

# UNOFFICIAL COPY

This instrument was prepared by  
and mail to:



**John E. Lovestrand**  
LAW OFFICES OF  
PALMISANO & LOVESTRAND  
19 South LaSalle Street  
Suite 900  
Chicago, Illinois 60603

Doc#: 0629316071 Fee: \$54.50  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 10/20/2006 01:27 PM Pg: 1 of 16

Permanent Index Numbers affected:

~~17-06-120-003-0000~~

~~17-06-120-004-0000~~

~~17-06-120-005-0000~~

~~17-06-120-006-0000~~

## DECLARATION

of

## COMMON DRIVE EASEMENT & MAINTENANCE AGREEMENT

for the properties at

2147 West Evergreen & 2151 West Evergreen

### RIGHTS and RESPONSIBILITIES

This Declaration of Common Drive Easement made this 19<sup>th</sup> day of October, 2006, by WICKER PARK PROPERTIES, INC., an Illinois corporation (for convenience referred to herein as the "Declarant"), as the record title owner of two (2) parcels of property abutting a certain right-of-way, which two (2) parcels are legally described on **Exhibit "A"** attached hereto and incorporated herein by reference.

### WITNESSETH:

The declarations contained in this Declaration of Common Drive Easement and Maintenance Agreement (the "Declaration") are based on the following factual recitals:

#### RECITALS:

WHEREAS, the Declarant is the record title owner of two (2) parcels of property (for convenience referred to herein as the "Parcels"), which Parcels are legally described as Parcel 1 and Parcel 2 on **Exhibit "A"** attached hereto and incorporated herein by reference;

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WHEREAS, the Parcels are commonly known as follows:

Parcel 1:        **2147** West Evergreen, Chicago, Illinois,  
and  
Parcel 2:        **2151** West Evergreen, Chicago, Illinois;

WHEREAS, the Parcels comprise the underlying land affected by the following permanent index numbers:

**17-06-120-003-0000**  
**17-06-120-004-0000**  
**17-06-120-005-0000**  
**17-06-120-006-0000;**

WHEREAS, the Parcels are more fully depicted on the survey attached hereto as **Exhibit "B"** and incorporated herein by reference;

WHEREAS, the Declarant intends to grant easement rights (for convenience referred to herein as the "**driveway easement area**") over, across and through the Parcels for vehicular and pedestrian access to the owner(s) of the Parcel(s) (including their successors and/or assigns and/or tenants and/or invitees and/or guests), which driveway easement area is depicted on the Site Plan prepared by Hanna Architects, Inc. and attached hereto as **Exhibit "C"** and incorporated herein by reference;

WHEREAS, the Declarant intends to create, for the equal benefit and enjoyment of the owner(s) of each of the Parcels (including their successors and/or assigns and/or tenants and/or invitees and/or guests), an exclusive **sixteen (16') foot & eight (8') inch** shared common DRIVEWAY within the driveway easement area comprised of **eight (8') feet & four (8") inches** from each of the two Parcels, and traversing each of the Parcels, as more fully depicted on the Site Plan prepared by Hanna Architects, Inc. and attached hereto as **Exhibit "C"** and incorporated herein by reference;

WHEREAS, the Declarant, as owner of the Parcels, for itself, its successors and/or assigns and/or tenants and/or invitees and/or guests, intends to and does hereby agree to share in the cost of maintaining the aforementioned DRIVEWAY within the driveway easement area serving the Parcels according to the formula set forth in Section Four of this Declaration;

WHEREAS, the Declarant, as owner of the Parcels, intends that each of its successors and/or assigns, by and through the act of receiving title to the Parcel(s) [or any one of them] subject to this Declaration, shall also be deemed to have agreed to share in the cost of maintaining the aforementioned driveway within the driveway easement area serving the Parcels according to the said formula set forth in **Section Four** of this Declaration;

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WHEREAS, the Declaration is not, however, providing for the establishment of a homeowner's association, inasmuch as it is the Declarant's current intention to develop the Parcels into the condominium form of ownership, which in turn would result in the formation of condominium associations, whose members, as unit owners of condominium units situated within the Parcels (or either of them), by and through the act of receiving title to said units subject to this Declaration, shall also be deemed to have agreed to share in the cost of maintaining the aforementioned DRIVEWAY within the driveway easement area serving the Parcels according to the said formula set forth in **Section Four** of this Declaration;

WHEREAS, the Declarant is similarly not providing for the creation of by-laws to govern and administer the obligations set forth in this Declaration, inasmuch as the formation of condominium associations, as aforesaid, would in turn result in the establishment of such by-laws together with the preparation and recordation of condominium declarations of ownership;

WHEREAS, the Declarant executing this Declaration is the current record title owner of the Parcels, which Parcels are legally described on Exhibit "A" attached hereto and incorporated herein by reference;

WHEREAS, it is essential to the value and the future development of the Parcels that the DRIVEWAY located within the driveway easement area commonly known as **2147 West Evergreen**, Chicago, Illinois, and **2151 West Evergreen**, Chicago, Illinois, be properly created and maintained in good condition; and

WHEREAS, the Declarant therefore desires to create the driveway easement area by and through the execution and recordation of this Declaration with the Cook County Recorder of Deeds.

## SECTION ONE RECITALS

The Recitals set forth above are expressly incorporated herein by this reference.

## SECTION TWO EASEMENT

2.1. A perpetual easement has been established across, over, and through the driveway easement area for the purpose of ingress to and egress from one or more of the Parcels, inclusive, and for the construction, maintenance and repair (including reconstruction) of utilities, as necessary.

2.2. The easement burdens the driveway easement area, and benefits and runs with both of the Parcels.

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2.3. The easement also benefits any utility company or municipality providing utility services to one or more of the Parcels.

2.4. Every owner (including its successors and/or assigns and/or tenants and/or invitees and/or guests) of a Parcel will have a right and easement of enjoyment in and to the driveway easement area, which right will be appurtenant to and will have passed with the title to the Parcel upon the recordation of this Declaration

## SECTION THREE

### REPAIR AND MAINTENANCE OF EASEMENT; CAPITAL IMPROVEMENTS

3.1. The driveway easement area shall be used as a driveway for vehicular traffic and shall be properly maintained in good condition for this purpose.

3.2. When repairs and/or maintenance appear to be necessary, the owner(s) of the Parcel(s), or either of them, may undertake such repairs or maintenance anywhere along the driveway easement area. The owners of the Parcels shall share in the costs of any maintenance, repair or capital improvement according to the formula set forth in **Section Four** of this Declaration.

3.3. Capital improvements (such as asphaltting) to the driveway easement area may be undertaken by the owner(s) of the Parcel(s), or either of them. The cost shall be apportioned as follows: each owner of a Parcel shall be responsible for **one-half (1/2)** of the total cost for the said capital improvements, including labor and material.

3.4. The parcel owners grant to one another reasonable rights of access and passage over their respective parcels for the purpose of conducting maintenance and repair, or installing capital improvements, in or about the driveway easement area.

3.5. The owner(s) of the Parcel(s), or either of them, in undertaking the maintenance, repair or capital improvement, may contract for and initially pay all reasonable costs associated with them, but would then be entitled to reimbursement by the other parcel owner in its respective fractional share set forth above in **Section 3.3** above and as more fully set below in Section Four.

3.6. Provided a parcel owner is current in his or her or its obligations to the other owner of the Parcel, or either of them, a parcel owner will be immediately released from all personal liability for costs associated with the repair and maintenance of or capital improvements to the driveway easement area upon the sale or other conveyance of one hundred (100%) percent of his or her or its interests in the parcel so owned.

3.7. If a parcel owner fails to pay his or her or its respective share of costs incurred within thirty (30) days after receipt of a statement from the owner advancing said cost, as aforesaid, the amount of the statement, together with interest at ten (10%) percent per annum

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from the date the costs were incurred, plus any attorney fees (if any) necessary for collection, shall automatically become a continuing lien against the parcel of the defaulting parcel owner. This lien will be superior to all other liens or claims against the parcel except an institutional or purchase money first mortgage(s). Each parcel owner's obligation to pay his or her or its share of the costs will be an enforceable obligation of the parcel owner. The owner(s) of the Parcel(s), or either of them, if not reimbursed, may record notice of a claim of lien against the parcel owned by the defaulting parcel owner and thereafter pursue a judicial action to foreclose on the lien, subject only to any institutional or purchase money first mortgage(s), in any manner now or in the future permitted by law or equity with respect to mortgages. Proceeds received at such a sale shall be distributed first to pay the lien being foreclosed upon, plus all costs and expenses, interest and attorney's fees, and any surplus shall be distributed in accordance with the priorities established by applicable law. The owner(s) of the Parcel(s), or either of them, may, in addition to or instead of foreclosure, obtain a judgment against the defaulting parcel owner.

3.8. The parcel owners shall work together to coordinate their repair and maintenance activities so as to make the repairs and maintenance of the driveway easement area as economical as possible and to minimize interference with the parcel owners' use of the driveway easement area. To the extent reasonably possible, the owner(s) of the Parcel(s), or either of them, will obtain competitive bids for the purpose of cost comparison before performing any repairs, maintenance or capital improvements. The parcel owners will be provided with reasonable notice before the undertaking of any repair, maintenance or capital improvement. All work will be performed with reasonable dispatch.

3.9. The parcel owners will exercise reasonable care in their use of the driveway easement area so as not to cause more than normal wear and tear on the driveway. Any damage to the DRIVEWAY and/or the driveway easement area caused by a parcel owner or his or her or its guests or invitees and/or guests shall promptly be repaired by that parcel owner at his or her or its sole expense. If a parcel owner fails to repair any damage to the driveway and/or the driveway easement area caused by him or her or it, or his or her or its guests or invitees and/or guests, within thirty (30) days of receipt of written notice from the owner(s) of the Parcel(s), or any one of them, the owner(s) of the Parcel(s), or any one of them, may do so, and the cost of doing so will be the sole responsibility of the parcel owner responsible for the damage. to be billed, paid and collected as set forth in this Section Three, above.

3.10. As used in this Section Three, the "driveway easement area" shall also be deemed to include the "DRIVEWAY" itself.

## SECTION FOUR COST-SHARING FORMULA

The formula to apportion the costs for repair, maintenance, and capital improvements to the driveway easement area is as follows:

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4.1. As to the entire driveway easement area, each owner of parcel will share equally [i.e., each owner of a parcel shall pay **one-half (1/2)** of the entire cost] in the cost of the work to be performed, inclusive of material and labor.

4.2. Declarant, as owner of the Parcels, for itself, its successors and/or assigns and/or tenants and/or invitees and/or guests, is deemed to covenant, by execution and recordation of this Declaration, to pay for the creation and initial maintenance of the driveway to be located within the driveway easement area throughout its period of ownership of the Parcels, or any one of them, through and until such time as the contemplated condominium associations are formed in connection with the development of the Parcels, or either of them, into the condominium form of ownership, whereupon it is currently anticipated by the Declarant that the condominium associations would then establish monthly assessments to be paid to the said associations by its membership (i.e. unit owners), a component part of which assessments would be earmarked for the said association's fractional share to maintain and improve the driveway and/or the driveway easement area, as follows:

- a) Maintenance and repair.
- b) Water, sewer, electrical, lighting and other necessary utility service.
- c) Snow removal.
- d) Liability insurance insuring the owner(s) of the Parcel(s), or any one of them, against any and all liability to the public, to any owner, or to the invitees and/or guests and/or tenants of any owner arising out of their occupation or use. The policy limits will be set by the owner(s) of the Parcel(s), or either of them, and will be reviewed at least annually and increased or decreased in the discretion of the owner(s) of the Parcel(s), or any one of them.
- e) Workers' compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the owner(s) of the Parcel(s), or either of them.
- f) Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the owner(s) of the Parcel(s), or either of them, is required to secure or pay pursuant to the terms of this Declaration or by law, or which are necessary or proper in the reasonable opinion of the owner(s) of the Parcel(s), or either of them, for the operation of the driveway easement area, for the benefit of parcel owners, or for the enforcement of these restrictions.

4.3. Until such time as the condominium associations hereinabove contemplated assume control over the obligations imposed upon owner(s) of the Parcel(s) set forth in this Declaration, the maximum annual monetary contribution from an owner of a single parcel will not exceed \$1,000.00; the minimum annual monetary contribution will be as mutually agreed to by and between the owners of the Parcels.

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4.4. In addition to the maximum annual contribution authorized above, the owners of the Parcels may levy in any year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on or about the driveway easement area, including fixtures and personal property related to it. Any assessment of this kind must be approved by the affirmative vote of both of the owners of the Parcels.

4.5. Both annual and special contributions authorized above must be fixed at a uniform rate for both Parcels.

4.6. *Subordination of Lien to Mortgages.* The lien enforcement rights provided for herein will be subordinate to the lien of any first mortgage(s). A sale or transfer of any Parcel will not affect the said lien. However, the sale or transfer of any Parcel pursuant to a mortgage foreclosure or any proceeding in lieu of one, will extinguish the said lien as to payments that become due prior to the sale or transfer. No sale or transfer will relieve the Parcel from liability for any monetary obligations becoming due afterwards or from the lien.

## SECTION FIVE ASSIGNMENT OF RIGHTS

All rights granted in this Declaration shall not be further assignable by the owners of the Parcels except: (a) as an appurtenance to and in conjunction with the sale of their Parcels; or (b) in the event of the development of the Parcel(s), or either of them, to the condominium form of ownership, as an appurtenance to and in conjunction with the sale of condominium units situated within said Parcel(s), or either of them.

## SECTION SIX AMENDMENT

Except as otherwise provided in Section Nine hereof, the provisions of this Declaration may be amended, but only with the consent of an affirmative vote of both of the owners of the Parcels, including their successors and/or assigns.

## SECTION SEVEN BINDING AGREEMENT

The easement rights and responsibilities set forth in this Declaration shall be perpetual and shall run with the land, and shall be binding on the successors and assigns of the owners of the Parcels and/or, in the event of the development of the Parcels (or either of them) to the condominium form of ownership, the owners of the condominium units situated within said Parcels (or either of them).

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## SECTION EIGHT VOTING

If any one of the Parcels is owned by more than one person, all the owners of a parcel will collectively be referred to as the parcel owner, and will be entitled to only one collective vote, i.e., each parcel represents one vote in the matters covered by this Declaration. In the event of the development of the Parcel(s), or any of them, to the condominium form of ownership, the condominium association(s), acting by and through its board of directors, will then be referred to as the parcel owner, and will be entitled to only one collective vote, i.e., each condominium association for each parcel represents one vote in the matters covered by this Declaration.

## SECTION NINE RESERVATION OF RIGHTS

Notwithstanding any language to the contrary in the Declaration, the Declarant reserves the right and power to record an amendment to this Declaration at any time and from time to time which amends this Declaration to (a) correct clerical or typographical or similar errors in this Declaration or any Exhibit attached hereto or any supplement or amendment attached thereto; or (b) correct the legal descriptions of the Parcels and/or the driveway easement area. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make said amendment(s) on behalf of the owner(s) of the Parcel(s) with proxy as attorney-in-fact. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting the ownership of a parcel, and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to make, execute and record said amendment(s). The right of the Declarant to act pursuant to rights reserved or granted under this section shall terminate at such time as the Declarant (including any of its affiliates) no longer holds or controls title to a parcel.



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IN WITNESS WHEREOF, the undersigned Declarant, as the current record title owner of the Parcels, as aforesaid, has executed this Declaration of Common Drive Easement & Maintenance Agreement for the properties at **2147 West Evergreen** and **2151 West Evergreen**, on the date first written above.

Owner of Parcel 1 and Parcel 2:

**WICKER PARK PROPERTIES, INC.**,  
an Illinois corporation

By: \_\_\_\_\_  
Name: Krzysztof Karbowski  
Its: President and Secretary

State of Illinois        )  
                                  ) SS.  
County of Cook        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Krzysztof Karbowski** personally known to me to be the President and Secretary of **WICKER PARK PROPERTIES, INC.**, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that as such President and Secretary, he signed and delivered the said instrument as President and Secretary of said corporation, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 19<sup>th</sup> day of October, 2006.



*John E. Lovestrand*  
\_\_\_\_\_  
Notary Public

My commission expires: 9/4/2010

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## CONSENT OF MORTGAGEE

AMCORE BANK, holder of Mortgage on the Property dated January 6, 2006 and recorded January 24, 2006 as Document No. 0602433162, hereby consents to the **Declaration of Common Drive Easement & Maintenance Agreement** for the properties at **2147 West Evergreen** and **2151 West Evergreen** and agrees that said Mortgage is subject to the provisions of said Declaration.

IN WITNESS WHEREOF, the said **AMCORE BANK** has caused this instrument to be signed by its duly authorized officers on its behalf, all done at Chicago, Illinois, on this 19<sup>th</sup> day of October, 2006.

**AMCORE BANK**

By: X *Steve M. Kelly*  
Its: *Sr. V.P.*

ATTEST:

*[Signature]*  
\_\_\_\_\_

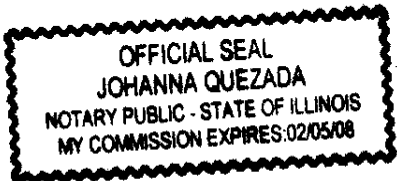
STATE OF ILLINOIS )  
  ) ss  
COUNTY OF COOK )

The undersigned, a Notary Public in and for said County and State, do hereby certify that *Steve Kamata* and \_\_\_\_\_, (Titles) \_\_\_\_\_ and \_\_\_\_\_, respectively, of **AMCORE BANK**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their 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 notarial seal this 19<sup>th</sup> day of October, 2006.

*Johanna Quezada*  
NOTARY PUBLIC

My Commission Expires: *02/05/08*



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## Exhibit "A"

[Legal Descriptions of the Parcels]

### Parcel 1:

**Lots 18 and 19 in Block 15 in D.S. Lee's Addition to Chicago in the West ½ of the Northeast ¼ and the East ½ of the Northwest ¼ of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois;**

Commonly known as: **2147 West Evergreen, Chicago, Illinois**

Permanent Index Numbers: **17-06-120-006-0000 (Lot 18); and  
17-06-120-005-0000 (Lot 19)**

### Parcel 2:

**Lots 20 and 21 in Block 15 in D.S. Lee's Addition to Chicago in the West ½ of the Northeast ¼ and the East ½ of the Northwest ¼ of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois;**

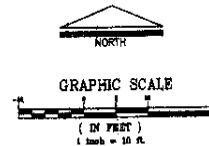
Commonly known as: **2151 West Evergreen, Chicago, Illinois**

Permanent Index Numbers: **17-06-120-004-0000 (Lot 20); and  
17-06-120-003-0000 (Lot 21)**

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PROFESSIONAL ASSOCIATION OF SURVEYORS, INC.  
PROFESSIONAL DESIGN FIRM NO. 1847-0033  
7100 N. TRUMP AVE., LINCOLNWOOD, ILLINOIS 60712  
TEL. (847) 878-3000 FAX (847) 878-3187

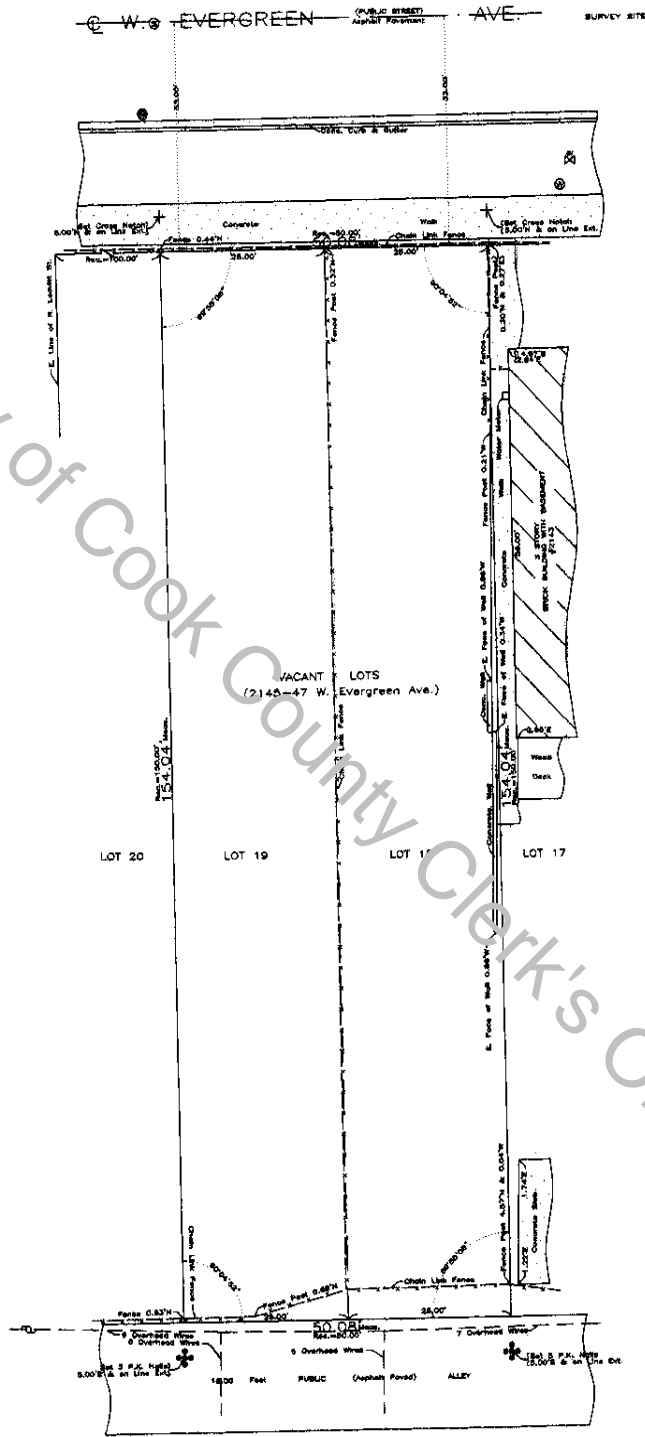
## ALTA/ACSM LAND TITLE SURVEY



LOTS 18 AND 19 IN BLOCK 15 IN D. S. LEE'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
TOTAL NET AREA: 7,714.31 SQ. FT. = 0.1770 ACRE.  
COMMONLY KNOWN AS: 2145-2147 WEST EVERGREEN AVENUE, CHICAGO, ILLINOIS.

VICINITY MAP

2147



- LEGEND:
- ⊙ - SEWER MANHOLE
  - ⊕ - WATER MANHOLE
  - ⊗ - CATCH BASIN
  - ⊖ - GAS VALVE
  - ⊕ - UTILITY POLE

THE LEGAL DESCRIPTION SHOWN ON THE PLAT HEREON SHOWN IS A COPY OF THE ORDER, AND FOR ACCURACY SHOULD BE COMPARED WITH THE TITLE OR RECORD.

DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING.

ORDER NO. 10-22828

SCALE 1 INCH = 10 FEET.

DATE: SEPTEMBER 18, 2008

ORDERED BY: PALMERINO & LOVERLAND  
ATTORNEYS AT LAW

FLOOD CERTIFICATE  
ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP OF CHICAGO, ILLINOIS DATED NOVEMBER 18, 2006, COUNTY MAP NUMBER 11004-0001, THIS PROPERTY IS IN A MINIMUM FLOOD AREA AND IS DESIGNATED AS ZONE "X".

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS JOINTLY ESTABLISHED AND ADOPTED BY ALTA, ACSM AND NSPS IN 1986, AND INCLUDES ITEMS 1 THROUGH 11 OF TABLE "A" HEREIN PURSUANT TO THE REQUIREMENTS AS SET FORTH BY ALTA, NSPS, AND ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATION UNLESS OTHERWISE FURTHER CERTIFIED THAT THE SURVEY MEASUREMENTS WERE MADE IN ACCORDANCE WITH THE MINIMUM ANGLE, DISTANCE, AND CLOSURE REQUIREMENTS FOR SURVEY MEASUREMENTS WHICH CONTROL LAND BOUNDARIES FOR ALTA/ACSM LAND TITLE SURVEYS.

DATED: \_\_\_\_\_

(SIGNED)  
N. PRINCE LAND SURVEYOR, LICENSE EXPIRATION DATE: NOV. 30, 2008.  
Drawn By: P.A.

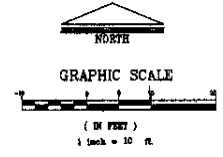
Property of Cook County Clerk's Office

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PROFESSIONALS ASSOCIATED SURVEY, INC.  
PROFESSIONAL DESIGN FIRM NO. 184-003023  
7100 N. TRAPP AVE. LINCOLNWOOD, ILLINOIS 60712  
TEL. (847) 478-3008 FAX (847) 478-3187

## ALTA/ACSM LAND TITLE SURVEY OF

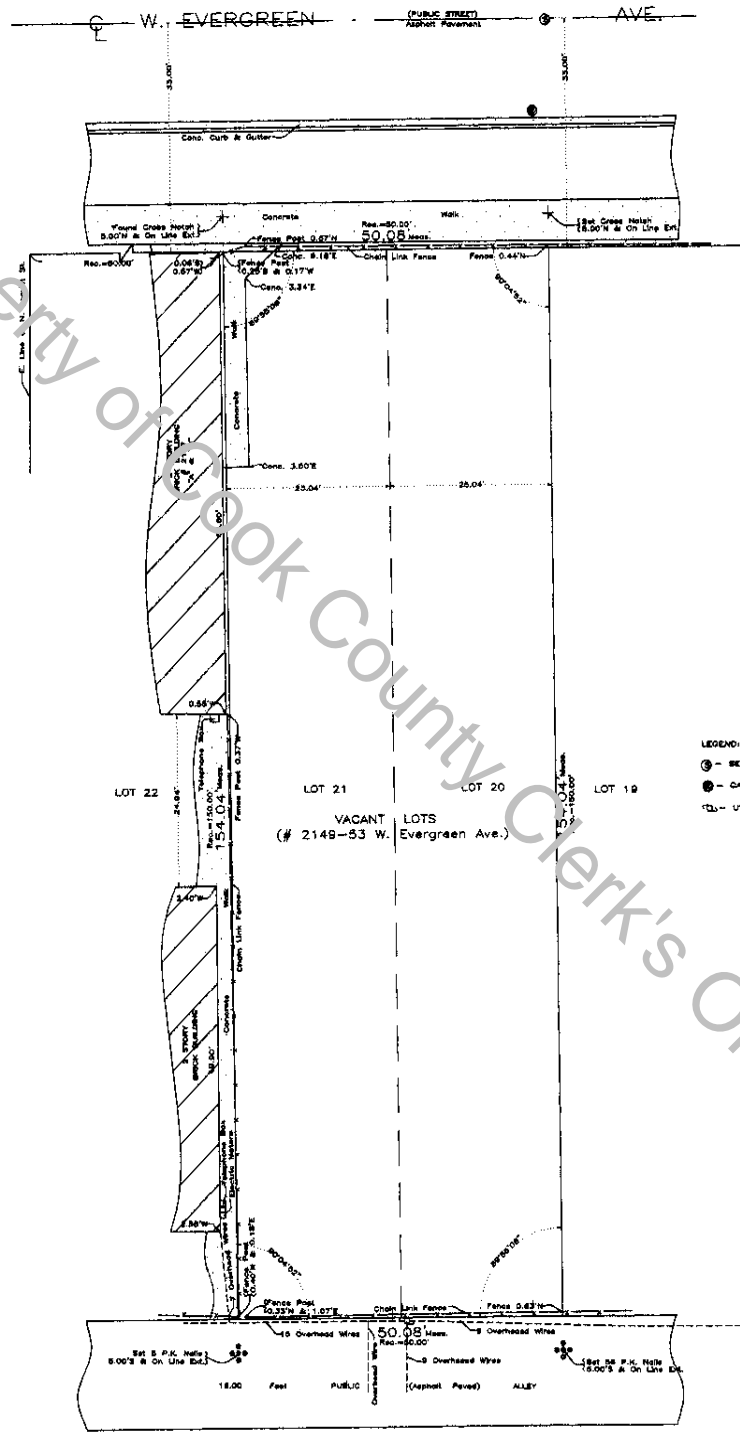
LOTS 20 AND 21 IN BLOCK 15 IN D. S. LEE'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
LAND TOTAL NET AREA: 7,714.31 SQ. FT. = 0.1770 ACRE  
COMMONLY KNOWN AS: 2149-53 WEST EVERGREEN AVENUE, CHICAGO, ILLINOIS.



VICINITY MAP

SURVEY SITE

2151



- LEGEND:
- ⊙ - SEWER MANHOLE
  - ⊕ - CATCH BASIN
  - ⊥ - UTILITY POLE

THE LEGAL DESCRIPTION SHOWN ON THIS PLAT  
SHOULD BE USED AS A GUIDE TO THE RECORD AND  
NOT AS A SUBSTITUTE THEREFOR. THE RECORD AND  
THE TITLE ON FILE.

REVISIONS ARE NOT TO BE ASSUMED FROM  
RECORDS.

ORDER NO. 08-72677

SCALE 1 INCH = 10 FEET

DATE: September 18, 2000

ORDERED BY: PALUSHANO & COURTNEY  
ATTORNEYS AT LAW

FLOOD CERTIFICATE  
ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT  
AGENCY (FEMA) FLOOD INSURANCE RATE MAP OF  
CITY OF CHICAGO, LATEST DATED November 8, 2000,  
COMMUNITY FLOOD INSURANCE POLICY NUMBER THE PROPERTY IS IN  
A MINIMAL FLOOD AREA AND IS DESIGNATED AS ZONE

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED  
WERE MADE IN ACCORDANCE WITH FEDERAL STANDARD SURVEYING PRACTICES FOR  
ALTA/ACSM LAND TITLE SURVEYS, JOINTLY DEVELOPED AND ADOPTED BY ALTA AND  
ACSM, AND THAT THE SURVEYING INSTRUMENTS AND METHODS USED WERE  
APPROPRIATE FOR THE TYPE OF SURVEY CONDUCTED AND THAT THE SURVEY  
WAS CONDUCTED IN ACCORDANCE WITH THE PROFESSIONAL STANDARDS AND  
PRACTICES OF THE SURVEYING PROFESSION IN ILLINOIS. THIS SURVEY  
INCLUDES ALL NECESSARY DATA AND GRAPHIC REQUIREMENTS FOR SURVEY INSTRUMENTS  
WHICH CONTROL LAND BOUNDARIES FOR ALTA/ACSM LAND TITLE SURVEYS.

DATED: \_\_\_\_\_

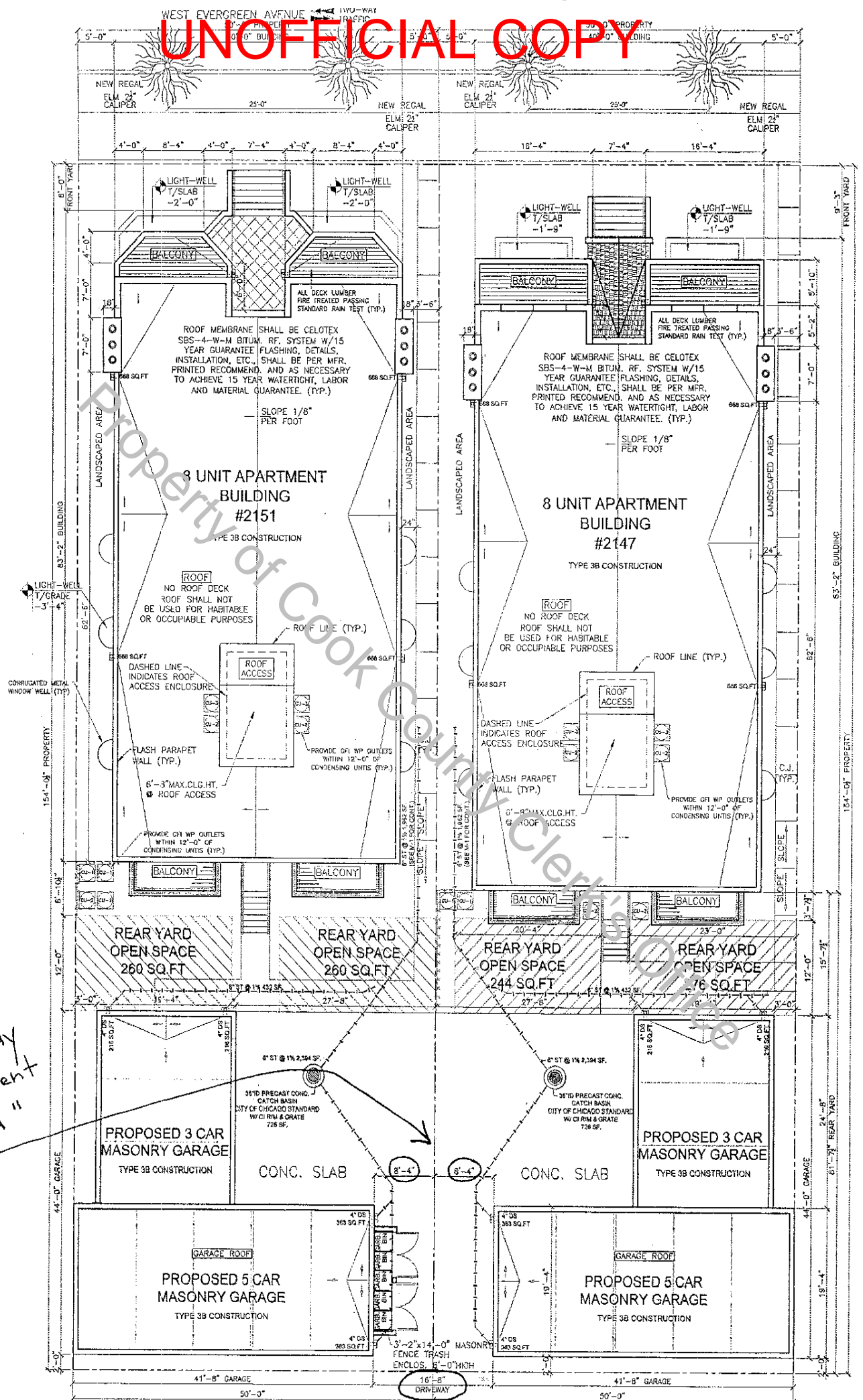
(PRINTED) \_\_\_\_\_

PROF. LAND SURVEYOR LICENSE NUMBER: \_\_\_\_\_

ORDER NO. \_\_\_\_\_

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= 7,714.32 SQ.FT
x 1.2
9,257.18 SQ.FT
3,135.67 SQ.FT
3,135.67 SQ.FT
2,977.11 SQ.FT
9,248.45 SQ.FT



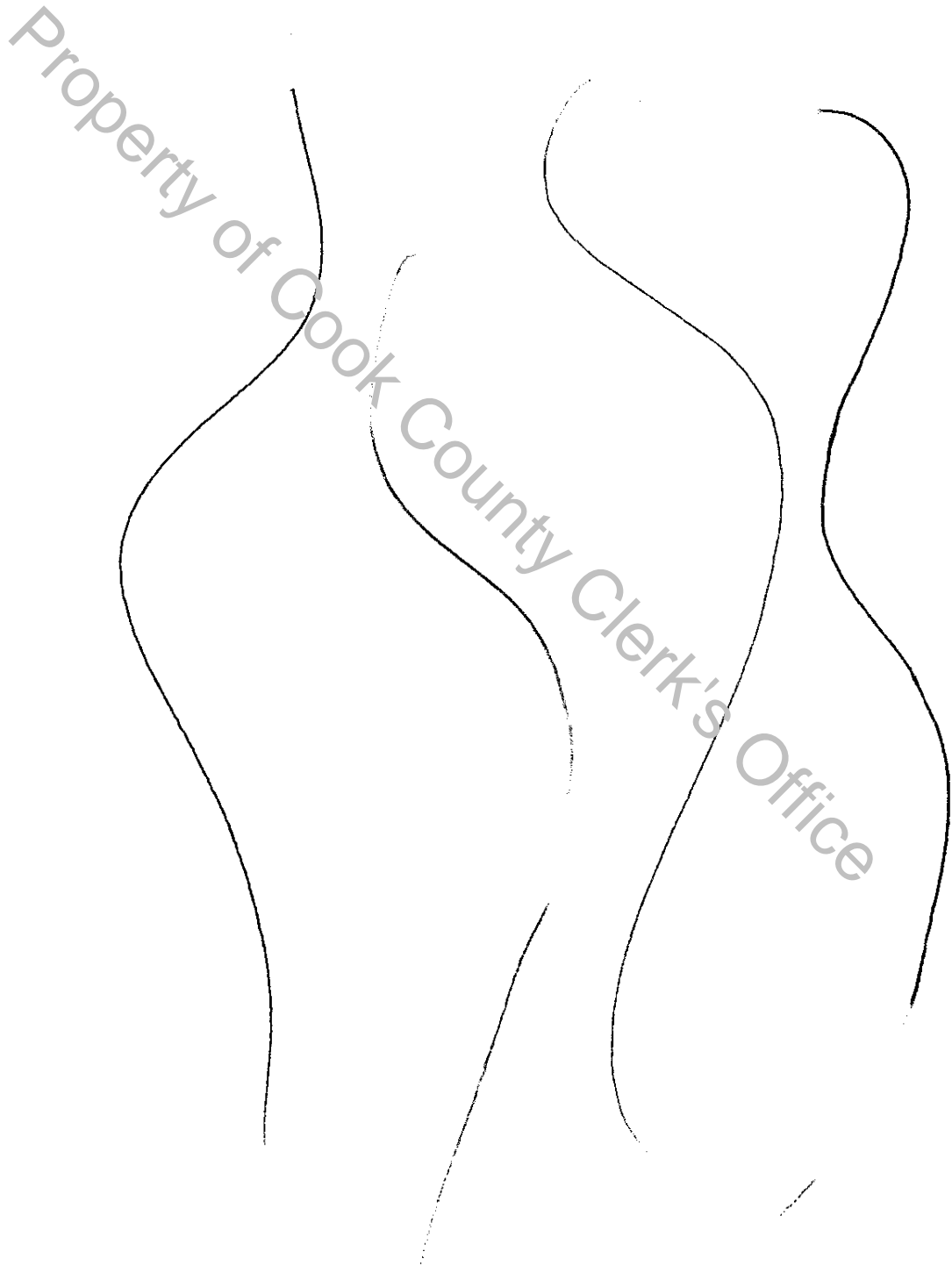
"driveway easement area"

SITE/ROOF PLAN RECONSTRUCT ALLEY TO ORIGINAL FORM 16' PUBLIC ALLEY SCALE: 1/8" = 1'-0"

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## Exhibit "C"

[See Site Plan depicting the DRIVEWAY and the driveway easement area attached hereto]



# UNOFFICIAL COPY

## Exhibit "B"

[See Plats of Survey attached hereto]

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