

# UNOFFICIAL COPY



1619755035

## AFFIDAVIT FOR CERTIFICATION OF DOCUMENT COPY (55 ILCS 5/3-5013)

Doc#: 1619755035 Fee: \$72.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/15/2016 02:09 PM Pg: 1 of 18

PTC 22605  
sets

STATE OF ILLINOIS

} SS.

COOK COUNTY

\*Restrictions Agreement

I, CHAD M. POZNANSKY, being duly sworn, state that I have access to the copies of the attached document(s) (state type(s) of document(s) Easements, Covenants & \* as executed by (name(s) of part(ies) ARC Properties, Ltd. and Autozone, Inc.

My relationship to the document is (ex-title company, agent, attorney)  
Attorney for Arc Properties, Ltd.

I state under oath that the original of this document is lost or not in possession of the party need to record the same. To the best of my knowledge, the original document was not intentionally destroyed or in any manner disposed of for the purpose of introducing a copy thereof in place of the original.

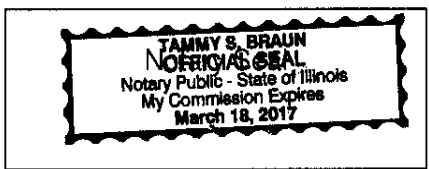
Affiant has personal knowledge that the foregoing statements are true.

DATE: 7-14-16

[Signature]  
Signature

This instrument was acknowledged before me on July 14, 2016  
by Chad M Poznansky

[Signature]  
Notary Public



WHEN RECORDED MAIL TO:  
CHAD M. POZNANSKY  
Clark Hill PLC  
150 N. MICHIGAN, Ste. 2700  
Chicago, IL 60601

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## RECORDING COVER SHEET

### Easements, Covenants and Restrictions Agreement

Property Address: 220 & 230 Mannheim Road, Bellwood, IL 60104  
4116 St. Charles Road, Bellwood, IL 60104

PIN: 15-08-227-034-0000; 15-08-227-022-0000; 15-08-227-023-0000; 15-08-227-024-0000;  
15-08-227-025-0000; 15-08-227-035-0000; and 15-08-227-037-0000

Submitted by and Return to:

Chad M. Poznansky, Esq.  
Clark Hill PLC  
150 N. Michigan Avenue  
Suite 2700  
Chicago, IL 60601

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## EASEMENTS, COVENANTS AND RESTRICTIONS AGREEMENT

THIS EASEMENTS, COVENANTS AND RESTRICTIONS AGREEMENT (the "Agreement") is made as of June 29, 2016, by and between Arc Properties, Ltd., an Illinois corporation ("Arc"), and AutoZone, Inc., a Nevada corporation ("AutoZone").

### WITNESSETH:

WHEREAS, AutoZone is, or will become, the owner (or tenant) of certain real property located in the County of Cook, Village of Bellwood and State of Illinois, as described on Exhibit "A" and as depicted as Parcel 1 on Exhibit "C" ("Parcel 1");

WHEREAS, Arc is the owner of certain real property located in said County, City and State, as described on Exhibit "B" and as depicted as Parcel 2 on Exhibit "C" ("Parcel 2"); and

WHEREAS, Arc and AutoZone have agreed that Parcel 1 and Parcel 2 shall each be held, sold and conveyed subject to the easements, covenants and restrictions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. No part of Parcel 2 shall be used as an automobile parts store or for the sale of automobile parts, supplies or accessories for off-premises installation or otherwise compete with AutoZone. Notwithstanding the above, this restriction does not apply to any business whose principal business is a drugstore and/or pharmacy, grocery store, department store, variety store, hardware store, home improvement store or any other seller of a broad mix of general merchandise which sells automobile parts as an incidental part of its general merchandise business; provided that, no business sells automobile carburetors, starters, brakes, alternators, fuel pumps, water pumps or other coolant pumps for off-premises installation.

2. (a) Arc grants to AutoZone, and AutoZone grants to Arc, for the benefit of Parcel 1 and Parcel 2, a non-exclusive access easement over and across any and all driveways and drive aisles (whether now existing or in the future to exist) located on that party's respective parcel, and as they may exist from time to time. The locations of the easements granted in this Section 2(a) may be changed or modified, from time to time, by the party on whose property the easement is located; provided that the Access Easement Area is not modified without the prior written consent of AutoZone and Arc. The easements granted in this Section 2(a) are sometimes collectively referred to herein as the "Easements". The purpose and intent of the parties are to establish non-exclusive cross-access easements across any and all drive aisles whether now existing or in the future to exist on all lots of their respective parcels. Accordingly, AutoZone and Arc hereby establish non-exclusive access easements for access over, through and across any and all drive aisles whether now existing or in the future to exist on any and all lots of the property defined in this Agreement for the benefit of all of each party's respective parcels. Except as otherwise provided herein, each party may designate areas on such party's respective parcel for building areas, parking, ingress, egress and landscaping and other uses beneficial to such party's use and occupation of its respective parcel. The locations of the Easements granted in Section 2 may be changed or modified, from time to time, by the party on whose parcel the easement is located.

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(b) Neither party shall allow any of its respective permittees, including, without limitation, employees and customers, to park on the other party's parcel. In addition, the easements granted herein shall be kept clear of parked vehicles at all times, subject to the provisions of hereof. The easements granted herein are for the purpose of ingress and egress only and shall not confer any right to park motor vehicles on the other party's parcel. Each parcel shall have its own separate and independent vehicle parking areas sufficient to satisfy the requirements of local zoning. Each party agrees to use reasonable efforts to enforce this Section 2(b).

3. Each party agrees to keep the Access Easement Area free and clear from obstacles or obstructions which would prevent or hinder the free passage of vehicular traffic within or across the Access Easement Area except temporarily, for reasonable times and in a reasonable manner, for purposes of performing work permitted by this Agreement.

4. (a) Arc and AutoZone hereby recognize that certain improvements exist or will exist on the easement areas for the purposes described herein (the "Improvements"). Except as otherwise provided herein, nothing contained in this Agreement shall be construed as allowing one party to construct any improvements, perform any work or grant any other easements on the other party's respective parcel without that party's prior written consent or to allow any liens on another party's respective parcel without that party's prior written consent. Nothing contained herein shall require either party to develop its respective parcel or to operate any business thereon.

(b) Except as otherwise allowed herein, staging for the construction, replacement, alteration or expansion of any building located on a party's respective lot, including, without limitation, the location of any temporary buildings or construction sheds, the storage of building materials, and the parking of construction vehicles and equipment shall be confined to the constructing party's respective parcel.

5. Each party shall, at all times, maintain that portion of the easements (and any Improvements to such easements) located on that party's respective parcel in good repair, clean and clear of snow, ice, rubbish, and debris, properly drained, and adequately lighted, at that party's sole cost and expense, which shall include the incidental rights of maintenance and repair including, but not limited to, repair of pot holes, deterioration or damages, cleaning and weed control and repaving, if necessary.

6. AutoZone does hereby grant and convey unto Arc, its heirs, successors, assigns, agents, invitees, contractors and licensees a perpetual exclusive easement for the purpose of installing, using, inspecting, maintaining, repairing and replacing a sign panel in the position identified on Exhibit "D", which sign shall identify the business conducted, from time to time, on Parcel 2 (the "Parcel 2 Sign"). Arc does hereby grant and convey unto AutoZone, its heirs, successors, assigns, agents, invitees, contractors and licensees a perpetual exclusive easement for the purpose of installing, using, inspecting, maintaining, repairing and replacing a sign panel in the position identified on Exhibit "D". AutoZone, its heirs, successors, and assigns, shall have use of the monument sign in the position identified on Exhibit "D", which sign shall identify the business conducted, from time to time, on Parcel 1 (the "Parcel 1 Sign"). The monument sign shall be installed at the location identified in the Signage Exhibit attached hereto as Exhibit "E" (the "Monument Sign"). In addition, AutoZone does hereby grant and convey unto Arc, its heirs, successors, assigns, agents, invitees, contractors and licensees a perpetual non-exclusive easement over, upon, under and across such portions of Parcel 1 as

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may be reasonable necessary to provide access to the Monument Sign, to construct the Monument Sign, to maintain or repair the Monument Sign, or to run utilities to the Monument Sign, for the purposes set forth herein. Arc does hereby grant and convey unto AutoZone, its heirs, successors, assigns, agents, invitees, contractors and licensees a perpetual non-exclusive easement over, upon, under and across such portions of Parcel 2 as may be reasonable necessary to provide access to the Monument Sign or to maintain or repair the Monument Sign, for the purposes set forth herein (collectively the "Sign Easement Area"). Arc, its heirs, successors and assigns, shall be responsible for all costs related to: (i) design and construction of said Monument Sign; and (ii) the cost of electricity arising from use of the Monument Sign. AutoZone, its heirs, successors and assigns and Arc, its heirs, successors and assigns, shall share equally in all costs related to repair, replacement or maintenance of the Monument Sign. Notwithstanding the foregoing: (i) if the owner of Parcel 2 makes changes to the Parcel 2 Sign, the owner of Parcel 2 shall be responsible for all costs related thereto; and (ii) if the owner of Parcel 1 makes changes to the Parcel 1 Sign, the owner of Parcel 1 shall be responsible for all costs related thereto

7. Notwithstanding anything else set forth herein, Arc, its heirs, successors and assigns shall be responsible for seasonal lawn care, including mowing, mulching and seeding, on an as needed basis and keeping the Sign Easement Area free of debris and refuse. Any landscaping installed by Arc in the Sign Easement Area shall be maintained by Arc.

8. No structure, building or other improvement, either temporary or permanent shall be placed in the Sign Easement Area, and no such structures, building or other improvements shall be placed on Parcel 1 or Parcel 2 that materially obstructs the view of the Parcel 1 Sign or Parcel 2 Sign.

9. (a) In the event of a default of any of the provisions hereof by either party, the non-defaulting party shall have the right to cure the default at the other party's sole expense if the defaulting party has not commenced curing said default within thirty (30) days after receipt of a written default notice from the non-defaulting party. Notwithstanding the above, either party may cure a default immediately in an emergency situation. The defaulting party agrees to reimburse the non-defaulting party for any amount so paid by the non-defaulting party to cure any default within ten (10) days after receipt of a written invoice from the non-defaulting party. The non-defaulting party may take such other proceedings at law or in equity as the non-defaulting party deems necessary.

(b) Each party shall pay, prior to delinquency, any and all taxes levied or assessed against the portion of the easements located on that party's respective parcel. Notwithstanding anything to the contrary set forth in this paragraph, each party shall have the right to protest the amount of any taxes imposed on that party's respective parcel; provided that, all such taxes are not delinquent.

10. Each party (and their respective successors, tenants and assigns) shall maintain commercial general liability insurance against claims for personal injury, death and property damage occurring in, on or about the easement areas with limits in the amount of Two Million Dollars (\$2,000,000). All such policies shall name the other party as an additional insured, and each party, upon written request of the other party, shall deliver a certificate of insurance to such requesting party.

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11. Each party (and their respective successors and assigns) shall indemnify, defend and hold harmless the other, its respective successors and assigns, from and against, any and all liability, demands, claims, causes of action, judgments and costs and expenses incurred in the investigation of the same (including, without limitation, court costs and reasonable attorney's fees) for, by way of illustration and not limitation, injury to persons, loss of life or damage to property occurring within any easement areas granted herein which arise out of any breaches of this Agreement or any other obligations of this Agreement by such party.

12. In addition to the above and notwithstanding anything contained herein to the contrary, in the event either party causes any damage to that portion of any easements granted herein located on the other party's respective parcel, whether through the negligent or intentional acts or omissions of said party, its agents, customers and/or employees, including, without limitation, damage caused by delivery vehicles, such as, by way of illustration and not limitation, "eighteen wheelers", of said party, then the damaging party shall immediately reimburse the damaged party for such damage upon receipt from said damaged party of a billing with supporting invoices.

13. Any and all notices required or permitted to be given under this Agreement shall be in writing, postage and/or shipping and delivery pre-paid and shall be sent by U.S. Postal Service Certified Mail with Return Receipt Requested or via a national overnight (or 2d day) courier service requiring a signature upon delivery (such as Federal Express) to:

If by U.S. Postal Service Certified Mail:

**AutoZone:**  
AutoZone, Inc.  
Property Management  
P.O. Box 2198  
Memphis, TN 38101-2198

**Arc Properties, Ltd.**  
Arc Properties, Ltd.  
2800 S. River Road  
Suite 190  
Des Plaines, IL 60018

If by Overnight Courier:

AutoZone, Inc.  
Property Management  
123 S. Front Street  
Memphis, TN 38103

Arc and AutoZone and any other person to whom any such notice, instrument or communication may be given, shall each have the right to specify, from time to time, as its address for purposes of this Agreement, any address in the 48 contiguous States of the United States of America upon giving fifteen (15) days' notice thereof to each other person then entitled to receive notices, instruments or communications hereunder.

14. As used in this Agreement, unless the context clearly otherwise requires, AutoZone and Arc shall mean, with respect to each parcel, the record owner(s) from time to time of an interest in fee simple in all or any part of Parcel 1 or Parcel 2 whether such owner be one or more persons or entities.

15. Nothing contained herein shall be deemed to be a gift or dedication of any portion of any property to the general public. This Agreement shall not be construed as

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conferring upon any third party any right or benefit and any and all claims which may arise hereunder may be enforced solely by the parties and their respective successors and assigns.

16. Notwithstanding anything contained herein to the contrary, each party reserves the right to eject any person or persons not authorized hereby. Each party hereby reserves any and all rights which are not directly incompatible with the easements granted hereunder, including, without limitation, the right to grant easements to third parties over, under and through the granting party's respective parcel.

17. The agreements and restrictions described in this Agreement shall run with the land and shall be binding upon and inure to the benefit of Arc, AutoZone, and their respective successors, lessees, and the future owners and leases of Parcel 2 and shall be perpetual, except that all use restrictions in Section 1 above shall be for a period of thirty (30) years commencing on the date this Agreement is recorded in the Records Office of the County of Cook, State of Illinois, and said restrictions shall automatically terminate upon expiration of said thirty (30) year period. Except as provided herein, all easements granted herein may be used for the purposes designated herein by Arc, AutoZone, and their respective successors, designees, tenants, employees, agents, customers, and invitees free from charge. Except as specifically set forth herein, no other easements are granted herein, nor shall any other easements be implied.

18. It is further understood and agreed to by Arc and AutoZone that the easements and other rights may be mortgaged to any mortgagee taking a mortgage on Parcel 2 or Parcel 1, but any mortgagee taking a mortgage on any easement herein shall take said mortgage subject to the other rights, benefits, duties, and obligations created and established herein.

19. No waiver of any provision hereof shall be deemed to constitute or imply a further waiver thereof of any other provision set forth herein. Unless the context in which used clearly requires another construction, throughout this Agreement, the masculine gender shall be deemed to include the neuter or feminine or both, the neuter gender shall include the masculine or both, and the singular of terms shall include the plural and vice versa. Each exhibit described herein is hereby attached hereto and incorporated herein by reference. If any one or more of the provisions contained herein shall be held invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, which shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The parties intend that if any provision hereof is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

20. If any legal action or other proceeding is brought for the enforcement hereof, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions hereof, the successful or prevailing party or parties shall be entitled to recover attorneys' fees, court costs, and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

21. Any amendment to this Agreement shall require the prior written consent of all owners of Parcel 1 and Parcel 2. Notwithstanding the above, any amendment to the use restriction in Section 1(a) shall at all times (and whether or not if AutoZone owns or leases any portion of Parcel 1) require the prior written consent of AutoZone or its corporate successors or assigns. In the event there are easements of record prior to this Agreement providing for any

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matters stated herein, then this Agreement shall amend any prior documents with respect to all property mentioned herein.

22. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REFERENCE TO ITS PRINCIPLES OF CONFLICTS OF LAW.

23. This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings, oral or otherwise, between or among the parties with respect to the matters contained herein.

24. Nothing contained herein shall be construed as creating an employment, partnership, agency or principal, or joint venture relationship between the parties.

25. The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole and not to any specific article, section or subsection hereof. All exhibits and schedules attached or to be attached hereto, and all other agreements and instruments referred to herein, are hereby incorporated by reference into this Agreement, as fully as if copied herein verbatim. The word "party" or "parties" means only those persons or entities who are signatories to this Agreement. The terms "include," "includes," "including," or words of like import, shall be construed as being without limitation to the matters or items thereafter specified, notwithstanding any rule of construction to the contrary, unless an intention to be so limited is clearly expressed. Unless expressly otherwise provided herein, the terms "and" and "or" as used in this Agreement means one or other or both, or any one or ones or all, of the items, entities or persons in connection with which the words are used.

26. Each party agrees that upon written request of another party, it will issue to a prospective mortgagee of or prospective successor to such other party, an estoppel certificate stating:

- (a) Whether the party to whom the request has been directed knows of any default by the requesting party under the Agreement, and if there are known defaults, specifying the nature of the default;
- (b) Whether to its knowledge this Agreement has been modified or amended in any way (and if it has, then stating the nature thereof); and
- (c) That to the party's knowledge, this Agreement is in full force and effect as of that date.

[SIGNATURE PAGE TO FOLLOW]

[BALANCE OF PAGE INTENTIONALLY BLANK]



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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date hereinabove.

Arc Properties, Ltd.

By: Michael O. B

Its: President

State of Illinois

ss

County of Cook

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael O. Brown personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

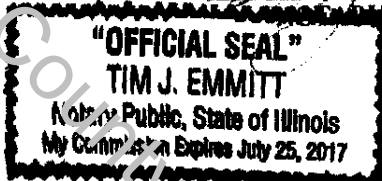
Given under my hand and official seal, this 28<sup>th</sup> day of June, 2016.

Commission expires 7-25-17

AutoZone, Inc. a Nevada Corporation

By: [Signature]

Its: Vice President



APPROVED FOR EXECUTION  
By: Ross A. Boswell, Legal  
MD AZB

By: [Signature]

Its: Vice President

State of Tennessee

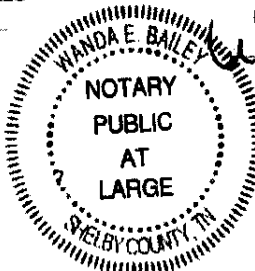
ss

County of Shelby

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kevin A. Williams and James C. Griffith personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 22<sup>nd</sup> day of June 2016.

Commission expires MY COMMISSION EXPIRES MAY 7, 2018



Wanda E. Bailey  
NOTARY PUBLIC

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## EXHIBIT A

### LEGAL DESCRIPTION-PARCEL 1

#### PARCEL 1

LOT 1 (EXCEPT THAT PART OF LOT 1 LYING NORTHEAST OF A LINE DRAWN FROM A POINT ON THE NORTH LINE 21.00 FEET WEST OF THE MOST NORTHERLY NORTHEAST CORNER THEREOF TO A POINT ON THE EAST LINE 21.00 FEET SOUTH OF THE MOST EASTERLY NORTHEAST CORNER THEREOF) AND LOTS 2 THROUGH 11 IN BLOCK 1 IN HULBERT'S ST. CHARLES ROAD SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2

ALSO, THE NORTH HALF OF THE EAST AND WEST 16 FOOT VACATED ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 1 THROUGH 8 AFORESAID.

#### PARCEL 3

ALSO, THE SOUTH HALF OF THE EAST AND WEST 16 FOOT VACATED ALLEY LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOT 9 AND THE SAID NORTH LINE EXTENDED EAST AND NORTH OF AND ADJOINING THE NORTH LINE OF LOT 31 AND THE SAID NORTH LINE EXTENDED WEST AND LYING EAST OF THE WEST LINE OF LOT 9 EXTENDED NORTH AND WEST OF THE EAST LINE OF LOT 31 EXTENDED NORTH, ALL IN BLOCK 1 AFORESAID.

#### PARCEL 4

ALSO, THAT PART OF THE VACATED NORTH AND SOUTH 16 FOOT VACATED ALLEY LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 9, 10 AND 11 AND LYING NORTH OF THE SOUTH LINE OF LOT 11 EXTENDED EAST AND LYING SOUTH OF THE NORTH LINE OF LOT 9 EXTENDED EAST, ALL IN BLOCK 1 IN HULBERT'S ST. CHARLES ROAD SUBDIVISION, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 5

ALSO, THE NORTH 20.50 FEET OF LOT 31 IN BLOCK 1 IN HULBERT'S ST. CHARLES ROAD SUBDIVISION, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #: 15-08-227-034-0000

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## EXHIBIT B

### LEGAL DESCRIPTION—PARCEL 2

#### PARCEL 1:

LOTS 27, 28, 29, 30 AND 31 (EXCEPT THE NORTH 20.50 FEET, THEREOF) IN BLOCK 1 IN HULBERT'S ST. CHARLES ROAD SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE EAST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER LYING SOUTH OF ST. CHARLES ROAD IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

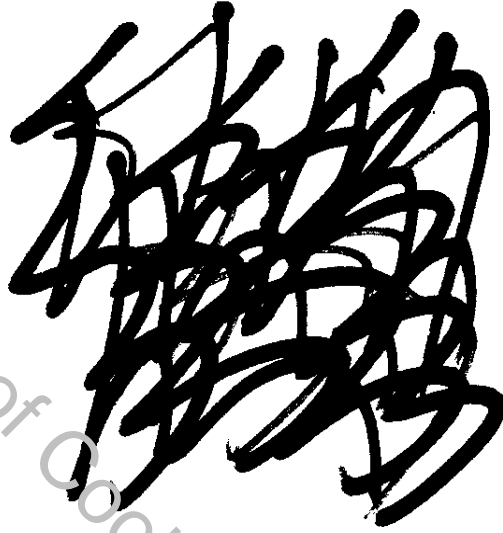
LOT 26 IN BLOCK IN HULBERT'S ST. CHARLES ROAD SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE EAST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER LYING SOUTH OF ST. CHARLES ROAD IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

PIN #: 15-08-227-022-0000  
15-08-227-023-0000  
15-08-227-024-0000  
15-08-227-025-0000  
15-08-227-035-0000  
15-08-227-037-0000

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## EXHIBIT C



Property of Cook County Clerk's Office



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EXHIBIT D

SIGNAGE

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## MONUMENT SIGN

220 - 230 MANHEIM ROAD BELLWOOD, IL.

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EXHIBIT E

LOCATION OF SIGN

Property of Cook County Clerk's Office





