S. LIND	19 & 20	4	15-06-204-050
41 S. LIND	30	3	15-06-205-021
41 S. LIND	31	3	15-06-205-020
44 S. LIND	21	4	15-06-204-036
44 S. LIND	22 & 23	4	15-06-204-051
45 S. LIND	28	3	15-06-205-023
45 S. LIND	29	3	15-06-205-022
49 S. LIND	26	3	15-06-205-025
49 S. LIND	27	3	15-06-205-024
51 S. LIND	24 & 25	4	15-06-204-052
100 S. LIND	1	11	15-06-210-027
100 S. LIND	2	11	15-06-210-028
101 S. LIND	54	12	15-06-211-002
101 S. LIND	55	12	15-06-211-001
104 S. LIND	53	11	15-06-210-029
104 S. LIND	54	11	15-06-210-030
107 S. LIND	52	12	15-06-211-004
107 S. LIND	53	12	15-06-211-003
110 S. LIND	6	11	15-06-210-032
110 S. LIND	5	11	15-06-210-031
111 S. LIND	50	12	15-06-211-006
111 S. LIND	51	12	15-06-211-005
114 S. LIND	7	11	15-06-210-033
114 S. LIND	8	11	15-06-210-034
115 S. LIND	48	12	15-06-211-008
115 S. LIND	49	12	15-06-211-007
118 S. LIND	10	11	15-06-210-036
118 S. LIND	9	11	15-06-210-035
119 S. LIND	46	12	15-06-211-010
119 S. LIND	47	12	15-06-211-009
122 S. LIND	12	11	15-06-210-038
122 S. LIND	11	11	15-06-210-037
123 S. LIND	44	12	15-06-211-012
123 S. LIND	45	12	15-06-211-011
125 W. NORTH	12	3	15-06-205-044
127 W. NORTH	1	3	15-06-205-043

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*EXHIBIT B*

## PARCELS TO BE ACQUIRED UNDER THE REDEVELOPMENT AGREEMENT ALSO DEFINED AS THE "THE PROPERTY"

ADDRESS	LOT #	BKG	PIN REF #'S
123 S. ELM	30	13	15-06-212-011
123 S. ELM	29	13	15-06-212-012
22 S. LAVERNE	11 & N. 20' of 12	2	15-06-206-041
23 S. LAVERNE	42	1	15-06-207-012
23 S. LAVERNE	43	1	15-06-207-011
27 S. LAVERNE	41 & 40	1	15-06-207-053
33 S. LAVERNE	39,38 & 37	1	15-06-207-052
36 S. LAVERNE	16	2	15-06-206-031
36 S. LAVERNE	17	2	15-06-206-032
37 S. LAVERNE	36	1	15-06-207-018
37 S. LAVERNE	35	1	15-06-207-019
30 S. LAVERNE	15 & S. 20' of 14	2	15-06-206-043
38 S. LAVERNE	19	2	15-06-206-034
38 S. LAVERNE	18	2	15-06-206-033
26 S. LAVERNE	13 & S. 10' of 12	2	15-06-206-042
41 S. LAVERNE	34	1	15-06-207-020
41 S. LAVERNE	33	1	15-06-207-021
42 S. LAVERNE	21	2	15-06-206-036
42 S. LAVERNE	20	2	15-06-206-035
45 S. LAVERNE	31	1	15-06-207-023
45 S. LAVERNE	32	1	15-06-207-022
46 S. LAVERNE	23	2	15-06-206-038
46 S. LAVERNE	22	2	15-06-206-037
50 S. LAVERNE	24	2	15-06-206-039
50 S. LAVERNE	25	2	15-06-206-040
51 S. LAVERNE	29	1	15-06-207-025
51 S. LAVERNE	30	1	15-06-207-024
100 S. LAVERNE	1 & 2	13	15-06-212-042
101 S. LAVERNE	44 & 43	14	15-06-212-045
104 S. LAVERNE	4	13	15-06-212-024
104 S. LAVERNE	3	13	15-06-212-023
107 S. LAVERNE	42	14	15-06-213-008
107 S. LAVERNE	41	14	15-06-213-004
108 S. LAVERNE	6	13	15-06-212-026
108 S. LAVERNE	5	13	15-06-212-025
111 S. LAVERNE	40	14	15-06-213-005
111 S. LAVERNE	39	14	15-06-213-006
112 S. LAVERNE	7	13	15-06-212-027
112 S. LAVERNE	8	13	15-06-212-028
115 S. LAVERNE	38	14	15-06-213-007
115 S. LAVERNE	37	14	15-06-213-008
116 S. LAVERNE	10	13	15-06-212-030
116 S. LAVERNE	9	13	15-06-212-029
119 S. LAVERNE	35	14	15-06-213-010
119 S. LAVERNE	36	14	15-06-213-009
120 S. LAVERNE	11 & 12	13	15-06-212-041

ADDRESS	LOT #	BKG	PIN REF #'S
127 S. ELM	28	12	15-06-212-013
127 S. ELM	27	12	15-06-212-014
124 S. LAVERNE	13	13	15-06-212-033
124 S. LAVERNE	14	13	15-06-212-034
126 S. LIND	13	11	15-06-210-039
126 S. LIND	14	11	15-06-210-040
127 S. LIND	43	12	15-06-211-013
127 S. LIND	42	12	15-06-211-014
130 S. LIND	16	11	15-06-210-042
130 S. LIND	15	11	15-06-210-041
131 S. LIND	40	12	15-06-211-016
131 S. LIND	41	12	15-06-211-015
134 S. LIND	18	11	15-06-210-044
134 S. LIND	17	11	15-06-210-043
135 S. LIND	38	12	15-06-211-018
135 S. LIND	39	12	15-06-211-017
136 S. LIND	19	11	15-06-210-045
139 S. LIND	36	12	15-06-211-020
139 S. LIND	37	12	15-06-211-019
141 S. LIND	35	12	15-06-211-021
17 W. NORTH	2	1	15-06-207-002
17 W. NORTH	1	1	15-06-207-001
17 W. NORTH	W. 7' of 3	1	15-06-207-049
23 W. NORTH	9	2	15-06-206-009
23 W. NORTH	10	2	15-06-206-010
23 W. NORTH	8	2	15-06-206-008
51 W. NORTH	4	3	15-06-205-004
51 W. NORTH	3	3	15-06-205-003
51 W. NORTH	5	3	15-06-205-005
42 S. WOLF	20	1	15-06-207-035
44 S. WOLF	22 Front PkPt 21	1	15-06-207-044
48 S. WOLF	24,25,26,27,&28	1	15-06-207-046
100-102 S. WOLF	1	14	15-06-213-021
100-102 S. WOLF	3	14	15-06-213-023
100-102 S. WOLF	2	14	15-06-213-022
106-108 S. WOLF	4 & 5	14	15-06-213-049
110-112 S. WOLF	7	14	15-06-213-027
110-112 S. WOLF	6	14	15-06-213-026
118 S. WOLF	8	14	15-06-213-028
118 S. WOLF	9	14	15-06-213-029
118 S. WOLF	11	14	15-06-213-031
118 S. WOLF	10	14	15-06-213-030
122 S. WOLF	12	14	15-06-213-032
122 S. WOLF	13	14	15-06-213-033

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CONSENT

We consent to the granting of the Reciprocal Easement Agreement attached hereto as Exhibit A.

RETAIL TRUST IV,  
a Delaware business trust created under  
the Trust Agreement

By: Wilmington Trust Company, acting not in  
its individual capacity, but solely as  
Corporate Owner Trustee

By: [Signature]  
Name: ANNE E. ROBERTS  
Title: Financial Services Officer

By: Eric A. Wade, Attorney in Fact (SEAL)  
William J. Wade,  
acting not individually, but solely as  
Individual Owner Trustee

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STATE OF DELAWARE ) §  
  ) §  
COUNTY OF New Castle ) §

This instrument was acknowledged before me on this 21 day of July 1995, by Anne E. Roberts, Financial Services Officer of Wilmington Trust Company, acting not in its individual capacity, but solely as Corporate Owner Trustee for Retail Trust IV.

Vernessa E. Robinson  
Notary Public, State of Delaware  
Vernessa E. Robinson  
Printed Name of Notary

My Commission Expires:  
VERNESSA E. ROBINSON  
NOTARY PUBLIC  
My Commission expires October 12, 1998

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11/11/2011 10:42:11 AM

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STATE OF DELAWARE )  
COUNTY OF New Castle ) ss.:

*ERIC H. MARZIE, attorney in fact for*

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 acknowledgments, 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 an Individual Owner 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 an 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 acknowledgment in the State and County named above on the 21<sup>st</sup> day of July, 1995.

My Commission Expires:

NOTARIAL SEAL  
LISA M. HARRISON, NOTARY PUBLIC  
State of Delaware  
Date of Appointment: 09-01-94  
My Commission Expires: September 1, 1999

*Lisa M. Harrison*

Notary Public

LISA M. HARRISON

Printed Name

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## CERTIFICATE

Pursuant to Section 8.01(b)(v) of the Indenture dated as of November 1, 1994 (as amended, supplemented or otherwise modified through the date hereof, the "Indenture") between Retail Trust IV, a Delaware business trust created under the Trust Agreement dated as of November 1, 1994 among First Chicago Leasing Corporation and FHL SPC One, Inc., as Owner Participants, and Wilmington Trust Company and William J. Wade, as Owner Trustee, and The First National Bank of Chicago, the Corporate Owner Trustee (as defined in the Indenture) hereby certifies that the interests of the Related Holders (as defined in the Indenture) will not be adversely affected by the Reciprocal Easement Agreement attached hereto between Wal-Mart Stores, Inc. and Northlake Development Company and the attached Consent thereto signed by the Owner Trustees (as defined in the Indenture).

WILMINGTON TRUST COMPANY,  
acting not in its individual capacity, but  
solely as Corporate Owner Trustee

By: \_\_\_\_\_

Name: ANNE E. ROBERTS

Title: Financial Services Officer

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STATE OF DELAWARE    )  
                              )    ss.  
NEW CASTLE COUNTY    )

ON THIS 7th day of July,  
1995, personally appeared William J. Wade, known to me to be  
the person whose name is subscribed to the foregoing instru-  
ment, and acknowledged before me that he executed the same  
for the purposes therein contained.

WITNESS my Hand and Notarial Seal.

  
Notary Public

NOTARIAL SEAL  
BARBARA A. WHEELER NOTARY PUBLIC  
State of Delaware  
Date of Appointment: 06-20-94  
My Commission Expires: June 20, 1996

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## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that pursuant to the authority granted in the Trust Agreement described below (the "Trust Agreement"), the undersigned, WILLIAM J. WADE, as Trustee under said Trust Agreement, has made, constituted and appointed ERIC A. MAZIE the undersigned's true and lawful Attorney, and in the name, place and stead of the undersigned to execute and deliver all documents and to take any and all other acts which might be taken by the undersigned under and in accordance with the said Trust Agreement.

THIS POWER OF ATTORNEY AND THE POWERS HEREINBEFORE CONFERRED UPON MY SAID ATTORNEY SHALL NOT BE AFFECTED BY MY SUBSEQUENT DISABILITY OR INCAPACITY. THIS POWER OF ATTORNEY SHALL CONSTITUTE A "DURABLE POWER OF ATTORNEY" WITHIN THE MEANING OF TITLE 12, DELAWARE CODE, SECTION 4901. THIS POWER OF ATTORNEY SHALL CONTINUE IN FULL FORCE AND MAY BE ACCEPTED AND RELIED UPON BY ANY PERSON TO WHOM IT IS PRESENTED AND WHO, WITHOUT ACTUAL KNOWLEDGE OF MY DEATH OR MY REVOCATION OF THIS POWER OF ATTORNEY, ACTS IN GOOD FAITH AND RELIANCE UPON IT.

GIVING AND GRANTING unto the said Attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done with respect to the above matters, as fully, and to all intents and purposes, as the undersigned might or could do if personally present; hereby ratifying and confirming all that the said Attorney shall lawfully do, or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the said William J. Wade has hereunto set his hand as Trustee this 7th day of July, 1995.

WITNESS:

Victoria D. Jety  
Kristen Akhill

William J. Wade  
William J. Wade,  
as Trustee

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