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4327/0058 45 001 Page 1 of 10
2002-06-10 09:45:12
Cook County Recorder 39.00



0020643400

QUIT CLAIM DEED
(Illinois Home-Rule Corporation to Corporation)

THE GRANTOR, VILLAGE OF GLENVIEW, an Illinois home-rule municipal corporation, having its principal office at the following address: 1225 Waukegan Road, Glenview, Illinois, 60025, for and in consideration of Ten & no/100 DOLLARS (\$10.00) in hand paid, and other good and valuable consideration, pursuant to authority granted by the Glenview Village Board, QUIT CLAIMS to the Grantee, OLIVERMCMILLAN, LLC, a California limited liability company, having its principal office at the following address: 733 8th Avenue, San Diego, California 92101, the following described real estate situated in the County of Cook, in the State of Illinois, to-wit:

* GLENVIEW ILL

SEE EXHIBIT "A" LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Permanent Real Estate Index Numbers: 04-27-103-003-0000

Address of Real Estate: Certain vacant property located within the property common referred to as the former Glenview Naval Air Station ("GNAS"), Glenview, Illinois

Together with all improvements and fixtures located on the Property, if any.

SUBJECT TO:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be heretofore affixed and has caused its name to be signed to these presents by its Village President, and attested by its Deputy Village Clerk, as of the 3rd of June, 2002.

VILLAGE OF GLENVIEW, an Illinois home-rule municipal corporation

By: Lawrence R. Carlson
Lawrence R. Carlson, Village President

Exempt under the provisions of 35 ILCS 200/31-45(b)
Jeffrey M. Randall
Jeffrey M. Randall, Attorney for Grantor

IMPRESS CORPORATE SEAL HERE

ATTEST: Paul T. McCarthy
Paul T. McCarthy, Village Clerk

BOX 333-CTT

8025713 DZ MS 4947

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Property of Cook County Clerk's Office

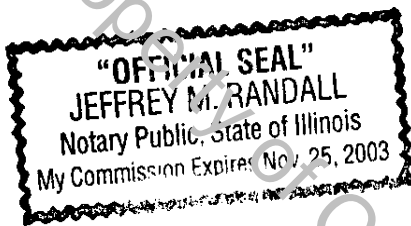
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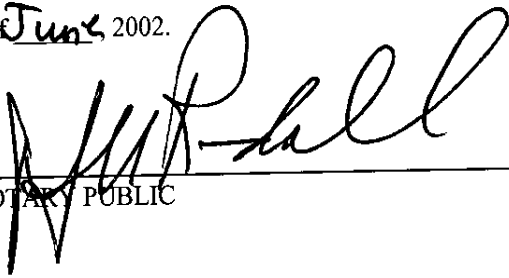
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Lawrence R. Carlson, personally known to me to be the Village President of the Village of Glenview, and Paul T. McCarthy, personally known to me to be the Village Clerk of the Village of Glenview, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of the Village of Glenview to be affixed thereto, pursuant to authority given by the Village Board of the Village of Glenview, as their free and voluntary act, and as the free and voluntary act and deed of the Village of Glenview, for the uses and purposes therein set forth.

Given under my hand and official seal this 3rd day of June, 2002.




NOTARY PUBLIC

20643400

This Instrument was prepared by:

Jeffrey M. Randall, Esq.
Robbins, Salomon & Patt, Ltd.
800 Waukegan Road, Suite 200
Glenview, Illinois 60025

Mail Subsequent Tax Bills:

Oliver McMillan, LLC
733 8th Avenue
San Diego, California 92101

Please Mail To:

Barry L. Bell, Esq.
4350 Executive Drive, Suite 255
San Diego, California 92121

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EXHIBIT "A"

THAT PART OF LOT 3 OF GNAS MIXED USE RETAIL CENTER, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 0010905146 AND AS AMENDED BY DOCUMENT NUMBER 0020277568, ALL IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 22 DEGREES, 41 MINUTES, 24 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LOT 3, A DISTANCE OF 392.96 FEET TO THE POINT OF BEGINNING; THENCE NORTH 67 DEGREES, 18 MINUTES, 00 SECONDS EAST A DISTANCE OF 3.22 FEET; THENCE SOUTH 22 DEGREES, 41 MINUTES, 24 SECONDS EAST A DISTANCE OF 75.39 FEET; THENCE NORTH 67 DEGREES, 16 MINUTES, 40 SECONDS EAST A DISTANCE OF 205.12 FEET; THENCE NORTH 22 DEGREES, 43 MINUTES, 20 SECONDS WEST A DISTANCE OF 16.00 FEET; THENCE NORTH 67 DEGREES, 16 MINUTES, 40 SECONDS EAST A DISTANCE OF 50.00 FEET; THENCE SOUTH 22 DEGREES, 43 MINUTES, 20 SECONDS EAST A DISTANCE OF 16.00 FEET; THENCE NORTH 67 DEGREES, 16 MINUTES, 40 SECONDS EAST A DISTANCE OF 132.15 FEET; THENCE NORTH 22 DEGREES, 43 MINUTES, 20 SECONDS WEST A DISTANCE OF 3.23 FEET; THENCE NORTH 67 DEGREES, 16 MINUTES, 40 SECONDS EAST A DISTANCE OF 52.00 FEET; THENCE NORTH 22 DEGREES, 43 MINUTES, 20 SECONDS WEST A DISTANCE OF 11.46 FEET; THENCE NORTH 67 DEGREES, 17 MINUTES, 53 SECONDS EAST A DISTANCE OF 27.12 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1047.00 FEET WITH AN ARC LENGTH OF 22.76 FEET AND A CHORD BEARING OF SOUTH 14 DEGREES, 55 MINUTES, 48 SECONDS EAST TO A POINT OF NON-TANGENCY; THENCE SOUTH 67 DEGREES, 16 MINUTES, 40 SECONDS WEST A DISTANCE OF 12.37 FEET; THENCE SOUTH 22 DEGREES, 43 MINUTES, 20 SECONDS EAST A DISTANCE OF 117.38 FEET; THENCE SOUTH 67 DEGREES, 16 MINUTES, 40 SECONDS WEST A DISTANCE OF 21.14 FEET; THENCE SOUTH 22 DEGREES, 43 MINUTES, 20 SECONDS EAST A DISTANCE OF 23.37 FEET; THENCE NORTH 67 DEGREES, 16 MINUTES, 40 SECONDS EAST A DISTANCE OF 8.00 FEET; THENCE SOUTH 22 DEGREES, 43 MINUTES, 20 SECONDS EAST A DISTANCE OF 50.00 FEET; THENCE SOUTH 67 DEGREES, 16 MINUTES, 40 SECONDS WEST A DISTANCE OF 7.06 FEET; THENCE SOUTH 22 DEGREES, 41 MINUTES, 24 SECONDS EAST A DISTANCE OF 26.72 FEET; THENCE NORTH 67 DEGREES, 16 MINUTES, 40 SECONDS EAST A DISTANCE OF 47.59 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1011.00 FEET WITH AN ARC LENGTH OF 142.94 FEET AND A CHORD BEARING OF SOUTH 23 DEGREES, 17 MINUTES, 38 SECONDS EAST TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 4.00 FEET AND AN ARC LENGTH OF 3.09 FEET TO A POINT OF TANGENCY; THENCE SOUTH 16 DEGREES, 50 MINUTES, 16 SECONDS WEST A DISTANCE OF 16.85 FEET; THENCE SOUTH 28 DEGREES, 05 MINUTES, 44 SECONDS EAST A DISTANCE OF 61.26 FEET; THENCE SOUTH 15 DEGREES, 23 MINUTES, 54 SECONDS EAST A DISTANCE OF 50.05 FEET; THENCE SOUTH 28 DEGREES, 05 MINUTES, 44 SECONDS EAST A DISTANCE OF 62.08 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1935.00 FEET AND AN ARC LENGTH OF 23.88 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 26 DEGREES, 59 MINUTES, 30 SECONDS WEST A DISTANCE OF 14.79 FEET; THENCE SOUTH 67 DEGREES, 18 MINUTES, 36 SECONDS WEST A DISTANCE OF 229.23 FEET; THENCE SOUTH 22 DEGREES, 41 MINUTES, 24 SECONDS EAST A DISTANCE OF 69.35 FEET; THENCE SOUTH 67 DEGREES, 18 MINUTES, 36 SECONDS WEST A DISTANCE OF 42.22 FEET; THENCE NORTH 22 DEGREES, 43 MINUTES, 20 SECONDS WEST A DISTANCE OF 263.56 FEET; THENCE SOUTH 67 DEGREES, 16 MINUTES, 40 SECONDS WEST A DISTANCE OF 196.30 FEET TO THE WESTERLY LINE OF SAID LOT 3; THENCE NORTH 22 DEGREES, 41 MINUTES, 24 SECONDS WEST ALONG SAID WESTERLY LINE 473.75 FEET TO THE POINT OF BEGINNING.

Common Address: A Portion of Lot 3
GNAS Mixed Use Retail Center
Glenview, Illinois

PIN: 04-27-103-003-0000

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EXHIBIT "B"

PERMITTED EXCEPTIONS

1. General real estate taxes not yet due and payable, if any.
2. Notice of requirements for storm water detention, recorded March 19, 1998 as Document No. 98214005 by the Glenview Naval Air Station Redevelopment Project.
3. Covenants contained in Deeds recorded as Document Nos. 98630992, 98287407 and 98036651, giving a right of access to the Grantor, the United States of America ("Government"), its officers, agents, employees, contractors and subcontractors, for remedial action or corrective action in accord with Section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act.
4. Terms, provisions and conditions contained in the Environmental No Further Remediation Letters recorded July 21, 1998 as Document Nos. 98630997, 98630998, 98631002, and 98631003, relating to certain hazardous substances located on the land.
5. Covenants and Restrictions (but omitting any such covenant or restriction based on race, color, religion, sex handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (B) relates to handicap but does not discriminate against handicapped persons), relating to a prohibition against a grocery store or supermarket containing more than 15,000 square feet of interior space, and against a discount department store containing a food department of more than 15,000 square feet of interior space, contained in the document recorded December 6, 1999 as Document No. 99134902 which does not contain a reversionary or forfeiture clause.
6. The following additional covenants, conditions and restrictions:
 - (i) Grantee for itself, and its successors and assigns, covenants that it shall not discriminate upon the basis of race, color, sex, religion, or national origin in the use, occupancy, sale or lease of the Property; or any portion thereof, or in its employment practices conducted thereon. The United States of America ("Government") and Grantor shall be deemed beneficiaries of this covenant without regard to whether either of them remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the right, but not the obligation, to enforce this covenant in any court of competent jurisdiction.
 - (ii) Grantee, for itself, and its successors and assigns, covenants that the Government, its officers, agents, employees, contractors and subcontractors, in accordance with section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act, and Grantor, if Grantor so chooses, shall have access to the Property in any case in which remedial action or corrective action is found to be necessary after the date of the conveyance of the Property. Grantee agrees to comply with activities of the Government, and Grantor, if any, in furtherance of these covenants and will take no action to interfere with future necessary remedial and investigative actions of the Government, or Grantor, if any. The Grantee agrees to cooperate in good faith with the Government, or the Grantor, if the Grantor shall become involved and deems it necessary, to minimize any conflict between necessary environmental investigation and remediation activities as may be determined by the Government, or the Grantor, and Grantee or any of Grantee's successors and assigns or their operations or businesses. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by Grantee.
 - (iii) Grantee, for itself, and its successors and assigns, covenants that it will grant to Grantor such irrevocable, perpetual, valid, binding and enforceable easements, without fee, cost or expense to Grantor, on, in, over, under, through and across the Property, as may be required by the Grantor, in its sole discretion, provided that such easements do not materially affect the use of the Property, and are not located under any structure or vertical improvement on the Property, and that Grantor reasonably restores the Property after construction, maintenance, repair and replacement, if any, within the easement area.

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- (iv) The right to repurchase the Property in favor of Grantor, in accordance with the applicable provisions of the Agreement for Purchase and Sale of Real Estate dated March 16, 2001 [the "Agreement"]. The right of repurchase described in this paragraph 6(iv) shall, without further documentation, automatically be extinguished and terminated solely with respect to any portion of the Property at the later of (x) the commencement of actual vertical construction thereon; or (y) the first draw of Grantee's construction loan to construct its improvements at the Property.
 - (v) The Property shall be used for at least seventy-five (75) years following the opening of the retail portion of "Project" (as defined in the Agreement as permitted by MURC "Mixed Use Retail" District Regulations, as contained in Grantee's Ordinance No. 3988, dated September 1, 1998. The covenant described in this paragraph 6(v) shall be terminated without further documentation with respect to the "Von Maur Parcel" legally described on Exhibit "C" attached hereto and made a part hereof, upon the conveyance of the Von Maur Parcel from Grantee to Von Maur, Inc.
 - (vi) Grantee shall cause the Project to be developed in compliance with the Development Agreement and Development Plan (as defined in the Agreement) as may be modified by the Village of Glenview Board of Trustees, with the approval of Grantee, as part of the rezoning and subdivision process. Development of the Property by Grantee shall be consistent with the Municipal Code of the Village of Glenview, which Code includes, but is not limited to, the Zoning Code, the Subdivision Code, the Subdivision and Engineering Guide, the Building Code, the Appearance Code and Plan, the Master Plan for the redevelopment of the Property and the GNAS, and the Design Guidelines for the development of the Property and GNAS; provided however, that in the event any of the provisions of the Municipal Code of the Village of Glenview are amended or applied to a less restrictive standard as it relates to any other part of the GNAS as described in the Request for Proposals, such less restrictive standard shall apply to the Project. The covenants described in this paragraph 6(vi) shall, without further documentation, automatically be extinguished and terminated upon the issuance of a final Certificate of Occupancy by Grantor for the Project or any portion thereof.
 - (vii) Grantee shall re-subdivide the Project consistent with the Development Plan.
 - (viii) Grantee shall seek all necessary approvals and obtain all necessary permits from all regulatory authorities, including, but not limited to, the Grantor, regarding the development of the Project. Grantee shall commence and complete construction of the Property in accordance with the construction schedule and phasing set forth in the Development Agreement and the Development Plan. In the event construction does not commence and proceed as required therein, or any extended term as may be permitted under the Development Agreement or as otherwise approved in writing by Grantor, at the option of Grantor, upon thirty (30) days notice to Grantee, the zoning obtained by Grantee for the Property shall, by action of the Board of Trustees, following a public hearing, without referral to or recommendation by the Plan Commission, be rezoned to Public Lands (P-1), which is the existing zoning category of the Project as of the date of the Agreement.
7. Grantee hereby covenants on behalf of itself, its successors and/or assigns, to the Illinois State Historic Preservation Officer ("SHPO") and Grantor, to preserve and maintain, those exterior portions of the North Pod Wing, the South Pod Wing; and the Central Aviation Tower of Building Number 1 ("Hangar One"), located at the former Naval Air Station, Glenview, Cook County, Illinois, in accordance with Grantee's plans (i) (Sheet 1A) for the east elevation dated May 8, 2002 and May 20, 2002; and (ii) (Sheet 2A) for the north elevation dated May 20, 2002; for the redevelopment and re-use of Hangar One. Grantee further covenants, on behalf of itself, its successors and/or assigns, to SHPO and Grantor, that it will preserve and maintain a floor in the Central Aviation Tower to permit viewing out of the windows of the observation deck, and the windows of the North Pod Wing and South Pod Wing to permit observation.

Notwithstanding anything to the contrary contained herein, the covenant described in this paragraph 7 shall encumber only that portion of the Property legally described in Exhibit "D" attached hereto and made a part hereof.

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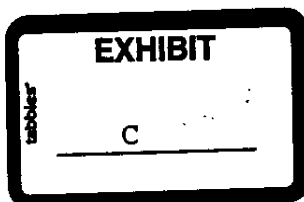
GLEN TOWN CENTER LOT 7 LEGAL DESCRIPTION

See Paragraph (6V) of Exhibit B

THAT PART OF LOT 3 OF GNAS MIXED USE RETAIL CENTER BEING A SUBDIVISION OF THAT PART OF THE WEST HALF OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 0010905146 AND AS AMENDED BY DOCUMENT NUMBER 0020277568, ALL IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 22°41'24" EAST ALONG THE WESTERLY LINE OF SAID LOT 3, A DISTANCE OF 390.95 FEET; THENCE NORTH 67°18'00" EAST, A DISTANCE OF 15.65 FEET; THENCE SOUTH 22°41'24" EAST, A DISTANCE OF 77.38 FEET; THENCE NORTH 67°16'40" EAST, A DISTANCE OF 41.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 67°16'40" EAST, A DISTANCE OF 151.66 FEET THENCE NORTH 22°43'20" WEST, A DISTANCE OF 16.00 FEET; THENCE NORTH 67°16'40" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 22°43'20" EAST, A DISTANCE OF 16.00 FEET; THENCE NORTH 67°16'40" EAST, A DISTANCE OF 137.50 FEET; THENCE SOUTH 22°43'20" EAST, A DISTANCE OF 1.00 FEET; THENCE NORTH 67°16'40" EAST, A DISTANCE OF 2.06 FEET; THENCE SOUTH 22°43'20" EAST, A DISTANCE OF 1.30 FEET; THENCE SOUTH 67°16'40" WEST, A DISTANCE OF 0.56 FEET; THENCE SOUTH 22°43'20" EAST, A DISTANCE OF 118.82 FEET; THENCE NORTH 67°16'40" EAST, A DISTANCE OF 2.50 FEET; THENCE SOUTH 22°43'20" EAST, A DISTANCE OF 3.78 FEET; THENCE NORTH 67°16'40" EAST, A DISTANCE OF 38.17 FEET; THENCE SOUTH 22°43'20" EAST, A DISTANCE OF 26.72 FEET; THENCE NORTH 67°16'40" EAST, A DISTANCE OF 8.00 FEET; THENCE SOUTH 22°43'20" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 67°16'40" WEST, A DISTANCE OF 7.06 FEET; THENCE SOUTH 22°43'20" EAST, A DISTANCE OF 26.72 FEET; THENCE SOUTH 67°16'40" WEST, A DISTANCE OF 39.05 FEET; THENCE SOUTH 22°43'20" EAST, A DISTANCE OF 1.20 FEET; THENCE SOUTH 67°16'40" WEST, A DISTANCE OF 4.00 FEET; THENCE NORTH 22°43'20" WEST, A DISTANCE OF 1.20 FEET; THENCE SOUTH 67°16'40" WEST, A DISTANCE OF 100.17 FEET; THENCE SOUTH 22°43'20" EAST, A DISTANCE OF 1.20 FEET; THENCE SOUTH 67°16'40" WEST, A DISTANCE OF 178.55 FEET; THENCE SOUTH 22°43'20" EAST, A DISTANCE OF 70.47 FEET; THENCE SOUTH 67°16'40" WEST, A DISTANCE OF 55.15 FEET; THENCE NORTH 22°43'20" WEST, A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING CONTAINING 1.980 ACRES OF LAND MORE OR LESS.

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GLEN TOWN CENTER LOT 6A LEGAL DESCRIPTION

See Paragraph 7 of Exhibit B

THAT PART OF LOT 3 OF GNAS MIXED USE RETAIL CENTER BEING A SUBDIVISION OF THAT PART OF THE WEST HALF OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 0010905146 AND AS AMENDED BY DOCUMENT NUMBER 0020277568, ALL IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 22°41'24" EAST ALONG THE WESTERLY LINE OF SAID LOT 3, A DISTANCE OF 866.74 FEET; THENCE NORTH 67°16'40" EAST, A DISTANCE OF 196.50 FEET; THENCE SOUTH 22°43'20" EAST, A DISTANCE OF 263.56 FEET; THENCE NORTH 67°18'36" EAST, A DISTANCE OF 42.22 FEET; THENCE NORTH 22°41'24" WEST, A DISTANCE OF 81.20 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 67°16'40" WEST, A DISTANCE OF 7.18 FEET; THENCE NORTH 22°43'20" WEST, A DISTANCE OF 260.22 FEET; THENCE NORTH 67°16'40" EAST, A DISTANCE OF 57.50 FEET; THENCE SOUTH 22°43'20" EAST, A DISTANCE OF 36.00 FEET; THENCE NORTH 67°16'40" EAST, A DISTANCE OF 1.00 FEET; THENCE SOUTH 22°43'20" EAST, A DISTANCE OF 32.45 FEET; THENCE NORTH 67°16'40" EAST, A DISTANCE OF 153.43 FEET; THENCE SOUTH 22°43'20" EAST, A DISTANCE OF 65.11 FEET; THENCE NORTH 67°16'40" EAST, A DISTANCE OF 11.74 FEET; THENCE SOUTH 22°43'20" EAST, A DISTANCE OF 115.93 FEET; THENCE NORTH 67°16'40" EAST, A DISTANCE OF 10.19 FEET; THENCE SOUTH 22°43'20" EAST, A DISTANCE OF 22.53 FEET; THENCE SOUTH 67°16'40" WEST, A DISTANCE OF 22.52 FEET; THENCE NORTH 22°43'20" WEST, A DISTANCE OF 10.90 FEET; THENCE SOUTH 67°16'40" WEST, A DISTANCE OF 106.47 FEET; THENCE SOUTH 22°43'20" EAST, A DISTANCE OF 7.10 FEET; THENCE SOUTH 67°16'40" WEST, A DISTANCE OF 44.00 FEET; THENCE NORTH 22°43'20" WEST, A DISTANCE OF 8.00 FEET; THENCE SOUTH 67°16'40" WEST, A DISTANCE OF 53.50 FEET TO THE POINT OF BEGINNING CONTAINING 1.076 ACRES OF LAND MORE OR LESS.

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EXHIBIT

D-1

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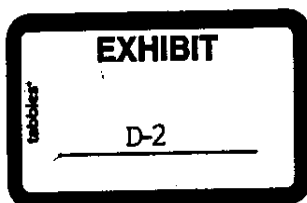
GLEN TOWN CENTER LOT 6B LEGAL DESCRIPTION

see Paragraph 7 of Exhibit B

THAT PART OF LOT 3 OF GNAS MIXED USE RETAIL CENTER BEING A SUBDIVISION OF THAT PART OF THE WEST HALF OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 0010905146 AND AS AMENDED BY DOCUMENT NUMBER 0020277568, ALL IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 22°41'24" EAST ALONG THE WESTERLY LINE OF SAID LOT 3, A DISTANCE OF 866.74 FEET; THENCE NORTH 67°16'40" EAST, A DISTANCE OF 196.30 FEET; THENCE SOUTH 22°43'20" EAST, A DISTANCE OF 263.56 FEET; THENCE NORTH 67°18'36" EAST, A DISTANCE OF 42.22 FEET; THENCE NORTH 22°41'24" WEST, A DISTANCE OF 81.20 FEET; THENCE SOUTH 67°16'40" WEST, A DISTANCE OF 7.18 FEET; THENCE NORTH 22°43'20" WEST, A DISTANCE OF 260.22 FEET; THENCE NORTH 67°16'40" EAST, A DISTANCE OF 57.30 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 22°43'20" EAST, A DISTANCE OF 36.00 FEET; THENCE NORTH 67°16'40" EAST, A DISTANCE OF 1.00 FEET; THENCE SOUTH 22°43'20" EAST, A DISTANCE OF 32.45 FEET; THENCE NORTH 67°16'40" EAST, A DISTANCE OF 144.43 FEET; THENCE NORTH 22°43'20" WEST, A DISTANCE OF 160.68 FEET; THENCE SOUTH 67°16'40" WEST, A DISTANCE OF 39.05 FEET; THENCE SOUTH 22°43'20" EAST, A DISTANCE OF 1.20 FEET; THENCE SOUTH 67°16'40" WEST, A DISTANCE OF 4.00 FEET; THENCE NORTH 22°43'20" WEST, A DISTANCE OF 1.20 FEET; THENCE SOUTH 67°16'40" WEST, A DISTANCE OF 100.17 FEET; THENCE SOUTH 22°43'20" EAST, A DISTANCE OF 1.20 FEET; THENCE SOUTH 67°16'40" WEST, A DISTANCE OF 3.17 FEET; THENCE SOUTH 22°43'20" EAST, A DISTANCE OF 91.03 FEET TO THE POINT OF BEGINNING CONTAINING 0.535 ACRES OF LAND MORE OR LESS.

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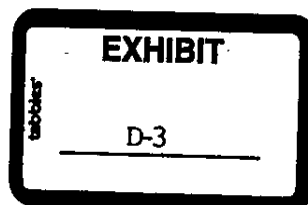
GLEN TOWN CENTER LOT 8 LEGAL DESCRIPTION

see paragraph 7 of Exhibit B

THAT PART OF LOT 3 OF GNAS MIXED USE RETAIL CENTER BEING A SUBDIVISION OF THAT PART OF THE WEST HALF OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 0010905146 AND AS AMENDED BY DOCUMENT NUMBER 0020277568, ALL IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 22°41'24" EAST ALONG THE WESTERLY LINE OF SAID LOT 3, A DISTANCE OF 390.95 FEET; THENCE NORTH 67°18'00" EAST, A DISTANCE OF 15.66 FEET; THENCE SOUTH 22°41'24" EAST, A DISTANCE OF 77.38 FEET; THENCE NORTH 67°16'40" EAST, A DISTANCE OF 192.67 FEET; THENCE NORTH 22°43'20" WEST, A DISTANCE OF 16.00 FEET; THENCE NORTH 67°16'40" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 22°43'20" EAST, A DISTANCE OF 16.00 FEET; THENCE NORTH 67°16'40" EAST, A DISTANCE OF 132.15 FEET TO THE POINT OF BEGINNING; THENCE NORTH 22°43'20" WEST, A DISTANCE OF 3.23 FEET; THENCE NORTH 67°16'40" EAST, A DISTANCE OF 52.00 FEET; THENCE NORTH 22°43'20" WEST, A DISTANCE OF 11.46 FEET; THENCE NORTH 67°17'33" EAST, A DISTANCE OF 27.12 FEET TO POINT ON A NON-TANGENT CURVE; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1047.00 FEET WITH AN ARC LENGTH OF 22.76 FEET AND A CHORD BEARING OF SOUTH 14°55'48" EAST TO A POINT OF NON-TANGENCY; THENCE SOUTH 67°16'40" WEST, A DISTANCE OF 12.37 FEET; THENCE SOUTH 22°43'20" EAST, A DISTANCE OF 117.38 FEET; THENCE SOUTH 67°16'40" WEST, A DISTANCE OF 21.14 FEET; THENCE NORTH 22°43'20" WEST, A DISTANCE OF 0.35 FEET; THENCE SOUTH 67°16'40" WEST, A DISTANCE OF 38.17 FEET; THENCE NORTH 22°43'20" WEST, A DISTANCE OF 3.78 FEET; THENCE SOUTH 67°16'40" WEST, A DISTANCE OF 2.50 FEET; THENCE NORTH 22°43'20" WEST, A DISTANCE OF 118.82 FEET; THENCE NORTH 67°16'40" EAST, A DISTANCE OF 0.56 FEET; THENCE NORTH 22°43'20" WEST, A DISTANCE OF 1.30 FEET; THENCE SOUTH 67°16'40" WEST, A DISTANCE OF 2.06 FEET; THENCE NORTH 22°43'20" WEST, A DISTANCE OF 1.00 FEET; THENCE SOUTH 67°16'40" WEST, A DISTANCE OF 0.35 FEET TO THE POINT OF BEGINNING CONTAINING 0.192 ACRES OF LAND MORE OR LESS.

20643400



UNOFFICIAL COPY

PLAT ACT AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF COOK

} SS.

Barry Glazer, being duly sworn on oath, states that
resides at 25 E. Washington, Apt 1000, Chicago, Ill. That the
attached deed is not in violation of 765 ILCS 205/1 for one of the following reasons:

1. Said Act is not applicable as the grantors own no adjoining property to the premises described in said deed;

- OR -

the conveyance falls in one of the following exemptions as shown by Amended Act which became effective July 17, 1959.

2. The division or subdivision of the land into parcels or tracts of five acres or more in size which does not involve any new streets or easements of access.
3. The divisions of lots or blocks of less than one acre in any recorded subdivision which does not involve any new streets or easements of access.
4. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
5. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easement of access.
6. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
8. Conveyances made to correct descriptions in prior conveyances.
9. The sale or exchange of parcels or tracts of land existing on the date of the amendatory Act into no more than two parts and not involving any new streets or easements of access.

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

Affiant further states that _____ makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

SUBSCRIBED and SWORN to before me

this _____ day of _____, _____

Notary Public

Barry Glazer
Attorney for
seller

20643400