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ARTICLE 1

GRANT OF CROSS ACCESS AND ENTRY DRIVEWAY EASEMENT AND MAINTENANCE AND SHARED PARKING AGREEMENT

1.2 Grant of Access and Parking Easement by Purchaser. Subject to all matters of record affecting the Purchaser Property as of the date this instrument is recorded and in accordance with and on the terms set out herein, Purchaser hereby grants, bargains, sells and conveys to Seller, its successors and assigns, and its and their respective members, tenants, employees, agents, customers, contractors, consultants and other invitees, as applicable (collectively, "**Seller Parties**") a perpetual, irrevocable, non-exclusive parking easement for parking motor vehicles only in the thirty-three (33) designated, paved parking spaces to-be-constructed on the Purchaser Property as more particularly described on Exhibit B-1 attached hereto and incorporated herein by this reference ("**Seller Spaces**") and for vehicular and pedestrian access, entry and access, over and across the drive lanes on the Purchaser Property for purposes of utilizing such Seller Spaces for vehicular parking (collectively, the "**Purchaser Property Parking Easement**"), subject however, to all rights and privileges reserved herein to Purchaser, its successors and assigns. The Purchaser Property Parking Easement shall be used by the Seller Parties for the sole purposes of ingress and egress to and temporary parking of motor vehicles in the Seller Spaces, along with associated pedestrian use. Seller and Purchaser acknowledge that the Seller Spaces shall be assigned and allocated for the use and benefit of the Seller Property for all purposes under the Village of Wheeling zoning ordinance (the "**Zoning Ordinance**") and that such Seller Spaces shall be included and credited to Seller's use and occupancy of the Seller Property with respect to all parking calculations or parking ratios under the Zoning Ordinance ("**Seller's Zoning Rights**"). Provided Seller's Zoning Rights are not infringed and provided Seller's first and primary right to use the Seller Spaces is not adversely affected, the Seller Spaces may be used by Purchaser as overflow parking provided that Purchaser shall use reasonable efforts to utilize the other parking spaces on the Purchaser Property prior to using any of the Seller Spaces, except in the case of a Special Event in accordance with Section 1.3, below. Notwithstanding the foregoing, in the event Purchaser's use of the Seller Spaces shall infringe on Seller's Zoning Rights or shall adversely affect Seller's ability to use the Seller Spaces for Seller's use, Seller may notify Purchaser that Purchaser's right to use the Seller Spaces shall be limited to Special Events in accordance with Section 1.3, below. Except in the event of temporary interruption as a result of maintenance, repair, casualty or Force Majeure, Seller shall at all times maintain, as its primary entryway to the Seller Property, a point of access from Dundee Road located on the Seller Property. The right to park vehicles in the Seller Spaces shall be subject to the following terms and conditions: (i) normal hours of operation of activities and events; and (ii) to temporary or permanent interruption, as the case may be, as a result of condemnation, casualty, or Force Majeure (hereinafter defined). "**Force Majeure**" means fire, strikes or labor disputes which are not the result of an act or omission of either party, unusual and unforeseen delays in transportation or delivery, unavoidable casualty, flood, earthquake, civil disturbance, war, freight embargo, riot, sabotage or vandalism (other than by such party and their agents or employees), material shortage or any other similar act or condition, in each case only to the extent that the event in question is beyond the control of and without the fault or negligence of such party and its agents or employees. During the term of the Purchaser Property Parking Easement, the Purchaser Property Parking Easement and the Seller Spaces shall not be used for long term parking and any abandoned vehicles may be removed from the Purchaser Property by Purchaser.

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Purchaser shall complete the construction of the Seller Spaces at Purchaser's sole cost and expense in connection with Purchaser's overall development of the Purchaser Property. Provided, however, in the event Purchaser shall fail to complete the construction of the Seller Spaces within two (2) years of the date of this Agreement subject to extension due to Force Majeure, Seller shall have the right to construct the Seller Spaces and Purchaser shall reimburse Seller for the cost and expense incurred by Seller with respect to such construction. Purchaser shall have the right to locate, install, construct, designate, maintain, repair, replace, relocate and remove at any time and from time to time curbs, bumpers, benches, landscaping, traffic islands, curb cuts, median strips, gutters, roads, streets, sidewalks, walkways, driveways, loading zones, alleys, parking facilities and areas, no-parking area, signs, traffic control facilities, drainage systems, lighting systems, sprinkler systems, facilities relating to gas, water, storm and sanitary sewer, electric, telephone and other public and private utilities provided none of the foregoing shall materially and adversely impair Seller's permitted use of the Seller Spaces and the Purchaser Property Parking Easement; it being expressly agreed and understood that the foregoing shall be by way of example and not limitation and that the grant of the easements and rights-of-way granted hereby shall in no way affect, impede or impair Purchaser's right to utilize its portion of the Purchaser Property for any purpose not inconsistent with the other party's use of the easement area covered hereby. It is specifically understood and agreed that the rights granted hereby shall apply only with respect to those areas of the Purchaser Property which are used or designated as vehicular parking areas at any time during the term of this Agreement.

1.2 Grant of Access and Entry Driveway Easements by Seller. Subject to all matters of record affecting the Seller Property as of the date this instrument is recorded, Seller hereby grants, bargains, sells and conveys to the Purchaser, its successors and assigns, and its and their respective members, residents, tenants, employees, agents, customers, contractors, consultants and other invitees, as applicable (collectively, "**Purchaser Parties**") and for the benefit of the Purchaser Property a perpetual, irrevocable, non-exclusive access and entry easement for vehicular and pedestrian use on, over and across that portion of the shared access and entry driveway (the "**Shared Access and Entry Driveway**") more particularly described on **Exhibit C-1** attached hereto and incorporated herein by this reference (the "**Easement Tract**"). The Shared Access and Entry Driveway shall be used as a secondary access for Purchaser. Except in the event of temporary interruption as a result of maintenance, repair, casualty or Force Majeure, Purchaser shall at all times maintain, as its primary entryway to the Purchaser Property, a point of access from Dundee Road located on the Purchaser Property. Further, subject to the terms hereof and subject to all matters of record affecting the Seller Property as of the date this instrument is recorded, Seller does hereby grant a temporary, non-exclusive construction easement to the Purchaser Parties on, over and across the Shared Access and Entry Driveway, to the extent required to construct and/or install a curb-cuts along the eastern portion of the Seller Property at locations mutually agreeable to Seller and Purchaser and as shown on **Exhibit C-2** attached hereto and incorporated herein by this reference for the purpose of connecting the paved areas on the Seller Property to the paved areas on the Purchaser Property to (i) allow the Purchaser Parties' access to and from the Purchaser Property through the use of the Easement Tract and the Shared Access and Entry Driveway and (ii) allow the Seller Parties' access to the Seller Spaces and the use of the Purchaser Property Parking Easement.

1.3 Reciprocal Grant of Special Event Access and Parking Easement. Subject to (i) all matters of record affecting the Seller Property and the Purchaser Property as of the date this instrument is recorded, (ii) at least seven (7) days prior written notice from the requesting party to the other non-

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requesting, granting party (provided that in the case of a funeral being conducted at the Seller Property, Seller shall notify Purchaser in writing as soon as practicable prior to such funeral), (iii) such other non-requesting, granting party's reasonable approval, and (iv) only on a periodic basis for special events and situations relating to the respective Seller Property, on the one hand, or Purchaser Property, on the other hand (a "**Special Event**"), each of Seller and Purchaser hereby grants, bargains, sells and conveys to the other, its successors and assigns, and its and their respective members, residents, tenants, employees, agents, customers, contractors, consultants and other invitees, as applicable a temporary, non-exclusive access and entry easement on a first-come, first-served basis, for vehicular and pedestrian access, onto, over and across the respective Purchaser Property or Seller Property, as applicable (a "**Special Event Parking Easement**") for the purpose of parking motor vehicles only during a permitted Special Event on the paved parking spaces on the Purchaser Property or Seller Property, it being the intent of the parties that the Purchaser Parties could park in the Seller Spaces and in the parking areas located on the Seller Property and that the Seller Parties could park on the additional parking spaces on the Purchaser Property, as applicable. Such Special Event Parking Easement shall be subject to and used only in accordance with and on the terms set out herein, and shall be further subject however, (i) to all rights and privileges reserved herein to each of Purchaser or Seller, or their respective successors and assigns, (ii) only granted so long as such additional parking rights do not have an adverse impact on the granting party's use of its parking spaces and (iii) that, with respect to Purchaser only, shall not entail more than four (4) days per calendar month. The Special Event Parking Easement hereby granted and the use of the parking spaces on the Purchaser Property or the Seller Property, as applicable as contemplated above are without charge, cost or expense to Purchaser except as provided herein. After a Special Event Parking Easement event, the respective party requesting such Special Event Parking Easement shall be responsible for cleaning up and removing any trash or other debris remaining on the granting party's property following the use thereof and restoring said area to as good and clean condition as before such Special Event.

The owner or owners of any portion of the Purchaser Property or Seller Property affected by the Special Event Parking Easement area created hereby shall have the right to relocate and redefine such easement area on its respective property to facilitate the construction of improvements on all or a portion of such easement area, and in that regard the owners of any tracts benefited by such easement area recognize that the easement area which now exists or which may hereafter exist may be relocated and redefined to another portion of the Seller Property or Purchaser Property, respectively; provided, however, that no relocation or redefinition of easement area shall be made in a manner so as to materially and adversely impair or affect the rights of any party benefited by such easement area. The owner or owners of any portion of the Purchaser Property or Seller Property affected by the Special Event Parking Easement area created hereby shall have the right to locate, install, construct, designate, maintain, repair, replace, relocate and remove at any time and from time to time curbs, bumpers, benches, landscaping, traffic islands, curb cuts, median strips, gutters, roads, streets, sidewalks, walkways, driveways, loading zones, alleys, parking facilities and areas, no-parking area, signs, traffic control facilities, drainage systems, lighting systems, sprinkler systems, facilities relating to gas, water, storm and sanitary sewer, electric, telephone and other public and private utilities on its respective owned property; it being expressly agreed and understood that the foregoing shall be by way of example and not limitation and that the grant of the easements and rights-of-way granted hereby shall in no way affect, impede or impair an owner's right to utilize its portion of the Purchaser Property or the Seller Property, respectively for any purpose not inconsistent with the other party's use of the easement area covered hereby. It is specifically understood and agreed that the rights granted hereby shall apply only with respect to those areas of the Purchaser Property or Seller Property, respectively which are used or designated as vehicular parking areas at any time during the term of this Agreement. In addition, notwithstanding the reciprocal parking easement rights created hereinabove, each party reserves the right to, in connection with the operation of

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the respective facilities which are or will be situated on the tracts of land which comprise the Purchaser Property or Seller Property, respectively, designate specific assigned and reserved parking spaces and areas to reasonably ensure the orderly operation of the facilities located on its respective property.

1.4 Maintenance of Purchaser Property Parking Easement. Purchaser shall make commercially reasonable efforts to maintain in good condition and repair and in compliance with all laws, rules, regulations, ordinances or restrictive covenants the Purchaser Property Parking Easement so as to permit the use of such area for the purposes set forth herein and subject to the terms of this Agreement. All such Easement Maintenance (as defined below) or other repairs or replacements shall be performed by Purchaser, in a good and workmanlike manner in accordance with all applicable laws, ordinances, rules, regulations and restrictive covenants of any duly constituted governmental authority. The maintenance of the area burdened by the Purchaser Property Parking Easement shall include snow and ice removal, customary road cleaning and/or pressure washing to keep area reasonably clear of debris and trash and removing stains or spills from vehicles, maintenance of signage (including, without limitation repainting curb labels or striping such as "fire lanes") and any other maintenance necessary to be in compliance with any applicable laws or restrictive covenants, all as is reasonably consistent with local area procedures for similar commercial property (collectively, the "**Easement Maintenance**"). Each party shall be obligated to pay fifty percent (50%) of the actual, incurred reasonable cost of all ongoing Easement Maintenance and repair and replacements performed on the area burdened by Purchaser Property Parking Easement in accordance with the provisions of this Agreement. Purchaser shall submit a written invoice to Seller for Seller's portion of such costs not more frequently than quarterly but in no event less than on an annual basis and Seller shall make payment to Purchaser promptly, but in all instances no later than thirty (30) days after receipt thereof. To the extent Purchaser needs to undertake Easement Maintenance, repairs or replacement that cost in excess of \$10,000 in one instance or \$25,000 in the aggregate per year (except in the case of an emergency), Purchaser shall give at least thirty (30) days advance written notice to Seller of such required work and obtain Seller's written approval of such costs, such approval not to be unreasonably withheld. Notwithstanding anything to the contrary contained herein, in the event the Seller Parties or the Purchaser Parties damage the Purchaser Property Parking Easement due to its own negligence or willful act, then Seller, in the event of damage caused by Seller Parties, or Purchaser, in the event of damage caused by Purchaser Parties, shall be responsible for one hundred percent (100%) of the costs and expenses incurred in connection with the repair of such damage. In the event that Seller has a reasonable basis and in good faith determines that the Purchaser is not sufficiently performing its maintenance and repair obligations set forth herein with respect to the area burdened by Purchaser Property Parking Easement and any of the Seller Parties' access or use is materially impaired, Seller may send written notice to Purchaser of such material insufficiencies (including, without limitation specific details and requested actions consistent with this Agreement) and Purchaser shall have thirty (30) days to resolve such material insufficiencies (or longer if of a nature that requires a longer time period to address and so long as Purchaser is diligently pursuing same to completion) (the "**Purchaser Cure Period**"). In the event that Purchaser fails to resolve such material insufficiencies within the Purchaser Cure Period, Seller reserves the right to perform such Easement Maintenance, repairs, and replacements to the area burdened by the Purchaser Property Parking Easement in accordance with the requirements herein and receive prompt reimbursement from Purchaser upon written demand (along with copies of invoices) for fifty percent (50%) of all reasonable out of pocket costs incurred by Seller in performing the work. This Section and any payment obligations herein shall survive any termination of this Agreement. Seller and Purchaser shall endeavor to hire the same maintenance and snow removal company in order to obtain efficiencies and to promote a uniform treatment of the Purchaser Property Parking Easement and the Shared Access and Entry Driveway.

1.5 Maintenance of Shared Access and Entry Driveway. Seller shall make commercially reasonable efforts to maintain in good condition and repair and in compliance with all laws, rules, regulations, ordinances or restrictive covenants the Shared Access and Entry Driveway on the Seller Property so as to permit the use of such area for the purposes set forth herein and subject to the terms of

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this Agreement. All such Driveway Maintenance (as defined below) or other repairs or replacements shall be performed by Seller, in a good and workmanlike manner in accordance with all applicable laws, ordinances, rules, regulations and restrictive covenants of any duly constituted governmental authority. The maintenance of the Shared Access and Entry Driveway shall include snow and ice removal, customary road cleaning and/or pressure washing to keep area reasonably clear of debris and trash and removing stains or spills from vehicles, maintenance of signage (including, without limitation repainting curb labels or striping such as "fire lanes") and any other maintenance necessary to be in compliance with any applicable laws or restrictive covenants, all as is reasonably consistent with local area procedures for similar commercial property (collectively, the "**Driveway Maintenance**"). Each party shall be obligated to pay fifty percent (50%) of the actual, incurred reasonable cost of all ongoing Driveway Maintenance and repair and replacements performed on the Shared Access and Entry Driveway in accordance with the provisions of this Agreement. Seller shall submit a written invoice to Purchaser for Purchaser's portion of such costs not more frequently than quarterly but in no event less than on an annual basis and Purchaser shall make payment to Seller promptly, but in all instances no later than thirty (30) days after receipt thereof. To the extent Seller needs to undertake Driveway Maintenance, repairs or replacement that cost in excess of \$10,000 in one instance or \$25,000 in the aggregate per year (except in the case of an emergency), Seller shall give at least thirty (30) days advance written notice to Purchaser of such required work and obtain Purchaser's written approval of such costs, such approval not to be unreasonably withheld. Notwithstanding anything to the contrary contained herein, in the event that any Seller Parties or any Purchaser Parties damages the Shared Access and Entry Driveway due to its own negligence or willful act, then Seller, in the event of damage caused by Seller Parties, or Purchaser, in the event of damage caused by Purchaser Parties, shall be responsible for one hundred percent (100%) of the reasonable costs and expenses incurred in connection with the repair of such damage. In the event that Purchaser has a reasonable basis and in good faith determines that the Seller is not sufficiently performing its maintenance and repair obligations set forth herein with respect to the Shared Access and Entry Driveway and any of the Purchaser Parties' access or use is materially impaired, Purchaser may send written notice to Seller of such material insufficiencies (including, without limitation specific details and requested actions consistent with this Agreement) and Seller shall have thirty (30) days to resolve such material insufficiencies (or longer if of a nature that requires a longer time period to address and so long as Seller is diligently pursuing same to completion) (the "**Cure Period**"). In the event that Seller fails to resolve such material insufficiencies within the Cure Period, Purchaser reserves the right to perform such Driveway Maintenance, repairs, and replacements to the Shared Access and Entry Driveway in accordance with the requirements herein and receive prompt reimbursement from Seller upon written demand (along with copies of invoices) for fifty percent (50%) of all reasonable out of pocket costs incurred by Purchaser in performing the work. This Section and any payment obligations herein shall survive any termination of this Agreement. Seller and Purchaser shall endeavor to hire the same maintenance and snow removal company in order to obtain efficiencies and to promote a uniform treatment of the Purchaser Property Parking Easement and the Shared Access and Entry Driveway.

1.6 Indemnifications. Seller, and its successors and assigns, hereby agree to indemnify, defend and hold harmless the Purchaser and the Purchaser Parties from and against any loss, cost, damage and expense (including reasonable attorneys' fees and court costs) claimed, asserted, sustained or assessed against Purchaser or any of the Purchaser Parties by reason of property damage or personal injury occurring on the Purchaser Property Parking Easement, Purchaser Property, Seller's Spaces or the Shared Access and Entry Driveway to the extent resulting from the negligent or willful acts or omissions of Seller, the Seller Parties or any of their employees, agents, contractors, consultants, tenants or other invitees, including, without limitation, lien claims of architects, engineers, mechanics, and material men and any failure by Seller to perform its obligations hereunder. Purchaser, and its successors and assigns, hereby agree to indemnify, defend and hold harmless Seller, the Seller Parties from and against any loss, cost, damage and expense (including reasonable attorney's fees and court costs) claimed, asserted, sustained or assessed against Seller or the Seller Parties by reason of property damage or personal injury occurring on the Seller Property or the Shared Access and Entry Driveway to

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the extent resulting from the negligent or willful acts or omissions of Purchaser, the Purchaser Parties or any of their employees, agents, contractors, consultants, tenants or other invitees, including, without limitation, lien claims of architects, engineers, mechanics, and material men and any failure by Purchaser to perform its obligations hereunder. This provision shall survive any termination of this Agreement.

1.7 Insurance. Each party shall carry commercial general liability insurance (which insurance shall not exclude blanket, contractual liability, broad form property damage or personal injury) covering claims for bodily injury or death and property damage, which insurance shall provide coverage on an occurrence basis with a per occurrence limit of not less than \$1,000,000, which limits may be satisfied by any combination of primary and excess or umbrella per occurrence policies, and which commercial general liability insurance shall cover the Shared Access and Entry Driveway. No such policy shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to the other party and no such policy shall be reduced or modified in a manner that is inconsistent with the terms of this Agreement without the express written consent of the other party. The limits of such insurance coverage shall not limit the liability hereunder. Upon written request by either party, the other party shall deliver a certificate of insurance evidencing such coverage (and, if so requested by either party, such certificate shall list the party and its lender as additional named insured and/or loss payees) to such party within ten (10) days of such request. If such party fails to so deliver such certificate or fails to obtain such insurance coverage, the other party may (but shall not be obligated to) obtain such coverage on such party's behalf and charge the cost of such coverage to such party as provided above.

1.8 No Public Dedication. The rights and easements created or reserved hereunder shall not constitute a dedication to the public of any portion of the Properties, and the record owner of the Properties may take such steps as may from time to time be required to prevent a dedication of any portion thereof. No other party has any rights to enforce this Agreement.

1.9 Signage. Purchaser and Seller agree to work together in good faith to install signage on the Seller Property and the Purchaser Property for the purpose of providing notice and clarification as to the parking and access right granted in accordance with this Agreement.

ARTICLE 2

MISCELLANEOUS

2.1 Covenants Running With the Land. Purchaser and Seller hereby agree that the covenants and agreements set forth herein shall be binding upon and inure to the benefit of their respective successors and assigns, shall run with the land and shall be appurtenant to, for the benefit of, and shall run with title to the Seller Property and the Purchaser Property and all ongoing and future use and enjoyment thereof.

2.2 Recordation. This Agreement shall be recorded in the Official Real Property Records of Cook County, Illinois, and shall serve as notice to and shall be binding upon and inure to the benefit of, as applicable, Purchaser, Seller and the successive owners of the Purchaser Property and the Seller Property.

2.3 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed a duplicate original.

2.4 Governing Law. This Agreement shall, in all respects, be governed, construed, applied and enforced in accordance with the laws of the State of Illinois. Any provisions of this

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Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof.

2.5 Defaults. If either party defaults in the performance of any of its obligations under this Agreement, the non-defaulting party shall be entitled to all rights and remedies at law or in equity including, without limitation, injunctive relief and the remedy of specific performance.

2.6 Attorneys' Fees. Should either party employ attorneys to enforce any of the provisions of this Agreement, the prevailing party in such action shall be entitled to collect from the other party, in addition to any other amounts awarded to such prevailing party, all reasonable costs, charges and expenses, including attorneys' fees, expended or incurred in connection therewith.

2.7 Prior Agreements/Modifications. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings with respect to the matters contemplated herein. This Agreement may be amended or terminated only by an instrument in writing executed by Purchaser and Seller or their respective successors and assigns.

2.8 Duration of Easements. Except as otherwise expressly provided herein, the duration of the easements provided herein is perpetual unless terminated by mutual agreement between the owner of the Seller Property and the owner of the Purchaser Property. In the event of a termination of the easements provided herein as aforesaid, this Agreement shall terminate upon the recordation of a release or termination and be of no further force and effect; provided, however, subject to any surviving obligations as set forth herein and to the extent that, as of the date of such termination, any sums shall be owing by either party to the other as set forth herein, the obligations and rights respecting same shall survive a termination of this Agreement. This section and any applicable provisions shall survive any termination or release of this Agreement.

2.9 Reservation of Rights. Seller hereby reserves for Seller's successors and assigns (including, without limitation, any mortgagee): the right to continue to use and enjoy the surface of its property (including that portion constituting part of the Easement Tract and the Special Event Parking Easement) for its own pedestrian and vehicular ingress and egress across the Seller Property and for all other purposes that do not materially interfere with or interrupt the other party's use or enjoyment of the Easement Tract consisting of the Shared Access and Entry Driveway Easement and the Special Event Parking Easement and the for the purposes provided herein; and notwithstanding anything to the contrary contained herein, the right to temporarily interrupt Purchaser's use of the Shared Access and Entry Driveway as necessary to perform maintenance and repair obligations hereunder. Purchaser hereby reserves for Purchaser's successors and assigns (including, without limitation, any mortgagee): the right to continue to use and enjoy the surface of its property (including, but not limited to that portion constituting part of the Purchaser Property Parking Easement, the Seller Spaces and the Special Event Parking Easement) for its own pedestrian and vehicular ingress and egress across the Purchaser Property and for all other purposes that do not materially interfere with or interrupt the other party's use or enjoyment of said Purchaser Property Parking Easement, the Seller Spaces and the Special Event Parking Easement for the purposes provided herein; and notwithstanding anything to the contrary contained herein, the right to temporarily interrupt Seller's use of the Purchaser Property Parking Easement, the Seller Spaces and the Special Event Parking Easement as necessary to perform maintenance and repair obligations hereunder.

2.10 Notices. Any notice sent to the parties pursuant to this Agreement shall be in writing and sent by depositing it with the United States Postal Service or any official successor thereto, certified or registered mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party. Each notice shall be effective upon being so deposited, but the time period in which a response to any notice must be given or any action taken with respect thereto shall commence to run from the date of receipt of the notice by the addressed thereof as evidenced by the return receipt. Rejection or

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other refusal by the addressee to accept or the inability of the United States Postal Service to deliver because of a changed address of which no notice was given shall be deemed to be the receipt of the notice sent. In the event that registered or certified mail service is not being provided by the United States Postal Service or any of its successors thereto at the time in question, each notice may then be served by personal service or sent by regular mail and shall be deemed effective upon receipt. The initial address for the parties shall be as set forth below:

If to Seller: Shir Hadash Synagogue
 200 West Dundee
 Wheeling, IL 60089
 Attn: President
 Telephone: 847.498.8218
 Facsimile: 847.947.2937
 Email: President@Shir-Hadash.org

If to Purchaser: c/o The LaSalle Group, Inc.
 545 East John Carpenter Freeway, Suite 500
 Irving, Texas 75062
 Attn: David Starr, General Counsel
 Telephone: 214.845.4500
 Facsimile: 214.845.4501
 Email: legal@lasallegroup.com

Notices may also be given by personal delivery or by reputable courier or overnight delivery service (e.g. FedEx), in which case the notice shall be deemed effective upon delivery. Inability to deliver because of an incorrect address provided by a party hereto or because of refusal or rejection by the party to which is being sent shall be deemed delivered.

2.11 Encumbrances. This Agreement and the easements granted and created herein are made and accepted by the parties hereto subject to all valid and subsisting encumbrances, conditions, covenants, restrictions, reservations, exceptions, rights-of-way and easements presently of record or visible on the ground that a true and correct survey would disclose, affecting the Purchaser Property or the Seller Property, including any and all building and zoning ordinances, laws, regulations, and restrictions of any municipal and other governmental authority applicable thereto. This Agreement and the rights grants hereunder is subordinate to the lien of the security interest of Purchaser's construction lender, if any.

2.12 Enforcement. Enforcement of this Agreement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any provisions hereof, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitive or mandatory, or to obtain any other relief authorized by law. Such enforcement may be by either of the parties hereto or any owner of all or any part of the Purchaser Property or Seller Property, respectively. In addition to any other remedies and rights provided herein or at law or in equity, in the event of any violation or attempted or threatened violation by any owner of a portion of the Purchaser Property or Seller Property, respective of any obligation of such owner under this Agreement, any other owner shall be entitled to injunctive relief mandating compliance and may obtain a decree specifically enforcing the performance of such obligation. The parties hereto do hereby acknowledge and stipulate the inadequacy of legal remedies and the irreparable harm which would be caused by any such breach. Any costs and expenses

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of any proceeding seeking to enforce compliance with the terms of this Agreement, including attorneys' fees in a reasonable amount, shall be paid by the defaulting owner.

2.13 Further Assurances. The parties hereto agree to execute such other and further documents and instruments as are or may become necessary or convenient to effectuate and carry out the objectives of this Agreement.

2.14 Waiver. No failure of any party to exercise any power given to such party hereunder, or to insist upon strict compliance by any other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof shall constitute a waiver of a party's right to demand full compliance with the terms hereof.

2.15 Cumulative Remedies. All rights and remedies set forth in this Agreement are cumulative and shall be deemed to be in addition to any and all other rights and remedies which may exist at law or in equity.

2.16 Successors and Assigns. Any person or entity acquiring fee or leasehold title to any portion of the Property hereof shall be bound by this Agreement. Such person or entity shall be bound by this Agreement only during the period such person or entity is the fee or leasehold owner of such portion of the Properties, except as to obligations, liabilities, or responsibilities that accrue during this period. Notwithstanding anything to the contrary, except as to a successor owner of all or any portion of the Purchaser Property or Seller Property expressly benefited hereby, neither party's rights under this Agreement may be assigned or transferred.

2.17 Construction. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference. In the event the date on which a party is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day. If the final day of any period or date of performance hereunder falls on a Saturday, Sunday or legal holiday, then the final day shall be extended to the next business day thereafter.

[Signature Pages Follow]

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IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement as of the date first above written.

PURCHASER:

WHEELING MEMORY CARE, LLC
a Delaware limited liability company

By: LaSalle Wheeling Management, LLC,
an Illinois limited liability company,
its Managing Member

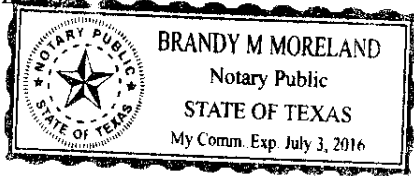
By: The LaSalle Group, Inc.,
a Texas corporation,
its sole Member

By: [Signature]
Name: Brenda Brantley
Title: Chief Financial Officer

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 9 day of Dec., 2014 by Brenda Brantley, Chief Financial Officer of The LaSalle Group, Inc., a Texas corporation, sole Member of LaSalle Wheeling Management, LLC, an Illinois limited liability company, Managing Member of Wheeling Memory Care, LLC, a Delaware limited liability company, on behalf of said corporation and limited liability companies.

(SEAL)



[Signature]
Notary Public in and for the State of Texas

Brandy Moreland
Print name of notary

My Commission Expires: July 3, 2016

UNOFFICIAL COPY

IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement as of the date first above written.

SELLER:

**SHIR HADASH RECONSTRUCTIONIST
SYNAGOGUE – CONGREGATION SHIR
HADASH**, an Illinois not-for-profit corporation

By: *Glenn A. Graft*
Name: Glenn A Graft
Title: President

By: *Sanford Schleicher*
Name: Sanford Schleicher
Title: Treasurer

STATE OF ILLINOIS §
 §
COUNTY OF Cook §

This instrument was acknowledged before me on the 9th day of December, 2014 by Glenn A. Graft President of Shir Hadash Reconstructionist Synagogue – Congregation Shir Hadash, an Illinois not-for-profit corporation, on behalf of said corporation.

(SEAL)



Kristine J. Kijowski
Notary Public in and for the State of Illinois
Kristine J. Kijowski
Print name of notary
My Commission Expires: 4/29/2018

STATE OF ILLINOIS §
 §
COUNTY OF Cook §

This instrument was acknowledged before me on the 9th day of December, 2014 by Sanford Schleicher, ~~President~~ of Shir Hadash Reconstructionist Synagogue – Congregation Shir Hadash, an Illinois not-for-profit corporation, on behalf of said corporation.

(SEAL)



Kristine J. Kijowski
Notary Public in and for the State of Illinois
Kristine J. Kijowski
Print name of notary
My Commission Expires: 4/29/2018

UNOFFICIAL COPY

CONSENT OF LENDER

The undersigned lender joins in the execution hereof to evidence its consent to the terms and conditions of this Agreement.

LENDER:

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION

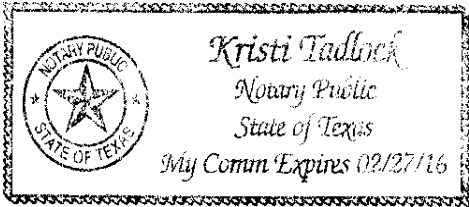
By: [Signature]
Name: Neslee G. Tieszen
Title: Senior Vice President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 10 day of December, 2014 by Jemie Nunn of Texas Capital Bank, National Association, on behalf of said bank.

(SEAL)

[Signature]
Notary Public in and for the State of TX
Kristi Tadlock
Print name of notary
My Commission Expires: 2/27/16



UNOFFICIAL COPY

EXHIBIT A

SELLER PROPERTY

THAT PART OF LOTS 1 & 2 IN CHRYSLER REALTY CORPORATION'S RESUBDIVISION OF LOT 4 IN WHEELING HEIGHTS, BEING A SUBDIVISION OF THE EAST 50.01 ACRES OF THE SKINNER FARM, IN THE SOUTHWEST QUARTER OF SECTION 2 TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 2, 1972 AS DOCUMENT NUMBER 22070178, AND THAT PART OF LOT 79 IN HOLLAND'S RESUBDIVISION, RECORDED SEPTEMBER 16, 1955 AS DOCUMENT T1621040, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 29 MINUTES 33 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 500.00 FEET TO THE NORTH LINE OF SAID RESUBDIVISION, THENCE NORTH 88 DEGREES 16 MINUTES 36 SECONDS EAST ALONG SAID NORTH LINE 445.29 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 29 DEGREES 35 MINUTES 50 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 97.33 FEET TO THE NORTHERN MOST CORNER OF SAID LOT 79; THENCE SOUTHEASTERLY 76.35 FEET ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT (ALSO BEING THE EAST LINE OF SAID LOT 79) HAVING A RADIUS OF 167.00 FEET AND WHOSE CHORD BEARS SOUTH 61 DEGREES 20 MINUTES 59 SECONDS EAST 75.68 FEET TO A POINT OF TANGENCY; THENCE SOUTH 48 DEGREES 15 MINUTES 12 SECONDS EAST ALONG SAID EAST LINE 81.30 FEET TO A POINT; THENCE SOUTH 58 DEGREES 16 MINUTES 36 SECONDS WEST 259.05 FEET; THENCE SOUTH 61 DEGREES 53 MINUTES 23 SECONDS WEST 214.02 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE SOUTH 00 DEGREES 29 MINUTES 33 SECONDS WEST ALONG LAST DESCRIBED LINE 224.44 FEET TO THE NORTH LINE OF DUNDEE ROAD; THENCE SOUTH 88 DEGREES 16 MINUTES 36 SECONDS WEST ALONG THE NORTH LINE OF DUNDEE ROAD 174.97 FEET; TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 3.644 ACRES OR 158,729 SQUARE FEET MORE OR LESS.

156 W Dundee Wheeling IL

03-02-316-034

03-02-316-033

03-02-316-020

UNOFFICIAL COPY

EXHIBIT B

PURCHASER PROPERTY

THAT PART OF LOT 2 IN CHRYSLER REALTY CORPORATION'S RESUBDIVISION OF LOT 4 IN WHEELING HEIGHTS, BEING A SUBDIVISION OF THE EAST 50.01 ACRES OF THE SKINNER FARM, IN THE SOUTHWEST QUARTER OF SECTION 2 TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 2, 1972 AS DOCUMENT NUMBER 22070178, AND THAT PART OF LOT 79 IN HOLLAND'S RESUBDIVISION, RECORDED SEPTEMBER 16, 1955 AS DOCUMENT T1621040, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 00 DEGREES 29 MINUTES 33 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 224.44 FEET; THENCE NORTH 61 DEGREES 53 MINUTES 23 SECONDS EAST 214.02 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 36 SECONDS EAST 259.05 FEET TO A POINT ON THE EAST LINE OF SAID LOT 79; THENCE SOUTH 48 DEGREES 15 MINUTES 12 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 79 A DISTANCE OF 268.18 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 68.41 FEET ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT (ALSO BEING THE EAST LINE OF SAID LOT 79) HAVING A RADIUS OF 254.94 FEET AND WHOSE CHORD BEARS SOUTH 40 DEGREES 33 MINUTES 59 SECONDS EAST 68.20 FEET TO A POINT ON THE WEST LINE OF THE PARCEL DEEDED TO THE STATE OF ILLINOIS DECEMBER 06, 2010 AS DOCUMENT NUMBER 1034046041; THENCE SOUTH 01 DEGREES 43 MINUTES 31 SECONDS EAST ALONG THE WEST LINE OF LAST DESCRIBED PARCEL 61.77 FEET TO A POINT ON THE NORTH OF LAST DESCRIBED PARCEL; THENCE SOUTH 88 DEGREES 16 MINUTES 36 SECONDS WEST ALONG THE NORTH LINE OF SAID PARCEL 45.00 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL; THENCE SOUTH 01 DEGREES 43 MINUTES 33 SECONDS EAST ALONG THE WEST LINE OF SAID PARCEL 20.00 FEET TO THE NORTH LINE OF DUNDEE ROAD; THENCE SOUTH 88 DEGREES 16 MINUTES 36 SECONDS WEST 651.86 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 4.221 ACRES OR 183871.86 SQUARE FEET MORE OR LESS.

03-02-316-034

03-002-316-033

03-02-316-020

Dundee
186 Wth Wheeling, IL

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EXHIBIT B-1

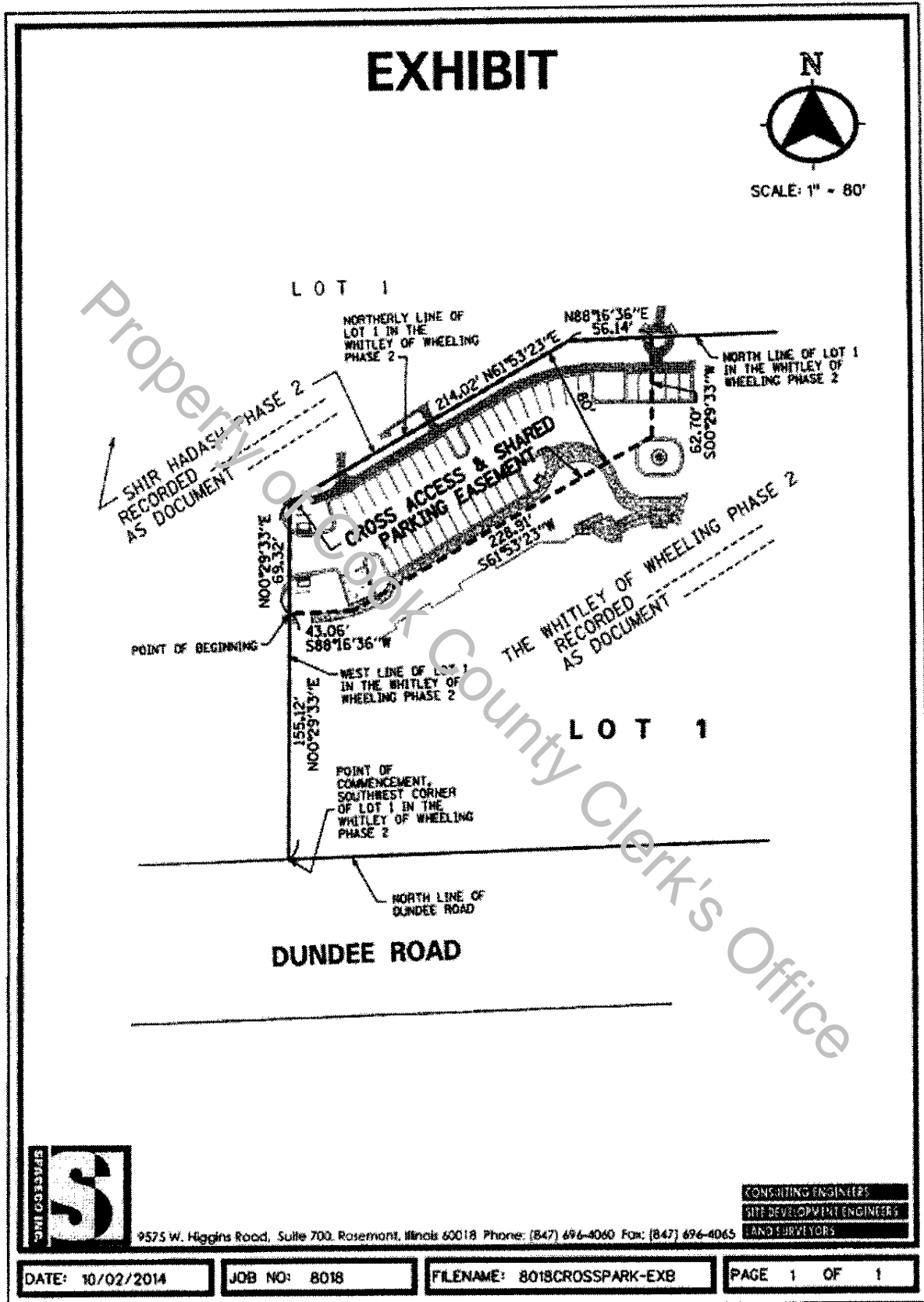
SELLER SPACES

THAT PART OF LOT 1 IN WHITLEY OF WHEELING PHASE 2 PLAT OF CONSOLIDATION, BEING A CONSOLIDATION IN THE SOUTHWEST QUARTER OF SECTION 2 TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED XXXXXXXXXXXXXXXX, XXXX AS DOCUMENT NUMBER XXXXXXXXXXXX, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 29 MINUTES 33 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 155.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 29 MINUTES 33 SECONDS EAST ALONG SAID WEST LINE 69.32 FEET; THENCE NORTH 61 DEGREES 53 MINUTES 23 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 1 A DISTANCE OF 214.02 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 36 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 56.14 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 33 SECONDS WEST PARALLEL WITH THE WEST LINE OF SAID LOT 1 A DISTANCE OF 62.70 FEET; THENCE SOUTH 61 DEGREES 53 MINUTES 23 SECONDS WEST 228.91 FEET; THENCE SOUTH 88 DEGREES 16 MINUTES 36 SECONDS WEST 43.06 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 0.481 ACRES OR 20,968 SQUARE FEET MORE OR LESS.

UNOFFICIAL COPY



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UNOFFICIAL COPY

The Legal Description of Lot 1 on the preceding page is described as follows:

THAT PART OF LOT 2 IN CHRYSLER REALTY CORPORATION'S RESUBDIVISION OF LOT 4 IN WHEELING HEIGHTS, BEING A SUBDIVISION OF THE EAST 50.01 ACRES OF THE SKINNER FARM, IN THE SOUTHWEST QUARTER OF SECTION 2 TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 2, 1972 AS DOCUMENT NUMBER 22070178, AND THAT PART OF LOT 79 IN HOLLAND'S RESUBDIVISION, RECORDED SEPTEMBER 16, 1955 AS DOCUMENT T1621040, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 00 DEGREES 29 MINUTES 33 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 2 A DISTANCE OF 224.44 FEET; THENCE NORTH 61 DEGREES 53 MINUTES 23 SECONDS EAST 214.02 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 36 SECONDS EAST 259.05 FEET TO A POINT ON THE EAST LINE OF SAID LOT 79; THENCE SOUTH 48 DEGREES 15 MINUTES 12 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 79 A DISTANCE OF 268.18 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 68.41 FEET ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT (ALSO BEING THE EAST LINE OF SAID LOT 79) HAVING A RADIUS OF 254.94 FEET AND WHOSE CHORD BEARS SOUTH 40 DEGREES 33 MINUTES 59 SECONDS EAST 68.20 FEET TO A POINT ON THE WEST LINE OF THE PARCEL DEEDED TO THE STATE OF ILLINOIS DECEMBER 06, 2010 AS DOCUMENT NUMBER 1034046041; THENCE SOUTH 01 DEGREES 43 MINUTES 31 SECONDS EAST ALONG THE WEST LINE OF LAST DESCRIBED PARCEL 61.77 FEET TO A POINT ON THE NORTH LINE OF LAST DESCRIBED PARCEL; THENCE SOUTH 88 DEGREES 16 MINUTES 36 SECONDS WEST ALONG THE NORTH LINE OF SAID PARCEL 45.00 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL; THENCE SOUTH 01 DEGREES 43 MINUTES 33 SECONDS EAST ALONG THE WEST LINE OF SAID PARCEL 20.00 FEET TO THE NORTH LINE OF DUNDEE ROAD; THENCE SOUTH 88 DEGREES 16 MINUTES 36 SECONDS WEST 651.26 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 4.221 ACRES OR 183,872 SQUARE FEET MORE OR LESS.

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EXHIBIT C-1

THE EASEMENT TRACT

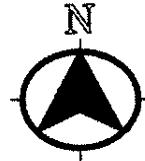
THAT PART OF LOT 1 IN SHIR HADASH PHASE 2 PLAT OF CONSOLIDATION, BEING A CONSOLIDATION IN THE SOUTHWEST QUARTER OF SECTION 2 TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED XXXXXXXXXXXXXXXXXXXX, XXXX AS DOCUMENT NUMBER XXXXXXXXXXXXXX, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 88 DEGREES 16 MINUTES 36 SECONDS WEST ALONG THE NORTH LINE OF DUNDEE ROAD 35.03 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 33 SECONDS EAST PARALLEL WITH THE EAST LINE OF SAID LOT 1 A DISTANCE OF 13.97 FEET; THENCE NORTH 09 DEGREES 16 MINUTES 03 SECONDS EAST 72.11 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 33 SECONDS EAST PARALLEL WITH THE EAST LINE OF SAID LOT 1 A DISTANCE OF 139.63 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 36 SECONDS EAST 24.02 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE SOUTH 00 DEGREES 29 MINUTES 33 SECONDS WEST ALONG SAID EAST LINE 224.44 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

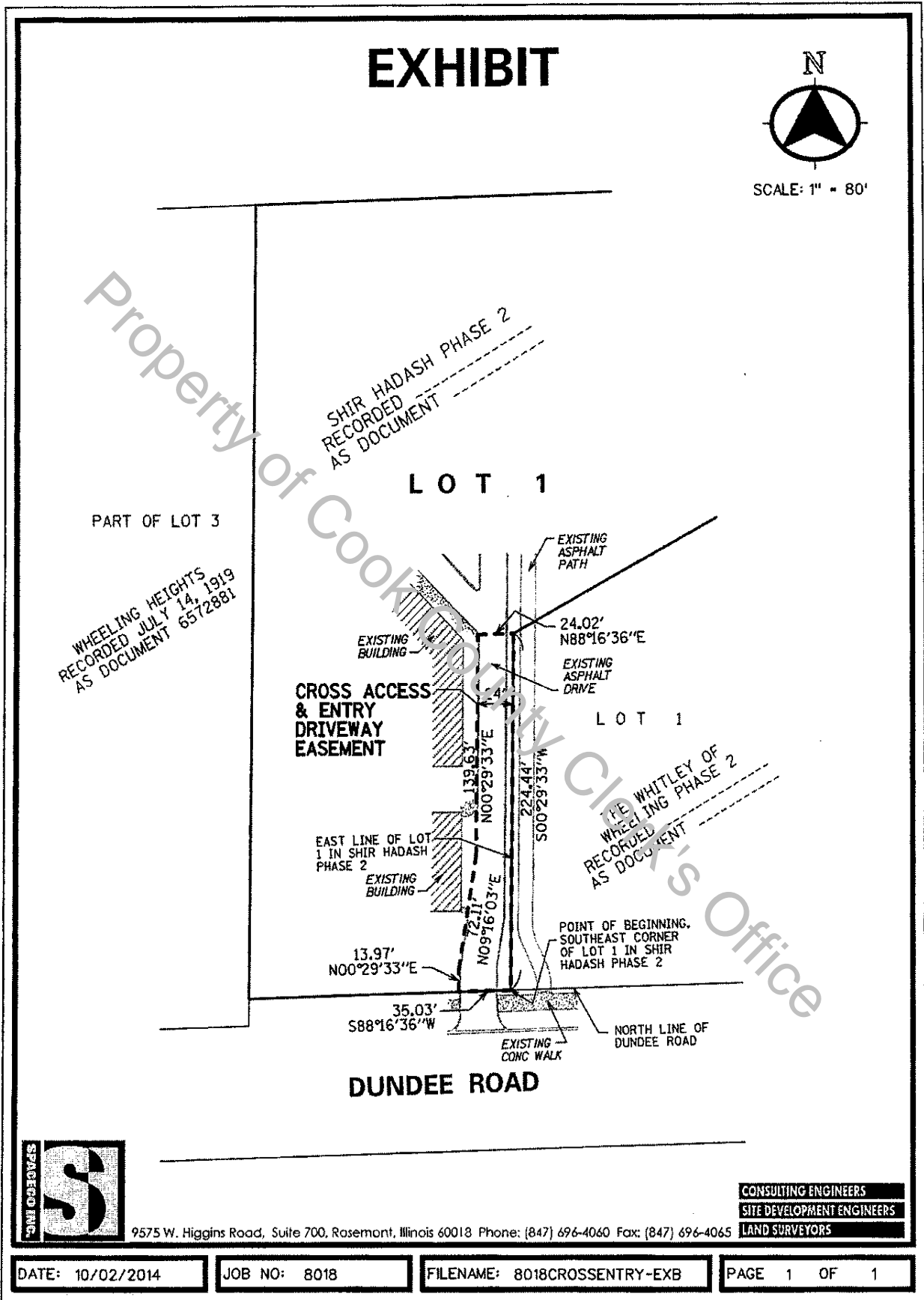
CONTAINING 0.136 ACRES OR 5,930 SQUARE FEET MORE OR LESS.

UNOFFICIAL COPY

EXHIBIT



SCALE: 1" = 80'



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: 10/02/2014	JOB NO: 8018	FILENAME: 8018CROSSENTRY-EXB	PAGE 1 OF 1
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The Legal Description of Lot 1 on the preceding page is described as follows:

THAT PART OF LOTS 1 & 2 IN CHRYSLER REALTY CORPORATION'S RESUBDIVISION OF LOT 4 IN WHEELING HEIGHTS, BEING A SUBDIVISION OF THE EAST 50.01 ACRES OF THE SKINNER FARM, IN THE SOUTHWEST QUARTER OF SECTION 2 TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 2, 1972 AS DOCUMENT NUMBER 22070178, AND THAT PART OF LOT 79 IN HOLLAND'S RESUBDIVISION, RECORDED SEPTEMBER 16, 1955 AS DOCUMENT T1621040, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 29 MINUTES 33 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 500.00 FEET TO THE NORTH LINE OF SAID RESUBDIVISION; THENCE NORTH 88 DEGREES 16 MINUTES 36 SECONDS EAST ALONG SAID NORTH LINE 445.29 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 29 DEGREES 35 MINUTES 50 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 97.33 FEET TO THE NORTHERN MOST CORNER OF SAID LOT 79; THENCE SOUTHEASTERLY 76.35 FEET ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT (ALSO BEING THE EAST LINE OF SAID LOT 79) HAVING A RADIUS OF 167.00 FEET AND WHOSE CHORD BEARS SOUTH 61 DEGREES 20 MINUTES 59 SECONDS EAST 75.68 FEET TO A POINT OF TANGENCY; THENCE SOUTH 48 DEGREES 15 MINUTES 12 SECONDS EAST ALONG SAID EAST LINE 81.30 FEET TO A POINT; THENCE SOUTH 88 DEGREES 16 MINUTES 36 SECONDS WEST 259.05 FEET; THENCE SOUTH 61 DEGREES 53 MINUTES 23 SECONDS WEST 214.02 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE SOUTH 00 DEGREES 29 MINUTES 33 SECONDS WEST ALONG LAST DESCRIBED LINE 224.44 FEET TO THE NORTH LINE OF DUNDEE ROAD; THENCE SOUTH 88 DEGREES 16 MINUTES 36 SECONDS WEST ALONG THE NORTH LINE OF DUNDEE ROAD 174.97 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

