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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/20/2014 09:39 AM Pg: 1 of 18

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RECIPROCAL PARKING, ACCESS AND STORM WATER
DETENTION EASEMENT AGREEMENT

PREPARED BY AND AFTER RECORDING, RETURN TO:

Thomas G. Moffitt
Stahl Cowen Crowley Addis LLC
55 W. Monroe, Suite 1200
Chicago, IL 60603

Property of Cook County Clerk's Office

Box 400-CTCC

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RECIPROCAL PARKING, ACCESS AND STORM WATER DETENTION EASEMENT AGREEMENT

THIS RECIPROCAL PARKING, ACCESS, AND STORM WATER DETENTION EASEMENT AGREEMENT (this "Agreement") is made and entered into this 30th day of July, 2014, by and between ARKUDA II, LLC, an Illinois limited liability company ("Arkuda"), and SHUBERT DEVELOPMENT PARTNERS, LLC, a Colorado limited liability company ("Shubert").

Recitals

A. Arkuda is the owner of that certain real property located in the City of Chicago, County of Cook, State of Illinois as legally described on Exhibit A attached hereto and incorporated herein by this reference (the "Arkuda Property"). Reference to "Arkuda" herein shall be deemed to mean and refer to the Owner of the fee simple title from time to time of the Arkuda Property.

B. Shubert is the owner of that certain real property adjacent to the Arkuda Property as legally described on Exhibit B attached hereto and incorporated herein by this reference (the "Shubert Property"). Reference to "Shubert" herein shall be deemed to mean and refer to the Owner of the fee simple title from time to time of the Shubert Property.

C. Arkuda has agreed to grant to Shubert easements across that portion of the Arkuda Property located within the easement parcel legally described on Exhibit C-1 attached hereto and depicted on Exhibit C-2 attached hereto (the "Easement Area") for the purpose of providing pedestrian access and vehicular ingress and egress to and from the Shubert Property and use and maintenance of an underground storm water detention tank for the mutual benefit of the Shubert Property and the Arkuda Property.

D. Shubert has also agreed to grant to Arkuda easement(s) across that portion of the Shubert Property located within the Easement Area for the purpose of providing pedestrian access and vehicular ingress and egress to and from the Arkuda Property and use and maintenance of an underground storm water detention tank for the mutual benefit of the Shubert Property and the Arkuda Property.

E. In connection with the easements granted herein, Shubert and Arkuda further desire to provide for the maintenance and use of that portion of the Easement Area located on their respective properties, upon the terms and subject to the conditions set forth in the Agreement.

F. The purpose of this easement is to enhance vehicular and pedestrian access and underground storm water drainage to both Shubert Property and Arkuda Property and to allocate each party's rights and obligations with respect to maintenance of the Easement Area.

Agreement

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NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Shubert and Arkuda agree as follows:

1. Grant of Reciprocal Access Easements. Arkuda hereby grants to Shubert and its successors and assigns in ownership of the Shubert Property a perpetual, non-exclusive easement across those portions of the Easement Area owned by Arkuda, for the purpose of providing pedestrian access and vehicular ingress and egress to and from the Shubert Property and use and maintenance of an underground storm water detention tank for the mutual benefit of the Shubert Property and the Arkuda Property. Shubert grants to Arkuda and its successors and assigns in ownership of the Arkuda Property a perpetual, non-exclusive easement across the those portions of the Easement Area owned by Shubert, for the purpose of providing pedestrian access and vehicular ingress and egress to and from the Arkuda Property and use and maintenance of an underground storm water detention tank for the mutual benefit of the Shubert Property and the Arkuda Property.

2. Scope and Use of Easements; Limitation of Future Use of Arkuda Property and Shubert Property. The easements granted by this Agreement (collectively, the “**Easements**”) shall be perpetual in duration, and the benefits and burdens of each Easement shall run with and be appurtenant to the Arkuda Property and the Shubert Property. Each party may use the Easement granted to such party solely for the purposes set forth herein. Each party may authorize its tenants, employees and business invitees to exercise the rights and privileges contemplated by this Agreement. Notwithstanding the foregoing, each party shall have the right to monitor the use of the Easements, at its sole cost and expense, for the purpose of confirming proper use of the Easement Areas. In the event either party determines that (i) the Easement Areas are being improperly used by third parties, or (ii) circumstances exist that would give rise to the need for security or general monitoring on the Easement Areas, such party shall notify the other party of such circumstances, and the parties shall use best efforts to halt such improper use. In the event of a breach of the rights granted or created under this Agreement, the owners of the Arkuda Property and the Shubert Property shall, in addition to all other remedies available to it, be entitled to enforce this Agreement by injunctive relief or otherwise.

3. Maintenance of Site Improvements. The owner of the Arkuda Property and the owner of the Shubert Property shall each bear fifty percent (50%) of the future cost of maintaining (the “**Maintenance Costs**”) the common improvements within the Easement Area; provided that each owner shall be responsible for 100% of the Maintenance Costs (including any necessary repairs to common elements resulting from damage caused as a result of such repairs and maintenance) of any improvements within the Easement Area that are solely for the benefit of such owner such as utility lines serving only one parcel. Either owner shall have the right to maintain the improvements within the Easement Area to the extent reasonably necessary to repair worn out elements of improvements or otherwise maintain the improvements in an operational condition and appearance consistent with the standard of upkeep of improvements on the owner’s Property. Any owner completing maintenance work may submit invoices to the owner of the other property, and the other owner shall reimburse the working owner for its

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respective share of the amount of the reasonable Maintenance Costs shown on such invoice not later than thirty (30) days after its receipt of such invoice.

4. No Mechanic's Liens. Each party further agrees, for itself and its successors and assigns in ownership of the Arkuda Property or the Shubert Property, to protect the Easement Areas and the other party's property from mechanic's, materialmen's and other liens arising in connection and maintenance of the improvements on such party's property, and to indemnify and defend the other party and its successors and assigns from and against and with respect to any such liens and to cause any such lien to be removed by payment or bonding within thirty (30) days of recording thereof. Each party shall advise all parties providing materials or services in connection with its construction activities of the non-liability of the other party and its successors and assigns in ownership of any portion of the Arkuda Property or the Shubert Property.

5. Indemnification. Each party hereto indemnifies and agrees to hold the other party harmless from any and all liability, damage, expenses, causes of action, suits, claims, or judgment arising from injury to persons or property and occurring on its own property, except if caused by the act or neglect of the other party. Each party, to cover its obligations under this paragraph, will provide and maintain public liability insurance providing not less than \$1,000,000.00 combined single limit coverage. All such insurance will be maintained with reputable, financially responsible insurance companies and each party will, upon request of the other party, furnish the other party with a certificate or copy of its insurance policy.

6. Condemnation. Nothing in this Agreement shall be construed to give either party an interest in any award or payment made to the other party in connection with the land value for any exercise of eminent domain or transfer in lieu thereof affecting the other party's property or give the public or government any rights in property not obtained from the owner of such property; provided however, each party for itself shall be entitled to make claims for the effect on its business for the loss of access and damages related thereto in connection for any such condemnation action.

7. Term. The Easements granted hereunder shall continue in perpetual existence unless terminated by mutual consent of all of the then-current owners of the Arkuda Property and the Shubert Property.

8. No Public Dedication. Nothing contained in this Agreement shall be deemed a gift or dedication of any portion of the Easements to the general public or for the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this Agreement and the Easements granted hereunder shall be strictly limited to and for the purposes herein expressed; provided however, to the extent required by any governmental authority having jurisdiction over the property, the Access Easements may be dedicated for the limited purpose of a "public" fire lane access or utility easement. The right of any person to make any use whatsoever of the Easements under this Agreement is subject to the permission and control of the parties thereto. There are no intended third party beneficiaries to this Agreement.

9. Negation of Partnership. None of the terms or provisions of this Agreement create a partnership between or among the parties in their respective businesses or otherwise, or

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constitute the parties as joint venturers or members of any joint enterprise. Each party to this Agreement shall be considered a separate owning entity and no party shall have the right to act as agent for another party unless expressly authorized to do so by written instrument signed by the authorized party.

10. No Merger. The Easements and the rights and obligations granted and created by this Agreement are for the mutual benefit and protection of the present and all future owners of the Shubert Property and the Arkuda Property. If there should at any time be common ownership of any or all of the respective properties, then it is the intention of the parties hereto that there be no merger of the Easements into the respective fee estate, but rather the Easements and the rights, benefits, obligations, restrictions and burdens shall be separately preserved for the benefit of all future owners of the respective properties.

11. Default. Any amount due under this Agreement but unpaid after the date due shall accrue interest at the rate of 12% per annum or the maximum interest that may be imposed by law from date due until paid.

12. Notices. All notices provided for hereunder shall be in writing and shall be deemed given and received (a) when personally delivered; (b) seventy-two (72) hours after the same are deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or (c) when received, if sent by reputable overnight courier such as Federal Express or UPS; addressed to the applicable party at the address indicated below for such party, or as to each party, at such other address as shall be designated by such party in a written notice to the other party:

To Arkuda: Eric Weber
 33 Realty
 2636 N. Lincoln Ave.
 Chicago, IL 60614
 Fax: 312-924-5988
 Email: eric@33realty.com

With a copy to: John T. Koutoupis
 Arkuda II, LLC
 1516 N. State Parkway, Apt. 14B
 Chicago, IL 60610
 Fax: None
 Email: jkoutoupis@jefferies.com

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To Shubert: Shubert Development Partners, LLC
 Attn: Brian Pauls
 270 St. Paul Street, Suite 300
 Denver, Colorado 80206
 Fax: (303) 371 – 1465
 Email: Chris.Manley@paulscorp.com

With a copy to: Campbell Killin Brittan & Ray, LLC
 270 St. Paul Street, Suite 200
 Denver, Colorado 80206
 Attention: J. Kevin Ray, Esq.
 Fax: (303) 322 -5800
 Email: kray@ckbrlaw.com

13. Miscellaneous.

a) If any provision of this Agreement is hereafter expressly declared by a court of proper jurisdiction to be invalid or unenforceable, such provision shall be cancelled and severed from this Agreement and the other provisions of this Agreement shall continue in full force and effect.

b) This Agreement shall constitute a binding agreement between the parties upon execution and shall be recorded in the Office of the Clerk and Recorder of Cook County, State of Illinois.

c) The terms of this Agreement shall run with the land. All references in this Agreement to each party shall mean and include the respective successors and assigns of such parties who become owners of the Arkuda Property or the Shubert Property or any portion thereof. Each party now or hereafter owning any or such property shall be liable for performance of all covenants, obligations, and undertakings herein set forth; however, notwithstanding anything hereinabove to the contrary, any such liability for performance of all covenants, obligations, and undertakings herein shall terminate with regard to future events as of the date of the bona fide conveyance by a party of the entirety of its ownership in its property and the assumption by a transferee of the obligations to perform future covenants, obligations, and undertakings contained herein. The transfer of such obligations to perform future covenants, obligations, and undertakings herein from one property owner to a transferee shall not operate to terminate this Agreement.

d) This Agreement may be amended by and only by a written agreement recorded in the Office of the Clerk and Recorder of Cook County, State of Illinois, executed by the party or parties who then collectively own the property covered by this Agreement.

e) The validity and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois.

f) This Agreement may be executed in one or more identical electronic counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument.

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g) If it shall be necessary for either party to this Agreement to bring suit to construe, interpret or enforce any provisions hereof or for any damages on account of any breach of this Agreement, the prevailing party on any issue in any such litigation and any appeals therefrom shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and a reasonable attorneys' fee as fixed by the court.

[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE
FOLLOWS]

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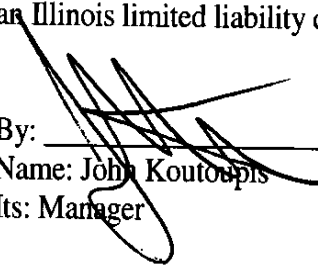
Prepared by and after
recording, return to:
Thomas G. Moffitt
Stahl Cowen Crowley
Addis LLC
55 W. Monroe Suite 1200
Chicago, IL 60603

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first set forth above.

ARKUDA:

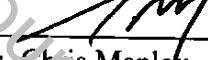
ARKUDA II, LLC,
an Illinois limited liability company

By: 
Name: John Koutouplis
Its: Manager

SHUBERT:

SHUBERT DEVELOPMENT PARTNERS, LLC,
a Colorado limited liability company

By: Saint Joseph Charitable Foundation, a Colorado charitable trust, Manager

By: 
Name: Chris Manley
Title: Authorized Signatory

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I Maureen Moskal, a Notary Public in and for said County and State, do hereby certify that John Koutoupis, as the Manager of ARKUDA II, LLC, an Illinois limited liability company, 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 Manager, he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company, for the purposes therein set forth.

Given under my hand and official seal, this 30 day of July, 2014

Maureen Moskal
Notary Public

My commission expires: 03/26/2017



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STATE OF Colorado)
City: Denver) ss.
COUNTY OF Denver)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Chris Manley, personally known to me to be an Authorized Signatory of Saint Joseph Charitable Foundation, a Colorado charitable trust, Manager of SHUBERT DEVBELOPMENT PARTNERS, LLC, a Colorado limited liability company, and to be the same individual whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such Authorized Signatory he signed, sealed and delivered the said instrument as his 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 official seal, this 22nd day of July, 2014

KRISTINE K CHAMBERS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19934017410
My Commission Expires December 11, 2017

Kristine K Chambers
Notary Public

My commission expires: _____

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EXHIBIT A

Legal Description of Arkuda Property

PARCEL ONE (WEST BUILDING):

THAT PART OF LOTS 23 AND 24 AND THE VACATED ALLEY NORTH OF AND ADJOINING SAID LOTS IN THORGERSEN AND ERICKSEN'S SUBDIVISION OF LOTS 1 TO 15 AND 26 TO 33 AND THE PRIVATE ALLEY IN BLOCK 6 IN S.S. HAYES KELVYN GROVE ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 11, 1917 AS DOCUMENT NUMBER 6086158, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 24 WITH THE WEST LINE OF THE EAST 19 FEET OF SAID LOT 24; THENCE NORTH 02 DEGREES 02 MINUTES 08 SECONDS WEST, ALONG AN ASSUMED BEARING, BEING SAID WEST LINE OF THE EAST 19 FEET AND THE NORTHERLY EXTENSION THEREOF A DISTANCE OF 129.36 FEET; THENCE NORTH 88 DEGREES 34 MINUTES 17 SECONDS EAST 26.36 FEET; THENCE SOUTH 01 DEGREES 25 MINUTES 43 SECONDS EAST 129.38 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 23; THENCE SOUTH 88 DEGREES 36 MINUTES 43 SECONDS WEST ALONG SAID SOUTH LINE AND THE SOUTH LINE OF SAID LOT 24 A DISTANCE OF 24.99 FEET TO POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: Part of 13-27-305-010-0000

Common Address: 4624 West Schubert Avenue, Chicago, Illinois 60639

PARCEL TWO (EAST BUILDING):

THAT PART OF LOTS 22 AND 23 AND THE VACATED ALLEY NORTH OF AND ADJOINING SAID LOTS IN THORGERSEN AND ERICKSEN'S SUBDIVISION OF LOTS 1 TO 15 AND 26 TO 33 AND THE PRIVATE ALLEY IN BLOCK 6 IN S.S. HAYES KELVYN GROVE ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 11, 1917 AS DOCUMENT NUMBER 6086158, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF LOT 24 IN SAID THORGERSEN AND ERICKSEN'S SUBDIVISION WITH THE WEST LINE OF THE EAST 19 FEET OF SAID LOT 24; THENCE NORTH 02 DEGREES 02 MINUTES 08 SECONDS WEST, ALONG AN ASSUMED BEARING, BEING SAID WEST LINE OF THE EAST 19 FEET AND THE NORTHERLY EXTENSION THEREOF A DISTANCE OF 129.36 FEET; THENCE NORTH 88 DEGREES 34 MINUTES 17 SECONDS EAST 26.36 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 34 MINUTES 17 SECONDS EAST 31.84 FEET; THENCE SOUTH 01 DEGREES 25 MINUTES 43 SECONDS

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EAST 129.40 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 22; THENCE SOUTH 88 DEGREES 36 MINUTES 43 SECONDS WEST ALONG SAID SOUTH LINE AND THE SOUTH LINE OF SAID LOT 23 A DISTANCE OF 31.84 FEET TO POINT TO A POINT 24.99 FEET EAST OF THE POINT OF COMMENCEMENT AS MEASURED ALONG SAID SOUTH LINES; THENCE NORTH 01 DEGREES 25 MINUTES 43 SECONDS WEST 129.38 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: Part of 13-27-305-010-0000

Common Address: 4622 West Schubert Avenue, Chicago, Illinois 60639

Property of Cook County Clerk's Office

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EXHIBIT B - Legal Description of Shubert Property

PARCEL 1:

LOTS 9 TO 23 AND THE EAST 19 FEET OF LOT 24 AND HALF OF THE VACATED STREET NORTH OF AND ADJOINING LOTS 9 TO 16 AND ALL OF THE VACATED ALLEY NORTH OF AND ADJOINING LOTS 17 TO 23 AND THE EAST 19 FEET OF LOT 24, AND THE VACATED STREET EAST AND ADJOINING LOTS 16 AND 17 AND THE VACATED STREET EAST AND ADJOINING THE VACATED ALLEY BETWEEN LOTS 16 AND 17 IN THORGERSEN AND ERICKSEN'S SUBDIVISION OF LOTS 1 TO 15 AND 26 TO 33 AND THE PRIVATE ALLEY IN BLOCK 6 IN S.S. HAYES KELVYN GROVE ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT PART OF VACATED KENTON AVENUE BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 17 IN BLOCK 6 ABOVE REFERRED TO, RUNNING THENCE EAST 30 FEET; THENCE SOUTH 33 FEET; THENCE IN A STRAIGHT LINE TO POINT OF BEGINNING,

EXCEPT THAT PART DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 22, 23 AND 24 AND THE VACATED ALLEY NORTH OF AND ADJOINING SAID LOTS IN THORGERSEN AND ERICKSEN'S SUBDIVISION OF LOTS 1 TO 15 AND 26 TO 33 AND THE PRIVATE ALLEY IN BLOCK 6 IN S.S. HAYES KELVYN GROVE ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 11, 1917 AS DOCUMENT NUMBER 6086158, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 24 WITH THE WEST LINE OF THE EAST 19 FEET OF SAID LOT 24; THENCE NORTH 02 DEGREES 02 MINUTES 08 SECONDS WEST, ALONG AN ASSUMED BEARING, BEING SAID WEST LINE OF THE EAST 19 FEET AND THE NORTHERLY EXTENSION THEREOF A DISTANCE OF 129.36 FEET; THENCE NORTH 88 DEGREES 34 MINUTES 17 SECONDS EAST 58.20 FEET; THENCE SOUTH 01 DEGREES 25 MINUTES 43 SECONDS EAST 129.40 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 22; THENCE SOUTH 88 DEGREES 36 MINUTES 43 SECONDS WEST ALONG SAID SOUTH LINE AND THE SOUTH LINE OF SAID LOTS 23 AND 24 A DISTANCE OF 56.83 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PART OF VACATED WEST PARKER AVENUE VACATED BY ORDINANCE PASSED DECEMBER 23, 1957 AND RECORDED JANUARY 7, 1958 AS DOCUMENT NUMBER 17104154 AND THAT PART OF VACATED KENTON AVENUE VACATED BY ORDINANCE PASSED JULY 22, 1926 AND RECORDED JULY 29, 1926 AS DOCUMENT NUMBER 9355242, IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF BLOCK 6 IN THORGERSEN & ERICKSEN'S SUBDIVISION RECORDED APRIL 11, 1917 AS DOCUMENT 6086158, SAID

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POINT ALSO BEING THE INTERSECTION OF THE WEST LINE OF SAID VACATED KENTON AVENUE AND THE SOUTH LINE OF SAID VACATED WEST PARKER AVENUE; THENCE NORTH 02 DEGREES 00 MINUTES 41 SECONDS WEST, ALONG SAID WEST LINE, 50.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SAID VACATED WEST PARKER AVENUE; THENCE SOUTH 88 DEGREES 34 MINUTES 17 SECONDS WEST, ALONG SAID SOUTH LINE, 239.39 FEET TO A POINT ON THE WEST LINE OF SAID VACATED WEST PARKER AVENUE; THENCE NORTH 01 DEGREES 57 MINUTES 34 SECONDS WEST, ALONG SAID WEST LINE, 40.00 FEET TO A POINT ON A LINE 10.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID VACATED WEST PARKER AVENUE; THENCE NORTH 88 DEGREES 34 MINUTES 17 SECONDS EAST, ALONG SAID PARALLEL LINE, 177.65 FEET; THENCE SOUTH 01 DEGREES 24 MINUTES 22 SECONDS EAST, 35.84 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 42 SECONDS EAST, 92.08 FEET TO A POINT ON THE EAST LINE OF SAID VACATED KENTON AVENUE; THENCE SOUTH 02 DEGREES 00 MINUTES 41 SECONDS EAST, ALONG SAID EAST LINE, 54.09 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID VACATED WEST PARKER AVENUE; THENCE SOUTH 88 DEGREES 34 MINUTES 17 SECONDS WEST, ALONG SAID LAST DESCRIBED LINE, 30.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY GRANT DATED JANUARY 4, 1949 AND RECORDED MARCH 23, 1949 AS DOCUMENT 14518493 FOR PURPOSE OF A RIGHT OF WAY FOR CONSTRUCTING, OPERATING AND MAINTAINING A SWITCH TRACK OVER A STRIP OF LAND BEING A PART OF VACATED NORTH KENTON AVENUE AS LAID OUT IN S. S. HAYES' KELVYN GROVE ADDITION TO CHICAGO, OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT A POINT ON THE EAST LINE OF SAID NORTH KENTON AVENUE, BEING ALSO THE WEST LINE OF RIGHT OF WAY OF CHICAGO AND NORTHWESTERN RAILWAY, WHICH IS 18.00 FEET SOUTH OF THE SOUTH LINE OF WEST DIVERSEY AVENUE PRODUCED EAST RUNNING THENCE PARALLEL TO THE SAID SOUTH LINE OF WEST DIVERSEY AVENUE, A DISTANCE OF 12.00 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF AFORESAID RIGHT OF WAY, A DISTANCE OF 152.39 FEET, MORE OR LESS TO A POINT 85.00 FEET MEASURED PARALLEL TO SAID RIGHT OF WAY, NORTH OF THE NORTH LINE OF WEST PARKER AVENUE PRODUCED EAST; THENCE SOUTHERLY IN A STRAIGHT LINE TO A POINT ON SAID NORTH LINE OF WEST PARKER AVENUE, WHICH IS 19.00 FEET WEST OF THE WEST LINE OF THE AFORESAID RIGHT OF WAY; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID RIGHT OF WAY, A DISTANCE OF 82.00 FEET TO A POINT 18.00 FEET NORTH OF THE SOUTH LINE OF WEST PARKER AVENUE PRODUCED EAST; THENCE EAST PARALLEL TO SAID SOUTH LINE OF WEST PARKER AVENUE, A DISTANCE OF 19.00 FEET TO THE WEST LINE OF AFORESAID RIGHT OF WAY; THENCE NORTH ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 349.39 FEET, MORE OR LESS TO THE POINT OF BEGINNING; AND ALSO OVER A PARCEL OF LAND DESCRIBED AS:

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BEGINNING AT A POINT ON THE EAST LINE OF SAID VACATED NORTH KENTON AVENUE AFORESAID, BEING ALSO THE WEST LINE OF THE RIGHT OF WAY OF CHICAGO & NORTHWESTERN RAILWAY, WHICH IS 18.00 FEET SOUTH OF THE SOUTH LINE OF WEST DIVERSEY AVENUE PRODUCED EAST; RUNNING THENCE NORTH ALONG SAID EAST LINE OF SAID NORTH KENTON AVENUE, A DISTANCE OF 18.00 FEET TO THE SOUTH LINE OF SAID WEST DIVERSEY AVENUE PRODUCED EAST; THENCE WEST ALONG THE SOUTH LINE OF SAID WEST DLVERSEY AVENUE PRODUCED EAST, A DISTANCE OF 12.00 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF SAID NORTH KENTON AVENUE, 18.00 FEET; THENCE EAST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF SAID WEST DIVERSEY AVENUE PRODUCED EAST, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

13-27-105-010-000

Northeast corner of West Schubert Avenue
and vacated North Kenton Avenue

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EXHIBIT C-1 Legal Description of Easement Area

THAT PART OF LOTS 9 TO 11, 22, 23 AND THE EAST 19 FEET OF LOT 24 AND PART OF THE VACATED ALLEY NORTH OF AND ADJOINING LOTS 22, 23 AND THE EAST 19 FEET OF LOT 24 IN THORGERSEN AND ERICKSEN'S SUBDIVISION OF LOTS 1 TO 15 INCLUSIVE AND 26 TO 33 INCLUSIVE AND PRIVATE ALLEY IN BLOCK 6 IN S.S. HAYES' KELVYN GROVE ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 11, 1917 AS DOCUMENT 6086158, MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 9; THENCE NORTH 01 DEGREES 57 MINUTES 34 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 21.69 FEET; THENCE NORTH 88 DEGREES 34 MINUTES 17 SECONDS EAST, 61.67 FEET; THENCE SOUTH 01 DEGREES 25 MINUTES 43 SECONDS EAST, 57.50 FEET; THENCE SOUTH 88 DEGREES 34 MINUTES 17 SECONDS WEST, 57.90 FEET TO A POINT ON THE WEST LINE OF EAST 19 FEET OF SAID LOT 24; THENCE NORTH 02 DEGREES 02 MINUTES 08 SECONDS WEST, ALONG SAID WEST LINE, 35.81 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 9; THENCE SOUTH 88 DEGREES 34 MINUTES 39 SECONDS WEST, ALONG SAID SOUTH LINE, 3.19 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: Part of 13-27-305-010-0000

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EXHIBIT C-2
Depiction of Easement Area

(see attached)

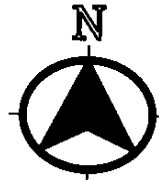
COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

Property of Cook County Clerk's Office

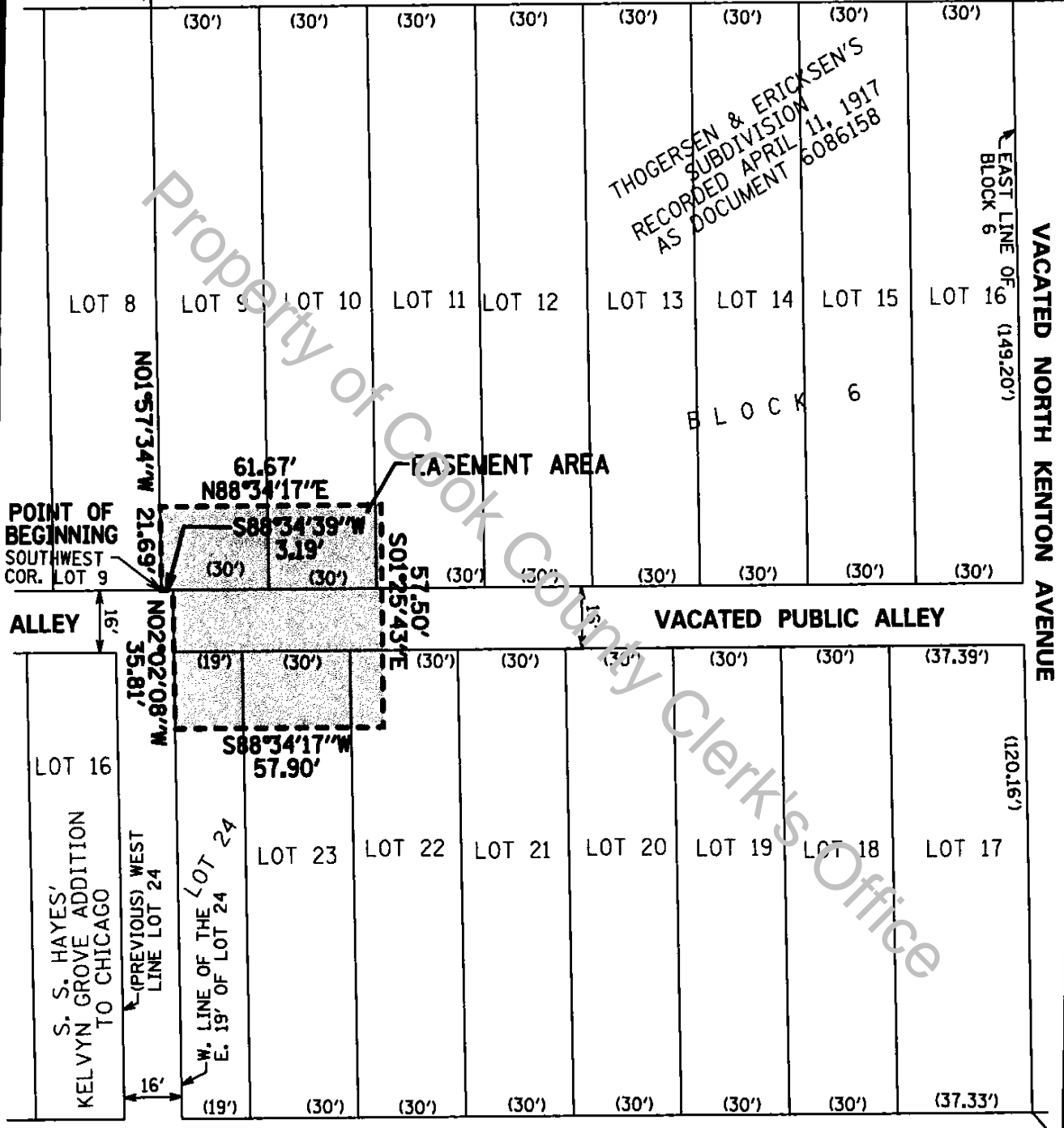
UNOFFICIAL COPY

EXHIBIT C-2



VACATED WEST PARKER AVENUE

SCALE: 1" = 40'



9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018 Phone: (847) 696-4060 Fax: (847) 696-4065

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

DATE: 06/24/2014

JOB NO: 5336.08

FILENAME: 5336EXB-06 P-LOT

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