



THIS DOCUMENT WAS
PREPARED BY AND
AFTER RECORDING
RETURN TO:

Gregg M. Dorman, Esq.,
Kritzer & Levick, P.C.
1101 Perimeter Drive
Suite 700
Schaumburg, Illinois 60173

Above space for recorder's use

AMENDED AND RESTATED EASEMENT AGREEMENT

THIS AMENDED AND RESTATED EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 9th day of November, 2001, by and between HOME DEPOT U.S.A., INC., a Delaware corporation ("Home Depot") and THE PEP BOYS MANNY MOE & JACK OF CALIFORNIA, a California corporation ("Pep Boys").

Preliminary Statement

A. Home Depot is the fee owner of a parcel of real estate legally described on Exhibit A attached hereto (the "HD Parcel"). Home Depot intends to develop the HD Parcel approximately as depicted on the site plan attached hereto as Exhibit B (the "Site Plan").

B. Pep Boys is the fee owner of a parcel of real estate legally described on Exhibit C attached hereto and approximately as depicted on the Site Plan (the "PB Parcel"). The PB Parcel and the HD Parcel as same may be enlarged from time to time are herein collectively referred to as the "Parcels", and each individually as a "Parcel".

C. An access easement area presumably owned by a third party exists between the Parcels pursuant to an Easement Agreement dated November 8, 1950 and recorded November 27, 1950 as Document No. 14960461 (the "Existing Access Easement Area").

D. Pep Boys and Home Depot recognized that for the most favorable development and operation of the Parcels, it was necessary that they agree and cooperate with respect to the operation of their Parcels and the Existing Access Easement Area including, without limitation, granting to each other certain access and parking rights over certain portions of the Parcels. In connection therewith, Pep Boys and Home Depot entered into that certain Easement Agreement dated as of August 8, 2000 and recorded on August 9, 2000 in the Office of the Cook County Recorder of Deeds as Document No. 00608802 (the "Original Agreement").

JR CC197315 DEC 10P1

23

E. During the plan review process related to, among other things, the Access Easement Premises Work (as defined in the Original Agreement), the City of Chicago and State of Illinois Departments of Transportation required a revised configuration to the main driveway entrance to the Parcels to and from Elston Avenue to alleviate certain traffic and safety concerns. In connection therewith, Pep Boys and Home Depot have approved the revised main driveway entrance configuration as shown on the Site Plan. Now the parties desire to amend and restate the Original Agreement in its entirety to reflect the necessary revisions to the Original Agreement based upon such revised main entrance.

NOW, THEREFORE, in consideration of the foregoing recitals (which by this reference are hereby incorporated into this Agreement), the mutual covenants and agreements hereinafter set forth, the sum of Ten and No/100 (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree to amend and restate the Original Agreement in its entirety as follows:

1. Access Easements.

(a) Pep Boys hereby grants and conveys to Home Depot for the benefit of and as an appurtenance to the HD Parcel, a perpetual, irrevocable, non-exclusive easement upon, over and across the portions of the PB Parcel shown on the Site Plan as the "HD Access Easement Premises" and legally described on Exhibit D attached hereto for purposes of ingress, egress, passage and delivery, by vehicles and pedestrian, and for no other purpose.

(b) Home Depot hereby grants and conveys to Pep Boys for the benefit of and as an appurtenance to the PB Parcel, a perpetual, irrevocable, non-exclusive easement upon, over and across the portion of the HD Parcel consisting of the main entry driveway to the Parcels from Elston Avenue as shown on the Site Plan as the "PB Access Easement Premises" and legally described on Exhibit E attached hereto for purposes of ingress, egress, passage and delivery, by vehicles and pedestrians, and for no other purpose. The HD Access Easement Premises and the PB Access Easement Premises are sometimes collectively referred to herein as the "2001 Easement Premises," and the 2001 Easement Premises and the Existing Access Easement Area is sometimes collectively referred to as the "2001 Access Area." The PB Access Easement Premises is sometimes also referred to herein as the "Main Entry Drive". The access easements granted in Section 1(a) hereof and this Section 1(b) are sometimes collectively referred to as the "Access Easements."

(c) The Access Easements shall be for the benefit of the owners of the HD Parcel and the PB Parcel. Home Depot and Pep Boys further acknowledge and agree that each such owner may grant the benefit of their respective easement (subject to the terms of this Agreement) to certain parties ("Permittees") which shall include the tenants and other occupants of the HD Parcel and the PB Parcel, respectively, for the duration of such occupancy, and to the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, subtenants and concessionaires of such tenants and other occupants insofar as their

activities relate to the intended use of the HD Parcel and the PB Parcel, respectively; provided, however: (i) such Access Easements are not intended nor shall they be construed as creating any rights in or for the benefit of the general public nor shall they affect any real property outside of the Parcels; and (ii) such "grant" may not take the form of a document recorded against the grantee owner's Parcel without the prior written consent of the grantee owner.

(d) While the access easement granted pursuant to Section 1(b) hereof is intended to be a presently effective grant, Pep Boys acknowledges and agrees that it shall not have the right to use the PB Access Easement Premises until such time as the Main Entry Drive is initially built (by Home Depot pursuant to the terms of Section 3 hereof) and open for access purposes.

2. Parking Easements.

(a) Home Depot, as owner of the HD Parcel, and Pep Boys, as owner of the PB Parcel, hereby grant and convey, each to the other, for the benefit of and as an appurtenance to the HD Parcel and the PB Parcel, a perpetual, non-exclusive easement and right to the use of the parking areas from time to time maintained on the HD Parcel and the PB Parcel for purposes of vehicular parking, and for no other purpose.

(b) Notwithstanding the foregoing easements, each granting owner shall maintain on its respective Parcel the number of parking spaces required by applicable law without taking into account any parking spaces on the other owner's Parcel; provided, however, shared parking spaces within the Existing Access Easement Area as shown on the Site Plan may be included.

(c) The easements granted in Section 2(a) hereof shall be for the benefit of, but not restricted solely to, the owners of the HD Parcel and the PB Parcel, it being expressly agreed that each such owner may grant the benefit of such easement (subject to the terms of this Agreement) to the tenants and other occupants of the HD Parcel and the PB Parcel for the duration of such occupancy, and to the customers, employees, agents and business invitees thereof, subject to the restrictions set forth in Section 2(d) hereof; provided, however: (i) such easements are not intended nor shall they be construed as creating any rights in or for the benefit of the general public nor shall they affect any real property outside of the Parcels; and (ii) such "grant" may not take the form of a document recorded against the grantee owner's Parcel without the prior written consent of the grantee owner.

(d) Anything to the contrary in this Section 2 notwithstanding (including the perpetual nature of the easement granted herein), Pep Boys and Home Depot hereby acknowledge and agree that in no event shall the cross parking easements granted herein be deemed to grant a right in (i) the grantee owner or its Permittees hereunder to park vehicles on a granting owner's Parcel on anything other than a temporary and daily basis, with it being expressly understood that no permanent or overnight parking shall be permitted on the other owner's Parcel, (ii) the grantee owner or its Permittees hereunder to park any vehicles on the grantor owner's Parcel which are left in such party's custody by a customer or vendor, or (iii) any

grantee owner or its Permittees to park trucks or other service or delivery vehicles on the grantor owner's Parcel.

(e) The parties hereby acknowledge and agree that although neither party owns the Existing Access Easement Area, both parties intend to utilize the parking spaces within the Existing Access Easement Area as shown on the Site Plan for vehicular parking purposes, and that for so long as the Access Easements remain in effect, neither party shall contest the other owner's and its Permittees' right to use such parking spaces. If either party hereto acquires the Existing Access Easement Area at any time following the date of this Agreement, such party acknowledges that their Parcel, as so enlarged by the Existing Access Easement Area, shall be subject to and governed by the terms of this Agreement.

3. **Sign Easement.** Home Depot hereby grants and conveys to Pep Boys for the benefit of and as an appurtenance to the PB Parcel, a perpetual, irrevocable, non-exclusive easement on the HD Parcel at the approximate location shown on the Site Plan for the construction, installation, maintenance and operation of a directional sign substantially as set forth on **Exhibit F** attached hereto (the "PB Sign") to identify the Main Entry Drive as the entrance to the PB Parcel, together with a reasonable right of access over such portions of the HD Parcel as shall be temporarily and reasonably required for Pep Boys to satisfy its obligations with respect to the PB Sign pursuant to this Section 3. The PB Sign shall initially be installed by Home Depot as part of the 2001 Easement Premises Work (as hereinafter defined). Thereafter, Pep Boys shall be solely responsible for maintaining, repairing and replacing (as necessary) the PB Sign (including, without limitation the sign structure and sign panel) in good condition and repair at its sole cost and expense. In no event shall (i) any replacement of the PB Sign be located on any portion of the HD Parcel other than as shown on the Site Plan, (ii) any replacement of the PB Sign be any larger or taller than the initial PB Sign shown on **Exhibit F** attached hereto, and (iii) the PB Sign display any sign other than the name of the business operated on the PB Parcel to provide identification of the Main Entry Drive as the entrance for such business establishment.

4. **Temporary Construction Easements; 2001 Easement Premises Work.**

(a) In connection with the performance of any construction, maintenance or other work or landscaping to be performed by or on behalf of Home Depot on any portion of the 2001 Access Area located on the PB Parcel or any other portion of the PB Parcel on which the 2001 Easement Premises Work or such other work or landscaping is contemplated to be performed pursuant to this Section 4, Pep Boys hereby grants to Home Depot temporary easements for incidental encroachments upon the PB Parcel which may occur as a result of such construction or maintenance, so long as such encroachments are kept within the reasonable requirements of such construction or maintenance work expeditiously pursued and so long as customary insurance is maintained protecting Pep Boys from the risks involved. The temporary construction easement granted herein is not intended to apply with respect to the initial construction of the improvements on the HD Parcel, but rather solely with respect to the 2001 Easement Premises

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Work or the Landscaping Work (as hereinafter defined) on the PB Parcel or within the Existing Access Easement Area.

(b) For purposes of this Agreement, the term "**2001 Easement Premises Work**" shall mean and refer to the work and improvements contemplated to be performed by or on behalf of Home Depot (i) in the 2001 Access Area in connection with the construction of the Main Entry Drive on the HD Parcel as shown on the Site Plan including, without limitation, the construction of traffic signals and related equipment for the intersection of such driveway and Elston Avenue, (ii) all work related to the closure of the existing curb cut and driveway to Elston Avenue located on the PB Parcel and the Existing Access Easement Area (the "**Existing Driveway**") where the main driveway entrance to the Parcels was originally contemplated to be located under the Original Agreement including, without limitation, the revisions thereto as shown on the Site Plan to create additional striped parking area on the PB Parcel, and (iii) the installation of the PB Sign on the HD Parcel at the approximate location shown on the Site Plan. Pep Boys and Home Depot hereby waive the right to challenge or contest the closure of the Existing Driveway, for themselves, and their respective grantees, lessees, successors and assigns as provided for herein. In addition to the 2001 Easement Premises Work, Home Depot shall, at its sole cost and expense, install (in a timely manner, subject to Unavoidable Delays) all landscaping, trees and wrought iron fencing required by the City of Chicago to be installed on the PB Parcel in connection with the 2001 Easement Premises Work or any other work being performed by or on behalf of Home Depot on the PB Parcel (collectively, the "**Landscaping Work**"). The Landscaping Work shall include, in all events, such wrought iron fencing and landscaping along the northeast and northwest boundaries of the PB Parcel, and landscaping within the PB Parcel, as may be requested by the City of Chicago and approved by Pep Boys, which approval shall not be unreasonably withheld, conditioned or delayed.

(c) Pep Boys hereby agrees that Home Depot shall have the right to enter upon the PB Parcel as shall be reasonably necessary and required to perform the portion of the 2001 Easement Premises Work and the Landscaping Work located on the PB Parcel including, without limitation, the right to remove any existing improvements in the 2001 Access Area that would in any way impede the free flow of traffic in the 2001 Access Area and the right to close off the Existing Driveway, subject to the terms of this Section 4. Provided that Home Depot obtains all necessary permits and approvals therefor, Home Depot shall, at its sole cost and expense, perform (or cause to be performed) the 2001 Easement Premises Work (including, without limitation the installation of four-way electric traffic control signals at the intersection of the Main Entry Drive and Elston Avenue) and the Landscaping Work in accordance with plans therefor approved by the City of Chicago and any other applicable governing authority having jurisdiction and all applicable laws, codes, ordinances, permits and approvals. Pep Boys acknowledges that the City of Chicago Department of Transportation ("**CDOT**") will perform certain portions of the 2001 Easement Premises Work within the Elston Avenue right-of-way including, without limitation, the installation of the aforementioned traffic control signals and the restriping of Elston Avenue (collectively, the "**CDOT Work**"), all in accordance with the aforementioned plans. Home Depot agrees that the 2001 Easement Premises Work on the 2001

Access Area and PB Parcel to be performed by or on behalf of Home Depot (exclusive of the CDOT Work) shall be completed within twenty-one (21) consecutive days following commencement thereof, subject only to Unavoidable Delays (as hereinafter defined); provided, however, in no event shall the Existing Driveway be closed in connection with the 2001 Easement Premises Work until the Main Entry Drive is substantially completed and is operational to provide reasonable access to the PB Parcel from Elston Avenue.

(d) Home Depot shall (i) keep the PB Parcel free of any liens resulting from any work performed by or on behalf of Home Depot, (ii) indemnify, defend and hold Pep Boys harmless from and against any and all claims, demands, damages, liabilities, costs, expenses and liens arising out of the 2001 Easement Premises Work and Landscaping Work performed by or on behalf of Home Depot, (iii) use reasonable best efforts to minimize disruption to the business operations of Pep Boys during the Landscaping Work and construction of the 2001 Easement Premises Work including, without limitation, coordinating the work during normal business hours with Pep Boys store manager, and (iv) at all times maintain reasonable access to and from the PB Parcel and Elston Avenue during the performance of the 2001 Easement Premises Work and the Landscaping Work. In addition to providing Home Depot with the foregoing temporary construction easement required in connection with the 2001 Easement Premises Work, Pep Boys agrees that it shall cooperate with Home Depot in all reasonable respects concerning the 2001 Easement Premises Work and the Landscaping Work including, without limitation, Home Depot's efforts to obtain permits and approvals therefor.

(e) For purposes of this Agreement, the term "**Unavoidable Delays**" shall mean any event or condition which prevents or delays a party from timely performing any obligations under this Agreement caused by any strike, lockout, labor dispute, unavailability of labor or materials, act of God, unusually inclement weather, unusual governmental restriction, regulation or control, enemy or hostile governmental action, civil commotion, insurrection, sabotage, fire or other casualty, any condition caused by the other party, or any other condition beyond the reasonable control of the party claiming such delay. In the event of an Unavoidable Delay, the time to perform such obligation shall be extended on a day-for-day basis for the period of the delay caused by such event or condition; provided, however, in no event shall this paragraph apply if a delay is caused by the inability to pay any sum of money due hereunder or the failure to perform any other obligation due to the lack of money.

5. Maintenance, Repair and Taxes.

(a) Except with respect to any damage caused by Pep Boys or its agents, employees, tenants or contractors, Home Depot shall maintain, repair and replace the improvements on the 2001 Access Area so as to keep such area at all times in a good and functional condition, to maintain a smooth roadway surface and to prevent any obstruction to the free flow of traffic and use of the 2001 Access Area in accordance with the terms of this Agreement (including, without limitation, snow and ice removal as necessary). Pep Boys shall reimburse Home Depot for its share of the costs incurred by Home Depot in connection with this Section 5 within thirty (30)

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days after Home Depot bills Pep Boys therefor (which bills shall be accompanied by reasonable supporting information and shall not be delivered more frequently than quarterly). Pep Boys share of such costs shall be based on the ratio of the number of square feet of building area on the PB Parcel to the number of square feet of building area on both the PB Parcel and the HD Parcel.

(b) Each party hereto shall pay, prior to any penalty attaching thereto, all real estate taxes and assessments imposed upon its Parcel so as to prevent the forfeiture or loss of use of any portion of the 2001 Easement Premises. The 2001 Easement Premises shall be kept open and available for use pursuant to this Agreement seven (7) days a week and twenty-four (24) hours each day.

6. **Covenant and Restriction.** Pep Boys and Home Depot hereby covenant and agree that (i) no obstruction to the free flow of traffic and use of the 2001 Access Area for access and parking purposes as shown on the Site Plan shall be permitted, and (ii) any construction, renovation, repairs or other activity affecting either the PB Parcel, the HD Parcel or the 2001 Access Area shall be conducted in a manner which will limit, to the maximum extent practicable, any interference with the full use and enjoyment of the parties respective easements and rights therein.

7. **Indemnification and Insurance.** Pep Boys and Home Depot (each an "Indemnifying Owner") shall indemnify and hold the other party hereto, and its tenants and occupant (collectively, the "Indemnified Owners" or individually, an "Indemnified Owner") harmless from and against any damages, liabilities, actions, claims, liens, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation expenses) in connection with the loss of life, personal injury and/or damage to property suffered or incurred by the Indemnified Owner (but excluding any such loss, injury or damage resulting from the negligent or more culpable conduct of such Indemnified Owner and arising out of any act or omission of the Indemnifying Owner, its tenants, employees, agents or contractors including, without limitation, a breach of this Agreement by the Indemnifying Owner.

Pep Boys and Home Depot each shall maintain or cause to be maintained commercial general liability insurance which shall be carried by a reputable insurance company or companies qualified to do business in the State of Illinois and having limits for loss of life or bodily injury in the amounts of not less than \$1,000,000 for each person and \$3,000,000 for each occurrence and \$1,000,000 for property damage for each occurrence, and shall include contractual liability insurance to cover such party's agreement to indemnify provided in this Section 7. Notwithstanding the foregoing, any party responsible to maintain such insurance may "self insure", or provide for a deductible from the required coverage related to its Parcel, but in either event only to the extent of an amount which shall not exceed one percent (1%) of the net worth of said party in its last annual or fiscal year as certified by an independent certified public accountant and computed in accordance with generally accepted accounting principles consistently applied. Such insurance may be carried under a "blanket" policy or policies

covering other properties of the party and its subsidiaries, controlling or affiliated corporations. Each party hereto shall, upon written request from the other party, furnish to the party making such request certificates of insurance evidencing the existence of the insurance required to be carried pursuant to this Section 7 or evidence of a self-insurance capacity as hereinabove provided, as the case may be. All such insurance shall include provisions denying to the insurer subrogation rights against the other parties to the extent such rights have been waived by the insured prior to the occurrence of damage or loss. Pep Boys and Home Depot each hereby waives any rights of recovery against the other party, its directors, officers, employees, agents and tenants and occupants for any damage or consequential loss covered by said policies to the extent of the proceeds payable under such policies or which would have been payable had the required insurance coverage hereunder been maintained (including, without limitation, where a party has exercised a right to self-insure), whether or not such damage or loss shall have been caused by any acts or omissions of the other party or its directors, officers, employees, agents, tenants or occupants.

8. **Remedies.** If any party hereto shall default in the performance of an obligation imposed by this Agreement (such Owner being herein called a "**Defaulting Owner**"), which default affects the other party or its property or any occupant thereof (the "**Affected Party**"), then in addition to all other rights and remedies available to the Affected Party at law or in equity, after fifteen (15) days' prior written notice to the Defaulting Owner, the Affected Party shall have the right to perform such obligation on behalf of the Defaulting Owner. In such event, the Defaulting Owner shall reimburse the Affected Party an amount equal to the sum of all costs and expenses incurred by the Affected Party in the performance of the Defaulting Owner's obligation, together with interest thereon from the date of each outlay of such costs and expenses so incurred at a rate (the "**Default Rate**") equal to the lesser of: (i) three percent (3%) in excess of the "**Prime Rate**" published in the Wall Street Journal, or if such publication or rate is not available on a permanent basis, then three percent (3%) in excess of the prime lending rate charged by Citibank, N.A. for commercial loans to its most preferred commercial customers; or (ii) the highest rate permitted by applicable law. The foregoing reimbursement shall be paid within ten (10) days following the date the Affected Party delivers to the Defaulting Owner a statement reflecting the amount then due hereunder, together with reasonable supporting documentation therefor. Pep Boys and Home Depot acknowledge and agree that no remedy provided in this Agreement shall be exclusive but each shall be cumulative with all other remedies provided in this Agreement, and that all remedies at law or in equity shall be available.

9. **Mortgage Subordination.** Any mortgage or deed of trust affecting any portion of the Parcels shall at all times be subject and subordinate to the terms of this Agreement, and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale shall acquire title subject to all of the terms and provisions of this Agreement. Each party hereto represents and warrants to the other parties that there is no presently existing mortgage or deed of trust lien on its parcel.

10. **Binding Effect.** Every agreement, covenant, promise, undertaking, condition, easement, right, privilege, option and restriction made, granted or assumed, as the case may be, by each party to this Agreement is made by such party not only personally for the benefit of the other parties hereto but with the understanding that each shall run with the land and constitute an equitable servitude on the parcel owned by such party. Any transferee of any part of such party's parcel shall automatically be deemed, by acceptance of title to or the applicable interest in such parcel, to have assumed all obligations of this Agreement relating thereto to the extent of the interest in its parcel and to have agreed with the then owner or owners of all other parcels which are subject to this Agreement to execute any and all instruments and to do any and all things reasonably required to carry out the intention of this Agreement and the transferor shall upon the completion of such transfer be relieved of all further liability under this Agreement except liability with respect to matters that may have arisen during its period of ownership of the parcel so conveyed that remain unsatisfied.

11. **Non-Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the parcels to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto and their successors and assigns that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

12. **Representations and Warranties.**

(a) Each party hereto hereby represents, warrants and covenants unto each of the other parties hereto that:

(i) it shall not do, suffer or permit, or agree to enter into any transaction or agreement or undertake or permit any action or proceeding which would (x) diminish or otherwise adversely affect the full use and enjoyment of the easements and rights granted hereunder or which might prevent the full performance by any other party of all of its obligations hereunder, (y) cause any unnecessary or unreasonable increase in the maintenance, repair and replacement costs to be incurred pursuant to this Agreement, or (z) unreasonably interfere with any construction or maintenance activities being performed pursuant to this Agreement;

(ii) other than the parties hereto, there exist no other parties possessing any applicable right, title or interest in and to any portion of the parcels that is required to be a party to this Agreement in order to render any of the terms hereof effective and binding as to such party or which has or may have any right to consent or approve the easements, rights, interests, privileges, obligations and agreements contained herein which are binding upon the parties and the parcels described herein; and

(iii) this Agreement has been duly authorized, executed and delivered by such party and constitutes the valid, legal and binding agreements and obligations of such party enforceable against such party in accordance with the terms hereof.

(b) Home Depot hereby represents and warrants to Pep Boys that to the best of Home Depot's knowledge, as of the date of this Agreement, Home Depot has not taken, or authorized to be taken, any action that adversely affects any permit, license or entitlement necessary for the operation of Pep Boys' store on the PB Parcel or otherwise inuring to the benefit of the PB Parcel. Notwithstanding the foregoing, Pep Boys acknowledges that Home Depot's actions with respect to the performance of the 2001 Easement Premises Work including, without limitation, the closure of the Existing Driveway, may impact Pep Boys' business operations.

13. Notices. Any notice, report or demand required, permitted or desired to be given under this Agreement shall be in writing and shall be delivered by nationally recognized overnight courier with evidence of receipt to the parties at the addresses shown below or at such other address as the respective parties may from time to time designate by like notice. Delivery shall be deemed effective on the date of delivery as shown on the delivery ticket of the applicable courier evidencing receipt thereof. The initial addresses of the parties shall be:

(a) If to Home Depot: Home Depot U.S.A., Inc.
2455 Paces Ferry Road N.W.
Building C, 20th Floor
Atlanta, Georgia 30339
Attn: Vice President – Real Estate Law

with copies to: Home Depot U.S.A., Inc.
1400 Dundee Road
Arlington Heights, Illinois 60004
Attn: James T. McPhail
Real Estate Manager

and

Kritzer & Levick, P.C.
1101 Perimeter Road, Suite 700
Schaumburg, IL 60173
Attn: Gregg M. Dorman, Esq.

(b) If to Pep Boys: The Pep Boys Manny Moe & Jack of California
3111 West Allegheny Avenue
Philadelphia, Pennsylvania 19132
Attention: Vice President of Real Estate

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with a copy to:

The Pep Boys Manny Moe & Jack of California
3111 West Allegheny Avenue
Philadelphia, Pennsylvania 19132
Attention: General Counsel

14. Miscellaneous.

- (a) If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other person or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- (b) This Agreement shall be construed in accordance with the laws of the State of Illinois.
- (c) The Article 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.
- (d) 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 the other.
- (e) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
- (f) This Agreement may be amended, modified, or terminated at any time by a declaration in writing, executed and acknowledged by all the parties to the Agreement or their successors or assigns; this Agreement shall not be otherwise amended, modified or terminated during the term hereof.
- (g) This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.
- (h) Nothing in this Agreement shall be deemed to be a waiver by any party hereto of any rights they may have in any other agreements relating to the Existing Access Easement Area.
- (i) At such time as this Agreement is executed, this Agreement shall be deemed to supersede the Original Agreement in its entirety.

TEXT OF AGREEMENT ENDS HERE; SIGNATURE PAGE TO FOLLOW

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Home Depot:

HOME DEPOT U.S.A., INC.,
a Delaware corporation

By: _____
Print Name: Jeff Israel
Title: Senior Corporate Counsel - Real Estate

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Pep Boys:

**THE PEP BOYS MANNY MOE
& JACK OF CALIFORNIA,**
a California corporation

By: _____
Print Name: _____
Title: _____

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Home Depot:

HOME DEPOT U.S.A., INC.,
a Delaware corporation

By: _____ *Jan*

Print Name: _____

Title: _____

Pep Boys:

**THE PEP BOYS MANNY MOE
& JACK OF CALIFORNIA,**
a California corporation

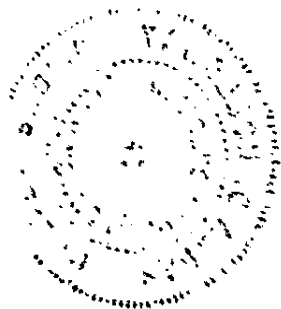
By: *J.A. Cicelli* _____ *RMM*

Print Name: *Joseph A. Cicelli*

Title: *Vice President*

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Property of Cook County Clerk's Office



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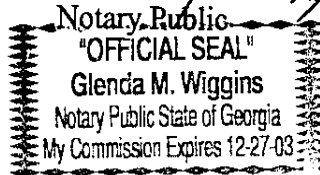
STATE OF GEORGIA)
)SS
COUNTY OF COBB)

On this 9th day of November, 2001, before me appeared Jell Israel, to me personally known, who, being by me duly sworn, did say that he/she is the Se. Corp. Counsel-RE of HOME DEPOT U.S.A., INC., a Delaware corporation, and that said instrument was signed on behalf of said corporation; and said individual acknowledged said instrument to be the free and act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Glenda M. Wiggins

My term expires: 12-27-03



STATE OF PENNSYLVANIA)
)SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, a _____ of THE PEP BOYS MANNY MOE & JACK OF CALIFORNIA, a California corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument, on behalf of said corporation as his/her free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this ____ day of November, 2001.

Notary Public

My term expires: _____

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STATE OF GEORGIA)
)SS
COUNTY OF COBB)

On this ____ day of November, 2001, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he/she is the _____ of HOME DEPOT U.S.A., INC., a Delaware corporation, and that said instrument was signed on behalf of said corporation; and said individual acknowledged said instrument to be the free and act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My term expires: _____

STATE OF PENNSYLVANIA)
)SS
COUNTY OF Philadelphia)

I, Paula D. Holloway, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph A. Cirelli, a Vice President of THE PEP BOYS MANNY MOE & JACK OF CALIFORNIA, a California corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument, on behalf of said corporation as his/her free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this 9th day of November, 2001.

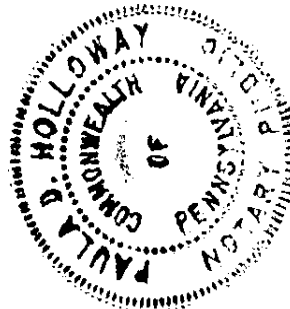
Paula D. Holloway
Notary Public

My term expires: December 1, 2003

Home Depot/Pep Boys
Chicago, IL (Elston Ave)
851973-2 1631.1574000

Notarial Seal
Paula D. Holloway, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Dec. 1, 2003

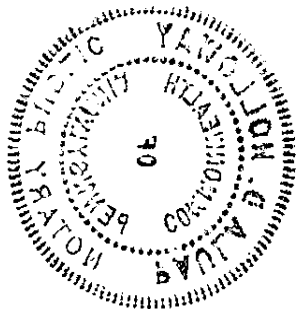
Member, Pennsylvania Association of Notaries



110701/Draft #5
Amended and Restated
Easement Agreement

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Property of Cook County Clerk's Office



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EXHIBIT A

11088936

Legal Description of HD Parcel

[Following four (4) pages]

14-30-310-006

14-30-310-007

14-30-310-008

14-30-310-009

14-30-310-010

14-30-310-014

14-30-310-019

14-30-310-027

address: Elston & Levitt,
Chicago, IL

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PARCEL 1:

LOT 8 (EXCEPT THAT PART THEREOF FALLING IN ELSTON AVENUE) IN SNOW ESTATE SUBDIVISION BY THE SUPERIOR COURT IN PARTITION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; AND THE EAST 1/2 OF THE NORTHEAST 1/4 (EXCEPT THE SOUTH 20 ACRES THEREOF) OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH THAT PART OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH AND EAST OF THE NORTH BRANCH OF THE CHICAGO RIVER; TOGETHER WITH LOTS 2, 3, 4, 6, 7, 9 AND 11 IN THE ASSESSOR'S DIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 30 AFORESAID, LYING BETWEEN RAILROAD AND RIVER, ACCORDING TO THE PLAT OF SAID SNOW ESTATE SUBDIVISION RECORDED JANUARY 29, 1873 IN BOOK 3 OF PLATS, PAGE 91, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 10 IN ASSESSOR'S SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 30 TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH AND WEST OF THE NORTH BRANCH OF CHICAGO RIVER AND NORTH AND EAST OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY; TOGETHER WITH THAT PART OF LOT 9 IN THE SNOW ESTATE SUBDIVISION IN SAID SOUTHWEST 1/4 OF SECTION 30 AFORESAID, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 10 IN ASSESSOR'S SUBDIVISION IN SAID SOUTHWEST 1/4 OF FRACTIONAL SECTION 30 AFORESAID; THENCE SOUTHEASTERLY ON THE NORTHEASTERLY LINE OF LOT 9 AFORESAID, BEING ALSO THE CENTER LINE OF ELSTON AVENUE, 18.99 FEET; THENCE SOUTHWESTERLY ON A STRAIGHT LINE AT RIGHT ANGLES TO THE CENTER LINE OF SAID ELSTON AVENUE, 789.19 FEET TO THE NORTHEASTERLY LINE OF RIGHT OF WAY OF CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE NORTHWESTERLY ON SAID RIGHT OF WAY LINE, 11.20 FEET TO THE SOUTHWEST CORNER OF LOT 10 IN ASSESSOR'S SUBDIVISION AFORESAID; THENCE NORTHEASTERLY ON THE SOUTHEASTERLY LINE OF SAID LOT 10, 790.28 FEET TO POINT OF BEGINNING (EXCEPTING THEREFROM THE PART OF LOT 10 AFORESAID AND LOT 9 AFORESAID DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE LAST-DESCRIBED TRACT, THENCE NORTHWESTERLY ON THE NORTHEASTERLY LINE OF RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, 100 FEET, THENCE SOUTHEASTERLY ON A CURVE TANGENT TO SAID RIGHT OF WAY AND CONVEX TO SOUTHWEST, WITH A RADIUS OF 324 FEET, TO ITS INTERSECTION WITH THE SOUTHEASTERLY LINE OF THE PROPERTY LAST DESCRIBED; AND THENCE SOUTHWESTERLY ON THE SOUTHEASTERLY LINE OF SAID PROPERTY 16.5 FEET MORE OR LESS TO POINT OF BEGINNING AND EXCEPTING FROM LOT 10 AFORESAID AND THE AFORESAID PART OF LOT 9 (THOSE PARTS THEREOF FALLING IN ELSTON AVENUE); IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 8 IN ASSESSOR'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH AND WEST OF THE NORTH BRANCH OF THE CHICAGO RIVER; TOGETHER WITH THE PART OF LOT 7 IN SNOW ESTATE SUBDIVISION BY THE SUPERIOR COURT IN PARTITION OF THE OTHER PROPERTY, LOTS 2, 3, 4, 6, 7, 9 AND 11 IN ASSESSOR'S SUBDIVISION AFORESAID, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID LOT 7 WITH THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 7, 61.19 FEET; THENCE WESTERLY AT AN ANGLE OF 54 DEGREES, 36 MINUTES TO THE SOUTHEASTERLY LINE OF SAID LOT 7, 87.11 FEET, MORE OR LESS, TO THE SOUTHWESTERLY LINE OF THE PROPERTY CONVEYED TO CHICAGO TELEPHONE COMPANY BY DEED FROM VIRGIL BRAND, DATED JUNE 30, 1905 AND RECORDED JULY 1, 1905 AS DOCUMENT 3718660; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF THE PROPERTY SO CONVEYED TO CHICAGO TELEPHONE COMPANY BY VIRGIL BRAND TO THE POINT OF BEGINNING:

PART OF SAID LOT 8 IN ASSESSOR'S SUBDIVISION AND SAID PART OF LOT 7 IN SNOW ESTATE SUBDIVISION BEING TAKEN AS A TRACT (EXCEPT FROM SAID TRACT THAT PART THEREOF FALLING IN ELSTON AVENUE);

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ALSO EXCEPT FROM SAID TRACT A STRIP OF LAND IS 18 FEET WIDE LYING 9 FEET ON EACH SIDE OF A CENTER LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE, WHICH IS 150.63 FEET SOUTHEASTERLY FROM THE POINT OF INTERSECTION OF SAID SOUTHWESTERLY STREET LINE WITH THE NORTHWESTERLY LINE OF SAID LOT 8 IN ASSESSOR'S SUBDIVISION, AND RUNNING THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 10 FEET TO A POINT 150.58 FEET, MEASURED PERPENDICULARLY, SOUTHEASTERLY FROM SAID NORTHWESTERLY LINE OF LOT 8; THENCE SOUTHWESTWARDLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 603.81 FEET AND CONVEX SOUTHEASTERLY, A DISTANCE OF 104.38 FEET TO A POINT 141.06 FEET, MEASURED PERPENDICULARLY, SOUTHEASTERLY FROM SAID NORTHWESTERLY LINE OF LOT 8, AND 113.89 FEET, MEASURED PERPENDICULARLY, SOUTHWESTERLY FROM SAID SOUTHWESTERLY STREET LINE; THENCE SOUTHWESTWARDLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 603.81 FEET AND CONVEX NORTHWESTERLY, A DISTANCE OF 104.38 FEET TO A POINT 131.55 FEET, MEASURED PERPENDICULARLY, SOUTHEASTERLY FROM SAID NORTHWESTERLY LINE OF LOT 8 AND 217.78 FEET, MEASURED PERPENDICULARLY, SOUTHWESTERLY FROM SAID SOUTHWESTERLY STREET LINE; THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 209.54 FEET TO A POINT 130.51 FEET, MEASURED PERPENDICULARLY, SOUTHEASTERLY FROM SAID NORTHWESTERLY LINE OF LOT 8; THENCE SOUTHWESTWARDLY ALONG THAT ARC OF A CIRCLE HAVING A RADIUS OF 388.42 FEET AND CONVEX SOUTHEASTERLY, A DISTANCE OF 134.90 FEET TO A POINT 106.62 FEET, MEASURED PERPENDICULARLY, SOUTHEASTERLY FROM SAID NORTHWESTERLY LINE OF LOT 8 AND 559.57 FEET, MEASURED PERPENDICULARLY, SOUTHWESTERLY FROM SOUTHWESTERLY STREET LINE; THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 75.17 FEET TO A POINT 80.69 FEET, MEASURED PERPENDICULARLY, SOUTHEASTERLY FROM SAID NORTHWESTERLY LINE OF LOT 8; THENCE WESTWARDLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 240.49 FEET AND CONVEX SOUTHERLY, A DISTANCE OF 113.05 FEET TO A POINT 10.62 FEET, MEASURED PERPENDICULARLY, SOUTHEASTERLY FROM SAID NORTHWESTERLY LINE OF LOT 8 AND 724.10 FEET, MEASURED PERPENDICULARLY, SOUTHWESTERLY FROM SAID SOUTHWESTERLY STREET LINE; THENCE WESTWARDLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 406.42 FEET AND CONVEX SOUTHERLY, A DISTANCE OF 96.08 FEET TO A POINT ON THE WESTERLY LINE OF THE ABOVE DESCRIBED TRACT, WHICH POINT IS 58.79 FEET, MEASURED PERPENDICULARLY, NORTHWESTERLY FROM SAID NORTHWESTERLY LINE OF LOT 8 AND 12.42 FEET, MEASURED PERPENDICULARLY, NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY; SAID STRIP OF LAND 18 FEET WIDE BEING PARCEL "A" DESCRIBED IN DEED RECORDED AS DOCUMENT 19990220;

ALSO EXCEPT FROM SAID TRACT A STRIP OF LAND 18 FEET WIDE, LYING 9 FEET ON EACH SIDE OF A CENTER LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF NORTH ELSTON AVENUE, WHICH IS 150.63 FEET SOUTHEASTERLY FROM THE POINT OF INTERSECTION OF SAID SOUTHWESTERLY STREET LINE WITH THE NORTHWESTERLY LINE OF SAID LOT 8 IN ASSESSOR'S SUBDIVISION AND RUNNING THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 427.63 FEET TO A POINT 148.51 FEET, MEASURED PERPENDICULARLY, SOUTHEASTERLY FROM SAID NORTHWESTERLY LINE OF LOT 8; THENCE SOUTHWESTWARDLY AND WESTWARDLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 406.42 FEET AND CONVEX SOUTHERLY, A DISTANCE OF 428.30 FEET TO A POINT ON THE WESTERLY LINE OF THE ABOVE DESCRIBED TRACT, WHICH POINT IS 58.79 FEET, MEASURED PERPENDICULARLY, NORTHWESTERLY FROM SAID NORTHWESTERLY LINE OF LOT 8 AND 12.42 FEET, MEASURED PERPENDICULARLY, NORTHWESTERLY FROM

SAID NORTHWESTERLY LINE OF LOT 8 AND 12.42 FEET, MEASURED PERPENDICULARLY, NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY;

ALSO EXCEPT FROM SAID TRACT THAT PART THEREOF BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF SAID LOT 8 IN ASSESSOR'S SUBDIVISION AND THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE; THENCE SOUTH 46 DEGREES, 20 MINUTES, 30 SECONDS EAST ALONG SAID LINE OF NORTH ELSTON AVENUE, A DISTANCE OF 141.63 FEET TO A POINT 9.00 FEET NORTHWESTERLY OF THE CENTER LINE OF THE AFORESAID PARCEL "A" DESCRIBED IN DEED RECORDED AS DOCUMENT NUMBER 19990220; THENCE SOUTHWESTERLY ALONG A LINE 9.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF SAID PARCEL "A", WITH THE FOLLOWING COURSE AND DISTANCES;

THENCE SOUTH 43 DEGREES, 28 MINUTES, 26 SECONDS WEST, A DISTANCE OF 10.03 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 594.81 FEET, A DISTANCE OF 102.83 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 612.81 FEET, A DISTANCE OF 105.73 FEET; THENCE SOUTH 43 DEGREES, 28 MINUTES, 29 SECONDS WEST, A DISTANCE OF 209.54 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 379.42 FEET, A DISTANCE OF 131.95 FEET; THENCE SOUTH 63 DEGREES, 21 MINUTES, 59 SECONDS WEST, A DISTANCE OF 75.17 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONVEX TO THE SOUTHEAST HAVING A RADIUS OF 231.49 FEET, A DISTANCE OF 108.83 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 397.42 FEET, A DISTANCE OF 16.72 FEET TO A POINT IN THE NORTHWESTERLY LINE OF SAID LOT 8; THENCE NORTH 43 DEGREES, 11 MINUTES, 15 SECONDS EAST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 8, A DISTANCE OF 728.79 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

PARCEL 5:

PART OF LOTS 9 AND 10 IN SNOW ESTATE SUBDIVISION OF SUPERIOR COURT PARTITION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 20 ACRES THEREOF) ALSO THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30 LYING NORTH AND EAST OF THE NORTH BRANCH OF THE CHICAGO RIVER; ALSO LOTS 2, 3, 4, 6, 7, 9 AND 11 IN ASSESSOR'S DIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30 LYING BETWEEN THE RAILROAD AND THE RIVER; ALSO PART OF LOT 10 IN ASSESSOR'S DIVISION OF PART OF THE SOUTH WEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PART IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE WHICH IS 145.61 FEET NORTHWESTERLY FROM THE POINT OF INTERSECTION OF SAID SOUTHWESTERLY STREET LINE WITH THE NORTHWESTERLY LINE OF NORTH LEAVITT (FORMERLY SNOW) STREET AND RUNNING THENCE NORTHWESTWARDLY ALONG SAID SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE, A DISTANCE OF 215.39 FEET TO A POINT 361 FEET NORTHWESTERLY FROM THE ABOVE MENTIONED POINT OF INTERSECTION OF SAID LINES OF NORTH ELSTON AVENUE AND NORTH LEAVITT STREET, THENCE SOUTHWESTWARDLY ALONG THE SOUTHEASTERLY FACE OF THE REMAINS OF A BRICK WALL, A DISTANCE OF 234.50 FEET; THENCE SOUTHEASTWARDLY PARALLEL WITH AND DISTANT 234.50 FEET SOUTHWESTERLY FROM SAID SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE, A DISTANCE OF 214.49 FEET TO A POINT WHICH IS 149.59 FEET (MEASURED PERPENDICULARLY NORTHWESTERLY FROM SAID NORTHWESTERLY LINE OF NORTH LEAVITT STREET AND WHICH IS ALSO ON A STRAIGHT LINE DRAWN FROM THE POINT OF BEGINNING OF THIS DESCRIPTION TO A POINT WHICH IS 293.96 FEET SOUTHWESTERLY FROM SAID POINT OF BEGINNING AND 152.30 FEET (MEASURED PERPENDICULARLY) NORTHWESTERLY FROM SAID NORTHWESTERLY LINE OF NORTH LEAVITT STREET; AND THENCE NORTHEASTWARDLY ALONG THE ABOVE MENTIONED STRAIGHT LINE, WHICH FORMS AN ANGLE (MEASURED IN THE WESTWARD QUADRANT) OF 89 DEGREES 48 MINUTES, 20 SECONDS WITH THE PROCEEDING COURSE OF THIS DESCRIPTION, A DISTANCE OF 234.50 FEET TO THE POINT OF BEGINNING;

ALSO

THAT PART OF LOTS 9 AND 10 IN SNOW ESTATE SUBDIVISION BY SUPERIOR COURT IN THE PARTITION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WITH THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30 LYING NORTH AND EAST OF THE NORTH BRANCH OF THE CHICAGO RIVER AND LOTS 2, 3, 4, 6, 7, 9 AND 11 IN ASSESSOR'S DIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30 LYING BETWEEN THE RAILROAD AND THE RIVER AND ALSO OF THAT PART OF LOT 10 IN ASSESSOR'S DIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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COMMENCING AT A POINT IN THE WESTERLY LINE OF ELSTON AVENUE 361 FEET NORTHERLY FROM THE NORTHERLY LINE OF SNOW STREET; THENCE WESTERLY ALONG THE SOUTHEASTERLY FACE OF A BRICK WALL, A DISTANCE OF 234.50 FEET; RUNNING THENCE SOUTHERLY PARALLEL WITH AND 234.50 FEET WESTERLY FROM SAID WESTERLY LINE OF ELSTON AVENUE, A DISTANCE OF 214.49 FEET; RUNNING THENCE WESTERLY ALONG A LINE FORMING A NORTHWESTERLY ANGLE OF 89 DEGREES, 48 MINUTES, 20 SECONDS WITH THE LAST DESCRIBED LINE, A DISTANCE OF 159.46 FEET TO A POINT RUNNING THENCE ON A CURVED LINE, TANGENT TO THE LAST DESCRIBED COURSE AND CONVEX TO THE SOUTHWEST WITH A RADIUS OF 385.50 FEET, A DISTANCE OF 476.34 FEET TO ITS INTERSECTION WITH THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO NORTHWESTERN RAILROAD COMPANY; RUNNING THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID RIGHT OF WAY A DISTANCE OF 92.01 FEET TO A POINT RUNNING THENCE SOUTHERLY ON A CURVED LINE, TANGENT TO SAID RIGHT OF WAY AND CONVEX TO THE SOUTHWEST WITH A RADIUS OF 324 FEET, A DISTANCE OF 103.26 FEET TO ITS INTERSECTION WITH A LINE, SAID LINE BEING DESCRIBED AS DRAWN FROM A POINT WITH IS 18.99 FEET SOUTHEASTERLY IN THE CENTER OF ELSTON AVENUE FROM THE NORTHEASTERLY CORNER OF LOT 9 OF SNOW ESTATE SUBDIVISION AFORESAID, TO A POINT IN THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY, 11.20 FEET SOUTHEASTERLY FROM THE NORTHWESTERLY CORNER OF SAID LOT 9; RUNNING THENCE NORTHEASTERLY ALONG THE LAST MENTIONED LINE 740.02 FEET TO THE WESTERLY LINE OF ELSTON AVENUE; RUNNING THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE OF ELSTON AVENUE 38.41 FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THAT PART OF LOTS 9 AND 10 IN SNOW ESTATE SUBDIVISION BY SUPERIOR COURT IN PARTITION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE EAST 1/2 OF THE NORTHEAST 1/4 (EXCEPT THE SOUTH 20 ACRES THEREOF) OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHWESTERLY LINE OF NORTH LEAVITT (FORMERLY SNOW) STREET WHICH IS 325 FEET SOUTHWESTERLY FROM THE POINT OF INTERSECTION OF SAID NORTHWESTERLY STREET LINE WITH THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE, RUNNING THENCE NORTHWESTWARDLY ALONG A LINE (HEREINAFTER REFERRED TO AS "LINE A"), A DISTANCE OF 151.14 FEET TO A POINT ON A STRAIGHT LINE 324.97 FEET SOUTHWESTERLY FROM SAID SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE, SAID STRAIGHT LINE BEING A LINE DRAWN FROM A POINT ON SAID SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE 145.61 FEET NORTHWESTERLY FROM THE ABOVE MENTIONED POINT OF INTERSECTION OF SAID LINES OF NORTH ELSTON AVENUE AND NORTH LEAVITT STREET TO A POINT WHICH IS 393.96 FEET SOUTHWESTERLY FROM SAID SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE AND 152.30 FEET (MEASURED PERPENDICULARLY) NORTHWESTERLY FROM SAID NORTHWESTERLY LINE OF NORTH LEAVITT STREET AND WHICH FORMS AN ANGLE (MEASURED IN THE WESTWARD QUADRANT) OF 89 DEGREES 48 MINUTES 20 SECONDS WITH SAID SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE FOR THE POINT OF BEGINNING; THENCE SOUTHWESTWARDLY ALONG THE LAST ABOVE DESCRIBED STRAIGHT LINE, A DISTANCE OF 68.90 FEET TO SAID POINT WHICH IS 393.96 FEET SOUTHWESTERLY OF NORTH ELSTON AVENUE; THENCE SOUTHWESTWARDLY AND WESTWARDLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 385.50 FEET CONVEX SOUTHERLY AND TANGENT TO THE ABOVE DESCRIBED STRAIGHT LINE, A DISTANCE OF 476.34 FEET TO ITS INTERSECTION WITH THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE SOUTHEASTWARDLY ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 318.19 FEET TO A LINE PARALLEL WITH AND 100.00 FEET NORTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID NORTHWESTERLY LINE OF NORTH LEAVITT STREET; THENCE NORTHEASTWARDLY ALONG SAID PARALLEL LINE, A DISTANCE OF 402.34 FEET TO SAID LINE A; THENCE NORTHWESTERLY, ALONG SAID LINE A, 51.16 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Address: Intersection of North Elston Avenue and Leavitt Street, Chicago, Cook County, Illinois

Property ID Nos. 14-30-310-006; 14-30-310-007; 14-30-310-008; 14-30-310-009; 14-30-310-010; 14-30-310-014; 14-30-310-019; 14-30-310-020; 14-30-310-027 (contain other property)

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EXHIBIT B

Site Plan

[See following page]

Property of Cook County Clerk's Office



GREENBERG FARROW
ARCHITECTURE
ENGINEERING
DEVELOPMENT

8405 BALT CREEK LANE, SUITE 100
 ARLINGTON HEIGHTS, IL 60005
 VOICE 847/788-9200
 FAX 847/788-9626

DISCLAIMER NOTICE
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DRAWING ISSUE RECORD

DATE	DESCRIPTION
6/30/00	ISSUED FOR REVIEW ONLY
08/23/00	PRELIMINARY ISSUED
09/20/00	FINAL REVIEW SET
10/04/00	FINAL REVIEW SET
11/06/00	100% SET- ISSUED FOR PD
11/28/00	100% SET- ISSUED FOR PD
2/21/01	ISSUED FOR CITY REVIEW
3/14/01	ISSUED FOR APPROVAL
4/23/01	ISSUED FOR CITY APPROVAL

REVISION RECORD

NO.	DATE	DESCRIPTION
1	12/13/00	ADDENDUM #1 (MISC. CLAR.)
2	02/08/01	ADDENDUM #2 HOME DEPOT REVISIONS
3	08/25/01	BULLETIN # PER CITY COMMENTS

PROFESSIONAL SEAL

PRINCIPAL IN CHARGE
 ESMAIL CHADROHAN, P.E.
SITE DEVELOPMENT COORDINATOR
 JEFF HANCO
PROJECT MANAGER
 DONALD E. DIXON, P.E.
QUALITY CONTROL
 LARRY DIEHL

PROJECT NAME
 HOME DEPOT USA, INC.
 STORE NUMBER 1061
 CHICAGO, IL
 N. ELSTON AVE. AND
 LEAVITT ST.

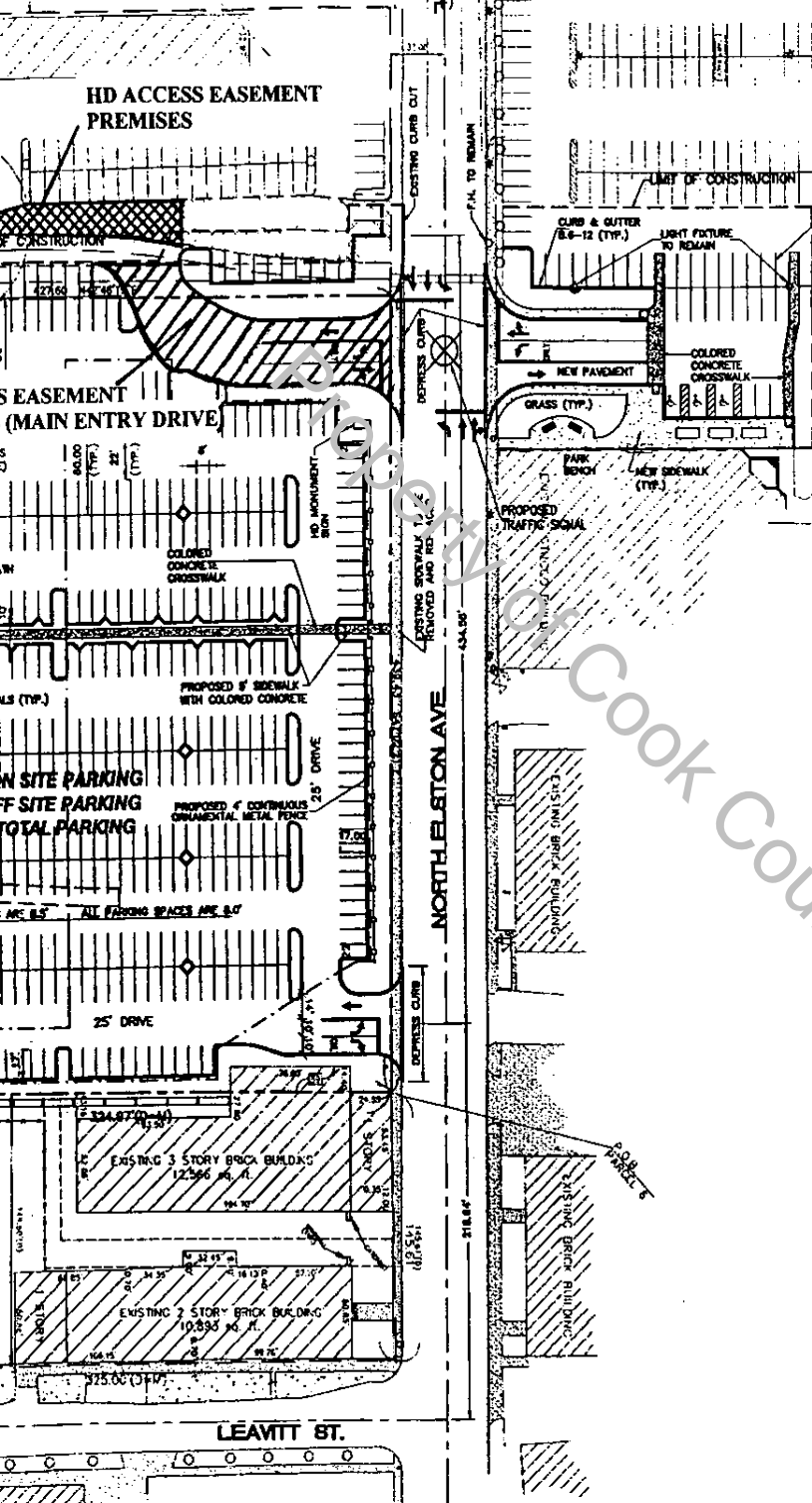
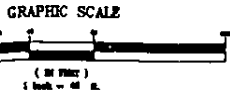


HOME DEPOT PROTOTYPE CODE
 HL00.00

PROJECT NUMBER
 20000764
SHEET TITLE

REAL ESTATE SITE PLAN

SHEET NUMBER
 C - 4



LOCATION MAP

PROJECT INFORMATION

SITE AREA

THE HOME DEPOT	8.54 AC.
TOTAL	8.54 AC.

PARKING COUNT SUMMARY

PROVIDED BY HOME DEPOT	
ON SITE	501 SP
ON NORTH EASEMENT	40 SP
TOTAL	541 SP
(3.84 SPACES P/1000 GFA)	
REQUIRED BY THE CITY	501 SP
(3.84 SPACES P/1000 GFA)	

HOME DEPOT STORE DATA

BASE BUILDING (DOE INCL. VESTIBULES)	121,178 SF
TOTAL BUILDING AREA	121,178 SF
OUTDOOR GARDEN CENTER	20,002 SF
SEASONAL SALES SWING AREA	4,522 SF
TOTAL OUTDOOR SALES AREA	24,524 SF

LANDSCAPE AREA

VEHICULAR AREA	237,792 SF
LANDSCAPE AREA	24,078 SF
	= 10.12%

OTHER

MAX. ALLOWABLE FLOOR AREA RATIO	.75 SF
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ZONING CLASSIFICATION

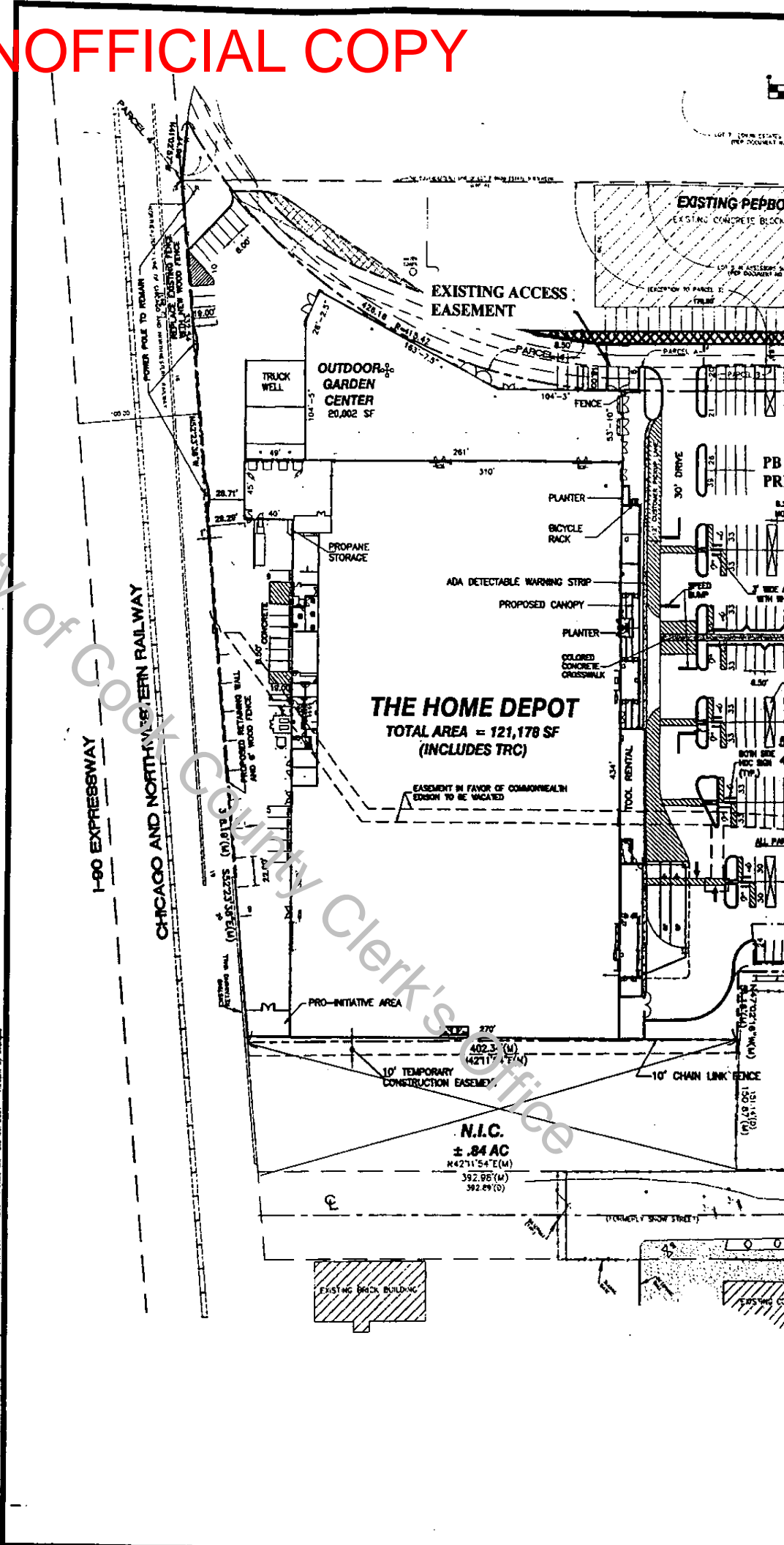
EXISTING	M2-3
PROPOSED	P.D.

- PROJECT NOTES**
- THIS CONCEPTUAL SITE PLAN IS FOR PLANNING PURPOSES ONLY. SITE SPECIFIC INFORMATION SUCH AS EXISTING CONDITIONS, ZONING, PARKING, LANDSCAPE REQUIREMENTS MUST BE VERIFIED.
 - THIS SITE PLAN IS BASED ON A SURVEY PREPARED BY COMPASS LAND SURVEYING AND MAPPING ON 12-14-99.
 - ALL CURB CUTS AND TRAFFIC SIGNALS SHOWN ARE PROPOSED AND MUST BE VERIFIED.

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EXHIBIT C

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Legal Description of PB Parcel

PART OF LOT 8 IN ASSESSOR'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH AND WEST OF THE NORTH BRANCH OF THE CHICAGO RIVER, AS SHOWN ON MAP RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, JULY 30, 1859 IN BOOK 160 OF MAPS, ON PAGE 39, AS DOCUMENT 21356, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF SAID LOT 8 AND THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE; THENCE SOUTH 46 DEGREES, 20 MINUTES, 30 SECONDS EAST, ALONG SAID LINE OF NORTH ELSTON AVENUE, A DISTANCE OF 141.63 FEET TO A POINT 9.00 FEET NORTHWESTERLY OF THE CENTER LINE OF PARCEL "A" DESCRIBED IN DOCUMENT NUMBER 19990220, RECORDED NOVEMBER 9, 1966; THENCE SOUTHWESTERLY ALONG A LINE 9.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF SAID PARCEL "A" WITH THE FOLLOWING COURSE AND DISTANCES; THENCE SOUTH 43 DEGREES, 28 MINUTES, 26 SECONDS WEST, A DISTANCE OF 10.03 FEET; THENCE SOUTHWESTERLY ALONG A CURVE, CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 594.81 FEET, A DISTANCE OF 102.83 FEET; THENCE SOUTHWESTERLY ALONG A CURVE, CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 612.81 FEET, A DISTANCE OF 105.73 FEET;

THENCE SOUTH 43 DEGREES, 28 MINUTES, 29 SECONDS WEST, A DISTANCE OF 209.54 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 379.42 FEET, A DISTANCE OF 131.95 FEET; THENCE SOUTH 63 DEGREES, 21 MINUTES, 59 SECONDS WEST, A DISTANCE OF 75.17 FEET; THENCE SOUTHWESTERLY ALONG A CURVE, CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 231.49 FEET, A DISTANCE OF 108.83 FEET; THENCE SOUTHWESTERLY ALONG A CURVE, CONVEX TO THE SOUTHEAST HAVING A RADIUS OF 397.42 FEET, A DISTANCE OF 16.72 FEET TO A POINT IN THE NORTHWESTERLY LINE OF SAID LOT 8; THENCE NORTH 43 DEGREES, 11 MINUTES, 15 SECONDS EAST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 8, A DISTANCE OF 728.79 FEET TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

Address: 2604 N. Elston Ave.; Chicago, IL

Property ID No.: 14-30-310-026

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EXHIBIT D

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Legal Description of HD Access Easement Premises

[Following five (5) pages]

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ACCESS EASEMENT OVER PART OF LOT 8 OF ASSESSORS SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT NUMBER 21356 IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 8, THENCE SOUTH 42 DEGREES 29 MINUTES 19 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT 8, A DISTANCE OF 728.79 FEET TO THE NORTHWESTERLY LINE OF AN EASEMENT AGREEMENT PER DOCUMENT NUMBER 23290651; THENCE EASTERLY ALONG SAID NORTHWESTERLY LINE, BEING A CURVE CONCAVE NORTHERLY NOT TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 397.42 FEET, A CHORD BEARING OF SOUTH 88 DEGREES 48 MINUTES 27 SECONDS EAST, A CHORD LENGTH OF 10.94 FEET, AN ARC LENGTH OF 10.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID NORTHWESTERLY LINE AND THE EASTERLY CONTINUATION OF SAID CURVE, HAVING A RADIUS OF 397.42 FEET, A CHORD BEARING OF SOUTH 89 DEGREES 58 MINUTES 48 SECONDS EAST, A CHORD LENGTH OF 5.78 FEET, AN ARC LENGTH OF 5.79 FEET TO A POINT OF COMPOUND CURVATURE; THENCE EASTERLY AND NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE BEING A CURVE CONCAVE NORTHWESTERLY, TANGENT TO THE LAST DESCRIBED COURSE HAVING A RADIUS OF 221.49 FEET, A CHORD BEARING OF NORTH 76 DEGREES 08 MINUTES 05 SECONDS EAST, A CHORD LENGTH OF 107.83 FEET, AN ARC LENGTH OF 108.83 FEET TO A POINT OF TANGENCY, THENCE NORTH 62 DEGREES 40 MINUTES 14 SECONDS EAST ALONG SAID NORTHWESTERLY LINE, TANGENT TO THE LAST DESCRIBED COURSE, 54.23 FEET TO A POINT OF CUSP; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY, NOT TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 344.78 FEET, A CHORD BEARING OF SOUTH 71 DEGREES 26 MINUTES 29 SECONDS WEST, A CHORD LENGTH OF 66.64 FEET, AN ARC LENGTH 66.74 FEET; THENCE SOUTH 76 DEGREES 59 MINUTES 13 SECONDS WEST, TANGENT TO THE LAST DESCRIBED COURSE, 77.81 FEET; THENCE WESTERLY AND SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 36.51 FEET, A CHORD BEARING OF SOUTH 58 DEGREES 35 MINUTES 38 SECONDS

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WEST, A CHORD LENGTH OF 23.04, AN ARC LENGTH OF 23.44 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH THAT PART DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 8, THENCE SOUTH 47 DEGREES 02 MINUTES 21 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 8, A DISTANCE OF 141.63 FEET TO THE NORTHWESTERLY LINE OF AN EASEMENT RECORDED AS DOCUMENT NUMBER 23290631 FOR THE POINT OF BEGINNING; THENCE SOUTH 42 DEGREES 46 MINUTES 21 SECONDS WEST ALONG SAID NORTHWESTERLY LINE, 10.03 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE BEING A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 594.51 FEET, A CHORD BEARING OF SOUTH 47 DEGREES 43 MINUTES 32 SECONDS WEST, A CHORD LENGTH OF 102.70 FEET, AN ARC LENGTH OF 102.33 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE, BEING A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 612.81, A CHORD BEARING OF SOUTH 47 DEGREES 43 MINUTES 32 SECONDS WEST, A CHORD LENGTH OF 105.80 FEET, AN ARC LENGTH OF 105.94 FEET; THENCE SOUTH 42 DEGREES 46 MINUTES 21 SECONDS WEST ALONG SAID NORTHWESTERLY LINE, 209.54 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE, BEING A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 479.42 FEET, A CHORD BEARING OF SOUTH 48 DEGREES 59 MINUTES 59 SECONDS WEST, A CHORD LENGTH OF 82.04 FEET, AN ARC LENGTH OF 82.20 FEET TO A POINT OF CUSP; THENCE NORTH 42 DEGREES 50 MINUTES 44 SECONDS EAST, 233.26 FEET; THENCE NORTH 45 DEGREES 57 MINUTES 51 SECONDS EAST, 13.82 FEET; THENCE NORTH 29 DEGREES 13 MINUTES 48 SECONDS EAST, 39.52 FEET; THENCE NORTH 44 DEGREES 40 MINUTES 22 SECONDS EAST, 11.48 FEET; THENCE NORTH 41 DEGREES 13 MINUTES 07 SECONDS EAST, 153.00 FEET; THENCE NORTH 47 DEGREES 21 MINUTES 22 SECONDS EAST, 45.63 FEET; THENCE NORTH 43 DEGREES 19 MINUTES 37 SECONDS EAST, 6.90 FEET; THENCE NORTH 42 DEGREES 57 MINUTES 39 SECONDS EAST, 6.68 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 8; THENCE SOUTH 47 DEGREES 02 MINUTES 21 SECONDS EAST ALONG SAID NORTHEASTERLY LINE 35.18 FEET TO THE POINT OF BEGINNING;

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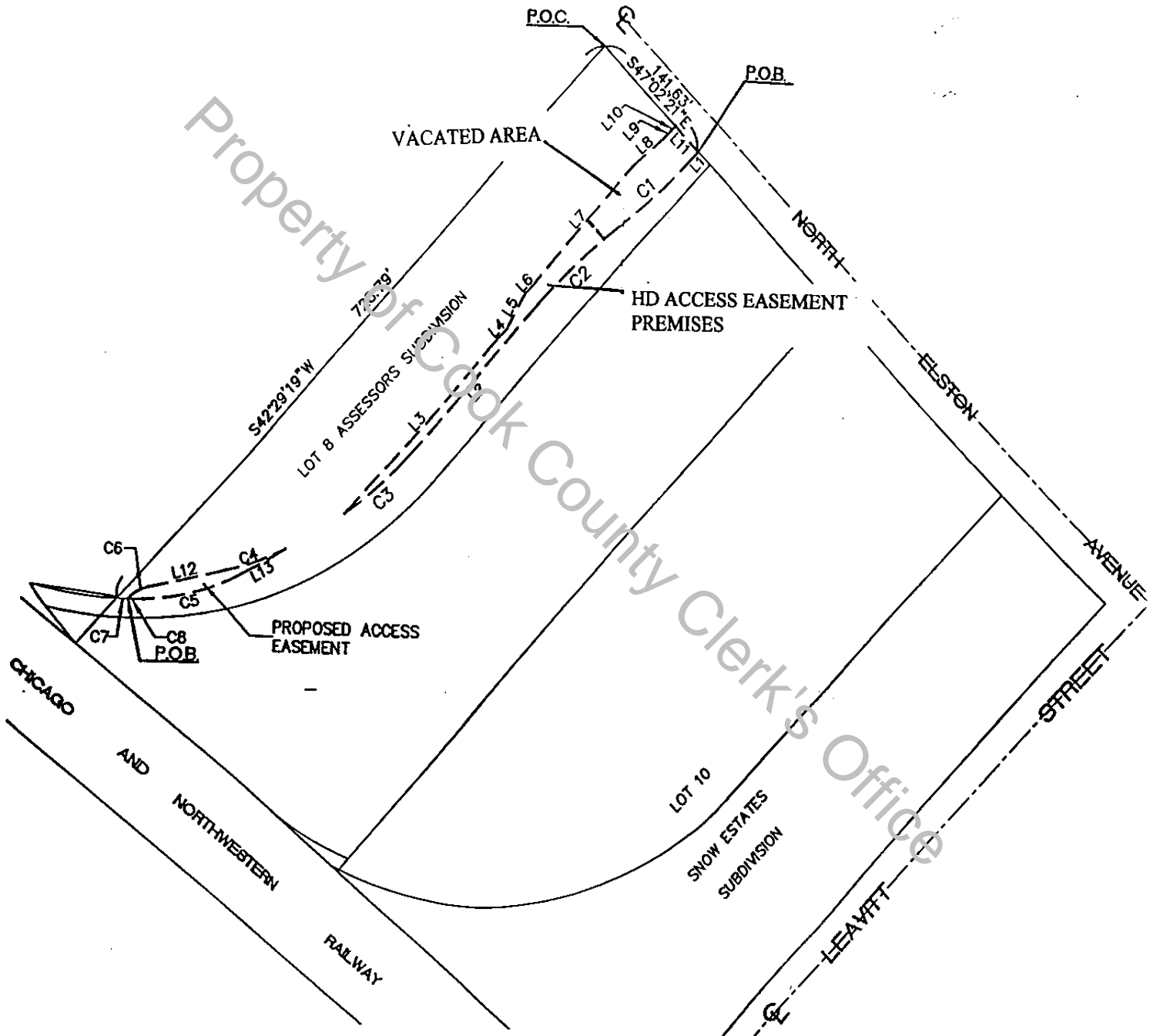
LESS AND EXCEPT THE FOLLOWING VACATED AREA: 11088936

THAT PART OF LOT 8 OF ASSESSORS SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT NO. 21356, IN COOK COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 8; THENCE SOUTH 47 DEGREES 02 MINUTES 21 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 8, A DISTANCE OF 141.63 FEET TO THE NORTHWESTERLY LINE OF AN EASEMENT RECORDED AS DOCUMENT NO. 23290651, FOR THE POINT OF BEGINNING; THENCE SOUTH 42 DEGREES 46 MINUTES 21 SECONDS WEST ALONG SAID NORTHWESTERLY LINE, 10.03 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE, BEING A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 594.81 FEET, A CHORD BEARING OF SOUTH 47 DEGREES 43 MINUTES 32 SECONDS WEST, A CHORD LENGTH OF 102.70 FEET, AN ARC LENGTH OF 102.83 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE, BEING A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 612.81 FEET, A CHORD BEARING OF SOUTH 51 DEGREES 49 MINUTES 28 SECONDS WEST, A CHORD LENGTH OF 18.26 FEET, AN ARC LENGTH OF 18.26 FEET; THENCE NORTH 48 DEGREES 18 MINUTES 14 SECONDS WEST, 25.15 FEET; THENCE NORTH 41 DEGREES 13 MINUTES 07 SECONDS EAST, 71.94 FEET; THENCE NORTH 47 DEGREES 21 MINUTES 22 SECONDS EAST, 45.63 FEET; THENCE NORTH 43 DEGREES 19 MINUTES 37 SECONDS EAST, 6.90 FEET; THENCE NORTH 42 DEGREES 57 MINUTES 39 SECONDS EAST, 6.68 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 8; THENCE SOUTH 47 DEGREES 02 MINUTES 21 SECONDS EAST ALONG SAID NORTHEASTERLY LINE, 35.18 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS

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P.O.C.

THE MOST NORTHERLY CORNER OF LOT 8
IN ASSESSORS SUBDIVISION

EXHIBIT

ABBREVIATIONS

P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT

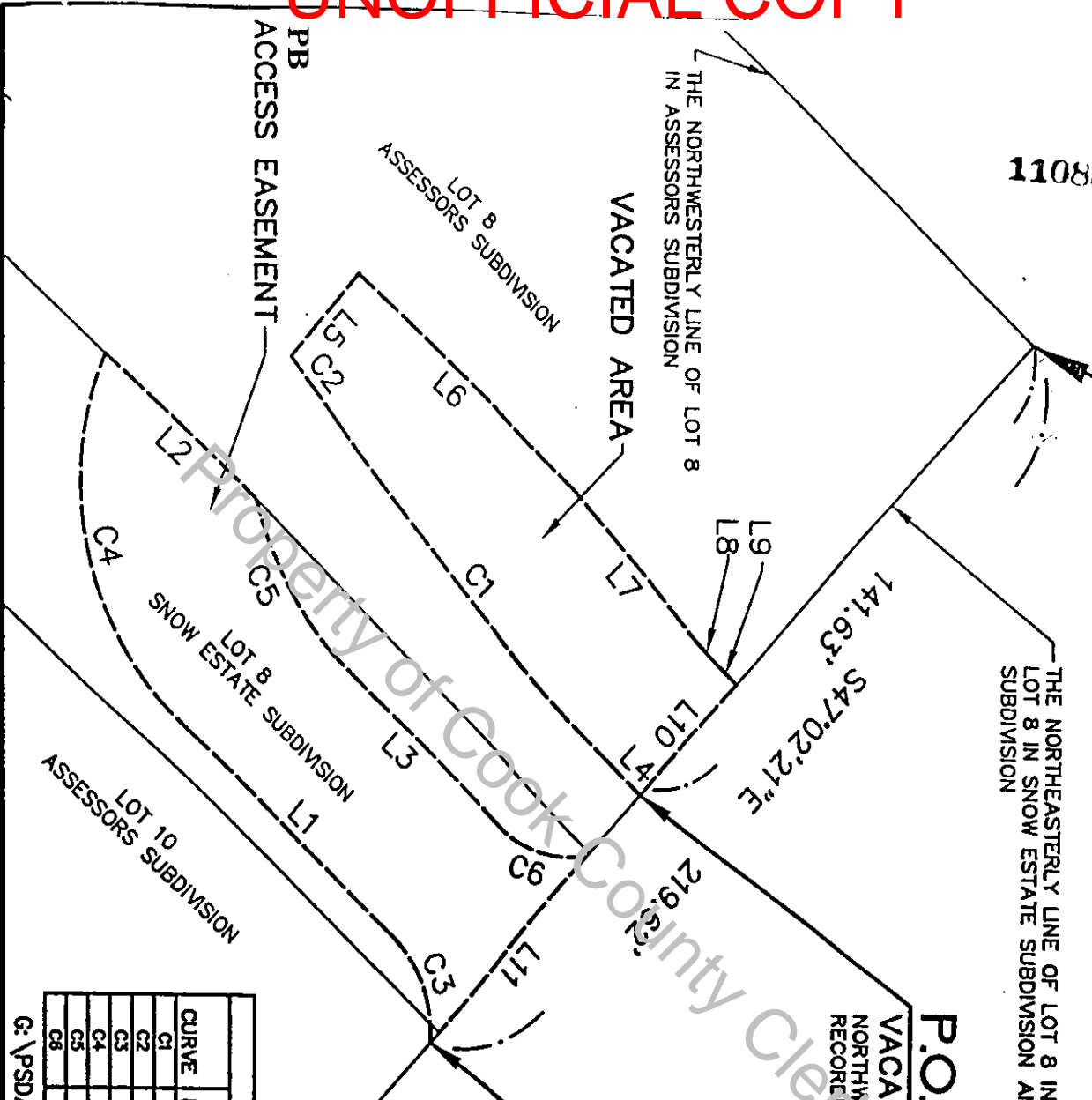
THE NORTHEASTERLY LINE OF LOT 8 IN ASSESSORS SUBDIVISION,
LOT 8 IN SNOW ESTATE SUBDIVISION AND LOT 10 IN ASSESSORS
SUBDIVISION

P.O.B.

VACATED AREA
NORTHWESTERLY LINE OF AN EASEMENT
RECORDED AS DOCUMENT NO. 23290651

P.O.B.

PB ACCESS EASEMENT



LINE TABLE

LINE	DISTANCE	BEARING
L1	68.36'	S42°32'35"W
L2	47.85'	N42°45'19"E
L3	55.28'	N42°32'38"E
L4	10.03'	S42°48'21"W
L5	25.15'	N48°16'14"W
L6	71.94'	N41°13'07"E
L7	45.63'	N47°21'22"E
L8	6.90'	N43°19'57"E
L9	6.68'	N42°57'39"E
L10	38.18'	S47°02'21"E
L11	38.78'	S47°02'21"E

CURVE TABLE

CURVE	RADIUS	BEARING	CHORD LENGTH	ARC LENGTH
C1	394.81'	S47°43'32"W	102.70'	102.83'
C2	612.81'	S61°49'28"W	18.26'	18.26'
C3	29.50'	S68°21'02"W	25.68'	26.57'
C4	75.80'	S77°27'15"W	88.42'	92.00'
C5	82.58'	N60°51'32"E	39.02'	39.39'
C6	29.80'	N17°28'28"E	25.00'	25.82'

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Prepared By:

COMPASS

Land Surveying and Mapping
2631 Ginger Woods Parkway, Suite 100
630/820-9100 FAX: 630/820-7030
www.compassconsultinggroup.com

JOB NO.	6479.05	DRAWN:	TFS
DATE:	8-15-01	CHECKED BY:	DW
SCALE:	1" = 40'	BOOK	PAGE
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EXHIBIT E

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Legal Description of PB Access Easement Premises

[Following two (2) pages]

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THAT PART OF LOTS 8 AND 10 IN ASSESSORS SUBDIVISION PER DOCUMENT NO. 21356 AND PART OF LOT 8 IN SNOW ESTATE SUBDIVISION, PER DOCUMENT NO. 80819; BEING SUBDIVISIONS OF PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 8 IN SAID ASSESSORS SUBDIVISION; THENCE SOUTH 47 DEGREES 02 MINUTES 21 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 8 IN ASSESSORS SUBDIVISION, LOT 8 IN SNOW ESTATE SUBDIVISION AND LOT 10 IN ASSESSORS SUBDIVISION, 219.62 FEET TO THE POINT OF BEGINNING; THENCE WESTERLY AND SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 29.50 FEET, A CHORD BEARING OF SOUTH 68 DEGREES 21 MINUTES 02 SECONDS WEST, A CHORD LENGTH OF 25.68 FEET, AN ARC LENGTH OF 26.57 FEET; THENCE SOUTH 42 DEGREES 32 MINUTES 38 SECONDS WEST, 68.38 FEET; THENCE SOUTHWESTERLY AND WESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 75.50 FEET, A CHORD BEARING OF SOUTH 77 DEGREES 27 MINUTES 15 SECONDS WEST, A CHORD LENGTH OF 86.42 FEET, AN ARC LENGTH OF 92.00 FEET; THENCE NORTH 42 DEGREES 46 MINUTES 19 SECONDS EAST, 47.85 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 82.59 FEET, A CHORD BEARING OF NORTH 60 DEGREES 51 MINUTES 52 SECONDS EAST, A CHORD LENGTH OF 39.02 FEET, AN ARC LENGTH OF 39.39 FEET; THENCE NORTH 42 DEGREES 32 MINUTES 38 SECONDS EAST 55.26 FEET; THENCE NORTHEASTERLY AND NORTHERLY ALONG A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 29.50 FEET, A CHORD BEARING OF NORTH 17 DEGREES 28 MINUTES 26 SECONDS EAST, A CHORD LENGTH OF 25.00 FEET, AN ARC LENGTH OF 25.82 FEET TO THE SAID NORTHEASTERLY LINE; THENCE SOUTH 47 DEGREES 02 MINUTES 21 SECONDS EAST ALONG SAID NORTHEASTERLY LINE, 58.78 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS

11088936

P.O.C.

THE MOST NORTHERLY CORNER OF LOT 8
IN ASSESSORS SUBDIVISION

EXHIBIT

ABBREVIATIONS

P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT

THE NORTHEASTERLY LINE OF LOT 8 IN ASSESSORS SUBDI^{NS}ION,
LOT 8 IN SNOW ESTATE SUBDIVISION AND LOT 10 IN ASSESSORS
SUBDIVISION

P.O.B.

VACATED AREA
NORTHWESTERLY LINE OF AN EASEMENT
RECORDED AS DOCUMENT NO. 23290651

PB ACCESS EASEMENT

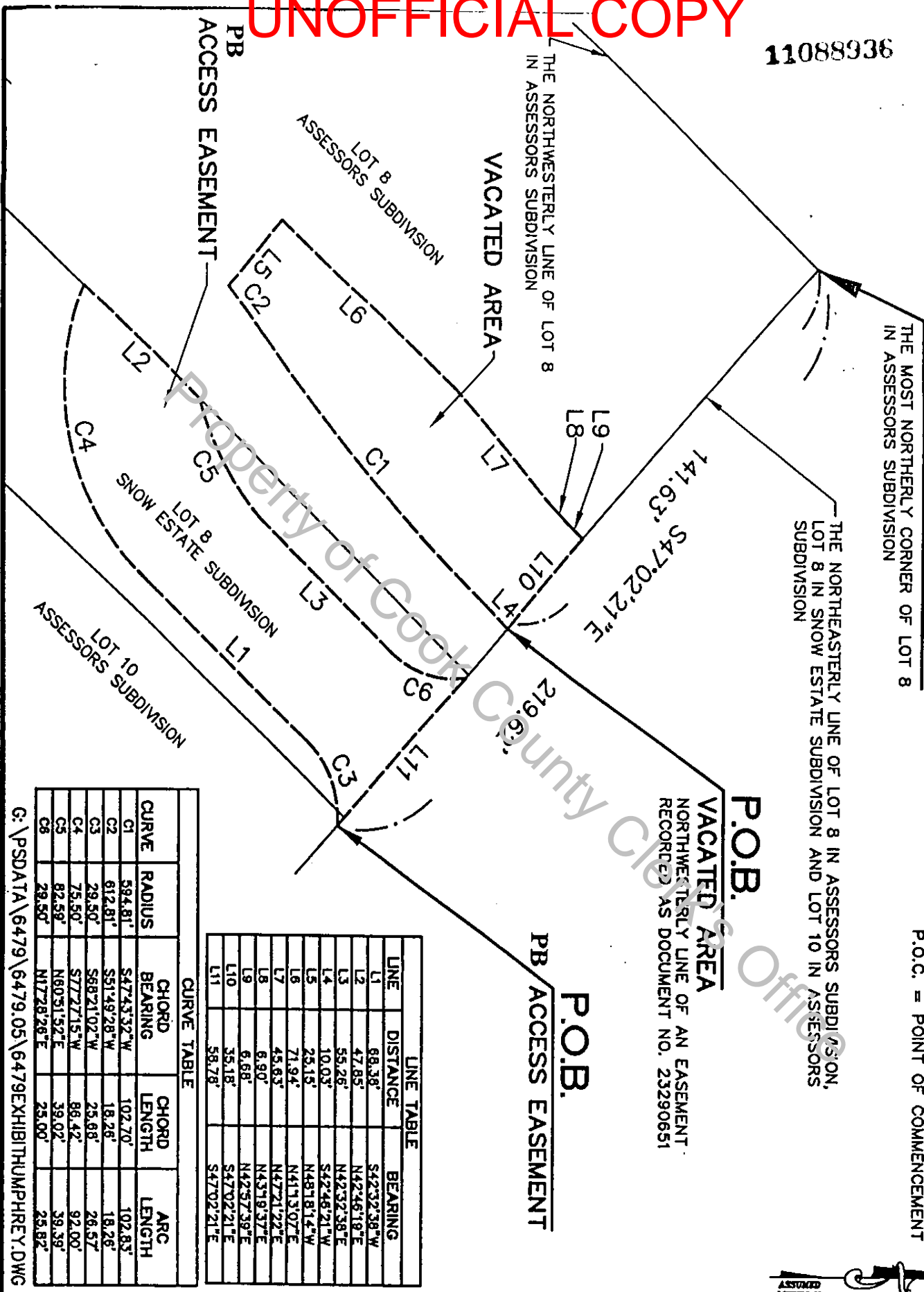
P.O.B.

THE NORTHWESTERLY LINE OF LOT 8
IN ASSESSORS SUBDIVISION

VACATED AREA

LOT 8 SUBDIVISION
ASSESSORS

PB
ACCESS EASEMENT



LINE TABLE

LINE	DISTANCE	BEARING
L1	88.38'	S42°32'38"W
L2	47.85'	N42°46'18"E
L3	55.26'	N42°32'38"E
L4	10.03'	S42°48'21"W
L5	25.15'	N48°18'14"W
L6	71.94'	N41°13'07"E
L7	45.63'	N47°21'22"E
L8	6.90'	N43°19'37"E
L9	6.66'	N42°57'39"E
L10	35.18'	S47°02'21"E
L11	58.78'	S47°02'21"E

CURVE TABLE

CURVE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	594.81'	S47°43'32"W	102.70'	102.83'
C2	812.81'	S51°49'28"W	18.26'	18.26'
C3	29.50'	S68°21'02"W	25.68'	26.57'
C4	75.50'	S77°27'15"W	86.42'	92.00'
C5	82.58'	N60°51'52"E	39.02'	39.39'
C6	28.50'	N17°28'28"E	25.00'	25.82'

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Prepared By: **COMPASS**
Land Surveying and Mapping
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SCALE:	1" = 40'	BOOK	PAGE
PARTY CHIEF:		SHEET	1 OF 1

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EXHIBIT F

Depiction of PB Sign

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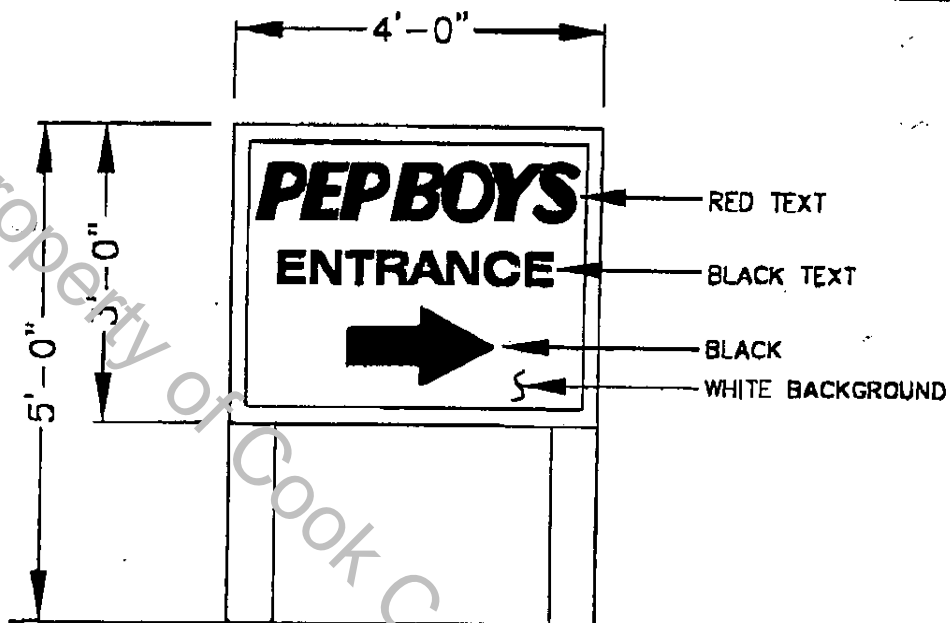
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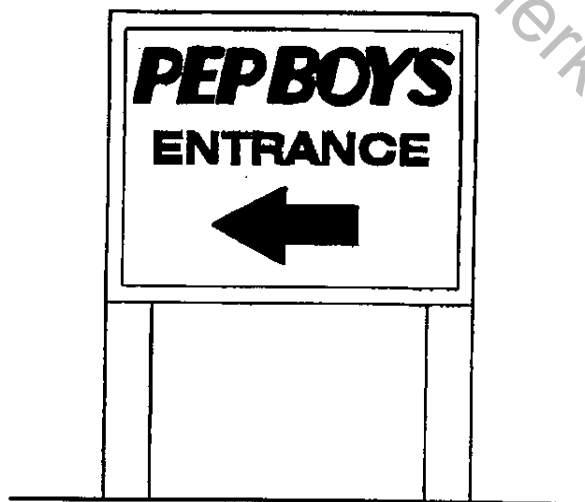
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**GREENBERG FARROW ARCHITECTURE
ENGINEERING DEVELOPMENT**

3455 SALT CREEK LANE, SUITE 100 ARLINGTON HEIGHTS, IL 60005 TEL 847.788.9200



NORTH ELEVATION



SOUTH ELEVATION

CHICAGO, IL

ELSTON AVE.

GFA PROJECT#: 20000764

DATE: 10/08/01

PEPBOYS DIRECTIONAL SIGN

SCALE: 1/2"=1'-0"

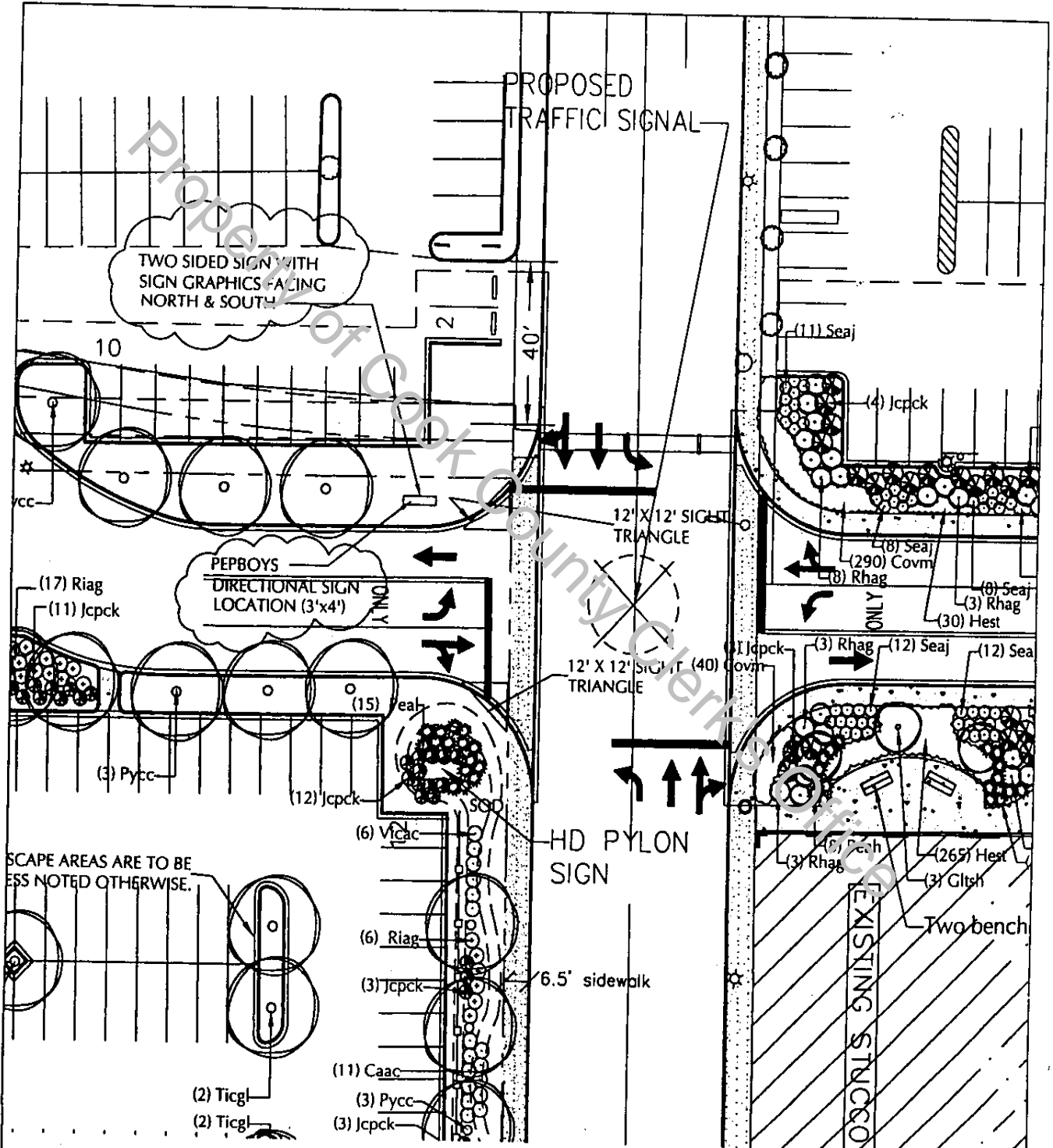
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**GREENBERG FARROW ARCHITECTURE
ENGINEERING DEVELOPMENT**

3455 SALT CREEK LANE, SUITE 100 ARLINGTON HEIGHTS, IL 60005 TEL 847.788.9200



CHICAGO, IL

ELSTON AVE.

GFA PROJECT#: 20000764

DATE: 10/08/01

ELSTON AVE. ENTRANCE