



## RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement, dated as of October ~~24~~ 2007 (this "Agreement"), is made by **1410 WAUKEGAN LLC**, an Illinois limited liability company ("Bank Parcel Owner"), **1410 WAUKEGAN CENTER LLC**, an Illinois limited liability company ("Shopping Center Owner"; Bank Parcel Owner and Shopping Center Owner are sometimes referred to individually as an "Owner" and together as the "Owners") and is joined in by **BANK OF AMERICA, N.A.**, a national banking association ("Bank").

### RECITALS:

**R-1** Bank Parcel Owner is the holder of legal title to certain real estate which is situated in the Village of Glenview, County of Cook, State of Illinois, as described on Exhibit A attached hereto (the "Bank Parcel").

**R-2** Shopping Center Owner is the holder of legal title to certain real estate which is situated in the Village (the "Shopping Center Parcel"; the Bank Parcel and the Shopping Center Parcel are together referred to as the "Property").

**R-3** Bank Parcel Owner and Bank entered into a Lease Agreement, dated ~~September 2~~ <sup>November</sup> 2, 2006 (the "Lease") with Bank pursuant to which Bank Parcel Owner is leasing the Bank Parcel to Bank. The Lease is evidenced by a Memorandum of Lease, dated the same date as the date of this Agreement, and recorded on the same date as the recording of this Agreement.

**R-4** Bank Parcel Owner and Shopping Center Owner desire to grant and declare certain easements, covenants and restrictions with respect to the Property to assure harmonious development and usage of the Property by Bank Parcel Owner, Shopping Center Owner and Bank.

**NOW, THEREFORE**, in consideration of the covenants and agreements hereinafter set forth and in furtherance of the parties' understanding, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. **Easement for Ingress and Egress.** Shopping Center Owner grants to Bank Parcel Owner a perpetual, nonexclusive easement for ingress and egress to and from (a) the easement parcel to the west adjoining the Shopping Center Parcel and the Bank Parcel, and (b) the public streets which adjoin the Property (Lake Avenue and Waukegan Road) for vehicular traffic on the driveway (the "Driveway") to be constructed by Shopping Center Owner on and along the public streets on the Shopping Center Parcel and the easement parcel to the west at the locations shown on the site plan attached hereto as Exhibit C and made a part hereof (the "Site Plan"). The foregoing easement shall also be extended in the event Shopping Center Owner is able to establish ingress and egress to and from the property to the north of the Shopping Center Parcel.

2. **Easement for Parking.** Bank Parcel Owner and Shopping Center Owner each grant to the other a perpetual, nonexclusive easement for parking on their respective parcels in common (the "Common Parking Spaces") to be constructed by the Owners on the Shopping Center Parcel at the locations shown on the Site Plan, provided that Bank shall have the

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exclusive right to park in the parking spaces designated "12 Dedicated Spaces for Bank" at the locations shown on the Site Plan.

3. **Monument Sign.** In the event Bank is unable to secure a monument signage permit for the Bank Parcel, Bank is granted the right to install its standard corporate signage on the Shopping Center pylon or monument signs on Waukegan Road and Lake Avenue, in the top panel position at Bank's cost and expense. The Bank sign will be consistent with the terms of the Lease.

4. **Installation, Maintenance and Repair.**

(a) The Driveway and the Common Parking Spaces shall be installed, maintained, repaired and, to the extent necessary, replaced by the Owners in accordance with the terms and provisions of the Lease so that at all times they shall be in good condition and repair and useable for the purposes intended. For purposes hereof, the Driveway and the Common Parking Spaces include all appurtenances thereto on the Shopping Center Parcel, including, but not limited to, driveways for ingress to and egress from the Common Parking Area, asphalt, stone base, surfacing, striping, directional signage, curbs, gutters, drainage facilities, landscaping and lighting. Bank will pay for its share of the cost thereof as Common Area Maintenance Expenses as provided in the Lease.

(b) All signs on the Bank Parcel shall be installed, maintained and repaired by Bank, at its cost and expense, so that, at all times it shall be in good condition and repair. For purposes hereof, such signs include all appurtenances thereto on the Bank Parcel, including, but not limited to, foundation and lighting.

(c) Except as provided in Paragraphs 4(a) and 4(b), Shopping Center Owner shall maintain, at its cost and expense, all improvements on the Shopping Center in good appearance, condition and repair.

5. **Alterations and Approvals.** Shopping Center Owner agrees that to the extent it makes any changes to the Site Plan (e.g., changing access, parking layout, orientation and size of the building or buildings on the Shopping Center Parcel), Shopping Center Owner shall first submit the proposed changes to Bank. Bank shall approve or disapprove the proposed changes within thirty (30) days after receipt of such proposal. Bank's approval of any proposed changes to the Site Plan shall not be unreasonably withheld, conditioned or delayed. Unless Bank so notifies Shopping Center Owner in writing within such thirty (30) day period that the changes are disapproved, the changes to the Site Plan shall be deemed approved. Shopping Center Owner acknowledges that the right to approve these changes is a material inducement to Bank to sign this Agreement. Consequently, Bank shall have the right to restrain by injunction any violation or threatened violation of this covenant by Shopping Center Owner, or to obtain a decree to compel specific performance of by Shopping Center Owner of this covenant, it being agreed that the remedy at law for a breach of this covenant on the part of Shopping Center Owner is not adequate. Subject to the Lease and any other ground lease covering any portion of the Property, and to any easements and restrictions of record granted or approved by an Owner from time to time, all parking and common areas in the Shopping Center Parcel shall be subject

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to the exclusive control and management of Shopping Center Owner, and Shopping Center Owner shall have the right, at any time and from time to time, to establish, modify, amend and enforce reasonable rules and regulations with respect to such parking and common areas and the use thereof, subject to Bank's rights to use the parking lot on the Property pursuant to this Agreement. Bank hereby agrees to abide by and comply with such rules and regulations upon notice thereof, and to cause its employees, agents, invitees, patrons, customers, concessionaires, and licensees to do the same. Shopping Center Owner may at any time close temporarily any parking or common area in the Shopping Center Parcel to make any repairs or changes thereto, to prevent the acquisition of public rights in such area or to discourage non-customer parking, and Shopping Center Owner may do such other acts in and to the common areas as in Shopping Center Owner's judgment may be desirable to improve the convenience thereof; provided, however, that (a) if it shall be necessary or appropriate, in Shopping Center Owner's reasonable judgment, to repair or maintain any common areas or common facilities providing access to the Shopping Center Parcel, Shopping Center Owner shall do so in a manner that minimizes unreasonable interference to Bank's business operations, and (b) the foregoing shall not limit or restrict Bank's maintenance and repair obligations under the Lease or the rights of Bank Parcel Owner to perform such maintenance and repair obligations if Bank shall fail to do so.

6. **Covenants Running With the Land.** All of the easements, covenants, restrictions and other terms and provisions of this Agreement are intended to run with the land, both as to benefit and burden, and be binding on and inure to the benefit of all present and future owners of the Bank Parcel and the Shopping Center Parcel, and on Bank, its successors and assigns so long as the Lease remains in effect.

7. **No Dedication.** Nothing contained in this instrument shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Property to or for any public use or purpose whatsoever.

8. **Casualty.** In the event of damage to the Property, neither Owner shall have an obligation to rebuild its portion of the Property; provided, however, each Owner shall repair its portion of the Property so that such portion is in a slightly condition and the easements described in Paragraphs 1 and 2 are usable by the other parties to this Agreement. Nothing contained in this Paragraph 8 shall relieve Bank Parcel Owner of any of its obligations to Bank under the Lease.

9. **Insurance.** Bank Parcel Owner and Shopping Center Owner shall each provide and keep in force general comprehensive public liability insurance against liability for bodily injury and death and property damages reasonably acceptable to the other Owner, and shall name the other Owner as additional insured. Upon request, each Owner shall provide the other Owner with evidence of such insurance.

10. **Default.**

(a) If Bank, Bank Parcel Owner or Shopping Center Owner fails to perform any of its obligations pursuant to this Agreement, a non-defaulting party may, but shall not be obligated to, perform such obligations. In such event, the defaulting party shall reimburse the non-defaulting party for the reasonable costs thereof within thirty (30) days

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after being billed therefore, together with interest thereon from the time such costs were incurred by the non-defaulting party to the time of such reimbursement at an interest rate equal to at the lower of (i) the highest lawful contract rate, or (ii) twelve (12%) per annum (the "Default Rate").

(b) If a party brings suit against another party to enforce any of the rights or obligations under this Agreement, the prevailing party shall be entitled to payment from the other party of all court costs and reasonable attorneys' fees incurred in connection with such suit, together with interest thereon from the time such costs and expenses were incurred to the time of such payment at the Default Rate in effect at the time such suit is filed.

11. **Notices.** Except as otherwise provided herein, any notice to be given hereunder by either party to the other shall be in writing and shall be deemed to be delivered upon the earlier of: (i) when actually received at the office of the respective party, i.e., whether by delivery, mail or telecopy ("fax"), i.e., with a "fax" delivery being deemed to have been received on the date shown on the sender's confirmation copy; or (ii) whether actually received or not, on the first business day after it has been deposited with a nationally recognized overnight mail courier service, or (iii) whether actually received or not, three (3) business days after it has been deposited in the United States mail, postage fully prepaid, registered or certified mail, addressed to the intended recipient at the primary address stated below in this section (or, if a change of address has been designated by the immediately succeeding sentence, then to the primary address specified in such notice), it being agreed that notices to a party's designated copy recipient(s) are to be undertaken but are not required for a notice to the party to be valid. Notices shall be addressed as set forth below, but each party can change its address by written notice to the other in accordance with this Section 11:

IF TO BANK PARCEL OWNER:

1410 Waukegan, LLC  
2222 North Elston Avenue  
Chicago, IL 60614  
Attention: Warren Baker  
Telephone: 773/755-0600  
Fax: 773/755-0700

with a copy to:

Wildman, Harrold, Allen & Dixon LLP  
225 West Wacker Drive  
Suite 2800  
Chicago, Illinois 60606  
Attention: Jeffrey P. Gray  
Telephone: 312/201-2557  
Fax: 312/416-4491

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IF TO SHOPPING CENTER OWNER: 1410 Waukegan Center LLC  
 2222 North Elston Avenue  
 Chicago, IL 60614  
 Attention: Warren Baker  
 Telephone: 773/755-0600  
 Fax: 773/755-0700

with a copy to: Wildman, Harrold, Allen & Dixon LLP  
 225 West Wacker Drive  
 Suite 2800  
 Chicago, Illinois 60606  
 Attention: Jeffrey P. Gray  
 Telephone: 312/201-2557  
 Fax: 312/416-4491

IF TO TENANT: Bank of America, N.A.  
 Sherrill Building, 6<sup>th</sup> Floor  
 NC2-109-06-05  
 13510 Ballantyne Corporate Place  
 Charlotte, NC 28277  
 Attn: Lease Administration  
 Telephone: 888/375-3382  
 Fax: 704/386-8441

with a copy to: Bank of America, N.A.  
 1025 Elm Street, 9<sup>th</sup> Floor  
 TX1-944-09-05  
 Dallas, TX 75202-3135  
 Attention: Transaction Specialist  
 Telephone: 214/209-2296  
 Fax: 214/9209-1737

12. **Exclusives.** As a material inducement to Bank to enter into this Agreement, Shopping Center Owner covenants that, so long as the Bank Parcel is developed and used exclusively for Banking Use (as defined below), no portion of the Shopping Center Parcel shall be used for a Banking Use, and Shopping Center Owner will not sell nor lease any portion of the Shopping Center to a Financial Institution (as defined below) or other entity for the Banking Use. For purposes of this Agreement, "Banking Use" shall mean retail or wholesale banking operations, which include, but are not limited to, receiving deposits or making loans to the general public, whether done by a state bank, national bank, savings and loan institution, credit union, investment brokerage firm, mortgage company or other entity (each a "Financial Institution") and whether accomplished by means of full service, express service, or motorbank facilities, automated teller machines or other self-service banking devices or otherwise. This

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restrictive covenant (a) is valid and effective only to the extent permitted by law, (b) is a covenant running with the land both as to benefit and burden, and (c) allows Bank, its successors, assigns or successors in interest, to specifically enforce the restriction and enjoin any violation by appropriate equitable proceedings without the requirement to post a bond.

13. **Exculpation.** None of the parties hereto (whether partners, shareholders, officers, directors, members, trustees, employees, beneficiaries or otherwise) shall ever be personally liable for any judgment obtained against a party. Each party agrees to look solely to the interest in the Property of a defaulting party for recovery of damages for any breach of this Agreement; provided, however, the foregoing shall not in any way impair, limit or prejudice the right of a party:

(a) To recover from another party all damages and costs on account of, or in connection with, casualty insurance or condemnation proceeds which are not applied or used in accordance with the terms of this Agreement.

(b) To recover from another party all damages and costs arising out of or in connection with, or on account of, a breach by such party of its obligations under Paragraph 9.

(c) To recover from a party all damages and costs arising out of or in connection with, or on account of, the failure by such party to pay when due any tax, assessment or lien.

(d) To recover from another party all damages and costs as a result of any fraud or misrepresentation by such party in connection with any term, covenant or condition in this Agreement.

(e) To pursue equitable relief in connection with any term, covenant or condition of this Agreement, including a proceeding for temporary restraining order, preliminary injunction, permanent injunction or specific performance, and recover all costs, including interest thereon, relating to such enforcement action.

(signatures to follow on next page)

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IN WITNESS WHEREOF, Bank Parcel Owner and Shopping Center Owner have executed and Bank has joined in this Agreement as of the day and year first above written.

**1410 WAUKEGAN LLC**

**1410 WAUKEGAN CENTER LLC**

By: \_\_\_\_\_  
Name: Warren Baker  
Its: Manager

By: \_\_\_\_\_  
Name: Warren Baker  
Its: Manager

**BANK OF AMERICA, NA.**

By: \_\_\_\_\_  
Name: James D. Porter  
Its: Senior Vice President

Property of Cook County Clerk's Office

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STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

I, Carol Lynn Whittaker, a Notary Public, in and for said county, in the state aforesaid, do hereby certify that Warren Baker, the President of Baker Development Corporation, the Manager of 1410 Waukegan LLC, 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 he signed and delivered said instrument as his 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 29th day of October, 2007.

Carol Lynn Whittaker  
Notary Public

My Commission Expires: 6-23-2009



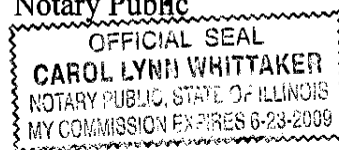
STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

I, Carol Lynn Whittaker, a Notary Public, in and for said county, in the state aforesaid, do hereby certify that Warren Baker, the President of Baker Development Corporation, the Manager of 1410 Waukegan Center LLC, 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 he signed and delivered said instrument as his 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 29th day of October, 2007.

Carol Lynn Whittaker  
Notary Public

My Commission Expires: 6-23-2009







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## EXHIBIT A

### LEGAL DESCRIPTION OF THE BANK PARCEL

#### Parcel 1:

That part of Lot 1 in Maryhaven Unit No. 2, according to the plat thereof, recorded July 17, 1963, as Document No. 18856223, together with Lot 1 in Michael's Subdivision, according to the plat thereof recorded September 20, 1988 as Document 88429165, together with the West 75 feet of the East 295 feet of Lots 7 and 8 (except therefrom the South 50 feet of said Lot 8) lying South of the line 308.12 feet North of and parallel with the South line of Section 26, in William Reed's Subdivision of part of the South 1/2 of Sections 26 and 27, Township 42 North, Range 12 East of the Third Principal Meridian, recorded August 16, 1886 as Document No. 744546, all taken as a tract described as follows: Beginning at the Southeast corner of said Lot 1 in Michael's Subdivision, thence North 89 degrees 34 minutes 42 seconds West (on an assumed bearing) along the South line of said Lot 1, a distance of 230.01 feet to a line 295 feet West of the East line of Lot 8 in William Reed's Subdivision; thence North 00 degrees 45 minutes 59 seconds East along said West line, 44.62 feet; thence South 89 degrees 34 minutes 42 seconds East parallel with the South line of Lot 1 in Michael's Subdivision 125.33 feet; thence North 00 degrees 25 minutes 18 seconds East perpendicular to the last described line 130.08 feet; thence South 89 degrees 34 minutes 42 seconds East perpendicular to the last described line, 120.46 feet to the East line of Lot 1 in Maryhaven Unit No. 2; thence South 00 degrees 45 minutes 59 seconds West along said East line, 161.50 feet to an angle point on the East side of Lot 1 in Michael's Subdivision; thence South 49 degrees 12 minutes 33 seconds West, 70.04 feet to the point of beginning, all in Cook County, Illinois.

#### Parcel 2:

Perpetual, non-exclusive easement for the benefit of Parcel 1 for the purpose of draining and conveying storm water from Parcel 1 in and through an underground storm sewer line or lines to detention facilities and to creek or stream Westerly of grantor's property, over, in and through the property described in the instrument as Detention and Storm Line Easement Area, as created by Storm Water Easement Agreement dated June 21, 2007 and recorded June 29, 2007 as Document Number 0718042006 by and between Resurrection Senior Services, an Illinois not for profit corporation, grantor, and 1410 Waukegan LLC, an Illinois limited liability company, grantee.

#### Parcel 3:

Perpetual, non-exclusive easement for the benefit of Parcel 1 on, over and across the Ingress/Egress Easement Area described in the instrument for the purposes of providing vehicular and pedestrian ingress and egress between Parcel 1 and Lake Avenue and a perpetual, exclusive easement for the benefit of Parcel 1 on, over and across the Signage Easement Area described in the instrument, for the purpose of installing and maintaining therein the Monument Sign, as created by Ingress/Egress and Signage Easement Agreement dated June 21, 2007 and recorded June 29, 2007 as Document Number 0718042007 by and between Resurrection Senior Services, an Illinois not for profit corporation, grantor, and 1410 Waukegan LLC, an Illinois limited liability company, grantee.

Commonly Known As: 1410 Waukegan Road, Glenview, IL 60025

Permanent Index Nos.: 04-26-400-042-0000 (affects part and other property)  
04-26-400-077-0000 (affects part and other property)  
04-26-400-032-0000 (affects part and other property)

**UNOFFICIAL COPY****EXHIBIT B****LEGAL DESCRIPTION OF THE RETAIL SHOPPING CENTER PARCEL****PARCEL 1:**

LOT 1 IN MARYHAVEN UNIT NO. 2, ACCORDING TO THE PLAT THEREOF, RECORDED JULY 17, 1963 AS DOCUMENT NO. 18856223, TOGETHER WITH LOT 1 IN MICHAEL'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 1998 AS DOCUMENT 88429165, TOGETHER WITH THE WEST 75 FEET OF THE EAST 295 FEET OF LOTS 7 AND 8 (EXCEPT THEREFROM THE SOUTH 50 FEET OF SAID LOT 8) LYING SOUTH OF THE LINE 308.12 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SECTION 26, IN WILLIAM REED'S SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTIONS 26 AND 27, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AUGUST 16, 1886 AS DOCUMENT NO. 744546, ALL TAKEN AS A TRACT, (EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1 IN MICHAEL'S SUBDIVISION, THENCE NORTH 89 DEGREES 34 MINUTES 42 SECONDS WEST (ON AN ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 230.01 FEET TO A LINE 295 FEET WEST OF THE EAST LINE OF LOT 8 IN WILLIAM REED'S SUBDIVISION; THENCE NORTH 00 DEGREES 45 MINUTES 59 SECONDS EAST ALONG SAID WEST LINE, 44.62 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 42 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF LOT 1, IN MICHAEL'S SUBDIVISION, 125.33 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 18 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED LINE, 130.08 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 42 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED LINE, 120.46 FEET TO THE EAST LINE OF LOT 1 IN MARYHAVEN UNIT NO. 2; THENCE SOUTH 00 DEGREES 45 MINUTES 59 SECONDS WEST ALONG SAID EAST LINE, 161.50 FEET TO AN ANGLE POINT ON THE EAST SIDE OF LOT 1 IN MICHAEL'S SUBDIVISION; THENCE SOUTH 49 DEGREES 12 MINUTES 33 SECONDS WEST, 20.04 FEET TO THE POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY STORM WATER EASEMENT AGREEMENT DATED JUNE 21, 2007 AND RECORDED JUNE 29, 2007 AS DOCUMENT 0718042006 FROM RESURRECTION SENIOR SERVICES, AN ILLINOIS NOT FOR PROFIT CORPORATION TO 1410 WAUKEGAN LLC, AN ILLINOIS LIMITED LIABILITY COMPANY FOR THE PURPOSE OF DRAINING AND CONVEYING STORM WATER OVER THE FOLLOWING DESCRIBED LAND:

ALL THAT PART OF LOTS 7 AND 8 (EXCEPT THE EAST 295 FEET OF SAID LOTS AND EXCEPT THE SOUTH 50 FEET OF SAID LOT 8), OF WILLIAM REED'S SUBDIVISION OF PART OF THE SOUTH HALF OF SECTIONS 26 AND 27, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 16, 1886 AS DOCUMENT NO. 744546,

TOGETHER WITH

LOT 1 IN MARYHAVEN SUBDIVISION OF PART OF THE WEST 31.68 ACRES OF LOTS 7 AND 8 LYING EASTERLY OF THE CENTER LINE OF THE WEST FORK OF THE NORTH BRANCH OF THE CHICAGO RIVER ALL IN WILLIAM REED'S SUBDIVISION OF PART OF THE SOUTH HALF OF SECTIONS 26 AND 27, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED MARCH 28, 1958 AS DOCUMENT NO. 17167350

BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF A LINE BEING 50.00 FEET NORTH OF (AS MEASURED PERPENDICULAR THERETO) AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 26 WITH

**UNOFFICIAL COPY****EXHIBIT B****LEGAL DESCRIPTION OF THE RETAIL SHOPPING CENTER PARCEL -****Page 2**

THE WEST LINE OF THE EAST 295.00 FEET OF SAID LOTS 7 AND 8; THENCE NORTH 00 DEGREES 45 MINUTES 59 SECONDS EAST ALONG SAID LAST DESCRIBED WEST LINE, 85.42 FEET TO A POINT OF BEGINNING FOR THIS LEGAL DESCRIPTION; THENCE NORTH 89 DEGREES 14 MINUTES 01 SECONDS WEST, 87.76 FEET; THENCE NORTH 00 DEGREES 45 MINUTES 59 SECONDS EAST, 113.92 FEET; THENCE NORTH 89 DEGREES 14 MINUTES 01 SECONDS WEST, 17.30 FEET; THENCE NORTH 17 DEGREES 47 MINUTES 00 SECONDS WEST, 46.75 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 24 SECONDS WEST, 423.07 FEET; THENCE SOUTH 87 DEGREES 53 MINUTES 55 SECONDS WEST, 242.46 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID LOT 1 IN MARYHAVEN SUBDIVISION; THENCE NORTH 11 DEGREES 14 MINUTES 05 SECONDS WEST ALONG SAID LAST DESCRIBED WEST LINE, 10.13 FEET; THENCE NORTH 87 DEGREES 53 MINUTES 55 SECONDS EAST, 244.30 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 24 SECONDS EAST 543.27 FEET TO AN INTERSECTION WITH THE AFORESAID WEST LINE OF THE EAST 295.00 FEET OF LOTS 7 AND 8; THENCE SOUTH 00 DEGREES 45 MINUTES 59 SECONDS WEST, 168.50 FEET ALONG SAID LAST DESCRIBED WEST LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

AN EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY INGRESS/EGRESS AND SIGNAGE EASEMENT AGREEMENT DATED JUNE 21, 2007 AND RECORDED JUNE 29, 2007 AS DOCUMENT 07108042007 FROM RESURRECTION SENIOR SERVICES, AN ILLINOIS NOT FOR PROFIT CORPORATION TO 1410 WAUKEGAN LLC, AN ILLINOIS LIMITED LIABILITY COMPANY FOR THE PURPOSE OF INSTALLING AND MAINTAINING A MONUMENT SIGN OVER THE FOLLOWING DESCRIBED LAND:

ALL THAT PART OF LOTS 7 AND 8 (EXCEPT THE EAST 295 FEET OF SAID LOTS AND EXCEPT THE SOUTH 50 FEET OF SAID LOT 8), OF WILLIAM REED'S SUBDIVISION OF PART OF THE SOUTH HALF OF SECTIONS 26 AND 27, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 16, 1886 AS DOCUMENT NUMBER 744546, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE BEING 50.00 FEET NORTH OF (AS MEASURED PERPENDICULAR THERETO) AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 26 WITH THE WEST LINE OF THE EAST 295.00 FEET OF SAID LOTS; THENCE NORTH 89 DEGREES 34 MINUTES 42 SECONDS WEST ALONG SAID LINE BEING 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SECTION 26, A DISTANCE OF 70.18 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 18 SECONDS EAST, 15.00 FEET TO AN INTERSECTION WITH A LINE BEING 65.00 NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 26; THENCE SOUTH 89 DEGREES 34 MINUTES 42 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 70.27 FEET TO AN INTERSECTION WITH THE AFORESAID WEST LINE OF THE EAST 295.00 FEET OF LOTS 7 AND 8; THENCE SOUTH 00 DEGREES 45 MINUTES 59 SECONDS WEST ALONG SAID LAST DESCRIBED WEST LINE, 15.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

**PARCEL 4:**

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY INGRESS/EGRESS AND SIGNAGE EASEMENT AGREEMENT DATED JUNE 21, 2007 AND RECORDED JUNE 29, 2007 AS DOCUMENT 0718042007 FROM RESURRECTION SENIOR SERVICES, AN ILLINOIS NOT FOR PROFIT CORPORATION TO 1410 WAUKEGAN LLC, AN ILLINOIS LIMITED LIABILITY COMPANY FOR THE PURPOSE OF PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND:

ALL THAT PART OF LOTS 7 AND 8 (EXCEPT THE EAST 295 FEET OF SAID LOTS AND EXCEPT THE SOUTH 50 FEET OF SAID LOT 8), OF WILLIAM REED'S SUBDIVISION OF PART OF THE SOUTH HALF OF SECTIONS 26 AND 27, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL

**UNOFFICIAL COPY****EXHIBIT B****LEGAL DESCRIPTION OF THE RETAIL SHOPPING CENTER PARCEL -****Page 3**

MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 16, 1886 AS DOCUMENT NUMBER 744546, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF A LINE BEING 50.00 FEET NORTH OF (AS MEASURED PERPENDICULAR THERETO) AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 26 WITH THE WEST LINE OF THE EAST 295.00 FEET OF SAID LOTS; THENCE NORTH 89 DEGREES 34 MINUTES 42 SECONDS WEST ALONG SAID LINE BEING 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SECTION 26, A DISTANCE OF 80.18 FEET TO A POINT OF BEGINNING FOR THIS LEGAL DESCRIPTION; THENCE NORTH 89 DEGREES 34 MINUTES 42 SECONDS WEST CONTINUING ALONG SAID LAST DESCRIBED PARALLEL LINE, 25.25 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 18 SECONDS EAST, 57.00 FEET TO AN INTERSECTION WITH A LINE BEING 107.00 NORTH OF (AS MEASURED PERPENDICULAR THERETO) AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 26; THENCE SOUTH 89 DEGREES 34 MINUTES 42 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 105.77 FEET TO AN INTERSECTION WITH THE AFORESAID WEST LINE OF THE EAST 295.00 FEET OF LOTS 7 AND 8; THENCE SOUTH 00 DEGREES 45 MINUTES 59 SECONDS WEST ALONG SAID LAST DESCRIBED WEST LINE, 25.20 FEET TO AN INTERSECTION WITH A LINE BEING 81.75 FEET NORTH OF (AS MEASURED PERPENDICULAR THERETO) AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 26; THENCE NORTH 89 DEGREES 34 MINUTES 42 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 80.37 FEET; THENCE SOUTH 00 DEGREES 25 MINUTES 18 SECONDS WEST, 31.75 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Commonly Known As: 1410 Waukegan Road, Glenview, IL 60025

Permanent Index Nos.: 04-26-400-042-0000 (affects part and other property)  
 04-26-400-077-0000 (affects part and other property)  
 04-26-400-032-0000 (affects part and other property)

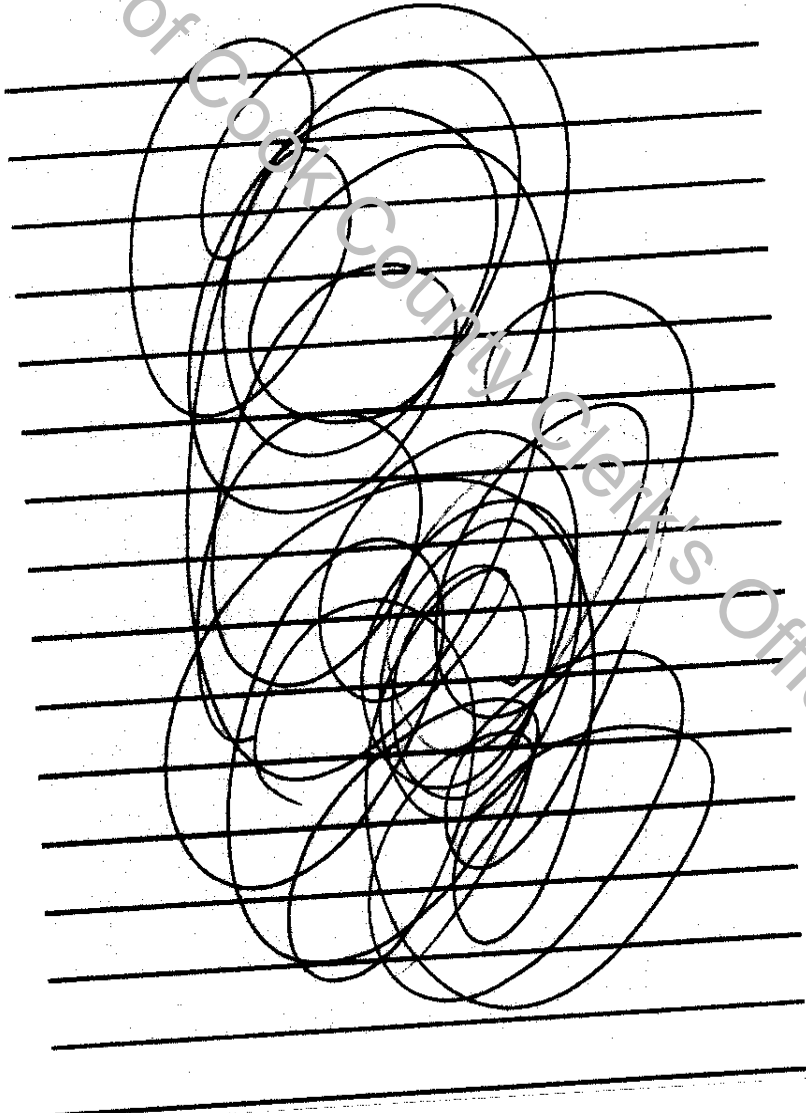
# UNOFFICIAL COPY

## EXHIBIT C

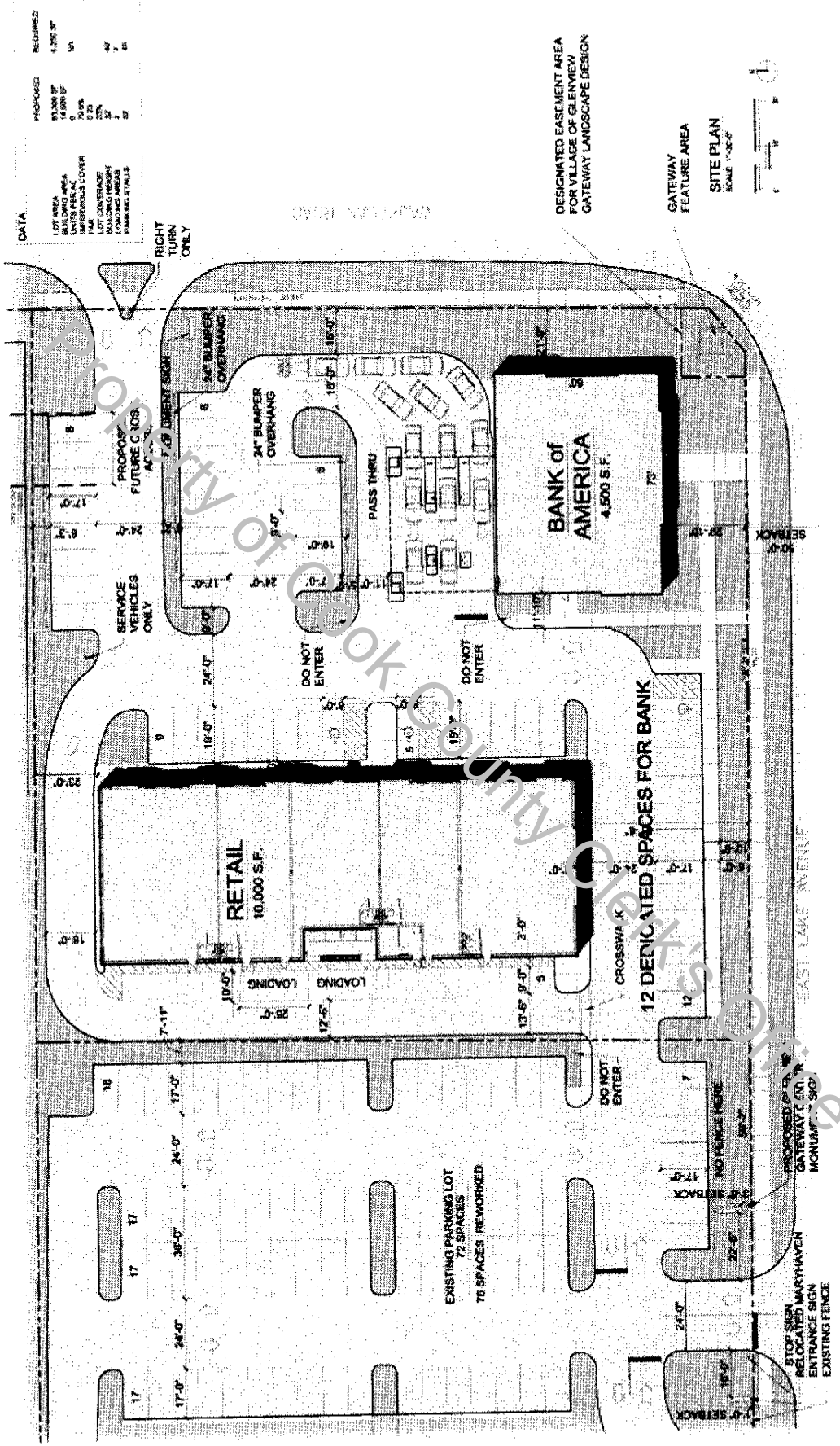
### Site Plan

*(See attached)*

Property of Cook County Clerk's Office



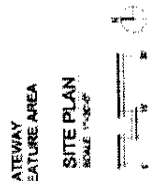
# UNOFFICIAL COPY



DATA

PROPOSED	REQUIRED
LOT AREA	4,200 S.F.
BUILDING AREA	NA
MAXIMUM LOT COVER	NA
MINIMUM SETBACK	7.5'
MINIMUM SIDEWALK COVER	7.5'
MINIMUM FRONT SETBACK	7.5'
MINIMUM SIDE SETBACK	7.5'
MINIMUM REAR SETBACK	7.5'
MINIMUM FRONT YARD SETBACK	7.5'
MINIMUM SIDE YARD SETBACK	7.5'
MINIMUM REAR YARD SETBACK	7.5'
MINIMUM FRONT SETBACK	7.5'
MINIMUM SIDE SETBACK	7.5'
MINIMUM REAR SETBACK	7.5'

DESIGNATED EASEMENT AREA  
FOR VILLAGE OF GLENVIEW  
GATEWAY LANDSCAPE DESIGN



LAKE AND WAUKEGAN DEVELOPMENT  
GLENVIEW ILLINOIS

**OKW** Architects