



Doc#: 0410331037  
Eugene "Gene" Moore Fee: \$56.00  
Cook County Recorder of Deeds  
Date: 04/12/2004 01:32 PM Pg: 1 of 17

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**FIRST AMENDMENT TO CREDIT DOCUMENTS**

THIS FIRST AMENDMENT TO CREDIT DOCUMENTS (this "Amendment") is made as of this 7th day of April, 2004, by and among ARLINGTON HEIGHTS HOUSING PARTNERS LIMITED PARTNERSHIP, a Wisconsin limited partnership ("Partnership"), with its principal place of business located at 2 Science Court, Madison, Wisconsin 53711, and the sole general partner of which is Madison Real Estate Limited Partnership, a Colorado limited partnership ("General Partner"), LASALLE BANK NATIONAL ASSOCIATION (successor to American National Bank and Trust Company of Chicago), not personally, but solely as trustee under Trust Agreement, dated June 1, 1985 (the "Land Trust Agreement"), and known as Trust No. 64424 ("Land Trustee" and, together with Partnership, "Borrower"), and HELLER FINANCIAL, INC., a Delaware corporation ("Heller") with a mailing address at 500 West Monroe Street, 15th Floor, Chicago, Illinois 60661.

**RECITALS**

A. Heller has issued its Irrevocable Transferable Letter of Credit No. 97-023 in the original stated amount of \$14,235,205.48 for the benefit of U.S. Bank National Association, as trustee, for the account of Borrower (the "Letter of Credit"), pursuant to that certain Letter of Credit Agreement dated as of May 1, 1997 (the "Letter of Credit Agreement"), the obligations of Borrower under which are secured by, among other things, that certain Mortgage, Assignment of Rents and Security Agreement dated as of May 1, 1997 and recorded May 22, 1997 as Document 97364328, and re-recorded June 3, 1997 as Document 97391460, against the property described in Schedule II attached hereto; and

B. Borrower has requested Heller to extend the maturity date of the Loan (as defined in the Mortgage) and the stated expiration date of the Letter of Credit from May 31, 2004 to August 31, 2004; and

THIS DOCUMENT WAS PREPARED BY AND  
AFTER RECORDING SHOULD BE MAILED TO:

Jerry B. Wallack  
Kutak Rock LLP  
One South Wacker Drive, Suite 2050  
Chicago, Illinois 60606

Street Address: See Schedule II attached hereto  
Permanent Real Estate Tax Index No(s):  
See Schedule II attached hereto

Box 333

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C. Heller has considered Borrower's request and is amenable to such request, provided that Borrower enters into this Amendment and complies, or causes compliance, as the case may be, with all of the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the premises, and in order to induce Heller to extend the maturity date of the Loan and the stated expiration date of the Letter of Credit, and amend the Credit Documents, pursuant to the terms hereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Definitions.** Unless otherwise defined herein, all capitalized words and phrases used in this Amendment shall have the same meanings as are specifically set forth in the Letter of Credit Agreement.

2. **Amendments to Credit Documents.** (a) Each of the Credit Documents is hereby amended to change references from "May 31, 2004" to "August 31, 2004" as such pertains to the maturity date of the Loan and the stated expiration date of the Letter of Credit.

(b) Notwithstanding anything in the Credit Documents to the contrary, for purposes of calculating the Appraised Value of the Mortgaged Property should an Appraisal Event occur on or prior to July 8, 2004, appraisals dated on or after February 25, 2004 and on or prior to July 8, 2004 shall be deemed to be timely and in conformance with the delivery requirements of the Credit Documents, provided that all other conditions set forth therein have been met.

(c) All references in the Credit Documents to American National Bank and Trust Company of Chicago as trustee under the Land Trust Agreement shall be read as meaning LaSalle Bank National Association as successor trustee under the Land Trust Agreement.

3. **Acknowledgment of Borrower; Agreement of Lender.** Borrower hereby acknowledges and agrees that: (a) Borrower has no defense, offset or counterclaim with respect to the payment of any sum owed to Heller, or with respect to the performance or observance of any warranty or covenant contained in any of the Credit Documents; and (b) Heller has performed all obligations and duties owed to Borrower through the date hereof.

Heller hereby agrees that if, on or prior to July 8, 2004, (a) Borrower and Heller agree on the amount (the "Pay-Off Amount") to be due and owing to Heller under the Letter of Credit Agreement should an Alternate Credit Facility be delivered by Borrower to Trustee under the Indenture on or prior to such date, and (b) Partnership, on behalf of Borrower, executes and delivers to Heller a letter (in such form as is provided by Heller) setting forth the Pay-Off Amount, then Heller agrees to deliver to Borrower, for execution and delivery to the Trustee in accordance with the Indenture, a certificate substantially in the form of Exhibit A attached hereto.

4. **Representations and Warranties.** To induce Heller to amend the Credit Documents, Borrower represents and warrants to Heller that:

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(a) Representations and Warranties. On the date hereof, the representations and warranties set forth in Article Four of the Letter of Credit Agreement are true and correct with the same effect as though such representations and warranties had been made on the date hereof, except to the extent that such representations and warranties expressly relate to an earlier date.

(b) Authority. Borrower has full power and authority to incur, perform and consummate the obligations provided for under this Amendment, all of which have been duly authorized by all proper and necessary partnership and corporate action. No consent or approval of partners, directors or any public authority or regulatory body which has not been obtained is required as a condition to the validity or enforceability of this Amendment.

(c) Amendment as Binding Agreement. This Amendment constitutes the valid and legally binding obligation of Borrower fully enforceable against Borrower in accordance with its terms.

(d) No Conflicting Agreements. The execution and performance by Borrower of this Amendment will not (i) violate any provision of law, any order of any court or other agency of government, the partnership agreement of Borrower or General Partner, the Articles of Incorporation or By-Laws of the general partner of General Partner, or the Land Trust Agreement; or (ii) violate any indenture, contract, agreement or other instrument to which Borrower is a party, or by which any of its property is bound, or be in conflict with, result in a breach of or constitute (with due notice and or lapse of time) a default under, any such indenture, contract, agreement or other instrument; or (iii) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Borrower, other than in favor of Heller and/or Heller's parent, General Electric Capital Corporation ("GECC"), or for the benefit of Heller and/or GECC.

(e) Solvency; No Change. Neither Borrower, nor any partner in Borrower, nor any Principal is insolvent, and there has been no (i) assignment for the benefit of creditors of any of them, (ii) appointment of a receiver for any of them or their property, or (iii) bankruptcy, reorganization, or liquidation proceeding instituted by or against any of them. Since May 22, 1997 there has been no material adverse change in the structure, business operations, credit prospects or financial condition of Borrower, General Partner, any Principal or the Project.

5. Effectiveness of Amendment. (a) Conditions Precedent. The amendments set forth above shall become effective as of the date of this Amendment upon (i) the execution and delivery of this Amendment, (ii) the receipt by Heller of Items 1-4, 6 and 7 from the documents described on Schedule 1 attached hereto, each such document to be duly executed (other than Item 7) and dated the date hereof, and each such document to be in form and substance satisfactory to Heller, and (iii) the filing of UCC Financing Statements (containing the same information as was contained in the original UCC Financing Statements filed with respect to the predecessor to the Land Trustee at the time of issuance of the Letter of Credit) with respect to the Land Trustee with (1) the Recorder of Deeds of Cook County, Illinois, and (2) the Secretary of State of Illinois.

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(b) Conditions Subsequent. By April 25, 2004, Borrower shall (i) cause Chicago Title Insurance Company to (1) record this Amendment, and (2) deliver to Heller Item 5 from the documents described on Schedule 1 attached hereto, such document to be in form and substance satisfactory to Heller, and (ii) deliver to Heller stamped secured party counterparts of the UCC Financing Statement filings referred to in (a)(iii) of this paragraph.

6. Effect on Credit Documents. Except as specifically amended hereby, the terms and provisions of the Credit Documents are in all other respects ratified and confirmed and remain in full force and effect. No reference to this Amendment need be made in any notice, writing or other communication relating to the Credit Documents, any reference to a Credit Document being deemed to be a reference thereto as amended by this Amendment.

7. Fees and Expenses. Borrower hereby agrees to pay all reasonable out-of-pocket expenses incurred by Heller in connection with the preparation, negotiation and consummation of this Amendment, and all other documents related hereto, including, without limitation, the reasonable fees and expenses of Heller's counsel, and any filing fees, title insurance premiums, and recordation tax required in connection with the filing of any documents necessary to consummate the provisions of this Amendment.

8. Release. In consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Borrower and Principals, for itself and to the extent legally capable of doing so, on behalf of all present and former officers, directors, stockholders, agents, employees, predecessors, subsidiaries, affiliates, successors and assigns (all of the foregoing hereafter collectively referred to as "Releasors") have fully and forever remised, released and discharged and do hereby fully and forever remise, release and discharge Heller, and each and all of its subsidiary and affiliated corporations, companies, divisions, predecessors, successors and assigns, and each and all of its directors, officers, employees, attorneys, accountants, consultants, and other agents, of and from all manner of actions, cause and causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, judgments, executions, claims and demands whatsoever, of or relating to the Credit Documents, this Amendment or the Mortgaged Property, which the Releasors, jointly or severally, have had, may have had, or now have, or which the Releasors, jointly or severally, hereafter can, shall or may have, for or by reason of any matter, cause or thing whatsoever, whenever arising, to and including the date of this Amendment.

9. No Custom. This Amendment shall not establish a custom or course of dealing or waive, limit or condition the rights and remedies of Heller under the Credit Documents, all of which are expressly reserved.

10. Governing Law. This Amendment shall be construed in accordance with and governed by the laws of the State of Illinois, without regard to the conflict of laws principles thereof.



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11. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed original and all of which taken together shall constitute one and the same Amendment.

12. **Severability.** If any provision of this Amendment or the application thereof to any party or circumstance is held to be invalid or unenforceable, the remainder of this Amendment and the application of such provision to other parties and circumstances will not be affected thereby, the provisions of this Amendment being severable in any such instance.

13. **Right to Replace Enhancement.** Notwithstanding anything in the Credit Documents to the contrary, to the extent such would not have an adverse effect on the rating then applying to the Bonds, Heller reserves the right to direct Borrower to effect the provisions of the Bond Documents in order to either cause the delivery of an Alternate Credit Facility consisting of a letter of credit or corporate guaranty from General Electric Company or any affiliate or subsidiary thereof; should Heller so direct Borrower, Borrower shall promptly take all steps required under the Bond Documents to effect the delivery of such Alternate Credit Facility, and shall pay the cost thereof. Borrower understands and agrees that, effective August 18, 2003 (as delivered to the Trustee on August 28, 2003), General Electric Capital Corporation, a Delaware corporation and owner of Heller ("GECC"), executed a Guaranty (the "Guaranty") of Heller's obligations under the Letter of Credit; as such, should GECC ever be called upon by the Trustee to make payment to the Trustee or the Bondholders under the Guaranty in lieu of Heller making such payment under the Letter of Credit, and thereby become subrogated to Heller's rights under the Credit Documents, Borrower shall perform its obligations under the Credit Documents for the benefit of GECC to the extent of such subrogation.

14. **Exculpation of Land Trustee.** This Amendment is executed by LaSalle Bank National Association (as successor to American National Bank and Trust Company of Chicago), not personally, but solely as Land Trustee under the Land Trust Agreement, in the exercise of the power and authority conferred upon and vested in it as Land Trustee. All of the terms, provisions, stipulations, covenants and conditions to be performed by LaSalle Bank National Association are undertaken by it solely as Land Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief, and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LaSalle Bank National Association by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this Amendment.

[Signatures Appear on the Following Page]

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the date first above written, and General Electric Capital Corporation, as issuer of the Guaranty guarantying Heller's obligations under the Letter of Credit, has caused this Amendment to be executed by its duly authorized representative as of the date first above written for purposes of approving Heller's execution hereof.

**BORROWER:**

**ARLINGTON HEIGHTS HOUSING PARTNERS LIMITED PARTNERSHIP,**  
a Wisconsin limited partnership

By: Madison Real Estate Limited Partnership,  
a Colorado limited partnership, its general partner

By: Madison Investment Properties Corporation,  
a Wisconsin corporation, its general partner

By: Michael L. Morey  
Michael L. Morey, Vice President

**LASALLE BANK NATIONAL ASSOCIATION**  
(successor to American National Bank and Trust Company of Chicago), not personally, but solely as trustee under a Trust Agreement, dated June 1, 1985 and known as Trust No. 64424

By: Kathleen E. Shields  
Name: KATHLEEN E. SHIELDS  
Its: Trust Officer

BY: Richard Y. Guthrie  
RICHARD Y. GUTHRIE  
SENIOR VICE PRESIDENT

**HELLER/GECC:**

**HELLER FINANCIAL, INC.**  
**GENERAL ELECTRIC CAPITAL CORPORATION**

By: \_\_\_\_\_  
Robert E. Pfeiffer, Vice President

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the date first above written, and General Electric Capital Corporation, as issuer of the Guaranty guarantying Heller's obligations under the Letter of Credit, has caused this Amendment to be executed by its duly authorized representative as of the date first above written for purposes of approving Heller's execution hereof.

**BORROWER:**

**ARLINGTON HEIGHTS HOUSING PARTNERS LIMITED PARTNERSHIP,**  
a Wisconsin limited partnership

By: Madison Real Estate Limited Partnership,  
a Colorado limited partnership, its general partner

By: Madison Investment Properties Corporation,  
a Wisconsin corporation, its general partner

By: \_\_\_\_\_  
Michael L. Morey, Vice President

**LASALLE BANK NATIONAL ASSOCIATION**  
(successor to American National Bank and Trust Company of Chicago), not personally, but solely as trustee under a Trust Agreement, dated June 1, 1985 and known as Trust No. 64424

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

**HELLER/GECC:**

**HELLER FINANCIAL, INC.**  
**GENERAL ELECTRIC CAPITAL CORPORATION**

By: \_\_\_\_\_  
Robert E. Pfeiffer, Vice President

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STATE OF WISCONSIN )  
 ) SS  
COUNTY OF WI )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Michael L. Morey, the Vice President of Madison Investment Properties Corporation, a Wisconsin corporation and general partner of Madison Real Estate Limited Partnership, a Colorado limited partnership and general partner of Arlington Heights Housing Partners Limited Partnership, a Wisconsin limited partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation and limited partnerships, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1<sup>st</sup> day of April, 2004.

*Don A. Briggs*  
Notary Public

My Commission Expires:

6/24/07

Cook County Clerk's Office









**UNOFFICIAL COPY****EXHIBIT A****CERTIFICATE REGARDING AMOUNTS OWING TO  
CREDIT ENHANCER AND PLEDGED BONDS**

U.S. Bank National Association, as Trustee  
1555 N. RiverCenter Drive, Suite 301  
Milwaukee, Wisconsin 53212  
Attention: Corporate Trust Services/Steven J. Peterson

Gentlemen:

Reference is made to the Village of Arlington Heights, Illinois Variable Rate Demand Multifamily Housing Refunding Revenue Bonds (Dunton Tower Apartments Project) Series 1997, issued on May 22, 1997. The undersigned hereby certifies that (a) all amounts presently due and owing to the Credit Enhancer under the Collateral Documents have been paid, and (b) there are no Pledged Bonds currently outstanding under the Indenture. Borrower and Credit Enhancer have agreed that all amounts which shall become due and owing by Borrower to Credit Enhancer subsequent to the date hereof will be paid in full by Borrower on or prior to the Alternate Credit Facility Date. All terms not otherwise defined herein shall have the meanings set forth in the Amended and Restated Trust Indenture, dated as of May 1, 1997.

IN WITNESS WHEREOF, the undersigned has caused this certificate to be executed as of this \_\_\_\_ day of \_\_\_\_\_, 2004.

**ARLINGTON HEIGHTS HOUSING  
PARTNERS LIMITED PARTNERSHIP,**  
a Wisconsin limited partnership

By: Madison Real Estate Limited Partnership,  
a Colorado limited partnership, its general partner

By: Madison Investment Properties Corporation,  
a Wisconsin corporation, its general partner

By: \_\_\_\_\_  
Michael L. Morey, Vice President

ACNOWLEDGEMENT (Effective Through July 8, 2008):

**HELLER FINANCIAL, INC.  
GENERAL ELECTRIC CAPITAL CORPORATION**

By: \_\_\_\_\_  
Robert E. Pfeiffer, Vice President

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## SCHEDULE 1

### Closing Checklist

1. Opinion of Borrower's Counsel.
2. Certificate of Secretary of Madison Investment Properties Corporation.
3. Partnership's Certificate.
4. Land Trustee's Certificate
5. Endorsements to the ALTA Lender's Title Insurance Policy No. 1401-007651472-D1 issued by Chicago Title Insurance Company ("Title Company") under which Title Company certifies that it will not claim that policy coverage has terminated or been reduced solely by reason of (a) the execution of this Amendment, or (b) the succession of LaSalle Bank National Association as trustee under the Land Trust Agreement.
6. Consent of Principals.
7. UCC Financing Statement searches for Cook County, Illinois and the Secretary of State of Illinois, showing no filings, other than with respect to Heller (as secured party), for: (a) American National Bank and Trust Company of Chicago, not personally, but solely as trustee under Trust Agreement, dated June 1, 1985, and known as Trust No. 64424; or (b) LaSalle Bank National Association, not personally, but solely as trustee under Trust Agreement, dated June 1, 1985, and known as Trust No. 64424.
8. UCC Financing Statements with respect to the Land Trustee filed with (a) the Recorder of Deeds of Cook County, Illinois, and (b) the Secretary of State of Illinois.



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## SCHEDULE II

1. Street Address:

55 South Vail Avenue, Arlington Heights, Illinois 60005

2. Permanent Real Estate Tax Index Nos.:

03-29-347-005-0000  
03-29-347-007-0000  
03-29-347-008-0000  
03-29-347-012-0000  
03-29-347-013-0000  
03-29-347-021-0000  
03-29-347-030-0000  
03-29-347-031-0000  
03-29-347-032-0000

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## EXHIBIT A

### Legal Description

#### PARCEL 1:

LOTS 4 AND 5 IN BLOCK 26, AND LOTS 5, 6, 7 AND 8 IN BLOCK 31, TOGETHER WITH THE NORTH 1/2 OF VACATED ROBINSON STREET, LYING SOUTH OF AND ADJOINING SAID LOT 4 IN BLOCK 26 AND ALL THAT PART OF VACATED ROBINSON STREET, LYING SOUTH OF AND ADJOINING, SAID LOT 5 IN BLOCK 26 AND LYING NORTH OF, AND ADJOINING, SAID LOT 8 IN BLOCK 31 AS SHOWN ON THE "MAP OF THE TOWN OF DUNTON, COOK COUNTY" BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED DECEMBER 8, 1854 AS DOCUMENT NO. 55328 IN THE RECORDERS OFFICE OF COOK COUNTY, ILLINOIS AND RE-RECORDED MARCH 4, 1886 AS DOCUMENT NO. 695762 IN THE RECORDERS OFFICE OF COOK COUNTY, ILLINOIS.

#### PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AMENDED AND RESTATED DECLARATION AND AGREEMENT OF PARKING GARAGE EASEMENT DATED AS OF MAY 19, 1997 AND RECORDED MAY 22, 1997, AS DOCUMENT 97364326 AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 1, 1935 KNOWN AS TRUST NUMBER 64424, THE VILLAGE OF ARLINGTON HEIGHTS, ET AL., FOR:

- (i) REASONABLE INGRESS AND EGRESS FROM AND TO PUBLIC STREETS TO AND FROM THE GARAGE FACILITY AND FOR VEHICULAR TRAVEL AND FOR PARKING OVER AND UPON THE GARAGE FACILITY FOR MOTOR VEHICLES FOR WHICH A PARKING PERMIT HAS BEEN ISSUED;
- (ii) INGRESS, EGRESS AND TRAVEL OVER AND ACROSS THE GARAGE FACILITY AND THE GARAGE SITE FOR GRANTEE, OCCUPANTS, AND PARKING PERMIT HOLDERS AND THEIR RESPECTIVE INVITEES, LICENSEES, AND GUESTS;
- (iii) CONNECTION (AND RECONNECTION AS MAY BE REQUIRED) OF THE SKY BRIDGE (OR ANY REPLACEMENT THEREOF) TO THE GARAGE FACILITY IN ANY REASONABLE LOCATION, AS DETERMINED BY GRANTEE IN ITS SOLE DISCRETION, AND ADEQUATE INGRESS AND EGRESS TO THE SKY BRIDGE FOR GRANTEE, OCCUPANTS AND THEIR RESPECTIVE INVITEES, LICENSEES, AND

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GUESTS OVER, ACROSS AND UPON THE GARAGE SITE AND THE GARAGE BUILDING;

(iv) THE USE OF THE SKY BRIDGE SITE FOR THE PURPOSE OF CONSTRUCTION, OPERATION, AND MAINTENANCE OF THE SKY BRIDGE BY THE GRANTEE, INCLUDING, BUT NOT LIMITED TO, THE INSTALLATION, OPERATION AND MAINTENANCE OF HVAC AND UTILITY SYSTEMS SERVING THE SKY BRIDGE;

(v) REASONABLY ADEQUATE ACCESS FOR THE GARAGE FACILITY AND GARAGE SITE FOR PURPOSES OF MAINTAINING, SERVING, REPLACING, AND/OR REPAIRING THE GARAGE FACILITY AND THE SKY BRIDGE AND FOR PERFORMING ANY OBLIGATION OF GRANTOR THAT GRANTEE HAS THE RIGHT TO PERFORM; AND

(vi) FOR THE ENCRoACHMENT OF THE SKY BRIDGE ONTO OR OVER "VAIL STREET" AND THE GARAGE SITE

OVER THE FOLLOWING DESCRIBED LAND:

GARAGE SITE:

LOTS 5, 6, 7, 8, 9, AND THE NORTH 5 FEET OF LOT 10 AND THE NORTH 5 FEET OF LOT 11, AND ALL OF LOTS 12, 13, 14, 15, AND 16 IN SIEBURG'S SUBDIVISION OF BLOCK 25 (EXCEPT THE EAST 1/2 OF LOTS 1 AND 2) AND ALSO THE NORTH 1/2 OF BLOCK 32 AND SO MUCH OF ROBINSON STREET AS LIES BETWEEN SAID BLOCKS 25 AND 32 IN THE TOWN OF DUNTON IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

SKY BRIDGE SITE:

THAT PART OF BLOCKS 31 AND 32 AND OF VAIL STREET LYING ADJACENT THERETO, ALL IN THE TOWN OF DUNTON, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 8, 1854, AS DOCUMENT NUMBER 55328 AND RE-RECORDED MARCH 4, 1886, AS DOCUMENT NUMBER 695762 IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 31, THENCE NORTH 00 DEGREES 14 MINUTES 05 SECONDS WEST ALONG THE EAST LINE OF SAID VAIL STREET FOR 201.94 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 82 DEGREES 06 MINUTES 00 SECONDS EAST FOR 5.05 FEET TO A LINE THAT IS 5.00 FEET EAST OF AND PARALLEL TO THE EAST LINE OF VAIL STREET; THENCE

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NORTH 00 DEGREES 14 MINUTES 05 SECONDS WEST PARALLEL TO THE EAST LINE OF VAIL STREET FOR 14.14 FEET; THENCE NORTH 82 DEGREES 06 MINUTES 00 SECONDS WEST FOR 82.83 FEET TO A LINE 11.00 FEET WEST OF AND PARALLEL TO THE WEST LINE OF VAIL STREET; THENCE SOUTH 00 DEGREES 14 MINUTES 05 SECONDS EAST PARALLEL TO THE WEST LINE OF VAIL STREET FOR 14.14 FEET; THENCE SOUTH 82 DEGREES 06 MINUTES 00 SECONDS EAST FOR 77.78 FEET TO THE POINT OF BEGINNING; THE BOTTOM PLANE OF THE VERTICAL SPACE OF THE SKY BRIDGE SHALL BE (BASED ON VILLAGE OF ARLINGTON HEIGHTS BENCHMARK NO. 32903) FROM AN ELEVATION OF 704.57 FEET ON THE EAST LINE OF SAID PARCEL, TO AN ELEVATION OF 704.68 FEET ON THE WEST LINE OF SAID PARCEL; AND THE TOP PLANE OF THE VERTICAL SPACE OF THE SKY BRIDGE SHALL BE 13.00 FEET ABOVE SAID ELEVATIONS CITED FOR THE BOTTOM PLANE, IN COOK COUNTY, ILLINOIS.