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Cook County Recorder 60.00



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RECAPTURE AGREEMENT

THIS AGREEMENT, made and entered into this 28TH day of October, 2002, by and between the VILLAGE OF WESTERN SPRINGS, an Illinois municipal corporation, located in the County of Cook, in the State of Illinois (the "VILLAGE") and GURRIE RHOADS (individually) and RHOADS DEVELOPMENT COMPANY (a sole proprietorship) and COMMONWEALTH PROPERTIES COMPANY, L.L.C.) (all of whom are collectively referred to as the "OWNER" or the "DEVELOPER").

WITNESSETH

WHEREAS, the VILLAGE owns and operates a sanitary sewer system, storm water sewer system and a water distribution system; and

WHEREAS, the VILLAGE has jurisdiction over the construction, maintenance and repair of local streets and traffic control; and

WHEREAS, on March 13, 1991, the DEVELOPER, on behalf of the Commonwealth Avenue Venture, the beneficial owner of Land Trust #1091985 (Chicago Title and Trust Company, as Land Trustee) (the "Land Trust"), filed an application for the approval of a preliminary development plan for a three phase residential planned unit development to permit the construction of one hundred twenty-nine (129) condominiums and town homes (the "PUD PROJECT"), as authorized under the provisions of Title 10, Chapter 8 of the Western Springs Municipal Code, on property commonly known as the Commonwealth Avenue/Flagg Creek Area; and

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WHEREAS, the property commonly known as the Commonwealth Avenue/Flagg Creek Area, legal title to which was held by the Land Trust, is located within the Village of Western Springs and is generally described as follows:

Commonwealth Avenue from the 4800 Block to the 5400 Block, with a main entrance from 47th Street passing through the 4700 Block and a secondary entrance at 53rd Street.

(hereinafter referred to as the "SUBJECT PROPERTY"); and

WHEREAS, after conducting all of the required public hearings which were held pursuant to duly published notice, on August 10, 1992, under Ordinance No. 92-1844, the corporate authorities of the Village of Western Springs approved the PUD PROJECT, subject to the terms set forth in a three phase residential planned unit development plan and a set of final conditions of approval dated August 5, 1992, and allowed the DEVELOPER to commence construction of the PUD PROJECT; and

WHEREAS, the DEVELOPER, as a condition of developing the SUBJECT PROPERTY, was required to install certain infrastructure and other public improvements, including the construction of a sanitary sewer system, storm water sewer system, water distribution system, roadways, streets, and the 53rd Street bridge, sidewalks, right-of-way landscaping, and street lighting (the "PUBLIC IMPROVEMENTS"). The PUBLIC IMPROVEMENTS have been and continue to be installed during the three separate phases of construction of the PUD PROJECT; and

WHEREAS, the DEVELOPER has been developing the SUBJECT PROPERTY in accordance with its zoning classification under the VILLAGE'S Zoning Ordinance for planned unit developments and in accordance with the VILLAGE-approved PUD PROJECT plan; and

WHEREAS, all of the aforesaid construction has been and continues to be carried out and completed in strict compliance with all VILLAGE ordinances and codes and PUD PROJECT plans and specifications approved by the VILLAGE; and

WHEREAS, the final cost for the aforesaid PUBLIC IMPROVEMENTS is estimated to be \$3,513,057.00, which estimated final cost has been reviewed and approved by the VILLAGE. The estimated final cost of the PUBLIC IMPROVEMENTS is set forth on a one

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page sheet entitled "Commonwealth Development Recapture dated September 23, 2002," prepared by the Village Engineer and marked as EXHIBIT "1," a copy of which is attached hereto and made a part hereof; and

WHEREAS, the construction of the aforementioned PUBLIC IMPROVEMENTS will, in addition to benefitting the SUBJECT PROPERTY, also benefit three non contiguous parcels of land located adjacent to and immediately South of and East and West of the SUBJECT PROPERTY, as the PUBLIC IMPROVEMENTS are completed (referred to as the "BENEFITTED PROPERTIES"). The BENEFITTED PROPERTIES are legally described on EXHIBIT "2," a copy of which is attached hereto and made a part hereof; and

WHEREAS, the DEVELOPER should be reimbursed by the owner(s) of the BENEFITTED PROPERTIES for a portion of the cost of the PUBLIC IMPROVEMENTS if and when the BENEFITTED PROPERTIES are developed; and

WHEREAS, the DEVELOPER agrees to convey title to all of the aforesaid PUBLIC IMPROVEMENTS to the VILLAGE by a Bill of Sale approved as to form and content by the Village Attorney; and

WHEREAS, the corporate authorities of the VILLAGE possess the statutory authority to enter into this Recapture Agreement pursuant to Section 9-5-1 of the Illinois Municipal Code (65 ILCS 5/9-5-1).

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and agreements herein contained, including, but not limited to the construction of the aforesaid PUBLIC IMPROVEMENTS, the adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. That the DEVELOPER, at its sole expense and cost, will complete the construction of all the aforesaid PUBLIC IMPROVEMENTS in conformance with the PUD PROJECT plans and specifications approved under Ordinance No. 92-1844 by the corporate authorities of the VILLAGE.

2. Upon acceptance of all of the aforesaid PUBLIC IMPROVEMENTS by the VILLAGE, the DEVELOPER shall convey to the VILLAGE, by a proper Bill of Sale

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approved by the Village Attorney, all of the PUBLIC IMPROVEMENTS and appurtenances incidental thereto. Such conveyance shall be free and clear of all liens and encumbrances relative to said improvements. Upon acceptance of the PUBLIC IMPROVEMENTS by the VILLAGE, the VILLAGE shall have complete control thereof, including the determination of all future use, extensions and connections thereto, and shall be responsible for the operation, maintenance, repair and replacement of said PUBLIC IMPROVEMENTS.

3. The DEVELOPER'S estimated cost for said PUBLIC IMPROVEMENTS is made up of the specific amounts set forth on EXHIBIT "1" which is attached hereto and made part hereof.

A. The VILLAGE agrees to reimburse the DEVELOPER for a portion of said total amount not to exceed the "per unit" recapture amount of \$24,915.00 (as calculated below), said "per unit" recapture amount to be payable by the VILLAGE to the DEVELOPER solely and exclusively from collections from the owner(s) of the BENEFITTED PROPERTIES legally described on EXHIBIT "2", attached hereto and made part hereof, which will be benefitted by the construction of said PUBLIC IMPROVEMENTS, as financed by the DEVELOPER, if and when said properties are developed with any type of improvements or structures.

B. Provided that the BENEFITTED PROPERTIES are developed as planned unit developments, the "per unit" recapture amount to be collected in relation to the BENEFITTED PROPERTIES shall be based on the following formula:

The final cost of the PUBLIC IMPROVEMENTS (\$3,513,057.00) divided by the total number of residential dwellings approved for the PUD PROJECT (129) and the maximum number¹ of residential dwellings that could be constructed on the BENEFITTED PROPERTIES (12).
(\$3,513,057.00 divided by 141 = \$24,915.00 "per unit" recapture amount)

¹
The maximum number of residential dwellings that could be constructed on the BENEFITTED PROPERTIES is based on the existing density of the approved 129-unit PUD PROJECT and the current status of land ownership and configuration of the BENEFITTED PROPERTIES.

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A residential dwelling approved as a planned unit development shall also be referred to herein as a "unit." The VILLAGE expects that the BENEFITTED PROPERTIES will be developed, at their highest and best usage, as VILLAGE-approved planned unit developments that are substantially similar in density and design to the DEVELOPER'S PUD PROJECT. Based on the existing density of the approved 129-unit PUD PROJECT and the current status of land ownership and configuration of the BENEFITTED PROPERTIES, it is expected that the maximum total number of units to be constructed on the BENEFITTED PROPERTIES under a Village-approved planned unit development(s) is 12 units. Even so, there exists the possibility that a greater number of units could be built, if approved by the Village under a plan unit development, in the event the owner(s) of the BENEFITTED PROPERTIES acquire additional land (such as the adjacent Village right-of-way) and combine said land with the BENEFITTED PROPERTIES. In recognition of that fact, based on the "per unit" recapture amount of \$24,915.00, the owner(s) of the BENEFITTED PROPERTIES would owe the following total amount of recapture payments to the VILLAGE:

- (1) 15 units = \$373,725.00
- (2) 14 units = \$348,810.00
- (3) 13 units = \$323,895.00
- (4) 12 units = \$298,980.00
- (5) 11 units = \$274,065.00
- (6) 10 units = \$240,915.00

If additional units are approved beyond the 15 units listed above, the owner(s) of the BENEFITTED PROPERTIES are obligated to pay the "per unit" recapture amount of \$24,915.00 for each approved unit. The owner(s) of the BENEFITTED PROPERTIES are obligated to pay the "per unit" recapture amount of \$24,915.00 for each approved unit as set forth in Section 3D below.

C. In the event one or more of the BENEFITTED PROPERTIES are developed with single family residences, the required recapture amount for each single family

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residence shall be based on the following formula: the "per unit" recapture amount multiplied by 3 ($\$24,915.00 \times 3 = \$74,745.00$) The owner(s) of the BENEFITTED PROPERTIES are obligated to pay the \$74,745.00 recapture amount as set forth in Section 3D below.

D. Said "per unit" recapture amounts are to be collected by the VILLAGE from the owner(s) of said BENEFITTED PROPERTIES if and when said owner(s) applies to the VILLAGE for a building permit to develop said BENEFITTED PROPERTIES, or any portion thereof, or at such time as said owner(s) seeks to connect to the storm and sanitary sewer systems and/or the water distribution system constructed by the DEVELOPER, whichever occurs first.

E. The dollar amount of each "per unit" recapture amount set forth in Section 3 above is subject to future increases as a consequence of the imposition of a 6% annual interest rate on the value of such improvements from and after the date of completion and acceptance of the PUBLIC IMPROVEMENTS, as determined by calculations prepared by the Village Engineer from time to time.

F. The VILLAGE shall be entitled to withhold 4.0% of each "per unit" recapture amount or the reasonable, actual cost of collecting and processing said recapture payment, whichever is greater, as an administrative fee for collecting and processing the recapture payments and paying them over to the DEVELOPER. Said money shall be deposited into the VILLAGE'S General Fund.

G. As a condition of the VILLAGE entering into this Agreement, the DEVELOPER agrees to pay \$5,800.00 to the VILLAGE to offset the Village Engineer's and Village Attorney's fees and costs incurred by the VILLAGE in preparing this Agreement. The DEVELOPER shall pay said \$5,800.00 to the VILLAGE at the time he submits duplicate originals of the Agreement to the VILLAGE which have been signed by the DEVELOPER. This Agreement shall not be considered by the corporate authorities of the VILLAGE until said money is paid to the VILLAGE. If the corporate authorities of the VILLAGE do not approve of this Agreement, the \$5,800.00 shall be promptly returned to the DEVELOPER.

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4. It is further understood and agreed to that under no circumstances will the General Fund of the VILLAGE be in any way obligated for said amount to be reimbursed to the DEVELOPER, nor shall the VILLAGE be liable for its failure or neglect to collect said "per unit" recapture amounts from the owner(s) of the BENEFITTED PROPERTIES described in EXHIBIT "2." The VILLAGE is only obligated to pay the DEVELOPER from those funds the VILLAGE actually collects from the owner(s) of the BENEFITTED PROPERTIES under this Agreement.
5. This Agreement shall remain in full force and effect for a period of twenty (20) years from its effective date (the date on which the Village President signs this Agreement); after said date the BENEFITTED PROPERTIES set forth in EXHIBIT "2" shall no longer be liable for payment of the "per unit" recapture amounts. The payment obligation of the "per unit" recapture amounts required under this Agreement applies to the owner(s) of the BENEFITTED PROPERTIES and shall apply to any successors-in-interest, future owners, developers, or any other person with an ownership or leasehold interest or development rights in said properties.
6. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, provided that the DEVELOPER shall not assign its interests under this Agreement without the prior written consent of the VILLAGE.
7. This Agreement shall be recorded by the VILLAGE with the Office of the Cook County Recorder of Deeds at the OWNER'S expense.
8. The DEVELOPER fully waives, relinquishes, remises, releases and forever discharges for himself and on behalf of his heirs, legatees, transferees, assigns, personal representatives, insurers, agents, servants, employees, administrators, executors, representatives and/or successors in interest of any kind, the Village of Western Springs, and its former, current and future officials, agents, servants, employees, attorneys, insurers, and/or successors in interest of any kind, from any and all claims, actions, omissions, losses, injuries, lawsuits, counterclaims, debts, dues, obligations, judgments, awards, demands, liens, costs, expenses, attorney's fees, liability for damages of any kind and causes of action of any kind and nature, whether known or unknown at this time,

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whether present or future or contingent, that he has now or might have in the future against the Village of Western Springs, or any of its former, current and future officials, agents, servants, employees, attorneys and insurers and/or successors in interest of any kind, arising out of, relating to, connected with, or in any way associated with this Agreement including without limitation any claims, lawsuits or actions contesting the method of calculation of and the amount of recapture set forth herein, the VILLAGE's failure or neglect to collect said "per unit" recapture amounts, or any portion thereof, or any of the other terms set forth in this Agreement, except that the DEVELOPER shall retain the right to bring only an action for specific performance against the VILLAGE to enforce the obligations of the VILLAGE set forth at Section 3A and Section 3D above. The DEVELOPER shall not be entitled to any damages or attorney's fees and costs payable by the VILLAGE relative to such specific performance action.

The provisions of any Federal, State or Local statute or law providing in substance that releases shall not extend to claims, counterclaims, actions, demands, causes of action, losses, injuries, liabilities and damages that are unknown to exist at the time the person executes such release, are hereby expressly waived.

9. The DEVELOPER further agrees to indemnify and hold harmless and defend the Village of Western Springs, and its former, current and future officials, agents, servants, employees, attorneys and insurers and/or successors in interest of any kind, for and from any and all claims, actions, omissions, losses, injuries, lawsuits, counterclaims, debts, dues, obligations, judgments, awards, demands, liens, expenses, attorneys' fees, awards of attorney's fees, costs and expenses and costs of litigation, expert witness fees and consultant fees, and liability for damages of any kind and causes of action of any kind and nature, whether known or unknown at this time, whether present or future or contingent, that are brought or filed against the Village of Western Springs, or any of its former, current and future officials, agents, servants, employees and insurers and/or successors in interest of any kind, by any person, including without limitation George Bruckert or any person with an actual or purported ownership interest in the SUBJECT PROPERTY or the BENEFITTED PROPERTIES, arising out of, relating to,

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connected with, or in any way associated with this Agreement including without limitation any claims, lawsuits or actions contesting the method of calculation of and the amount of recapture set forth herein, the VILLAGE's failure or neglect to collect said "per unit" recapture amounts, or any portion thereof, or any of the other terms set forth in this Agreement

In the event that any such claim, action, cause of action or lawsuit is brought or filed, the Village of Western Springs, and its former, current and future officials, employees, servants, agents, attorneys, insurers, and/or successors in interest sued thereunder, shall have the right to determine the attorney(s) of its, his, hers or their choice to represent and defend their interests in any legal or administrative action, all at the DEVELOPER'S expense pursuant to this Agreement.

10. Whenever notice is required to be sent to either party, it shall be addressed as follows:

A. If to the VILLAGE:
Patrick R. Higgins
Village Manager
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558

With a copy to:
Michael T. Jurusik
Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, #1660
Chicago, Illinois 60606-2903

B. If to DEVELOPER:
Gurrie Rhoads
4829 Commonwealth Avenue
Western Springs, Illinois 60558

With a copy to:

All notices shall be sent by personal delivery or certified mail, return receipt requested, and shall be deemed given as of the date of the personal delivery or, if given by certified mail, three (3) days from the date of mailing.

11. GENERAL PROVISIONS.

A. It is expressly understood and agreed by the parties that this Agreement may be pleaded by the VILLAGE, or any other person covered hereunder, as a complete defense to, and in bar of, any claim, action or proceeding of any kind brought, maintained or conducted by any person in connection with or on account of any of the matters set forth

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in this Agreement. The parties agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced.

B. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the jurisdiction of said Court for any such action or proceeding. This Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.

C. The parties warrant and represent that the execution, delivery of, and performance under this Agreement is pursuant to authority, validly and duly conferred upon the parties and the signatories hereto.

D. This Agreement shall enure to the benefit of, and shall be binding upon the heirs, legatees, transferees, assigns, personal representatives, owners, insurers, agents, servants, employees, administrators, executors, representatives and/or successors in interest of any kind whatsoever, of the parties hereto. This Agreement and the obligations it imposes upon the DEVELOPER and OWNER are not transferable by either of them without the written consent of the VILLAGE, which consent will not be unreasonably withheld. This provision shall not be applicable to mortgagees which issue loans on the Subject Property in normal course of business.

E. This Agreement may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same Agreement.

F. In the event any term or provision of this Agreement shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.

G. This Agreement embodies the entire agreement between the parties hereto and supersedes any and all prior agreements and understandings, whether written or oral, and whether formal or informal. In addition, this Agreement embodies and merges the entire understanding between and among the parties hereto, and any and all prior

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correspondence, conversations, or memoranda relating the subject matter stated herein are being merged herein and replaced hereby.

H. The following Exhibits are attached hereto and made a part of this Agreement:

- EXHIBIT "1" - Commonwealth Development Recapture dated August 13, 2002," prepared by the Village Engineer
- EXHIBIT "2" - Legal Description of the BENEFITTED PROPERTIES

I. This Agreement shall be deemed dated and become effective on the date that the Village President signs this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate by their duly authorized representatives all on the day and year first above written, pursuant to a proper resolution approved by the respective governing body of each party to this Agreement.

VILLAGE OF WESTERN SPRINGS

By: John Kravak
Village President

Date: 10/28/02

ATTEST: Jeanie M. Joice
Village Clerk

Date: 10/28/02

GURRIE ROADS

By: Gurrie C. Rhoads
Gurrie Rhoads, individually

Date: 10/28/02

COMMONWEALTH PROPERTIES COMPANY, L.L.C.

By: Gurrie C. Rhoads
Gurrie Rhoads, Managing Member

Date: 10/28/02

RHOADS DEVELOPMENT COMPANY

By: Gurrie C. Rhoads
Gurrie Rhoads, Owner/Sole Proprietor

Date: 10/28/02

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ACKNOWLEDGMENT

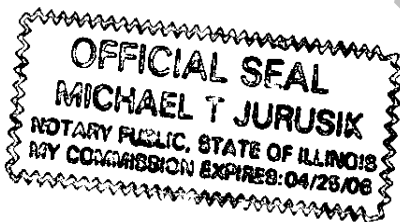
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Gurrie Rhoads, Managing Member of COMMONWEALTH PROPERTIES COMPANY, L.L.C. is personally known to me to be the same person whose name is subscribed to the foregoing Agreement, and that he appeared before me this day in person and severally acknowledged that he signed and delivered the said Agreement pursuant to authority given for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 28th day of October, 2002.

Commission expires April 25, 2006.

Michael T. Jurusik
Notary Public



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EXHIBIT "1"

**VILLAGE ENGINEER'S SUMMARY OF
COMMONWEALTH IN THE VILLAGE PUD PROJECT COSTS**

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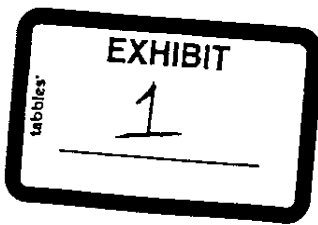
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PHASE 1		
DESCRIPTION	ENG. EST COST	RECAPTURE
CLEARING AND GRUBBING	\$37,500	\$37,500
SITE GRADING	\$111,843	\$111,843
STORM SEWER SYSTEM	\$149,922	\$149,922
SANITARY SEWER SYSTEM	\$264,945	\$264,945
WATER MAINS	\$74,983	\$74,983
STREET PAVING - COMMONWEALTH	\$204,958	\$204,958
STREET PAVING - INTERIOR	\$86,266	\$86,266
SIDEWALKS	\$21,312	\$21,312
LANDSCAPING	\$157,200	\$157,200
STREET LIGHTING	\$88,800	\$88,800
ENGINEERING (8%)	\$88,714	\$88,714
CONTINGENCY (10%)	\$110,893	\$110,893
SUB TOTAL		\$1,397,336
FUTURE VALUE @ 6% INT. FROM DEC. 1994 TO AUGUST 2002 (93 MONTHS)		\$2,222,003

PHASE 2		
DESCRIPTION	ENG. EST COST	RECAPTURE
STORM SEWER SYSTEM	\$45,704	\$45,704
SANITARY SEWER SYSTEM	\$91,333	\$91,333
WATER MAINS	\$45,449	\$45,449
STREET PAVING	\$66,419	\$66,419
SIDEWALKS	\$24,312	\$24,312
STREET LIGHTING	\$46,800	\$46,800
ENGINEERING (8%)	\$25,601	\$25,601
CONTINGENCY (10%)	\$32,002	\$32,002
SUB TOTAL		\$377,620

PHASE 3		
DESCRIPTION	ENG. EST COST	RECAPTURE
SITE GRADING	\$27,900	\$27,900
STORM SEWER SYSTEM	\$107,480	\$107,480
SANITARY SEWER SYSTEM	\$73,298	\$73,298
WATER MAINS	\$26,600	\$26,600
STREET PAVING	\$144,336	\$144,336
SIDEWALKS	\$31,590	\$31,590
STREET LIGHTING	\$124,750	\$124,750
53RD STREET BRIDGE	\$208,288	\$208,288
53RD STREET WATERMAIN	\$29,856	\$29,856
ENGINEERING (8%)	\$61,927	\$61,927
CONTINGENCY (10%)	\$77,409	\$77,409
SUB TOTAL		\$913,434

PRESENT VALUE COST OF ALL IMPROVEMENTS	
TOTAL (\$2,222,003+\$377,620+\$913,434)=	\$3,513,057
RECAPTURE COST PER UNIT (141 UNITS)	\$24,915
<small>(128 ROADS+12 HARTZ = 141) BASED ON EXIST COMMONWEALTH DEV. DENSITY</small>	



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23-Sep-02

Commonwelath Development Recapture

Commonwealth Development Approved Density

129 Units / 21 Acres of Green Space = 6.6 Units Per Acre

Hartz Development Based on Commonwealth Development Approved Density

1.82 Acres X 6.6 Units Per Acre = 12 Units

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EXHIBIT 2

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THAT PART OF EACH OF THE FOLLOWING LOTS LYING EAST OF A LINE EXTENDING ACROSS SAID LOTS, SAID LINE BEING A CURVE HAVING A RADIUS OF 5854.58 FEET WHICH CURVE INTERSECTS THE NORTH LINE OF LOT 1, AT A POINT 101.99 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT AND WHOSE TANGENT AT THE POINT OF INTERSECTING WITH THE NORTH LINE OF SAID LOT FORMS AN ANGLE 102 DEGREES 11 MINUTES 7 SECONDS IN THE NORTHEAST QUADRANT OF THEIR INTERSECTION, SAID CURVE ALSO INTERSECTING THE SOUTH LINE OF LOT 3 AT A POINT 36.70 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT, AND WHOSE TANGENT AT THE POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID LOT FORMS AN ANGLE OF 59 DEGREES 33 MINUTES 51 SECONDS IN THE NORTHEAST QUADRANT OF THEIR INTERSECTION. LOT 1 (EXCEPT THAT PART THEREOF DEDICATED FOR STREET BY PLAT DOCUMENT NO. 209880), LOT 2 (EXCEPT THAT PART THEREOF DEDICATED FOR STREET BY PLAT DOCUMENT NO. 209880), AND LOT 3 (EXCEPT THAT PART THEREOF DEDICATED FOR STREET BY PLAT DOCUMENT NO. 209880)

ALSO THAT PART OF LOT 3 LYING WEST OF A LINE WHICH INTERSECTS THE WEST LINE OF LOT 3 AT A POINT 28.79 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT, SAID LINE BEING A CURVE HAVING A RADIUS OF 5604.58 FEET THE TANGENT TO SAID CURVE AT A POINT OF INTERSECTION WITH THE WEST LINE OF SAID LOT FORMING AN ANGLE OF 9 DEGREES 14 MINUTES 50 SECONDS IN THE NORTHEAST QUADRANT OF THEIR INTERSECTION, SAID CURVE ALSO INTERSECTING THE SOUTH LINE OF LOT 3, AT A POINT 4.61 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT AND WHOSE TANGENT AT THE POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID LOT FORMS AN ANGLE OF 98 DEGREES 56 MINUTES 57 SECONDS IN THE NORTHEAST QUADRANT OF THEIR INTERSECTION

ALL OF THE ABOVE IN BLOCK 15 IN HIGHLANDS, SAID HIGHLANDS BEING A SUBDIVISION OF THE NORTHWEST 1/4 AND THE WEST 800 FEET OF THE NORTH 144 FEET OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS:

COMMONWEALTH AVENUE AT 50TH STREET
WESTERN SPRINGS, ILLINOIS

P.I.N.S.: 18-07-117-007;
18-07-117-008; and
18-07-117-009.

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Legal Description

Lot 7 in Block 11 in Forest Hills Commercial and Park District Subdivision of Blocks 5, 6, 7, 8, 17, 18, 19, 20, 29, 30, 31, 32, 41, 42, 43 and 44 in Forest Hills of Western Springs, a subdivision of the East 1/2 of Section 7, Township 38 North, Range 12, East of the Third Principal Meridian, and that part of Blocks 12, 13, 14 and 15 in "The Highlands" being a subdivision of the North West 1/4 and the West 800.00 feet of the North 144.00 feet of the South West 1/4 of Section 7, Township 38 North, Range 12, East of the Third Principal Meridian, lying East of a line 33.0 feet West of and parallel with the East line of said North West 1/4 of Section 7, also lots 1, 2, 3, 4 and 5 (except that part thereof dedicated for street by Plat Document No. 209880 in Block 12 in "The Highlands" aforesaid) all in Cook County, Illinois also Fair Elms Avenue (now vacated) as shown on Plat of Forest Hills of Western Springs aforesaid filed in the office of the Registrar of Titles of Cook County, Illinois as Document No. 209880.

P.I.N. 18-07-400-009-0000



Property Address: Commonwealth at 52nd Street, Western Springs



And

Lots 9 and 10 in Block 16 in Forest Hills Commercial ^{to 44} Park District, a subdivision of Blocks 5 to 8, 17 to 20, 29 to 32 and 41 in Forest Hills of Western Springs a Subdivision in Section 7, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 18-07-418-003 and 18-07-418 004

Property Address: Commonwealth at 55th Street, Western Springs

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