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This Instrument Was Prepared
By And When Recorded Should
Be Mailed To:

Jeanne Doyle Kelly
c/o Holleb & Coff
55 E. Monroe St.
Suite 4100
Chicago, IL 60603-5896

96047361

DEPT-01 RECORDING \$69.00
7:00:12 TRAM 8756 01/18/96 11:27:00
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COOK COUNTY RECORDER

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by DJ
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RECIPROCAL EASEMENT AND OPERATION AGREEMENT

69.00

THIS RECIPROCAL EASEMENT AND OPERATION AGREEMENT ("Agreement") is made as of the 11th day of January, 1996 by and among LASALLE NATIONAL TRUST, N.A., AS SUCCESSOR TRUSTEE TO LASALLE NATIONAL BANK, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 15, 1972 AND KNOWN AS TRUST NO. 44143 ("Shopping Center Owner"), and ALBANY BANK & TRUST COMPANY N.A., NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 8, 1995, AND KNOWN AS TRUST NO. 11-5159 ("Outparcel Owner").

RECITALS:

A. Shopping Center Owner is the owner of a certain tract of land containing approximately twenty-two (22) acres, legally described in Exhibit A attached hereto and hereby made a part hereof (the "Shopping Center Tract").

B. Outparcel Owner is the owner of a certain tract of land containing approximately fourteen thousand (14,000) square feet legally described in Exhibit B attached hereto and hereby made a part hereof (the "Outparcel Tract"). Outparcel Owner intends to construct upon the Outparcel Tract a building including approximately ten thousand (10,000) square feet of rentable area.

C. The Shopping Center Tract and the Outparcel Tract (collectively, the "Shopping Center") are contiguous and adjacent to each other.

D. The parties hereto, for themselves and their respective successors and assigns, desire to enter into certain additional covenants and agreements to provide for the future development of the Shopping Center and the continued operation of the Shopping

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Center as a unified and coordinated retail and related service center.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do agree as follows:

ARTICLE I.

DEFINITIONS AND TERMS

The following definitions and terms shall apply to this Agreement. The definitions appearing hereinbelow shall apply to the singular and plural forms of the terms being defined.

Common Area. "Common Area" shall mean all areas within the Shopping Center which are available for the common use and benefit of the Parties and other Occupants, exclusive of buildings (which for the purpose of this Agreement shall include any appurtenant canopies, supports, loading docks, truck ramps and docks, trash compactors and other outward extensions, pilasters, overhangs and footings projecting into the Common Area). The Common Area includes, without limitation, all roadways, aisles, parking areas, non-exclusive loading areas, driveways, sidewalks and lighting and drainage facilities.

Common Area Expense. "Common Area Expense" shall mean the total of all normal and customary items of cost and expense incurred or expended by the Owner of the Shopping Center Tract in maintaining the Common Area in accordance with Section 4.1 hereof.

Floor Area. "Floor Area" shall mean gross leasable floor area of all buildings located on the property in question.

Occupant. "Occupant" shall mean any Person from time to time entitled to the use and occupancy of any portion of any Tract under an ownership right or any lease, sublease, license, concession or similar agreement.

Owner. "Owner" shall mean any Person that now or at any time hereafter is the holder of record fee title of a Tract or any portion of any Tract.

Party. "Party" shall mean, collectively and individually, each signatory hereto together with their respective successors and assigns who become Owners of any portion of the Shopping Center.

Percentage Share. "Percentage Share" shall mean the fraction, the numerator of which is the Floor Area of all buildings on the relevant Tract and the denominator of which is the Floor Area of all buildings on the Shopping Center.

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Permittee. "Permittee" shall mean all Occupants and the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, subtenants and concessionaires of Occupants.

Person. "Person" shall mean any individual, partnership, firm, association, corporation, trust or other entity.

Recorder's Office. "Recorder's Office" shall mean the office of the Cook County Recorder of Deeds.

Shopping Center. "Shopping Center" shall mean, collectively, the Shopping Center Tract and the Outparcel Tract.

Site Plan. "Site Plan" shall mean the Site Plan attached to this Agreement as Exhibit C.

Tract. "Tract" shall mean each of the Shopping Center Tract and the Outparcel Tract.

Utility Lines. "Utility Lines" shall mean those facilities and systems for the transmission of utility services, including sanitary sewers, storm drains, water and gas mains, electric power lines, telephone, cable TV and other communications lines that provide the applicable service to both Tracts. "Separate Utility Lines" shall mean those Utility Lines located on one Tract which provide service to another Tract and do not provide service to the Tract on which it is located.

Zoning Ordinance. The Zoning Ordinance of the Village of Niles as it may be modified, amended, supplemented or re-enacted from time to time.

ARTICLE II

EASEMENTS

2.1 Easements.

(a) Each Owner hereby reserves, grants and conveys to each other Owner for its use and for the use of its Permittees, in common with others entitled to use the same, a perpetual non-exclusive easement for the passage and parking of passenger, service and delivery vehicles over and across those portions of the Shopping Center used for parking and driveway areas of the granting Owner's Tract as the same may now or hereafter be located thereon, and for the passage and accommodation of pedestrians over and across the parking and driveway areas of the granting Owner's Tract, as the same may now or hereafter be located thereon.

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(b) The easement rights granted by this Section 2.1 shall be subject to the following reservations as well as any other applicable provisions contained in this Agreement:

(i) Shopping Center Owner reserves the right to relocate the driveway areas and parking areas on its Tract; provided, however, that (A) such relocation shall not cause an unreasonable adverse impact on the ingress and egress from the grantee's Tract to the access points from the Shopping Center to Milwaukee Avenue and Golf Road and (B) such relocation shall be in compliance with all applicable governmental laws, rules, regulations, orders, and the Zoning Ordinance.

(ii) Each Owner reserves the right to close off any portion of the parking or driveway areas located within its Tract for such reasonable period of time as may be legally necessary, in the opinion of such Owner's counsel, to prevent the acquisition of prescriptive rights by anyone; provided, however, that prior to closing off any such portion of the Shopping Center, such Owner shall give written notice to each other Owner of its intention to do so, and shall attempt to coordinate such closing with each other Owner so that no unreasonable interference with the passage of pedestrians or vehicles shall occur.

(iii) Each Owner further reserves the right at any time and from time to time to exclude and restrain any Person who is not a Permittee from using its portion of the Common Area.

2.2. Utility Easements. Each Owner hereby reserves, grants and conveys to each other Owner a non-exclusive perpetual easement in, to, over, under, along and across the Common Area of the granting Owner's Tract for the installation, operation, maintenance, repair and relocation of any and all present and future Utility Lines needed to serve such other Owner's Tract, at all locations where said Utility Lines now exist and such other locations as may be approved in accordance with the terms and conditions hereof. All easements for such Utility Lines to be installed or relocated in the future shall be subject, as to location and time when work may be performed, to the approval of the grantor Owner, which approval shall not be unreasonably withheld or delayed; provided, however, that in no event shall such work be performed during the period from November 15 through December 31 of any year (except in the case of emergency). The cost of installation or relocation of such Utility Lines at the request of the grantee Owner shall be paid by the grantee Owner in each instance. Each Owner shall repair, maintain and replace all Utility Lines located on its Tract, except any Separate Utility Lines. The grantee Owner shall, at its sole cost and expense, repair, maintain and replace all Separate Utility Lines (including any damage to any improvements on the Common Area), but such repair, maintenance and replacement shall be performed only after (10) days written notice to the grantor Owner and shall not be performed during the period from November 15 through December 31 of

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any year, except in the case of emergency or as may be reasonably necessary. The grantor Owner may, at its expense, relocate on the affected Tract any Utility Line after thirty (30) days written notice to the grantee Owner (except that advance notice shall not be required if such relocation is due to emergencies or governmental requirements), provided such relocation shall not be performed during the period from November 15 through December 31 of any year (except in the case of emergency), shall not interrupt or diminish the utility service to the Tract being served or reduce or impair the usefulness or function of such utility, and shall be performed without cost or expense to the grantee Owner. All repair, maintenance, installation and relocation permitted or required under this Section 2.2 shall be performed in a manner so as to minimize any interference or interruption of the normal business operations of the Shopping Center. To the extent any such repair, maintenance, installation and relocation is performed pursuant to this Section 2.2 by the grantee Owner on the grantor Owner's Tract, it shall be performed (i) to the extent applicable, only by contractors licensed by the Village of Niles and (ii) in a manner free from mechanic's liens and other liens or claims for liens, except that the grantee Owner shall have thirty (30) days to have such lien released and discharged of record or to cause a title insurance company reasonably acceptable to the grantor Owner to insure against loss or damage that may be occasioned by any such lien. The parties acknowledge and agree that the Outparcel Owner may, subject to the approval of the Village of Niles, construct, maintain and replace improvements over that certain storm sewer line located on the Outparcel Tract which services the Shopping Center.

2.3 Owner's Failure to Maintain, Repair and Replace Utility Lines and Separate Utility Lines. Should any Owner ("Defaulting Owner") fail to perform its obligations pursuant to Section 2.2 hereof to maintain, repair and replace Utility Lines or Separate Utility Lines, the other Owner ("Nondefaulting Owner") shall have the right, after thirty (30) days' prior written notice, except in the case of emergency, in which case prior notice shall not be required, to enter upon the Defaulting Owner's Tract for the purpose of performing such necessary maintenance, repair or replacement work. The Defaulting Owner shall reimburse the Nondefaulting Owner for the cost of such work performed by the Nondefaulting Owner within thirty (30) days after the Nondefaulting Owner has completed such work and delivered to the Defaulting Owner copies of final statements and invoices for such work. The Nondefaulting Owner shall have the right to lien the Defaulting Owner's Tract in the event of nonpayment as provided in Section 4.1(d) hereof.

ARTICLE III

BUILDING ENCROACHMENT EASEMENTS

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The parties acknowledge and agree that upon construction of the intended improvements on the Outparcel Tract, a portion of the improvements on the Shopping Center Tract will encroach upon the Outparcel Tract. In particular, the footings and other appurtenant supports of the building located on the Shopping Center Tract will encroach upon the Outparcel Tract. In addition, the west side exit door for Space 14 identified on the Site Plan will open into a hallway leading to a service door exit located within the improvements to be constructed on the Outparcel Tract. The Owner of the Outparcel Tract hereby grants to the Owner of the Shopping Center Tract and the Occupant of said Space 14 and its Permittees, a non-exclusive easement for (i) the maintenance, repair and replacement of footings, and any other appurtenant building support encroachments, and (ii) the passage of persons for emergency purposes in, to, from, over and through said Space 14 west side exit door hallway and service door to be located from time to time within the improvements to be constructed on the Outparcel Tract. The foregoing easements shall continue in effect for the term of this Agreement and thereafter for so long as the building benefitting from the foregoing easements exists (including a reasonable period to permit reconstruction or replacement of such building(s) if the same shall be destroyed, damaged or demolished).

ARTICLE IV

MAINTENANCE, OPERATIONS AND CONSTRUCTION

4.1. Overall Maintenance and Operation of Shopping Center.

(a) Subject to the provisions of Sections 2.2 and 4.1(b) hereof, each Owner of each Tract shall, at such Owner's own expense, supervise, operate, manage, repair, replace and maintain at all times the buildings and all improvements now or hereafter located on its Tract in good repair and in a clean, safe, sightly, sanitary and sound condition, free from refuse, rubbish, snow, ice, standing water, debris and dirt.

(b) The Owner of the Shopping Center Tract shall perform or cause to be performed the supervision, operation, management, maintenance, repair and replacement of the Common Area in good repair, in a clean, safe, sightly, sanitary and sound condition, free from refuse, rubbish, snow, ice, standing water, debris and dirt and in conformity with all governmental regulation. Although footings and any other outward underground extensions of any building projecting into the Common Area or the Outparcel Tract, as the case may be, shall be maintained and repaired by the owner of said building (including any damage to any improvements on the Common Area or the Outparcel Tract, as the case may be, required in connection therewith), any Common Area located above any such underground extension shall be maintained by the Owner of the Shopping Center Tract in accordance with this subsection.

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(c) In connection with the performance of its obligations under Subsection 4.1(b) hereof, the Owner of the Shopping Center Tract shall be reimbursed by the Owner of the Outparcel Tract in an amount equal to the Outparcel Tract's Owner's Percentage Share of the Common Area Expense. The Owner of the Shopping Center Tract shall notify the Owner of the Outparcel Tract of the amount reasonably estimated by the Owner of the Shopping Center Tract to be the monthly amount due from the Owner of the Outparcel Tract for Common Area Expense. On the first day of each month, in advance, the Owner of the Outparcel Tract shall pay to the Owner of the Shopping Center Tract said estimated amount. At the end of each calendar year the monthly amount due from the Owner of the Outparcel Tract shall be revised on the basis of the good faith estimate of the Owner of the Shopping Center Tract as to Common Area Expense for the following year. Within one hundred eighty (180) days after the end of each calendar year, the Owner of the Shopping Center Tract shall furnish to the Owner of the Outparcel Tract a statement of the total Common Area Expense actually incurred for the year just ended. Within thirty (30) days thereafter, in accordance with the provisions hereof, there shall be an adjustment between the Owner of the Shopping Center Tract and the Owner of the Outparcel Tract with payment to, or repayment by, the Owner of the Shopping Center Tract, as the case may be, to the end that the Owner of the Shopping Center Tract shall receive the entire actual amount of the Outparcel Tract Owner's share of the Common Area Expense for such year.

(d) In the event of the failure of any Owner of the Outparcel Tract to reimburse the Owner of the Shopping Center Tract for such Owner's Percentage Share of the Common Area Expense, the Owner of the Shopping Center Tract shall have a lien on the Outparcel Tract, which lien, after thirty (30) days written notice to the Owner of the Outparcel Tract, shall be perfected upon recording of a notice thereof in the Recorder's Office. Such notice shall contain the following: (A) the name of the lien claimant; (B) an identification of the Owner (or reputed Owner) of the Outparcel Tract; (C) a statement that the lien is claimed pursuant to the provisions of this Agreement; and (D) a certification that a copy of such notice has been served upon such Owner in accordance with the provisions of this Agreement. Such lien may be foreclosed by the holder thereof in the same manner as the foreclosure of a mortgage lien, deed of trust or mechanic's lien within the jurisdiction. Any lien securing such payment shall, however, be subordinate to (A) any bona fide mortgages or deeds of trust given for valid consideration and affecting any Tract or the improvements thereon (or any portion thereof) recorded prior to the recording and perfecting of such lien, or (B) the rights of any purchaser at any foreclosure or trustee's sale (as well as any grantee by deed in lieu of foreclosure or trustee's sale) pursuant to any mortgage or deed of trust described in clause (A) above who shall take title free and clear from any such lien (provided that the amounts secured by such lien shall be paid from sale proceeds, to the extent said proceeds are available), but such purchaser or grantee shall otherwise be subject to the provisions of this Agreement.

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4.2 Construction on Outparcel Tract. The Owner of the Outparcel Tract shall construct all buildings and improvements on the Outparcel Tract from time to time in a manner (as far as architectural design, facade and set-back are concerned) which are either (i) substantially in accordance with the plans and specifications prepared by Hirsch Associates Architecture & Planning dated December 28, 1995 or (ii) not in conflict with the general style or appearance of the buildings and improvements located on the Shopping Center Tract from time to time.

ARTICLE V

REMEDIES

5.1. Defaults and Remedies.

(a) If any Party shall default in the performance of an obligation required of such Party (such Party being referred to hereinafter as a "Defaulting Party"), then each non-Defaulting Party shall have the right to prosecute any proceedings at law or in equity against any Defaulting Party or any other Person violating or attempting to violate or defaulting upon any of the provisions contained in this Agreement, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation by another of any of the terms, covenants or conditions of this Agreement, or to obtain a decree to compel performance of any such terms, covenants or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. All costs and expenses of any such proceeding, including reasonable attorneys fees, court costs and expert witness fees, of the prevailing Party in such proceeding shall be assessed against the non-prevailing Party. All of the remedies permitted or available to a Party under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

(b) In the event that the Owner of any Tract shall be delayed or hindered in, or prevented from, the performance of any act required to be performed by such Owner by reason of Acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, adverse weather conditions preventing the performance of work as certified to by an independent architect, war, or other reason beyond such Owner's reasonable control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay. Lack of funds or financial inability to perform shall not be deemed to be a cause beyond the control of the Owner of any Tract.

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ARTICLE VI

TERM

The term of this Agreement shall be for ninety-nine (99) years commencing as of the date of this Agreement and shall be automatically extended for five (5) successive periods of twenty (20) years each; provided, however, that the easements referred to herein as being perpetual or as continuing beyond the term of this Agreement shall survive the termination of this Agreement and continue in force and effect as provided therein.

ARTICLE VII

EFFECT OF INSTRUMENT

7.1. Mortgages. Any mortgage or deed of trust or lease affecting any portion of any Tract shall at all times be subject and subordinate to the terms of this Agreement, except as otherwise provided herein, and any person(s) or entity foreclosing any such mortgage or deed of trust or terminating such lease or acquiring title by deed in lieu of foreclosure shall hold title to such Tract subject to all of the terms of this Agreement.

7.2. Equitable servitude. Each and every agreement, covenant, promise, undertaking, condition, easement, right, privilege, option and restriction made, granted or assumed, as the case may be, by each Owner of each Tract under this Agreement is made by such Owner not only personally but also as an Owner of a Tract and shall constitute an equitable servitude on the Tract owned by such Owner appurtenant to and for the benefit of the other Tracts. Any transferee of any Tract shall automatically be deemed, by acceptance of the title to such Tract, to have assumed all obligations of this Agreement relating thereto and to have agreed with the Owners of the other Tracts to execute any and all instruments and to do any and all things reasonably required to carry out the intention of this Agreement. Any transferor of its interest in a Tract shall, upon the completion of such transfer, be relieved of all further liability under this Agreement except such liability as may have arisen during its period of ownership of the Tract (or portion thereof) so conveyed which remains unsatisfied. However, nothing in this Section 7.2 shall be construed to impose personal liability on a trustee of an Illinois land trust.

7.3. Rights Conferred. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of any Tract to the general public or for any public use or purpose whatsoever, it being the intention of the Parties that nothing in this Agreement, express or implied, shall confer upon any person, other than the Parties, any rights or remedies under or by reason of this Agreement.

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ARTICLE VIII

NOTICES

8.1. Any notice, report, or demand required, permitted or desired to be given under this Agreement, shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if it is mailed postage prepaid by registered or certified mail, return receipt requested, to the respective Parties and their mortgagees of which the Party giving the notice has actual knowledge, at the following addresses or at such other addresses as the parties may from time to time designate by like notice:

If to the Owner of the Shopping Center Tract, at:

Joseph J. Freed and Associates, Inc.
1400 South Wolf Road
Building 100
Wheeling, Illinois 60090
Attn: Scott F. Sternfield, Esq.

with a copy to:

Holleb & Coff
55 E. Monroe Street
Suite 4100
Chicago, Illinois 60603
Attn: Jeanne Doyle Kelly, Esq.

If to the Owner of the Outparcel Tract, at:

c/o Joseph J. Freed and Associates, Inc.
1400 South Wolf Road
Building 100
Wheeling, Illinois 60090
Attn: Scott F. Sternfield, Esq.

with a copy to:

Holleb & Coff
55 E. Monroe Street
Suite 4100
Chicago, Illinois 60603
Attn: Jeanne Doyle Kelly, Esq.

ARTICLE IX

MISCELLANEOUS

9.1. Severability. If any provision of this Agreement, or portion thereof, or the application thereof to any Persons or circumstances, shall, to any extent, be held invalid, inoperative,

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or unenforceable, then (a) the remainder of this Agreement, or the application of such provision or portion thereof to any other Persons or circumstances, shall not be affected thereby, (b) it shall not be deemed that any such invalid provision affects the consideration for this Agreement, and (c) each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9.2. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Illinois.

9.3. Interpretation. The Article and Section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Whenever herein the singular is used, the same shall include the plural, and the plural shall include the singular.

9.4. No Joint Venture. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render any of said Parties liable for the debts or obligations of any other Party.

9.5. Covenants Running with the Land. All provisions of this Agreement, including the benefits and burdens, shall run with the land and be binding upon and inure to the benefit of each Owner of each Tract and their respective successors, assigns, grantees, heirs, personal representatives and tenants.

9.6. Amendments. No changes shall be made in this Agreement without the consent of the Owner of each Tract affected thereby and each mortgagee of each such affected Tract.

9.7. Further Assurances. Each Owner of each Tract hereby agrees to execute and deliver such additional documents and instruments as may be reasonably required to confirm the rights and obligations of the parties created hereunder. At any time and from time to time, each Party, upon request in writing from any other Party or the mortgagee of any Tract, agrees to execute, acknowledge and deliver to the requesting Party or mortgagee a statement in writing certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and any other reasonable information requested by such Party or such Party's mortgagee.

9.8. Rule Against Perpetuities. If any of the options, covenants, rights or privileges created hereunder would otherwise be unlawful or void for violating the rule against perpetuities or any other statute or common law rule imposing similar time limits, then such provision shall continue only until twenty-one (21) years after the death of the last survivor of the now living lineal descendants of George Herbert Walker Bush, the 41st President of the United States of America.

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9.9 Construction and Interpretation.

(a) Whenever required by the context of this Agreement, (i) the singular shall include the plural and vice versa, and the masculine shall include the feminine and neuter genders and vice versa; and (ii) use of the words "including", "include", or words of similar import, when following any general term, statement or matter shall not be construed to limit such statement, term or matter to specific items, whether or not language of non-limitation, such as "without limitation", or "but not limited to", are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest scope of such statement, terms or matter.

(b) The captions preceding the text of each article and section are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Agreement. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.

(c) Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

(d) This Agreement may be executed in several counterparts, each of which shall be deemed an original. The signatures to this Agreement may be executed and notarized on separate pages and when attached to this Agreement shall constitute one complete document.

ARTICLE X

TRUSTEE'S EXCULPATION

10.1 Trustee Exculpation. This Agreement is executed by LaSalle National Trust, N.A. and Albany Bank & Trust Company, N.A., not personally but as Trustees as aforesaid, in the exercise of the power and authority conferred upon and vested in such Bank(s) as such Trustees and said Trustees hereby warrants that they possess full power and authority to execute this Agreement. It is expressly understood and agreed by and between the Parties, that the representations, covenants, warranties and agreements made on the part of the Trustees, or either of them, while purporting to be the representations, covenants, undertakings, warranties and agreements of said Trustees, are nevertheless made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Trustees or for the purpose or with the intention of binding Trustees personally but are made and are intended for the purpose of binding only the trust property, and this Agreement is executed and delivered by said Trustees not in

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their own right, but solely in the exercise of the power conferred upon them as said Trustees; and that no personal liability or personal responsibility is assumed or shall at any time be asserted or enforceable against said Trustees on account of this Agreement or on account of any representations, covenants, undertakings, warranties or agreements of said Trustees in this Agreement contained, either express or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative effective as of the day and year first above written.

LASALLE NATIONAL TRUST, N.A.,
as Successor Trustee to
LaSalle National Bank, as
Trustee under Trust Agreement
dated May 15, 1972 and
known as Trust No. 44143

By: [Signature]
SR. VICE PRESIDENT

ATTEST:

By: [Signature]
Its: Assistant Secretary

ALBANY BANK & TRUST COMPANY N.A.
as Trustee under Trust
Agreement dated December 8, 1995
and known as Trust No. 11-5159

By: [Signature]
[Signature]

ATTEST:

By: [Signature]
Its: [Signature]

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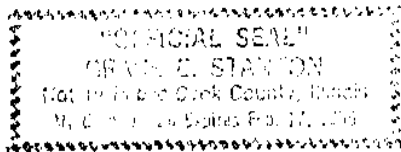
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STATE ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Arnold J. Karzov, Trust Officer and Michael Bentcover, Vice President, personally known to me to be the Trust Officer and Vice President, respectively, of ALBANY BANK & TRUST COMPANY N.A., as Trustee as aforesaid, are the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person and acknowledged that they have signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN, under my hand and notarial seal this 12th day of January, 1996.



Gerald E. Stanton
Notary Public

My Commission Expires: _____

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CONSENT OF MORTGAGEE

Massachusetts Mutual Life Insurance Company, a Corporation organized and existing under the laws of Massachusetts, holder of a Mortgage dated Oct 18, 1988, and recorded October 19, 1988 as Document No. 88480245 * covering the Shopping Center Tract, hereby consents to the execution and recording of the foregoing Reciprocal Easement and Operation Agreement and agrees that said Mortgage is subject and subordinate thereto.

Notice sent by any Owner pursuant to Section 8.1 shall be sent to the undersigned mortgagee at the following address:

Massachusetts Mutual Life Insurance Company
 1295 State Street
 Springfield, Massachusetts 01111
 Attn: Real Estate Investment Division

IN WITNESS WHEREOF, Massachusetts Mutual Life Insurance Company has caused this instrument to be signed by its duly authorized officers on this 12th day of January, 1996.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

By: A. G. Serfat
 Its: Second Vice President

ATTEST:

By: Michael J. Stabowda
 Its: Trustee/Notary Director

* The Mortgage has been amended by a Note and Mortgage Modification Agreement dated as of November 4, 1988 and recorded on January 9, 1989 in the office of the Recorder of Deeds of Cook County, Illinois as Document 89010643, and further amended by a Second Amendment to Mortgage, Security Agreement and Financing Statement, dated May 1, 1994 and recorded June 3, 1994, in the office of the Recorder of Deeds of Cook County, Illinois as Document 94496309.

Third Amendment and Partial Release of Mortgage, Security Agreement and Financing Statement dated January 12, 1996 and Recorded 1-18-96 as Doc # 96047359

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STATE OF Illinois)
COUNTY OF Cook) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that A. G. Seltzer and Malcolm H. [unclear], personally known to me to be the second Vice President and Investment Director, respectively, of Massachusetts Mutual Life Insurance Company are the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person and acknowledged that they have 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.

GIVEN under my hand and notarial seal this 12th day of January, 1996.

Magdalena Marling
Notary Public

My commission expires: 4-5-99



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EXHIBIT A

LEGAL DESCRIPTION

(Shopping Center Tract)

PARCEL 1

A TRACT OF LAND, BEING PART OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

THAT PART OF THE NORTH 1/2 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF BLOCKS 3 AND 4 OF SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF THE NORTH EAST 1/4 AND PART OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SAID SECTION 14 BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 14 WITH THE CENTER LINE OF MILWAUKEE AVENUE; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID ROAD, 1047.94 FEET; THENCE NORTHEASTERLY ALONG A LINE DRAWN AT RIGHT ANGLES TO SAID CENTER LINE 55.22 FEET TO THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AS SAID LINE IS DESCRIBED IN THAT CAUSE ENTITLED STATE OF ILLINOIS AGAINST METROPOLITAN INSURANCE COMPANY - CONDEMNATION - 60 'S' 9982 TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHEASTERLY ALONG SAID LINE DRAWN AT RIGHT ANGLES TO THE CENTER LINE OF MILWAUKEE AVENUE, 495.37 FEET TO A POINT ON A LINE DESCRIBED AS BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF THE RESUBDIVISION OF GOLF MILL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SAID SECTION 14, SAID POINT BEING IN A STRAIGHT LINE DRAWN NORTHWESTERLY FROM A POINT WHICH IS 33.16 FEET EAST, AS MEASURED ON THE SOUTH LINE, OF THE SOUTH WEST CORNER OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION AND 263.47 FEET NORTH, AS MEASURED ON THE WEST LINE, OF THE SOUTH WEST CORNER OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 14 (SAID POINT BEING 550.0 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, OF THE CENTER LINE OF MILWAUKEE AVENUE) TO A POINT IN THE SOUTH LINE OF BLOCK 3 IN SUPERIOR COURT COMMISSIONERS DIVISION, AS AFORESAID, WHICH IS 312.09 FEET EAST OF THE SOUTH WEST CORNER OF SAID BLOCK 3 AND 550.0 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, OF THE CENTER LINE OF MILWAUKEE AVENUE AS SHOWN ON THE RECORDED PLAT OF SAID SUPERIOR COURT COMMISSIONERS DIVISION, BEING ALSO THE SOUTHWESTERLY LINE OF CALLERO AND CATINO'S GOLF VIEW GARDENS, BEING A SUBDIVISION IN THE NORTH EAST 1/4 OF SAID SECTION 14 AND SAID LINE EXTENDED NORTHWESTERLY; THENCE NORTHWESTERLY ALONG THE LAST DESCRIBED LINE AND SAID LINE EXTENDED, 1068.53 FEET TO AN INTERSECTION WITH A LINE 512.60 FEET SOUTH, AS MEASURED ALONG THE WEST LINE OF BLOCK 3 OF SUPERIOR COURT COMMISSIONERS DIVISION AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 14; THENCE WEST ALONG SAID PARALLEL LINE 149.23 FEET TO A POINT ON THE EAST LINE OF LOT 1 OF FRITZ'S RESUBDIVISION OF LOTS 1 TO 4 INCLUSIVE, IN FRITZ'S SUBDIVISION, A SUBDIVISION IN THE NORTH WEST 1/4 AND IN THE NORTH EAST 1/4 OF SAID SECTION 14; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1, 35.62 FEET TO THE SOUTH EAST CORNER THEREOF; THENCE WEST ALONG THE SOUTH

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LINE OF SAID FRITZ'S RESUBDIVISION, BEING ALSO A LINE 100.0 FEET NORTH, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE NORTH LINE OF BLOCK 4 IN SAID SUPERIOR COURT COMMISSIONERS DIVISION, A DISTANCE OF 137.72 FEET TO A POINT ON SAID LINE, 306.52 FEET EAST OF THE ANGLE POINT, 30.71 FEET NORTHEASTERLY OF THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE IN THE SOUTH LINE OF SAID FRITZ'S RESUBDIVISION; THENCE SOUTH PARALLEL WITH THE WEST LINE OF BLOCK 3, 181.14 FEET TO A POINT ON A LINE 81.0 FEET SOUTH, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE NORTH LINE OF BLOCK 4 OF SUPERIOR COURT COMMISSIONERS DIVISION AS AFORESAID; THENCE WEST ALONG THE LAST DESCRIBED LINE 211.26 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE, SAID NORTHEASTERLY LINE BEING A LINE 33.0 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE CENTERLINE OF SAID ROAD AS SHOWN ON THE PLAT OF SAID SUPERIOR COURT COMMISSIONERS DIVISION; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF MILWAUKEE AVENUE, 218.11 FEET TO AN ANGLE POINT IN SAID NORTHEASTERLY LINE, BEING ALSO THE POINT OF INTERSECTION OF SAID LINE WITH THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AS PER THE CONDEMNATION, AS AFORESAID; THENCE CONTINUING SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AS PER SAID CONDEMNATION, 454.86 FEET TO AN ANGLE POINT IN SAID NORTHEASTERLY LINE, SAID POINT BEING 53.70 FEET NORTHEASTERLY OF THE CENTER LINE OF MILWAUKEE AVENUE AS PER SAID SUPERIOR COURT COMMISSIONERS DIVISION; THENCE CONTINUING SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE, 338.12 FEET TO A POINT ON THE SOUTHERLY LINE OF BLOCK 4 OF SAID SUPERIOR COURT COMMISSIONERS DIVISION 56.13 FEET EASTERLY OF THE SOUTH WEST CORNER OF SAID BLOCK 4; THENCE CONTINUING SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF MILWAUKEE AVENUE 94.0 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE SOUTHEASTERLY 700.0 FEET, AS MEASURED AT RIGHT ANGLES TO THE SOUTHEASTERLY LINE THEREOF.

ALSO EXCEPTING THAT PART DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED PARCEL, SAID POINT BEING ON THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE PER SUPERIOR COURT COMMISSIONERS DIVISIONS; THENCE NORTH 29 DEGREES 07 MINUTES 32 SECONDS WEST ALONG SAID NORTHEASTERLY LINE OF MILWAUKEE AVENUE 29.78 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 29 DEGREES 07 MINUTES 32 SECONDS WEST ALONG SAID NORTHEASTERLY LINE OF MILWAUKEE AVENUE 140.16 FEET, THENCE NORTH 63 DEGREES 25 MINUTES 42 SECONDS EAST, PARALLEL WITH THE SOUTHEASTERLY LINE OF THE ABOVE DESCRIBED PARCEL, A DISTANCE OF 107.48 FEET; THENCE SOUTH 26 DEGREES 34 MINUTES 18 SECONDS EAST 140.02 FEET; THENCE SOUTH 63 DEGREES, 25 MINUTES 42 SECONDS WEST 96.24 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2

BLOCK 3 IN THE SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF THE NORTH EAST 1/4 AND PART OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE EAST 205.0 FEET, AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF, EXCEPT THE WEST 85.02 FEET OF THE NORTH 512.60 FEET, AS MEASURED ON THE NORTH AND

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WEST LINES THEREOF, EXCEPT THAT PART THEREOF LYING SOUTHWESTERLY OF A LINE DESCRIBED AS BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF THE RESUBDIVISION OF GOLF MILL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 14 SAID POINT BEING IN A STRAIGHT LINE DRAWN NORTHWESTERLY FROM A POINT WHICH IS 33.16 FEET EAST, AS MEASURED ON THE SOUTH LINE, OF THE SOUTH WEST CORNER OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION AND 263.47 FEET NORTH AS MEASURED ON THE WEST LINE OF THE SOUTH WEST CORNER OF THE EAST 1/2 OF THE NORTH EAST OF SAID SECTION 14 (SAID POINT BEING 550.0 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, OF THE CENTER LINE OF MILWAUKEE AVENUE) TO A POINT IN THE SOUTH LINE OF BLOCK 3 IN THE SUPERIOR COURT COMMISSIONERS DIVISION, AFORESAID, WHICH IS 312.09 FEET EAST OF THE SOUTH WEST CORNER OF SAID BLOCK 3 AND 550.0 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, OF THE CENTER LINE OF MILWAUKEE AVENUE AS SHOWN ON THE RECORDED PLAT OF SAID SUPERIOR COURT COMMISSIONERS DIVISION AND SAID LINE EXTENDED NORTHWESTERLY TO AN INTERSECTION WITH A LINE 512.60 FEET SOUTH, AS MEASURED ALONG THE WEST LINE OF BLOCK 3 AND PARALLEL WITH THE NORTH LINE THEREOF AND ALSO EXCEPT THAT PART OF SAID BLOCK 3 TAKEN FOR PUBLIC HIGHWAY AND ALSO EXCEPT A TRACT OF LAND, BEING PART OF THE FOLLOWING DESCRIBED PARCEL:

BLOCK 3 IN THE SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF THE NORTH EAST 1/4 AND PART OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE EAST 205.0 FEET, AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF, EXCEPT THE WEST 85.02 FEET OF THE NORTH 512.60 FEET, AS MEASURED ON THE NORTH AND WEST LINES THEREOF, EXCEPT THAT PART THEREOF LYING SOUTHWESTERLY OF A LINE DRAWN NORTHWESTERLY FROM A POINT WHICH IS 33.16 FEET EAST, AS MEASURED ON THE SOUTH LINE, OF THE SOUTH WEST CORNER OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION AND 263.47 FEET NORTH, AS MEASURED ON THE WEST LINE, OF THE SOUTH WEST CORNER OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 14, TO A POINT IN THE SOUTH LINE OF BLOCK 3 IN SUPERIOR COURT COMMISSIONERS DIVISION, AFORESAID, WHICH IS 312.09 FEET EAST OF THE SOUTH WEST CORNER OF SAID BLOCK 3 AND 550.0 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, OF THE CENTER LINE OF MILWAUKEE AVENUE AS SHOWN ON THE RECORDED PLAT OF SAID SUPERIOR COURT COMMISSIONERS DIVISION AND SAID LINE EXTENDED NORTHWESTERLY TO AN INTERSECTION WITH A LINE 512.60 FEET SOUTH, AS MEASURED ALONG THE WEST LINE OF BLOCK 3 AND PARALLEL WITH THE NORTH LINE THEREOF, AND ALSO EXCEPT THAT PART OF SAID BLOCK 3 TAKEN FOR PUBLIC HIGHWAY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH EAST CORNER OF THE ABOVE DESCRIBED PROPERTY; THENCE NORTH 2 DEGREES 29 MINUTES 51 SECONDS EAST ALONG THE EAST LINE OF SAID PROPERTY 95.65 FEET; THENCE NORTH 87 DEGREES 30 MINUTES 09 SECONDS WEST 35.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 87 DEGREES 30 MINUTES 09 SECONDS WEST 75.00 FEET; THENCE NORTH 2 DEGREES 29 MINUTES 51 SECONDS EAST 127.33 FEET; THENCE SOUTH 87 DEGREES 30 MINUTES 09 SECONDS EAST 75.00 FEET; THENCE SOUTH 2 DEGREES 29 MINUTES 51 SECONDS WEST 127.33 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 3

THE SOUTH 462.6 FEET OF THE NORTH 512.6 FEET OF THE WEST 85.02 FEET (AS MEASURED ALONG THE NORTH LINE AND ALONG THE SOUTH LINE) OF BLOCK 3 IN SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF THE NORTH EAST 1/4 AND PART OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 12, 1940 AS DOCUMENT 12593211 IN COOK COUNTY, ILLINOIS.

P.I.N. No.: 09-14-200-049 (part of PIQ and other property);
09-14-200-048; 09-14-200-026.

COMMON ADDRESS: Milwaukee Avenue and Golf Road,
Niles, Illinois

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EXHIBIT B

LEGAL DESCRIPTION

(Outparcel Tract)

A TRACT OF LAND, BEING PART OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

THAT PART OF THE NORTH 1/2 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF BLOCKS 3 AND 4 OF SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF THE NORTH EAST 1/4 AND PART OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SAID SECTION 14 BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 14 WITH THE CENTER LINE OF MILWAUKEE AVENUE; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID ROAD, 1047.94 FEET; THENCE NORTHEASTERLY ALONG A LINE DRAWN AT RIGHT ANGLES TO SAID CENTER LINE, 55.22 FEET TO THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AS SAID LINE IS DESCRIBED IN THAT CAUSE ENTITLED STATE OF ILLINOIS AGAINST METROPOLITAN INSURANCE COMPANY - CONDEMNATION - 60 'S' 9982 TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHEASTERLY ALONG SAID LINE DRAWN AT RIGHT ANGLES TO THE CENTER LINE OF MILWAUKEE AVENUE, 495.57 FEET TO A POINT ON A LINE DESCRIBED AS BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF THE RESUBDIVISION OF GOLF MILL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SAID SECTION 14, SAID POINT BEING IN A STRAIGHT LINE DRAWN NORTHWESTERLY FROM A POINT WHICH IS 33.16 FEET EAST, AS MEASURED ON THE SOUTH LINE, OF THE SOUTH WEST CORNER OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION AND 263.47 FEET NORTH, AS MEASURED ON THE WEST LINE, OF THE SOUTH WEST CORNER OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 14 (SAID POINT BEING 550.0 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, OF THE CENTER LINE OF MILWAUKEE AVENUE) TO A POINT IN THE SOUTH LINE OF BLOCK 3 IN SUPERIOR COURT COMMISSIONERS DIVISION, AS AFORESAID, WHICH IS 312.09 FEET EAST OF THE SOUTH WEST CORNER OF SAID BLOCK 3 AND 550.0 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, OF THE CENTER LINE OF MILWAUKEE AVENUE AS SHOWN ON THE RECORDED PLAT OF SAID SUPERIOR COURT COMMISSIONERS DIVISION, BEING ALSO THE SOUTHWESTERLY LINE OF CALLERO AND CATINO'S GOLF VIEW GARDENS, BEING A SUBDIVISION IN THE NORTH EAST 1/4 OF SAID SECTION 14 AND SAID LINE EXTENDED NORTHWESTERLY; THENCE NORTHWESTERLY ALONG THE LAST DESCRIBED LINE AND SAID LINE EXTENDED, 1068.53 FEET TO AN INTERSECTION WITH A LINE 512.60 FEET SOUTH, AS MEASURED ALONG THE WEST LINE OF BLOCK 3 OF SUPERIOR COURT COMMISSIONERS DIVISION AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 14; THENCE WEST ALONG SAID PARALLEL LINE 149.23 FEET TO A POINT ON THE EAST LINE OF LOT 1 OF FRITZ'S RESUBDIVISION OF LOTS 1 TO 4 INCLUSIVE, IN FRITZ'S SUBDIVISION, A SUBDIVISION IN THE NORTH WEST 1/4 AND IN THE NORTH EAST 1/4 OF SAID SECTION 14; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1, 35.62 FEET TO THE SOUTH EAST CORNER THEREOF; THENCE WEST ALONG THE SOUTH LINE OF SAID FRITZ'S RESUBDIVISION, BEING ALSO A LINE 100.00 FEET NORTH, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE NORTH LINE

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OF BLOCK 4 IN SAID SUPERIOR COURT COMMISSIONERS DIVISION, A DISTANCE OF 137.72 FEET TO A POINT ON SAID LINE, 306.52 FEET EAST OF THE ANGLE POINT, 30.71 FEET NORTHEASTERLY OF THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE IN THE SOUTH LINE OF SAID FRITZ'S RESUBDIVISION; THENCE SOUTH PARALLEL WITH THE WEST LINE OF BLOCK 3, 181.14 FEET TO A POINT ON A LINE 81.0 FEET SOUTH MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE NORTH LINE OF BLOCK 4 OF SUPERIOR COURT COMMISSIONERS DIVISION AS AFORESAID; THENCE WEST ALONG THE LAST DESCRIBED LINE 211.26 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE, SAID NORTHEASTERLY LINE BEING A LINE 33.0 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE CENTERLINE OF SAID ROAD AS SHOWN ON THE PLAT OF SAID SUPERIOR COURT COMMISSIONERS DIVISION; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF MILWAUKEE AVENUE, 218.11 FEET TO AN ANGLE POINT IN SAID NORTHEASTERLY LINE, BEING ALSO THE POINT OF INTERSECTION OF SAID LINE WITH THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AS PER THE CONDEMNATION, AS AFORESAID; THENCE CONTINUING SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AS PER SAID CONDEMNATION, 454.86 FEET TO AN ANGLE POINT IN SAID NORTHEASTERLY LINE, SAID POINT BEING 53.70 FEET NORTHEASTERLY OF THE CENTER LINE OF MILWAUKEE AVENUE AS PER SAID SUPERIOR COURT COMMISSIONERS DIVISION; THENCE CONTINUING SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE, 338.12 FEET TO A POINT ON THE SOUTHERLY LINE OF BLOCK 4 OF SAID SUPERIOR COURT COMMISSIONERS DIVISION 56.13 FEET EASTERLY OF THE SOUTH WEST CORNER OF SAID BLOCK 4; THENCE CONTINUING SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF MILWAUKEE AVENUE 94.0 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE SOUTHEASTERLY 700.0 FEET, AS MEASURED AT RIGHT ANGLES TO THE SOUTHEASTERLY LINE THEREOF,

SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED PARCEL, SAID POINT BEING ON THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE PER SUPERIOR COURT COMMISSIONERS DIVISIONS; THENCE NORTH 29 DEGREES 07 MINUTES 32 SECONDS WEST ALONG SAID NORTHEASTERLY LINE OF MILWAUKEE AVENUE 29.78 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING NORTH 29 DEGREES 07 MINUTES 32 SECONDS WEST ALONG SAID NORTHEASTERLY LINE OF MILWAUKEE AVENUE 140.16 FEET; THENCE NORTH 63 DEGREES 25 MINUTES 42 SECONDS EAST, PARALLEL WITH THE SOUTHEASTERLY LINE OF THE ABOVE DESCRIBED PARCEL, A DISTANCE OF 102.48 FEET; THENCE SOUTH 26 DEGREES 34 MINUTES 18 SECONDS EAST 140.02 FEET; THENCE SOUTH 63 DEGREES, 25 MINUTES 42 SECONDS WEST 96.24 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P.I.N. No.: 09-14-200-045 (part of PIQ); 09-14-200-049 (part of PIQ and other property).

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EXHIBIT C

SITE PLAN

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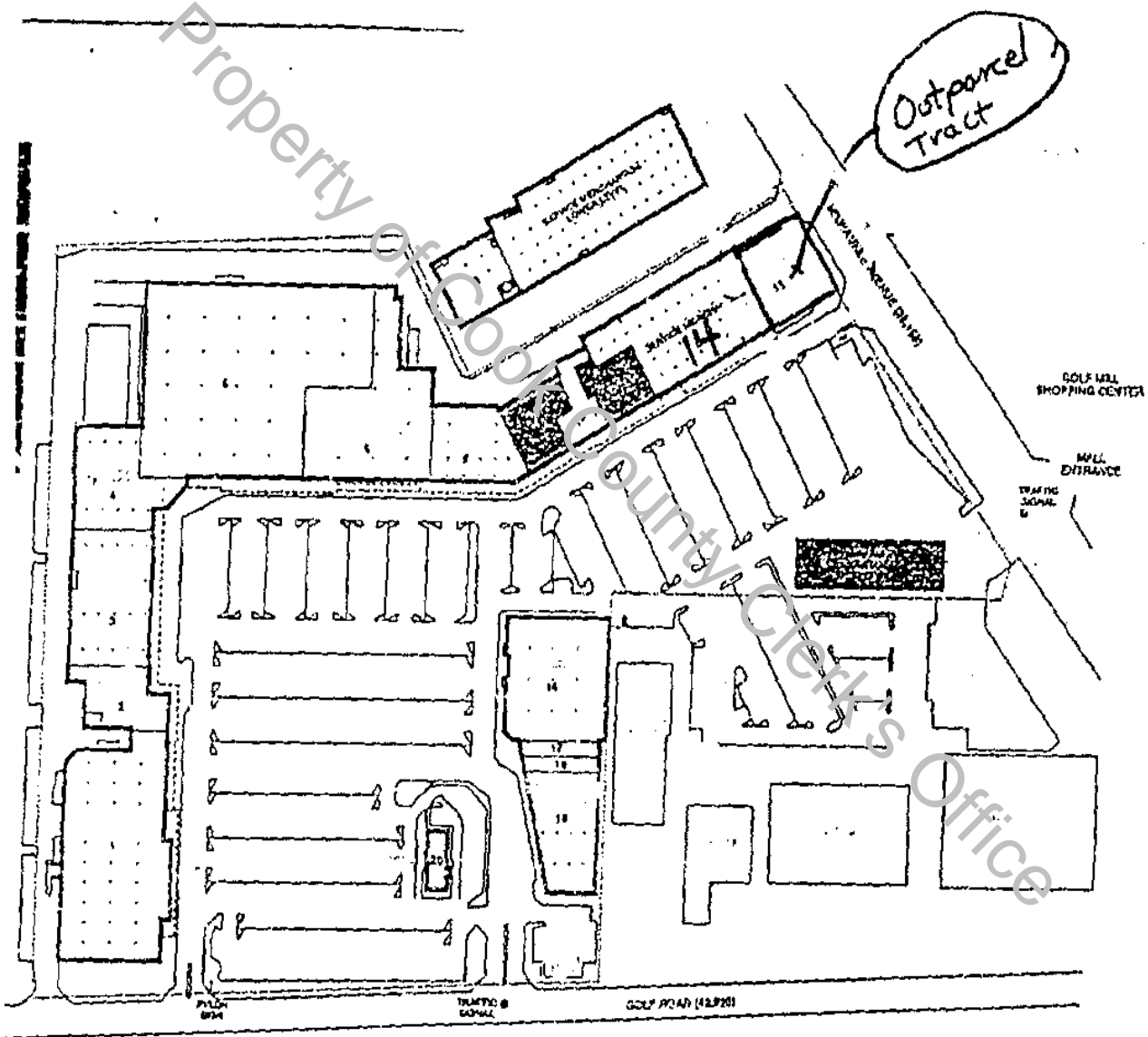
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EXHIBIT C

SITE PLAN



FOUR FLAGS

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