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Prepared by and after
recording return to:



Doc#: 0334633152
Eugene "Gene" Moore Fee: \$52.00
Cook County Recorder of Deeds
Date: 12/12/2003 09:46 AM Pg: 1 of 15

Lawrence M. Benjamin
Neal, Gerber & Eisenberg LLP
2 North LaSalle Street
Suite 2200
Chicago, Illinois 60602

816 8513 Δ1 JANGELAKOS 2 of 10

DECLARATION OF EASEMENTS AND RESTRICTIONS

THIS DECLARATION OF EASEMENTS AND RESTRICTIONS (this "Declaration") is made as of October 30, 2003, by and between **CHEDER LUBAVITCH HEBREW DAY SCHOOL, INC.**, an Illinois not-for-profit corporation ("Seller"), and **PARK/MAIN LLC**, an Illinois limited liability company ("Buyer").

WHEREAS, Seller is the current owner of that parcel of land located in the Village of Skokie (the "Village") which is legally described on EXHIBIT A hereto (the "Entire Parcel").

WHEREAS, concurrently herewith, Seller is conveying to Buyer that portion of the Entire Parcel legally described on EXHIBIT B hereto (the "Development Parcel") and Seller is retaining the balance of the Entire Parcel (such balance being referred to herein as the "School Parcel").

WHEREAS, in connection with the sale of the Development Parcel to Buyer, Seller and Buyer desire to execute this Agreement in order to set forth certain agreements relating to the School Parcel and the Development Parcel (each a "Parcel" and collectively the "Parcels").

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller agree as follows:

ARTICLE 1 – CONSTRUCTION OBLIGATIONS

1.1 Construction of Fence. Prior to the sale of any part of the Development Parcel, Buyer shall, subject to the legal requirements of the Village, construct upon the Development Parcel a fence meeting the following requirements (hereinafter the "Fence"): (a) the Fence shall be made of wood and shall be built to the highest height permitted under Village codes; (b) the Fence shall span from the eastern lot line of the Development Parcel to the western lot line of the of Development Parcel; (c) the Fence shall not contain any gaps, openings, doors or passageways. The Fence shall be constructed in the location depicted on EXHIBIT C hereto, subject to reasonable adjustments made in connection with the legal requirements of the Village and, provided there is no material

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interference with the intended use of the Open Area or reduction in the size of the Open Area, such reasonable adjustments required by the construction of improvements upon the Development Parcel. The Fence shall be constructed at Buyer's sole cost and expense. Buyer shall maintain the Fence in good condition and shall repair any damage to the Fence, except to the extent cause by the actions of the Seller Parties (as defined herein).

1.2 Buyer's Obligations for Current School Improvements. (a) As used herein, the term "Current School Improvements" shall mean any and all improvements located on the Development Parcel as of the date of this Agreement, including, without limitation, all landscaping, asphalt, sidewalks, basketball poles and hoops and benches.

(b) With respect to any Current School Improvements, Buyer shall have the following rights and obligations (each of which shall be undertaken at Buyer's expense):

- (i) Subject to Buyer's obligation to create the "Open Area" (as defined herein), Buyer shall have the right to remove and dispose of all Current School Improvements.
- (ii) Prior to the sale of any part of the Development Parcel, Buyer shall perform the work necessary to restore the Seller's paved play area and parking lot so that such may be used substantially consistent with the use of such areas as of the date of this Declaration, including necessary asphalt repair, restriping the parking lot and relocation of the existing basketball poles and hoops and bench. Without limiting the foregoing, Buyer shall re-stripe on the paved area of the School Parcel (without encroaching on the existing paved play area or reducing the size of the parking spaces and aisles below the applicable standard and in accordance with Village requirements) and make such other improvements as necessary so that there exists the same number of parking spaces presently existing in the existing parking lot of the Entire Parcel as of the date of this Declaration, or such greater number mandated by the Village requirements.

1.3 Creation of Open Area. The area of the Development Parcel located immediately adjacent to and north of the Fence up to the northerly lot line for the Development Parcel (the "Open Area") shall not be used or improved by Buyer Parties for any use inconsistent with its intended use as open, green space that is safe for children and the Open Area Easement. Buyer shall landscape and maintain the Open Area consistent with other landscaping located upon the Seller's Parcel and the foregoing use. Buyer shall not construct any structures within the Open Area, without Seller's prior written consent (which shall not be unreasonably withheld; provided, Seller shall not be obligated to consent to any structures which are not consistent with the intended use by Seller Parties of the Open Area). The Open Area is generally depicted on EXHIBIT C hereto.

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ARTICLE 2 - EASEMENTS

2.1 Seller's Easement Rights Upon Open Area. Buyer hereby grants and demises to Seller a non-exclusive, unrestricted easement to use the Open Area for ingress and egress and for use consistent with the Seller's customary operation of the day school upon the School Parcel including as a play area and, to the extent it will not cause the Development Parcel to violate the Village requirements, parking (hereinafter the "Open Area Easement"). Buyer shall not be required to: (a) pave or otherwise improve the Open Area in order to accommodate Seller's parking or (b) repair any damage to the Open Area caused by Seller's use thereof for parking, such repair to be made by Seller. Except as expressly provided or allowed under this Declaration, the Open Area Easement shall be for the use of Seller's officers, directors, shareholders, employees, students, invitees and agents (collectively the "Seller Parties") and by no other party or person, except Seller's successors and assigns. In connection with the Seller Parties' use of the Open Area Easement, Seller shall take reasonable precautions to protect the improvements thereon and shall repair any damage made by Seller Parties thereto (except for ordinary wear and tear). Except as expressly provided or allowed under this Declaration, Buyer shall not grant any easement to, or permit or suffer any use or occupancy of the Open Area by, any person or entity other than the Seller Parties or the Buyer Parties.

2.2 Buyer's Easement Rights Upon School Parcel. Seller hereby grants and demises to Buyer a non-exclusive, limited easement over and across the surface of the 15 feet of the School Parcel immediately north of and adjacent to the northerly lot line of the Development Parcel for the sole purpose of ingress and egress in order to, in accordance with this Agreement: (a) construct and maintain the Fence; and (b) construct and maintain the Open Area (hereinafter the "Maintenance Easement"). The Maintenance Easement shall not include any portion of the School Parcel which is at any time occupied by a building or structure on the School Parcel. The area of the Maintenance Easement is generally depicted on EXHIBIT C hereto. The Maintenance Easement shall be for the use of Buyer's officers, directors, shareholders, employees, contractors, invitees and agents (collectively the "Buyer Parties") and by no other party or person, except the successors and assigns of the Buyer Parties. In connection with the Buyer Parties' use of the Maintenance Easement, Buyer shall take reasonable precautions to protect the improvements thereon and shall repair any damage made by Buyer Parties thereto (except for ordinary wear and tear). Before the Maintenance Easement is used by any of the Buyer Parties (except with respect to routine mowing and landscaping maintenance to the Open Area provided by vendors who have been previously made known to Seller), Seller shall be provided with notice, not less than twenty-four hours and not more than seventy-hours, prior to such intended use, which notice shall identify any individuals who will be on any part of the School Parcel and the proposed action.

2.3 Cross-Indemnification. The party benefited by each easement herein declared agrees to indemnify, defend and hold the owner, tenants, invitees, and agents of the correspondingly burdened property harmless from and against any and all liability, claims, damages, expenses (including reasonable attorney's fees), judgments, proceedings and causes of action for injury to or death of any person or damage to or destruction of any property resulting from or incident to the use and occupancy of the easement by the party so benefited, or by any person, claiming under such

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party, unless caused by the breach of this Declaration or the negligent or willful act or omission of the indemnified person, its agents, contractors or employees.

ARTICLE 3 – USE RESTRICTION

3.1 Restriction Upon Development Parcel. Subject to the terms of this Agreement, the Development Parcel shall be used only for residential purposes and shall not contain in excess of twenty-eight townhomes or single-family residences. Buyer's use shall include the construction of residential dwellings and related improvements and common areas. The restriction created hereby shall not be violated by the conduct of "home offices" or "home businesses" by owners of residences on the Development Parcel so long as such is permitted under applicable Village ordinances.

ARTICLE 4 - GENERAL PROVISIONS

4.1 Covenants Run With The Land. The restrictions imposed, the easements declared and the obligations provided herein shall run with the land and shall burden and benefit the burdened Parcels and the benefitted Parcels, respectively.

4.2 Successors and Assigns. This Declaration shall inure to the benefit of any and be binding upon the parties, their successors and assigns, and upon any person acquiring a Parcel, or any portion thereof, or any interest therein, whether by operation of law or otherwise (each such person being referred to as an "Owner"); provided, however, that if any Owner sells all or any portion of its interest in any Parcel, such Owner shall thereupon be released and discharged from any and all obligations as Owner, in connection with the interest sold by it, arising under this Declaration after the sale and conveyance of title. The new Owner of any such Parcel or any portion thereof (including, without limitation, any Owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all obligations arising under this Declaration with respect to such Parcel or portion thereof accruing after the date of sale and conveyance of title.

4.3 Duration. (a) This Agreement shall remain in full force and effect until released by a written agreement signed by all then current Owners of the Parcels. Notwithstanding the foregoing, the following shall terminate immediately and become null and void if the School Parcel shall cease to be used for school purposes: (i) Buyer's obligations to create and maintain the Open Area pursuant to Section 1.3; (ii) Seller's easement rights to the Open Area Easement set forth in Section 2.1; (iii) the rights of the Buyer Parties to use that portion of the Maintenance Easement which is directly north of the Open Area; and (iv) the use restrictions for the Development Parcel created by Section 3.1.

(b) Further, if and to the extent that any of the covenants herein would otherwise be unlawful or void for violation of (i) the rule against perpetuities, (ii) the rule restricting restraints on alienation, or (iii) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provisions concerned shall continue and endure only until the expiration of a period of twenty one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of George W. Bush, President of the United States, living at the date of this Declaration.

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4.4 Modification and Termination. This Declaration may not be modified in any respect whatsoever or terminated, in whole or in part, except by a written, recorded agreement signed by all Owners.

4.5 Liability Insurance. Each Owner shall (with respect to its Parcel) maintain commercial general liability insurance naming the other Owners as additional named insureds for those responsibilities, indemnities and other matters for which such Owner is obligated under all other provisions of this Declaration, and providing coverage with a combined bodily injury, death and property damage limit per occurrence in reasonable amounts. Notwithstanding the foregoing, an Owner shall not be required to expend more than \$500 in connection with the addition of the other Owners as additional insured under its policy of insurance. Each Owner shall, upon request of another Owner, provide the requesting Owner with certificates of insurance demonstrating compliance with this Section 4.5 and with the requirements for obtaining subrogation endorsements in accordance with Section 4.6 below. Notwithstanding the foregoing, the Owner of the School Parcel shall not be required to name any additional insureds hereunder unless and until it receives written notice identifying the name of the Owner requested to be named as an additional insured.

4.6 Waiver of Subrogation. Each Owner of a Parcel, for itself and those claiming through or under such Owner whether by right of subrogation or otherwise, releases the other Owners and their respective partners, members, officers, managers, directors, employees, beneficiaries and agents from liability for loss or damage to property that is covered by a valid and collectible insurance policy, including, but not limited to that required to be maintained in accordance with Section 4.5 above. Each Owner of a Parcel shall, upon request of the other party, attempt to obtain a subrogation endorsement that this release will not adversely affect or impair the policy or prejudice the right of the insured to recover under the policy with respect to each policy of insurance maintained in accordance with Section 4.6 above, regardless or whether an additional premium is charged therefor. Notwithstanding the foregoing, an Owner shall not be required to expend more than \$500 in connection with obtaining the aforementioned endorsement and further, if such an endorsement is not available from an Owner's insurance carrier or if this waiver will invalidate coverage under any Owner's policy, the provisions of this Section 4.6 shall not apply to any such Owner.

4.7 Mechanics' Liens. Each Owner performing construction within another Owner's Parcel shall do so free from mechanics' and materialmen's liens or charges due or claimed to have been performed or supplied, to the constructing Owner. Immediately upon the filing of any such mechanics' or materialmen's liens, the constructing Owner shall pay, remove, discharge, or, with the approval of such other Owner, bond off or otherwise remove by the posting of security, any mechanics' or materialmen's liens becoming a charge against such other Owner's Parcel.

4.8 Estoppel Certificates. The Owner of each Parcel shall, upon request of the Owner of any other Parcel, provide such other Owner or such other Owner's proposed or existing tenant, assignee or mortgagee, without charge a certificate in form as reasonably provided by such other Owner certifying, if and to the extent true, that such other Owner is not in default under this Declaration and that this Declaration is in full force and effect or, if untrue, specifying the nature of such default or invalidity or defect. The estoppel letter shall be returned within fifteen (15) days of receipt thereof. In the event an estoppel letter is not returned within the fifteen (15) days, the third

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party for whom the estoppel was requested shall be entitled to presume that the party that requested the estoppel certificate is not in default under this Agreement.

4.9 Condemnation Proceeds. If any part or all of any Parcel shall be voluntarily or involuntarily acquired or condemned under the power of eminent domain, no Owner of any other Parcel, nor its tenants, occupants or mortgagees, shall be entitled to or apply for or receive any part of any award therefor as damages or otherwise, such other Owner, for itself, its tenants, occupants and mortgagees, waiving any right or claim therefor whatsoever.

4.10 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Parcels to the general public or for any public purpose whatsoever, it being the intention of the parties that this Declaration shall be strictly limited to and for the purposes herein expressed. This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise specifically provided herein.

4.11 Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Declaration shall entitle any Owner to terminate this Declaration, but such limitations shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Declaration.

4.12 Default. As used herein, an "Event of Default" shall mean a default by an Owner hereunder (a "Defaulting Owner") and the failure of the Defaulting Owner to cure the same within thirty (30) days from receipt of written notice from any other Owner declaring such default ("Declaring Owner"). Said notice shall specify in reasonable detail the particulars in which such Defaulting Owner has failed to perform the obligations of this Declaration. However, the foregoing 30-day cure period may be extended so long as is reasonably necessary if such default (except the failure to pay money) cannot be rectified within said thirty (30) day period and the Defaulting Owner is using good faith and its best efforts to rectify the particulars specified in the notice of default, provided that extension shall not exceed 180 days. Upon an Event of Default, the Declaring Owner shall have the right, but not the obligation, to take such steps as are reasonably necessary to cure such default, whereupon the Defaulting Owner shall, promptly upon demand, reimburse the Declaring Owner for all costs and expenses reasonably incurred in effecting such cure. Further, in the event of an emergency where the Defaulting Owner's failure to perform the obligations under this Declaration places another Owner or such Owner's Parcel in jeopardy of imminent harm, the Declaring Owner may, without the necessity of declaration of a default and with only such notice as shall be practicable under the circumstances, rectify such failure and perform such obligations with a right to reimbursement as set forth in the preceding sentence. All amounts of money required to be paid hereunder, whether arising upon a default or a duty to reimburse the Declaring Owner shall become a continuing lien and charge on the Defaulting Owner's Parcel upon the recording of a notice of such lien with the Cook County Recorder's Office (a "Notice of Lien"). Such lien shall be superior to all other liens and charges against the Parcel, except only the lien for ad valorem real property taxes and all sums unpaid on any mortgage of record securing indebtedness borrowed with respect to a Parcel or borrowed with respect to any residence constructed on a portion of a Parcel. The Declaring Owner may institute suit against the Defaulting Owner to foreclose the lien. Additionally, a

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Declaring Owner shall have the right to enjoin any violation of this Declaration in a court of competent jurisdiction. The rights of injunction shall be in addition to all other remedies set forth in this Declaration or available at law or equity. In the event the lender of any Parcel shall give the Owners of the other Parcels written notice that the lender has a mortgage on one of the Parcels, and along with the notice gives the lender's mailing address, copies of all notices of default sent to the Defaulting Owner of the Parcel encumbered by the mortgage will be given to the lender, and the lender shall have the same right to cure that the Defaulting Owner of the Parcel encumbered by the mortgage has under this Declaration.

4.13 Notices. All notices to be given pursuant to this Declaration shall be in writing and shall be given by United States mail or an established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate party) as follows. The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other parties. If at any time the legal title holder of a Parcel cannot be readily identified, notice shall be given in care of the name and address shown for the respective Parcel on the then current real property tax rolls in Cook County, Illinois.

If to Seller: Cheder Lubavitch Hebrew Day School, Inc.
5201 West Howard
Skokie, Illinois 60077
Attn: Rabbi Wolf

If to Buyer: Park/Main LLC
3700 West Devon Avenue
Suite A
Lincolnwood, Illinois 60712
Attn: President

All notices given pursuant to this Declaration shall be deemed given upon "receipt" which shall mean any of the following: (i) the date of receipt, (ii) the date of actual receipt of the notice or other document by the person specified pursuant to this paragraph, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the date of the attempted delivery or refusal to accept delivery.

4.14 Waiver. The failure of a person to insist upon strict performance or compliance with any of the restrictions, easements and obligations contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in any of the restrictions, easements and obligations contained herein by the same or any other person.

4.15 Attorneys' Fees. In the event any person entitled to the benefits of this Declaration brings or commences any legal action to enforce or interpret any of the terms of this Declaration and obtains a judgment, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees (including its reasonable costs and attorneys' fees on any appeal) and all court costs in addition to all other appropriate relief.

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4.16 Severability. If any term or provision of this Declaration or the application thereof to any person or circumstances shall to any extent be invalid and unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Declaration shall be valid and shall be enforced to the extent permitted by law.

4.17 Limitation of Liability. If an Owner shall recover a money judgment against a Defaulting Owner (including any Residential Owner, as defined below), such judgment shall be satisfied solely out of the proceeds of sale received upon execution of such judgment and levy thereon against the right, title and interest of the Defaulting Owner in the Defaulting Owner's Parcel(s). No Defaulting Owner (nor any successor, assign, agent, member, manager, partner or joint venturer of a Defaulting Owner, including any Residential Owner) shall be personally liable for any deficiency.

4.18 Entire Agreement. This Declaration contains the entire agreement between the Owners and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Declaration shall be construed as a whole and not strictly for or against any Owner.

4.19 Construction. In construing the provisions of this Declaration and whenever the context so requires the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

4.20 Joint and Several Obligations. In the event any Owner hereto is composed of more than one person, the obligations of said Owner shall be joint and several.

4.21 Recordation. This Declaration shall be recorded in the Official Public Records of Cook County, Illinois.

4.22 Effect on Owners of Development Parcel Residences. (a) Notwithstanding anything to the contrary contained herein, this Declaration shall not be personally binding upon or enforceable against any "Residential Owner" (as defined below), except that amounts becoming due to the Owner of the School Parcel from the Owners of the Development Parcel as disclosed in a Notice of Lien filed against the Development Parcel (hereinafter "Lien Amounts") shall become a lien upon each "Residential Lot" (as defined below) in an amount equal to the Lien Amounts multiplied by each Residential Owner's "Percentage Interest" (as defined). By way of example only, if the Owner of the School Parcel is owed \$5,000 and a particular Residential Owner has a Percentage Interest of 5%, then the Residential Lot owned by said Residential Owner shall be encumbered by a lien in the amount of \$250.00.

(b) As used herein: (i) the term "Residential Owner" shall mean any person or entity which purchases a completed (or substantially completed) residence built upon a Residential Lot; (ii) the term "Residential Lot" shall mean any portion of the Development Parcel upon which a residence is constructed and which is conveyed to a Residential Owner; and (iii) the term "Percentage Interest" shall mean: (A) 100% until a declaration is recorded against the Development

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Parcel setting other percentage interests for each Residential Lot (provided such other percentage interests sum to 100%); and (B) after the recording of the aforementioned declaration, that percentage interest which each Residential Owner owns in and to the common area as disclosed by the recorded declaration.

4.23 Platting of the Parcels. If at any time in the future the Parcels shall become subject to a plat of subdivision, the terms of this Declaration shall continue in full force and effect until otherwise terminated pursuant to the terms hereof.

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[signatures follow on next two pages]

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IN WITNESS WHEREOF, this Declaration of Easements and Restrictions has been executed on and as of the date first set forth above

BUYER:

PARK/MAIN LLC, an Illinois limited liability company

By: *Samuel Grill*
Name: Samuel Grill
Title: Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Margaret A. Herron, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Samuel Grill, the Manager of **PARK/MAIN LLC**, 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 acknowledged that they signed, sealed and delivered the said instrument, on behalf of the corporation and as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 30th day of October, 2003.

"OFFICIAL SEAL"
Margaret A. Herron
Notary Public, State of Illinois
My Commission Exp. 09/19/2006

Margaret A. Herron
Notary Public

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EXHIBIT A

Legal Description of Entire Parcel

PARCEL 1:

LOTS 1 TO 13, BOTH INCLUSIVE, AND LOTS 34 TO 42, BOTH INCLUSIVE, IN BLOCK 2 (EXCEPTING FROM SAID LOTS 11, 12, 13 IN BLOCK 2, THAT PART THEREOF LYING SOUTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 13, 74.60 FEET NORTH OF THE SOUTHWEST CORNER THEREOF, THEN EXTENDING SOUTHEASTERLY TO A POINT ON THE EAST LINE OF SAID LOT 11, 104 FEET NORTH OF THE SOUTHWEST CORNER THEREOF AND EXCEPTING FROM SAID LOTS 34, 35 AND 36 IN BLOCK 2, THAT PART THEREOF LYING SOUTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 34, 63 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THEN EXTENDING SOUTHEASTERLY TO A POINT ON THE SOUTH LINE OF SAID LOT 36, 28.2 FEET EAST OF THE SOUTHWEST CORNER THEREOF) IN METROPOLITAN'S HOWARD-LARAMIE GARDENS SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL THE VACATED PUBLIC ALLEYS IN BLOCK 2 LYING WEST OF THE WEST LINE OF LARAMIE AVENUE AND EAST OF THE EASTERLY LINE OF EDEN EXPRESSWAY, ALL IN METROPOLITAN'S HOWARD-LARAMIE GARDENS SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS VACATED BY ORDINANCE RECORDED AS DOCUMENT NUMBER 16619957, IN COOK COUNTY, ILLINOIS.

ALSO,

THAT PART OF VACATED PUBLIC STREET KNOWN AS JEROME AVENUE LYING WEST OF THE WEST LINE OF LARAMIE AVENUE AND EAST OF THE EASTERLY LINE OF EDEN EXPRESSWAY AND LYING SOUTH OF A LINE DRAWN FROM A POINT ON THE WEST LINE OF LARAMIE AVENUE 299.79 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 10 TO A POINT ON THE WEST LINE OF 16 FOOT VACATED ALLEY 51.35 FEET NORTH OF THE SOUTH LINE OF JEROME STREET AS MEASURED ON SAID WEST LINE OF VACATED ALLEY, ALL IN THE METROPOLITAN'S HOWARD-LARAMIE GARDENS SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS VACATED BY ORDINANCE RECORDED AS DOCUMENT NUMBER 16619957, IN COOK COUNTY, ILLINOIS.

PINS:	10-28-303-042	10-28-303-043	10-28-307-043
	10-28-307-044	10-28-307-045	10-28-307-046

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EXHIBIT B

Legal Description of Development Parcel

THAT PART OF METROPOLITAN'S HOWARD-LARAMIE GARDENS, BEING A SUBDIVISION IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT 9328383, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 IN BLOCK 1 IN SAID METROPOLITAN'S HOWARD-LARAMIE GARDENS; THENCE SOUTH 00 DEGREES, 48 MINUTES, 14 SECONDS WEST ALONG THE WEST LINE OF LARAMIE AVENUE, A DISTANCE OF 268.53 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES, 44 MINUTES, 07 SECONDS WEST, A DISTANCE OF 174.92 FEET; THENCE NORTH 00 DEGREE, 15 MINUTES, 53 SECONDS EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 11.79 FEET; THENCE NORTH 89 DEGREES, 44 MINUTES, 07 SECONDS WEST, A DISTANCE OF 259.25 FEET TO THE SOUTHWEST CORNER OF LOT 27 IN BLOCK 1 IN SAID METROPOLITAN'S HOWARD-LARAMIE GARDENS; THENCE SOUTH 18 DEGREES, 43 MINUTES, 31 SECONDS EAST, A DISTANCE OF 69.80 FEET TO THE NORTHWEST CORNER OF LOT 34 IN BLOCK 2 IN SAID METROPOLITAN'S HOWARD-LARAMIE GARDENS; THENCE SOUTH 00 DEGREE, 48 MINUTES, 14 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 34, A DISTANCE OF 60.91 FEET; THENCE SOUTH 54 DEGREES, 00 MINUTE, 35 SECONDS EAST, A DISTANCE OF 135.28 FEET TO THE NORTH LINE OF LOT 16 IN SAID BLOCK 2; THENCE SOUTH 89 DEGREES 44 MINUTES 07 SECONDS EAST ALONG SAID NORTH LINE AND ALONG THE NORTH LINE OF LOTS 15 AND 14 IN SAID BLOCK 2, A DISTANCE OF 69.32 FEET OF THE NORTHEAST CORNER OF SAID LOT 14; THENCE SOUTH 00 DEGREE, 48 MINUTES, 14 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 14, A DISTANCE OF 49.31 FEET; THENCE SOUTH 54 DEGREES, 03 MINUTES, 13 SECONDS EAST, A DISTANCE OF 127.89 FEET TO THE SOUTH LINE OF SAID BLOCK 2; THENCE SOUTH 89 DEGREES, 44 MINUTES, 07 SECONDS EAST ALONG SAID SOUTH LINE, A DISTANCE OF 126.48 FEET TO THE SOUTHEAST CORNER OF LOT 10 IN SAID BLOCK 2; THENCE NORTH 00 DEGREE, 48 MINUTES, 14 SECONDS EAST ALONG THE EAST LINE OF SAID BLOCK 2 AND THE NORTHERLY EXTENSION THEREOF, ALSO BEING THE WEST LINE OF LARAMIE AVENUE, A DISTANCE OF 318.02 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

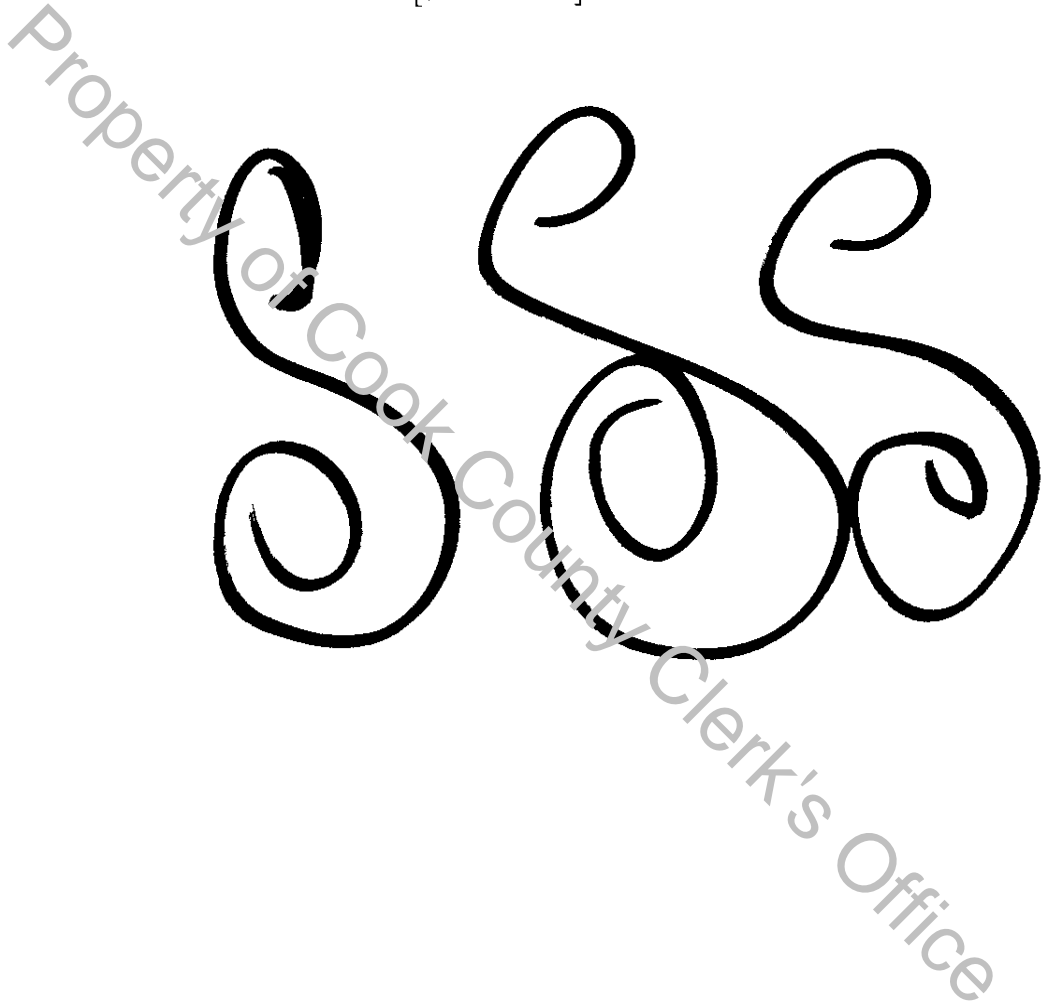
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EXHIBIT C

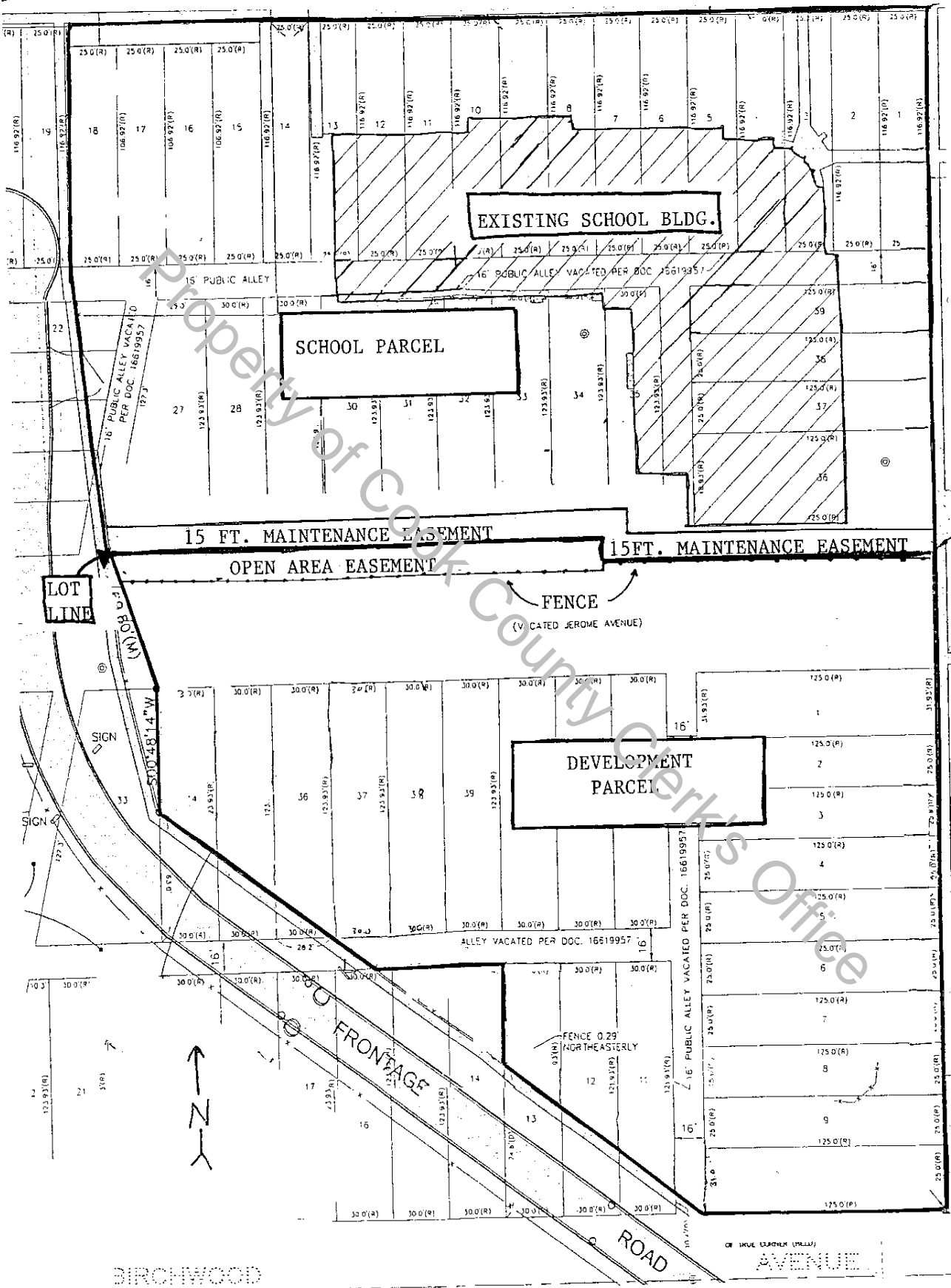
Sketch of Fence Location, Easement Areas and Open Area

[see attached]



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HOWARD STREET



LARAMIE AVENUE

BIRCHWOOD

DE WIVE (LAWREN) (PULL)