



AMENDMENT TO LEASE AGREEMENT

This Lease Amendment, dated ~~May~~ <sup>July 14</sup>, 2000, by and between the Village of Rosemont, a municipal corporation ("Lessor") and Outdoor Systems Advertising ("Lessee").

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WHEREAS Lessor and Lessee are parties to a certain Lease Agreement, dated December 1, 1997 (as amended February 2, 2000) ("Lease"), for that certain property, legally described on Exhibit A ("Sign Location"), on a portion of which is erected an advertising sign; and

WHEREAS, the parties desire to exclude from the lease location a portion of vacant property legally described on Exhibit B ("Excluded Property").

NOW THEREFORE in consideration of the covenants and conditions contained herein, Lessor and Lessee agree as follows:

1. Lessor and Lessee hereby amend the Lease to exclude the Excluded Property from the Sign Location,
2. Except as amended herein, all other provisions and terms under the Lease are hereby ratified and affirmed in their entirety.

LESSOR:  
Village of Rosemont

By:

ATTEST:

LESSEE:  
Outdoor Systems Advertising

By:

ATTEST:

AMWral(AMW:amnd leaseagmnt)

FIGOR TITLE INSURANCE

452847

MAIL TO + Prepared By  
Storino, RAMELLO + DURKIN  
9501 W Devon  
Rosemont IL 60018 Attn Ann Williams



UNOFFICIAL COPY

Property of Cook County Clerk's Office

## EXHIBIT A

### PARCEL 1:

THAT PART OF THE FOLLOWING DESCRIBED TRACT LYING NORTH OF THE NORTH LINE OF LOT 2 IN BRYN MAWR AVENUE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 27, 1978 AS DOCUMENT NO. 24692093 AND REGISTERED IN THE OFFICE OF THE COOK COUNTY REGISTRAR OF TITLES ON OCTOBER 27, 1978 AS DOCUMENT NO. 3055768, TO WIT:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SOUTH LINE OF SAID SECTION 4, WHICH IS 655.61 FEET WEST OF THE SOUTHEAST CORNER OF SAID 4; RUNNING, THENCE NORTHEASTERLY ON A LINE WHICH FORMS AN ANGLE OF  $69^{\circ} 45'$  WITH THE SOUTH LINE OF SAID SECTION 4, FOR A DISTANCE OF 18.58 FEET TO A POINT; THENCE NORTHEASTERLY ON A DEFLECTION TO THE RIGHT OF  $7^{\circ} 30' 30''$  FOR A DISTANCE OF 336.83 FEET TO A POINT; THENCE NORTHEASTERLY ON A DEFLECTION OF  $3^{\circ} 03' 10''$  TO THE LEFT, FOR A DISTANCE OF 181.85 FEET TO A POINT; THENCE NORTHEASTERLY ON A DEFLECTION TO THE LEFT OF  $10^{\circ} 10'$ , FOR A DISTANCE OF 323.54 FEET TO A POINT; THENCE NORTHERLY ON A DEFLECTION OF  $1^{\circ} 50' 48''$  TO THE LEFT, FOR A DISTANCE OF 160.41 FEET TO A POINT IN A LINE WHICH IS 5.07 CHAINS WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 4 (AS MEASURED ON THE SOUTH LINE OF SAID SECTION 4); THENCE SOUTH ALONG SAID LAST DESCRIBED PARALLEL LINE TO THE SOUTH LINE OF SAID SECTION 4; THENCE WEST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THAT PART THEREOF LYING NORTH OF A LINE 742.17 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 4; ALSO EXCEPTING THEREFROM THAT PART TAKEN FOR TOLL HIGHWAY DESCRIBED AS THAT PART OF THE SOUTHEAST QUARTER OF SAID SECTION 4, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE WESTERLY ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 655.61 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE WITH A DEFLECTION ANGLE TO THE RIGHT OF  $110^{\circ} 15' 00''$  FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 18.58 FEET TO A POINT; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE WITH A DEFLECTION ANGLE TO THE RIGHT OF  $7^{\circ} 30' 30''$  FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 336.83 FEET TO A POINT; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE WITH A DEFLECTION ANGLE TO THE LEFT OF  $3^{\circ} 03' 10''$  FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 12.78 FEET TO A POINT OF BEGINNING; THENCE CONTINUING ON THE LAST ABOVE DESCRIBED COURSE A DISTANCE OF 169.07 FEET TO A POINT; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE WITH A DEFLECTION ANGLE TO THE LEFT OF  $10^{\circ} 10' 00''$  FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 269.60 FEET TO A POINT; THENCE EASTERLY WITH A DEFLECTION ANGLE TO THE RIGHT OF  $75^{\circ} 27' 40''$  FROM THE LAST DESCRIBED COURSE A DISTANCE OF 41.16 FEET TO A POINT ON THE WEST LINE OF THE EAST 5.07 CHAINS OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTHWESTERLY WITH A DEFLECTION ANGLE TO THE RIGHT OF  $134^{\circ} 04' 49''$  FROM THE LAST DESCRIBED COURSE A DISTANCE OF 43.66 FEET TO A POINT; THENCE SOUTHERLY

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WITH A DEFLECTION ANGLE TO THE LEFT OF 33°, 51', 51" FROM THE LAST DESCRIBED COURSE A DISTANCE OF 173.98 FEET TO A POINT; THENCE SOUTHWESTERLY WITH A DEFLECTION ANGLE TO THE RIGHT OF 15°, 15', 46" FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 226.72 FEET TO A POINT; THENCE SOUTHWESTERLY WITH A DEFLECTION ANGLE TO THE RIGHT OF 45°, 07', 55" FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 21.98 FEET TO THE POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE FOLLOWING DESCRIBED PARCELS (TAKEN AS A TRACT) LYING NORTH OF THE NORTH LINE OF LOT 2 IN BRYN MAWR AVENUE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEASTER QUARTER OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 27, 1978 AS DOCUMENT NO. 24692093 AND REGISTERED IN THE OFFICE OF THE COOK COUNTY REGISTRAR OF TITLES ON OCTOBER 27, 1978 AS DOCUMENT NO. 3055768, TO WIT:

THAT PART OF THE SOUTHEAST QUARTER OF SAID SECTION 4, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH LINE OF SAID SECTION 4, AT A POINT 5.07 CHAINS (334.62 FEET) WEST OF THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE NORTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 742.17 FEET; THENCE EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION 4 TO ITS INTERSECTION WITH A LINE 241.50 FEET (AS MEASURED ALONG THE SOUTH LINE OF SAID SECTION 4) WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 4 TO THE SOUTH LINE OF SAID SECTION 4; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 4 TO THE POINT OF BEGINNING;

ALSO

THAT PART OF THE SOUTHEAST QUARTER OF SAID SECTION 4, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, 241.50 FEET WEST (AS MEASURED ON SAID SOUTH LINE) OF THE EAST LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 4; THENCE NORTH ON A LINE PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 4, 742.17 FEET; THENCE EAST ON A LINE PARALLEL WITH SAID SOUTH LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 4, 140 FEET; THENCE SOUTH ON A LINE PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 4 TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 4; THENCE WEST ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 4, 110 FEET TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

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## EXHIBIT B

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY NORTHEAST CORNER OF LOT 2 IN BRYN MAWR AVENUE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SAID SECTION 4; THENCE NORTH 02 DEGREES 05 MINUTES 59 SECONDS EAST, 52.54 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 31 SECONDS WEST, 66.03 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 52.72 FEET TO THE NORTH LINE OF LOT 2 AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID NORTH LINE, 64.11 FEET OF THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CKA Bryn Mawr Ave + Lyman Avenue

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## LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") dated as of December 1, 1997, by and between the ~~Village of Rosemont~~, a municipal corporation (hereinafter referred to as "Lessor") and Outdoor Systems Advertising of 1702 East Highland Avenue, Phoenix, Arizona (hereinafter referred to as "Lessee").

### WITNESSTH:

WHEREAS, Lessee has heretofore leased certain premises located in Cook County, Illinois as legally described on Exhibit A and as depicted on Exhibit B (hereinafter referred to as the "Sign Location") and Lessor is now the fee simple owner of the Sign Location; and

WHEREAS, Lessee's prior lease for and right to possess the Sign Location shall have terminated on November 30, 1997; and

WHEREAS, Lessor desires to lease to Lessee and Lessee desires to lease from Lessor the Sign Location, together with the air rights and such other rights or easements as may be necessary for operating, maintaining and servicing the outdoor advertising structure as it presently exists at the Sign Location.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, Lessor and Lessee agree as follows:

1. **LEASE.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Sign Location, together with the air rights and such other rights or easements as be necessary for operating, maintaining and servicing the outdoor advertising structure as it presently exists at the Sign Location as legally described on Exhibit A and as depicted on Exhibit B.

2. **TERM.** The term of this Lease shall be for a period of two (2) years commencing on December 1, 1997 and ending on November 30, 1999.

3. **RENT.** As rent for the Sign Location, Lessee agrees to pay Lessor the sum of Fifty Thousand Dollars (\$50,000.00) per year payable in equal monthly installments of Four Thousand One Hundred Sixty Six Dollars and 66/100 (\$4,166.66) in advance on the first day of each month commencing as of the date hereof with December, 1997 rent payable upon execution of this Lease.

4. **IMPROVEMENTS.** The Sign Location has certain outdoor advertising structures, including lighting, (the "Improvements") located thereon and it is agreed upon by the parties that Lessee shall remain the owner of all improvements erected or made by Lessee, and that, notwithstanding the fact that the same may constitute real estate fixtures, the Lessee shall have the right to remove said Improvements at any time during the term of this Lease or within sixty (60) days after the expiration of this Lease; however, all outdoor advertisements shall be removed within three (3) days after the expiration of this Lease. In the event Lessee elects not to remove or fails to remove the Improvements within sixty (60) days after the expiration of this Lease, the Improvements shall be considered abandoned and shall be and become the property of Lessor.

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5. **USE.** Lessee agrees that the Sign Location shall be used and occupied solely for operating, maintaining and servicing the outdoor advertising structure as it presently exists at the Sign Location.

6. **ACCESS.** Lessee shall have the right of access to the Sign Location at all times, including the right to such easements as may be necessary for operating, maintaining and servicing the outdoor advertising structure as it presently exists at the Sign Location or to bring or maintain electricity to the Sign Location.

7. **PERMITS.** Lessee agrees that it shall obtain the necessary permits from any and all governmental agencies and to comply with all requirements, rules and regulations relating to or imposed upon operating, maintaining and servicing the outdoor advertising structure.

8. **TAXES.** Lessee agrees to pay all taxes and charges which may become due or which may be assessed against the Sign Location or its use.

9. **INSURANCE.** Lessee agrees to carry and maintain insurance naming Lessor as a party insured, protecting Lessor against any claim for damages to persons or property of any type, nature and character by virtue of any casualty which may result or exist as a result of the improvements or related to operating, maintaining and servicing the outdoor advertising structure.

10. **HOLD HARMLESS.** Lessee agrees to hold Lessor harmless from any and all claims, litigation or liability that may arise from any and all loss or damage to persons or property of any type, nature and character by virtue of any casualty which may result or exist as a result of the improvements or related to operating, maintaining and servicing the outdoor advertising structure.

11. **DEFAULT.** In the event Lessee shall fail to pay the rental as provided herein when due, and such default is not cured within fifteen (15) days after written notice by Lessor to Lessee, Lessor shall have the right to immediately cancel and terminate this Lease. No waiver of any default of Lessee shall be implied from any omission of the Lessor to give such notice or to take any action for such default, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated.

12. **NOTICE.** Any notice pursuant to this Lease shall be in writing by first class mail, overnight service or via facsimile if confirmed by mailing the original thereof the next business day, addressed to the party to whom intended at the following addresses:

Lessor:

Village of Rosemont  
c/o Village Clerk  
9501 West Devon  
Rosemont, Illinois 60018

Copy to:

William E. Ryan, Esq.  
Burke and Ryan  
33 North Dearborn  
Suite 402  
Chicago, Illinois 60602



Lessee: Outdoor Systems Advertising  
1702 East Highland Avenue  
Phoenix, Arizona 85016

Copy to: Robert J. Weber, Esq.  
Law Offices of Robert J. Weber  
221-North LaSalle Street  
Suite 3800  
Chicago, Illinois 60601

13. ASSIGNMENT. Lessee may not assign, transfer and sell its rights in and to this Lease without the written consent of Lessor, such consent not to be unreasonably withheld, and any assignment or consent thereto shall not remove the necessity of obtaining the consent of Lessor to any other or further assignments.

14. CONDEMNATION. In the event the whole of the Sign Location, or such portion thereof as will make the Sign Location unsuitable for the intended use by Lessee, is condemned for public use by any constituted authority, or sold under threat thereof, then, and in either of such events, this Lease shall terminate upon delivery of possession to such condemning authority and any award, compensation or damages shall be paid to and be the sole property of the Lessor whether such award, compensation or damages shall be made as compensation for the taking of the Sign Location or as compensation for the diminution of the value of the leasehold estate and Lessee hereby assigns to Lessor all of Lessee's right, title and interest in and to any and all such award, compensation or damages.

15. TERMINATION OF PRIOR LEASE. Lessee acknowledges that by executing this Lease, Lessee's prior lease, leasehold interest and rights thereto for the Sign Location are terminated and Lessee agrees that it shall not seek, claim or be entitled to and expressly waives any compensation, damages, relocation payments, costs, money or otherwise, for any reason arising out of or related to the acquisition of the underlying fee to the Sign Location by Lessor and the eminent domain action *Village of Rosemont v. Simon Zunamon, et al.*, Case No. 91 L 50590 as filed in the Circuit Court of Cook county, Illinois or the termination of the prior lease.

16. NO COMPENSATION UPON LEASE TERMINATION OR EXPIRATION. Lessee agrees that it shall not seek, claim or be entitled to any compensation, damages, relocation payments, costs, money or otherwise, for any reason upon the expiration or termination of this Lease.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease the day and year first above written.

**LESSOR:**

**Village of Rosemont**

By: [Signature]  
Its: President

Attest:

[Signature]  
Its: Village Clerk

**LESSEE:**

**Outdoor Systems Advertising**

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

Attest:

\_\_\_\_\_  
Its: \_\_\_\_\_

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**EXHIBITS**

**Exhibit A - Legal Description of Sign Location**

**Exhibit B - Depiction of Sign Location**

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## EXHIBIT A

## PARCEL 1:

THAT PART OF THE FOLLOWING DESCRIBED TRACT LYING NORTH OF THE NORTH LINE OF LOT 2 IN BRYN MAWR AVENUE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 27, 1978 AS DOCUMENT NO. 24692013 AND REGISTERED IN THE OFFICE OF THE COOK COUNTY REGISTRAR OF TITLES ON OCTOBER 27, 1978 AS DOCUMENT NO. 3055768, TO WIT:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SOUTH LINE OF SAID SECTION 4, WHICH IS 655.61 FEET WEST OF THE SOUTHEAST CORNER OF SAID 4; RUNNING THENCE NORTHEASTERLY ON A LINE WHICH FORMS AN ANGLE OF 69° 45' WITH THE SOUTH LINE OF SAID SECTION 4, FOR A DISTANCE OF 18.58 FEET TO A POINT; THENCE NORTHEASTERLY ON A DEFLECTION TO THE RIGHT OF 7°, 30', 30" FOR A DISTANCE OF 336.83 FEET TO A POINT; THENCE NORTHEASTERLY ON A DEFLECTION OF 3°, 03', 10" TO THE LEFT, FOR A DISTANCE OF 181.85 FEET TO A POINT; THENCE NORTHEASTERLY ON A DEFLECTION TO THE LEFT OF 10°, 10', FOR A DISTANCE OF 323.54 FEET TO A POINT; THENCE NORTHERLY ON A DEFLECTION OF 1°, 50', 48" TO THE LEFT, FOR A DISTANCE OF 160.41 FEET TO A POINT IN A LINE WHICH IS 2.07 CHAINS WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 4 (AS MEASURED ON THE SOUTH LINE OF SAID SECTION 4); THENCE SOUTH ALONG SAID LAST DESCRIBED PARALLEL LINE TO THE SOUTH LINE OF SAID SECTION 4; THENCE WEST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THAT PART THEREOF LYING NORTH OF A LINE 742.17 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 4; ALSO EXCEPTING THEREFROM THAT PART TAKEN FOR TOLL HIGHWAY DESCRIBED AS THAT PART OF THE SOUTHEAST QUARTER OF SAID SECTION 4, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE WESTERLY ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 655.61 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE WITH A DEFLECTION ANGLE TO THE RIGHT OF 110°, 15', 00" FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 18.58 FEET TO A POINT; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE WITH A DEFLECTION ANGLE TO THE RIGHT OF 7°, 30', 30" FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 336.83 FEET TO A POINT; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE WITH A DEFLECTION ANGLE TO THE LEFT OF 3°, 03', 10" FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 12.78 FEET TO A POINT OF BEGINNING; THENCE CONTINUING ON THE LAST ABOVE DESCRIBED COURSE A DISTANCE OF 169.07 FEET TO A POINT; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE WITH A DEFLECTION ANGLE TO THE LEFT OF 10°, 10', 00" FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 269.60 FEET TO A POINT; THENCE EASTERLY WITH A DEFLECTION

ANGLE TO THE RIGHT OF  $75^{\circ}, 27', 40''$  FROM THE LAST DESCRIBED COURSE A DISTANCE OF 41.16 FEET TO A POINT ON THE WEST LINE OF THE EAST 5.07 CHAINS OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTHWESTERLY WITH A DEFLECTION ANGLE TO THE RIGHT OF  $134^{\circ}, 04', 49''$  FROM THE LAST DESCRIBED COURSE A DISTANCE OF 43.66 FEET TO A POINT; THENCE SOUTHERLY WITH A DEFLECTION ANGLE TO THE LEFT OF  $33^{\circ}, 51', 51''$  FROM THE LAST DESCRIBED COURSE A DISTANCE OF 173.98 FEET TO A POINT; THENCE SOUTHWESTERLY WITH A DEFLECTION ANGLE TO THE RIGHT OF  $15^{\circ}, 15', 46''$  FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 226.72 FEET TO A POINT; THENCE SOUTHWESTERLY WITH A DEFLECTION ANGLE TO THE RIGHT OF  $45^{\circ}, 07', 55''$  FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 21.98 FEET TO THE POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

THAT PART OF THE FOLLOWING DESCRIBED PARCELS (TAKEN AS A TRACT) LYING NORTH OF THE NORTH LINE OF LOT 2 IN BRYN MAWR AVENUE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 27, 1978 AS DOCUMENT NO. 24692093 AND REGISTERED IN THE OFFICE OF THE COOK COUNTY REGISTRAR OF TITLES ON OCTOBER 27, 1978 AS DOCUMENT NO. 3055768, TO WIT:

THAT PART OF THE SOUTHEAST QUARTER OF SAID SECTION 4, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH LINE OF SAID SECTION 4, AT A POINT 5.07 CHAINS (334.62 FEET) WEST OF THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE NORTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 742.17 FEET; THENCE EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION 4 TO ITS INTERSECTION WITH A LINE 241.50 FEET (AS MEASURED ALONG THE SOUTH LINE OF SAID SECTION 4) WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 4; THENCE SOUTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID SECTION 4 TO THE SOUTH LINE OF SAID SECTION 4; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 4 TO THE POINT OF BEGINNING;

## ALSO

THAT PART OF THE SOUTHEAST QUARTER OF SAID SECTION 4, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, 241.50 FEET WEST (AS MEASURED ON SAID SOUTH LINE) OF THE EAST LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 4; THENCE NORTH ON A LINE PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 4, 742.17 FEET; THENCE EAST ON A LINE PARALLEL WITH SAID SOUTH LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 4, 110 FEET; THENCE SOUTH ON A LINE PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 4 TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 4; THENCE WEST ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 4, 110 FEET TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

