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Doc#: 1334522051 Fee: \$88.00
RHSP Fee: \$9.00 RPAF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/11/2013 10:55 AM Pg: 1 of 26

This document prepared by and
after recording return to:

Steven D. Friedland
Applegate & Thorne-Thomsen, P.C
626 W. Jackson Blvd.
Suite 400
Chicago, Illinois 60661



1301544114

Doc#: 1301544114 Fee: \$86.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/15/2013 04:48 PM Pg: 1 of 25

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EASEMENT AGREEMENT

This Easement Agreement (the "**Agreement**") is made and entered into this ___ day of January, 2013, by The Kinetic Lofts At Rainbo Village Condominium Association, an Illinois not-for-profit corporation (the "**Association**") and Clark Street Equities, LLC, an Illinois limited liability company ("**Grantee**").

RECITALS:

- A. The Association is the association of all condominium unit owners of the Kinetic Lofts At Rainbo Village Condominiums (the "**Condominium**"). The Condominium was created pursuant to that certain Declaration Of Condominium dated as of August 31, 2007 and recorded with the Recorder of Deeds of Cook County, Illinois on September 11, 2007 as Document Number 0725415119, as amended by that certain Amendment to Correct Declaration of Condominium dated as of November 29, 2007 and recorded with the Recorder of Deeds of Cook County, Illinois on December 4, 2007 as Document Number 0733609027, as amended by that certain First Amendment to Declaration of Condominium dated as of January 2, 2008 and recorded with the Recorder of Deeds of Cook County, Illinois on January 7, 2008 as Document Number 0800731091 (the "**First Amendment**"), and as amended by that certain Add-On Amendment to Declaration of Condominium dated as of May 29, 2008 and recorded with the Recorder of Deeds of Cook County, Illinois on June 9, 2008 as Document Number 0816144006 (collectively, the "**Declaration**"). The Condominium property is legally described on Exhibit A, attached hereto (the "**Condominium Property**").
- B. The Condominium is part of a residential and commercial development known as Rainbo Village ("**Rainbo Village**") which development is legally described on Exhibit B, attached hereto (the "**Rainbo Village Property**").

125389.8

This document is being re-recorded to revise the legal descriptions.

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- C. Pursuant to that certain Declaration of Easements and Maintenance Agreement dated as of August 31, 2007 and recorded with the Recorder of Deeds of Cook County, Illinois on September 11, 2007, as Document Number 0725416064 (the "**Easement and Maintenance Agreement**") certain easements were granted for the benefit of the Rainbo Village Property with respect to the Common Area, as such term is defined in the Easement and Maintenance Agreement (the "**Common Area**").
- D. Subsequent to the recordation of the Easement and Maintenance Agreement, a correction was made to the Declaration pursuant to the First Amendment to remove certain property (defined as the "Excluded Area" in such First Amendment) from the Common Elements, as such term is defined in the Declaration (the "**Common Elements**"). The Association and Grantee desire to release the "Excluded Area" (which property is legally described on Exhibit E attached hereto and referred to herein as the "**Excluded Area**") from the Easement and Maintenance Agreement to correct and clarify the description of the Common Area to be consistent with the Declaration.
- E. Section 5(b) of the Declaration permits the Association to grant other or additional easements over, under, along, and on any portion of the Common Elements. The Declaration provides that each unit owner grants the Association an irrevocable power of attorney, coupled with an interest, to execute, acknowledge, and record for and in the name of such unit owner such instruments as may be necessary to grant such easements and each mortgagee of a condominium unit is deemed to consent to and be subordinate to any easement hereafter granted pursuant to the provisions of such section 5(b).
- F. Grantee owns a portion of the Rainbo Village Property legally described on Exhibit C, attached hereto (the "**Grantee Property**"). Grantee intends to construct townhomes on the Grantee Property and to convey each townhome to a townhome owner in fee simple (each a "**Townhome Owner**").
- G. The Association desires to grant Grantee certain easements over certain portions of the Condominium Property in accordance with the terms and conditions of this Declaration.

NOW, THEREFORE, the Association and Grantee agree as follows.

1. Exclusive Easement. The Association hereby declares and grants to Grantee, its successors and assigns, and their tenants, occupants, guests, agents and invitees, a perpetual exclusive easement appurtenant to and for the use and benefit of the Grantee Property over, upon and across the portion of the Common Elements of the Condominium Property legally described on Exhibit D attached hereto (the "**Exclusive Easement Area**"). Grantee, its successors and assigns, shall have the right to erect a fence or other boundary enclosure over, upon or across the Exclusive Easement Area. Grantee shall use the Exclusive Easement Area solely for private open space, yard and recreational purposes. Notwithstanding the foregoing, Grantee shall not build or erect

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any portion of a townhome building over, upon or across the Exclusive Easement Area. Grantee shall have the right to designate and confer exclusive rights to particular portions of the Exclusive Easement Area to each Townhome Owner.

2. Utility Easement. The Association hereby declares and grants to Grantee, its successors and assigns, and their tenants, occupants, guests, agents and invitees, (a) a non-exclusive easement appurtenant to and for the use and benefit of the Grantee Property over, upon and across the Common Elements, for utility facilities necessary or desirable to provide the Grantee Property with any utilities or other similar services (the "**Utility Easement**") and (b) a non-exclusive easement appurtenant to and for the use and benefit of the Grantee Property for ingress and egress (and, where reasonably necessary, use) by persons, material and equipment over, on across and through the Common Elements to the extent reasonably necessary to exercise the Utility Easement. Grantee's use of the Utility Easement shall not unreasonably interfere with the use and operation of the Condominium Property.
3. Maintenance. Notwithstanding anything in the Easement and Maintenance Agreement to the contrary, (a) Grantee, its successors and assigns, shall be solely responsible for the Maintenance of the Exclusive Easement Area and the improvements thereon in good condition and repair and (b) the Association shall have no responsibility for the Maintenance of the Exclusive Easement Area or for any share of the cost of the Maintenance of the Exclusive Easement Area. "**Maintenance**" means and includes operation, maintenance, repair, reconditioning, refurbishing, inspection, cleaning, painting, landscaping, mowing, repaving, installation and insurance (both property and casualty).
4. Clarification of Easement and Maintenance Agreement. The Excluded Area is hereby removed from the Common Area and released from all easements granted pursuant to the Easement and Maintenance Agreement.
5. Covenants Running with the Land. All the easements, covenants, restrictions and conditions herein contained shall run with the land and shall inure to the benefit of and be jointly and severally binding upon the parties hereto and each subsequent holder of any interest in any portion of the Grantee Property (including but not limited to all Townhome Owners) or the Common Elements and their grantees, mortgagees, heirs, successors, personal representatives, assigns, with the same full force and effect for the purposes as though set forth at length in each and every conveyance of such property or any part thereof. Furthermore, in the event a homeowner's association is formed with respect to the townhomes to be developed on the Grantee Property (a "**Future Association**"), all obligations under this Agreement of the Grantee Property shall be the obligations jointly and severally of both the Future Association and the Townhome Owners.
6. Rights of the Association. If Grantee, the Future Association and/or the Townhome Owners shall fail to perform any act or obligation required of them in the Easement Agreement, the Association shall have the option, but not the obligation, upon 7 days notice to the Grantee, to perform the required act or obligation, and then seek

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reimbursement from the Grantee, the Future Association and/or the Townhome Owners, as the case may be.

7. Casualty and Liability Insurance.

(a) The Grantee and if formed, the Future Association, shall procure and maintain the following insurance:

(i) A casualty insurance policy providing "all risk" or "special form" coverage in an amount not less than one hundred percent (100%) of the insurable replacement value of all improvements constructed on the Exclusive Easement Area and any of Grantee's utility facilities placed in the Utility Easement area.

(ii) A comprehensive general liability policy covering claims for personal and bodily injury or property damage occurring in, on, under, within, upon or about the Exclusive Easement Area or the Utility Easement, or as a result of Grantee's operations thereon, in amounts not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit for personal and bodily injury or property damage.

(b) The Association shall be named as an additional insured under the insurance policies required by Section 6(a).

(c) If a Future Association is not formed, the Townhome Owners shall be jointly and severally responsible to obtain the insurance required by Section 6(a), above.

(d) Certificates evidencing the insurance required by this Section 6, together with satisfactory evidence of payment of the premiums thereon, shall be delivered to the Association not less than thirty (30) days prior to the expiration date of any expiring insurance policy. If Grantee, the Future Association or the Townhome Owners, as the case may be, shall fail to procure and pay for the insurance required by Section 6(a), then the Association may purchase the required insurance and Grantee, the Future Association or the Townhome Owners, as the case may be, shall be jointly and severally responsible for the costs of such insurance.

(e) Grantee and the Association hereby waive and release any and all claims which they may have against the other for damage to improvements, or to any personal property located in the Common Area caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance, and to the extent this waiver and release is allowed by policies for such fire or other casualty insurance.

8. Title Insurance. Grantee shall, at Grantee's sole cost and expense, deliver the Association a copy of a title insurance policy insuring the easements granted herein as appurtenant and benefiting the Grantee Property.

9. Indemnification. Grantee, and each subsequent holder of any interest in any portion of the Exclusive Easement Area (including but not limited to the Future Association and the Townhome Owners), covenant and agree to indemnify and hold harmless the Association from

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and against any and all losses, liabilities, damages, judgments, costs, claims, lawsuits (including but not limited to defense cost, reasonable attorneys fees, expert costs and fees) and expenses which in any way relate to Grantee's, its successors and assigns, the Townhome Owners', and each of their guest's, invitee's, licensee's, contractor's, employee's and agent's use of the Exclusive Easement Area, including but not limited to damage caused to any portion of the Condominium Property resulting from such use of the Exclusive Easement Area.

10. General Provisions.

(a) In fulfilling obligations and exercising rights under this Agreement, the Association and Grantee shall cooperate with the other to promote the efficient operation of the Rainbo Village Property and the harmonious relationship between them and to protect the value of each parties' respective portion, estate or interest in the Rainbo Village Property. From time to time after the date hereof, the Association and Grantee shall furnish, execute and acknowledge, without charge such other instruments, documents, materials and information as either may reasonably request in order to confirm to such requesting party the benefits contemplated hereby, but only so long as any such request does not restrict or abridge the benefits granted the other party hereunder.

(b) The illegality, invalidity or unenforceability under law of any covenant, restriction or condition or any provision of this Agreement shall not impair or affect in any manner the validity, enforceability or effect of the remaining provisions of this Agreement.

(c) The headings of Sections in this Agreement are for convenience of reference only and shall not in any way limit or define the content, substance or effect of the Sections.

(d) The parties hereto acknowledge that this Agreement and all other instruments in connection herewith, have been negotiated, executed and delivered in the City of Chicago, County of Cook and State of Illinois. This Agreement and said other instruments shall, in all respects, be governed, construed, applied and enforced in accordance with the laws of Illinois including, without limitation, matters affecting title to all real property described herein.

(e) Each provision of the Recitals to this Agreement and each Exhibit attached hereto is hereby incorporated in this Agreement and is an integral part hereof.

(f) In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other party rising out of this Agreement, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees, accounting and engineering fees, and any other professional fees resulting therefrom.

11. Property Taxes. Any and all real estate or property taxes for the Exclusive Easement Area, from 2013 to the end of the term of the Easement Agreement, if such Exclusive Easement Area is assessed as a separate parcel index number, shall be the liability of and paid by the Grantee, and each subsequent holder of any interest in any portion of the

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Exclusive Easement Area (including but not limited to the Future Association and the Townhome Owners). Such real estate or property taxes will be paid timely in the time frame set forth by the Cook County Treasurer. If such property taxes are not timely paid, the Association has the option of, but not the obligation, of paying the real estate or property taxes and seek reimbursement from the Grantee, the Future Association and/or the Townhome Owners, as the case may be.

12. Successors. Each of the Grantee's obligations and/or duties as set forth herein shall be binding upon the Grantee, its successors, assigns and agents, as well as the Future Association and the Townhome Owners.

[signatures on following page]

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IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed on the day and year first above written.

The Kinetic Lofts At Rainbo Village Condominium Association, an Illinois not-for-profit corporation

By: *[Signature]*

Name: Patrick Warwaka

Its: President

Clark Street Equities, LLC, an Illinois limited liability company

By: *[Signature]*

Name: BOB RANQUIST

Its: MANAGER

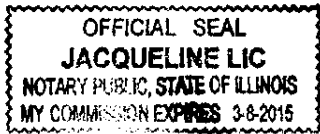
Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, does hereby certify that on this 10 day of JAN, 2013, personally appeared before me Robert Warkko, President of The Kinetic Lofts At Rainbo Village Condominium Association., an Illinois not-for-profit corporation (the "Corporation"), which person is to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that as the President of the Corporation that he signed and delivered the same on behalf of said Corporation in its own capacity, with authority, as his/her free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.



Jacqueline Lic
Notary Public

My commission expires: 3-8-2015

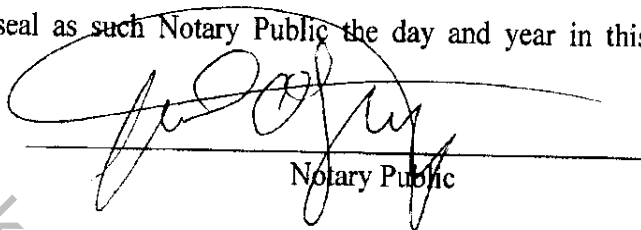
CLERK OF COOK COUNTY CLERK'S OFFICE

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

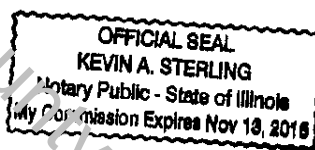
The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, does hereby certify that on this 10th day of January, 2013, personally appeared before me Robert C. Longest III, a managing member *Manag. Co.* of Clark Street Equities, LLC an Illinois limited liability company (the "**Company**"), which person is to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that as the managing member of the Company that he signed and delivered the same on behalf of said Company in its own capacity, with authority, as his/her free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.



Notary Public

My commission expires: 11/13/2015



County of Cook Clerk's Office

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CONSENT OF OWNER

Andersonville Flats Commercial, LLC, an Illinois limited liability company, the owner of the commercial portions of the Rainbo Village Property, which property is described on Exhibit F attached hereto, hereby (a) consents to and does hereby release and remise the Excluded Area from the Easement And Maintenance Agreement and (b) hereby releases and remises any interest it may have pursuant to the Easement and Maintenance Agreement in over and upon the Exclusive Easement Area.

IN WITNESS WHEREOF, the said party has caused this instrument to be signed as of this 11 day of January, 2013.

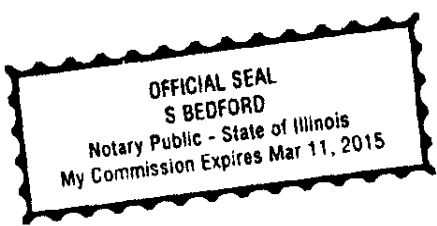
Andersonville Flats Commercial, LLC
By: [Signature], its manager
Name: Andersonville
Its: Vice President

STATE OF Illinois
COUNTY OF Cook

I, [Signature] a Notary Public in and for said County and State, do hereby certify that [Signature], the [Signature] of Andersonville LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such [Signature] appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument as his/her free and voluntary act, and as the free and voluntary act of said [Signature], for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11th day of January, 2013.

[Signature]
Notary Public



UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION OF THE CONDOMINIUM PARCEL**

THAT PART OF THE WEST 107 FEET OF LOT 1 AND ALL OF LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7 AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 8, AFORESAID; THENCE NORTH $89^{\circ}42'29''$ WEST ALONG THE SOUTH LINE OF LOT 8, AFORESAID, 240.31 FEET; THENCE NORTH $00^{\circ}17'31''$ EAST, 10.86 FEET; THENCE SOUTH $89^{\circ}42'29''$ EAST, 35.38 FEET; THENCE NORTH $00^{\circ}02'01''$ EAST, 72.85 FEET; THENCE SOUTH $89^{\circ}42'29''$ EAST, 9.08 FEET; THENCE NORTH $00^{\circ}02'01''$ EAST, 187.74 FEET; THENCE NORTH $89^{\circ}46'55''$ WEST, 10.50 FEET; THENCE NORTH $00^{\circ}02'01''$ EAST, 102.12 FEET; THENCE SOUTH $89^{\circ}46'55''$ EAST, 8.86 FEET; THENCE SOUTH $00^{\circ}02'01''$ WEST, 17.24 FEET; THENCE SOUTH $89^{\circ}46'55''$ EAST 41.14 FEET TO A POINT ON A LINE DRAWN 105.50 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF THE NORTH-SOUTH PUBLIC ALLEY LYING WEST OF AND ADJOINING SAID LOTS 1 TO 8, INCLUSIVE; THENCE NORTH $00^{\circ}02'01''$ EAST, ALONG SAID PARALLEL LINE, 30.68 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE SOUTH $89^{\circ}47'13''$ EAST ALONG THE NORTH LINE OF LOT 1, AFORESAID, 1.50 FEET TO THE EAST LINE OF THE WEST 107 FEET OF SAID LOT 1; THENCE SOUTH $00^{\circ}02'01''$ WEST ALONG THE EAST LINE OF THE WEST 107 FEET OF LOT 1, AFORESAID, 36.90 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE SOUTH $89^{\circ}49'19''$ EAST ALONG THE NORTH LINE OF LOT 2, AFORESAID, 132.76 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH $03^{\circ}33'48''$ EAST ALONG THE EAST LINE OF LOTS 2 TO 8, INCLUSIVE, 351.22 FEET TO THE POINT OF BEGINNING;

ALSO,

THAT PART THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 10; THENCE SOUTH $00^{\circ}02'01''$ WEST ALONG THE WEST LINE OF LOT 10, AFORESAID, 49.06 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH $89^{\circ}46'55''$ EAST, ALONG THE SOUTH LINE OF SAID LOT 10, A DISTANCE OF 7.86 FEET; THENCE NORTH $00^{\circ}02'01''$ EAST, 8.75 FEET; THENCE SOUTH $89^{\circ}46'55''$ EAST, 16.33 FEET; THENCE NORTH $00^{\circ}02'01''$ EAST, 13.07 FEET; THENCE SOUTH $89^{\circ}46'55''$ EAST, 40.17 FEET; THENCE NORTH $00^{\circ}02'01''$ EAST, 4.55 FEET; THENCE SOUTH $89^{\circ}46'55''$ EAST 41.14 FEET TO A LINE DRAWN 105.50 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF THE NORTH-SOUTH PUBLIC ALLEY LYING WEST OF AND ADJOINING SAID LOT 10; THENCE SOUTH

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00°02'01" WEST, ALONG SAID PARALLEL LINE, 27.32 FEET TO THE SOUTH LINE OF SAID LOT 10; THENCE SOUTH 89°47'13" EAST ALONG THE SOUTH LINE OF LOT 10, AFORESAID, 1.50 FEET TO THE EAST LINE OF THE WEST 107 FEET OF SAID LOT 10; THENCE NORTH 00°02'01" EAST ALONG THE EAST LINE OF THE WEST 107 FEET OF LOT 10, AFORESAID, 50.01 FEET TO THE NORTH LINE OF SAID LOT 10; THENCE NORTH 89°46'55" WEST ALONG THE NORTH LINE OF LOT 10, AFORESAID, 107.00 FEET TO THE POINT OF BEGINNING;

EXCEPT,

(Street Level commercial in North Building)

THAT PART OF THE WEST 107 FEET OF LOT 1 AND ALL OF LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7 AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +40.33 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +22.90 FEET CHICAGO CITY DATUM AND FALLING WITHIN THE BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 8, AFORESAID; THENCE NORTH 03°33'48" WEST, ALONG THE EAST LINE OF LOTS 5, 6, 7 AND 8, AFORESAID, 189.87 FEET TO THE POINT OF BEGINNING; THENCE NORTH 03°33'48" WEST, ALONG THE EAST LINE OF LOT 2, 3, 4 AND 5, AFORESAID, 161.34 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE NORTH 89°49'19" WEST ALONG THE NORTH LINE OF LOT 2, AFORESAID, 39.33 FEET; THENCE SOUTH 00°10'41" WEST, 81.10 FEET; THENCE SOUTH 89°49'19" EAST, 21.24 FEET; THENCE SOUTH 43°35'22" WEST, 17.69 FEET; THENCE SOUTH 89°57'59" WEST, 0.80 FEET; THENCE SOUTH 00°02'01" WEST 67.05 FEET; THENCE SOUTH 89°49'19" EAST, 83.89 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPT

PARCEL 1 (Street Level commercial in South Building)

THAT PART OF THE WEST 107 FEET OF LOT 1 AND ALL OF LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7 AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +40.27 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +22.85 FEET CHICAGO CITY DATUM AND FALLING WITHIN THE BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 8, AFORESAID; THENCE NORTH 03°33'48" WEST, ALONG THE EAST LINE OF LOTS 5, 6, 7 AND 8, AFORESAID, 163.37 FEET; THENCE NORTH 89°42'29" WEST, 85.63 FEET; THENCE SOUTH 00°02'01" WEST, 65.92 FEET; THENCE SOUTH 89°57'59" EAST, 1.27 FEET; THENCE SOUTH 43°34'48" EAST, 17.47 FEET; THENCE SOUTH 89°42'29"

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EAST, 21.27 FEET; THENCE SOUTH $00^{\circ}17'31''$ WEST, 41.83 FEET; THENCE NORTH $89^{\circ}42'29''$ WEST, 6.44 FEET; THENCE SOUTH $00^{\circ}17'31''$ WEST, 42.67 FEET TO THE SOUTH LINE OF SAID LOT 8; THENCE SOUTH $89^{\circ}42'29''$ EAST ALONG THE SOUTH LINE OF LOT 8, AFORESAID, 68.13 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPT THAT PART OF THE FOLLOWING 2 PARCELS TAKEN AS A TRACT:

PARCEL 1

THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7 AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN

ALSO,

PARCEL 2

THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN

SAID PART DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 10 THENCE SOUTH $89^{\circ}46'55''$ EAST, ALONG THE NORTH LINE OF LOT 10 AFORESAID, 107.00 FEET; THENCE SOUTH $00^{\circ}02'01''$ WEST, 86.91 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE NORTH $89^{\circ}42'19''$ WEST, 51.50 FEET ALONG THE SOUTH LINE OF SAID LOT 1; THENCE NORTH $00^{\circ}02'01''$ EAST, 23.50 FEET; THENCE SOUTH $89^{\circ}46'55''$ EAST, 8.86 FEET; THENCE SOUTH $00^{\circ}02'01''$ WEST, 17.24 FEET; THENCE SOUTH $89^{\circ}46'55''$ EAST, 41.14 FEET; THENCE NORTH $00^{\circ}02'01''$ EAST, 58.00 FEET; THENCE NORTH $89^{\circ}46'55''$ WEST, 41.14 FEET; THENCE SOUTH $00^{\circ}02'01''$ WEST, 4.55 FEET; THENCE NORTH $89^{\circ}46'55''$ WEST, 40.17 FEET; THENCE SOUTH $00^{\circ}02'01''$ WEST, 13.07 FEET; THENCE NORTH $89^{\circ}46'55''$ WEST, 16.33 FEET; THENCE SOUTH $00^{\circ}02'01''$ WEST, 8.75 FEET; THENCE NORTH $89^{\circ}46'55''$ WEST, 7.86 FEET TO THE WEST LINE OF LOT 10 AFORESAID; THENCE NORTH $00^{\circ}02'01''$ EAST, ALONG THE WEST LINE OF LOT 10 AFORESAID 49.06 FEET TO THE POINT OF BEGINNING,

IN COOK COUNTY, ILLINOIS.

PINS: 14-08-315-058-1001-1202

COMMON ADDRESS: ^{4814 & 4846} 4836-4850 North Clark Street, Chicago, Illinois

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EXHIBIT B

Legal Description for the Rainbo Village Property

LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7 AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

THE WEST 107 FEET OF LOT 1 IN KEENEY'S ADDITION TO RAVENSWOOD IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.s 14-08-315-036-0000 }
14-08-315-037-0000 }
14-08-315-038-0000 }
14-08-315-039-0000 }
14-08-315-044-0000 }
14-08-315-046-0000 }

UNDERLYING PINS TO 14-08-315-054
057
058-1001-1202

COMMON ADDRESS: ¹⁴4836-4850 North Clark Street, Chicago, Illinois

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EXHIBIT C

Grantee Property

A PARCEL OF LAND COMPRISED OF THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, BEING A SUBDIVISION IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, AND ALSO TOGETHER WITH A PORTION OF LOTS 2, 3, 4, 5, 6, 7 AND 8 ALL IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7 AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS; SAID PARCEL OF LAND BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION; THENCE SOUTH 89 DEGREES 46 MINUTES 55 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 10, A DISTANCE OF 107.00 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 01 SECONDS ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 10 AND ALSO PARALLEL WITH THE WEST LINE OF SAID LOT 1 IN BLOCK 1 OF KEENEY'S ADDITION. A DISTANCE OF 86.91 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID LOT 1 BEING ALSO AN INTERSECTION WITH THE NORTH LINE OF THE LAND SUBMITTED TO THE CONDOMINIUM ACT BY THE DECLARATION FOR KINETIC LOFTS AT RAINBO VILLAGE CONDOMINIUM, DECLARATION RECORDED SEPTEMBER 11, 2007 AS DOCUMENT 0725415119 AS AMENDED BY FIRST AMENDMENT RECORDED JANUARY 7, 2008 AS DOCUMENT 0800731091 AND ADD ON AMENDMENT RECORDED JUNE 9, 2008 AS DOCUMENT 0816144006 (HEREINAFTER KINETIC LOFTS CONDO); THENCE THE FOLLOWING EIGHT (8) CALLS ALONG THE NORTH AND WEST LINES OF THE LAND SUBMITTED TO THE CONDOMINIUM ACT FOR SAID KINETIC LOFTS CONDO);

- (1) THENCE NORTH 89 DEGREES 49 MINUTES 19 SECONDS WEST ALONG SAID SOUTH LINE OF SAID LOT 1, A DISTANCE OF 51.50 FEET;
- (2) THENCE SOUTH 00 DEGREES 02 MINUTES 01 SECONDS WEST ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOTS 2 THROUGH 8, BOTH INCLUSIVE, A DISTANCE OF 78.62 FEET;
- (3) THENCE SOUTH 89 DEGREES 46 MINUTES 55 SECONDS EAST, A DISTANCE OF 10.50 FEET;
- (4) THENCE SOUTH 00 DEGREES 02 MINUTES 01 SECONDS WEST ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOTS 2 THROUGH 8, BOTH INCLUSIVE, A DISTANCE OF 187.74 FEET;
- (5) THENCE NORTH 89 DEGREES 42 MINUTES 29 SECONDS WEST, A DISTANCE OF 9.08 FEET;
- (6) THENCE SOUTH 00 DEGREES 02 MINUTES 01 SECONDS WEST ALONG A LINE PARALLEL WITH SAID WEST LINE OF LOTS 2 THROUGH 8, BOTH INCLUSIVE, A DISTANCE OF 72.85 FEET;

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(7) THENCE NORTH 89 DEGREES 42 MINUTES 29 SECONDS WEST, A DISTANCE OF 35.38 FEET;

(8) THENCE SOUTH 00 DEGREES 17 MINUTES 31 SECONDS WEST, A DISTANCE OF 10.86 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID LOT 8;

THENCE NORTH 89 DEGREES 42 MINUTES 29 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 21.49 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8;
THENCE NORTH 00 DEGREES 02 MINUTES 01 SECONDS EAST ALONG THE WEST LINE OF SAID LOTS, A DISTANCE OF 436.94 FEET TO THE POINT OF BEGINNING.

Property of Cook County Clerk's Office

H-08-315-044
046
054

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EXHIBIT D

Exclusive Easement Area

A PARCEL OF LAND COMPRISED OF A PART OF LOTS 2, 3, 4, 5, 6, 7, AND 8 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, AND A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, BOTH IN TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 2 WHICH IS 184.26 FEET, AS MEASURED ALONG SAID NORTH LINE OF LOT 2, WEST OF THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 00 DEGREES, 02 MINUTES, 01 SECONDS WEST ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOTS 2 THROUGH 8, A DISTANCE OF 78.62 FEET; THENCE SOUTH 89 DEGREES, 46 MINUTES, 55 SECONDS EAST, A DISTANCE OF 10.50 FEET; THENCE SOUTH 00 DEGREES, 02 MINUTES, 01 SECONDS WEST ALONG A LINE PARALLEL WITH SAID WEST LINE OF SAID LOTS 2 THROUGH 8, A DISTANCE OF 187.74 FEET; THENCE NORTH 89 DEGREES, 42 MINUTES, 29 SECONDS WEST, A DISTANCE OF 9.08 FEET; THENCE SOUTH 00 DEGREES, 02 MINUTES, 01 SECONDS WEST ALONG A LINE PARALLEL WITH SAID WEST LINE OF LOTS 2 THROUGH 8, A DISTANCE OF 72.85 FEET; THENCE NORTH 89 DEGREES, 42 MINUTES, 29 SECONDS WEST, A DISTANCE OF 35.38 FEET; THENCE SOUTH 00 DEGREES, 17 MINUTES, 31 SECONDS WEST, A DISTANCE OF 10.86 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF LOT 8, SAID POINT OF INTERSECTION BEING 21.49 FEET, AS MEASURED ALONG SAID SOUTH LINE, EAST OF THE SOUTHWEST CORNER OF SAID LOT 8; THENCE SOUTH 89 DEGREES, 42 MINUTES, 29 SECONDS EAST ALONG SAID SOUTH LINE OF LOT 8, A DISTANCE OF 69.16 FEET; THENCE NORTH 00 DEGREES, 02 MINUTES, 01 SECONDS EAST ALONG A LINE PARALLEL WITH SAID WEST LINE OF LOTS 2 THROUGH 8, A DISTANCE OF 87.00 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 3.50 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOTS, A DISTANCE OF 52.83 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 4.16 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOTS, A DISTANCE OF 15.00 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 4.00 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOTS, A DISTANCE OF 32.94 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 2.00 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOTS, A DISTANCE OF 15.00 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 2.00 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOTS, A DISTANCE OF 15.00 FEET;

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THENCE EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 4.16 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOTS, A DISTANCE OF 52.83 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 7.18 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOTS, A DISTANCE OF 79.50 FEET TO AN INTERSECTION WITH SAID NORTH LINE OF LOT 2; THENCE NORTH 89 DEGREES, 49 MINUTES, 19 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 33.83 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM THE ABOVE DESCRIBED PARCEL THAT PART LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 22.85 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, THAT PART BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED PARCEL; THENCE SOUTH 00 DEGREES, 02 MINUTES, 01 SECONDS WEST, A DISTANCE OF 78.62 FEET; THENCE SOUTH 89 DEGREES, 46 MINUTES, 55 SECONDS EAST, A DISTANCE OF 10.50 FEET; THENCE SOUTH 00 DEGREES, 02 MINUTES, 01 SECONDS WEST, A DISTANCE OF 64.05 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL:

THENCE EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 12.00 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 4.65; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 2.00 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 4.85 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 10.00 FEET; THENCE NORTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 9.50 FEET TO THE POINT OF BEGINNING.

PART OF 14-08-315-058
(connolements)

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EXHIBIT E

Excluded Area

THAT PART OF THE FOLLOWING 2 PARCELS TAKEN AS A TRACT:

PARCEL 1

THE WEST 107 FEET OF LOT 1 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7 AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN

ALSO,

PARCEL 2

THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD, IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN

SAID PART DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 10 THENCE SOUTH 89°46'55" EAST, ALONG THE NORTH LINE OF LOT 10 AFORESAID, 107.00 FEET; THENCE SOUTH 00°02'01" WEST, 86.91 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 89°49'19" WEST, 51.50 FEET ALONG THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 00°02'01" EAST, 23.50 FEET; THENCE SOUTH 89°46'55" EAST, 8.86 FEET; THENCE SOUTH 00°02'01" WEST, 17.24 FEET; THENCE SOUTH 89°46'55" EAST, 41.14 FEET; THENCE NORTH 00°02'01" EAST, 58.00 FEET; THENCE NORTH 89°46'55" WEST, 41.14 FEET; THENCE SOUTH 00°02'01" WEST, 4.55 FEET; THENCE NORTH 89°46'55" WEST, 40.17 FEET; THENCE SOUTH 00°02'01" WEST, 13.07 FEET; THENCE NORTH 89°46'55" WEST, 16.33 FEET; THENCE SOUTH 00°02'01" WEST, 8.75 FEET; THENCE NORTH 89°46'55" WEST, 7.86 FEET TO THE WEST LINE OF LOT 10 AFORESAID; THENCE NORTH 00°02'01" EAST, ALONG THE WEST LINE OF LOT 10 AFORESAID 49.06 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 3,667. SQUARE FEET

PART OF
 PIN: 14-08-315-044-0000 AND
 14-08-315-046-0000
 14-08-315-054-0000

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EXHIBIT F

Commercial Property

South Building - 4814 Building

THAT PART OF THE PROPERTY AND SPACE COMPRISED OF PARTS OF LOTS 5, 6, 7 AND 8 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7 AND A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, BOTH IN TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS SAID PART OF THE PROPERTY AND SPACE LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 40.27 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 22.85 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY OF THAT PART OF SAID LOTS (TAKEN TOGETHER AS ONE PARCEL) BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 8; THENCE NORTH 03 DEGREES, 33 MINUTES, 48 SECONDS WEST ALONG THE EAST LINE OF SAID LOTS 5, 6, 7 AND 8 A DISTANCE OF 163.37 FEET; THENCE NORTH 89 DEGREES, 42 MINUTES, 29 SECONDS WEST, A DISTANCE OF 85.63 FEET; THENCE SOUTH 00 DEGREES, 02 MINUTES, 01 SECONDS WEST, A DISTANCE OF 65.92 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 59 SECONDS EAST, A DISTANCE OF 1.27 FEET; THENCE SOUTH 43 DEGREES 34 MINUTES 48 SECONDS EAST, A DISTANCE OF 17.47 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 29 SECONDS EAST, A DISTANCE OF 21.27 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 31 SECONDS WEST, A DISTANCE OF 41.83 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 29 SECONDS WEST, A DISTANCE OF 6.44 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 31 SECONDS WEST, A DISTANCE OF 42.67 FEET TO THE SOUTH LINE OF SAID LOT 8; THENCE SOUTH 89 DEGREES 42 MINUTES 29 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 68.13 FEET TO THE POINT OF BEGINNING

North Building - 4846 Building

THAT PART OF THE PROPERTY AND SPACE COMPRISED OF PARTS OF LOTS 2, 3, 4 AND 5 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7 AND A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, BOTH IN TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS SAID PART OF THE PROPERTY AND SPACE LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 40.33 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 22.90 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED

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VERTICALLY OF THAT PART OF SAID LOTS (TAKEN TOGETHER AS ONE PARCEL) BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 8 IN SAID BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD; THENCE NORTH 03 DEGREES, 33 MINUTES 48 SECONDS WEST ALONG THE EAST LINE OF LOTS 5, 6, 7 AND 8 IN SAID BLOCK 1 IN KEENEY'S ADDITION, A DISTANCE OF 189.87 FEET TO THE POINT OF BEGINNING AT THE SOUTHEAST CORNER OF SAID PROPERTY AND SPACE; THENCE CONTINUING NORTH 03 DEGREES, 33 MINUTES 48 SECONDS WEST ALONG THE EAST LINE OF SAID LOTS 2, 3, 4 AND 5, A DISTANCE OF 161.34 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE NORTH 89 DEGREES 49 MINUTES 19 SECONDS WEST ALONG THE NORTH LINE OF LOT 2, A DISTANCE OF 39.33 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 41 SECONDS WEST, A DISTANCE OF 81.10 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 19 SECONDS WEST, A DISTANCE OF 21.24 FEET; THENCE SOUTH 43 DEGREES 35 MINUTES 22 SECONDS WEST, A DISTANCE OF 17.69 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 59 SECONDS WEST, A DISTANCE OF 0.80 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 01 SECONDS WEST, A DISTANCE OF 67.05 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 19 SECONDS EAST, A DISTANCE OF 83.89 FEET TO THE POINT OF BEGINNING.

P.I.N. 14-08-315-057-0000

COMMON ADDRESS: 4814 and 4846 North Clark Street, Chicago, Illinois

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**REVISED DESCRIPTION OF COMMON AREA
WITHOUT THE EXCLUSIVE EASEMENT AREA CREATED IN THIS 2013
EASEMENT AGREEMENT**

TRACT 1:

THAT PART OF THE WEST 107 FEET OF LOT 1 AND ALL OF LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7 AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, AND DESCRIBED AS FOLLOWS; \\\

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT, THENCE NORTH 03 DEGREES 33 MINUTES 48 SECONDS WEST ALONG THE EAST LINE OF SAID TRACT, 163.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 42 MINUTES 29 SECONDS WEST, 85.63 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 01 SECONDS WEST, 65.92 FEET; THENCE SOUTH 45 DEGREES 05 MINUTES 29 SECONDS WEST, 15.62 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 29 SECONDS WEST, 58.94 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 01 SECONDS WEST, 86.00 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE NORTH 89 DEGREES 42 MINUTES 29 SECONDS WEST ALONG THE SOUTH LINE OF SAID TRACT, 74.43 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 31 SECONDS EAST, 10.86 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 29 SECONDS EAST, 35.38 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 01 SECONDS EAST, 72.85 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 29 SECONDS EAST, 9.08 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 01 SECONDS EAST, 187.74 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 55 SECONDS WEST, 10.50 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 01 SECONDS EAST, 78.62 FEET TO THE NORTH LINE OF LOT 2 AFORESAID; THENCE NORTH 89 DEGREES 49 MINUTES 19 SECONDS EAST ALONG SAID NORTH LINE, 43.50 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 01 SECONDS WEST, 85.00 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 19 SECONDS EAST, 58.01 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, 12.70 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 01 SECONDS WEST, 67.05 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 19 SECONDS EAST 83.89 FEET TO THE EAST LINE OF SAID TRACT; THENCE SOUTH 03 DEGREES 33 MINUTES 48 SECONDS EAST ALONG THE EAST LINE OF SAID TRACT, 26.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

(EXCEPT THE FOLLOWING TWO EXCEPTION AREAS:**EXCEPTION NO. 1:**

THAT PART OF THE WEST 107 FEET OF LOT 1 AND ALL OF LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7 AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE OF 22.85 FEET ABOVE CHICAGO CITY DATUM AND FALLING WITHIN THE BOUNDARIES PROJECTED VERTICALLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT, THENCE NORTH 03 DEGREES 33 MINUTES 48 SECONDS WEST ALONG THE EAST LINE OF SAID TRACT,

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**REVISED DESCRIPTION OF COMMON AREA
WITHOUT THE EXCLUSIVE EASEMENT AREA CREATED IN THIS 2013
EASEMENT AGREEMENT**

163.37 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 29 SECONDS WEST 13.26 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 42 MINUTES 29 SECONDS WEST, 72.38 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 01 SECONDS WEST, 65.92 FEET; THENCE SOUTH 45 DEGREES 05 MINUTES 29 SECONDS WEST, 15.62 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 29 SECONDS WEST, 51.36 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 01 SECONDS EAST, 111.97 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 59 SECONDS WEST, 37.50 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 01 SECONDS EAST, 9.50 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 59 SECONDS EAST, 37.50 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 01 SECONDS EAST, 57.68 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 19 SECONDS EAST, 53.51 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES EAST, 12.70 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 01 SECONDS WEST, 67.05 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 19 SECONDS EAST, 72.36 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 41 SECONDS WEST, 26.42 FEET TO THE POINT OF BEGINNING;

AND;

EXCEPTION NO. 2 (EXCEPTS EXCLUSIVE EASEMENT AREA CREATED BY 2013 EASEMENT AGREEMENT (THAT SMALL PORTION OF WHICH, THAT IS WITHIN EXCEPTION NO. 1 ABOVE, BEING ONLY LYING ABOVE A HORIZONTAL PLANE OF 22.85 FEET ABOVE CHICAGO CITY DATUM)

A PARCEL OF LAND COMPRISED OF A PART OF LOTS 2, 3, 4, 5, 6, 7, AND 8 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, AND A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, BOTH IN TOWNSHIP 40 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 2 WHICH IS 184.26 FEET, AS MEASURED ALONG SAID NORTH LINE OF LOT 2, WEST OF THE NORTHEAST CORNER OF SAID LOT 2.; THENCE SOUTH 00 DEGREES, 02 MINUTES, 01 SECONDS WEST ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOTS 2 THROUGH 8, A DISTANCE OF 78.62 FEET; THENCE SOUTH 89 DEGREES, 46 MINUTES, 55 SECONDS EAST, A DISTANCE OF 10.50 FEET; THENCE SOUTH 00 DEGREES, 02 MINUTES, 01 SECONDS WEST ALONG A LINE PARALLEL WITH SAID WEST LINE OF SAID LOTS 2 THROUGH 8, A DISTANCE OF 187.74 FEET; THENCE NORTH 89 DEGREES, 42 MINUTES, 29 SECONDS WEST, A DISTANCE OF 9.08 FEET; THENCE SOUTH 00 DEGREES, 02 MINUTES, 01 SECONDS WEST ALONG A LINE PARALLEL WITH SAID WEST LINE OF LOTS 2 THROUGH 8, A DISTANCE OF 72.85 FEET; THENCE NORTH 89 DEGREES, 42 MINUTES, 29 SECONDS WEST, A DISTANCE OF 35.38 FEET; THENCE SOUTH 00 DEGREES, 17 MINUTES, 31 SECONDS WEST, A DISTANCE OF 10.86 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF LOT 8, SAID POINT OF INTERSECTION BEING 21.49 FEET, AS MEASURED ALONG SAID SOUTH LINE, EAST OF THE SOUTHWEST CORNER OF SAID LOT 8; THENCE SOUTH 89 DEGREES, 42 MINUTES, 29 SECONDS EAST ALONG SAID SOUTH LINE OF LOT 8,

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**REVISED DESCRIPTION OF COMMON AREA
WITHOUT THE EXCLUSIVE EASEMENT AREA CREATED IN THIS 2013
EASEMENT AGREEMENT**

A DISTANCE OF 69.16 FEET; THENCE NORTH 00 DEGREES, 02 MINUTES, 01 SECONDS EAST ALONG A LINE PARALLEL WITH SAID WEST LINE OF LOTS 2 THROUGH 8, A DISTANCE OF 87.00 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 8.50 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOTS, A DISTANCE OF 52.83 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 4.16 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOTS, A DISTANCE OF 15.00 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 4.00 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOTS, A DISTANCE OF 32.94 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 2.00 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOTS, A DISTANCE OF 15.00 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 2.00 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOTS, A DISTANCE OF 15.00 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 4.16 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOTS, A DISTANCE OF 52.83 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 7.18 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOTS, A DISTANCE OF 79.50 FEET TO AN INTERSECTION WITH SAID NORTH LINE OF LOT 2; THENCE NORTH 89 DEGREES, 49 MINUTES, 19 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 33.83 FEET TO THE POINT OF BEGINNING.)

TRACT 2 BELOW REMAINS UNCHANGED BY 2013 GRANT OF EASEMENT

THAT PART OF THE WEST 107 FEET OF LOT 1 AND ALL OF LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7 AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING ABOVE A HORIZONTAL PLANE OF 22.85 FEET ABOVE CHICAGO CITY DATUM AND FALLING WITHIN THE BOUNDARIES PROJECTED VERTICALLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT, THENCE NORTH 03 DEGREES 33 MINUTES 48 SECONDS WEST ALONG THE EAST LINE OF SAID TRACT, 163.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 42 MINUTES 29 SECONDS WEST, 85.63 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 01 SECONDS WEST, 15.00 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 29 SECONDS EAST, 86.58 FEET TO THE EAST LINE OF SAID TRACT; THENCE NORTH 03 DEGREES 33 MINUTES 48

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REVISED DESCRIPTION OF COMMON AREA WITHOUT THE EXCLUSIVE EASEMENT AREA CREATED IN THIS 2013 EASEMENT AGREEMENT

SECONDS WEST, 15.03 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY,
ILLINOIS.

AND

THAT PART OF THE WEST 107 FEET OF LOT 1 AND ALL OF LOTS 2, 3, 4, 5, 6, 7 AND 8
IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, A SUBDIVISION OF PART
OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7 AND
PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION
8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,
TAKEN AS A TRACT, LYING ABOVE A HORIZONTAL PLANE OF 22.85 FEET ABOVE
CHICAGO CITY DATUM AND FALLING WITHIN THE BOUNDARIES PROJECTED
VERTICALLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST
CORNER OF SAID TRACT, THENCE NORTH 03 DEGREES 33 MINUTES 48 SECONDS
WEST ALONG THE EAST LINE OF SAID TRACT, 189.87 FEET TO THE POINT OF
BEGINNING; THENCE NORTH 03 DEGREES 33 MINUTES 48 SECONDS WEST ALONG
SAID EAST LINE, 15.03 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 19
SECONDS WEST, 82.94 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 01 SECONDS
WEST, 15.00 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 19 SECONDS EAST,
83.89 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PART OF 14-08-315-058
(common elements)

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I CERTIFY THAT THIS
IS A TRUE AND CORRECT COPY
OF DOCUMENT # 1301547114

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