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AFTER RECORDING
RETURN TO:

Doc#: 1500922025 Fee: \$90.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 01/09/2015 09:18 AM Pg: 1 of 27

✓ Wheeling Memory Care, LLC
c/o The LaSalle Group, Inc.
545 E. John Carpenter Freeway, Suite 500
Irving, Texas 75062
Attention: David Starr

ACCESS EASEMENT AND CONSTRUCTION AND MAINTENANCE AGREEMENT FOR THE COMMUNITY GARDEN

201500687 16081182

STATE OF ILLINOIS §
 §
COUNTY OF COOK §

THIS ACCESS EASEMENT AND CONSTRUCTION AND MAINTENANCE AGREEMENT FOR THE COMMUNITY GARDEN (this "Agreement") is entered into this 11th day of December, 2014, by and between SHIR HADASH RECONSTRUCTIONIST SYNAGOGUE – CONGREGATION SHIR HADASH, an Illinois not-for-profit corporation ("Seller"), and WHEELING MEMORY CARE, LLC, a Delaware limited liability company ("Purchaser").

RECITALS

A. Seller is the owner in fee simple of that certain real property located in Wheeling, Cook County, Illinois, as more particularly described on Exhibit A attached hereto and incorporated herein for all purposes (the "Seller Property").

B. Pursuant to that certain Real Estate Purchase and Sale Agreement dated July 15, 2014, by and between Seller and The LaSalle Group, Inc., a Texas corporation ("Original Buyer") (as amended and as assigned by Original Purchaser to Purchaser, collectively the "Purchase and Sale Agreement"), Purchaser is the owner in fee simple of that certain real property adjacent to the Seller Property and located in Wheeling, Cook County, Illinois, as more particularly described on Exhibit B attached hereto and incorporated herein for all purposes (the "Purchaser Property"). The Seller Property and the Purchaser Property shall sometimes be collectively referred to herein as the "Properties".

C. In connection with the development of the Properties, the parties desire to enter into this Agreement whereby the Purchaser will be granted certain temporary construction easement rights across the Seller Property in connection with the construction of certain site improvements for the Properties which may include, among other improvements, paved walkways, bike paths, leveled grass-covered areas, a community garden area, a cleared and improved area along the riverbank, a fire pit, improved turf and any other site work as required and permitted by the Village of Wheeling, Illinois, said improvements (the "Improvements") to be made in accordance with, and subject to, a landscape plan mutually approved by Seller and

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Purchaser and substantially in the form attached hereto as Exhibit C and incorporated herein for all purposes (the "Landscape Plan"); provided, however, that the total costs for the Improvements under the Landscape Plan located on the Seller Property (excluding the costs associated with the installation and construction of any bike paths) shall not exceed Fifty Thousand Dollars and No/100 (\$50,000.00).

D. Further, in connection with the development of the Properties, the parties desire to enter into this Agreement for the purpose of creating certain cross access easements over certain areas of the Properties more particularly defined herein for the purpose of establishing and defining the parties' rights with respect to access for the enjoyment of and obligations for installation of, maintenance of and costs of the Improvements as more particularly set forth herein.

E. In connection with the development of the Properties, Seller and Purchaser have agreed to enter into this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree as follows:

ARTICLE I

GRANT OF TEMPORARY CONSTRUCTION EASEMENT, ACCESS EASEMENTS AND MAINTENANCE AGREEMENT

1.1 Grant of Temporary Construction Easement and Installation of the Improvements. Purchaser, at Purchaser's sole cost and expense, shall be responsible for the construction and installation of the Improvements substantially made in accordance with, and subject to, the Landscape Plan and the overall development of the Purchaser Property (the "Installation"). During the construction of the assisted care facility on the Purchaser Property and until the completion of the Installation, Seller hereby grants, bargains, sells and conveys to Purchaser and Purchaser's employees, contractors, consultants, architects, landscapers, engineers and agents the following, temporary, non-exclusive easements: (i) a work area easement on, over and across the Seller Property for the Installation and other construction activities reasonably necessary for Purchaser's overall development of the memory care facility on the Purchaser Property, the location of which is depicted on Exhibit D attached hereto and incorporated herein by this reference (the "Work Area"), and (ii) an ingress and egress easement across the Seller Property as reasonably necessary for the Installation ((i) and (ii), collectively, the "Temporary Construction Easements"). During the term of the Temporary Construction Easement and Purchaser's entry onto the Seller Property, Seller shall make commercially reasonable efforts to minimize any disruption to Purchaser's Installation, the Work Area or Purchaser's construction on the Purchaser Property. The Temporary Construction Easements shall automatically terminate upon the later of (i) a certificate of occupancy by the applicable government authority for Purchaser's assisted care facility on the Purchaser Property or (ii) the completion of the Installation on the Seller Property and Purchaser Property. Once the Installation is complete, the entire area on the Seller Property and the Purchaser Property depicted on Exhibit E attached

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hereto and incorporated herein by reference, shall be referred to as the “**Community Garden**”. In the event the Purchaser shall fail to complete the construction of the Improvements to be located on the Seller Property within two (2) years of the date of this Agreement subject to extension due to Force Majeure Events (defined below), Seller shall have the right to construct such Improvements and Purchaser shall reimburse Seller for the third-party, out of pocket cost and expense incurred by Seller with respect to such construction. As used herein, “**Force Majeure Events**” means any one of the following events or circumstances: 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.

1.2 Access Easement to Community Garden from 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 unto Purchaser, its successors and assigns (i) a perpetual, irrevocable, non-exclusive and unobstructed access and entry easement (the “**Community Garden Seller Easement**”) over and across, with rights of ingress and egress on and over that certain area of the Seller Property more particularly depicted and described on *Exhibit F* attached hereto and incorporated herein for all purposes (the “**Community Garden Seller Parcel**”) for the sole purpose of the Purchaser’s, its successors’ and assigns’, and its and their respective members’, tenants’, residents’, guests’, customers’, invitees’, employees’, agents’, contractors’, landscapers’, engineers’, architects’ and consultants’ (collectively, “**Purchaser Parties**”) enjoyment and use of the Community Garden. Notwithstanding the foregoing, the Purchaser Parties shall have the right to use or occupy the Community Garden Seller Parcel for any formal scheduled events or gatherings such as parties, concerts, religious services or community meetings subject to at least (a) seven (7) days prior written notice from Purchaser to Seller, (b) Seller’s reasonable approval, and (c) only on a periodic basis for such events and gatherings. Purchaser Parties shall bear any cost for clean up or repairs associated with such use.

1.3 Maintenance of Community Garden Seller Parcel. Seller agrees to bear all costs related to Community Garden Seller Parcel and to maintain said parcel of in a safe condition and in compliance with all applicable laws, orders, statutes, ordinances, restrictions, covenants, rules and regulations of all authorities having jurisdiction over the Community Garden Seller Parcel (the “**Seller Maintenance Obligation**”). Seller and Purchaser shall endeavor to hire the same landscaping company in order to obtain efficiencies and to promote a uniform treatment of the Community Garden Seller Parcel and the Community Garden Purchaser Parcel.

The parties hereto agree that (i) after the payment of Fifteen Thousand Dollars and No/100 (\$15,000.00) at the closing of the transaction contemplated by the Purchase and Sale Agreement, which such amount was negotiated and intended to satisfy any and all of Purchaser’s obligations and responsibilities for any of the Seller Maintenance Obligation, future landscaping and/or maintenance costs for the Community Garden Seller Parcel, and (ii) after the initial Installation by Purchaser, Purchaser shall have no obligation or duty with respect to the Seller Maintenance Obligation or any other future maintenance, upkeep, landscaping or repair of the

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Community Garden Seller Parcel. This Section and any payment obligations herein shall survive any termination of this Agreement.

1.4 Access Easement to Community Garden from Purchaser. Subject to all matters of record affecting the Purchaser Property as of the date this instrument is recorded, Purchaser hereby grants, bargains, sells and conveys unto Seller, its successors and assigns (i) a perpetual, irrevocable, non-exclusive and unobstructed access and entry easement (the "**Community Garden Purchaser Easement**") over and across, with rights of ingress and egress on and over that certain area of the Purchaser Property more particularly depicted and described on **Exhibit G** attached hereto and incorporated herein for all purposes (the "**Community Garden Purchaser Parcel**") for the sole purpose of the Seller's, its successors' and assigns', and its and their respective members', tenants', residents', guests', customers', invitees', employees', agents', contractors', landscapers', engineers', architects' and consultants' (collectively, "**Seller Parties**") enjoyment and use of the Community Garden. Additionally, the Seller Parties shall have the right to use or occupy the Community Garden Purchaser Parcel for any formal scheduled events or gatherings such as parties, concerts, religious services or community meetings. Seller Parties shall bear any cost for clean up or repairs associated with such use.

1.5 Maintenance of Community Garden Purchaser Parcel. Purchaser agrees to bear all costs related to Community Garden Purchaser Parcel and to maintain said parcel of in compliance with all applicable laws, orders, statutes, ordinances, restrictions, covenants, rules and regulations of all authorities having jurisdiction over the Community Garden Purchaser Parcel. Seller and Purchaser shall endeavor to hire the same landscaping company in order to obtain efficiencies and to promote a uniform treatment of the Community Garden Seller Parcel and the Community Garden Purchaser Parcel.

1.6 Indemnifications and Liens. Each party hereby shall protect, defend, indemnify and hold the other party harmless from and against any and all damages, liability, actions, claims, causes of action, suits, judgments, liens and expenses (including, but not limited to, reasonable attorneys' fees and court costs actually incurred) claimed, asserted, sustained or assessed to the extent arising from or related to the exercise of any rights or the discharge of any obligations by or on behalf of such party or to the extent resulting from the negligent or willful acts or omissions to act of such party or any of its employees, agents, contractors, consultants, tenants, residents, members or other invitees, including, without limitation, lien claims of architects, engineers, mechanics and material men and any failure of such party to perform its obligations hereunder; provided, however, that the other party shall not be indemnified to the extent of its own negligence or willful acts of omissions of misconduct. Without limiting any of the foregoing, the parties hereto further agree that in the event that any of the Purchaser Property or the Seller Property shall become subject to any such lien as a result of such act or failure to act, said causing party shall promptly cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to the lien, or posting such bond or other security as may be required by law to obtain such release and discharge, or if there is no such law, then to obtain a surety bond or establish an escrow account in favor of the other party, in an amount not less than One Hundred Twenty-Five percent (125%) of the amount claimed in such lien. Notwithstanding anything to the contrary contained herein, if either party (or any of their respective employees, contractors, customers, tenants, residents, members, consultants, architects, engineers, landscapers, agent and/or other invitees) damages either of the Properties (including, but not limited to the improvements located thereon) by their own negligence or

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willful act, then such party shall promptly repair the damage at its own cost and expense, in accordance with all laws and in otherwise a good and workmanlike manner. This provisions of this section and indemnifications contained herein 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 Community Garden. 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 Payment of Taxes. Seller shall pay all real property taxes and assessments on or against the Seller Property, including but not limited to any on or against the Community Garden Seller Parcel, and Purchaser shall pay all real property taxes and assessments on or against the Purchaser Parcel.

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.

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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 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 (i) terminated by mutual agreement between the owner of the Seller Property and the owner of the Purchaser Property, (ii) if the Community Garden is no longer useable by reason of a taking by eminent domain or casualty, or (iii) the Purchaser Property ceases to be used and occupied as an elderly residential development, an assisted living facility or a memory care facility (in which case the parties shall work diligently to provide a recordable release of this Agreement). 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. Each party reserves for such party'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 Community Garden) for all purposes that do not materially interfere with or interrupt the other party's use or enjoyment of the Community Garden and the Temporary Construction Easements and the for the purposes provided herein; and notwithstanding anything to the contrary contained herein, the right to temporarily interrupt the other party's use of the Community Garden as reasonably necessary to perform maintenance and repair obligations hereunder.

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2.10 Restoration. In the event that any work performed pursuant to the provisions of this Agreement causes any physical damage or destruction to the Properties, the party performing such work shall promptly restore, at such party's sole cost and expense, the affected property to at least as good a condition as existed prior to the commencement of such work.

2.11 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 addressee thereof as evidenced by the return receipt. Rejection or 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: Shih Hadash Synagogue
200 West Dundee
Wheeling, IL 60089
Attn: President
Telephone: 847.498.8218
Facsimile: 847.947.2937
Email: President@Shih-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.

2.12 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

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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.

2.13 Condemnation. In the event of an eminent domain taking of all or any portion of the Community Garden Seller Parcel, the eminent domain award made with respect to such property shall belong solely to the record owner thereof, its successors and assigns. Notwithstanding the foregoing, either party may assert a claim for damages to their respective Property (even though no portion thereof is taken) by reason of eminent domain taking of the any portion of the Community Garden Seller Parcel encumbered by the easements created and granted by this Agreement, to the extent such damages may be awarded or paid by the taking authority in recognition of the reduced access, loss of business, enjoyment, value or similar consequences. The term "*eminent domain taking*" includes a voluntary conveyance made under threat of or in anticipation of an involuntary eminent domain taking.

2.14 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 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.

2.15 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.

2.16 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.

2.17 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.

2.18 Time is of the Essence. Time is of the essence of this Agreement.

2.19 No Joint Venture. Nothing contained in this Agreement shall constitute any of the parties hereto as a joint venture, partner or agent of any other party hereto, or render any party hereto liable for any debts, obligations, acts, omissions or representations of any other party hereto, other than for each party's own debts, obligations, acts, omissions and representations.

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2.20 Successors and Assigns. Any person or entity acquiring fee or leasehold title to any portion of the Property thereof 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.

2.21 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. The recitals contained in this Agreement are true and correct in all respects and are hereby incorporated herein as specific agreements herein by this reference for all purposes. 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

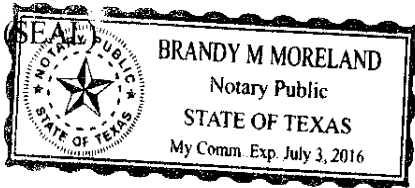
By: LaSalle Wheeling Management, LLC,
an Illinois limited liability company,
its Managing Member

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.



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

Brandy Moreland
Print name of notary

My Commission Expires: July 3, 2016

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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. Graff
Name: Glenn A. Graff
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. Graff President of Shir Hadash Reconstructionist Synagogue – Congregation Shir Hadash, an Illinois not-for-profit corporation, on behalf of said corporation.

(SEAL)



Mustina 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)



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

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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: Leslie J. Tieszen
Title: Senior Vice President

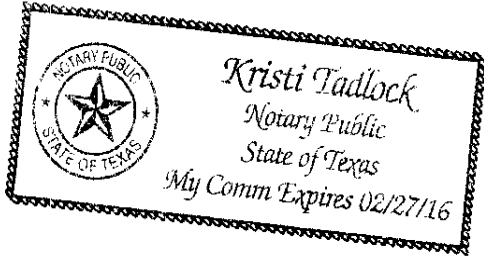
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 10 day of December, 2014 by Leslie J. Tieszen SVP 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



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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 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.

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

156 W Dundee Rd Wheeling

03-02-316-034

03 02 316 033

03 02 316 020

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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.

03-02-310-031

03-02-310-033

03-02-310-020

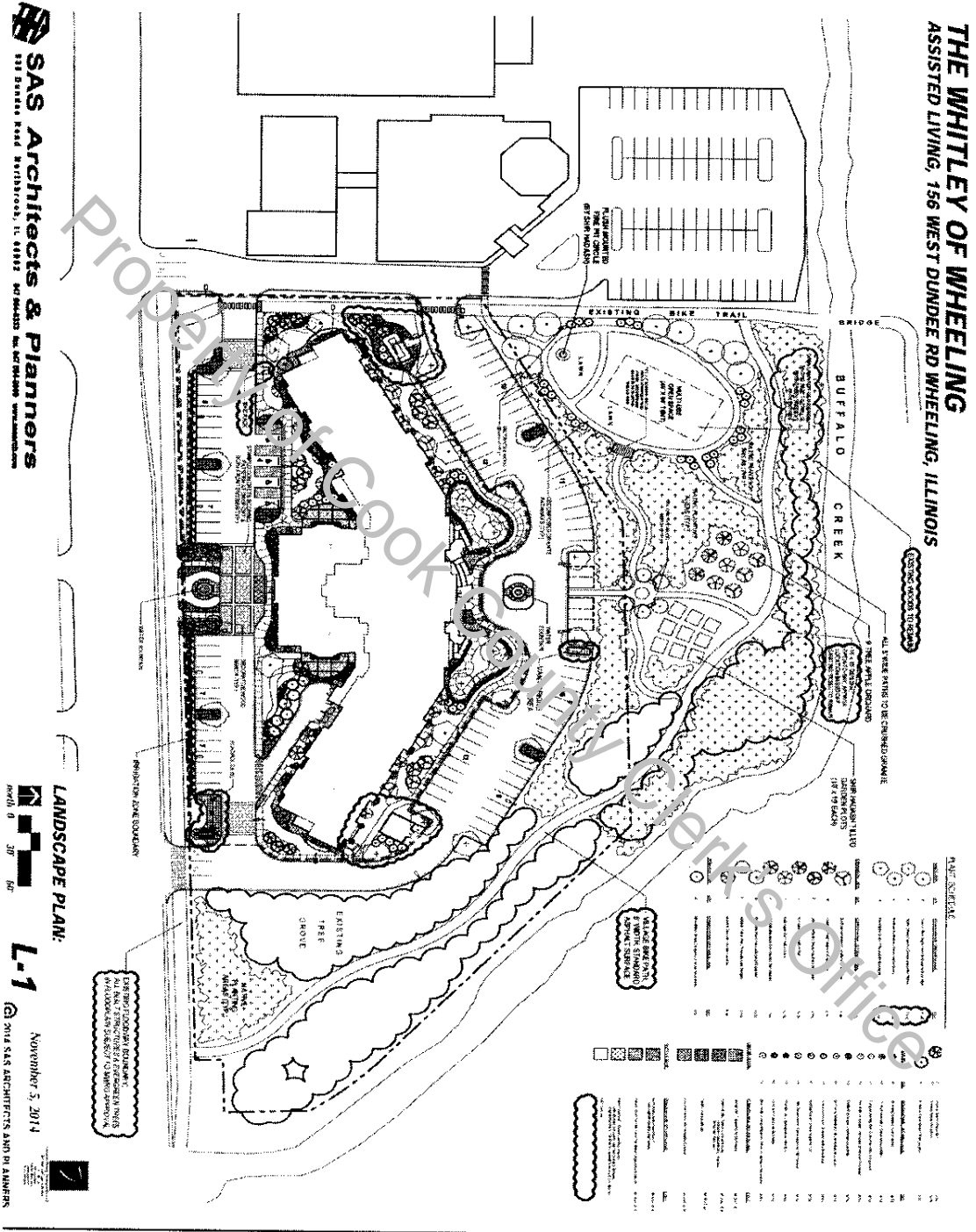
156 W Dundee

Wheeling, IL

UNOFFICIAL COPY

EXHIBIT C

LANDSCAPE PLAN INCLUDING IMPROVEMENTS



UNOFFICIAL COPY

EXHIBIT D

WORK AREA FOR TEMPORARY CONSTRUCTION EASEMENTS

LOT 1 (EXCEPT THE WEST 174.84 FEET) 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, IN COOK COUNTY, ILLINOIS.

CONTAINING 1.637 ACRES OR 71,308 SQUARE FEET MORE OR LESS.

UNOFFICIAL COPY

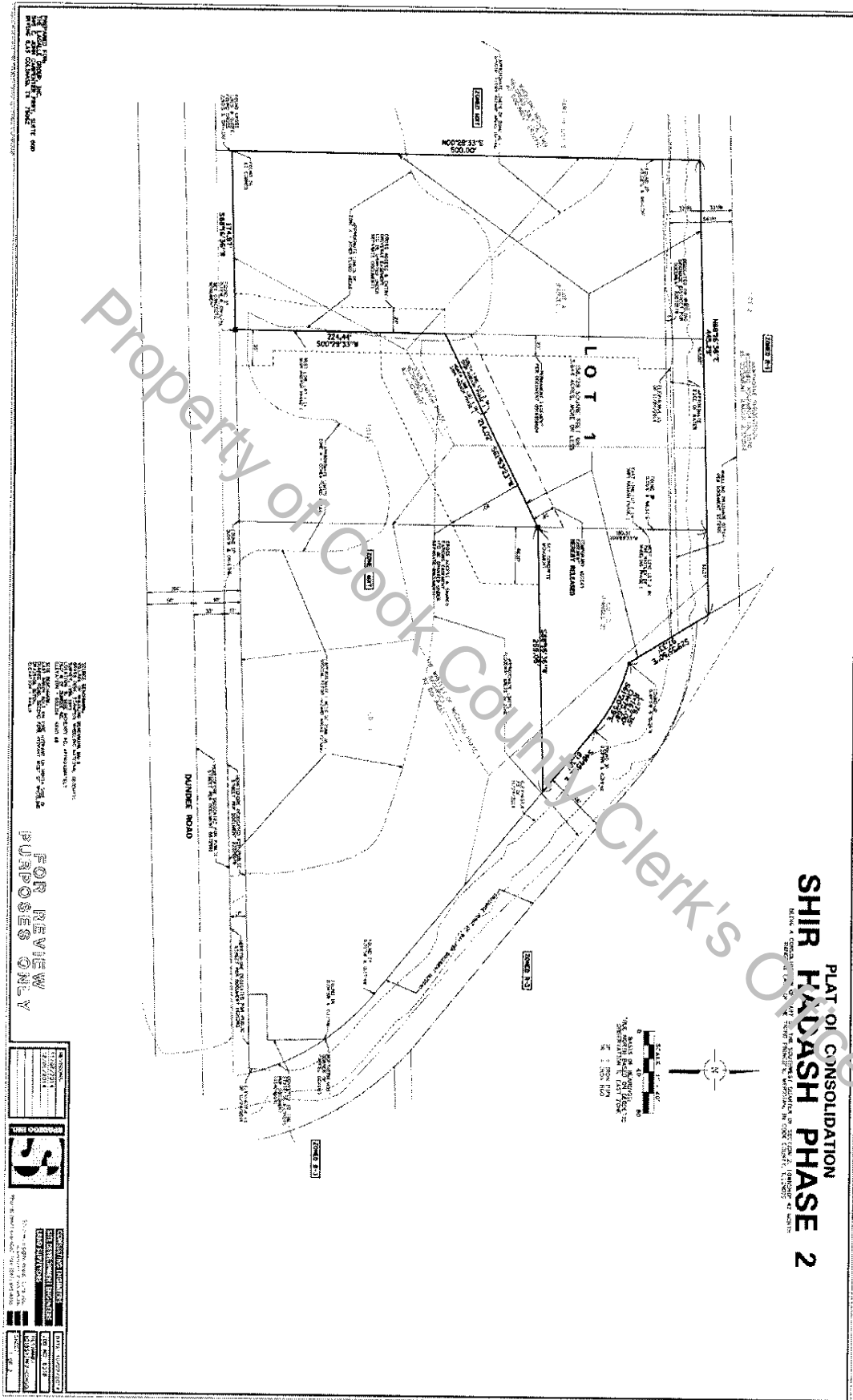


EXHIBIT D TO ACCESS EASEMENT AND CONSTRUCTION AND MAINTENANCE AGREEMENT FOR THE COMMUNITY GARDEN
200 W. DUNDEE ROAD, WHEELING, ILLINOIS
DAL:907032.3

UNOFFICIAL COPY

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.

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EXHIBIT E

COMMUNITY GARDEN AREA

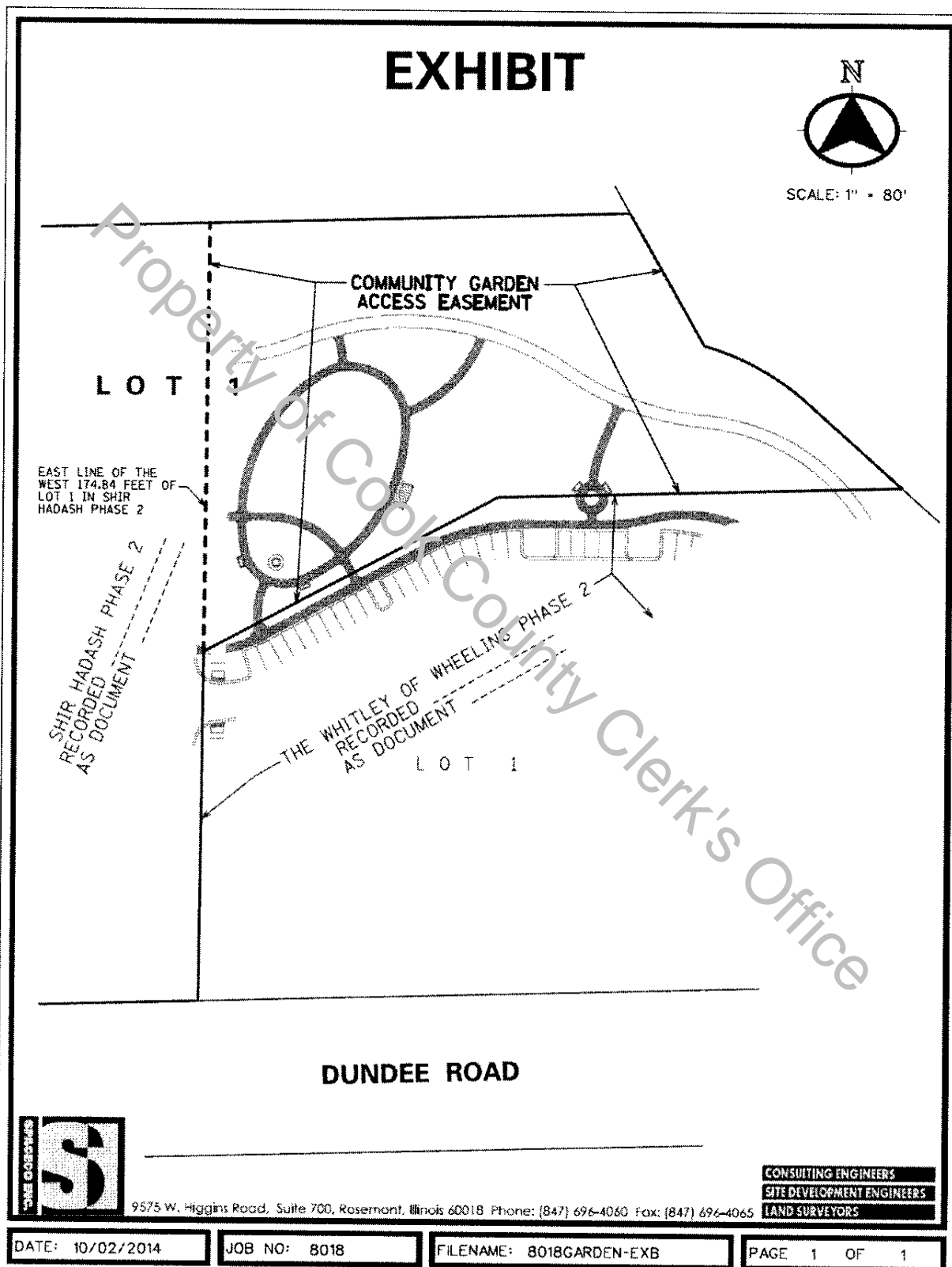
The land described in Exhibits F and G below.



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EXHIBIT F

COMMUNITY GARDEN SELLER PARCEL



UNOFFICIAL COPY

LOT 1 (EXCEPT THE WEST 174.84 FEET) 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, IN COOK COUNTY, ILLINOIS.

CONTAINING 1.637 ACRES OR 71,308 SQUARE FEET MORE OR LESS.

Property of Cook County Clerk's Office

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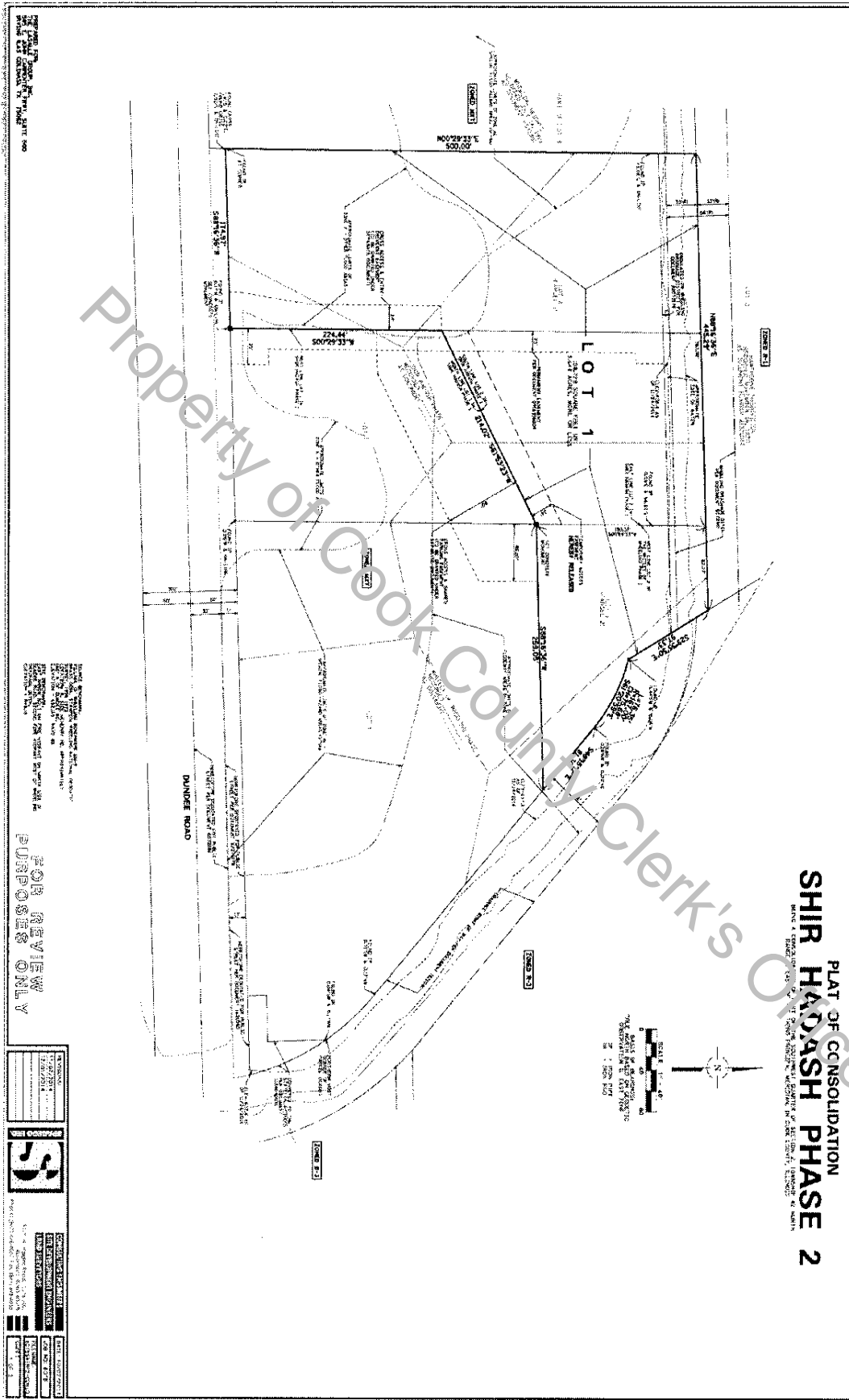


EXHIBIT F TO ACCESS EASEMENT AND CONSTRUCTION AND MAINTENANCE AGREEMENT FOR THE COMMUNITY GARDEN
 200 W. DUNDEE ROAD, WHEELING, ILLINOIS
 DAL:907032.3

UNOFFICIAL COPY

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 114.97 FEET; TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

EXHIBIT G

COMMUNITY GARDEN PURCHASER PARCEL

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 XXXXXXXXXXXXX, 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 214.42 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 29 MINUTES 33 SECONDS EAST ALONG SAID WEST LINE 10.02 FEET TO THE NORTHWEST CORNER OF SAID LOT; 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 LOT 1 A DISTANCE OF 259.05 FEET TO THE EASTERLY LINE OF LOT 1; THENCE SOUTH 48 DEGREES 15 MINUTES 12 SECONDS EAST ALONG THE LINE OF SAID LOT 1 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 1) 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; THENCE SOUTH 01 DEGREES 43 MINUTES 31 SECONDS EAST ALONG SAID EAST LINE 61.77 FEET; THENCE SOUTH 88 DEGREES 16 MINUTES 36 SECONDS WEST 45.00 FEET; THENCE SOUTH 01 DEGREES 43 MINUTES 33 SECONDS EAST 20.00 FEET TO A POINT ON THE NORTH LINE OF DUNDEE ROAD; THENCE SOUTH 88 DEGREES 16 MINUTES 36 SECONDS WEST ALONG THE NORTH LINE OF DUNDEE ROAD 144.28 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 33 SECONDS EAST 149.00 FEET; THENCE NORTH 34 DEGREES 43 MINUTES 44 SECONDS WEST 39.00 FEET; THENCE NORTH 41 DEGREES 15 MINUTES 36 SECONDS WEST 30.33 FEET; THENCE NORTH 28 DEGREES 51 MINUTES 08 SECONDS EAST 15.59 FEET; THENCE NORTH 61 DEGREES 08 MINUTES 52 SECONDS WEST 161.75 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 152.17 FEET; THENCE SOUTH 61 DEGREES 53 MINUTES 23 SECONDS WEST 199.10 FEET; TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 1.142 ACRES OR 49,736 SQUARE FEET MORE OR LESS.

UNOFFICIAL COPY

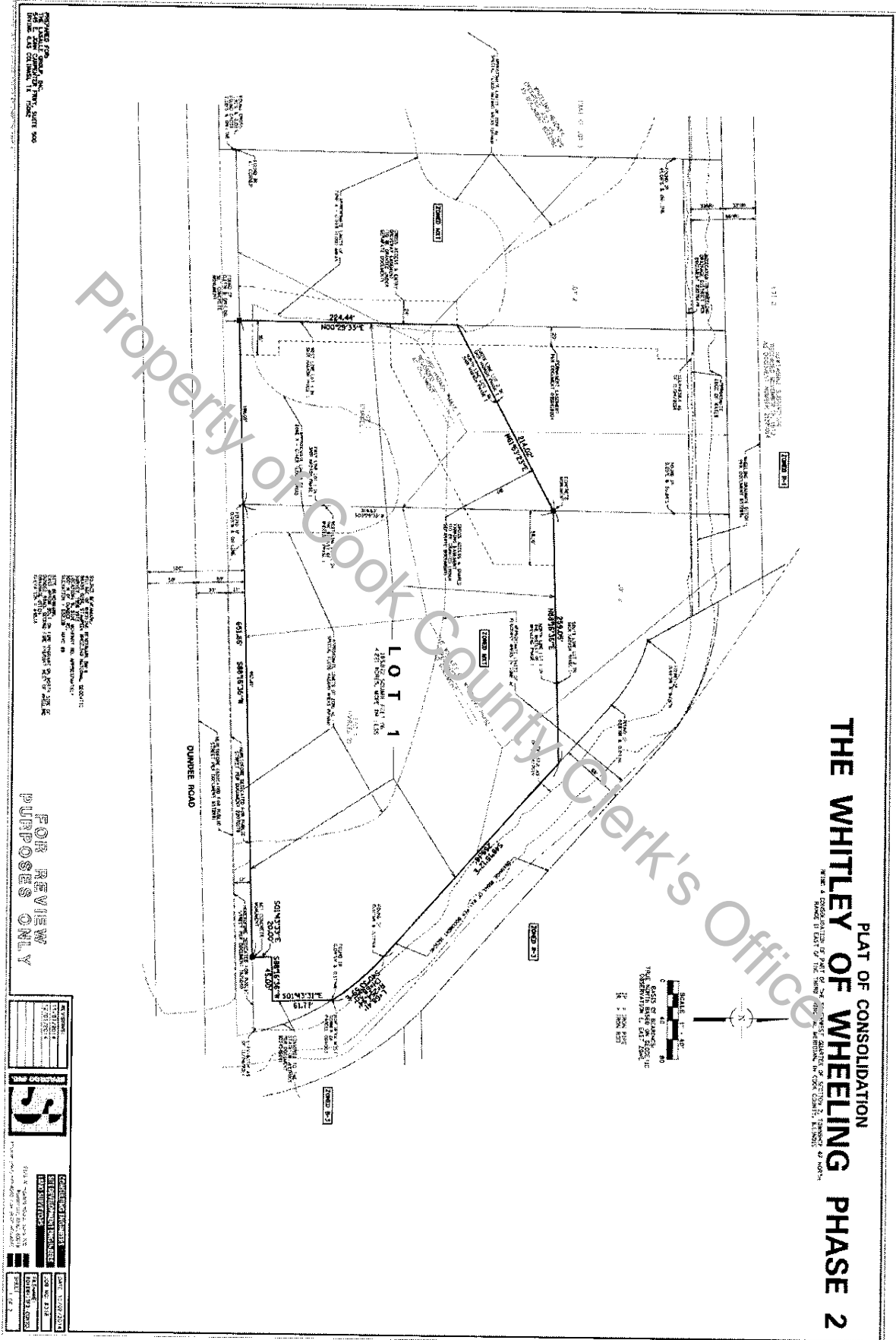


EXHIBIT F TO ACCESS EASEMENT AND CONSTRUCTION AND MAINTENANCE AGREEMENT FOR THE COMMUNITY GARDEN
200 W. DUNDEE ROAD, WHEELING, ILLINOIS
DAL:907032.3

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 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.