



1427533156

Doc#: 1427533156 Fee: \$84.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/02/2014 04:11 PM Pg: 1 of 24

## EASEMENT AGREEMENT

⑥ STE # 14000030997  
AUT # 12-0418B

PREPARED BY, AND AFTER  
RECORDING, MAIL TO:

Martin P. Murphy  
The Murphy Law Firm  
One Westbrook Corporate Center  
Suite 200  
Westchester, IL 60154

PIN # 16-31-115-011-0000  
16-31-115-012-0000  
16-31-115-013-0000  
(AFFECTS PIQ AND OP)

**THIS EASEMENT AGREEMENT** (this "Agreement") is made this 30<sup>th</sup> day of September, 2014 by and between **BERWYN 47 LLC**, an Illinois limited liability company, whose address is 12 Salt Creek Lane, Suite 400, Hinsdale, Illinois 60521 ("Berwyn 47"), and **6809-11 W. Stanley Berwyn LLC**, an Illinois limited liability company, whose address is 527 S. Wells Street, Suite 600, Chicago, Illinois 60607 ("Stanley Berwyn").

### RECITALS:

- A. Stanley Berwyn is the owner of the bank facility ("Bank Building") located within the property at the corner of Stanley Avenue and Grove Avenue in Berwyn Illinois as legally described on Exhibit A attached hereto ("Bank Property").
- B. Berwyn 47 is the owner of property adjacent to the Bank Property as legally described on Exhibit B attached hereto ("Berwyn 47 Property"), which property includes a building used for commercial and condominium purposes ("Mixed-Use Building").
- C. The Berwyn 47 Property also includes an underground parking area as legally described on Exhibit C attached hereto (the "Underground Parking Area").
- D. The parties desire to grant easements to each other, all as more fully described below.

NOW, THEREFORE, for and in consideration of ten dollars (\$10.00) and the mutual promises, covenants, and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Berwyn 47 and Stanley Berwyn hereby agree as follows:

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1. **Recitals.** The foregoing Recitals are hereby incorporated into and made a part of this Agreement as if the same had been fully set forth in this Agreement.

2. **Easement Grants to Berwyn 47.** Stanley Berwyn hereby grants to Berwyn 47, subject to the terms hereof, the following easements appurtenant to the Berwyn 47 Property:

(a) a perpetual easement on, over, under, and across the stairwell located in the northern portion of the Bank Property, which stairwell is more specifically depicted on Exhibit D attached hereto ("Stairwell Easement Premises"), to allow Berwyn 47 (i) ingress and egress between the Underground Parking Area and the adjoining public sidewalk immediately west of the Bank Property and (ii) the right, at its cost, to maintain, repair, replace and reconstruct the stairs, stairwell and related stairwell improvements (collectively, "Stairwell") located within the Stairwell Easement Premises, provided further that Berwyn 47 shall also have the right to maintain, construct and reconstruct an enclosure for the Stairwell within the Stairwell Easement Premises should Stanley Berwyn fail to maintain the existing, or any future, enclosure for the Stairwell;

(b) A perpetual non-exclusive easement in and to all structural members, footings, foundations, columns and beams and other supporting components located within the portion of the Bank Property described on Exhibit E attached hereto, for the support of Mixed-Use Building, a portion of such existing structural members, footings, caissons, foundations, columns and beams and other supporting components are depicted on Exhibit E-1 attached hereto;

(c) A perpetual non-exclusive easement permitting encroachments in the event and to the extent that, by reason of original construction, additional construction, reconstruction or replacement of any part of the Mixed Use Building or any of its balconies, or the subsequent settlement or shifting thereof encroaches, or in the future encroaches, upon any part of the Bank Property described on Exhibit E attached hereto; and

(d) A perpetual non-exclusive easement over, upon, across and through those exterior portions of the Bank Property located adjacent to the Berwyn 47 Property as reasonably necessary to permit construction, maintenance, repair, reconstruction, rehabilitation, restoration or replacement work for the Mixed-Use Building and other improvements located within the Berwyn 47 Property, provided reasonable efforts are utilized by Berwyn 47 to minimize interference with Stanley Berwyn and its tenants and occupants and to promptly and diligently complete all such work.

3. **Easement Grants to Stanley Berwyn.** Berwyn 47 hereby grants to Stanley Berwyn, subject to the terms hereof, the following easements appurtenant to the Bank Property:

(a) a perpetual non-exclusive easement for the use for their intended purposes of all currently existing utility facilities serving the Bank Property, including without limitation existing utility facilities within and appurtenant to the mechanical room in the

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Underground Parking Area, facilities appurtenant to the ATM machine located in the Underground Parking Area, drainage lines, and electrical lines serving the currently existing Harris Bank signs, all as located within the Underground Parking Area or on or above the surface parking area within the Berwyn 47 Property, provided that the parties agree to reasonably cooperate in the future to more specifically locate these easement areas described in this Section 3(a) at the request of either party and amend this Agreement to reflect such more specific locations;

(b) A perpetual non-exclusive easement in and to all structural members, footings, foundations, columns and beams and other supporting components located within the portion of the Underground Parking Area Bank Property located directly underneath the Bank Property, for the support of the existing improvements located on the Bank Property that do not have a foundation directly underneath it;

(c) A perpetual non-exclusive easement permitting encroachments in the event and to the extent that, by reason of original construction, additional construction, reconstruction or replacement of any part of the Bank Building or other improvements on the Bank Property, or the subsequent settlement or shifting thereof encroaches, or in the future encroaches, upon any part of the portion of the Underground Parking Area located directly underneath the Bank Property; and

(d) A perpetual non-exclusive easement over, upon, across and through those exterior portions of the Berwyn 47 Property located adjacent to the Bank Property as reasonably necessary to permit construction, maintenance, repair, reconstruction, rehabilitation, restoration or replacement work for the Bank Building and other improvements located within the Bank Property, provided reasonable efforts are utilized by Stanley Berwyn to minimize interference with Berwyn 47 and its tenants and occupants and to promptly and diligently complete all such work.

4. **Maintenance of Drive Thru Lanes and ATM Island Area.** The drive thru lanes and ATM island located to the east of the Bank Building within the Bank Property (the "Drive Thru Lanes and ATM Island Area") are not a part of that certain Easement and Cost Sharing Agreement dated September 30, 2014 and recorded with the Cook County Recorder of Deeds as document number 1427533155 ("Easement and Cost Sharing Agreement"). However, the parties have a mutual interest in the maintenance of (i) the ceiling of the portion of the Underground Parking Area below the Drive Thru Lanes and ATM Island Area, and (ii) the surface and subsurface area (above the ceiling of such area of the Underground Parking Area) of the Drive Thru Lanes and ATM Island Area. Therefore, Berwyn 47 shall maintain in good condition the ceiling area described in item (i) of this Section 4. Stanley Berwyn shall maintain in good condition the surface and subsurface area as described in item (ii) of this Section 4.

5. **Indemnity.**

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(a) To the fullest extent not prohibited by applicable law, Berwyn 47 shall indemnify, defend, and save harmless Stanley Berwyn and its agents, employees, members, managers, officers and directors, from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred or asserted by reason of any accident, injury to, or death of, persons or loss of, or damage to, property occurring on or about the Berwyn 47 Property or any part thereof, to the extent resulting from any act or omission of Berwyn 47, or anyone claiming by, through, or under Berwyn 47 pursuant to this Agreement.

(b) To the fullest extent not prohibited by applicable law, Stanley Berwyn shall indemnify, defend, and save harmless Berwyn 47 and its agents, employees, members, managers, officers and directors, from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred or asserted by reason of any accident, injury to, or death of, persons or loss of, or damage to, property occurring on or about the Bank Property or any part thereof, to the extent resulting from any act or omission of Stanley Berwyn, or any of its tenants, or anyone claiming by, through, or under Stanley Berwyn or any of its tenants pursuant to this Agreement.

6. **Covenants Running with the Land.** The rights and obligations granted in this Agreement and the agreements and covenants contained in this Agreement shall be rights, obligations, agreements and covenants running with the land, and shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, grantees, successors, and assigns.

7. **Default, Right to Enjoin.** In the event of a default by Berwyn 47 or Stanley Berwyn of its obligations hereunder, the non-defaulting party can pursue all rights and remedies at law or in equity with respect to such default. In addition to, and not in limitation of, any rights or remedies available to any party hereunder under the terms and provisions of this Agreement, any party hereunder shall also have the right to institute a suit in equity to the extent permitted by law to compel compliance with each of, or to enjoin the violation or threatened violation of any of, the terms, covenants and conditions of this Agreement by any other party hereunder. All costs incurred by one party in so enforcing this Agreement, including court costs and reasonable attorneys' fees, shall be paid by the defaulting party to the non-defaulting party hereunder.

8. **Amendment.** This Agreement may be amended only by an instrument executed by all the parties hereto or their successors or assigns.

9. **Severability.** If any of the covenants, conditions or terms of this Agreement shall be found void or unenforceable for any reason whatsoever by any court of law or law or in equity, then every other covenant, condition or term herein set forth shall remain valid and binding, and in such event, such covenants, conditions or terms shall be given effect to the extent required to carry out the general intention of this Agreement and impart validity to such covenant, condition or term.

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10. **Notice.** Any notice required or desired to be given under this Agreement shall be in writing and shall be deemed to have been properly served upon receipt, or refusal of receipt, (i) when delivered in person, (ii) three business days after such notice is deposited in the United States mail, certified mail, return receipt requested, postage prepaid, or (iii) one (1) business day after such notice is deposited with an overnight courier service, and shall be addressed as set forth in the introductory paragraph of this Agreement (or any such other address or party as any party hereto shall from time to time designate by notice given in accordance with the terms hereof).

11. **Successors and Assigns.** Whether or not specific reference is made to successors and assigns in each term or provision of this Agreement, all of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

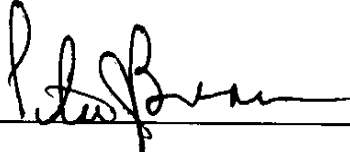
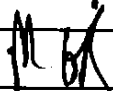
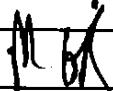
12. **Miscellaneous.** This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

[No further text. Signatures on following page.]


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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

**BERWYN 47 LLC**, an Illinois limited liability company

By:   
 Name:   
 Title: 

**6809-11 W. Stanley Berwyn LLC**, an Illinois limited liability company

By:   
 Name: \_\_\_\_\_  
 Title: mgr.

Property of Cook County Clerk's Office

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State of Illinois, County of DePeque ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that before me on this 30th day of September, 2014, appeared Peter J. Brennan manager of BERWYN 47 LLC, an Illinois limited liability company, and known to me to be the same person who signed and acknowledged that he signed the foregoing instrument as such manager of said limited liability company for and on behalf of the limited liability company, and that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of the limited liability company, for the uses and purposes set forth in the instrument.

Given under my hand and official seal this 30th day of September, 2014.

Commission expires



NOTARY PUBLIC

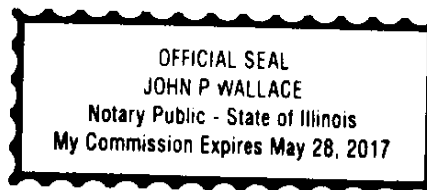
State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that before me on this 30th day of September, 2014, appeared CYNTHIA BICKER MANAGER of 6809-11 W. Stanley Berwyn LLC, an Illinois limited liability company, and known to me to be the same person who signed and acknowledged that he signed the foregoing instrument as such MANAGER of said limited liability company for and on behalf of the limited liability company, and that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of the limited liability company, for the uses and purposes set forth in the instrument.

Given under my hand and official seal this 30th day of Sept, 2014.

Commission expires 05/28/17

John P. Wallace

NOTARY PUBLIC

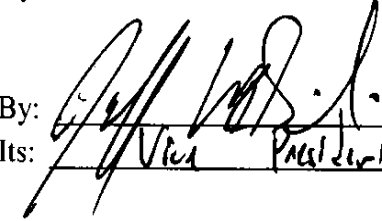


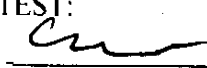
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## CONSENT OF MORTGAGEE

Lakeside Bank, holder of a note secured by a mortgage on the property subject to the foregoing Easement Agreement ("Easement Agreement"), which mortgage is dated December 30, 2010 and recorded with the Cook County Recorder of Deeds on January 31, 2011 as Document Number 1103112059, hereby consents to the execution and recording of the above and foregoing Easement Agreement, and hereby submits the aforesaid mortgage to the provisions of the above and foregoing Easement Agreement.

IN WITNESS WHEREOF Jeff Wisniewski has caused this instrument to be signed by its duly authorized officers on its behalf, on this 30th day of September, 2014.

By:   
Its: Vice President

ATTEST:  
By:   
Its: Finance Assistant

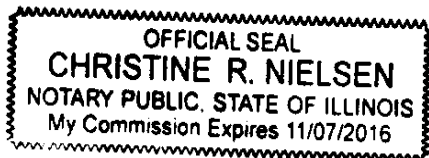
STATE OF Illinois )  
                                  ) SS  
COUNTY OF Cook )

I, Christine Nielsen, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jeff Wisniewski personally known to me to be the Vice President of Lakeside Bank, and Erika Sharp personally known to me to be the Financial Assistant of said Lakeside Bank, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day, in person and severally acknowledged that as such Jeff Wisniewski and Erika Sharp of said Lakeside Bank, they signed and delivered the said instrument, pursuant to authority duly given to so act on behalf of said Lakeside Bank, as their free and voluntary act and as the free and voluntary act of said Lakeside Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of September, 2014.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:





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## EXHIBIT A

### Legal Description of Bank Property

#### Bank Property

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY TAKEN AS A SINGLE TRACT OF LAND: LOTS 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 AND 37 (EXCEPT THAT PART OF LOT 37 TAKEN FOR STREET) AND THAT PART OF VACATED ALLEY LYING SOUTHEASTERLY OF LOT 37 AND NORTHWESTERLY OF LOTS 28, 29, 30, 31, 32, 33, 34, 35 AND 36 ALL IN BLOCK 3 IN BERWYN, A SUBDIVISION OF PART OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +607.72 FEET U.S.G.S. DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT, THENCE NORTH 00°-00'-00" EAST ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 79.59 FEET (THE WEST LINE OF SAID TRACT ALSO BEING THE EAST LINE OF GROVE AVENUE.); THENCE NORTH 74°-45'-10" EAST, 73.77 FEET; THENCE SOUTH 15°-18'-05" EAST, 9.61 FEET; THENCE SOUTH 74°-42'-28" WEST, 11.14 FEET; THENCE SOUTH 15°-18'-05" EAST, 67.18 FEET TO THE SOUTH LINE OF SAID TRACT (THE SOUTH LINE OF SAID TRACT ALSO BEING THE NORTH LINE OF STANLEY AVENUE); THENCE SOUTH 74°-45'-10" WEST ALONG SAID SOUTH LINE, 83.63 FEET TO THE PLACE OF BEGINNING;

TOGETHER WITH THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +607.72 FEET U.S.G.S. DATUM BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT, THENCE NORTH 00°-00'-00" EAST, ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 79.59 FEET (THE WEST LINE OF SAID TRACT ALSO BEING THE EAST LINE OF GROVE AVENUE.) TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 00°-00'-00" EAST ALONG SAID WEST LINE 82.61 FEET; THENCE SOUTH 89°-33'-05" EAST, 19.00 FEET; THENCE SOUTH 00°-00'-00" EAST, 60.59 FEET; THENCE SOUTH 15°-14'-50" EAST, 16.11 FEET; THENCE SOUTH 74°-45'-10" WEST, 24.09 FEET TO THE PLACE OF BEGINNING;

TOGETHER WITH THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +607.72 FEET U.S.G.S. DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 620.31 FEET U.S.G.S. DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT, THENCE NORTH 00°-00'-00" EAST ALONG THE WEST LINE OF SAID TRACT, A

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DISTANCE OF 79.59 FEET (THE WEST LINE OF SAID TRACT ALSO BEING THE EAST LINE OF GROVE AVENUE.); THENCE NORTH  $74^{\circ}-45'-10''$  EAST, 73.77 FEET; THENCE SOUTH  $15^{\circ}-18'-05''$  EAST, 9.61 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH  $15^{\circ}-18'-05''$  EAST, 67.18 FEET TO THE SOUTH LINE OF SAID TRACT (THE SOUTH LINE OF SAID TRACT ALSO BEING THE NORTH LINE OF STANLEY AVENUE); THENCE SOUTH  $74^{\circ}-45'-10''$  WEST, ALONG SAID SOUTH LINE A DISTANCE OF 11.14 FEET; THENCE NORTH  $15^{\circ}-18'-05''$  WEST, 67.18 FEET; THENCE NORTH  $74^{\circ}-42'-28''$  EAST, 11.14 FEET TO THE PLACE OF BEGINNING;

TOGETHER WITH THAT PART OF SAID TRACT WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 607.72 FEET U.S.G.S. DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT, THENCE NORTH  $00^{\circ}-00'-00''$  EAST ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 70.04 FEET (THE WEST LINE OF SAID TRACT ALSO BEING THE EAST LINE OF GROVE AVENUE.); THENCE NORTH  $74^{\circ}-41'-55''$  EAST, 3.41 FEET; THENCE SOUTH  $15^{\circ}-18'-05''$  EAST, 0.68 FEET; THENCE NORTH  $74^{\circ}-49'-58''$  EAST, 34.19 FEET; THENCE NORTH  $15^{\circ}-18'-05''$  WEST, 0.76 FEET; THENCE NORTH  $74^{\circ}-41'-55''$  EAST, 3.00 FEET; THENCE SOUTH  $15^{\circ}-18'-05''$  EAST, 3.35 FEET; THENCE SOUTH  $74^{\circ}-41'-55''$  WEST, 0.39 FEET; THENCE SOUTH  $15^{\circ}-18'-05''$  EAST, 64.26 FEET TO THE SOUTH LINE OF SAID TRACT (THE SOUTH LINE OF SAID TRACT ALSO BEING THE NORTH LINE OF STANLEY AVENUE); THENCE SOUTH  $74^{\circ}-45'-10''$  WEST, ALONG SAID SOUTH LINE A DISTANCE OF 58.69 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

**UNOFFICIAL COPY****EXHIBIT B****LEGAL DESCRIPTION***Legal Description of Berwyn 49 Property*

PARCEL 1:  
(CONDOMINIUM LEGAL)

UNIT NUMBERS 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, P1, P2, P3, P4, P5, P-6, P-7, P-8, P-9, P-10, P-11, P-12, P-13, P-14, P-15, P-16, P-17, P-18, P-19, P-20, P-21, P-22, P-23, P-24, P-25, P-26, P-27, P-28, P-29, P-30, P-31, P-32, P-33, P-34, P-35, P-36, P-37, P-38, P-39, P-40, P-41, P-42, P-43, P-44, P-45, 46, P-47, P-48, P-49, P-50, P-51, P-52, P-53, P-54, P-55, P-56, P-57, P-58, P-59 TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN CENTURY STATION CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED 06/03/2009 AS DOCUMENT 0915418046 AND AS AMENDED BY DOCUMENT 0918303070 SITUATED OVER THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY TAKEN AS A SINGLE TRACT OF LAND: LOTS 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 AND 37 (EXCEPT THAT PART OF LOT 37 TAKEN FOR STREET) AND THAT PART OF VACATED ALLEY LYING SOUTHEASTERLY OF LOT 37 AND NORTHWESTERLY OF LOTS 28, 29, 30, 31, 32, 33, 34, 35 AND 36 ALL IN BLOCK 3 IN BERWYN, A SUBDIVISION OF PART OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN;

EXCEPT THOSE PARTS BOUNDED AND DESCRIBED AS FOLLOWS: THAT PART WHICH LIES ABOVE AN ELEVATION OF +607.72 FEET U.S.G.S. DATUM BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT, THENCE SOUTH 89°-33'-05" EAST ALONG THE NORTH LINE OF SAID TRACT, A DISTANCE OF 61.07 FEET (THE NORTH LINE OF SAID TRACT ALSO BEING THE SOUTH LINE OF WEST 32ND ST.); THENCE SOUTH 00°-03'-29" WEST, 50.87 FEET; THENCE SOUTH 89°-39'-02" EAST, 23.96 FEET; THENCE NORTH 00°-03'-12" EAST, 50.83 FEET TO THE NORTH LINE OF SAID TRACT; THENCE SOUTH 89°-33'-05" EAST, ALONG SAID NORTH LINE OF SAID TRACT 104.12 FEET TO A POINT 70.34 FEET WEST OF THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00°-03'-27" EAST, 1.81 FEET; THENCE NORTH 89°-56'-33" EAST, 0.34 FEET; THENCE SOUTH 00°-03'-27" EAST, 11.96 FEET; THENCE SOUTH 89°-56'-33" WEST, 0.33 FEET; THENCE SOUTH 0°-03'-27" EAST, 2.65 FEET; THENCE NORTH 89°-56'-33" EAST, 0.41 FEET; THENCE SOUTH 00°-03'-27" EAST, 38.97 FEET; THENCE SOUTH 0°-18'-44" WEST, 8.83 FEET; THENCE SOUTH 75°-56'-18" WEST, 4.15 FEET; THENCE NORTH 15°-17'-32" WEST, 6.05 FEET; THENCE SOUTH 74°-42'-28" WEST, 100.94 FEET; THENCE NORTH 15°-17'-32" WEST, 0.37 FEET; THENCE SOUTH 74°-42'-28" WEST, 13.27 FEET; THENCE NORTH 15°-18'-06" WEST, 9.61 FEET; THENCE SOUTH 74°-45'-10" WEST, 49.68 FEET; THENCE NORTH 15°-14'-50" WEST, 16.11 FEET; THENCE NORTH 00°-00'-00" WEST, 60.59 FEET; THENCE NORTH 89°-33'-05" WEST, 19.00 FEET TO THE WEST LINE OF SAID TRACT (THE WEST LINE OF SAID TRACT ALSO BEING THE EAST LINE OF SOUTH GROVE AVENUE); THENCE NORTH 00°-00'-00" WEST ALONG SAID WEST LINE, 18.15 FEET TO THE PLACE OF BEGINNING

ALSO EXCEPT THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +607.72 FEET U.S.G.S. DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +622.03 FEET U.S.G.S. DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT, THENCE SOUTH 89 DEGREES 33' 05" EAST ALONG THE NORTH LINE OF SAID TRACT A DISTANCE OF 61.07 FEET (THE NORTH LINE OF SAID TRACT ALSO BEING THE SOUTH LINE OF WEST 32ND ST.); THENCE SOUTH 0 DEGREES 03' 29" WEST, 50.87 FEET; THENCE SOUTH 89 DEGREES 39' 02" EAST, 23.96 FEET; THENCE NORTH 0 DEGREES 03' 12" EAST, 50.83 FEET TO THE NORTH LINE OF SAID TRACT; THENCE SOUTH 89 DEGREES 33' 05" EAST, ALONG SAID NORTH LINE OF SAID TRACT 104.12 FEET, TO A POINT 70.34 FEET WEST OF THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 0 DEGREES 03' 27" EAST, 1.81 FEET; THENCE NORTH 89 DEGREES 56' 33" EAST, 0.34 FEET; THENCE SOUTH 0 DEGREES 03' 27" EAST, 11.96 FEET; THENCE SOUTH 89 DEGREES 56' 33" WEST, 0.33 FEET; THENCE SOUTH 0 DEGREES 03' 27" EAST, 2.65 FEET; THENCE NORTH 89 DEGREES 56' 33" EAST, 0.41 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 56' 33" EAST, 2.56 FEET; THENCE NORTH 0 DEGREES 03' 27" WEST, 0.37 FEET; THENCE NORTH 89 DEGREES 56' 33" EAST, 15.05 FEET; THENCE SOUTH 0 DEGREES 03' 27" EAST, 39.34 FEET; THENCE SOUTH 89 DEGREES 56' 33" WEST, 17.61 FEET; THENCE NORTH 0 DEGREES 03' 27" WEST, 38.97 FEET TO THE PLACE OF BEGINNING;

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ALSO EXCEPT THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +607.72 FEET U.S.G.S. DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +622.03 FEET U.S.G.S. DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT, THENCE SOUTH 89 DEGREES 33'05" EAST ALONG THE NORTH LINE OF SAID TRACT A DISTANCE OF 61.07 FEET (THE NORTH LINE OF SAID TRACT ALSO BEING THE SOUTH LINE OF WEST 32ND ST.); THENCE SOUTH 0 DEGREES 03' 29" WEST, 50.87 FEET; THENCE SOUTH 89 DEGREES 39' 02" EAST, 23.96 FEET; THENCE NORTH 0 DEGREES 03' 12" EAST, 50.83 FEET TO THE NORTH LINE OF SAID TRACT; THENCE SOUTH 89 DEGREES 33' 05" EAST, ALONG SAID NORTH LINE OF SAID TRACT 104.12 FEET, TO A POINT 70.34 FEET WEST OF THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 0 DEGREES 03' 27" EAST, 1.81 FEET; THENCE NORTH 89 DEGREES 56' 33" EAST, 0.34 FEET; THENCE SOUTH 0 DEGREES 03' 27" EAST, 11.96 FEET; THENCE SOUTH 89 DEGREES 56' 33" WEST, 0.33 FEET; THENCE SOUTH 0 DEGREES 03' 27" EAST, 2.65 FEET; THENCE NORTH 89 DEGREES 56' 33" EAST, 0.41 FEET; THENCE SOUTH 0 DEGREES 03' 27" EAST, 38.97 FEET; THENCE SOUTH 0 DEGREES 18' 44" WEST, 8.83 FEET; THENCE SOUTH 75 DEGREES 56,18" WEST, 4.13 FEET; THENCE NORTH 15 DEGREES 17' 32" WEST 6.05 FEET; THENCE SOUTH 74 DEGREES 42' 28" WEST, 27.17 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 15 DEGREES 17' 32" EAST, 19.12 FEET; THENCE SOUTH 74 DEGREES 42' 28" WEST, 49.55 FEET; THENCE NORTH 15 DEGREES 17' 32" WEST, 19.12 FEET; THENCE NORTH 74 DEGREES 42' 28" EAST, 49.55 FEET TO THE PLACE OF BEGINNING;

ALSO EXCEPT THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +607.72 FEET U.S.G.S. DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +622.03 FEET U.S.G.S. DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT, THENCE SOUTH 89 DEGREES 33' 05" EAST ALONG THE NORTH LINE OF SAID TRACT A DISTANCE OF 61.07 FEET (THE NORTH LINE OF SAID TRACT ALSO BEING THE SOUTH LINE OF WEST 32ND ST.); THENCE SOUTH 0 DEGREES 03' 29" WEST, 50.87 FEET; THENCE SOUTH 89 DEGREES 39' 02" EAST, 23.96 FEET; THENCE NORTH 0 DEGREES 03' 12" EAST, 50.83 FEET TO THE NORTH LINE OF SAID TRACT; THENCE SOUTH 89 DEGREES 33' 05" EAST, ALONG SAID NORTH LINE OF SAID TRACT 104.12 FEET, TO A POINT 70.34 FEET WEST OF THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 0 DEGREES 03' 27" EAST, 1.81 FEET; THENCE NORTH 89 DEGREES 56' 33" EAST, 0.34 FEET; THENCE SOUTH 0 DEGREES 03' 27" EAST, 11.96 FEET; THENCE SOUTH 89 DEGREES 56' 33" WEST, 0.33 FEET; THENCE SOUTH 0 DEGREES 03' 27" EAST, 2.65 FEET; THENCE NORTH 89 DEGREES 56' 33" EAST, 0.41 FEET; THENCE SOUTH 0 DEGREES 03' 27" EAST, 38.97 FEET; THENCE SOUTH 0 DEGREES 18' 44" WEST, 8.83 FEET; THENCE SOUTH 75 DEGREES 56' 18" WEST, 4.13 FEET; THENCE NORTH 15 DEGREES 17' 32" WEST, 6.05 FEET; THENCE SOUTH 74 DEGREES 42' 28" WEST, 100.94 FEET; THENCE NORTH 15 DEGREES 17' 32" WEST, 0.37 FEET; THENCE SOUTH 74 DEGREES 42' 28" WEST, 2.66 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 15 DEGREES 18' 05" EAST, 67.19 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 74 DEGREES 45' 10" WEST ALONG THE SOUTH LINE OF SAID TRACT A DISTANCE OF 10.61 FEET (THE SOUTH LINE OF SAID TRACT ALSO BEING THE NORTHERLY LINE OF STANLEY AVENUE); THENCE NORTH 15 DEGREES 18' 05" WEST, 67.18 FEET; THENCE NORTH 74 DEGREES 42' 28" EAST, 10.61 FEET TO THE PLACE OF BEGINNING;

ALSO EXCEPT THAT PART WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +607.72 FEET U.S.G.S. DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +620.31 FEET U.S.G.S. DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT, THENCE SOUTH 0 DEGREES 01' 10" WEST ALONG THE EAST LINE OF SAID TRACT A DISTANCE OF 28.36 FEET (THE EAST LINE OF SAID TRACT ALSO BEING THE WEST LINE OF OAK PARK AVENUE); THENCE NORTH 89 DEGREES 55' 36" WEST, 9.43 FEET TO A CURVE; THENCE 16.92 FEET ALONG THE ARC OF A CURVE CONVEX TO THE NORTH HAVING A RADIUS OF 9.10 FEET, THE CHORD OF SAID CURVE HAVING A BEARING OF SOUTH 87 DEGREES 29' 55" WEST AND A DISTANCE OF 14.59 FEET; THENCE NORTH 89 DEGREES 55' 36" WEST, 28.27 FEET; THENCE NORTH 0 DEGREES 03' 27" WEST, 13.47 FEET; THENCE SOUTH 89 DEGREES 56' 33" WEST, 15.05 FEET; THENCE SOUTH 0 DEGREES 03' 27" EAST, 0.37 FEET; THENCE SOUTH 89 DEGREES 56' 33" WEST, 2.97 FEET; THENCE NORTH 0 DEGREES 03' 27" WEST, 2.65 FEET; THENCE NORTH 89 DEGREES 56' 33" EAST, 0.33 FEET; THENCE NORTH 0 DEGREES 03' 27" WEST, 11.96 FEET; THENCE SOUTH 89 DEGREES 56' 33" WEST, 0.34 FEET; THENCE NORTH 0 DEGREES 03' 27" WEST, 1.81 FEET TO THE NORTH LINE OF SAID TRACT (THE NORTH LINE OF SAID TRACT ALSO BEING THE SOUTH LINE OF 32ND STREET); THENCE SOUTH 89 DEGREES 33'05" EAST ALONG THE NORTH LINE OF SAID TRACT A DISTANCE OF 70.34 FEET TO THE PLACE OF BEGINNING;

ALSO EXCEPT THAT PART WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +607.72 FEET U.S.G.S. DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +620.31 FEET U.S.G.S. DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST

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CORNER OF SAID TRACT; THENCE SOUTH 0 DEGREES 01' 10" WEST ALONG THE EAST LINE OF SAID TRACT A DISTANCE OF 39.90 FEET TO THE PLACE OF BEGINNING (THE EAST LINE OF SAID TRACT ALSO BEING THE WEST LINE OF OAK PARK AVENUE); THENCE CONTINUING SOUTH 0 DEGREES 01' 10" WEST ALONG SAID EAST LINE A DISTANCE OF 67.71 FEET TO THE SOUTH EAST CORNER OF SAID TRACT; THENCE SOUTH 74 DEGREES 45' 10" WEST ALONG THE SOUTH LINE OF SAID TRACT A DISTANCE OF 163.53 FEET (THE SOUTH LINE OF SAID TRACT ALSO BEING THE NORTH LINE OF STANLEY AVENUE); THENCE NORTH 15 DEGREES 18' 05" WEST, 67.19 FEET; THENCE NORTH 74 DEGREES 42' 28" EAST, 2.66 FEET; THENCE SOUTH 15 DEGREES 17' 32" EAST, 0.37 FEET; THENCE NORTH 74 DEGREES 42' 28" EAST, 24.22 FEET; THENCE SOUTH 15 DEGREES 17' 32" EAST, 19.12 FEET; THENCE NORTH 74 DEGREES 42' 28" EAST, 9.94 FEET; THENCE SOUTH 15 DEGREES 17' 32" EAST, 10.60 FEET; THENCE NORTH 74 DEGREES 42' 28" EAST, 12.17 FEET; THENCE NORTH 15 DEGREES 17' 32" WEST, 10.60 FEET; THENCE NORTH 74 DEGREES 42' 28" EAST, 27.44 FEET; THENCE NORTH 15 DEGREES 17' 32" WEST, 19.12 FEET; THENCE NORTH 74 DEGREES 42' 28" EAST, 27.17 FEET; THENCE SOUTH 15 DEGREES 17' 32" EAST, 6.05 FEET; THENCE NORTH 75 DEGREES 56' 18" EAST, 4.13 FEET; THENCE NORTH 90 DEGREES 00' 00" EAST, 1.67 FEET; THENCE SOUTH 0 DEGREES 03' 27" EAST, 3.67 FEET; THENCE SOUTH 90 DEGREES 00' 00" EAST, 4.30 FEET; THENCE SOUTH 0 DEGREES 03' 27" EAST, 9.47 FEET; THENCE NORTH 89 DEGREES 56' 33" EAST, 4.61 FEET; THENCE SOUTH 14 DEGREES 18' 35" EAST, 12.05 FEET; THENCE NORTH 74 DEGREES 52' 27" EAST, 3.14 FEET; THENCE SOUTH 15 DEGREES 07' 33" EAST, 2.90 FEET; THENCE NORTH 74 DEGREES 52' 27" EAST, 16.41 FEET; THENCE NORTH 0 DEGREES 05' 40" WEST, 13.49 FEET; THENCE NORTH 89 DEGREES 54' 20" EAST, 1.80 FEET; THENCE NORTH 0 DEGREES 05' 40" WEST, 9.90 FEET; THENCE SOUTH 89 DEGREES 54' 20" WEST, 1.80 FEET; THENCE NORTH 0 DEGREES 05' 40" WEST, 23.52 FEET; THENCE SOUTH 89 DEGREES 55' 36" EAST, 12.51 FEET TO A CURVE; THENCE 16.81 FEET ALONG THE ARC OF A CURVE CONVEX TO THE SOUTH HAVING A RADIUS OF 9.10 FEET, THE CHORD OF SAID CURVE HAVING A BEARING OF SOUTH 87 DEGREES 34' 02" EAST AND A DISTANCE OF 14.52 FEET; THENCE NORTH 90 DEGREES 00' 00" EAST 9.46 FEET TO THE PLACE OF BEGINNING;

ALSO EXCEPT THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +607.72 FEET U.S.G.S. DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +610.67 FEET U.S.G.S. DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT, THENCE SOUTH 0 DEGREES 01' 10" WEST ALONG THE EAST LINE OF SAID TRACT A DISTANCE OF 107.61 FEET TO THE SOUTHEAST CORNER OF SAID TRACT (THE EAST LINE OF SAID TRACT ALSO BEING THE WEST LINE OF OAK PARK AVENUE); THENCE SOUTH 74 DEGREES 45' 10" WEST ALONG THE SOUTH LINE OF SAID TRACT A DISTANCE OF 163.53 FEET (THE SOUTH LINE OF SAID TRACT ALSO BEING THE NORTH LINE OF STANLEY AVENUE); THENCE NORTH 15 DEGREES 18' 05" WEST, 67.19 FEET; THENCE NORTH 74 DEGREES 42' 28" EAST, 2.66 FEET; THENCE SOUTH 15 DEGREES 17' 32" EAST, 0.37 FEET; THENCE NORTH 74 DEGREES 42' 28" EAST, 24.22 FEET; THENCE SOUTH 15 DEGREES 17' 32" EAST, 19.12 FEET; THENCE NORTH 74 DEGREES 42' 28" EAST, 9.94 FEET; THENCE SOUTH 15 DEGREES 17' 32" EAST, 10.60 FEET; THENCE NORTH 74 DEGREES 42' 28" EAST, 12.17 FEET; THENCE NORTH 15 DEGREES 17' 32" WEST, 10.60 FEET; THENCE NORTH 74 DEGREES 42' 28" EAST, 27.44 FEET; THENCE NORTH 15 DEGREES 17' 32" WEST, 19.12 FEET; THENCE NORTH 74 DEGREES 42' 28" EAST, 27.17 FEET; THENCE SOUTH 15 DEGREES 17' 32" EAST, 6.05 FEET; THENCE NORTH 75 DEGREES 56' 18" EAST, 4.13 FEET; THENCE NORTH 90 DEGREES 00' 00" EAST, 1.67 FEET; THENCE SOUTH 0 DEGREES 03' 27" EAST, 3.67 FEET; THENCE SOUTH 90 DEGREES 00' 00" EAST, 4.30 FEET; THENCE SOUTH 0 DEGREES 03' 27" EAST, 9.47 FEET; THENCE NORTH 89 DEGREES 56' 33" EAST, 4.61 FEET; THENCE SOUTH 14 DEGREES 18' 35" EAST, 12.05 FEET; THENCE NORTH 74 DEGREES 52' 27" EAST, 3.14 FEET; THENCE SOUTH 15 DEGREES 07' 33" EAST, 2.90 FEET; THENCE NORTH 74 DEGREES 52' 27" EAST, 16.41 FEET; THENCE NORTH 0 DEGREES 05' 40" WEST, 13.49 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREES 05' 40" WEST, 9.90 FEET; THENCE NORTH 89 DEGREES 54' 20" EAST, 1.80 FEET; THENCE SOUTH 0 DEGREES 05' 40" EAST, 9.90 FEET; THENCE SOUTH 89 DEGREES 54' 20" WEST, 1.80 FEET TO THE PLACE OF BEGINNING;

ALSO EXCEPT THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +614.12 FEET U.S.G.S. DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +620.31 FEET U.S.G.S. DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT, THENCE SOUTH 0 DEGREES 01' 10" WEST ALONG THE EAST LINE OF SAID TRACT A DISTANCE OF 107.61 FEET TO THE SOUTHEAST CORNER OF SAID TRACT (THE EAST LINE OF SAID TRACT ALSO BEING THE WEST LINE OF OAK PARK AVENUE); THENCE SOUTH 74 DEGREES 45' 10" WEST ALONG THE SOUTH LINE OF SAID TRACT A DISTANCE OF 163.53 FEET (THE SOUTH LINE OF SAID TRACT ALSO BEING THE NORTH LINE OF STANLEY AVENUE); THENCE NORTH 15 DEGREES 18' 05" WEST, 67.19 FEET; THENCE NORTH 74 DEGREES 42' 28" EAST, 2.66 FEET; THENCE SOUTH 15 DEGREES 17' 32" EAST, 0.37 FEET; THENCE NORTH 74 DEGREES 42' 28" EAST, 24.22 FEET; THENCE SOUTH 15 DEGREES 17' 32" EAST, 19.12

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FEET; THENCE NORTH 74 DEGREES 42' 28" EAST, 9.94 FEET; THENCE SOUTH 15 DEGREES 17' 32" EAST, 10.60 FEET; THENCE NORTH 74 DEGREES 42' 28" EAST, 12.17 FEET; THENCE NORTH 15 DEGREES 17' 32" WEST, 10.60 FEET; THENCE NORTH 74 DEGREES 42' 28" EAST, 27.44 FEET; THENCE NORTH 15 DEGREES 17' 32" WEST, 19.12 FEET; THENCE NORTH 74 DEGREES 42' 28" EAST, 27.17 FEET; THENCE SOUTH 15 DEGREES 17' 32" EAST, 6.05 FEET; THENCE NORTH 75 DEGREES 56' 18" EAST, 4.13 FEET; THENCE NORTH 90 DEGREES 00' 00" EAST, 1.67 FEET; THENCE SOUTH 0 DEGREES 03' 27" EAST, 3.67 FEET; THENCE SOUTH 90 DEGREES 00' 00" EAST, 4.30 FEET; THENCE SOUTH 0 DEGREES 03' 27" EAST, 9.47 FEET; THENCE NORTH 89 DEGREES 56' 33" EAST, 4.61 FEET; THENCE SOUTH 14 DEGREES 18' 35" EAST, 12.05 FEET; THENCE NORTH 74 DEGREES 52' 27" EAST, 3.14 FEET; THENCE SOUTH 15 DEGREES 07' 33" EAST, 2.90 FEET; THENCE NORTH 74 DEGREES 52' 27" EAST, 16.41 FEET; THENCE NORTH 0 DEGREES 05' 40" WEST, 13.49 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREES 05' 40" WEST, 9.90 FEET; THENCE NORTH 89 DEGREES 54' 20" EAST, 1.80 FEET; THENCE SOUTH 0 DEGREES 05' 40" EAST, 9.90 FEET; THENCE SOUTH 89 DEGREES 54' 20" WEST, 1.80 FEET TO THE PLACE OF BEGINNING;

ALSO EXCEPT THAT PART WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +607.72 FEET U.S.G.S. DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT, THENCE NORTH 0°-00'-00" EAST ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 79.59 FEET (THE WEST LINE OF SAID TRACT ALSO BEING THE EAST LINE OF GROVE AVENUE.); THENCE NORTH 74 DEGREES 45' 10" EAST, 73.77 FEET; THENCE SOUTH 15 DEGREES 18' 05" EAST, 9.61 FEET; THENCE SOUTH 74 DEGREES 42' 28" WEST, 11.14 FEET; THENCE SOUTH 15 DEGREES 18' 05" EAST, 67.18 FEET TO THE SOUTH LINE OF SAID TRACT (THE SOUTH LINE OF SAID TRACT ALSO BEING THE NORTH LINE OF STANLEY STREET); THENCE SOUTH 74 DEGREES 45' 10" WEST ALONG SAID SOUTH LINE, 83.63 FEET TO THE PLACE OF BEGINNING;

ALSO EXCEPT THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +607.72 FEET U.S.G.S. DATUM BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT, THENCE NORTH 00°-00'-00" EAST, ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 79.59 FEET (THE WEST LINE OF SAID TRACT ALSO BEING THE EAST LINE OF GROVE AVENUE.) TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 00°-00'-00" EAST ALONG SAID WEST LINE 82.61 FEET; THENCE SOUTH 89°-33'-05" EAST, 19.00 FEET; THENCE SOUTH 00°-00'-00" EAST, 60.59 FEET; THENCE SOUTH 15°-14'-50" EAST, 16.11 FEET; THENCE SOUTH 74°-45'-10" WEST, 24.09 FEET TO THE PLACE OF BEGINNING;

ALSO EXCEPT THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +607.72 FEET U.S.G.S. DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 620.31 FEET U.S.G.S. DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT, THENCE NORTH 0 DEGREES 00' 00" EAST ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 79.59 FEET (THE WEST LINE OF SAID TRACT ALSO BEING THE EAST LINE OF GROVE AVENUE.); THENCE NORTH 74 DEGREES 45' 10" EAST, 73.77 FEET; THENCE SOUTH 15 DEGREES 18' 05" EAST, 9.61 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 15 DEGREES 18' 05" EAST, 67.18 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 74 DEGREES 45' 10" WEST, ALONG SAID SOUTH LINE A DISTANCE OF 11.14 FEET; THENCE NORTH 15 DEGREES 18' 05" WEST, 67.18 FEET; THENCE NORTH 74 DEGREES 42' 28" EAST, 11.14 FEET TO THE PLACE OF BEGINNING;

ALSO EXCEPT THAT PART OF SAID TRACT WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 607.72 FEET U.S.G.S. DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT, THENCE NORTH 0 DEGREES 00' 00" EAST ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 70.04 FEET (THE WEST LINE OF SAID TRACT ALSO BEING THE EAST LINE OF GROVE AVENUE.); THENCE NORTH 74 DEGREES 41' 55" EAST, 3.41 FEET; THENCE SOUTH 15 DEGREES 18' 05" EAST, 0.68 FEET; THENCE NORTH 74 DEGREES 49' 58" EAST, 34.19 FEET; THENCE NORTH 15 DEGREES 18' 05" WEST, 0.76 FEET; THENCE NORTH 74 DEGREES 41' 55" EAST, 3.00 FEET; THENCE SOUTH 15 DEGREES 18' 05" EAST, 3.35 FEET; THENCE SOUTH 74 DEGREES 41' 55" WEST, 0.39 FEET; THENCE SOUTH 15 DEGREES 18' 05" EAST, 64.26 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 74 DEGREES 45' 10" WEST, ALONG SAID SOUTH LINE A DISTANCE OF 58.69 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED 06/03/2009 AS DOCUMENT 0915418046.

PARCEL 2:

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(COMMERCIAL SPACE 1)

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY TAKEN AS A SINGLE TRACT OF LAND: LOTS 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 AND 37 (EXCEPT THAT PART OF LOT 37 TAKEN FOR STREET) AND THAT PART OF VACATED ALLEY LYING SOUTHEASTERLY OF LOT 37 AND NORTHWESTERLY OF LOTS 28, 29, 30, 31, 32, 33, 34, 35, AND 36 ALL IN BLOCK 3 IN BERWYN, A SUBDIVISION OF PART OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +607.72 FEET U.S.G.S. DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +620.31 FEET U.S.G.S. DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 0 DEGREES 01' 10" WEST ALONG THE EAST LINE OF SAID TRACT A DISTANCE OF 28.36 FEET (THE EAST LINE OF SAID TRACT ALSO BEING THE WEST LINE OF OAK PARK AVENUE); THENCE NORTH 89 DEGREES 55' 36" WEST, 9.43 FEET TO A CURVE; THENCE 16.92 FEET ALONG THE ARC OF A CURVE CONVEX TO THE NORTH HAVING A RADIUS OF 9.10 FEET, THE CHORD OF SAID CURVE HAVING A BEARING OF SOUTH 87 DEGREES 29' 55" WEST AND A DISTANCE OF 14.59 FEET; THENCE NORTH 89 DEGREES 55' 36" WEST, 28.27 FEET; THENCE NORTH 0 DEGREES 03' 27" WEST, 13.47 FEET; THENCE SOUTH 89 DEGREES 56' 33" WEST, 15.05 FEET; THENCE SOUTH 0 DEGREES 03' 27" EAST, 0.37 FEET; THENCE SOUTH 89 DEGREES 56' 33" WEST, 2.97 FEET; THENCE NORTH 0 DEGREES 03' 27" WEST, 2.65 FEET; THENCE NORTH 89 DEGREES 56' 33" EAST, 0.33 FEET; THENCE NORTH 0 DEGREES 03' 27" WEST, 11.96 FEET; THENCE SOUTH 89 DEGREES 56' 33" WEST, 0.34 FEET; THENCE NORTH 0 DEGREES 03' 27" WEST, 1.81 FEET TO THE NORTH LINE OF SAID TRACT (THE NORTH LINE OF SAID TRACT ALSO BEING THE SOUTH LINE OF 32ND STREET); THENCE SOUTH 89 DEGREES 33' 05" EAST 70.34 FEET ALONG THE NORTH LINE OF SAID TRACT TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

(COMMERCIAL SPACE 2)

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY TAKEN AS A SINGLE TRACT OF LAND: LOTS 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 AND 37 (EXCEPT THAT PART OF LOT 37 TAKEN FOR STREET) AND THAT PART OF VACATED ALLEY LYING SOUTHEASTERLY OF LOT 37 AND NORTHWESTERLY OF LOTS 28, 29, 30, 31, 32, 33, 34, 35, AND 36 ALL IN BLOCK 3 IN BERWYN, A SUBDIVISION OF PART OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +607.72 FEET U.S.G.S. DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +620.31 FEET U.S.G.S. DATUM AND IS

BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT, THENCE SOUTH 0 DEGREES 01' 10" WEST ALONG THE EAST LINE OF SAID TRACT A DISTANCE OF 39.90 FEET TO THE PLACE OF BEGINNING (THE EAST LINE OF SAID TRACT ALSO BEING THE WEST LINE OF OAK PARK AVENUE); THENCE CONTINUING SOUTH 0 DEGREES 01' 10" WEST ALONG SAID EAST LINE A DISTANCE OF 67.71 FEET TO THE SOUTH EAST CORNER OF SAID TRACT; THENCE SOUTH 74 DEGREES 45' 10" WEST ALONG THE SOUTH LINE OF SAID TRACT A DISTANCE OF 163.53 FEET (THE SOUTH LINE OF SAID TRACT ALSO BEING THE NORTH LINE OF STANLEY AVENUE); THENCE NORTH 15 DEGREES 18' 05" WEST, 67.19 FEET; THENCE NORTH 74 DEGREES 42' 28" EAST, 2.66 FEET; THENCE SOUTH 15 DEGREES 17' 32" EAST, 0.37 FEET; THENCE NORTH 74 DEGREES 42' 28" EAST, 24.22 FEET; THENCE SOUTH 15 DEGREES 17' 32" EAST, 19.12 FEET; THENCE NORTH 74 DEGREES 42' 48" EAST, 9.94 FEET; THENCE SOUTH 15 DEGREES 17' 32" EAST, 10.60 FEET; THENCE NORTH 74 DEGREES 42' 28" EAST, 12.17 FEET; THENCE NORTH 15 DEGREES 17' 32" WEST, 10.60 FEET; THENCE NORTH 74 DEGREES 42' 28" EAST, 27.44 FEET; THENCE NORTH 15 DEGREES 17' 32" WEST, 19.12 FEET; THENCE NORTH 74 DEGREES 42' 28" EAST, 27.17 FEET; THENCE SOUTH 15 DEGREES 17' 32" EAST, 6.05 FEET; THENCE NORTH 75 DEGREES 56' 18" EAST, 4.13 FEET; THENCE NORTH 90 DEGREES 00' 00" EAST, 1.67 FEET; THENCE SOUTH 0 DEGREES 03' 27" EAST, 3.67 FEET; THENCE SOUTH 90 DEGREES 00' 00" EAST, 4.30 FEET; THENCE SOUTH 0 DEGREES 03' 27" EAST, 9.47 FEET; THENCE NORTH 89 DEGREES 56' 33" EAST, 4.61 FEET; THENCE SOUTH 14 DEGREES 18' 35" EAST, 12.05 FEET; THENCE NORTH 74 DEGREES 52' 27" EAST, 3.14 FEET; THENCE SOUTH 15 DEGREES 07' 33" EAST, 2.90 FEET; THENCE NORTH 74 DEGREES 52' 27" EAST, 16.41 FEET; THENCE NORTH 0 DEGREES 05' 40" WEST, 13.49 FEET; THENCE NORTH 89 DEGREES 54' 20" EAST, 1.80 FEET; THENCE NORTH 0 DEGREES 05' 40" WEST, 9.90 FEET; THENCE SOUTH 89 DEGREES 54' 20" WEST, 1.80 FEET; THENCE NORTH 0 DEGREES 05' 40" WEST, 23.52 FEET; THENCE SOUTH 69 DEGREES 55' 36" EAST, 12.81 FEET TO A CURVE; THENCE 16.81 FEET ALONG THE ARC OF A CURVE CONVEX TO THE SOUTH HAVING A RADIUS OF 9.10 FEET, THE CHORD OF SAID CURVE HAVING A BEARING OF SOUTH 87 DEGREES 34' 02" EAST AND A DISTANCE OF 14.52 FEET; THENCE NORTH 90 DEGREES 00' 00" EAST, 9.46 FEET TO THE



Ex B  
 p. 5 of 8

# UNOFFICIAL COPY

## PLACE OF BEGINNING;

TOGETHER WITH THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +607.72 FEET U.S.G.S. DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +610.67 FEET U.S.G.S. DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT, THENCE SOUTH 0 DEGREES 01' 10" WEST ALONG THE EAST LINE OF SAID TRACT A DISTANCE OF 107.61 FEET TO THE SOUTH EAST CORNER OF SAID TRACT (THE EAST LINE OF SAID TRACT ALSO BEING THE WEST LINE OF OAK PARK AVENUE); THENCE SOUTH 74 DEGREES 45' 10" WEST ALONG THE SOUTH LINE OF SAID TRACT A DISTANCE OF 163.53 FEET (THE SOUTH LINE OF SAID TRACT ALSO BEING THE NORTH LINE OF STANLEY AVENUE); THENCE NORTH 15 DEGREES 18' 05" WEST 1 67.19 FEET; THENCE NORTH 74 DEGREES 42' 28" EAST, 2.66 FEET; THENCE SOUTH 15 DEGREES 17' 32" EAST, 0.37 FEET; THENCE NORTH 74 DEGREES 42' 28" EAST, 24.22 FEET; THENCE SOUTH 15 DEGREES 17' 32" EAST, 19.12 FEET; THENCE NORTH 74 DEGREES 42' 48" EAST, 9.94 FEET; THENCE SOUTH 15 DEGREES 17' 32" EAST, 10.60 FEET; THENCE NORTH 74 DEGREES 42' 28" EAST, 12.17 FEET; THENCE NORTH 15 DEGREES 17' 32" WEST, 10.60 FEET; THENCE NORTH 74 DEGREES 42' 28" EAST, 27.44 FEET; THENCE NORTH 15 DEGREES 17' 32" WEST, 19.12 FEET; THENCE NORTH 74 DEGREES 42' 28" EAST, 27.17 FEET; THENCE SOUTH 15 DEGREES 17' 32" EAST, 6.05 FEET; THENCE NORTH 75 DEGREES 56' 18" EAST, 4.13 FEET; THENCE NORTH 90 DEGREES 00' 00" EAST, 1.67 FEET; THENCE SOUTH 0 DEGREES 03' 27" EAST, 3.67 FEET; THENCE SOUTH 90 DEGREES 00' 00" EAST, 4.30 FEET; THENCE SOUTH 0 DEGREES 03' 27" EAST, 9.47 FEET; THENCE NORTH 89 DEGREES 56' 33" EAST, 4.61 FEET; THENCE SOUTH 14 DEGREES 18' 35" EAST, 12.05 FEET; THENCE NORTH 74 DEGREES 52' 27" EAST, 3.14 FEET; THENCE SOUTH 15 DEGREES 07' 33" EAST, 2.90 FEET; THENCE NORTH 74 DEGREES 52' 27" EAST, 16.41 FEET; THENCE NORTH 0 DEGREES 05' 40" WEST, 13.49 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREES 05' 40" WEST, 9.90 FEET; THENCE NORTH 89 DEGREES 54' 20" EAST, 1.80 FEET; THENCE SOUTH 0 DEGREES 05' 40" EAST, 9.90 FEET; THENCE SOUTH 89 DEGREES 54' 20" WEST, 1.80 FEET TO THE PLACE OF BEGINNING;

TOGETHER WITH THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +614.12 FEET U.S.G.S. DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +620.31 FEET U.S.G.S. DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT, THENCE SOUTH 0 DEGREES 01' 10" WEST ALONG THE EAST LINE OF SAID TRACT A DISTANCE OF 107.61 FEET TO THE SOUTH EAST CORNER OF SAID TRACT (THE EAST LINE OF SAID TRACT ALSO BEING THE WEST LINE OF OAK PARK AVENUE); THENCE SOUTH 74 DEGREES 45' 10" WEST ALONG THE SOUTH LINE OF SAID TRACT A DISTANCE OF 163.53 FEET (THE SOUTH LINE OF SAID TRACT ALSO BEING THE NORTH LINE OF STANLEY AVENUE); THENCE NORTH 15 DEGREES 18' 05" WEST, 67.19 FEET; THENCE NORTH 74 DEGREES 42' 28" EAST, 2.66 FEET; THENCE SOUTH 15 DEGREES 17' 32" EAST, 0.37 FEET; THENCE NORTH 74 DEGREES 42' 28" EAST, 24.22 FEET; THENCE SOUTH 15 DEGREES 17' 32" EAST, 19.12 FEET; THENCE NORTH 74 DEGREES 42' 48" EAST, 9.94 FEET; THENCE SOUTH 15 DEGREES 17' 32" EAST, 10.60 FEET; THENCE NORTH 74 DEGREES 42' 28" EAST, 12.17 FEET; THENCE NORTH 15 DEGREES 17' 32" WEST, 10.60 FEET; THENCE NORTH 74 DEGREES 42' 28" EAST, 27.44 FEET; THENCE NORTH 15 DEGREES 17' 32" WEST, 19.12 FEET; THENCE NORTH 74 DEGREES 42' 28" EAST, 27.17 FEET; THENCE SOUTH 15 DEGREES 17' 32" EAST, 6.05 FEET; THENCE NORTH 75 DEGREES 56' 18" EAST, 4.13 FEET; THENCE NORTH 90 DEGREES 00' 00" EAST, 1.67 FEET; THENCE SOUTH 0 DEGREES 03' 27" EAST, 3.67 FEET; THENCE SOUTH 90 DEGREES 00' 00" EAST, 4.30 FEET; THENCE SOUTH 0 DEGREES 03' 27" EAST, 9.47 FEET; THENCE NORTH 89 DEGREES 56' 33" EAST, 4.61 FEET; THENCE SOUTH 14 DEGREES 18' 35" EAST, 12.05 FEET; THENCE NORTH 74 DEGREES 52' 27" EAST, 3.14 FEET; THENCE SOUTH 15 DEGREES 07' 33" EAST, 2.90 FEET; THENCE NORTH 74 DEGREES 52' 27" EAST, 16.41 FEET; THENCE NORTH 0 DEGREES 05' 40" WEST, 13.49 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREES 05' 40" WEST, 9.90 FEET; THENCE NORTH 89 DEGREES 54' 20" EAST, 1.80 FEET; THENCE SOUTH 0 DEGREES 05' 40" EAST, 9.90 FEET; THENCE SOUTH 89 DEGREES 54' 20" WEST, 1.80 FEET TO THE PLACE OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

## PARCEL 4:

(PARKING LEGAL)

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY TAKEN AS A SINGLE TRACT OF LAND: LOTS 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 AND 37 (EXCEPT THAT PART OF LOT 37 TAKEN FOR STREET) AND THAT PART OF VACATED ALLEY LYING SOUTHEASTERLY OF LOT 37 AND NORTHWESTERLY OF LOTS 28, 29, 30, 31, 32, 33, 34, 35 AND 36 ALL IN BLOCK 3 IN BERWYN, A SUBDIVISION OF PART OF SECTION 31, TOWNSHIP 39 NORTH,



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RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES ABOVE AN ELEVATION OF +607.72 FEET USGS. DATUM, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT, THENCE SOUTH 89 DEGREES 33' 05" EAST ALONG THE NORTH LINE OF SAID TRACT, A DISTANCE OF 61.07 FEET (THE NORTH LINE OF SAID TRACT ALSO BEING THE SOUTH LINE OF WEST 32ND ST.); THENCE SOUTH 0 DEGREES 03' 29" WEST, 50.87 FEET; THENCE SOUTH 89 DEGREES 39' 02" EAST, 23.96 FEET; THENCE NORTH 0 DEGREES 03' 12" EAST, 50.83 FEET TO THE NORTH LINE OF SAID TRACT; THENCE SOUTH 89 DEGREES 33' 05" EAST, ALONG SAID NORTH LINE OF SAID TRACT 104.12 FEET TO A POINT 70.34 FEET WEST OF THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 0 DEGREES 03' 27" EAST, 1.81 FEET; THENCE NORTH 89 DEGREES 56' 33" EAST, 0.34 FEET; THENCE SOUTH 0 DEGREES 03' 27" EAST, 11.96 FEET; THENCE SOUTH 89 DEGREES 56' 33" WEST, 0.33 FEET; THENCE SOUTH 0 DEGREES 03' 27" EAST, 2.65 FEET; THENCE NORTH 89 DEGREES 56' 33" EAST, 0.41 FEET; THENCE SOUTH 0 DEGREES 03' 27" EAST, 38.97 FEET; THENCE SOUTH 0 DEGREES 18' 44" WEST, 8.83 FEET; THENCE SOUTH 75 DEGREES 56' 18" WEST, 4.13 FEET; THENCE NORTH 15 DEGREES 17' 32" WEST, 6.05 FEET; THENCE SOUTH 74 DEGREES 42' 28" WEST, 100.94 FEET; THENCE NORTH 15 DEGREES 17' 32" WEST, 0.37 FEET; THENCE SOUTH 74 DEGREES 42' 28" WEST, 13.27 FEET; THENCE NORTH 15 DEGREES 18' 05" WEST, 9.61 FEET; THENCE SOUTH 74 DEGREES 45' 10" WEST, 49.68 FEET; THENCE NORTH 15 DEGREES 14' 50" WEST, 16.11 FEET; THENCE NORTH 00 DEGREES 00' 00" WEST 60.59 FEET; THENCE NORTH 89 DEGREES 33' 05" WEST, 19.00 FEET TO THE WEST LINE OF SAID TRACT (THE WEST LINE OF SAID TRACT ALSO BEING THE EAST LINE OF SOUTH GROVE AVENUE); THENCE NORTH 0 DEGREES 00' 00" WEST ALONG SAID WEST LINE, 18.15 FEET TO THE PLACE OF BEGINNING;

TOGETHER WITH THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +607.72 FEET U.S.G.S. DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +622.03 FEET U.S.G.S. DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT, THENCE SOUTH 89 DEGREES 33' 05" EAST ALONG THE NORTH LINE OF SAID TRACT A DISTANCE OF 61.07 FEET (THE NORTH LINE OF SAID TRACT ALSO BEING THE SOUTH LINE OF WEST 32ND ST.); THENCE SOUTH 0 DEGREES 03' 29" WEST, 50.87 FEET; THENCE SOUTH 89 DEGREES 32' 02" EAST, 23.96 FEET; THENCE NORTH 0 DEGREES 03' 12" EAST, 50.83 FEET TO THE NORTH LINE OF SAID TRACT; THENCE SOUTH 89 DEGREES 33' 05" EAST, ALONG SAID NORTH LINE OF SAID TRACT, 104.12 FEET, TO A POINT 70.34 FEET WEST OF THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 0 DEGREES 03' 27" EAST, 1.81 FEET; THENCE NORTH 89 DEGREES 56' 33" EAST, 0.34 FEET; THENCE SOUTH 0 DEGREES 03' 27" EAST, 11.96 FEET; THENCE SOUTH 89 DEGREES 56' 33" WEST, 0.33 FEET; THENCE SOUTH 0 DEGREES 03' 27" EAST, 2.65 FEET; THENCE NORTH 89 DEGREES 56' 33" EAST, 0.41 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 56' 33" EAST, 2.56 FEET; THENCE NORTH 0 DEGREES 03' 27" WEST, 0.37 FEET; THENCE NORTH 89 DEGREES 56' 33" EAST, 15.05 FEET; THENCE SOUTH 0 DEGREES 03' 27" EAST, 39.34 FEET; THENCE SOUTH 89 DEGREES 56' 33" WEST, 17.61 FEET; THENCE NORTH 0 DEGREES 03' 27" WEST, 38.97 FEET TO THE PLACE OF BEGINNING;

TOGETHER WITH THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +607.72 FEET U.S.G.S. DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +622.03 FEET U.S.G.S. DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89 DEGREES 33' 05" EAST ALONG THE NORTH LINE OF SAID TRACT A DISTANCE OF 61.07 FEET (THE NORTH LINE OF SAID TRACT ALSO BEING THE SOUTH LINE OF WEST 32ND ST.); THENCE SOUTH 0 DEGREES 03' 29" WEST, 50.87 FEET; THENCE SOUTH 89 DEGREES 39' 02" EAST, 23.96 FEET; THENCE NORTH 0 DEGREES 03' 12" EAST, 50.83 FEET TO THE NORTH LINE OF SAID TRACT; THENCE SOUTH 89 DEGREES 33' 05" EAST, ALONG SAID NORTH LINE OF SAID TRACT, 104.12 FEET, TO A POINT 70.34 FEET WEST OF THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 0 DEGREES 03' 27" EAST, 1.81 FEET; THENCE NORTH 89 DEGREES 56' 33" EAST, 0.34 FEET; THENCE SOUTH 0 DEGREES 03' 27" EAST, 11.96 FEET; THENCE SOUTH 89 DEGREES 56' 33" WEST, 0.33 FEET; THENCE SOUTH 0 DEGREES 03' 27" EAST, 2.65 FEET; THENCE NORTH 89 DEGREES 56' 33" EAST, 0.41 FEET; THENCE SOUTH 0 DEGREES 03' 27" EAST, 38.97 FEET; THENCE SOUTH 0 DEGREES 18' 44" WEST, 8.83 FEET; THENCE SOUTH 75 DEGREES 56' 18" WEST, 4.13 FEET; THENCE NORTH 15 DEGREES 17' 32" WEST, 6.05 FEET; THENCE SOUTH 74 DEGREES 42' 28" WEST, 27.17 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 15 DEGREES 17' 32" EAST, 19.12 FEET; THENCE SOUTH 74 DEGREES 42' 28" WEST, 49.55 FEET; THENCE NORTH 15 DEGREES 17' 32" WEST, 19.12 FEET; THENCE NORTH 74 DEGREES 42' 28" EAST, 49.55 FEET TO THE PLACE OF BEGINNING;

TOGETHER WITH THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +607.72 FEET U.S.G.S. DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +622.03 FEET U.S.G.S. DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT, THENCE SOUTH 89 DEGREES 33' 05" EAST ALONG THE NORTH

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LINE OF SAID TRACT, A DISTANCE OF 61.07 FEET (THE NORTH LINE OF SAID TRACT ALSO BEING THE SOUTH LINE OF WEST 32ND ST.); THENCE SOUTH 0 DEGREES 03' 29" WEST, 50.87 FEET; THENCE SOUTH 89 DEGREES 39' 02" EAST, 23.96 FEET; THENCE NORTH 0 DEGREES 03' 12" EAST, 50.83 FEET TO THE NORTH LINE OF SAID TRACT; THENCE SOUTH 89 DEGREES 33' 05" EAST, ALONG SAID NORTH LINE OF SAID TRACT 104.12 FEET, TO A POINT 70.34 FEET WEST OF THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 0 DEGREES 03' 27" EAST, 1.81 FEET; THENCE NORTH 89 DEGREES 56' 33" EAST, 0.34 FEET; THENCE SOUTH 0 DEGREES 03' 27" EAST, 11.96 FEET; THENCE SOUTH 89 DEGREES 56' 33" WEST, 0.33 FEET; THENCE SOUTH 0 DEGREES 03' 27" EAST, 2.65 FEET; THENCE NORTH 89 DEGREES 56' 33" EAST, 0.41 FEET; THENCE SOUTH 0 DEGREES 03' 27" EAST, 38.97 FEET; THENCE SOUTH 0 DEGREES 18' 44" WEST, 8.83 FEET; THENCE SOUTH 75 DEGREES 56' 18" WEST, 4.13 FEET; THENCE NORTH 15 DEGREES 17' 32" WEST, 6.05 FEET; THENCE SOUTH 74 DEGREES 42' 28" WEST, 100.94 FEET; THENCE NORTH 15 DEGREES 17' 32" WEST, 0.37 FEET; THENCE SOUTH 74 DEGREES 42' 28" WEST, 2.66 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 15 DEGREES 18' 05" EAST, 67.19 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 74 DEGREES 45' 10" WEST ALONG THE SOUTH LINE OF SAID TRACT A DISTANCE OF 10.61 FEET (THE SOUTH LINE OF SAID TRACT ALSO BEING THE NORTHERLY LINE OF STANLEY AVENUE); THENCE NORTH 15 DEGREES 18' 05" WEST, 67.18 FEET; THENCE NORTH 74 DEGREES 42' 28" EAST, 10.61 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

E x B  
 P. 8 of 8

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## EXHIBIT C

### Legal Description of Underground Parking Area

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY TAKEN AS A SINGLE TRACT OF LAND: LOTS 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 AND 37 (EXCEPT THAT PART OF LOT 37 TAKEN FOR STREET) AND THAT PART OF VACATED ALLEY LYING SOUTHEASTERLY OF LOT 37 AND NORTHWESTERLY OF LOTS 28, 29, 30, 31, 32, 33, 34, 35 AND 36 ALL IN BLOCK 3 IN BERWYN, A SUBDIVISION OF PART OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF SAID TRACT WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 607.72 FEET U.S.G.S. DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT, THENCE NORTH 00°-00'-00" EAST ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 70.04 FEET (THE WEST LINE OF SAID TRACT ALSO BEING THE EAST LINE OF GROVE AVENUE.); THENCE NORTH 74°-41'-55" EAST, 3.41 FEET; THENCE SOUTH 15°-18'-05" EAST, 0.68 FEET; THENCE NORTH 74°-49'-58" EAST, 34.19 FEET; THENCE NORTH 15°-18'-05" WEST, 0.76 FEET; THENCE NORTH 74°-41'-55" EAST, 3.00 FEET; THENCE SOUTH 15°-18'-05" EAST, 3.35 FEET; THENCE SOUTH 74°-41'-55" WEST, 0.39 FEET; THENCE SOUTH 15°-18'-05" EAST, 64.26 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 74°-45'-10" WEST, ALONG SAID SOUTH LINE A DISTANCE OF 58.69 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

(CONDO basement (6))

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## EXHIBIT D

Depiction of Stairwell Easement Premises

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

Property of Cook County Clerk's Office

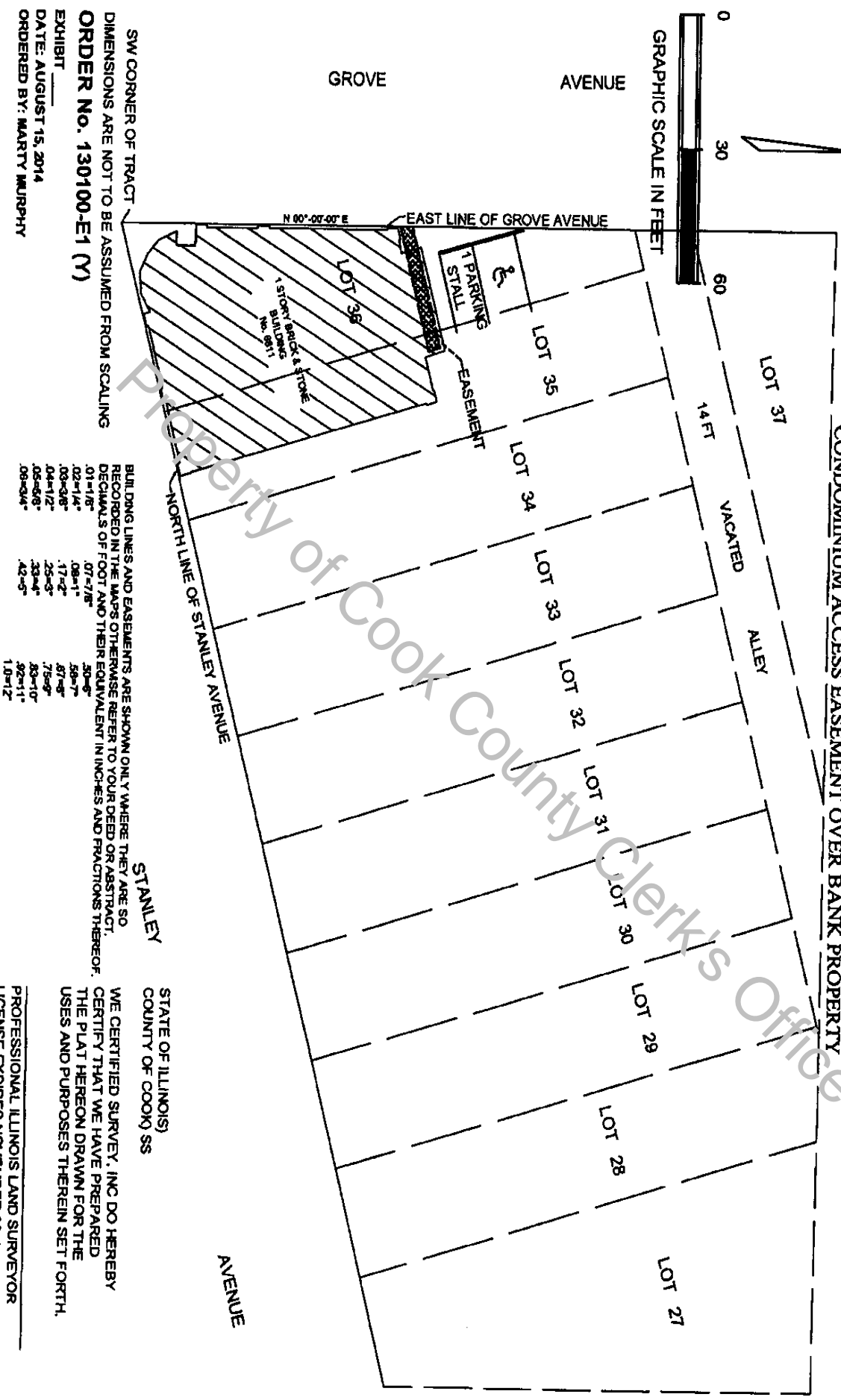
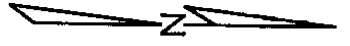
# UNOFFICIAL COPY

## CERTIFIED SURVEY, INC.

1440 Renaissance Drive, Suite 140, Park Ridge, IL 60068

Phone 847-296-6900 Fax 847-296-6906

CONDOMINIUM ACCESS EASEMENT OVER BANK PROPERTY



BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED IN THE MAPS OTHERWISE REFER TO YOUR DEED OR ABSTRACT. DECIMALS OF FOOT AND THEIR EQUIVALENT IN INCHES AND FRACTIONS THEREOF.

01=1/8"	08=1"	50=5'
02=1/4"	09=1 1/4"	59=7'
03=3/8"	10=1 1/2"	67=8'
04=1/2"	11=1 3/4"	76=9'
05=5/8"	12=2"	85=10'
06=3/4"	13=2 1/4"	92=11'
08=2/3"	14=2 1/2"	100=12'

STATE OF ILLINOIS  
COUNTY OF COOK SS

WE CERTIFIED SURVEY, INC DO HEREBY CERTIFY THAT WE HAVE PREPARED THE PLAT HEREON DRAWN FOR THE USES AND PURPOSES THEREIN SET FORTH.

PROFESSIONAL ILLINOIS LAND SURVEYOR  
LICENSE EXPIRES NOVEMBER 30, 2014

SW CORNER OF TRACT  
DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING  
ORDER No. 130100-E1 (M)  
EXHIBIT \_\_\_\_\_  
DATE: AUGUST 15, 2014  
ORDERED BY: MARTY MURPHY

# UNOFFICIAL COPY

## EXHIBIT E

### Legal Description of Portion of Bank Property

#### ATM LANE Bank Property

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY TAKEN AS A SINGLE TRACT OF LAND: LOTS 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 AND 37 (EXCEPT THAT PART OF LOT 37 TAKEN FOR STREET) AND THAT PART OF VACATED ALLEY LYING SOUTHEASTERLY OF LOT 37 AND NORTHWESTERLY OF LOTS 28, 29, 30, 31, 32, 33, 34, 35 AND 36 ALL IN BLOCK 3 IN BERWYN, A SUBDIVISION OF PART OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 607.72 FEET U.S.G.S. DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 620.31 FEET U.S.G.S. DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT, THENCE NORTH 0°-00'-00" EAST ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 79.59 FEET (THE WEST LINE OF SAID TRACT ALSO BEING THE EAST LINE OF GROVE AVENUE.); THENCE NORTH 74°-45'-10" EAST, 73.77 FEET; THENCE SOUTH 15°-18'-05" EAST, 9.61 TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 15°-18'-05" EAST, 67.18 FEET TO THE SOUTH LINE OF SAID TRACT, THENCE SOUTH 74°-45'-10" WEST, ALONG SAID SOUTH LINE A DISTANCE OF 11.14 FEET; THENCE NORTH 15°-18'-05" WEST, 67.18 FEET; THENCE NORTH 74°-42'-28" EAST, 11.14 FEET TO THE PLACE OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT E-1

### Depiction of Portion of Bank Property

**COOK COUNTY**  
**RECORDER OF DEEDS**  
**SCANNED BY \_\_\_\_\_**

**COOK COUNTY**  
**RECORDER OF DEEDS**  
**SCANNED BY \_\_\_\_\_**

**COOK COUNTY**  
**RECORDER OF DEEDS**  
**SCANNED BY \_\_\_\_\_**

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## DETAIL

