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SHORT FORM LEASE

THIS SHORT FORM LEASE (the "Short Form") is a short form of an unrecorded Ground Lease (the "Lease") dated the 23rd day of February, 1998, by and between JACK DEVELOPMENT, hereinafter called "Lessor", whose mailing address is 13443 Southwest Parkway, Orland Park, IL 60462, 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 Village of Orland Hills, County of Cook, and State of Illinois, containing approximately 52,874.08 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.

H455-1166

For good and valuable consideration, Lessor hereby leases ^{and demises} 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:

1. TERM:

A. Original Term

The original term of the Lease shall be for a period commencing on the Commencement Date as defined in Section 2 below and ending on December 31 of the fifteenth (15th) full calendar year following such Commencement Date. The "Lease Year" 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

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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

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Upon the expiration of the original term of the Lease, the 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 the Lease, such cancellation notice may be given by Lessee at any time but in any event must be given at least one hundred eighty (180) days prior to the expiration of the original term. In the event Lessee exercises its option to cancel the renewal term of the Lease, the Lease shall terminate upon the expiration of the then ending term.

Except in the event that Lessee cancels the renewal term of the Lease, the Lease shall be renewed at the rental set forth in Section 4 of the Lease, 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 Third Renewal Terms

In the event Lessee does not cancel the renewal term of the Lease and the Lease shall renew for the first renewal term as provided herein, the Lease shall renew for two (2) additional periods of five years each at the rental as set forth in Section 4 of the Lease 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.

D. Termination

Lessee may terminate the Lease within ninety (90) days following the expiration of the tenth (10th) Lease Year by giving Lessor at least ninety (90) days' notice, and paying at termination the sum equal to the Fixed Annual Rent for the eleventh (11th) Lease Year as consideration for such termination. Unless otherwise specifically referred to herein, the aforementioned payment is applicable only to the option to terminate granted in this paragraph, and does not apply to other rights or options of termination set forth in the Lease.

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2. COMMENCEMENT DATE:

The "Commencement Date" of the Lease is April 1, 1998.

The "Effective Date" of the Lease is February 23, 1998.

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

A. General Covenants

The Leased Premises are part of a larger tract of land depicted on Exhibit B attached hereto and made a part hereof (hereinafter "Lessor's Larger Tract"). 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) 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 (iii) no buildings, signs, or other improvements shall be constructed upon Lessor's Larger Tract which will reduce the visibility of Lessee's signs or 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 and ingress/egress 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 solely by Lessor. 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.

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 the 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 that portion of Lessor's Larger Tract as described on the attached Exhibit C (the "Access Easement"). Lessee acknowledges that any tenant on Lessor's Larger Tract and such tenant's agents, contractors, servants, employees, licensees, guests and customers have the right to cross the Leased Premises in order to gain access and egress to and from Lessor's Larger Tract.

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Lessor shall be obligated to adequately maintain the Access Easement in a driveable and safe condition. In the event Lessor fails or refuses to adequately maintain the Access Easement area 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 area and billing the reasonable cost thereof to Lessor. This easement 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 Easement.

Without limiting the application of the other provisions of the Lease insofar as they are applicable to the Access Easement, the title to the Access Easement area shall be good and marketable, subject only to the exceptions to title referred to in Section 16 of the Lease, and such other exceptions as Lessee may waive in writing. The Access Easement shall be included in the title insurance commitment and policy, and the survey, as referred to in the Lease. Lessor covenants and represents that by virtue of its lease with Ace Hardware on Lessor's Larger Tract, it has protected Lessee's rights as against Ace Hardware to have access, ingress/egress from the Premises as described on the attached Exhibit C.

C. Use Restriction

As a material inducement for Lessee to enter into the 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 Lessor's Larger Tract as set forth on Exhibit B (excepting the Leased Premises) for a restaurant use the primary business of which is the advertising, preparation and/or sale of hamburgers, hamburger products, hot dogs, roast beef or chicken sandwiches (or any combination thereof). For purposes of this restriction a restaurant has as its primary business the advertising, preparation and/or sale of hamburgers, hamburger products, hot dogs, roast beef or chicken sandwiches (or any combination thereof) if twenty percent (20%) or more of its gross sales exclusive of tax, beverage and dairy product sales, consist of sales of hamburgers, hamburger products, hot dogs, roast beef or chicken sandwiches (or any combination thereof).

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 leases which shall in the future be 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.

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 the Lease and shall

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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.

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D. Signage.

Lessor hereby grants to Lessee, its successors and assigns for the use and benefit of Lessee, its successors, assigns, licensees and customers to be used and enjoyed as appurtenant to and for the benefit of Lessee (being the Real Property) the free, uninterrupted, unobstructed and exclusive right and easement (except as otherwise provided herein) over, above and on that portion of Lessor's Larger Tract as described on the attached Exhibit D (the "Sign Easement") for the purpose of using, constructing, installing, locating, maintaining and replacing a sign and parts thereof advertising and displaying Lessee's business being conducted on the Real Property. This easement shall include the right of reasonable access thereto over, across and on Lessor's Larger Tract.

Lessee acknowledges that Lessor has given the lessee on Lessor's Larger Tract the right to erect signs at the entrances to Lessor's Larger Tract from 167th Street and LaGrange Road (aka U.S. Route 45). Lessor agrees that Lessee and the lessee on Lessor's Larger Tract may apportion the signage and costs of same between themselves at these two entrances as they agree. Lessor shall, however, be entitled to use no less than fifty percent (50%) of the signage, and shall proportionately share in the cost of same, at each of these locations unless it agrees otherwise.

E. Lessor's Billboard.

Lessor reserves the right to erect a Billboard on the Leased Premises. The specific dimensions of the "Billboard" shall be agreed upon by the parties. Lessor warrants, covenants and agrees that any Billboard erected will in no manner obstruct the building Lessee shall construct on and which will become part of the Leased Premises and that the bottom of any such Billboard shall be higher than the roof line of such building. Lessor further warrants, covenants and agrees that no portion of such Billboard shall be constructed closer to that portion of U.S. Route 45 (aka LaGrange Road and/or 96th Avenue) adjacent to the Leased Premises than Lessee's pick-up window or sixty-five (65) feet from U.S. Route 45, whichever is closer to U.S. Route 45. Lessor must obtain Lessee's written approval of any and all photographs, pictures, text, messages and/or other material prior to such being placed or depicted on the Billboard. Lessee shall have fifteen (15) days from the receipt of any proposed Billboard material within which to disapprove in writing. If Lessee fails to indicate Lessee's written disapproval within fifteen (15) days of receipt of the proposed material Lessee shall be deemed to have been approved. Lessee's approval shall not be unreasonably withheld or delayed. Lessor reserves an easement over the Leased Premises in connection with the erection, maintenance and use of such Billboard. Lessor agrees not to interfere in any way with the

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operation and use of Lessee's pick-up window, pick-up window driveway, or other restaurant operations during Lessee's hours of operation in utilizing the easement granted hereunder.

4. ASSIGNMENT AND SUBLETTING BY LESSEE:

Provided Lessee remains liable on this Lease, Lessee shall have the right to assign this Lease or let or underlet the whole or any part of the Leased Premises to Wendy's International, Inc. or to any franchisee, licensee, affiliate or subsidiary of Lessee or Wendy's International, Inc. without the consent of Lessor. Subject to Lessor's approval, which shall not be unreasonably withheld or delayed, Lessee may assign this Lease or let or underlet the whole or any part of the Leased Premises to any other corporation, individual or entity, provided Lessee remains liable on this Lease.

5. RIGHT OF FIRST REFUSAL:

From and after the Effective Date and during the term of the Lease, Lessee shall have the right of first refusal and Lessor shall not sell, transfer or otherwise dispose of all or part of Lessor's interest in the Leased Premises until and unless Lessor shall have (a) obtained a bona fide offer therefor which Lessor desires to accept; (b) given written notice to Lessee, which notice shall contain (i) the name of the offeror, (ii) the address of the offeror, (iii) all of the terms and conditions of such bona fide offer, and (iv) a true and accurate copy of the actual bona fide offer; and (c) offered to sell, transfer or otherwise dispose of such interest to Lessee at the same price and, except as hereinafter provided, upon the same terms and conditions contained in said bona fide offer.

If Lessee shall either give notice of rejection of said offer to it or fail to give notice of acceptance of the same within thirty (30) days after the date of receipt of Lessor's notice, Lessor's interest in the Leased Premises may, during the one hundred eighty (180) days thereafter, be sold, transferred or otherwise disposed of at the same price and upon the same terms and conditions contained in said bona fide offer as disclosed in writing to Lessee.

In the event Lessee rejects said offer or fails to accept the same, the Lease and all of its terms and conditions (including this right of first refusal and including the right of first refusal set forth in Section 6 below) shall nevertheless remain in full force and effect and Lessor and any purchaser or purchasers of the Leased Premises shall be bound thereby.

Failure of Lessee to exercise this right of first refusal on one or more occasions shall not affect Lessee's right to exercise it on any subsequent occasion. Any sale or transfer of the Leased Premises, or any part thereof other than in strict compliance with the terms of this section shall be absolutely null and void and of no effect as to

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Lessee, and Lessee shall be entitled to purchase the Leased Premises from the purchaser upon the same terms and conditions and at the same price specified in said bona fide offer, provided Lessee notifies Lessor of its election within thirty (30) days after receipt of written notice which complies with the requirements hereof. Payment of rental to such purchaser or otherwise treating such purchaser as the Lessor shall not be deemed to be a waiver of any right of first refusal or any other right or privilege of Lessee and shall not create an estoppel with respect thereto.

Any sale or transfer of Lessor's interest in the Leased Premises, or any part thereof, or of any larger parcel of which the Leased Premises may be a part, shall be expressly made subject to all of the terms, covenants and conditions of the Lease. Notwithstanding anything contained herein to the contrary, in the event said offer provides for the sale and purchase of Lessor's interest in the Leased Premises and other property, Lessee shall be required to purchase all of the property contained in said offer, in the event it desires to exercise its right of first refusal hereunder. Nothing herein shall give Lessee any rights in the portion of Lessor's Larger Tract not containing the Leased Premises, and, subject to the signage and access easements granted herein, Lessor is free to sell or lease such portion without any obligation to Lessee whatsoever.

In the event Lessee exercises its right of first refusal then, notwithstanding the terms of the offer (a) Lessor shall convey title by special warranty deed approved by Lessee and the title company; (b) title to the Leased Premises shall be free and clear of any liens and encumbrances except the lien for current taxes which are not delinquent at the time of closing and such other exceptions to title as have been agreed to in writing by Lessee, (c) title to the Leased Premises shall otherwise comply with the terms of the Lease as they pertain to condition of title, and (d) any easements or other rights benefiting the Leased Premises at the time of closing shall be made perpetual and shall be included in the deed or in a separate recordable instrument approved by Lessee and the title insurance company insuring its interest.

6. RIGHT OF FIRST REFUSAL - LEASE:

If at any time during the term of the Lease, Lessor receives a bona fide offer to lease the Leased Premises for a term beginning after the termination of the Lease, which offer Lessor desires to accept, Lessor shall give Lessee written notice thereof, which notice shall specify in detail the term, rent, and other covenants and conditions of the proposed lease. Lessee shall thereupon have the prior option to lease the Leased Premises for the term of the proposed lease, at the rent, and upon the other covenants and conditions specified in said notice, which option Lessee may exercise by giving notice to Lessor within thirty (30) days after receipt of the written notice from Lessor.

Promptly upon Lessee's submission to Lessor of a written lease containing such term, rent and other covenants and conditions of the proposed lease, as well as those

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terms and conditions agreed to by Lessor and Lessee which were not a part of the proposed lease and/or lease terms, Lessor shall execute, acknowledge and deliver to Lessee such written lease in duplicate, and shall be entitled to receive one of such duplicates executed by Lessee.

Lessee's failure, at any time, to exercise its option under this Section shall not affect the Lease or any of Lessee's rights or options under this Section or any other Section of the Lease.

7. OPTION TO PURCHASE:

In consideration of and as a material inducement to Lessee to enter into the Lease, Lessor hereby grants to Lessee the option to purchase the Leased Premises (the "Option") commencing on the first day of the eleventh (11th) Lease Year and shall continue and is irrevocable during the remainder of the original term and all renewal terms of the Lease.

8. 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 Effective Date of the Lease and shall continue for the full original term and all renewal terms of the 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 the Lease by one of the parties hereto in accordance with the provisions of the Lease.

This Short Form is not a complete summary of the Lease. In the event of conflict between this Short Form 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 16th day
of July, 1998.

LESSOR:

JACK DEVELOPMENT, L.L.C.

By: Ch. Hay

Title: Business Manager

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Signed by Lessee this 17 day
of July, 1998.

WITNESSES:

LESSEE:

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

Joanne P. Young
JOANNE P. YOUNG

By: George Condos
GEORGE CONDOS
Executive Vice President

Andrea M. McGeehan
ANDREA M. MCGEEHAN

By: Ronald E. Musick
RONALD E. MUSICK
Executive Vice President

Legal Dept. WAR

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 17 day of July, 1998, before me personally appeared GEORGE CONDOS and RONALD E. MUSICK, the
Executive Vice President and Executive Vice President

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.

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



JOANNE B. KRIMM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JULY 23, 2001

Joanne B. Krimm

Notary Public

STATE OF Illinois
COUNTY OF Franklin, SS:

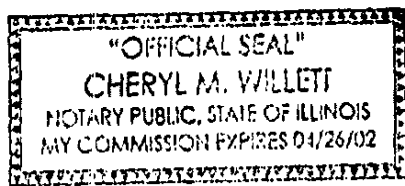
The undersigned, a Notary Public in and for the above state and county, hereby certifies that on the 16th day of July, 1998, before me personally appeared Chris Gray as Member of JACK DEVELOPMENT, an Illinois limited liability company, who was known to me as the person and member described in and who executed the foregoing instrument on behalf of said company, 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 company by proper authority, and the instrument was the act of the company 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.

(SEAL)

Cheryl M. Willett

Notary Public

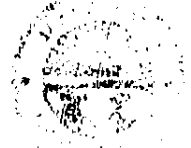


This instrument prepared by hand should be returned to
Mark A. Reynolds, Attorney at Law
Wendy's International, Inc.
4288 West Dublin-Granville Road
Dublin, Ohio 43017

P.I.N. 27-27-100-016
Address: 9545 W. 167th St.
Orland Hills, IL 60477

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CLERK OF COURTS
JANUARY 1972



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EXHIBIT A

THE SOUTH 216.70 FEET OF THE NORTH 466.70 FEET OF THE WEST 244 FEET OF THAT PART OF THE WEST ¼ OF THE NORTHWEST ¼ OF SECTION 27 LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF MANNHEIM ROAD (PER DOCUMENT NUMBER 10155686, RECORDED SEPTEMBER 24, 1928) IN TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS,

THAT PART OF THE WEST HALF OF THE NORTH WEST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH WEST CORNER OF SAID NORTH WEST QUARTER OF SECTION 27; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID NORTH WEST QUARTER FOR A DISTANCE OF 466.70 FEET TO A POINT; THENCE SOUTH 89 DEGREES 42 MINUTES 01 SECONDS EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID NORTH WEST QUARTER OF SECTION 27 A DISTANCE OF 35.90 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 96TH AVENUE (MANNHEIM ROAD) AS DEDICATED PER DOCUMENT 10155685 FOR A POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 244.00 FEET TO A POINT; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A LINE PARALLEL WITH SAID WEST LINE OF THE NORTH WEST ¼ OF SECTION 27 A DISTANCE OF 216.70 FEET TO A POINT; THENCE NORTH 89 DEGREES 42 MINUTES 01 SECONDS WEST, ALONG A LINE PARALLEL WITH SAID NORTH LINE OF THE NORTH WEST QUARTER OF SECTION 27, FOR A DISTANCE OF 244.00 FEET TO A POINT ON SAID EAST RIGHT OF WAY LINE OF 96TH AVENUE; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 216.70 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 52,874.08 SQ. FT., 1.2138 ACRES.

SAID PROPERTY NOW KNOWN AS,

LOT 1 IN JACK DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE NORTH 466.70 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SUBDIVISION RECORDED JUNE 18, 1998 AS DOCUMENT NUMBER 98516981.

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EXHIBIT B

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF 167TH STREET (SAID SOUTH RIGHT OF WAY LINE BEING 50.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4) AND A LINE 235.90 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4; THENCE SOUTH 89 DEGREES 42 MINUTES 03 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE OF 167TH STREET, 244.96 FEET; THENCE SOUTH 00 DEGREES 01 MINUTE 38 SECONDS WEST, 416.70 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 01 SECOND WEST, 200.76 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 216.70 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 01 SECOND WEST, 44.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 200.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. (CONTAINING 92,497.75 SQUARE FEET, 2.1235 ACRES)

SAID PROPERTY NOW KNOWN AS,

Lot 2 In Jack Development, being a Subdivision of part of the North 466.70 feet of the West 1/2 of the Northwest 1/4 of Section 27, Township 36 North, Range 12 East of the Third Principal Meridian, According to the Plat of Subdivision recorded June 18, 1998 as Document Number 98516981.

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EXHIBIT C

Access Easement

Commencing At The Intersection Of A Line Parallel With And 466.70 Feet South Of (As Measured Along The West Line Thereof) The North Line Of The Northwest Quarter Of Section 27, Township 36 North, Range 12 East Of The Third Principal Meridian And A Line Parallel With And 279.90 Feet East Of (As Measured Along The North Line Thereof) The West Line Of The Northwest Quarter Of Section 27, Township 36 North, Range 12 East Of The Third Principal Meridian; Thence North 00 Degrees 00 Minutes 00 Seconds West Along Said Line Parallel With The West Line Of The Northwest Quarter Of Said Section, 29.20 Feet To The Point Of Beginning; Thence Continuing Along The Last Described Line For A Distance Of 187.50 Feet To A Point; Thence North 89 Degrees 42 Minutes 01 Seconds West Along A Line Parallel With 250.00 Feet South Of The North Line Of The Northwest Quarter Of Said Section, 6.66 Feet; Thence North 00 Degrees 00 Minutes 00 Seconds West, 123.71 Feet; Thence North 90 Degrees 00 Minutes 00 Seconds East 19.61 Feet; Thence North 00 Degrees 00 Minutes 00 Seconds West, 64.02 Feet; Thence North 90 Degrees 00 Minutes 00 Seconds East, 105.71 Feet; Thence North 00 Degrees 17 Minutes 57 Seconds East, 11.63 Feet To A Point, Said Point Being In The South Line Of 167th Street Right Of Way; Thence South 89 Degrees 42 Minutes 03 Seconds East Along The South Line Of 167th Street 41.35 Feet; Thence South 00 Degrees 00 Minutes 00 Seconds West, 58.96 Feet; Thence South 90 Degrees 00 Minutes 00 Seconds West, 114.43 Feet; Thence South 00 Degrees 00 Minutes 00 Seconds West, 17.36 Feet; Thence North 90 Degrees 00 Minutes 00 Seconds East, 18.43 Feet; Thence South 00 Degrees 03 Minutes 06 Seconds West, 310.36 Feet; Thence South 90 Degrees 00 Minutes 00 Seconds West 63.79 Feet to the Point of Beginning in Cook County, Illinois.

Area Of Easement: 28,716.18 Sq. Ft.

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EXHIBIT D
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Sign Easement

Commencing At The Intersection Of A Line Parallel With And 466.70 Feet South Of (As Measured Along The West Line Thereof) The North Line Of The Northwest Quarter Of Section 27, Township 36 North, Range 12 East Of The Third Principal Meridian And A Line Parallel With And 279.90 Feet East Of (As Measured Along The North Line Thereof) The West Line Of The Northwest Quarter Of Section 27, Township 36 North, Range 12 East Of The Third Principal Meridian; Thence North 00 Degrees 00 Minutes 00 Seconds West Along Said Line Parallel With The West Line Of The Northwest Quarter Of Said Section, 216.70 Feet To The Point Of Beginning; Thence North 89 Degrees 42 Minutes 01 Seconds West Along A Line Parallel With And 250.00 Feet South Of The North Line Of The Northwest Quarter Of Said Section, 5.00 Feet; Thence North 00 Degrees 00 Minutes 00 Seconds West, 200.00 Feet To A Point In The South Line Of 167th Street Right Of Way; Thence South 89 Degrees 42 Minutes 03 Seconds East Along Said South Line Of 167th Street, 100.32 Feet; Thence South 00 Degrees 17 Minutes 57 Seconds West, 2.00 Feet; Thence South 89 Degrees 42 Minutes 03 Seconds East, 15.00 Feet; Thence South 00 Degrees 17 Minutes 57 Seconds West, 15.00 Feet; Thence North 89 Degrees 42 Minutes 03 Seconds West, 15.00 Feet; Thence North 00 Degrees 17 Minutes 57 Seconds East, 12.00 Feet; Thence North 89 Degrees 42 Minutes 03 Seconds West, 95.29 Feet; Thence South 00 Degrees 00 Minutes 00 Seconds East, 194.97 Feet To The Point Of Beginning, In Cook County, Illinois.

Area Of Easement: 1,701.44 Sq. Ft.

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