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Cook County Recorder

08016091

LICENSE AGREEMENT

This Lice Se Agreement (this "Agreement") made and entered into as of this 11th day of Marcin 1998 by and between Heatherfield Center, L.L.C., an Illinois limited liability company ("Hetherfield"), and Sunset Village Limited Partnership, an Illinois limited Partnership ("Surset").

RECITALS

WHEREAS, Heatherfield is the owner of the real estate legally described on Exhibit A attached hereto and made a part hereof ("Heatherfield Property"); and

WHEREAS, Sunset is the fee owner of Parcel 1 and is the ground lessee of Parcel 2, Parcel A, Parcel B, Parcel C, Sales Lot, Ronnics Restaurant, and Staging Area, all of such real estate legally described on Exhibit B attached hereto and made a part hereof ("Sunset Property"); and

WHEREAS, a survey of the Heatherfield Property presared by Edward J. Molloy and Associates, Inc. dated November 7, 1996, revised February 18, 1998 (Order No. 961049), a copy of which is attached hereto and made a part hereof ("Survey") has located various encroachments of mobile homes and utility connections to those mobile homes as well as those decks noted on the survey as being "permitted" (collectively "Encroachments") onto the Heatherfield Property from the Sunset Property; and

WHEREAS, Sunset has requested and Heatherfield is willing to grant a liceuse to allow some or all of the Encroachments to temporarily remain on the Heatherfield Property, but without vesting any rights to Sunset in the Heatherfield Property.

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Heatherfield and Sunset agree as follows:

1. The foregoing recitals are incorporated herein and made a part hereof.

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BOX 307- BOWMAN

- 2. Heatherfield hereby grants to Sunset a license to occupy and use, subject to all the terms and conditions of this Agreement, those parts of the Heatherfield Property on which Encroachments currently exist as reflected on the Survey.
- 3. The Encroachments may continue in whole or in part during the term beginning as of the 11th day of March, 1998 and continuing until this Agreement is terminated as herein provided.
- 4. Sunset has removed from the Heatherfield Property, all sheds, unpermitted decks, patios, fences, dog runs, playground equipment and all other items which are encroaching on the Heatherfield Property and which are not permitted Encroachments.
- 5. No payment shall be made by Sunset to Heatherfield for the rights granted hereunder.
- 6. Either party may terminate this Agreement and any rights hereunder at any time by giving thirty (30) days written notice to the other specifying the date of termination as to all or any of the Encroachments.

If any part of any of the Encroachments are partially or totally destroyed by fire or other casualty, this Agreement and any rights hereunder shall immediately terminate as to those destroyed Encroachments without notice.

If any part of any of the Encroachmen's are altered or removed, this Agreement and any rights hereunder shall immediately terminate as to those altered or removed Encroachments without notice. Sunset shall not erect or authorize the erection or replacement of any of the Encroachments.

- 7. On termination of this Agreement as to all or say Encroachments, Sunset shall, within five (5) days following the termination of this Agreement, quietly and peacefully remove from the Heatherfield Property the affected Enc oachments and immediately surrender possession of those portions of the Heatherfield Property on which the Encroachments previously existed in an otherwise unaltered conditio 1.
- 8. In the event Sunset does not comply with the terms of this Agreement, then Heatherfield may immediately with notice and with process of law, remove or cause to be removed from the Heatherfield Property all or any Encroachments. Sunset shall, upon demand, pay to Heatherfield all damages caused by the failure of Sunset to comply with this Agreement, including without limitation, all direct and indirect costs of the removal of all or any of the Encroachments.
 - 9. The license given under this Agreement is not exclusive.
- 10. Sunset's privileges under this Agreement shall not be assignable by Sunset in whole or in part without written consent of Heatherfield, which consent shall not be unreasonably withheld, conditioned or delayed.

- 11. Waiver by Heatherfield of any breach of any term or provision under this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision of this Agreement.
- 12. Heatherfield shall be and remain solely responsible for any real estate taxes relating to the Heatherfield Property. Sunset shall be and remain solely responsible for any real estate taxes relating to the Sunset Property and for any taxes of any sort relating solely to the Encroachments.
- Heatherfield and its partners, agents or employees harmless and to indemnify each of them against claims and expenses or liabilities incurred (including reasonable attorney's fees) arising from Sunset's actions or inactions relating to the Heatherfield Property or the rights granted to Sunset under this Agreement. Sunset hereby releases Heatherfield and its partners, agents and employees from and waives all claims for damages to persons or property sustained by Heatherfield resulting directly or indirectly from the occurrence, condition or defect in or about the Heatherfield Property or any part thereof or from any accident in or about the Heatherfield Property.
- 14. Sunset shall throughout the term of this Agreement maintain public liability coverage naming Heatherfield, its partners and any designated successors as named insureds in the minimum amount of Two Million Dollars (\$2,000,000.00). Such policy shall be in form and with such comparies as may be reasonably approved in writing by Heatherfield and shall provide that it may not be cancelled without at least thirty (30) days prior written notice to Heatherfield.
- 15. This Agreement shall be governed by the laws of the State of Illinois. If any term of this Agreement is held invalid, illegal or unenforceable in whole or in part, the validity of the remaining terms of this Agreement shall not be affected thereby. This Agreement shall be construed to have been mutually prepared by the parties.
- 16. If Heatherfield shall bring any actions or proceedings for dam ages or for an alleged breach of any provision of this Agreement or to protect or establish any right or remedy hereunder, all costs, expenses and fees, including, without limitation court costs and reasonable attorneys' fees, of the prevailing party in said action, suit or proceeding shall be borne by the party against whose interest the judgment, settlement or decision is entered.
 - 17. Time is of the essence of this Agreement.
- 18. This Agreement shall be binding upon the successors and assigns of Heatherfield and Sunset.
- 19. All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or by a nationally recognized overnight express

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carrier or by registered or certified mail with postage prepaid to the following addresses, or to such other addresses as either party may subsequently designate:

If to Heatherfield:

Heatherfield Center, L.L.C.

c/o James Building Corporation 2550 Waukegan Road, Suite 220

Glenview, Illinois 60025 Attention: Jerry S. James

with a copy to:

Fred I. Feinstein, P.C. McDermott, Will & Emery 227 West Monroe Street Chicago, Illinois 60606

If to Sunset:

Sunset Village Limited Partnership

c/o Capital One Realty

875 North Michigan Avenue, Suite 3800

Chicago, Illinois 60611 Attention: Alex M. Vercillo

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

Heatherneld Center, L.L.C. an Illinois irrited liability company

By: E-Heather field Center, L.L.C.

Name: WARREN I. TAME:

Its: VICG-PRESIDENT

Sunset Village Limited Partnership an Illinois limited partnership

By: Name: R i Ward

Its: Managing General Partner

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STATE OF ILLINOIS)	
) SS.	
COUNTY OF)	
DO HEREBY CERTIF Heatherfield Center, L. to me to be the same per appeared before me this, he signed and of free and voluntary act at therein set forth.	ed, a Notary Public in and for said Country that Warren A. James, as Vice-A. L.C., an Illinois limited liability companers on whose name is subscribed to the forms day in person and acknowledged that, a delivered said instrument as his free and and deed of Heatherfield Center, L.L.C., when hand and official seal, this day of	YESIDENT of y, and personally known regoing instrument, as such <u>VICE-PRESIDE</u> NT voluntary act, and as the for the uses and purposes
	Notary Public	
My Commission Expir	es: 8/26/2002	"OFFICIAL SEAL"
Wy Commission Expu		ANDREA L. CASALINO Notary Public, State of Illinois My Commission Exp. 08/26/2002
Wy Commission Expu	OOZ	Notary Public, State of Illinois My Commission Exp. 08/26/2002
Wy Commission Expu	OOZ	Notary Public, State of Illinois My Commission Exp. 08/26/2002
Wy Commission Expu	OOZ	Notary Public, State of Illinois My Commission Exp. 08/26/2002
Wy Commission Expu-	County Co	Notary Public, State of Illinois My Commission Exp. 08/26/2002

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STATE OF ILLINOIS)
) SS.
COUNTY OF)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard J. Klorchek, as Monor in G. P. of Sunset Village Limited Partnership, an Illinois limited partnership, 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 Monoton he signed and delivered said instrument as his free and voluntary act, and as the free and voluntary act and deed of Sunset Village Limited Partnership for the uses and purposes therein sei forth.

Given in ler my hand and official seal, this 2d day of wender, 1998.

My Commission Expires:

OFFICIAL SEAL MICHELLE L. ZOLECKI NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 7-21-2001 County Clarks Office

This Instrument prepared by and after recording return to:

Fred I. Feinstein, P.C. McDermott, Will & Emery 227 West Monroe Street Chicago, Illinois 60606

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EXHIBIT A

HEATHERFIELD PROPERTY

THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 70 FEET WESTERLY OF THE CENTERLINE OF WAUKEGAN ROAD AS MEASURED PERPENDICULAR TO SAID CENTERLINE AT A POINT 830 FEET SOUTHERLY OF THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 AS MEASURED ALONG SAID CENTERLINE (HAVING AM ASSUMED BEARING SOUTH 03 DEGREES 54 MINUTES 59 SECONDS EAST, SAID POINT BEING ON THE WESTERLY LINE OF LAND CONVEYED TO THE VILLAGE OF GLENVIEW BY WARRANTY DEED RECORDED AS DOCUMENT 90119237 ON MARCH 16, 1990); THENCE SOUTH 03 DEGREES 54 MINUTES 59 SECONDS EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 31.65 FEET; THENCE SOUTH 03 DEGREES 14 MINUTES 17 SECONDS EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 648.98 TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGRESS 12 MINUTES 03 SECONDS WEST, ALONG A LINE 786.62 FEET NORTHERLY OF THE SOUTH LINE OF LOT 18 IN COUNTY CLERK'S DIVISION OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 12, RECTAVED AS DOCUMENT 106454 DATED OCTOBER 11, 1876, AS MEASURED PERPENDICULAR TERRITO, A DISTANCE OF 296.85 FEET TO A POINT; THENCE SOUTH 15 DEGREES 13 MINUTES 27 SECONDS WEST, A DISTANCE OF 145.44 FEET TO A POINT ON A CURVE BEING CONCAVE SCHIMESTERLY HAVING A RADIUS OF 333.00 FEET AND CHORD BEARING SOUTH 60 DEGREES 20 MINUTES 53 SECONDS EAST; THENCE ALONG THE ARC OF SAID CURVE AN ARC DISTANCA OF 17.42 FEET TO A POINT OF COMPOUND CURVATURE HAVING A RADIUS OF 200.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 50.58 FEST TO A POINT OF REVERSE CURVATURE HAVING A RADIUS OF 239.42 FEST; THENCE ALONG THE ARC OF SAID CURVE, A DESTANCE OF 186.95 FEET TO A POINT OF TANGENCY; THENCE SOUTH 69 DEGREES 05 MINUTES OF SECONDS EAST, A DISTANCE OF 98.00 FRET; THENCE NORTH 43 DEGREES 57 MINUTES 57 SECONDS EAST, A DISTANCE OF 39.54 PEET TO A POINT ON THE APORESAID WESTERLY LINE 221.58 FEET SOUTHEASTERLY OF THE POINT OF BEGINNING; THENCE SOUTH 03 DEGREES 14 STOTTES 17 SECONDS EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 150.45 FEET; DEGREE HORTH 46 DEGREES 13 MINUTES 26 SECONDS WEST, A DISTANCE OF 45.80 FEST; THESE MORTH 89 DEGREES 05 MINUTES 57 SECONDS WEST, A DISTANCE OF 62.88 FEET TO A POLYT ON A CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 345.26 FEET AND A CHORD BEARING NORTH 65 DEGREES 09 MINUTES 42 SECONDS WEST; THENCE ALONG THE ARC (SAID CURVE, A DISTANCE OF 270.28 FEET TO A POINT OF REVERSE CURVATURE HAVING A POINS OF 200.00 PRET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 76.55 FORT TO A POINT OF COMPOUND CURVATURE HAVING A RADIUS OF 273.00 FEET; THERE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 116.90 FEET TO A POINT OF TANGENCY; THUNC, MORTH 89 DEGREES 12 MINUTES 03 SECONDS WEST, A DISTANCE OF 245.29 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 348.69 FEET; THENCE ALONG THE ARC CA SAID CURVE, A DISTANCE OF 11.26 FEET; THENCE SOUTH 00 DEGREES 47 MINUTES 57 SECURLS WEST, A DISTANCE OF 623.18 FEET TO A POINT ON SAID SOUTH LINE; THENCE SOUTH 89 DEGREES 12 MINUTES 03 SECONDS EAST ALONG SAID SOUTH LINE, A DISTANCE OF 798.16 PERT TO A POINT ON SAID WESTERLY LINE; THENCE NORTH 03 DEGREES 14 MINUTES 17 SECONDS WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 788.57 FEET TO THE POINT OF BEGINNING, ALL IN SECTION 23, TOWNSHIP 42 MORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Index Numbers: 04-23-300-002 04-23-400-001

Common Address: Southwest Corner of Willow & Waukegan Road

Glenview, Illinois

SUNSET PROPERTY

THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PART OF THE SOUTH 1/2 OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIPD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 23, 1320 FEET EAST OF THE WEST LINE OF SAID SECTION 23; THENCE EAST 8.91 FEET, THENCE NORTH 65 FEET MORE OR LESS, TO THE CENTER LINE OF RIVER; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID RIVER TO A POINT IN THE SOUTH LINE OF JOHN STOLL'S LAND 2045.20 FEET WEST OF THE CENTER LINE OF WAUKEGAN ROAD, AS MEASURED ALONG SAID SOUTH LINE OF JOHN STOLL'S LAND; THENCE EAST ALONG SAID SOUTH LINE OF JOHN STOLL'S LAND 2045.20 FEET TO SAID CENTER LINE OF WAUKEGAN ROAD; THENCE SOUTHERLY ALONG SAID CENTER LINE OF WAUKEGAN ROAD 431 FEET; THENCE WEST IN A STRAIGHT LINE, 1837.63 FEET, MORE OR LESS, TO A POINT 82.84 FEET SOUTH OF THE PLACE OF BEGINNING. AND 1320 FEET EAST OF SAID WEST LINE OF SAID SECTION 23; THENCE NORTH 82.84 FEET TO THE PLACE OF BEGINNING, EXCEPT THAT PART LYING EASTERLY OF THE WESTERLY LINE OF WAUKEGAN ROAD SHOWN AS DOCUMENT NUMBER 88178434, EXCEPTING THAT PART THEREOF DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 30 AND 31 IN COUNTY CLERK'S DIVISION OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIR) PRINCIPAL MERIDIAN, LYING EAST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE OF SAID LOT 30 AND PASSING THROUGH A POINT ON SAID SOUTH LINE 255.46 FEET WEST OF THE INTERSECTION OF THE CENTER LINE OF WAUKEGAN ROAD WITH SAID SOUTH LINE AND LYING NORTH OF THE NORTH LINE OF THE SOUTH 408.91 FEET OF SAID LOT 30, EXCEPT THAT PART LYING EASTERLY OF THE WESTERLY LINE OF WAUKEGAN ROAD AS WIDENED PER DOCUMENT 10. 88178434, IN COOK COUNTY, ILLINOIS, AND EXCEPTING FROM THE FIRST ABOVE DESCRIBED PREMISES, THAT PART THEREOF, IF ANY, FALLING WITHIN THE SOUTH 293.16 FEET OF LOT 30 1/4 COUNTY CLERK'S DIVISION OF SECTION 23 AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 293.16 FEET OF LOT 30 IN COUNTY CLERK'S DIVISION OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER LINE OF WAUKEGAN ROAD AND THE SOUTH LINE OF SAID LOT 30; RUNNING THENCE WEST 300 FEET; THENCE NORTH AT A RIGHT ANGLE TO SAID SOUTH LINE OF LOT 3.) TO A POINT ON THE NORTH LINE OF THE SOUTH 293.16 FEET OF LOT 30; THENCE EAST ALONG SAID NORTH LINE TO A POINT IN THE CENTER LINE OF WAUKEGAN ROAD; THENCE SOUTHEASTERLY TO THE POINT OF BEGINNING).

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PARCEL A:

THE NORTH 42.16 FEET OF THE SOUTH 293.16 FEET OF LOT 30 IN COUNTY CLERK'S DIVISION OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE OF SAID LOT PASSING THROUGH A POINT ON SAID SOUTH LINE 300.00 FEET WEST OF THE INTERSECTION OF THE CENTER LINE OF WAUKEGAN ROAD WITH SAID SOUTH LINE AND LYING WEST OF A LINE DRAWN PERPENDICULAR TO SAID SOUTH LINE AND PASSING THROUGH A POINT ON SAID SOUTH LINE 107.00 FEET WEST OF THE INTERSECTION OF SAID CENTER LINE WITH SAID SOUTH LINE, IN COOK COUNTY ILLINOIS.

PARCEL B:

THAT PART OF LC. 30 IN COUNTY CLERK'S DIVISION OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE CENTER LINE OF WAUKEGAN ROAD, 167.00 FEET NORTH OF THE SOUTH LINE OF SAID LOCAGE (AS MEASURED PERPENDICULARLY THERETO); THENCE WEST, PARALLEL WITH SAID SOUTH LINE 128.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WEST ALONG SAID PARALLEL LINE 116.85 FEET; THENCE SOUTH, PERPENDICULAR TO SAID SOUTH LINE, 75.00 FEET; THENCE WEST, PARALLEL WITH SAID SOUTH LINE, 42.15 FEET TO A POINT ON A LINE DRAWN PEPPENDICULAR TO SAID SOUTH LINE AND PASSING THROUGH A POINT ON SAID SOUTH LINE, 300.00 FEET WEST OF THE INTERSECTION OF SAID CENTER LINE WITH SAID SOUTH LINE; THENCE NORTH ALONG THE APORESAID PERPENDICULAR LINE, 127.00 FEET TO A FOINT ON THE NORTH LINE OF THE SOUTH 219.00 FEET OF SAID LOT; THENCE EAST, ALONG SAID NORTH LINE, 159.00 FEET, TO A POINT ON A LINE DRAWN PERPENDICULAR TO SAID SOUTH LINE AND PASSING THROUGH THE POINT OF BEGINNING, THENCE SOUTH, ALONG SAID PERPENDICULAR LINE 52.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS.

PARCEL C:

THE MORTH 32.00 FEET OF THE SOUTH 251.00 FEET OF L(1 30 IM COUNTY CLERK'S DIVISION OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE LAND PRINCIPAL MERIDIAN, LYING EAST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE OF SAID LOT AND PASSING THROUGH A POINT ON SAID SOUTH LINE 300.00 FEET WEST OF THE INTERPEDICULAR TO MAUKEGAN ROAD WITH SAID SOUTH LINE AND LYING WEST OF A LINE DRIWN PERPENDICULAR TO SAID SOUTH LINE AND PASSING THROUGH A POINT ON SAID SOUTH LINE 107.00 FEET WEST OF THE INTERSECTION OF SAID CENTER LINE WITH SAID SOUTH LINE, IN COCA COUNTY, ILLINOIS.

SALES LOT

THAT PART OF LOTS 30 AND 31 IN COUNTY CLERK'S DIVISION OF SECTION 23, TOWNSHIP 42 HORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE OF LOT 30 IN SAID COUNTY CLERK'S DIVISION AND PASSING THROUGH A POINT ON SAID SOUTH LINE 255.46 FEET WEST OF THE INTERSECTION OF THE CENTER LINE OF WAUKEGAN ROAD WITH SAID SOUTH LINE AND LYING NORTH OF A LINE 408.91 FEET HORTH OF THE SAID SOUTH LINE OF LOT 30 EXCEPT THAT PART LYING EASTERLY OF THE WESTERLY LINE OF WAUKEGAN ROAD AS WIDENED PER DOCUMENT NO. 88178434 IN COOK COUNTY, ILLINOIS.

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RONNIES RESTAURANT

THAT PART OF LOT 30 IN COUNTY CLERK'S DIVISION OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 30 WITH THE CENTER LINE OF WAUKEGAN ROAD THENCE WEST ALONG SAID SOUTH LINE 300 FEET THENCE WORTH PERPENDICULAR TO SAID SOUTH LINE 92 FEET THENCE EAST ALONG A LINE PARALLEL WITH SAID SOUTH LINE TO THE CENTER LINE OF MAUKEGAN ROAD THENCE SOUTHEASTERLY ALONG SAID CENTER LINE TO THE POINT OF BEGINNING, EXCEPT THAT PART LYING EASTERLY OF THE WESTERLY LINE OF WAUKEGAN ROAD AS WIDENED SET DOCUMENT NO. 88178434 IN COOK COUNTY, ILLINOIS.

STAGING AREA

THAT PART OF THE SOUTH 293.16 FEET OF LOT 30 IN COUNTY CLERK'S DIVISION OF SECTION 23, TOWNSHIP 42 NORTH FUNGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS POLLOWS: BEGINNING AT A POINT ON THE CENTER LINE OF WAUKEGAN ROAD 167.00 FEET NORTH OF THE SOUTH LINE OF SAID LOT 30 (AS MEASURED PERPENDICULARLY THERETO); THENCE WEST, PARALLEL WITH SAID SOUTH LINE, 245.00 FEET; THENCE SOUTH PERPENDICULAR TO SAID SOUTH LINE, 75.00 PEET; THENCE WEST, FAVALLEL WITH SAID SOUTH LINE, 42.15 FEET TO A POINT ON A LINE DRAWN PERPENDICULAR TO SAID SOUTH LINE AND PASSING THROUGH A POINT ON SAID SOUTH LINE, 300.00 FERT WEST OF THE INTERSECTION OF SAID CENTER LINE WITH SAID SOUTH LINE; THENCE NORTH ALONG THE AFORESAID PERPENDICULAR LINE, 201.16 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 293.16 FEST MEREOF; THENCE EAST ON SAID MORTH LINE 277.44 PEET TO SAID CENTER LINE; THENCE SOUTHERLY ALONG SAID CENTER LINE 126.54 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART LYING EASTERLY OF THE WESTERLY LINE OF WAUKEGAN ROAD AS WIDENED PER DOCUMENT NO. 88176434, EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: THE NORTH 42.16 FT.ET OF THE SOUTH 293.16 FEET OF LOT 30 IN COUNTY CLERK'S DIVISION OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE OF SAID LOT AND PASSING THROUGH A POINT ON SAID SOUTH LONG 300.00 PERT WEST OF THE INTERSECTION OF THE CENTER LINE OF WAUKEGAN ROAD WITH SAIR SOUTH LINE AND LYING WEST OF A LINE DRAWN PERPENDICULAR TO SAID SOUTH LINE AND PASSING TOROUGH A POINT ON SAID SOUTH LINE 107.00 FEST WEST OF THE INTERSECTION OF SAID CENTER LINE WITH SAID SOUTH LINE, ALSO EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS THE PART OF LOT 30 IN COUNTY CLERK'S DIVISION OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 22 SAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT POINT ON THE CENTER LINE OF WAUKEGAN ROAD, 167.00 PEET NORTH OF THE SOUTH LINE OF SAID LOT 30 (AS MEASURED PERPENDICULARLY THERETO); THENCE WEST, PARALLEL WITH SAID SOUTH LINE 128.15 FRET TO THE POINT OF BEGINNING; THENCE CONTINUING WEST ALONG SAID PARALLEL LINE, 116.85 FEET; THENCE SOUTH, PERPENDICULAR TO SAID SOUTH LINE, 75.00 FEET; THENCE WEST, PARALLEL WITH SAID SOUTH LINE, 42.15 PRET TO A POINT ON A LINE DRAWN PERPENDICULAR TO SAID SOUTH LINE AND PASSING THROUGH A POINT ON SAID SOUTH LINE, 300.00 FRET WEST OF THE INTERSECTION OF SAID CENTER LINE WITH SAID SOUTH LINE; THENCE NORTH ALONG THE AFORESAID PERPENDICULAR LINE, 127.00 PEET TO A POINT ON THE NORTH LINE OF THE SOUTH 219.00 PEET OF SAID LOT; THENCE EAST, ALONG SAID HORTH LINE, 159.00 FEET, TO A POINT ON A LINE DRAWN PERPENDICULAR TO SAID SOUTH LINE AND PASSING THROUGH THE POINT OF BEGINNING; THENCE SOUTH, ALONG SAID PERPENDICULAR LINE, 52.00 FEET TO THE POINT OF

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BEGINNING, ALSO EXCEPTING THEREFROM THAT PART THEREOF, DESCRIBED AS FOLLOWS: THE NORTH 32.00 FEET OF THE SOUTH 251.00 FEET OF LOT 30 IN COUNTY CLERK'S DIVISION OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE OF SAID LOT AND PASSING THROUGH A POINT ON SAID SOUTH LINE 300.00 FRET WEST OF THE INTERSECTION OF THE CENTER LINE OF WAUKEGAN ROAD WITH SAID SOUTH LINE AND LYING WEST OF A LINE DRAWN PERPENDICULAR TO SAID SOUTH LINE AND PASSING THROUGH A POINT ON SAID SOUTH LINE 107.00 PEET WEST OF THE INTERSECTION OF SAID CENTER LINE WITH SAID SOUTH LINE, IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers: 04-23-401-003; 04-23-300-004;

04-23-302-004

Common Address: 2450 Waukegan Road Gienview, Illinois

Or Coot County Clark's Office