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Prepared by
KLEIN, THORPE & JENKINS, LTD.
20 North Wacker Drive Suite 1660
Chicago, Illinois 60606



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**INCREMENTAL SALES TAX REBATE AGREEMENT
OPUS NORTH CORPORATION**

**AFTER RECORDING MAIL TO
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DASPIN & AUMENT, LLP
 DRAFT DATED APRIL 15, 2005
 BLACKLINED AGAINST
 DASPIN & AUMENT, LLP
 DRAFT DATED APRIL 8, 2005

INCREMENTAL SALES TAX REBATE AGREEMENT

THIS INCREMENTAL SALES TAX REBATE AGREEMENT ("Agreement") is made as of April 29, 2005 by and between the Village of Burr Ridge, Cook and DuPage Counties, Illinois, an Illinois municipal corporation ("Village") and Opus North Corporation, an Illinois corporation ("Developer").

RECITALS:

A. By that certain Development Agreement by and between the Village and the Developer dated as of the date hereof (the "Development Agreement"), the Village and the Developer entered into certain agreements with respect to the proposed development of certain property consisting of approximately 20 acres located at 501-1201 Burr Ridge Parkway, Burr Ridge, Illinois, south and east of the intersection of Interstate 55 and County Line Road, and legally described on Exhibit A attached hereto and made a part hereof (the "Property"), including, without limitation, agreements regarding construction of the Off-Site Roadway Improvements and the Public On-Site Roadway Improvements (each as defined in the Development Agreement) and cost sharing arrangements with respect thereto.

B. The Property is proposed to be developed by the Developer in phases, which development shall be pursuant to the B-2 General Business District with a special use for a planned development, consisting of a mixed use (i.e., retail, residential, and office), pedestrian-oriented "town center" (the planned development of the Property is sometimes hereinafter referred to as the "Project"). Concurrently herewith, the Village has adopted Ordinance No. 834-10-05 (the "Ordinance") approving the proposed development of the Property as a special use in the Village's B-2 General Business Zoning District.

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C. The Project, if completed, will increase employment opportunities in the Village, stimulate commercial growth and enhance the tax base of the Village, and otherwise carry out the objectives set forth in the Ordinance and the Development Agreement.

D. As an accommodation to the Village, the Developer has agreed, in the first instance, to pay all costs of the Off-Site Roadway Improvements up to \$4,000,000 (the "Off-Site Roadway Improvements Cap"). Any costs in excess of the Off-Site Roadway Improvements Cap shall be paid directly by the Village. The Village will reimburse the Developer for the Village's portion of the total cost of the Off-Site Roadway Improvements, as follows (i) the Village shall reimburse the Developer fifty percent (50%) of the first \$2,000,000 of Offsite Roadway Improvements costs, (ii) the Developer shall be responsible for one hundred percent (100%) of the Off-Site Roadway Improvements costs between \$2,000,000 and \$2,500,000, (iii) the Village shall reimburse the Developer fifty percent (50%) of the Offsite Roadway Improvements costs between \$2,500,000 and \$3,000,000, and (iv) the Village shall reimburse the Developer one hundred percent (100%) of the Off-Site Roadway Improvements costs between \$3,000,000 and \$4,000,000. The Developer shall be reimbursed the Village's portion of the Off-Site Roadway Improvements costs (the "Village Off-Site Reimbursement Amount") by means of a rebate to the Developer of a portion of the sales tax revenue generated from the Subject Property as provided herein.

E. The Developer has also agreed, in the first instance, to pay all costs of the Public On-Site Roadway Improvements. The Village shall reimburse the Developer in the amount of \$283,500 for the cost of a portion of the Public On-Site Roadway Improvements (the "Village Public On-Site Reimbursement Amount;" and collectively with the Village Off-Site Reimbursement Amount, the "Village Reimbursement Amount"). Pursuant to the Development Agreement, the Village shall reimburse the Village Reimbursement Amount to Developer by means of a rebate to the Developer of the

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sales tax revenue generated from the Project. All amounts, if any, reimbursing the Developer will become due and payable solely from Project Sales Taxes (as herein defined) received by the Village.

F. Unless otherwise provided herein, all capitalized words and terms used herein shall have the same meanings ascribed to such words and terms as in the Development Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration (including, without limitation, execution of the Development Agreement), the Village and the Developer hereby agree as follows:

1. **Conditions Precedent To The Undertakings On The Part Of The Village.**

The undertakings on the part of the Village to reimburse Owner pursuant to this Agreement are subject to satisfaction or waiver by the Village of the following conditions:

(i) On or before July 31, 2005, Developer or its nominee shall have acquired the Property, which acquisition shall be evidenced by a title insurance policy issued by Lawyers Title Insurance Corporation.

(ii) Developer shall have obtained approval of the conceptual development plan prepared by RTKL dated January 12, 2005, for the project entitled "Burr Ridge Town Center" (the "Project") and for the final development plan for the Project.

(iii) Developer shall have obtained the approval from all requisite governmental authorities regarding the utility systems serving the Project.

(iv) Developer shall have obtained approval from the Village of all required grading, excavation, and building permits with respect to the retail component of the Project pursuant to the Development Agreement.

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(v) Developer shall have delivered to the Village no less than thirty (30) days prior to the Initial Payment, and no less than thirty (30) days prior to each Subsequent Payment, a certificate dated within fifteen (15) days of receipt by the Village that all representations and warranties contained in Section 3.C of the Development Agreement are true and correct in all material respects; provided, however, that upon full completion of the Off-Site Roadway Improvements, no such certificate shall be required.

(vi) Developer shall have paid when due all real estate property taxes with respect to the Property, or shall be contesting payment thereof in accordance with applicable laws and regulations.

2. Reimbursement

A. Subject to the terms and conditions contained in this Agreement, the Village shall reimburse the Developer the Village Reimbursement Amount. Such reimbursement shall be made solely from annual Sales Taxes (as herein defined) generated from the operation of the Project ("Project Sales Taxes") as reported to the Village by the State of Illinois ("State").

B. For the purpose of this Agreement, the use of the term "Sales Tax" and "Sales Taxes" shall be construed to refer to the taxes imposed by the State as a retailer's occupation tax, a service occupation tax, a use tax, service use tax, or any other so-called "sales tax" or similar tax that may be imposed by the State, or any governmental agency or body created under the laws of the State, and available for distribution to the Village. As of the date of this Agreement, the portion of sales that equals the amount of Sales Taxes which are distributed to the Village (the "Sales Tax Rate") is one percent (1%) of the amount of sales.

3. Undertakings On The Part Of The Village

A. The term of this Agreement (the "Term") shall commence as of the date (the "Commencement Date") of this Agreement and shall end on the date (the "Termination Date") on which

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the Village has fully reimbursed the Developer the Village Reimbursement Amount, unless sooner terminated in accordance with the terms of this Agreement.

B. The initial payment year (hereinafter referred to as the "Initial Payment Year") shall be the twelve (12) month period commencing on January 1, 2007 (each subsequent 12-month period is hereinafter referred to as the "Subsequent Incentive Year"). With respect to Project Sales Taxes paid during the Initial Payment Year and each Subsequent Incentive Year thereafter, within fifteen (15) days after the receipt by the Village of the Village's share of the Project Sales Taxes from the State for the Initial Payment Year and each Subsequent Incentive Year, the Village shall distribute such amounts, subject however to the following conditions and restrictions:

(i) It is acknowledged and understood by and between the parties hereto that the Village receives Sales Tax revenue monthly, and that the taxes generated by sales in any one month are distributed to the Village approximately three (3) months later (e.g., the Village anticipates receiving Project Sales Taxes generated by sales in the last month of the Initial Payment Year by mid to late March of the next calendar year and distributing all Project Sales Taxes collected during the Initial Payment Year in accordance with the terms of this Agreement within fifteen (15) days after such date).

(ii) The incentive base for the Initial Payment Year and for each Subsequent Incentive Year shall be THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) (hereinafter referred to as the "Incentive Base"). For the Initial Payment Year and for each of the following Subsequent Incentive Years until the full amount due hereunder is paid, the Village shall be entitled to all Project Sales Taxes, attributable to the Initial Payment Year or the individual Subsequent Incentive Years, up to the Incentive Base. For the Initial Payment Year and the individual Subsequent Incentive Years, respectively, the Developer shall thereafter be entitled to the next THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) of the Project Sales Taxes, if any, received from the Subject Property that exceeds the Incentive Base amount for the Initial Payment Year or the individual

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Subsequent Incentive Year. For all Project Sales Taxes in excess of SEVEN HUNDRED THOUSAND DOLLARS (\$700,000.00) but less than EIGHT HUNDRED THOUSAND DOLLARS (\$800,000.00) received in the Initial Payment Year or any individual Subsequent Payment Year, the Village and the Developer shall each be entitled to fifty percent (50%) of any such excess over SEVEN HUNDRED THOUSAND DOLLARS (\$700,000.00) received in any one payment year. For all Project Sales Taxes in excess of EIGHT HUNDRED THOUSAND DOLLARS (\$800,000.00) but less than NINE HUNDRED THOUSAND DOLLARS (\$900,000.00) received in the Initial Payment Year or in any individual Subsequent Payment Year, the Village shall be entitled to thirty percent (30%) of such excess and the Developer shall be entitled to seventy percent (70%). For all Project Sales Taxes in excess of NINE HUNDRED THOUSAND DOLLARS (\$900,000.00) received in the Initial Payment Year or in any individual Subsequent Payment Year, the Village shall be entitled to twenty percent (20%) of such excess and the Developer shall be entitled to eighty percent (80%) of such excess. The payment remitted to the Developer that accrues during the Initial Payment Year shall hereinafter be referred to as the "Initial Payment." Payments remitted to the Developer that accrue during the individual Subsequent Incentive Years shall hereinafter be referred to as "Subsequent Payment."

(iii) All amounts, if any, reimbursing the Developer will become due and payable solely from the Project Sales Taxes received by the Village. To the extent the Village is required to do so by law, the Village shall take such actions in each year to perform in accordance with the terms of this Agreement.

C. Following the close of each fiscal year of the Village within the Term, and one year thereafter, the Village shall undertake a statutory audit in the manner provided by law. Upon the receipt of any such audit which concerns Project Sales Taxes, the Village shall provide a copy of those portions of each such audit to the Developer certified by the Village's Finance Director ("Director"). The Village shall furnish to Developer, promptly following the close of each fiscal year at the Village, an accounting of the sums received by the Village and disbursed to the Developer, and access to or copies of

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all documents received by the Village from the State supporting or evidencing Project Sales Taxes. In addition, the Village shall permit the Developer to audit the Village's books and records to verify the sums received from the State and disbursed to the Developer, and if such audit discloses any errors, the appropriate party shall pay to the other based upon the results of such audit; provided, however, if, by reason of such audit, the Village incurs costs in excess of costs which would have been incurred in connection with the Village's annual audit, then any such excess costs shall be borne by the Developer.

D. If at any time the amount of Project Sales Taxes received by the Village from the State is required because of error to be adjusted, either by refund to the State or receipt of additional Project Sales Taxes from the State, the amount which the Developer is entitled to receive will be adjusted accordingly. Thereupon, the Village will pay to the Developer or the Developer will pay to the Village, as the case may be, the amount by which such adjustment affected the amount which the Village paid to or owes to Developer.

E. The Village shall provide for payments required pursuant to this Paragraph 3 in its annual budget ordinance for the fiscal year in which such payment may be due.

4. Undertakings On The Part Of The Developer

Until such time as the Developer has received the Village Reimbursement Amount, the Developer shall require that each operator of a store at the Project ("Operator") submit such forms as may be required by the Illinois Department of Revenue ("Department") in order to release any and all gross revenue and sales tax information with respect to each Operator's operations at the Project to the Village. All such information shall not be disclosed to any other person or entity by the Village without the written consent of the Developer, except to the extent required by applicable law. If the Village receives any request to disclose such information, the Village shall use its best efforts to notify Developer, in writing, of such request in sufficient time for Developer (or any Operator) to challenge and prevent any such disclosure; provided, however, as long as the Village has instituted appropriate and customary internal

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measures to notify Developer of any request for disclosure, then failure of the Village to notify Developer in sufficient time, as aforesaid, shall not constitute a default of this Agreement by the Village. The parties shall cooperate and take all other reasonable actions to ensure accurate distribution of Project Sales Taxes to the Developer. Until such time as Developer has received the Village Reimbursement Amount, the Developer agrees to incorporate in all leases at the Project requirements that Project tenants execute such documents as may be reasonably necessary and appropriate to permit the Village to obtain necessary Sales Tax information.

5. Representations And Warranties

A. The Village hereby represents and warrants to the Developer that the performance by the Village of this Agreement will not conflict with or result in a breach of any of the terms, conditions or provisions of any agreement or instrument to which the Village is a party or by which it is bound, or constitute a default under any of the foregoing, or violate any law, order, writ, injunction or decree of any court, administrative agency or governmental body.

B. The Developer hereby represents and warrants to the Village that the performance by Developer of this Agreement will not conflict with or result in a breach of any of the terms, conditions or provisions of any agreement or instrument to which the Developer is a party or by which it is bound, or constitute a default under any of the foregoing.

6. Defaults

The occurrence of either A or B by the Village or the Developer, as the case may be, shall constitute an event of default by the Village or the Developer, as the case may be, under this Agreement:

A. Failure to comply with any term, provision or condition of this Agreement within the times herein specified in any respect.

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B. In the event a representation or warranty of either party contained herein is not true and correct.

Upon an occurrence of an event of default by either party as hereinabove set forth the other party shall provide written notice specifying the default to the defaulting party. Upon receipt of the notice of default, the defaulting party shall have 30 days to cure the default, if it can reasonably be cured within 30 days, or must begin curing the default and complete curing the default within a reasonable time thereafter, if it cannot be cured within 30 days. Upon the occurrence of an event of default, the party not in default shall have any and all remedies available at law or in equity.

In the event the Village institutes legal proceedings against Developer for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against Developer all expenses of such legal proceedings incurred by Village, including but not limited to the court costs and reasonably attorneys' fees, witnesses' fees, etc., incurred by the Village in connection therewith. Developer may in its sole discretion, appeal any such judgment rendered in favor of the Village against Developer.

7. Notices

All notices and demands herein required shall be in writing and shall be sent by United States Certified Mail return receipt requested, personal delivery, overnight courier (guaranteeing next day delivery) or facsimile, addressed as follows:

If to the Village:

Village President
 Village of Burr Ridge
 Village Hall
 7660 South County Line Road
 Burr Ridge, Illinois 60527
 Facsimile: (630) 654-4542

With a copy to:

Village Clerk
 Village of Burr Ridge
 Village Hall

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7660 South County Line Road
Burr Ridge, Illinois 60527
Facsimile: (630) 654-4542

With a copy to:

Village Administrator
Village of Burr Ridge
Village Hall
7660 South County Line Road
Burr Ridge, Illinois 60527
Facsimile: (630) 654-4542

and a copy to:

Klein, Thorpe & Jenkins, Ltd.
20 North Wacker Drive
Suite 1600
Chicago, Illinois 60606-2903
Attention: Terrence M. Barnicle
Facsimile: (312)-984-6444

If to the Developer:

Opus North Corporation
9700 West Higgins Road, Suite 900
Rosemont, Illinois 60018
Attention: President
Facsimile: (847) 318-1018

With a copy to:

Opus Corporation
10350 Bren Road West
Minnetonka, Minnesota 55343-9002
Attn: Legal Department – Thomas J. Hoben
Facsimile No.: (952) 656-4814

and a copy to:

Daspin & Aument LLP
10 South Riverside Drive, Suite 1220
Chicago, Illinois 60606
Attention: D. Albert Daspin
Facsimile: (312) 258-1955

All notices shall be deemed given two (2) business days following deposit in the United States mail with respect to a certified or registered letter, one (1) business day following deposit if delivered to an overnight courier guaranteeing next day delivery or on the same day if sent by personal delivery or telecopy (with proof of transmission). Attorneys for each party shall be authorized to give notices for such party. Any party may change its address for the service of notice by giving written notice of such change to the other party, in the manner above specified.

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8. Miscellaneous

A. Time is of the Essence. Time is of the essence of this Agreement.

B. Further Assurances. The parties each agree to do, execute, acknowledge and deliver any and all other reasonable documents and instruments and to take all such further reasonable action as shall be necessary or required in order to fully carry out this Agreement and to fully consummate and effect the transaction contemplated hereby.

C. Entire Agreement. This Agreement, together with the exhibits hereto, constitutes the entire agreement of the parties with respect to the subject matter herein contained and supersedes any and all prior agreements, oral or written, with respect to the subject matter herein contained. There are no representations, warranties, covenants or other agreements between the parties in connection with the transaction contemplated by this Agreement other than those expressly set forth herein or expressly contemplated hereby to be executed and delivered by the parties in accordance with the terms hereof.

D. Remedies Cumulative. The rights and remedies of the parties under this Agreement shall be non-exclusive, and shall be in addition to all the other remedies available to the parties, at law or in equity. Failure of either party to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

E. Covenants Running With The Land. The covenants, agreements and conditions herein contained shall constitute covenants running with the land and shall be binding upon and inure to the benefit of any owner, tenant, or occupant of the Property and their respective heirs, personal representatives, successors and assigns. It is understood that Developer may transfer the Property or any

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part thereof, and that whenever such a transfer occurs, the Developer shall have no further liability for breach of covenant occurring thereafter, except as expressly provided in the Development Agreement, provided the transferee agrees in a manner reasonably satisfactory to the Village to assume the obligations of the Developer with respect to the portion of the Property so transferred. The Village agrees to look solely to the interest of Developer in the Property for the recovery of any judgment from Developer, it being agreed that neither Developer nor its respective partners, directors, officers, members, managers or shareholders shall ever be personally liable for any such judgment.

F. Estoppel Certificate. The Village agrees that it will, from time to time, upon request by the Developer, execute and deliver to Developer and to any parties designated by the Developer, within ten (10) days following demand therefor, an estoppel certificate on Developer's form, certifying (i) that this Agreement is unmodified and in full force and effect (or if there had been modifications, that the same are in full force and effect as so modified), (ii) that there are no defaults hereunder (or specifying any claimed defaults), and (iii) such other matters as may be reasonably requested by Developer.

G. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

H. Mortgagee's Protection. The Village agrees to give any mortgagees, ground lessors, sale-leaseback lessors and/or trust deed holders, by registered or certified mail, a copy of any notice of default served upon Developer, provided that prior to such notice the Village has been notified, in writing (by way of notice of Assignment of Rents and Leases or otherwise) of the address of such mortgagees, ground lessors, sale-leaseback lessors, and/or trust deed holders. The Village further agrees that, except in instances where there is an imminent likelihood that public health or safety would be materially and adversely affected by such default, if Developer shall fail to cure such default within the time provided in this Agreement, then the mortgagees, ground lessors, sale-leaseback lessors, and/or trust

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deed holders shall have an additional thirty (30) days within which to cure such default or if such default cannot be cured within such 30-day time period, then such additional time as may be necessary (not to exceed 90 days) if within such 30-day period, any mortgagee, ground lessor, sale-leaseback lessor and/or trust deed holder has commenced and is diligently pursuing the remedies necessary to cure such default (including, without limitation, commencement of foreclosure proceedings, if necessary to effect such cure) in which event this Agreement shall not be terminated nor shall the Village exercise any rights or remedies hereunder while such remedies are being so diligently pursued. The Developer may collaterally assign its interest in this Agreement in connection with any financing transaction.

I. Acquisition Contingency. Anything in this Agreement to the contrary notwithstanding, if Developer has not acquired the Subject Property on or before July 31, 2006, then Developer shall notify the Village and, at anytime thereafter and prior to the date Developer acquires the Subject Property, either Developer or the Village may terminate this Agreement, in which event this Agreement shall be null and void and of no further force and effect and neither Developer nor the Village shall have any liability under this Agreement; provided, however, nothing herein contained shall limit the obligations of Developer pursuant to Section Thirty-Five of the Development Agreement, which obligation shall survive any such termination.

9. Limitation of Village's Liability

No recourse under or upon any obligation, covenant or condition of this Agreement, or for any claim based thereon or otherwise related thereto, shall be had against the Village, or its officers, officials, agents and/or employees, in any amount or in excess of any specific sum agreed by the Village to be paid to the Developer hereunder subject to the terms and conditions set forth herein, and no liability, right or claim at law or in equity shall attach to, or shall be incurred by, the Village, or its officers, officials, agents and/or employees, in excess of such amounts and any and all such rights or claims of the Developer against the Village, or its officers, officials, agents and/or employees are hereby expressly

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waived and released as a condition of and as consideration for the execution of this Agreement by the Village; provided, however, nothing herein shall limit the obligation of the Village to keep, perform and observe the terms, covenants, agreements and conditions herein contained to be kept, performed and observed by the Village.

[Signature Page Follows]

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

VILLAGE OF BURR RIDGE,
an Illinois municipal corporation

By: Jo V. Jernon
Village President

ATTEST:

By: Karen J. Thomas
Village Clerk

DEVELOPER:

OPUS NORTH CORPORATION,
an Illinois corporation

By: Randy Lee
Senior Vice President

ATTEST:

Man Nix
Director ~~Secretary~~

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ACKNOWLEDGMENTS

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 Jo Virginia Irmien, personally known to me to be the President of the Village of Burr Ridge, and Karen Thomas, personally known to me to be the Village Clerk of said municipal corporation, 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 President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 29th day of April, 2005.

Commission expires: 6/7/08

Julie A. Tejkowski
 Notary Public



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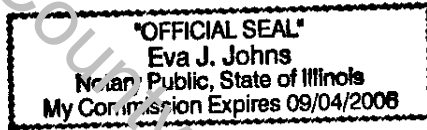
STATE OF Illinois)
) SS.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Randy Tieman, Sen. Vice President of OPUS NORTH CORPORATION, an Illinois corporation and not individually, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Sen. VP President and appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 4 day of May, 2005.

Commission expires: 9.4.06

[Signature]
Notary Public



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DASPIN & AUMENT, LLP
 DRAFT DATED APRIL 15, 2005
 BLACKLINED AGAINST
 DASPIN & AUMENT, LLP
 DRAFT DATED APRIL 8, 2005

EXHIBIT A**Legal Description**

That part of the West 1/2 of Section 30, Township 38 North, Range 12, East of the Third Principal Meridian, described as follows: Commencing at the intersection of the Southerly line of permanent easement for highway purposes (Interstate Route 55) per instrument recorded August 12, 1959 as Document No. 17627674, with the Westerly line of Burr Ridge Parkway in Burr Ridge Park Unit 1, being a subdivision in the West 1/2 of Section 30, aforesaid, according to the plat thereof recorded January 3, 1984 as Document No. 26915064; the following three courses are along the Westerly line of said Burr Ridge Parkway; thence Southerly along a curved line convex Easterly and having a radius of 690.00 Feet, an arc distance of 642.83 Feet to a point of tangency in said line; thence South 34 Degrees 14 minutes 40 Seconds West along a line tangent to said last described curved line at said last described point, 81.30 Feet to a point of curvature in said line; thence Southwesterly along a curved line convex Northwesterly, having a radius of 865.00 Feet and being tangent to said last described line at said last described point, an arc distance of 274.49 Feet to a point for a place of beginning; thence North 51 Degrees 06 Minutes 52 Seconds West, 94.61 Feet; thence North 80 Degrees 06 Minutes 52 Seconds West, 426.44 Feet to a point on the Easterly line of the permanent easement for highway purposes as per instrument recorded August 12, 1959 as Document No. 17627674, said point being 3644.26 Feet North and 1888.33 Feet West of the Southeast Corner of the West 1/2 of said Section 30, as measured along the East line thereof and along a line at Right angles thereto; The following five courses are along the Easterly line of said permanent easement for highway purposes: thence South 28 Degrees 39 Minutes 26 Seconds West, 108.94 Feet; thence South 54 Degrees 06 Minutes 58 Seconds West, 363.45 Feet; thence South 45 Degrees 34 Minutes 39 Seconds West, 173.08 Feet; thence South 27 Degrees 07 Minutes 58 Seconds West, 185.31 Feet; thence South 09 Degrees 38 Minutes 57 Seconds West, 408.76 Feet to an angle point in said line; thence South 00 Degrees 00 Minutes 34 Seconds West along the Easterly line of said permanent Easement for highway purposes per document no. 17627674, to an intersection with the Northeasterly line of Frontage Road according to the Plat of Dedication recorded March 19, 1985 as Document No. 27479279; the following five courses are along the Northeasterly line of said Frontage Road; thence Southeasterly along a curved line convex Southwesterly and having a radius of 375.00 Feet, an arc distance of 222.70 Feet to a point of tangency in said line; thence South 50 Degrees 16 Minutes 35 Seconds East along a line tangent to said last described curved line at said last described point, 303.98 Feet to a point of curvature in said line; thence Southeasterly along a curved line convex Northeasterly and having a radius of 425.00 Feet, an arc distance of 231.81 Feet to a point of tangency in said line; thence South 19 Degrees 01 Minutes 32 Seconds East along a line tangent to said last described curved line at said last described point, 115.88 Feet to a point of curvature in said line; thence Southeasterly along a curved line convex Southerly and having a radius of 30.00 Feet, an arc distance of 49.57 Feet to a point of compound curvature with the Westerly line of Burr Ridge Parkway in said Burr Ridge Park Unit 1; the following Five Courses are along the Westerly line of Burr Ridge

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Parkway in said Burr Ridge Park Unit 1: thence Northeasterly along a curved line convex Southeasterly and having a radius of 705.00 Feet, an arc distance of 547.22 Feet to a point of tangency in said line; thence North 21 Degrees 50 Minutes 04 Seconds East along a line tangent to said last described curved line at said last described point, 363.20 Feet to a point of curvature in said line; thence Northerly along a curved line convex Easterly and having a radius of 675.00 Feet, an arc distance of 321.83 Feet to a point of tangency in said line; thence North 05 Degrees 29 Minutes 00 Seconds West along a line tangent to said last described curved line at said last described point, 279.36 Feet to a point of curvature in said last line; thence Northerly along a curved line convex Westerly and having a radius of 865.00 Feet, an arc distance of 325.28 Feet to the point of beginning, in Cook County, Illinois.

Except that part described as follows:

That part of the West 1/2 of Section 30, Township 38 North, Range 12 East of the Third Principal Meridian described as follows: Commencing at the intersection of the Southerly line of the permanent easement for highway purposes (Interstate Route 55) per instrument recorded August 12, 1959 as Document Number 17627674, with the Westerly line of Burr Ridge Parkway in Burr Ridge Park Unit 1, being a subdivision in the West 1/2 of Section 30, aforesaid according to the plat thereof recorded January 3, 1984 as Document Number 26915064; the following seven courses are along the Westerly line of said Burr Ridge Parkway; thence Southerly along a curved line convex Easterly and having a radius of 690.00 feet, an arc distance of 642.83 feet to a point of tangency in said line; thence South 34 degrees 14 minutes 40 seconds West along a line tangent to last described curved line at said last described point 81.30 feet to a point of curvature in said line, thence Southwesterly along a curved line convex Northwesterly, having a radius of 865.00 feet and being tangent to said last described line at said last described point, an arc distance of 599.77 feet to a point of tangency in said line; thence South 05 degrees 29 minutes 00 seconds East along the Westerly line of said Burr Ridge Drive, being tangent to said last described curved line at said last described point, 279.36 feet to a point of curvature in said line; thence Southerly along the Westerly line of said Burr Ridge Parkway, being a curved line convex Easterly and having a radius of 675.00 feet, an arc distance of 321.83 feet to a point of tangency in said line; thence South 21 degrees 50 minutes 04 seconds West along the Westerly line of said Burr Ridge Parkway, 363.20 feet to point of curvature in said line; thence Southwesterly along the Westerly line of said Burr Ridge Parkway, being a curved line convex Southeasterly and having a radius of 705.00 feet, an arc distance of 547.22 feet to a point of compound curvature, said point being the intersection of said Westerly line with the Northeasterly line of Frontage Road according to the plat of dedication recorded March 19, 1985 as Document Number 27479279; the following four courses are along the Northeasterly line of said Frontage Road; thence Westerly along a curved line convex Southerly and having a radius of 30.00 feet, an arc distance of 49.57 feet to a point of tangency in said line; thence North 19 degrees 01 minutes 32 seconds West, 115.88 feet to a point of curvature in said line; thence Northwesterly along a curved line convex Northeasterly and having a radius of 425.00 feet, an arc distance of 231.81 feet to a point of tangency in said line; thence North 50 degrees 16 minutes 35 seconds West, 4.75 feet to a point for a place of

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beginning; thence continuing Northwesterly along the Northeasterly line of said Frontage Road North 50 degrees 16 minutes 35 seconds West, 299.22 feet to a point of curvature; thence Northwesterly along the Northeasterly line of said Frontage Road, being a curved line convex Southwesterly, having a radius of 375.00 feet and being tangent to said last described line at said last described point, an arc distance of 222.70 feet to an intersection with the Easterly line of the permanent easement for highway purposes per instrument recorded August 12, 1959 as Document Number 17627674; the following three courses are along the Easterly line of said permanent easement for highway purposes; thence North 00 degrees 00 minutes 34 seconds East, 77.70 feet, thence North 09 degrees 38 minutes 57 seconds East, 408.76 feet; thence North 27 degrees 07 minutes 58 seconds East, 62.76 feet to a point on said Easterly line of said permanent easement for highway purposes; thence South 80 degrees 21 minutes 03 seconds East, 603.43 feet; thence South 09 degrees 38 minutes 57 seconds West, 256.92 feet; thence Southwesterly, Southerly and Southeasterly along a nontangential curved line convex Westerly and having a radius of 50.00 feet, having a chord bearing of South 09 degrees 38 minutes 57 seconds West, an arc distance of 164.29 feet; thence South 09 degrees 38 minutes 57 seconds West along a line not tangent to last described curved line, 159.30 feet; thence South 40 degrees 14 minutes 07 seconds West, 394.86 feet to the point of beginning, in Cook County, Illinois.

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beginning; thence continuing Northwesterly along the Northeasterly line of said Frontage Road North 50 degrees 16 minutes 35 seconds West, 299.22 feet to a point of curvature; thence Northwesterly along the Northeasterly line of said Frontage Road, being a curved line convex Southwesterly, having a radius of 375.00 feet and being tangent to said last described line at said last described point, an arc distance of 222.70 feet to an intersection with the Easterly line of the permanent easement for highway purposes per instrument recorded August 12, 1959 as Document Number 17627674; the following three courses are along the Easterly line of said permanent easement for highway purposes; thence North 00 degrees 00 minutes 34 seconds East, 77.70 feet, thence North 09 degrees 38 minutes 57 seconds East, 408.76 feet; thence North 27 degrees 07 minutes 58 seconds East, 62.76 feet to a point on said Easterly line of said permanent easement for highway purposes; thence South 80 degrees 21 minutes 03 seconds East, 603.43 feet; thence South 09 degrees 38 minutes 57 seconds West, 256.92 feet; thence Southwesterly, Southerly and Southwesterly along a nontangential curved line convex Westerly and having a radius of 50.00 feet, having a chord bearing of South 09 degrees 38 minutes 57 seconds West, an arc distance of 164.29 feet; thence South 09 degrees 38 minutes 57 seconds West along a line not tangent to last described curved line, 159.30 feet; thence South 40 degrees 14 minutes 07 seconds West, 394.86 feet to the point of beginning, in Cook County, Illinois.

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