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This Instrument was Prepared By:

Valerie Haugh, Esq. Haugh & Associates, Ltd. 525 Dee Road, Suite 200 Roselle, Illinois 60172

After Recording Please Return To:

David B. Yelin, Esq. Duane Morris LLI' 227 West Monroe Salest Suite 3400 Chicago, Illinois 60606



Doc#: 0711733064 Fee: \$60.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 04/27/2007 09:35 AM Pg: 1 of 19

#### ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is made as of April 9, 2007, by and between 1033 UNIVERSITY, LL C, an Illinois limited liability company ("1033 University"), CARROLL PLACE, LLC, an Illinois limited liability company ("Carroll Place I") and 1890 MAPLE LLC, an Illinois limited liability company ("1890 Maple") (the foregoing, and their respective successor and/or assigns, shall hereinafter be referred to individually as a "Party" and collectively as the "Parties").

#### RECITALS

- A. 1033 University is the holder of legal title to certain real property located on the east side of Oak Avenue and the north side of University Place and commonly known as 1033 University Place in the City of Evanston, Cook County, Illinois and legally described on Exhibit "A" attached hereto (hereinafter referred to as the "1033 Parcel").
- B. Carroll LLC is the holder of legal title to certain real property located on the east side of Oak Avenue and on the south side of Emerson Street and commonly known as 1881 Oak Avenue in the City of Evanston, Cook County, Illinois and legally described on **Exhibit "C"** attached hereto (hereinafter referred to as the "1881 Parcel").
- C. 1890 Maple is the holder of legal title to certain real property located on the west side of Maple Avenue and on the south side of Emerson Street and commonly known as 1890 Maple Avenue in the City of Evanston, Cook County, Illinois and legally described on **Exhibit** "B" attached hereto (hereinafter referred to as the "1890 Parcel").
- D. The 1033 Parcel, the 1890 Parcel and the 1881 Parcel shall hereinafter each be referred to individually as a "Parcel" and collectively as the "Parcels".

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- E. Pursuant to that certain Access Easement Agreement dated as of October 27, 2000 by and among Evanston Northwestern Healthcare Corporation, an Illinois not-for-profit corporation, the prior record owner of the 1033 Parcel, 1881 Oak and 1890 Maple, recorded on October 30, 2000 in the Office of the Cook County Recorder as Document No. 00852574 (the "Existing Access Easement"), the owners of the 1890 Parcel and the 1881 Parcel were granted a perpetual, nonexclusive easement over across and through certain portions of the 1033 Parcel described in the Existing Access Easement, including an access easement for ingress and egress over a portion of the 1033 Parcel for a driveway, to provide ingress and egress to and from the 1890 Parcel and the 1881 Parcel and the public street known as University Place, as depicted on Exhibit E to the Existing Access Easement and designated thereon as the "1033 Access Easement Parcel" (the "1033 Driveway").
- F. Also pursuant to the Existing Access Easement, the owners of the 1880 Parcel and 1890 Parcel were granted, a perpetual, nonexclusive easement over across and through certain portions of the 1001 Parcel (as defined in the Existing Access Easement) which is adjacent to and used in connection with the 1033 Driveway and known as the 1001 Access Easement Parcel (as defined in the Existing Access Easement and as used herein, the "1001 Driveway").
- G. The 1001 Driveway and the 1003 Driveway are hereinafter referred to collectively as the "**Driveway**". The Driveway runs north from University Place to the southern boundary of the 1890 Parcel and is presently approximately seventeen (17) feet wide.
- H. 1033 University desires to grant, c'eclare and convey to and for the benefit of the 1881 Parcel and the 1890 Parcel, as an easement appurtenant to the 1881 Parcel and the 1890 Parcel, a nonexclusive easement for ingress and egress on the portion of the 1033 Parcel immediately adjacent to the entire length of the 1033 Driveway and being four (4) feet in width, as shown on the site plan attached hereto as **Exhibit** "D" and as legally described on **Exhibit** "E" attached hereto (the "Additional 1033 Access Easement Parcel"); for pedestrian and vehicular passage, circulation and ingress and egress to and iron the improvements now or hereafter constructed on the 1881 Parcel and the 1890 Parcel.
- NOW, THEREFORE, IN CONSIDERATION of the recitals, the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:
- 1. Recitals. The Recitals to this Agreement are hereby incorporated by recence herein and shall be deemed to be a part of this Agreement.
- 2. <u>Grant of Ingress, Egress and Access Easements</u>. 1033 University hereby grants, declares and conveys, to and for the benefit of the 1881 Parcel and the 1890 Parcel, as an easement appurtenant to the 1881 Parcel and the 1890 Parcel, a perpetual, nonexclusive easement over, across and through the Additional 1033 Access Easement Parcel, subject to the terms of this Agreement, for pedestrian and vehicular passage, circulation and ingress and egress in connection with the use and operation of the 1881 Parcel and the 1890 Parcel.

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#### 3. Maintenance Obligations.

- The owner of the 1890 Parcel may perform construction on the Additional 1033 Access Easement Parcel to construct the expansion of the Driveway on the Additional 1033 Access Easement Parcel, including without limitation removal of existing sidewalk, construction of curbs and gutters, reconstruction of the sidewalk on remaining 1033 parcel, if applicable, and restoration of all landscaping disturbed by such construction and reconstruction. All of the foregoing construction shall (i) be at the sole cost and expense of the 1890 Parcel owner; and (ii) be performed and completed in such a manner that it ties into the existing Driveway and (iii) be performed at times and utilizing means which do not unreasonably interfere with (1) the use of the Driveway by any of the parties entitled to such use; and (2) the use of the 1033 Parcel or any portion thereof by the occupants thereof, including tenants and their invitees; and (iv) be performed in accordance with and pursuant to any and all applicable laws, codes, regulations and any recorded utility easements affecting the 1033 Parcel and/or the Driveway, and the Existing Access Easement. 1033 University hereby grants to the owner of the 1890 Parcel a license for the purpose of performing the foregoing construction in accordance with the terms hereof.
- (b) 1033 University shall perform at its sole cost all ordinary and necessary maintenance, repair and replacement of the Additional 1033 Access Easement Parcel; provided, however, if any damage to the Additional 1033 Access Easement Parcel is caused by the negligence or willful acts of the owner of the 1890 Parcel and/or the owner of the 1881 Parcel or any of their respective employees, members, contractors, agents, tenants, occupants, visitors or invitees (a "Third Party Actor"), then the responsibility for such maintenance, repair and replacement and the costs thereof shall be borne by the party causing the damage or the owner of record of the Parcel associated with the Third Party Actor who caused such damage.
- (c) Nothing herein shall be deemed to revise, amend, supersede or contradict any of the obligations, covenants or rights under the Existing Access Easement. If the parties to the Existing Access Easement agree to the common maintenance, repair and replacement of the 1033/1001 Driveway, such agreement shall also apply to the Additional 1033 Access Easement Parcel in such proportion as is consistent with any such agreement under the Existing Access Easement.
- (d) If any of the Parties fail to perform the construction set forth in 3(a) above, and/or fail to maintain, repair and replace the Driveway in accordance with the requirements hereof, or if the Parties agree to the common maintenance, repair and replacement of the Driveway and any of the Parties fails to pay its respective share of the costs reasonably incurred in connection with such maintenance, repair and replacement of the Driveway (the "Common Maintenance Costs") (such non-performing party hereinafter referred to as the "Non-Performing Party") and such failure shall not be cured within thirty (30) days after the notice thereof from any other Party (such Party, a "Performing Party"), then any Performing Party shall have the right, but not the obligation, after delivery of written notice of its intent to perform same; provided, however, that no such notice shall be necessary if such failure constitutes an emergency

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which causes or threatens to cause any damage to persons or property. Any and all costs incurred by a Performing Party in the performance of such work or the enforcement of its rights created hereunder, including reasonable attorneys' fees and litigation costs, shall be reimbursed upon written demand therefor, together with interest at the rate set forth in Paragraph 6(a) hereof from the date of the expenditure thereof until repaid.

- 4. Retained Rights. So long as the easements granted under Paragraphs 2 hereof remain in effect, the Parties shall not use any portion of the Additional 1033 Access Easement Parcel for any purpose that could reasonably be expected to interfere in any material adverse manner with the use of the Additional 1033 Access Easement Parcel for the purposes stated in Paragraph 2 above.
- No Wechanics' Liens. The owners of the 1890 Parcel and/or the 1881 Parcel 5. shall not permit or cause any construction, mechanics', laborers', materialmen's, or other similar liens to attach to the Additional 1033 Access Easement Parcel in connection with the performance of any work of other construction activities. If, despite the foregoing, the owners of the 1890 Parcel and/or the 1881 Parcel or a Third Party Actor (collectively, a "Responsible Party causes or permits a lien to attach to the Additional 1033 Access Easement Parcel, the Responsible Party shall, at its sole cost and expense, cause such lien or liens to be discharged or bonded over to the satisfaction of the ov ner of the 1033 Parcel within thirty (30) days following written notice thereof. If the Responsible Party fails to so discharge or bond over all such liens, the owner of the 1033 Parcel shall have the 113nt to discharge such liens (without any inquiry as to the validity or merits thereof) and any amount paid by the owner of the 1033 Parcel in connection with such action, and all costs and expenses (including, without limitation, reasonable attorneys' fees, disbursements and court costs) incurred by the owner of the 1033 Parcel in connection therewith, together with interest at the rate set forth in Paragraph 6(a) hereof, from the date of expenditure thereof until repaid, shall be reimbursed by the Responsible Party upon written demand therefor.

#### 6. Reimbursement; Lien Rights.

- (a) If a Party incurs any costs or advances funds due to a default by another Party of its obligations hereunder, the defaulting Party (including, without limitation, a Responsible Party or a Non-Performing Party) shall reimburse the non-defaulting Party or Parties for all reasonable expenses incurred by the non-defaulting Party or Parties, together with interest thereon from the date of expenditure at an annual rate of tempercent (10%) or the maximum rate permitted by law, whichever is less.
- (b) All amounts due hereunder, together with interest thereon at a rate set forth in Section 6(a) above, and costs of collection thereof (including reasonable attorneys' fees), shall each be a charge and continuing lien upon the Parcel of the defaulting Party, which lien shall be binding upon such defaulting Party and all successors in title to the respective Parcel, provided that such lien shall be subordinate to the lien of any mortgage or deed of trust upon the affected Parcel which was recorded prior to the recording of the notice of any such lien amount due (collectively "Mortgage"). Any sale or transfer of a Parcel shall be subject to such lien; provided, however, that after the period of redemption has expired following the sale or transfer of

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the affected Parcel pursuant to a foreclosure of any Mortgage or any proceeding in lieu of foreclosure, the lien hereby created (but not the personal obligation to pay the same) shall extinguish as to payments which became due prior to such sale or transfer in lieu thereof. Notwithstanding anything to the contrary contained herein, all amounts due hereunder, together with interest thereon at the rate set forth in Paragraph 6(a) hereof and any and all costs of collection thereof, including reasonable attorneys' fees, shall be and remain until paid in full the personal obligation of the record owner of the affected Parcel at the time when such amount first became due and payable.

- Indemnification. The 1890 Parcel owner (the "1890 Indemnifying Party") shall indemnify and hold harmless the owner of the 1033 Parcel and its shareholders, partners, members, officers, directors, agents, attorneys, employees, contractors, representatives, successors and assigns (the "Indemnified Parties"), from and against any and all losses, expenses, claims, costs, causes, actions, litigation costs, attorneys' fees, suits, and damages relating to personal or bodily injuries, death, or damages or injuries to property arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the use or the grant of the easements hereunder or the use of the Additional 1033 Access Easement Parcel by the 1890 Indemnifying Party or any of its contractors, employees, agents, tenants, occupants, licensees or invitees ("1890 Claims"), including, without limitation, litigation costs and attorneys' fees. The 1881 Parcel owner (the "1881 Indemnifying Party" and together with the 1890 Indemnifying Party, collectively, the Indemnifying Party") shall indemnify and hold harmless the Indemnified Parties, from and against any and all losses, expenses, claims, costs, causes, actions, litigation costs, attorneys' fees, suits, and damages relating to personal or bodily injuries, death, or damages or injuries to properly arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the use or the grant of the easements hereunder or the use of the Additional 1033 Access Ease och Parcel by the 1881 Indemnifying Party or any of its contractors, employees, agents, tenants, occupants, licensees or invitees ("1881 Claims" and together with the 1890 Claims, collectively, the "Claims"), including, without limitation, litigation costs and attorneys' fees. The applicatic Indemnifying Party shall notify the Indemnified Parties of any applicable Claims or potential applicable Claims against the Indemnified Parties of which the applicable Indemnifying Party becomes aware promptly and in no event more than thirty (30) days after becoming aware of such applicable Claims. The 1890 Indemnifying Party's obligations under this Section 7 and the 1881 Indemnifying Party's obligations under this Section 7 shall be in addition to, and shall not be limited or vaived by the availability or unavailability of any insurance, including insurance provided by the applicable Indemnifying Party, provided, however, that any payment made on account of any applicable Claims from proceeds of insurance shall be deemed satisfaction of such applicable Claims, to the extent of the payment so made.
- 8. <u>Compliance with Laws and Regulations</u>. The Additional 1033 Access Easement Parcel shall be used only in compliance with applicable laws and such rules and regulations, including without limitation the terms and conditions of the Existing Access Easement and such other rules as may be promulgated by the Parties from time to time for the use of the Additional 1033 Access Easement Area, the scheduling of deliveries and the safe and orderly flow of traffic.

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9. <u>Notices</u>. All notices herein required shall be in writing and shall be served on the Parties, either personally delivered, sent via facsimile, sent via certified or registered mail, return receipt requested, or sent via expedited overnight courier. The addresses of the Parties for the purpose of sending such notices and communications shall be as follows:

If to 1033 University: 1033 U

1033 University, LLC

c/o Scribcor, Inc.

400 North Michigan Avenue, Suite 415

Chicago, Illinois 60611

Attn: President

Facsimile: (312) 923-8023

With a copy to:

Haugh & Associates, Ltd. 525 Dee Road, Suite 200 Roselle, Illinois 60172

Attention: Valerie Haugh, Esq. Facsimile: (630) 894-9927

If to Carroll Place I:

Carroll Properties, Inc.

20 North Wacker Drive, Suite 1625

Cricego, Illinois 60606 Attn: Robert C. King Facsimile: (312) 332-6028

With a copy to:

Duane Morris LI P

227 West Monroe Street, Suite 3400

Chicago, Illinois 60606

Attention: David B. Ye'in, Esq. Facsimile: (312) 499-6761

If to 1890 Maple:

1033 University, LLC

c/o Scribcor, Inc.

400 North Michigan Avenue, Suite 415

Chicago, Illinois 60611

Attn: President

Facsimile: (312) 923-8023

With a copy to:

Haugh & Associates, Ltd. 525 Dee Road, Suite 200 Roselle, Illinois 60172

Attention: Valerie Haugh, Esq. Facsimile: (630) 894-9927

Any notice shall be deemed given and effective (a) if personally delivered, on the first to occur of the date of actual receipt or refusal of delivery by any person at the intended address, (b) if by facsimile, upon confirmation of transmission (provided that within one (1) business day of such confirmed transmission, a duplicate copy of such notice is given by regular mail); (c) if by

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overnight courier, on the first business day after being delivered to a recognized overnight courier; or (d) if by mail, on the third (3<sup>rd</sup>) business day deposited in the United States mail, certified or registered mail, return receipt requested postage prepaid. A Party (or its successors, grantees and assigns) shall have the right to designate other or additional addresses for the delivery of notices by giving notice thereof in the manner set forth above (such other or additional addresses begin effective from and after the date of receipt of notice thereof by the other Parties).

10. **Estoppel.** Each Party shall, within fifteen (15) days after request therefor from another Party, furnish an "estoppel certificate" in the form reasonably required by the requesting Party, setting forth the status of this Agreement, the existence or absence of amounts due hereunder (and liens therefor) and any defaults that may exist hereunder and any other matter reasonable requested. The "estoppel certificate" shall be conclusive evidence of the matters set forth therein and may be relied upon by the requesting Party, its mortgagees, successors and assigns.

#### 11. Limitation of Liability.

- The liability of a Party under this Agreement shall be limited to and (a) enforceable solely against such Party's interest its Parcel (including insurance and condemnation proceeds attributable to the Parcel and including, where the Party is a trustee of a land trust, the subject matter of the trust) and not any other assets of such Party. Assets of a Party which is a partnership or limited liability company do not include the assets of the partners of such partnership or the members of such limited liability company, and a negative capital account of a partner in a partnership or a member in a limited liability company which is a Party and an obligation of a partner or a member to contribute capital to a partnership or to the limited liability company which is a Party shall not be deemed to be assets of a partnership or limited liability company which is a Party. At any time during which a Party is trustee of a land trust, all of the covenants and conditions to be performed by it hereunder are undertaken solely as trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against it or any of the beneficiaries under said trust agreement by reason of any of the covenants or conditions contained herein.
- (b) Except as set forth in Section 6 hereof, if any Party shall sell, assign, transfer, convey or otherwise dispose of its portion of a Parcel (other than as security for a loan to such Party), then (a) such Party shall be entirely freed and relieved of any and all obligations arising under this Agreement which accrue from and after the date such Party shall so sell, assign, transfer, convey or otherwise dispose of its interest in such portion of the Parcel, and (b) the party who succeeds to such Party's interest in such portion of the Parcel shall be deemed to have assumed any and all of the covenants and obligations arising under this Agreement of such Party accruing or which accrue under this Agreement from and after the date such Party shall so sell, assign, transfer, convey or otherwise dispose of its interest in such Parcel.
- 12. <u>Covenant Running with the Land</u>. The rights, duties, benefits and obligations contained herein are appurtenant to and shall run with the land, provided that the same may be

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amended, modified or canceled in whole or in part by the written agreement of the owners of record of the Parcels with the written consent of the mortgagees under all first mortgages of record encumbering all or any part of the Parcels. This Agreement shall be terminable only by a writing signed by the owners of record of all Parcels, and the mortgagee under all first mortgage of record on the Parcels, recorded in the Office of the Recorder of Deeds, Cook County, Illinois. Termination shall be effective upon recordation.

- 13. <u>Amendment</u>. No amendment, modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until such change is reduced to writing and approved by the necessary authorities of the Parties.
- 14. <u>Authority</u>. Each person is signing this Agreement hereby states and covenants that he or she has lead and understood this Agreement, that he or she has the authority to execute this Agreement on behalf of the Party whom he or she represents, and that such Party intends to be legally bound by the previsions of this Agreement.
- 15. <u>Miscellaneous</u>. This Agreement shall be governed by the laws of the State of Illinois. If any provision or its application thereof shall, to any extent be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed one and the same instrument. This Agreement and the instruments referred to herein contain the entire agreement relating to the rights granted herein.
- 16. <u>Future Acts</u>. The Parties agree, at any time and from time to time upon request therefor by another Party, to execute and deliver to the other Party or Parties any new and confirmatory instruments and do and perform any other acts which the other Party or Parties may reasonably request in order to carry out the purposes of this Agreen ent; provided, however, that any such request shall not in any way affect adversely in any material respect the substantive rights of such other Party or Parties.

The remainder of this page is intentionally left blank; Signatures follow on subsequent page

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# **UNOFFICIAL COF**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

> 1033 UNIVERSITY, LEC, an Illinois limited liability company

By:

Bilger Corporation, an Illinois corporation,

its Manager

By: Name:

Richard M. Ross, Jr.

Title:

President

DOOD OF COO CARROLL PLACE, LLC, an Illinois fimited liability company

Carroll Properties, Inc., an Illinois corporation,

its Manager

By:\_

Robert C. King

Name: file:

President

1890 MAPLE, L.C., an Illinois limited liability company

By:

Bilger Corporation, an Ohio corporation,

its Manager

Name:

Richard M. Ross, Jr

Title:

By:

President

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## **UNOFFICIAL COP**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

> 1033 UNIVERSITY, LLC, an Illinois limited liability company

Bilger Corporation, an Illinois corporation, By:

its Manager

By:\_

Richard M. Ross, Jr. Name:

Title: President

DOOR OR CARROLL PLACE, LLC, an Illinois limited liability company

By: Carroll Properties, Inc. an Illinois corporation,

its Manager

Name:

Title: President

1890 MAPLE, LLC, an Illinois limited liability company

Bilger Corporation, an Chio corporation, By:

its Manager

By:\_

Richard M. Ross, Jr. Name:

Title: President

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# **UNOFFICIAL COPY**

STATE OF ILLINOIS	)	
COUNTY OF COOK	)	SS:
	)	

The foregoing instrument was acknowledged this day by RICHARD M. ROSS, JR., personally known to me to be the PRESIDENT of BILGER CORPORATION, an Illinois corporation, Manager of 1033 UNIVERSITY, LLC, an Illinois limited liability company, 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 acknowledged that as such President of said corporation he signed and delivered the said instrument, as his free and voluntary act and deed, and as the free and voluntary act and deed of said BILGER CORPORATION, as Manager of 1033 UNIVERSITY LLC, for the uses and purposes therein set forth.

Witness may hand and official seal, this 19 day of Queil, 2007

Notary Public [Notarial Scal] "OFFICIAL SEAL"
Sherin Carroll
Notary Public, State of Illinois
Commission Expires 4/5/2011

Printed Name of Notary

Commission Express 4.5.2011

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## **UNOFFICIAL COPY**

STATE OF ILLINOIS	)	
	)	SS:
COUNTY OF COOK	)	

The foregoing instrument was acknowledged this day by ROBERT C. KING, personally known to me to be the PRESIDENT of CARROLL PROPERTIES, INC., an Illinois corporation, Manager of CARROLL PLACE, LLC, an Illinois limited liability company, 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 acknowledged that as such President of said corporation he signed and delivered the said instrument, as his free and voluntary act and deed, and as the free and voluntary act and deed of said CARROLL PROPERTIES, INC. as Manager of CARROLL PLACE, LLC, for the uses and purposes therein set forth.

Witness may hend and official seal, this 19th day of Moul

, 2007

750 Price

OFFICIAL SEAL
CHRISTINA M. BEDIAKO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7-31-2010

Notary Public
Notarial Seal]

Christina M. Bediako

Printed Narue of Notary

Commission Expires

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## **UNOFFICIAL COPY**

STATE OF ILLINOIS	)	
·	)	SS:
COUNTY OF COOK	)	

The foregoing instrument was acknowledged this day by RICHARD M. ROSS, JR., personally known to me to be the PRESIDENT of BILGER CORPORATION, an Illinois corporation, Manager of 1890 Maple LLC, an Illinois limited liability company, 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 acknowledged that as such President of said corporation he signed and delivered the said instrument, as his free and voluntary act and deed, and as the free and voluntary act and deed of said BILGER CORPORATION, as Manager of 1890 Maple LLC, for the uses and purposes therein set forth.

Notary Public [Notarial Scal] "OFFICIAL SEAL"
Sherin Carroll
Notary Public, State of Illinois
Commission Expires 4/5/2011

Shen: n Carroll
Printed Name of Notary

Commission Express: 4.5.2011

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#### **EXHIBIT "A"**

#### **LEGAL DESCRIPTION OF 1033 PARCEL**

THE EAST 24 FEET OF LOT 17, THE WEST 38 FEET OF LOT 21 AND ALL OF LOTS 18, 19 AND 20 TOGETHER WITH THE SOUTH HALF OF THE 16 FOOT WIDE VACATED EAST-WEST ALLEY LYING NORTH OF AND ADJOINING SAID LOTS ALL IN THE CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22 IN THE COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### Permanent Real Estato

#### Tax Index Numbers:

11-18-112-021

11-18-112-022

11-18-112-023

11-18-112-024

11-18-112-025

.11-18-112-026

#### Common Address:

The County Clark's Office 1033 University Place Evanston, Illinois

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#### **EXHIBIT "B"**

#### LEGAL DESCRIPTION OF 1890 PARCEL

LOT 1 IN CITY CONSOLIDATION NO. 1 OF LOTS 1, 2, 3, 4 AND 5 IN CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22 IN THE COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF CITY CONSOLIDATION NO. 1 RECORDED DECEMBER 10, 1987 AS DOCUMENT NO. 87654538, IN COOK COUNTY, ILLINOIS.

#### TOGETHER WITH

THE NORTH HALF OF THE 16 FOOT WIDE VACATED EAST-WEST ALLEY LYING SOUTH OF AND ADJORING LOT 1 IN CITY CONSOLIDATION NO. 1, OF LOTS 1, 2, 3, 4 AND 5 IN CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22 IN THE COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN SECTION 18, TOWNSHIP Th. Ook County Clerk's Office 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Tax Index Numbers: 11-18-112-038

#### Common Address:

1890 Maple Avenue Evanston, IL

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#### **EXHIBIT "C"**

#### **LEGAL DESCRIPTION OF 1881 PARCEL**

LOTS 6, 7, 8 AND THE EAST 24 FEET OF LOT 9 TOGETHER WITH THE NORTH HALF OF THE 16 FOOT WIDE VACATED EAST-WEST ALLEY LYING SOUTH OF AND ADJOINING SAID LOTS, ALL IN THE CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22 IN THE COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TO OF COUNTY CLORES OFFICE

Permanent Real Estare

#### Tax Index Numbers:

11-18-112-011

11-18-112-012

11-18-112-013

11-18-112-014

#### Common Address:

1881 Oak Avenue Evanston, IL

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#### **EXHIBIT "D"**

#### SITE PLAN DEPICTING ADDITIONAL 1033 ACCESS EASEMENT PARCEL

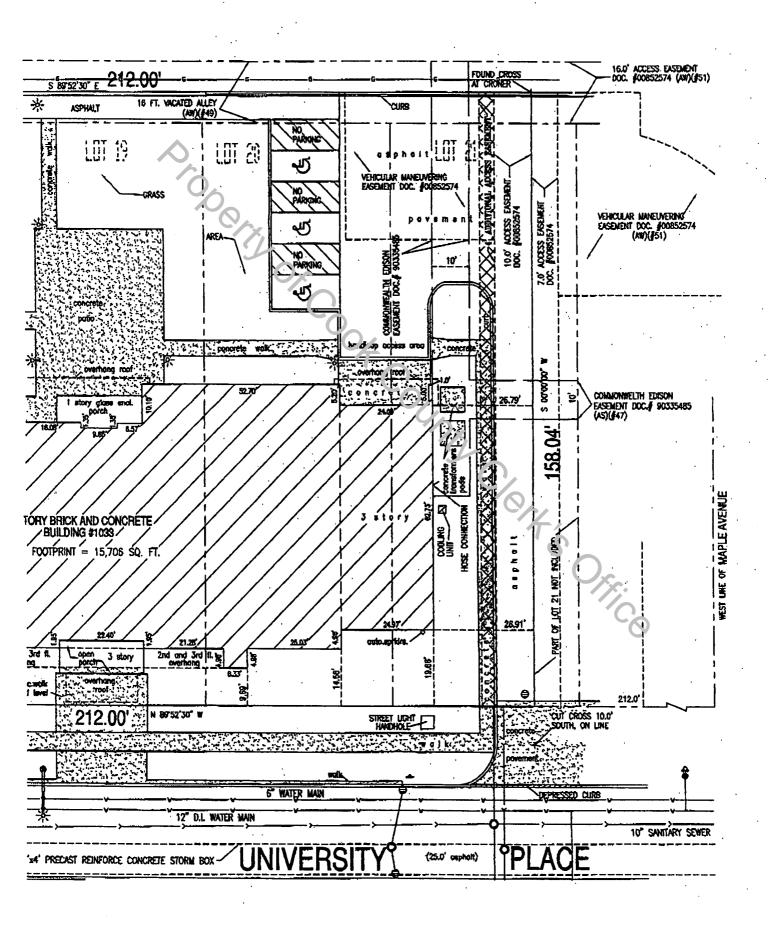
[SEE ATTACHED]



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# UNOFFICIAL COPY EXHIBIT "D"

### **ADDITIONAL 1033 ACCESS EASEMENT PARCEL**



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#### **EXHIBIT "E"**

#### LEGAL DESCRIPTION OF ADDITIONAL 1033 EASEMENT PARCEL

THE EAST 4 FEET OF THE WEST 28 FEET OF LOT 21 IN THE CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22 IN THE COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF PRINC.

TODORING OF COOK COUNTY CLORES OFFICE THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS