

UNOFFICIAL COPY



Doc#: 0613704184 Fee: \$60.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/17/2006 04:23 PM Pg: 1 of 19

211308

Prepared By:
Rudzy S. Gussis
Shaw, Gussis, et al
321 N. Clark, #800
Chicago, Ill. 60611

EASEMENT AGREEMENT

This Easement Agreement is made as of the 1st day of May, 2005, by and between BGP Lincoln Village, L.L.C., an Illinois limited liability company ("BGP") and Lincoln Village, L.L.C. an Illinois limited liability company ("Sublessee").

WHEREAS, BGP is the holder of fee simple and leasehold title to the shopping center commonly known as Lincoln Village Shopping Center, Chicago, Illinois, legally described in **Exhibit A**, attached hereto and made a part hereof (the "Shopping Center"); and

WHEREAS, Sublessee is the sublessee pursuant to that certain Sublease, dated May 1, 2005 by and between BGP Lincoln Village II, L.L.C., an Illinois limited liability company, as sublessor ("Sublessor"), and Sublessee (the "Sublease"), pursuant to which Sublessee leases the property legally described in **Exhibit B**, attached hereto and made a part hereof (the "Subleased Premises"); and

WHEREAS, in order for Sublessee to operate a senior living facility on the Subleased Premises, it requires certain easements over the Shopping Center; and

WHEREAS, the owner of the Shopping Center has agreed to grant certain easements and to provide certain services in accordance with the terms and provisions hereof.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Box 430

UNOFFICIAL COPY

1. Grant of Easements. A. Access. BGP hereby grants to Sublessee and its tenants and the agents, employees, contractors, licensees and invitees of Sublessee and its tenants ("Permittees"), the non-exclusive, ingress and egress easement for the term of the Sublease over all paved driveways presently or hereafter constructed and constituting a part of the Shopping Center so as to provide for the passage of Permittees and Permittees' motor vehicles to and from all abutting streets or rights of way furnishing access to the Shopping Center and the Subleased Premises. Notwithstanding the foregoing, except for the driveways from Lincoln Avenue and McCormick Boulevard onto the Subleased Premises, Sublessee shall not have the right to use the Common Areas of the Shopping Center for construction traffic or as a staging area for its construction activities.

In addition to the foregoing, BGP hereby grants to Sublessee:

(a) an easement for a sign panel on the sign shown on **Exhibit C**, attached hereto and made a part hereof. All costs of fabrication, installation, maintenance, repair and replacement of said sign panel shall be borne by Sublessee; and

(b) an easement over storm sewer, sanitary sewer and water lines to enable Sublessee to tap into and maintain such utilities at Sublessee's expense, for the purposes of the operation of the Subleased Premises in accordance with plans approved by applicable governmental authorities, as set forth on **Exhibit D** attached hereto and made a part hereof;

For purposes hereof, "Common Areas" shall mean those portions of the Shopping Center that are not improved with buildings.

B. Parking. BGP hereby grants Sublessee and its tenants and the invitees of its tenants, the right to park in those portions of the Common Areas of the Shopping Center intended for that purpose, provided that in the event that in the reasonable discretion of BGP, invitees of the Sublessee are using excessive parking spaces, BGP shall have the right to limit the number of parking spaces in the Shopping Center that may be used by Sublessee, but in no event shall the number of spaces available to Sublessee be less than five (5) on a non-exclusive basis. Sublessee's employees may not park in the Common Areas of the Shopping Center.

2. No Barriers. Neither party may construct barriers or otherwise impede the easements granted hereunder, except such temporary barriers as may be required in connection with maintenance and repair or in connection with safety measures

UNOFFICIAL COPY

required by construction activities. The easements granted hereunder shall be for the benefit of, and Sublessee may allow the easements to be used and enjoyed only by Sublessee and its Permittees. Sublessee may not grant an easement to any other party for use of the easements granted hereunder. Notwithstanding the foregoing prohibition against barriers, (i) Sublessee shall have the right to install such gates and fences and other enclosures around the Subleased Premises as shall be provided for in the plans for Sublessee's intended improvements on the Subleased Premises as approved by BGP and the City of Chicago and (ii) Sublessor shall have the right to install in the Shopping Center the improvements shown on **Exhibit E**, attached hereto and made a part hereof.

3. Maintenance. During the term of the Sublease, BGP shall keep or cause to be kept the Common Areas of the Shopping Center in good order, repair and condition, including without limitation, snow removal, except for damage thereto due to the acts or omissions of Sublessee, its employees, agents, contractors or invitees. BGP shall commence required repairs within ten (10) days after receiving written notice from Sublessee of the need therefor and shall diligently pursue said repairs to completion. In the event of an emergency, Sublessee shall give BGP such notice as is reasonable under the circumstances. In the event that BGP is required to make repairs to the Common Areas of the Shopping Center by reason of Sublessee's negligent act or failure to act, Sublessee shall pay BGP's reasonable cost of making such repairs, together with interest at the Interest Rate (as defined in Paragraph 5 below), upon presentation of the bill therefor. For purposes hereof, the term "repairs" shall include replacements, renewals, alterations, additions and improvements.

4. Payment of Operating Expenses. From and after the date that Sublessee shall commence construction on the Leased Premises, Sublessee shall be obligated to pay BGP One Thousand Dollars (\$1,000) per month as its contribution toward the operating expenses of the Common Areas of the Shopping Center (the "Monthly Payment"). At such time as the Base Annual Rent Sublessee is required to pay pursuant to the Sublease shall increase in accordance with the terms thereof, the Monthly Payment due hereunder shall increase by the same percentage. On the first day of each month, Sublessee shall make the Monthly Payment to BGP, prorated for any partial month. A default under this Paragraph 4 shall be deemed a default under the Sublease, provided that (i) Sublessee shall not be deemed to be in default hereunder until five (5) days after BGP has given Sublessee notice of such default and Sublessee has failed to cure same, and (ii) BGP shall comply with the notice and cure provisions granted to leasehold mortgagees pursuant Paragraph 26. (D) of the Sublease.

UNOFFICIAL COPY

5. Late Payment. Any Monthly Payment that is not received by BGP on or before the fifth (5th) day of the month for which such payment is due shall result in (i) a late charge assessed against Sublessee equal to five percent (5%) of the amount past due, and (ii) if not paid by the tenth (10th) day after the date due, in addition to the late charge described above, Sublessee shall be liable for interest thereon at an annual rate equal to the greater of two percent (2%) in excess of the then current Prime Rate as announced from time to time by a principal bank in Chicago, Illinois (the "Interest Rate") the date due until paid. Said late charge and interest shall be due and payable on demand.

6. Binding Effect. This agreement shall run with the land and shall be binding upon, and inure the benefit of, the parties, their beneficiaries, and their respective successors and assigns for the term of the Sublease. Specifically, without limiting the foregoing, the rights of Sublessee shall inure to the benefit of each mortgagee holding a lien on Sublessee's interest in the Subleased Premises (a "Permitted Mortgagee").

7. Notices. Any notice required herein shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if it is mailed by registered or certified mail, return receipt requested, to the parties at the addresses set forth below or at such other address as the respective parties may from time to time designate by like notice, on the third business day following the date of such mailing:

If to BGP:	c/o Terraco, Inc. 8707 Skokie Blvd. Suite 230 Skokie, Illinois 60077
------------	---

If to Sublessee:	912 Ridgewood Place Highland Park, IL 60055
------------------	--

Notice shall also be deemed sufficient if sent by personal delivery or overnight carrier, and in either such event, shall be deemed given on the date of delivery.

8. General.

8.1 Except as otherwise expressly provided herein, nothing contained herein is intended, nor shall it be construed: (a) to constitute a dedication of any part of the Shopping Center to the public; or (b) to vest in any member of the public any right to exercise any easement granted herein, or otherwise to use or enjoy any easement area.

UNOFFICIAL COPY

8.2 Each party hereto represents and warrants to the other party hereto: (a) that the representing party has full power and authority to execute, deliver and perform this Agreement, without any written notice to, filing or registration with or consent or approval of any person, entity or governmental authority, and no such filing, registration, notice, consent or approval is otherwise necessary to vest in and secure to the other party the full benefit, use and enjoyment of the rights granted hereunder by the representing party (except for any such notice, filing, consent or approval heretofore given, made or obtained, as the case may be, in writing and in accordance with all applicable legal and contractual requirements); and (b) that such execution, delivery and performance has been duly and validly authorized by all requisite action of the representing party.

8.3 This Agreement may only be amended by an instrument executed and delivered by the Owners.

8.4 This Agreement shall be governed and construed in accordance with the internal law of the State of Illinois.

8.5 The headings of the sections hereof are for convenience of reference only, and shall not be considered in construing their contents.

8.6 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8.7 Nothing contained herein is intended, nor shall it be construed, to evidence, confirm or create, as among the parties hereto or their successors and assigns, any relationship of partnership, joint venture, co-ownership, trustee and beneficiary, principal and agent, or any other association. The parties hereto expressly disclaim the existence of any such relationships.

8.8 If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, in its application to any person, circumstance or otherwise, such provision shall be limited to the minimum extent necessary to render the same valid and enforceable, or deleted, if circumstances so require, and the remainder of this Agreement (including, without limitation, any such provision so limited) shall be binding and enforced to the maximum extent permitted by law.

8.9 Upon the written request of an Owner, another Owner shall execute and deliver an estoppel certificate certifying, among other things, that this Agreement is in full force and effect, and

UNOFFICIAL COPY

that, to the best knowledge of the Owner giving the certificate, the other Owners are not in default under this Agreement.

8.10 This Agreement may be executed in two or more counterparts, each which shall be deemed an original, and all of which together shall constitute single instrument.

8.11 Whenever the time for performance of any obligation under this Agreement falls on a Saturday, Sunday or legal holiday in the State of Illinois, such time shall ipso facto deemed extended to the next day that is not a Saturday, Sunday or legal holiday in the State of Illinois.

8.12 This agreement shall run with the land and shall be binding upon, and inure the benefit of, the parties, their beneficiaries, and their respective successors and assigns.

9. Screen Walls. BGP hereby agrees to cause screen walls between the Subleased Premises and the Shopping Center, adjacent to the trash enclosures and truck dock of the Shopping Center, to be constructed in accordance with the drawings annexed hereto as Exhibit D. Such walls shall be constructed by December 31, 2005.

10. Mortgage Subordination. Any party foreclosing any mortgage or deed of trust to which the Shopping Center of Subleased Premises is subject, or acquiring title by deed in lieu of foreclosure or trustee's sale, shall acquire title subject to all of the terms and provisions of this Agreement. Each party hereto represents and warrants to the other parties that there is no presently existing mortgage or deed of trust lien on its property other than mortgage or deed of trust liens that are held by the lenders who have executed this Agreement.

11. Additional Notices and Cure Rights. It is hereby agreed that Sublessee intends to admit as additional members one or more affiliates of Apollo Housing Capital, L.L.C. ("Apollo"). Until otherwise notified by Apollo to the contrary, copies of all notices sent by BGP to Sublessee shall be sent concurrently to Apollo, at the following address:

600 Superior Avenue
Suite 2300
Cleveland, OH 44114

Or such other address as shall be designated by Apollo in writing to BGP. In addition, BGP agrees that it will accept a cure of any default by Sublessee hereunder from Apollo or any affiliate thereof, provided that such cure is tendered within the time period or periods provided for cures by Sublessee hereunder.

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BGP Lincoln Village, L.L.C.

By: Scott H. Gendell
Scott H. Gendell, Manager

Lincoln Village, LLC
By its manager, Perlmark Realty Corporation

By: _____
James Perlman, President

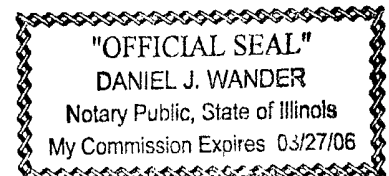
The undersigned, the holder of a mortgage encumbering the Subleased Premises, hereby joins in the execution of the foregoing agreement for the purpose of agreeing to the provisions of Paragraph 10 thereof and for no other purpose.

National City Bank:
By: James V. Perdit
James V. Perdit

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Daniel Wander, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT Scott H. Gendell, Manager of BGP Lincoln Village, L.L.C., an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my name and notarial seal this 2nd day of May, 2005.



UNOFFICIAL COPY

My Commission Expires

[Signature]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT _____ of Lincoln Village, L.L.C., an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

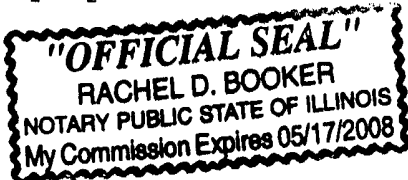
Given under my name and notarial seal this _____ day of _____, 20__.

Notary Public

My Commission Expires

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Rachel Booker, a Notary Public in and for said County, in the State aforesaid, do hereby certify, that Laura Howard, its Sr. Vice President of National City Bank personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Sr. Vice President respectively 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 Company, for the uses and purposes therein



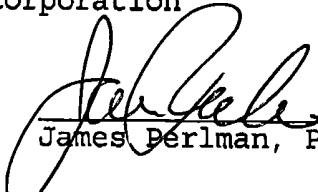
UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BGP Lincoln Village, L.L.C.

By: _____
Scott H. Gendell, Manager

Lincoln Village, LLC
By its manager, Perlmark Realty Corporation

By:  _____
James Perlman, President

The undersigned, the holder of a mortgage encumbering the Subleased Premises, hereby joins in the execution of the foregoing agreement for the purpose of agreeing to the provisions of Paragraph 10 thereof and for no other purpose.

National City Bank:

By: _____
(ts: _____)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT _____ of BGP Lincoln Village, L.L.C., an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my name and notarial seal this _____ day of _____, 20__.

UNOFFICIAL COPY

My Commission Expires

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

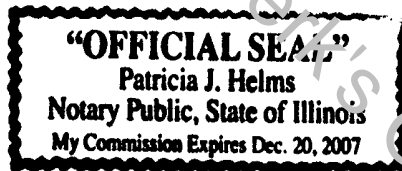
I, PATRICIA J. HELMS, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT JAMES PERLMAN, President of the Manager of BGP Lincoln Village, L.L.C., an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my name and notarial seal this 1st day of May, 2005.

Patricia J. Helms
Notary Public

My Commission Expires

12-20-07



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Rachel Booker, a Notary Public in and for said County, in the State aforesaid, do hereby certify, that LAURA AUWERD, its Sr. Vice President of National City Bank personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Sr. Vice President respectively 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 Company, for the uses and purposes therein

UNOFFICIAL COPY

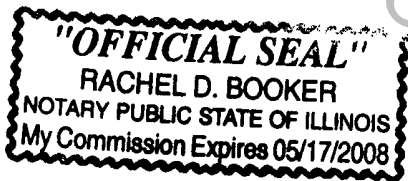
set forth; and acknowledges that he/she, as custodian of the corporate seal of said Company, did affix the said corporate seal of said Company to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 1st day of May, 2005.

Rachel D. Booker
Notary Public

My Commission Expires:

5-17-08



Property of Cook County Clerk's Office

UNOFFICIAL COPY

set forth; and acknowledges that he/she, as custodian of the corporate seal of said Company, did affix the said corporate seal of said Company to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____day of _____, 20__.

Notary Public

My Commission Expires:

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A LEGAL DESCRIPTION OF SHOPPING CENTER

PARCEL A:

THAT PART OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE RIGHT OF WAY OF THE SANITARY DISTRICT OF CHICAGO AND THE CENTER LINE OF LINCOLN AVENUE AS FORMERLY LOCATED, THENCE NORTHWESTERLY ALONG THE CENTER LINE OF LINCOLN AVENUE AS FORMERLY LOCATED 1200 FEET; THENCE NORTHEASTERLY ON A LINE AT RIGHT ANGLES TO SAID CENTER LINE OF LINCOLN AVENUE, 168.80 FEET; THENCE EAST 679.50 FEET TO SAID WEST LINE OF THE RIGHT OF WAY OF THE SANITARY DISTRICT OF CHICAGO, THENCE SOUTHERLY ALONG THE WEST LINE OF SAID RIGHT OF WAY 918.73 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART LYING SOUTHWESTERLY OF A LINE 83 FEET NORTHEASTERLY OF AND PARALLEL TO THE SOUTHERLY OR SOUTHWESTERLY LINE OF LINCOLN AVENUE AS FORMERLY LOCATED) AND EXCEPTING THAT PART OF THE PREMISES IN QUESTION DESCRIBED AS FOLLOWS: THAT PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF LINCOLN AVENUE AND THE CENTER LINE OF KIMBALL AVENUE EXTENDED NORTH, THENCE NORTHWESTERLY 20.90 FEET ALONG THE CENTER LINE ON LINCOLN AVENUE EXTENDED TO A POINT; THENCE NORTHEASTERLY 50 FEET ALONG A LINE FORMING AN ANGLE OF 90 DEGREES WITH THE LAST DESCRIBED COURSE, TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE, WHICH IS THE POINT OF BEGINNING, BEGINNING AT AFORESAID DESCRIBED POINT, THENCE NORTHEASTERLY 118.80 FEET, ALONG A LINE FORMING AN ANGLE OF 90 DEGREES WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE TO A POINT; THENCE EASTERLY 93.56 FEET ALONG A LINE FORMING AN ANGLE OF 49 DEGREES 16 MINUTES TO THE RIGHT WITH THE PROLONGATION OF THE SAID LAST DESCRIBED COURSE TO A POINT; THENCE SOUTHWESTERLY 179.85 FEET ALONG A LINE FORMING AN ANGLE OF 130 DEGREES 44 MINUTES TO THE RIGHT WITH THE PROLONGATION OF SAID LAST DESCRIBED COURSE TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE; THENCE NORTHWESTERLY 70.90 FEET ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE TO THE POINT OF BEGINNING, AS CONDEMNED FOR KIMBALL AVENUE ON THE PETITION OF THE CITY OF CHICAGO FILED JULY 6, 1933, CASE B-271453, CIRCUIT COURT OF COOK COUNTY, ILLINOIS AND ALSO EXCEPT THAT PART CONVEYED BY DEED RECORDED AUGUST 3, 2001 AS DOCUMENT NUMBER 0010707219 TO THE PEOPLE OF THE STATE OF ILLINOIS – DEPARTMENT OF TRANSPORTATION – FOR HIGHWAY PURPOSES.

UNOFFICIAL COPY

PARCEL B:

EASEMENT FOR THE BENEFIT OF PARCEL A AS CREATED AND DEFINED IN AN EASEMENT AGREEMENT DATED JULY 16, 1984 AND RECORDED JANUARY 10, 1985 AS DOCUMENT 27402551, FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTHEASTERLY OF KIMBALL AVENUE (MCCORMICK BOULEVARD), NORTHEASTERLY OF THE CENTERLINE OF LINCOLN AVENUE AND WESTERLY OF THE WEST LINE OF THE SANITARY DISTRICT OF CHICAGO DESCRIBED AS FOLLOWS: BEING A STRIP OF LAND 12 FEET WIDE AS MEASURED AT RIGHT ANGLES, LYING NORTH OF THE FOLLOWING DESCRIBED LINES; BEGINNING AT A POINT ON THE WESTERLY LINE OF THE SANITARY DISTRICT OF CHICAGO 918.73 FEET NORTHWESTERLY OF THE CENTER LINE OF LINCOLN AVENUE; THENCE NORTH 90 DEGREES WEST 325.57 FEET TO A POINT OF TERMINATION OF THE SAID LINE ON THE EASTERLY LINE OF MCCORMICK BOULEVARD, 230.13 FEET NORTHERLY OF THE CENTER LINE OF LINCOLN AVENUE, AS MEASURED ALONG THE EASTERLY LINE OF MCCORMICK BOULEVARD; AND BOUNDED ON THE EAST BY THE WEST LINE OF THE SANITARY DISTRICT OF CHICAGO AND ON THE WEST BY THE EASTERLY RIGHT OF WAY LINE OF MCCORMICK BOULEVARD, ALL IN COOK COUNTY, ILLINOIS.

PARCEL C:

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW, CONSISTING OF A LEASEHOLD ESTATE CREATED BY LEASE FROM METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, AS LESSOR, AND BGP LINCOLN VILLAGE, L.L.C. AS LESSEE, DATED MARCH 21, 2002, WHICH LEASE WAS RECORDED AUGUST 15, 2003 AS DOCUMENT NO. 032272718:

A PARCEL OF LAND LYING IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE AFORESAID NORTHEAST QUARTER AND THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE; THENCE NORTH 50 DEGREES 57 MINUTES 58 SECONDS WEST ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE 577.72 FEET TO A POINT, SAID POINT BEING 115.00 FEET NORTHWEST OF THE WESTERLY LINE (AS MEASURED ALONG LINCOLN AVENUE) OF THE NORTH SHORE CHANNEL; THENCE NORTH 07 DEGREES 29 MINUTES 25 SECONDS WEST 18.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG A LINE BEARING NORTH 07 DEGREES 29 MINUTES 25 SECONDS WEST BEING THE WESTERLY RIGHT OF WAY

UNOFFICIAL COPY

LINE OF THE NORTH SHORE CHANNEL A DISTANCE OF 825.03 FEET, BEING THE SOUTH LINE OF A CERTAIN EASEMENT FOR INGRESS AND EGRESS PER DOCUMENT NO. 2740255; THENCE (DEED) NORTH 80 DEGREES, 51 MINUTES, 29 SECONDS EAST (MEAS.) NORTH 81 DEGREES 59 MINUTES 36 SECONDS EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 07 DEGREES 29 MINUTES 25 SECONDS EAST, A DISTANCE OF 338.96 FEET; THENCE NORTH 82 DEGREES 30 MINUTES 40 SECONDS EAST, A DISTANCE OF 87.42 FEET; THENCE SOUTH 06 DEGREES 53 MINUTES 14 SECONDS EAST, A DISTANCE OF 449.95 FEET; THENCE SOUTH 12 DEGREES 30 MINUTES 45 SECONDS WEST, A DISTANCE OF 22.73 FEET; THENCE SOUTH 60 DEGREES 02 MINUTES 30 SECONDS WEST, A DISTANCE OF 30.39 FEET; THENCE SOUTH 82 DEGREES 21 MINUTES 54 SECONDS WEST, A DISTANCE OF 62.96 FEET; THENCE SOUTH 69 DEGREES 11 MINUTES 34 SECONDS WEST, A DISTANCE OF 14.25 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN : 13-02-220-027 and 13-02-220-028

Address: 6100 Lincoln Avenue, Chicago, IL

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT B

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE AFORESAID NORTHEAST 1/4 AND THE NORTHEASTERLY RIGHT OF WAY OF LINCOLN AVENUE; THENCE NORTH 50 DEGREES 57 MINUTES 58 SECONDS WEST ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE, 577.72 FEET TO A POINT, SAID POINT BEING 115.00 FEET NORTHWEST OF THE WESTERLY LINE (AS MEASURED ALONG LINCOLN AVENUE) OF THE NORTH SHORE CHANNEL; THENCE NORTH 07 DEGREES 29 MINUTES 25 SECONDS WEST 843.68 FEET; THENCE (DEED) NORTH 80 DEGREES 51 MINUTES 29 SECONDS EAST (MEAS.) NORTH 81 DEGREES 59 MINUTES 36 SECONDS EAST, A DISTANCE OF 30.00 FEET, TO THE PLACE OF BEGINNING; THENCE CONTINUING (DEED) NORTH 80 DEGREES 51 MINUTES 29 SECONDS EAST, (MEAS.) NORTH 81 DEGREES 59 MINUTES 36 SECONDS EAST A DISTANCE OF 120.00 FEET; THENCE (DEED) SOUTH 07 DEGREES 05 MINUTES 24 SECONDS EAST (MEAS.) SOUTH 08 DEGREES 44 MINUTES 24 SECONDS EAST, A DISTANCE OF 194.36 FEET; THENCE SOUTH 82 DEGREES 54 MINUTES 36 SECONDS WEST, A DISTANCE OF 3.93 FEET; THENCE SOUTH 07 DEGREES 05 MINUTES 20 SECONDS EAST, A DISTANCE OF 145.72 FEET; THENCE SOUTH 82 DEGREES 30 MINUTES 40 SECONDS WEST, A DISTANCE OF 113.69 FEET; THENCE NORTH 07 DEGREES 29 MINUTES 25 SECONDS WEST, A DISTANCE OF 338.96 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING: 39,763.5908 SQ. FT. (0.9128 ACRES)

PIN: 13-02-220-035-8002

Common Address: 6055 N. Lincoln Avenue, Chicago, IL

UNOFFICIAL COPY

EXHIBIT C

SIGN SPECIFICATIONS

DOUBLE FACE ILLUMINATED MONUMENT SIGN.

CABINET TO BE 20" DEEP, FABRICATED FROM ALUMINUM, COLOR TO BE WHITE. BASE TO BE BRICK, BY OTHERS. MOUNTING "J" BOLTS TO BE SET IN FOUNDATION OF BRICK BASE.

LINCOLN VILLAGE FACE TO HAVE WHITE BACKGROUND, RED ROUTED OUT BACK UP ACRYLIC COPY.

BORDERS FACES TO HAVE BLACK BACKGROUND, WHITE BACKED UP ACRYLIC.

BLUE STREET TO HAVE WHITE BACKGROUND, COPY TO BE ROUTED OUT, BACKED UP WITH BLUE ACRYLIC.

44"

BORDERS
BOOKS MUSIC MOVIES CAFE

32"


blue street

Lincoln Village Senior Apartments
773-725-5423

BRICK BASE
BY OTHERS

16"

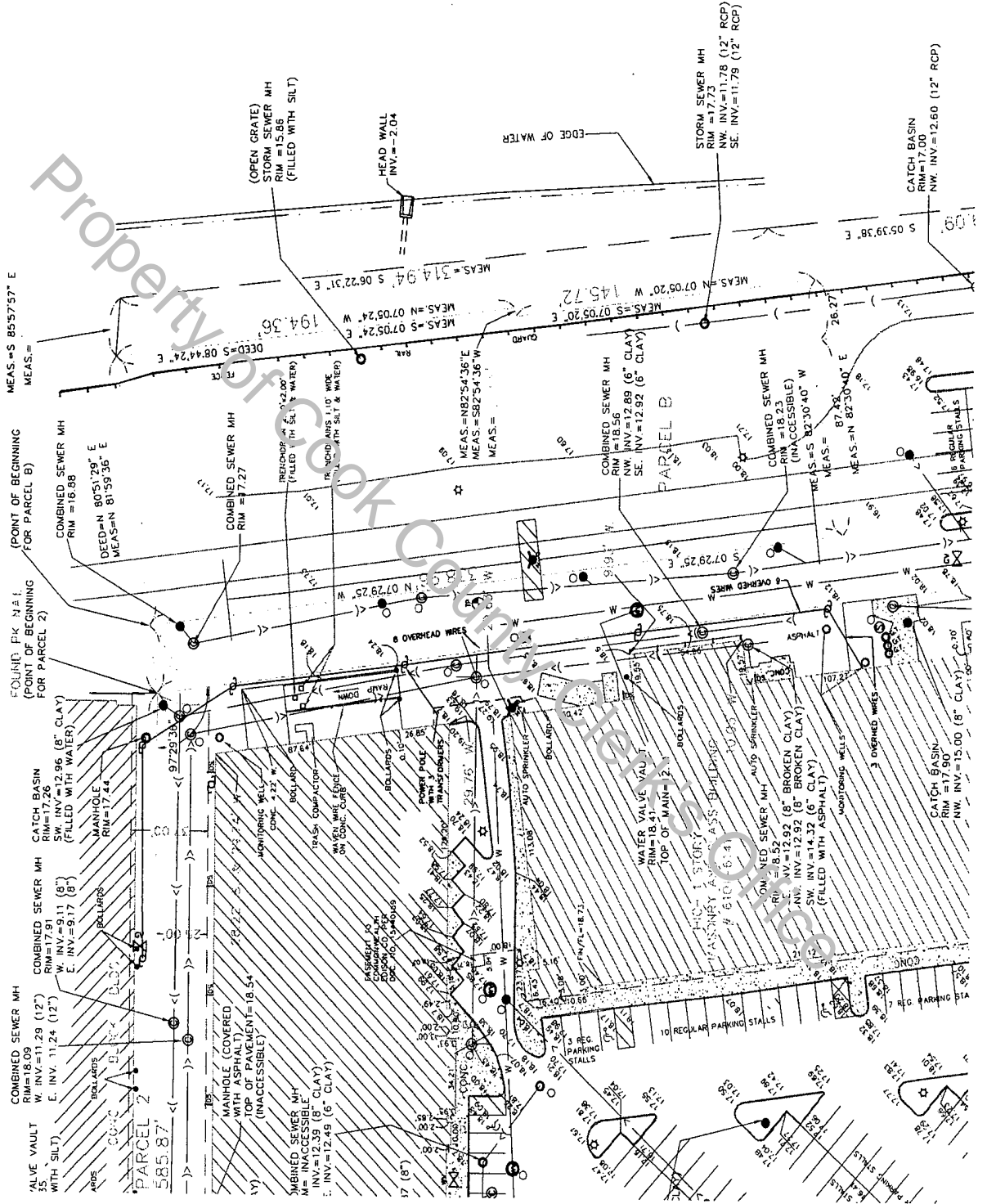
32"

Job	LINCOLN VILLAGE MONUMENT
Description	MONUMENT SIGN
Approved By	
Date	12-22-04
File Name	LINCOLN GROUNDS
 Mustang Sign, Inc. <small>5788 Michael Ct. Rolling Meadows, IL 60023 847-597-7507</small>	

UNOFFICIAL COPY

EXHIBIT D

GRESS & EGRESS
102551



UNOFFICIAL COPY

EXHIBIT E

