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COOK COUNTY RECORDER

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MEMORANDUM OF LEASE

LTC-COMMERCIAL 96-09267 BE 97351889

THIS MEMORANDUM OF LEASE (the "Memorandum") is a memorandum of an unrecorded Ground Lease (the "Lease") dated the 31st day of October, 1996, by and between LEMONT PLAZA LIMITED PARTNERSHIP and EQUITY ATTAINMENT, INC, hereinafter called "Lessor", whose mailing address is 455 Frontage Road, Suite 311, Burr Ridge, Illinois 60501, and WENDY'S OLD FASHIONED HAMBURGERS OF NEW YORK, INC., an Ohio corporation, hereinafter referred to as "Wendy's" or "Lessee", whose mailing address is P. O. Box 256, 4288 West Dublin-Granville Road, Dublin, Ohio 43017, concerning the real property situated in the City of Lemont, County of Cook, and State of Illinois, containing approximately 35,150 square feet of land and any and all improvements which now are or which shall be situated on said real property (the "Real Property") together with all rights, easements and appurtenances thereunto belonging or appertaining (collectively referred to herein as the "Leased Premises"), said Leased Premises being those more fully described in Exhibit A attached hereto and made a part hereof by this reference.

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For good and valuable consideration, Lessor hereby leases to Wendy's and Wendy's hereby leases from Lessor the above-described premises for the term and under the conditions in the Lease, said Lease being incorporated herein by this reference.

In particular, the Lease contains the following provisions:

2. TERM: LAWRENCE TITLE INSURANCE CORPORATION

A. Original Term

The original term of this Lease shall be for a period commencing on the Commencement Date as defined in Section 3 below and ending on December 31 of the tenth (10th) full calendar year following such Commencement Date. The "Lease Year"

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shall be defined as each successive period of twelve (12) consecutive calendar months commencing on the first day of January of each year during the term hereof and ending on December 31 of each year of the term hereof. If the Commencement Date is other than January 1 of any calendar year, the period between the Commencement Date and December 31 of that year shall be the "First Partial Lease Year". Lessee's obligation to pay rent shall commence on the Commencement Date.

B. First Renewal Term

Upon the expiration of the original term of this Lease, this Lease shall automatically renew for a period of five (5) years, except in the event Lessee gives Lessor a cancellation notice as hereinafter provided. In the event Lessee elects to cancel the renewal term of this Lease, such cancellation notice may be given by Lessee at any time but in any event must be given at least one hundred twenty (120) days prior to the expiration of the original term. In the event Lessee exercises its option to cancel the renewal term of this Lease, this Lease shall terminate upon the expiration of the then ending term.

Except in the event that Lessee cancels the renewal term of this Lease, this Lease shall be renewed at the rental set forth in Section 4 hereof, and upon the same other terms and conditions as are applicable to the original term, except that the renewal shall begin on the date of expiration of the original term and shall continue for a period of five (5) years thereafter.

C. Second and Subsequent Renewal Terms

In the event Lessee does not cancel the renewal term of this Lease and this Lease shall renew for the first renewal term as provided herein, this Lease shall renew for two (2) additional periods of five years each at the rental as set forth in Section 4 hereof and upon the same other terms and conditions as are applicable to the first renewal term except that such subsequent renewal terms shall begin on the date of expiration of the previous renewal term and shall continue for a period of five (5) years thereafter. Said renewals for additional terms shall be subject to the same provisions regarding the cancellation of the renewal by Lessee as the first renewal term.

3. COMMENCEMENT DATE:

The "Commencement Date" of this Lease shall be April 1, 1997.

9. ALTERATIONS:

During the original term or any renewal term of this Lease, Lessee may make alterations, additions and improvements to the Leased Premises without the consent of Lessor consistent with purposes of the use set forth in Section 13 and any

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variation in the height of the improvements shall be within a height limit which does not materially impair other tenant site lines, signs and traffic. Lessee shall have the right to erect and install such other or additional improvements, and equipment on the Leased Premises as Lessee may, in its sole judgment, deem desirable for conducting its business thereon or for such other business as Lessee may deem advisable.

11. LIENS PERMITTED:

A. Security Interest in Fixtures Permitted

Lessee shall have the right at any time to grant a security interest in any goods and property of every type and description owned by Lessee, and installed or kept on the Leased Premises. Lessor hereby consents to any such security interest and disclaims any interest of any kind in any goods and property installed or kept on the Leased Premises. Lessor agrees that it will within ten (10) days after any written request by Lessee confirm the foregoing consent and disclaimer in writing. Such security interests shall be terminated, and Lessee shall secure such termination, at the end of the lease term.

B. Leasehold Mortgages Permitted

Lessee may at any time mortgage, encumber, pledge or assign as security its right, title and interest in and to the leasehold estate created hereby. Lessee may, at any time, give to Lessor a notice (hereinafter referred to as a "Mortgage Notice") containing the name and address of a lender (hereinafter referred to as a "Mortgage Lender") to which the leasehold estate created hereby has been or will be mortgaged, encumbered, pledged or assigned as security. Upon written request from Lessee or any Mortgage Lender identified in a Mortgage Notice, Lessor will acknowledge, in writing, the receipt of any Mortgage Notice which it has received. Lessee or Mortgage Lender at the request of Lessor shall execute and deliver to Lessor or its mortgage lender an acknowledgment confirming the subordination of its leasehold mortgage to a mortgage of the underlying fee given by Lessor.

Provided that Lessee has given Lessor a Mortgage Notice, whenever Lessor shall give any notice to Lessee pursuant to this Lease, Lessor shall also give to any Mortgage Lender at the address of such Mortgage Lender, a duplicate copy of such notice. The address of the Mortgage Lender shall be the address specified in the Mortgage Notice unless changed by subsequent written notice given by the Mortgage Lender to Lessor. If at any time a Mortgage Lender shall give to Lessor a written notice that it has released its lien on the leasehold estate created hereby, such lender shall cease to be a Mortgage Lender for purposes hereof and no further notices need be given to it.

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A Mortgage Lender may, at any time permitted under its loan documents, foreclose or otherwise realize upon its lien on the leasehold estate created hereby and Lessor will recognize the person, firm or corporation acquiring the leasehold estate created hereby as the lessee hereunder with all of the rights and estate of Lessee, provided such person, firm or corporation agrees to assume and be bound by all of the terms, covenants and conditions hereof.

Lessor further agrees that any Mortgage Lender, in order to protect its interest in the leasehold estate created hereby, may exercise any right of renewal granted in Section 2 hereof to Lessee and if such right of renewal is not also exercised by Lessee, then during such renewal term as exercised by Mortgage Lender, Lessor will recognize the Mortgage Lender as the lessee hereunder with all of the rights and obligations of Lessee.

13. USE AND OCCUPANCY:

Lessee shall use and/or occupy the Leased Premises initially as a quick service restaurant with drive through pick-up window. Lessee may alter its use of the Leased Premises with written notice to Lessor provided that the change in use does not violate any then existing exclusive use rights or restrictive provisions within the Shopping Center. Lessor shall, within 10 business days of Lessee's written notice, deliver copies of those leases (with business terms blacked out) containing exclusive use or restrictive clauses. Lessee shall at all times keep the Leased Premises and all structures thereon in good order, good repair, properly maintained clean, safe and sanitary.

17. LEASED PREMISES AS PART OF A LARGER TRACT OF LAND:

A. General Covenants

The Leased Premises are part of a larger tract of land known as Lemont Plaza Shopping Center and described on Exhibit B attached hereto and made a part hereof (herein "Lessor's Larger Tract" or "Shopping Center"). Lessor covenants and agrees that (i) no fences or other obstructions prohibiting access to and from the Leased Premises and Lessor's Larger Tract shall be constructed during the original term of the Lease and any renewal term; (ii) there are sufficient parking spaces on Lessor's Larger Tract including the Leased Premises to meet the requirements of any laws, ordinances and regulations; (iii) Lessee, its employees, customers and invitees shall have the non-exclusive rights of ingress and egress in, on and over Lessor's Larger Tract to and from all streets, alleys and across ways adjacent to Lessor's Larger Tract; and (iv) no buildings, signs, or other improvements shall be constructed upon Lessor's Larger Tract which will materially reduce the visibility of the Leased Premises from any access streets. Lessor hereby grants and conveys to Lessee, its employees, customers and invitees a non-exclusive right and easement for access, ingress/egress and parking

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purposes over the common driveway and parking areas that may exist from time to time within Lessor's Larger Tract. Lessor agrees to keep Lessor's Larger Tract (excepting the Real Property) in good maintenance and repair and in a safe, clean and sanitary condition. The cost of maintaining and repairing Lessor's Larger Tract (excepting the Real Property) and keeping it in a safe, clean and sanitary condition shall be borne by Lessor. Lessee shall, at the beginning of each Lease Year, pay Lessor the sum of \$500.00. This sum shall be used by Lessor for Lessee's fixed contribution to the cost of maintaining and insuring the Access Easement adjacent to the Leased Premises. All repairs, alterations and maintenance of Lessor's Larger Tract (excepting the Real Property) shall be solely the cost of Lessor and Lessee shall not be liable for any portion of the cost of repairs, alterations and maintenance of Lessor's Larger Tract (excepting the Real Property) without Lessee's prior written consent. Lessor shall provide Lessee with a legal description of Lessor's Larger Tract within fifteen (15) days following the Effective Date of this Lease.

B. Access Easement

Lessor hereby grants and conveys to Lessee, for the use and benefit of Lessee, its successors, assigns, licensees, employees, suppliers, customers and invitees, a non-exclusive easement appurtenant to the Leased Premises for the original term of this Lease, all renewal terms and any period of holding over for the purpose of vehicular and pedestrian ingress, egress and access to and from the Leased Premises, over, upon, across and through those portions of Lessor's Larger Tract which are depicted on the attached Exhibit B as the "Access Easements" and further described on Exhibit C.

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Vehicular access between the two Access Easements is by means of a roadway along the west boundary of the parcel immediately north of the Leased Premises. This roadway is identified on the attached Exhibit B as the "Bank Roadway". In the event a fence or other obstruction, prohibiting or materially limiting access through the Bank Roadway, is constructed during the original term of this Lease and any renewal term, Lessor shall be obligated to establish an alternative means of access over Lessor's Larger Tract which is substantially similar in location and alignment to the Bank Roadway. Lessor shall grant Lessee an easement over this alternate access (the "Connecting Access Easement") between the two Access Easements. Lessor shall have thirty (30) days from the date Lessee notifies Lessor of the obstruction to establish the alternative access and grant the Connecting Access Easement to Lessee. In the event, Lessor does not establish the alternative access and grant the Connecting Access Easement within the thirty (30) day period, the Fixed Annual Rental shall be reduced by twenty (20%) percent until such time as the Connecting Access Easement has been granted to Lessee.

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*Lessor shall be obligated to establish and grant to Lessee an easement for the purpose of vehicular access over, upon and through those portions of Lessor's Larger Tract parallel and reasonably adjacent to the Bank Roadway between the two Access Easements ("Connecting Access Easement") subject, however, to governmental laws, rules and regulations.

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Lessor shall be obligated to adequately maintain the Access Easements in a level, evenly paved condition and relatively free and clear of snow, ice and debris. In the event Lessor fails or refuses to adequately maintain the Access Easement areas after receiving reasonable notice thereof from Lessee, Lessee shall have the right, but not the obligation, of performing the necessary maintenance of the Access Easement areas and billing the reasonable cost thereof to Lessor. These easements shall also include the right to enter upon such other portions of Lessor's Larger Tract as may be reasonably necessary for the purpose of maintaining the Access Easements.

Without limiting the application of the other provisions of this Lease insofar as they are applicable to the Access Easements, the title to the Access Easement areas shall be good and marketable, subject only to the exceptions to title referred to in Section 15, and such other exceptions as Lessee may waive in writing. The Access Easements shall be included in the title insurance commitment and policy, and the survey, as referred to in this Lease. Lessor agrees to obtain any non-disturbance agreements, consents, waivers, and any other agreements from the lienholders, mortgagees, tenants or any other party with superior rights in the Access Easement areas should Lessee or the Title Insurance Company require any of the same to insure Lessee's easement rights granted herein. Lessor and Lessee agree that upon completion of the survey pursuant to Section 8(D) hereof the legal description of the Access Easements from said survey shall be deemed to be the legal descriptions of the Access Easement areas for the purposes of this Lease.

C. Use Restriction

As a material inducement for Lessee to enter into this Lease, Lessor warrants, covenants and agrees that Lessor will not sell, lease or develop, nor permit the sale, lease or development of any part of the out-lots in Lessor's Larger Tract as set forth on Exhibit B-1 (excepting the Leased Premises) for a restaurant use the primary business of which is the advertising, preparation and/or sale of hamburgers. For purposes of this restriction a restaurant has as its primary business the advertising, preparation and/or sale of hamburgers if twenty percent (20%) or more of its gross sales exclusive of tax, beverage and dairy product sales, consist of sales of hamburgers.

For purposes of this Section, Lessor shall include, but shall not be limited to, any other person, corporation, partnership, or legal entity in which Lessor has, or subsequently acquires, an interest.

Lessor covenants and agrees that all deeds, leases or other legal documents which shall be given or made by Lessor for Lessor's Larger Tract shall contain appropriate restrictions prohibiting the use of said lands or buildings located thereon for the purposes set forth above.

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This restriction shall attach to and run with Lessor's Larger Tract for a period commensurate with the original term and any renewal terms of this Lease and shall be binding upon Lessor's heirs, personal representatives, tenants, successors and assigns. This restriction shall not apply to uses on Lessor's Larger Tract in existence on the Effective Date which have been disclosed to Lessee in writing prior to the Effective Date.

24. SUBORDINATION AND NON-DISTURBANCE:

A. Future Mortgages/Deeds of Trust.

This Lease shall be subject and subordinate to the lien of any mortgage and/or deed of trust which Lessor may hereafter place upon the premises provided that Lessee shall not in any foreclosure or other proceeding under the mortgage or deed of trust nor in any other way be deprived of its rights under this Lease, nor shall this Lease be terminated or affected by any foreclosure or sale or any proceeding under any mortgage or deed of trust; and (3) the mortgagee, trustee and/or beneficiary shall execute and deliver to Lessee an Agreement of Attornment and Non-Disturbance in the form attached as Exhibit D to the Lease (hereinafter the "Non-Disturbance Agreement") prior to the execution of the mortgage or deed of trust.

B. Presently Existing Mortgages/Deeds of Trust.

Prior to the expiration of the Contingency Period Lessor shall provide Lessee with a Non-Disturbance Agreement, executed by all entities or parties presently holding mortgages, deeds of trust or other liens upon the Leased Premises. Lessor covenants and agrees to provide the form of Non-Disturbance Agreement attached to the Lease to its Mortgagee or other lienholders as soon as practicable after the Effective Date and to diligently pursue obtaining such Non-Disturbance Agreement.

27. ASSIGNMENT AND SUBLETTING BY LESSEE:

Lessee shall have the right to assign this Lease or let or underlet the whole or any part of the Leased Premises without Lessor's consent, provided Lessee remains liable on the Lease.

39. SERVICE OF NOTICE:

Notices hereunder shall be in writing signed by the party serving the same and shall be sent by Registered or Certified U.S. Mail, Return Receipt Requested or by overnight courier, postage prepaid, and (a) if intended for Lessor, shall be addressed to:

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Equity Attainment, Inc.
455 Frontage Road, Suite 311
Burr Ridge, IL 60521

with a copy addressed and sent to:

Thomas J. Swabowski
Bischoff, Maurides & Swabowski, Ltd.
311 S. Wacker Drive #2600
Chicago, IL 60606-6619

and (b) if intended for Lessee, shall be addressed to:

Wendy's Old Fashioned Hamburgers of New York, Inc.
ATTENTION: Real Estate Department
4288 West Dublin-Granville Road
P. O. Box 256
Dublin, Ohio 43017

with a copy addressed and sent to:

Wendy's International, Inc.
ATTENTION: Legal Department
4288 West Dublin-Granville Road
P. O. Box 256
Dublin, Ohio 43017

or to such other addresses as either party may have furnished to the other from time to time as a place for the service of notice. Any notice so mailed shall be deemed to have been "given" as of the time said notice is deposited in the U.S. certified or registered mail or deposited with an overnight courier, and shall be deemed "delivered", "received" or "actually received" or words of similar import upon receipt by the party intended to be given said notice.

40. ESTATE IN LAND:

It is the intention of Lessor to create, in favor of Lessee, a leasehold estate in land, which estate shall be vested in Lessee from the date of execution hereof and shall continue for the full original term and all renewal terms of this Lease. Said estate in land shall be subject to divestment only by reason of Lessee's election not to exercise its right of renewal or by reason of the earlier termination of this Lease by one of the parties hereto in accordance with the provisions of this Lease.

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This Memorandum is not a complete summary of the Lease. In the event of conflict of interpretation between this Memorandum and the Lease, the Lease would prevail. Originally executed counterparts of the Lease are in the possession of the Lessor and Wendy's at the addresses set forth above.

Signed by Lessor this 13th day
of May, 1997.

WITNESSES:

LESSOR:

Carolyn A. Rakaus
Mary L. Daily

LEMONT PLAZA LIMITED
PARTNERSHIP

By: Timothy M. Barrett ^{as} _{general} partner
Timothy M. Barrett, General Partner

Carolyn A. Rakaus
Mary L. Daily

EQUITY ATTAINMENT, INC.,
as Managing Agent for Lemont Plaza
Limited Partnership

By: Timothy M. Barrett ^{as} _{pres}
Timothy M. Barrett, President

Signed by Lessee this 16 day
of May, 1997.

WITNESSES:

LESSEE:

James L. Johnston
JAMES L. JOHNSTON
Kristen D. Nicholson
KRISTEN D. NICHOLSON

WENDY'S OLD FASHIONED
HAMBURGERS OF NEW YORK, INC.

By: Gordon F. Tetler
GORDON F. TETLER
Chairman of the Board
CEO and President

Title: _____

By: _____

Title: _____

Legal Dept. 966

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STATE OF ILLINOIS
Department of Public Safety
Cook County Clerk's Office

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ACKNOWLEDGMENTS

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The undersigned, a Notary Public in and for the above state and county, hereby certifies that on the 14 day of May, 1997, before me personally appeared GORDON F. TETER and _____, the
Chairman of the Board
CEO and President and _____

respectively, of WENDY'S OLD FASHIONED HAMBURGERS OF NEW YORK, INC., an Ohio corporation, who are known to me as the persons and officers described in and who executed the foregoing instrument on behalf of said corporation, and who acknowledge that they held the positions or titles set forth in the instrument and certificate, that they signed the instrument on behalf of the corporation by proper authority, and that the instrument was the act of the corporation for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last aforesaid.



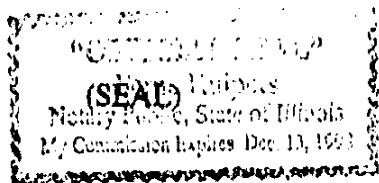
JANELLE R. JOHNSTON
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JUNE 26, 1998

Janelle R. Johnston
Notary Public

STATE OF IL
COUNTY OF Du Page, SS:

The undersigned, a Notary Public in and for the above state and county, hereby certifies that on the 13th day of May, 1997, before me personally appeared Timothy M. Barrett, General Partner of LEMONT PLAZA LIMITED PARTNERSHIP, an IL partnership, who was known to me as the person and officer described in and who executed the foregoing instrument on behalf of said partnership, and who acknowledged that he held the position or title set forth in the instrument and certificate, he signed the instrument on behalf of the partnership by proper authority, and the instrument was the act of the partnership for the purpose therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last aforesaid.



Terne Krueger
Notary Public

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RELET WOODSON
Clerk of Cook County

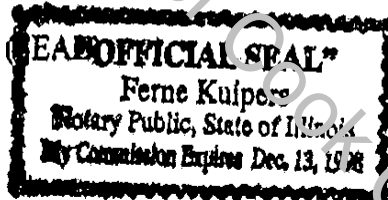
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STATE OF IL
COUNTY OF De Page, SS:

The undersigned, a Notary Public in and for the above state and county, hereby certifies that on the 13th day of May, 1997, before me personally appeared Timothy M. Barrett, the President of EQUITY ATTAINMENT, INC., as Managing Agent for Lemont Plaza Limited Partnership, an IL corporation, who was known to me as the person and officer described in and who executed the foregoing instrument on behalf of said corporation, and who acknowledged that he held the position or title set forth in the instrument and certificate, he signed the instrument on behalf of the corporation by proper authority, and the instrument was the act of the corporation for the purpose therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last aforesaid.



Ferne Kuipers
Notary Public

* MAIL TO: This instrument prepared by:
Daniel G. Carducci, Attorney at Law
Wendy's International, Inc.
4288 West Dublin-Granville Road
Dublin, Ohio 43017



Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION OF WEN'S PARCEL

THAT PART OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING DESCRIBED BY COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SOUTH 1/2, 33.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF STATE STREET; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE (SAID LINE ALSO BEING 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 29) 408.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG SAID RIGHT OF WAY LINE 199.79 FEET TO THE NORTHERLY RIGHT OF WAY OF HEND STREET DEDICATED AND RECORDED AS DOCUMENT NUMBER 24888513; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE 188.00 FEET; THENCE NORTHERLY ALONG A LINE PARALLEL WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 29 188.37 FEET TO A POINT BEING 408.01 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE EASTERLY ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 A DISTANCE OF 188.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER:

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STATE'S WEN'S STREETS, LEMONT, ILL.

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EXHIBIT B

LEGAL DESCRIPTION OF EMPIRE SHOPPING CENTER

THAT PART OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED BY COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SOUTH 1/2, 33.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE STREET; THENCE CONTINUING WESTERLY ALONG THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 213.00 FEET; THENCE SOUTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID SOUTHWEST 1/4, 372.82 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY PARALLEL WITH SAID EASTERLY LINE, 38.09 FEET; THENCE EASTERLY PARALLEL WITH THE SAID NORTH LINE, 213.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE STREET; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE, 190.78 FEET MORE OR LESS TO THE NORTHERLY RIGHT-OF-WAY LINE OF WEND STREET DEDICATED AND RECORDED AS DOCUMENT NUMBER 24889513; THENCE WESTERLY ALONG SAID RIGHT-OF-WAY LINE, 429.34 FEET MORE OR LESS TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 367.00 FEET; THENCE WESTERLY ALONG SAID CURVE FOR AN ARC LENGTH DISTANCE OF 77.12 FEET MORE OR LESS TO THE POINT OF TANGENCY; THENCE NORTHWESTERLY ALONG SAID TANGENT, FOR A DISTANCE OF 108.48 FEET MORE OR LESS TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WARNER STREET DEDICATED AND RECORDED AS DOCUMENT 24889513; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE 42.17 FEET MORE OR LESS TO THE POINT OF CURVATURE BEING CONCAVE TO THE EAST AND HAVING A RADIUS OF 433.00 FEET; THENCE NORTHERLY ALONG SAID CURVE, FOR AN ARC LENGTH DISTANCE OF 90.83 FEET MORE OR LESS TO THE POINT OF TANGENCY; THENCE NORTHERLY ALONG SAID TANGENT 114.0 FEET TO A POINT LYING 322.88 FEET SOUTH OF THE NORTH LINE OF SAID SOUTH 1/2; THENCE EASTERLY PARALLEL WITH SAID NORTH LINE 200 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION 50 FEET; THENCE EASTERLY PARALLEL WITH SAID NORTH LINE, 161.88 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF LEWONT, COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER:

22-29-309-032

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EXHIBIT B-1

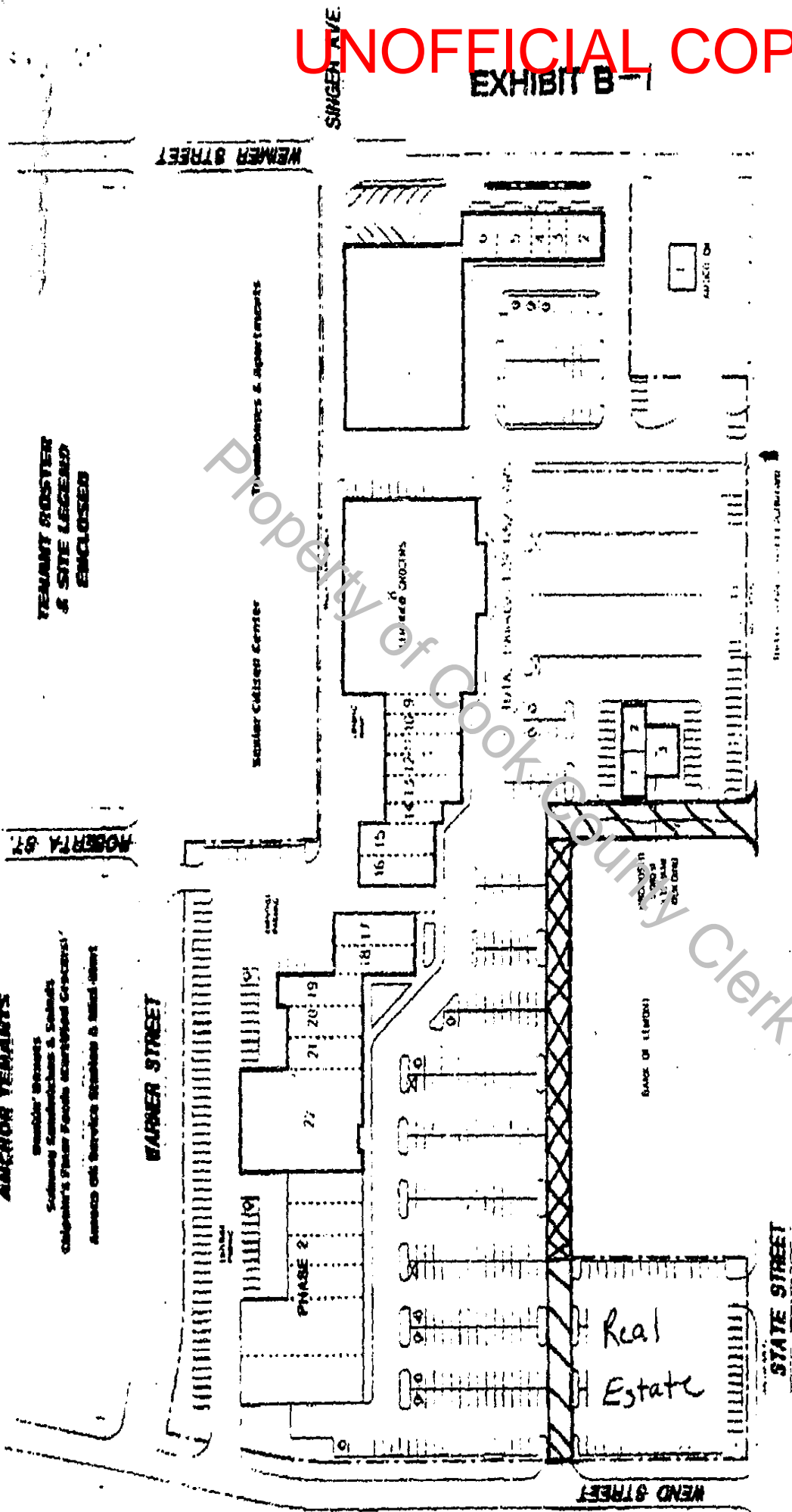


EXHIBIT B-1

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EXHIBIT C

LEGAL DESCRIPTION FOR PROPOSED ACCESS EASEMENT (AE-1)

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 29 A DISTANCE OF 33.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE STREET FOR A POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED LINE A DISTANCE OF 213.00 FEET TO A POINT ON A LINE BEING 248.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE NORTHERLY ALONG SAID PARALLEL LINE A DISTANCE OF 33.00 FEET TO A POINT ON A LINE BEING 33.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE EASTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 213.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF STATE STREET; THENCE SOUTHERLY ALONG SAID WEST LINE A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

LEGAL DESCRIPTION FOR PROPOSED ACCESS EASEMENT (AE-2)

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 29 A DISTANCE OF 248.00 FEET TO A POINT ON A LINE THAT IS 248.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTHERLY ALONG SAID PARALLEL LINE A DISTANCE OF 408.01 FEET TO THE POINT OF BEGINNING; THENCE EASTERLY ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 29 A DISTANCE OF 30.00 FEET TO A POINT ON A LINE BEING 318.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTHERLY ALONG SAID PARALLEL LINE A DISTANCE OF 180.34 FEET TO A POINT ON THE NORTH LINE OF WEND STREET AS DEDICATED BY DOCUMENT 24889613; THENCE WESTERLY ALONG THE SAID NORTH LINE OF WEND STREET A DISTANCE OF 30.00 FEET TO A POINT ON A LINE BEING 248.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE NORTHERLY ALONG SAID PARALLEL LINE A DISTANCE OF 180.27 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS

22-29-309-032

22-29-310-008

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EXHIBIT C

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