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Doc#: 1622929165 Fee: \$88.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 08/16/2016 04:44 PM Pg: 1 of 26

---Reserved for Recording Data----

Prepared By (After recording return to:

Felice B. Rose, Esq. Schiff Hardin LLP 233 S. Wacker Drive #6600 Chicago, Illinois 60606

### OMNIBUS AGREEMEN'C AND AMENDMENT TO 2013 DECLARATION

This OMNIBUS AGREEMENT AND AMENDMENT TO 2013 DECLARATION ("Agreement") is made as of 15 1, 2016, by NCB Development XI LLC, an Illinois limited liability company ("NCB"), USEF ELEVATE LLC, an Illinois limited liability company ("Elevate") and Apollo Theater Chicago, LLC, an Illinois limited liability company ("Apollo").

#### **RECITALS**

- A. NCB was the Declarant under that certain Declaration of Reciprocal Easements Covenants, Conditions and Restriction [Lincoln Center] made as of April 12, 2013 and recorded with the Cook County Recorder of Deeds as Document No. 1312612074 on May 6, 2013 ("Original Declaration") affecting the Project (as defined in the Original Declaration) governing the land underlying the project formerly known as Lincoln Center comprised of the Elevate Parcels and Apollo Parcel (each as defined below and hereinafter referred to collectively as the "Project") as depicted on the Original Site Plan attached hereto as Exhibit A-1 and by this reference made a part hereof;
- B. Elevate is now the owner of those certain parcels of real estate legally described on Exhibit B-1 attached hereto (the parcels are collectively referred to as the "Elevate Parcels") which is comprised of Tract 1 and Tract 3 (as defined in the Original Declaration);
- C. Apollo is now the owner of the certain parcel of real estate legally described on Exhibit B-2 attached hereto and by this reference made a part hereof ("Apollo Parcel") known as Tract 2 under the Original Declaration

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- D. Declarant conveyed the Apollo Parcel to Apollo pursuant to Special Warranty Deed dated April 8, 2013 and recorded with the Cook County Recorder of Deeds as Document Number 1312612075 on May 6, 2013 ("Apollo Deed") and, thereafter, segregated the improvements on the Apollo Parcel from the Elevate Parcels thereby removing each Tract's and Tract Owner's need for shared use of Common Areas (as defined in the Original Declaration);
- E. The Project was reclassified as a Residential Business Planned Development on July 29, 2015 (SO2014-5808) ("**PD**") and the Project is now depicted on the Updated Site Plan attached hereto as <u>Exhibit A-2</u> and by this reference made a part hereof; and
- F. In furtherance of the PD and the development of the Elevate Parcels, NCB, Elevate and Apollo desire to release of record certain documents impacting the Project and also desire to amend certain easements, covenants, conditions and restrictions upon the Elevate Parcels and Apollo Parcel for the continued purpose of facilitating the economic and related development and use of the Project.

NOW, THEREFORE, NCB, Elevate and Apollo hereby amend the Declaration and further agree as follows:

- 1. <u>Termination of 1987 Party Wall Rights</u>. Elevate and Apollo hereby agree that the party wall rights created by that certain Agreement made and entered into as of May 11, 1987 and recorded with the Cook County Recorder of Deeds on May 12, 1987 as Document No. 87255283 ("Party Wall Agreement") or otherwise created are hereby terminated and the Party Wall Agreement is hereby released of record.
- 2. Encroachment Agreement. Certain improvements on the Apollo Parcel currently encroach on the Elevate Parcel (individually an "Encroachment" and collectively, "Encroachments") as shown on the Survey prepared by Granley and Biedermann dated May 4, 2016, attached hereto as Schedule 1 ("Survey"). Elevate hereby grants to Apollo and its, successors, and assigns an easement for each specific Encroachment until such time as any Encroachment is removed, in which event this easement shall attomatically terminate with respect to the removed Encroachment.
- 3. <u>Consent to Termination of 2003 REA</u>. Elevate and Apollo ocreby agree to the Termination of the Declaration of Reciprocal Easement and Operating Agreement recorded with the Cook County Recorder of Deeds on June 23, 2003 as Document No. 03174329?2 (the "2003 Declaration"). The 2003 Declaration is hereby released.
- 4. <u>Amendment and Restatement of Original Declaration</u>. This Agreement amends the Original Declaration in the following respects:
- (a) <u>Tract 1 and Tract 3 Combined</u>. Tract 1 and Tract 3 are combined and constitute the Elevate Parcels. All references in the Declaration to Tract 1 and Tract 3 shall hereinafter mean the Elevate Parcels. All references to the Tract 1 Owner and or Tract 3 Owner shall hereinafter mean the owner of the Elevate Parcels. All rights that were granted under the Original Declaration for the benefit of Tract 1 and Tract 3 which remain in effect after the execution of this Agreement shall hereinafter benefit the Elevate Parcels.

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- (b) <u>Tract 2</u>. All references in the Declaration to the Tract 2 Owner shall hereinafter mean the owner of the Apollo Parcel. All rights that were granted under the Original Declaration for the benefit of Tract 2 Owner which remain in effect after the execution of this Agreement shall hereinafter benefit the Apollo Parcel.
- (c) <u>Deletions.</u> The following provisions of the Original Declaration are deleted in their entirety: Section 1; Section 3; Section 4 (b); Section 5 (a) and 5(b)(ii) and (iii); Section 6; and Section 7.
- (d) Assignment of Declarant Rights. Pursuant to Section 14 of the Original Declaration NCB assigns all of its rights title and interest as Declarant under the Declaration (as defined in Section 4(1) below) to Elevate including but not limited to the right to enforce the provisions of the Declaration. Elevate hereby accepts such assignment and obligations from Declarant. From and after the date hereof, Elevate Parcel Owner shall be deemed to be the Declarant under the Declaration. Such assigned rights include, but are not limited to the rights that Declarant reserved unto itself.
- (e) Sect or 4 of the Original Declaration is amended and restated in its entirety as follows:
- "4. <u>CONDITIONS AND RESTRICTIONS</u>. Except as permitted by the prior written approval of Declarant, which approval shall not be unreasonably withheld and except for those improvements that exist as of the day hereof, no building, structure or other improvement shall be constructed or maintained on any Building Tracts unless such building, structure or other improvement shall conform to the following coverants and requirements:
- (i) Any building, structure or other improvement field comply with design standards as may be established by Declarant from time to time (the "**Development Design Standards**"), and the owner of any Tract containing any such building, structure or other improvement shall comply with the same.
- No signage may be erected on any of the Tracts, including upor the roof of any building, (ii) unless such signage is in compliance with all applicable laws and regulations and the reasonable and rules and regulations of the Declarant. Any sign on any Tract shall be subject to the reasonable sign criteria as may be established by Declarant from time to time (the "Sign Criteria"), and the owner of any Tract containing any such sign(s) shall comply with the same. Declarant reserves the right to remove any unauthorized signage. Notwithstanding the foregoing, Declarant agrees and acknowledges that: (A) (i) Apollo Owner has installed a wallmounted sign on the Lincoln Avenue elevation of the building within Tract 2 (the "Existing Sign"), the location and content of which are hereby approved by Declarant; and (ii) Declarant hereby agrees that Declarant shall not establish Development Design Standards nor Sign Criteria which prohibit the installation of a replacement for the Existing Sign of equal size and style as the Existing Sign on the Lincoln Avenue elevation of the building within Tract 2; and (B) Tract 2 Owner intends to replace the 6'x12' sign on the roof of the building within Tract 2 and Declarant hereby agrees that Declarant shall not establish Development Design Standards nor Sign Criteria which prohibit the erection of such signage. Notwithstanding the terms of Section 14 of the

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Original Declaration as amended hereby, this Section 4(ii) may not be amended without the prior written consent of Tract 2 Owner.

- (iii) No improvements shall be constructed, erected, expanded or altered on any of the Tracts until the plans for the same (including site layout, signage, civil engineering drawings (including finished floor elevations), exterior appearance, parking, if any, and landscaping) have been approved by Declarant, which approval shall not be unreasonably withheld so long as such improvements are consistent with the guidelines established by the Development Design Standards. All construction work shall, upon approval of plans by Declarant, be prosecuted with all due diligence, and subject to the conditions and limitations herein contained.
- (iv) All materialmen, contractors, artisans, mechanics, laborers and any other person now or hereafter furnishing any labor, services, materials, supplies or equipment to a Tract Owner or such Tract Owner s Tract, or any portion thereof, are hereby charged with notice that they must look exclusively to such Tract Owner to obtain payment for the same. Notice is hereby given that no owner of any Tract (other than the Tract Owner performing construction) shall be liable for any labor, services, materials, supplies, skill, machinery, fixtures or equipment furnished or to be furnished to such Tract Owner upon credit, and that no mechanic's lien or other lien for any such labor, services, materials, supplies, machinery, fixtures or equipment shall attach to or affect the estate or interest of the owner of any Tract (other than the Tract Owner performing construction) in and to such owner's Tract, or any portion thereof.
- (v) Each Building Tract Owner shall keep their own parcels neat, orderly, planted in grass and trimmed and (A) Tract 2 shall be landscaped in accordance with the requirements of the City of Chicago (the "City") and PD, as applicable (5) Tract 1 and Tract 3 shall be landscaped in accordance with the requirements of the City and PD as applicable. Landscaping shall be kept in a neat and attractive condition and appearance including, without limitation, lawns mowed, edges trimmed, and trees, shrubs and other landscape treatment properly maintained. Any dumpster serving any Building Tract shall be screened (other than dumpsters used during temporary construction operations) in a manner reasonably setisfactory to Declarant and consistent with the architectural and aesthetic character of the balance of the Project. Each Building Tract owner shall maintain the exterior of all buildings located on such Building owner's Tract in good condition and state of repair, including without limitation, maintaining all perimeter and building walls and retaining walls, keeping the exterior store from surface clean, replacing any cracked or broken glass.
- (vi) Declarant hereby reserves unto itself, the right to cure any failure of any Building Tract owner to make such repairs, maintenance or restoration as are required under the aforesaid covenants, conditions and reservations and as required under Sections 5 and 8 hereof; provided, however, Declarant shall not be entitled to cure any such failure unless Declarant has first given the Building Tract owner written notice of such failure and such owner has not cured such failure within thirty (30) days after delivery of such notice or, in case such cure cannot be effected within said 30-day period and such owner is diligently pursuing such cure, such additional period as may be reasonably necessary to effect such cure, and provided further that, with respect to any event, fact or circumstance which involves imminent threat of injury or damage to persons or property, the aforesaid cure period shall not apply. All reasonable costs incurred by Declarant in performing such repairs, landscaping, maintenance or restoration shall be due from any such

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owner upon demand, and, in addition, such owner shall pay interest on such costs from the date of expenditure by Declarant until the date of reimbursement by any such owner, at an interest rate (the "Interest Rate") equal to four percent (4%) per annum in excess of the published prime rate of interest of Wall Street Journal provided that such rate shall not exceed the highest rate permitted by applicable law.

- (vii) No Tract Owner shall materially obstruct the free flow of pedestrian or vehicular traffic upon and across the CTA Area running behind the Project (as depicted on the Survey, the "CTA Area") during any period of construction at such Tract or at any time thereafter. Each Tract Owner and its tenants and their respective contractors and subcontractors shall be solely responsible for the transportation, safekeeping and storage of materials and equipment used in connection with such Tract Owner's operations and construction activities, and for the removal of waste and debris resulting therefrom. Each Tract Owner hereby agrees and affirms that it: (A) has no objection to the CTA licensing the CTA Area as parking area; and (B) shall not, in the future, object to the CTA licensing the CTA Area as parking area. Notwithstanding the terms of Section 14 of the Original Declaration as amended hereby, this Section 4(vii) may not be amended without the prior written consent of Tract 2 Owner.
- (viii) Any of the foregoing restrictions may be waived, amended, modified, released or terminated at any time and from time to time by Declarant as to any one or more of the Tracts, provided the same does not materially and adversely affect the business operations being conducted on any Building Tract."
- (f) <u>Section 5 of the Original Declaration</u> is hereby amended and restated in its entirety as follows:
- TAXES. Each Tract owner shall comply with all laws, rules regulations and requirements of public authorities relating in any manner whatsoever to such Tract owner's Tract, and shall pay one hundred percent (100%) of the: (A) real estate taxes and special assessments which are due and payable for each such Tract Owner's Tract; (B) repair and maintenance expenses for their own Tract; and (C) amounts due and payable to the City in connection with repair and maintenance of any public improvements (including, without limitation, any trailways, and landscaping within public rights of way) located on or adjacent to each such Tract Owner's Tract. For purposes of this Declaration, real estate taxes shall include all taxes, installments of assessments and governmental charges of any kind and nature whatsoever, including any areawide assessment, levied or assessed against the Project and any improvement thereon."
- (g) <u>Section 9 of the Original Declaration</u> is amended and restated in its entirety as follows:
- "9. <u>USE</u>. All uses, buildings, structures and improvements shall comply with the Development Design Standards and all applicable zoning ordinances of the City, including but not limited to size, height, bulk and like standards and the terms and conditions of this Declaration and as set forth in the PD. Apollo took title to the Apollo Parcel subject to reservation of the Remaining FAR (as defined in Permitted Exception 5 of Exhibit B of the Apollo Deed) by NCB. NCB herein assigns all Remaining FAR to the Elevate Parcels."

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- (h) The first sentence in the paragraph immediately following Section 12(d) of the Original Declaration is amended and restated as follows: "In addition, in the event any Tract owner fails to comply with the covenants, conditions and restrictions set forth in this Declaration, Declarant may take such action as Declarant deems appropriate to effect such compliance without waiving Declarant's rights under this Declaration, at law or in equity and without releasing such Tract owner from compliance with the covenants, conditions and restrictions under this Declaration; provided, however, Declarant shall not be entitled to cure any such failure unless Declarant has first given the Tract owner written notice of such failure and such Tract owner has not cured such failure within ten (10) days of such notice or, in case such cure cannot be effected within said 10-day period and such Tract owner is diligently pursuing such cure. Such additional period as may be reasonably necessary to effect such cure, and provided further that with respect to any event, fact or circumstance which involves imminent threat or injury to persons or property, the aforesaid cure period shall not apply."
- (i) Section 16 of the Original Declaration is amended and restated in its entirety as follows:
- RIGHTS RESERVED. Declarant retains, reserves and shall continue to enjoy the use of the Tracts for any and all proposes which do not interfere in any material respect with or prevent the use by the Tract owners of the easements granted herein. Without limiting the generality of the foregoing, it is understood that each Exhibit A is intended only for identifying the real estate comprising the Tracts and the approximate boundary lines of the individual parcels, and that neither Exhibit A-1 nor Exhibit A-2 is to be considered or construed as a representation, warranty or covenant that the shape, size, location, number and extent of building improvements shown thereon shall be constructed. Subject to the foregoing, and in furtherance thereof, Declarant reserves the right to eliminate buildings from the Tracts owned by Declarant, to increase the land size or otherwise modify the configuration of the Tracts shown on Exhibit A-1, and to change the name, address, number or designation by which the Tracts are commonly known provided, however, in the exercise of such rights, Declarant shall not materially and adversely affect: (a) access to Tract 2 from Lincoln Avenue, or (b) parking serving Tract 2, to the extent that such parking is located within Tract 2."
- (j) <u>Section 19 of the Original Declaration</u> is amende 1 to provide that from and after the date hereof any notices sent under the Declaration shall be delivered as follows:

If to Declarant and/or to Owners of the Elevate Parcels:

USEF Elevate LLC

c/o Baker Development Corporation 2222 N. Elston Avenue, Suite 100

Chicago, Illinois 60614

Attention: Warren Baker and Daniel

Slack

and to:

**USEF Elevate LLC** 

c/o USAA Real Estate Company 9830 Colonnade Blvd., Suite 600

San Antonio, Texas 78230 Attention: Managing Director

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If to Owner of the Apollo Parcel:

Apollo Theater Chicago, LLC 2540 N. Lincoln Avenue Chicago, Illinois 60614 Attention: Rob Kolson

- (k) <u>Section 20 of the Original Declaration</u> is amended and restated in its entirety as follows:
- "20 **RECITALS AND EXHIBITS.** The recitals set forth in this Agreement and the following exhibits are made a part hereof, with the same force and effect as if specifically set forth herein:

Exhibit A-1 Original Site Plan Exhibit A-2 Updated Site Plan

Exhibit B-1 Legal Description of the Elevate Parcel Exhibit B-2 Legal Description of the Apollo Parcel

Each of Exhibit C and Exhibit D of the Original Declaration are deleted in their entirety. Any reference to Common Elements, CTA Parking Area and Serpe CTA Parking Area are deleted throughout the Declaration and hereinalizer are of no further force or effect."

- (l) <u>Definitions</u>. All capitalized terms used in this Agreement but not otherwise defined shall have the meanings ascribed to them in the Original Declaration. The term "**Declaration**" as used herein and in the Original Declaration shall mean and include the Original Declaration, as amended by this Agreement and as the same may hereafter be amended.
  - (m) Section 21. A new section 21 is added to the Declaration as follows:
- "21. Except as expressly provided in this Section 4, the Declaration remains in full force and effect with the amended and restated provisions effective from and after the recording of this Agreement."
- (n) <u>Confirmation of Understanding</u>. By executing this Agreement, each party confirms for the benefit of the other party that as of the date hereof: (i) i' is not aware of any default or alleged default by either party under this Declaration; (ii) except as see forth in this Agreement this Declaration has not been assigned, modified or amended in any way; (iii) the Declaration is in full force and effect.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

NCB DEVELOPMENT XI LLC, an Illinois limited liability company

By: Baker Lincoln, LLC, an Illinois limited

liability company, its Manager

By: The Baker Organization, Inc., an Illingis corporation, its Manager

Warren Baker, President

I, Maria tique ros, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY Than Warren Baker, the President of The Baker Organization, Inc., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27 day of

, 201

OFFICIAL SEAL MARIA FIGUEROA Notary Public - State of Illinois My Commission Expires Jul 21, 2018

My Commission Expires: Jul 21, 2018

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**USEF ELEVATE LLC**, an Illinois limited liability company

By: Baker Lincoln HRD, LLC, an Illinois limited liability, company managing member

By: Baker Development Corporation, an Illinois corporation,

manager

By: \_

Name: Warren Baker

Title: President

STATE OF MINORS

COUNTY OF \_ Corn

I, <u>felcel</u>, <u>Rose</u>, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Werren Baker, the President of Baker Development Corporation, an Illinois corporation, the manager of Baker Lincoln HRD, LLC, an Illinois limited liability company, as managing member of USEF Elevate LLC, an Illinois limited liability company and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this day of Angust, 2016.

OFFICIAL SEAL FELICE B. ROSE Notary Public - State of Illinois My Commission Expires 2/22/2020 Notary Public

My Commission Expires: 2/22/2020

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#### APOLLO THEATER CHICAGO, LLC

a(n) IzliNois	limited
liability company	
01	
$B_{y}$ : $\mathcal{U} \geq \mathcal{U}$	1
Its: Manager	
By: Manage	/L

STATE OF _	IL.	O:c )
COUNTY OF	Cook	_ )ss. _ )

I, Morrie Fiperoa ... a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT <u>Project Lison</u>, the <u>Menegar</u> of Apollo Theater Chicago, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24 day of 300, 2016.

OFFICIAL SEAL
MARIA FIGUEROA
Notary Public - State of Illinois
My Commission Expires Jul 21, 2018

My Commission Expires: Jul 21, 2018

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 $\mathbf{w}$ 

#### APOLLO LENDER'S CONSENT

The undersigned, Wells Fargo Bank NA	A, being the owner and holder of that certain
	ng dated as of April 12, 2013, recorded
	l, as Document No. 1312612076 in the Office of
the Cook County Recorder of Deeds (as now or	r hereafter increased, amended, modified.
	ted, extended and/or renewed, the "Mortgage"),
	ge its consent to the terms of this Agreement and
to agree that the lien of the Mortgage will be su	
70	Wells Fargo Bank NA
	mal M
	By:
Ox	Name: Name: Nemeyer Its: Officer
0-	
STATE OF	
) ss.	
COUNTY OF)	
	0,
Ι,	, a Notary Public in and for said
County in the State aforesaid, DO HEREBY C	ERTIFY SHAT
	, the of
	y known to rie to be the same person whose name
is subscribed to the foregoing instrument as suc	
	nowledged that s/ne signed and delivered the said
instrument as her/his own free and voluntary ac	et, and as the free and voluntary act of said
for the uses	
101 the uses	and purposes therein set forth.
	and purposes therein set forth
Given under my hand and notarial seal	and purposes therein set forth
Given under my hand and notarial seal	and purposes therein set forth
Given under my hand and notarial seal	and purposes therein set forth
Given under my hand and notarial seal	and purposes therein set forth
Given under my hand and notarial seal	and purposes therein set forth.  this day of
Given under my hand and notarial seal	and purposes therein set forth
Given under my hand and notarial seal	and purposes therein set forth.  this day of

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Civil Code § 1189

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature M. S. Heming

Title: Notary Public

My Commission Expires: June 18, 2020

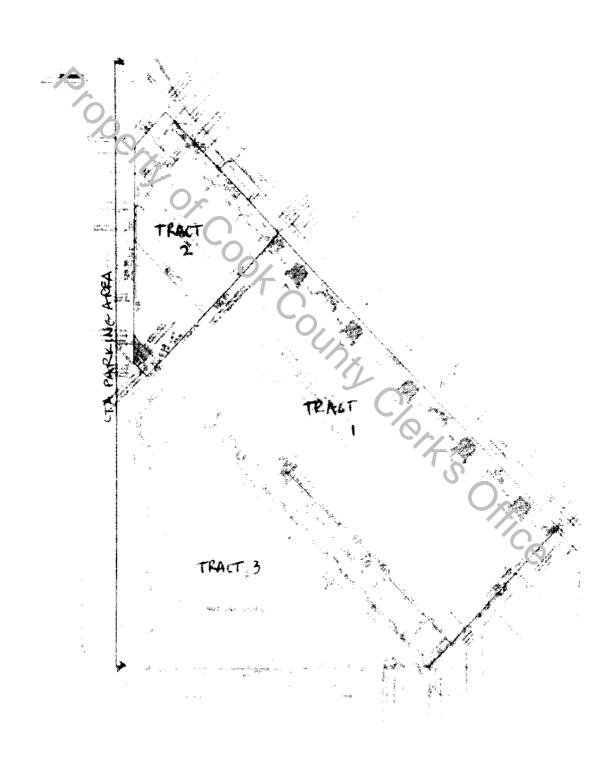
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#### **EXHIBIT A-1**

#### Site Plan



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EXHIBIT A-2 Amended Site Plan



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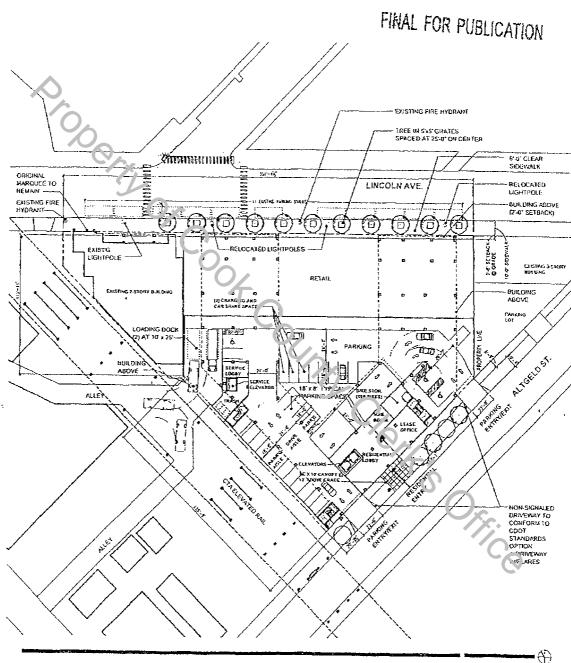
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# Exhibit A-Z Amended Site Plan

7/29/2015

REPORTS OF COMMITTEES

4295



GROUND LEVEL PLAN

Applicant: Address: Baker Development Corporation 2518-2552 North Lincoln Avenue



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Introduced Date: July 30, 2014

Date:

July 30, 2014 July 9, 2015

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# UNOFFICIALITEOPY Elevate Legal

#### PARCEL 1:

LOTS 2 THROUGH 9, BOTH INCLUSIVE, ALSO LOTS 11, 12 AND 15 (EXCEPT THAT PART OF SAID LOT 15 DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST WESTERLY CORNER OF SAID LOT 15; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 15, A DISTANCE OF 18.69 FEET; THENCE NORTH ALONG THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 12 AFORESAID, 26.27 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 15; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 15, A DISTANCE OF 18.50 FEET TO THE PLACE OF BEGINNING) IN THE SUBDIVISION OF LOT 6 IN BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29 IN TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

#### PARCEL 2: (FAKT BELOW +34.71 C.C.D.):

THAT PART OF LOT 1 IN THE SUBDIVISION OF LOT 6 IN BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION OF THE FAST 1/2 OF SECTION 29 IN TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.71 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST MOST CORNER OF SAID LOT 1; THENCE NORTH 45 DECREES 06 MINUTES 26 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT 17. DISTANCE OF 24.93 FEET TO THE EAST MOST POINT OF THE PROPERTY CONVEYED BY SPECIAL WARRANTY DEED RECORDED MAY 6, 2013 AS DOCUMENT NO. 1312612075; THE NEXT 3 COURSES BEING ALONG THE PERIMETER LINES OF THE PROPERTY CONVEYED BY SPECIAL WARPANTY DEED AFORESAID; THENCE SOUTH 44 DEGREES 44 MINUTES 59 SECONDS WEST 109.81 FEET; THENCE NORTH 45 DEGREES 15 MINUTES 24 SECONDS WEST 0.58 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 1; THENCE SOUTH 45 DEGREES 01 MINUTES 09 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT 1 A DISTANCE OF 3.19 FEET TO THE WAST MOST CORNER OF SAID LOT 1; THENCE SOUTH 45 DEGREES 06 MINUTES 27 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1 A DISTANCE OF 24.99 FEET TO THE SOUTH MOST CORNER OF SAID LOT 1; THENCE NORTH 45 DEGREES 01 MINUTES 09 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1 A DISTANCE OF 113.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2A: (PART ABOVE +34.71 C.C.D.):

THAT PART OF LOT 5 IN LILL AND DIVERSEY'S SUBDIVISION OF THE BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29 TOGETHER WITH THAT PART OF LOT 1 IN THE SUBDIVISION OF LOT 6 IN BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29 ALL IN TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING AT AND ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.71 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST MOST CORNER OF SAID LOT 1; THENCE NORTH 45 DEGREES 06 MINUTES 26 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID LOTS 1 AND 5 A DISTANCE OF 26.00 FEET TO THE EAST MOST POINT OF THE PROPERTY LYING ABOVE ELEVATION +34.71 CHICAGO CITY DATUM CONVEYED BY SPECIAL WARRANTY DEED RECORDED MAY 6, 2013 AS DOCUMENT NO. 1312612075; THE

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NEXT 5 COURSES BEING ALONG THE PERIMETER LINES OF THE PROPERTY CONVEYED BY SPECIAL WARRANTY DEED AFORESAID; THENCE SOUTH 44 DEGREES 59 MINUTES 58 SECONDS WEST 66.45 FEET; THENCE SOUTH 45 DEGREES 12 MINUTES 34 SECONDS EAST 1.36 FEET; THENCE SOUTH 44 DEGREES 44 MINUTES 59 SECONDS WEST 43.36 FEET; THENCE NORTH 45 DEGREES 15 MINUTES 24 SECONDS WEST 0.58 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 1; THENCE SOUTH 45 DEGREES 01 MINUTES 09 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT 1 A DISTANCE OF 3.19 FEET TO THE WEST MOST CORNER OF SAID LOT 1; THENCE SOUTH 45 DEGREES 06 MINUTES 27 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1 A DISTANCE OF 24.99 FEET TO THE SOUTH MOST CORNER OF SAID LOT 1; THENCE NORTH 45 DEGREES 01 MINUTES 09 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1 A DISTANCE OF 113.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

THAT PART OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF W. ALTGELD STREET, 296.28 FEET EAST OF THE CENTERLINE OF N. SHEFFIELD AVENUE AND RUNNING THENCE NORTH PARALLEL WITH THE CENTER LINE OF SAID N. SHEFFIELD AVENUE, A DISTANCE OF 100.0 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF A 14 FOOT WIDE VACATED ALLEY TO A POINT ON THE NORTH LINE OF SAID W. ALTGELD STREET, 396.28 FEET EAST OF THE CENTERLINE OF SAID N. SHEFFIELD AVENUE; INTENCE WEST ALONG THE NORTH LINE OF SAID W, ALTGELD STREET, 100.0 FEET TO THE PLACE OF BEGINNING, IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29 IN TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

#### PARCEL 4:

THAT PART OF THE VACATED NORTHWESTERLY 14 FOOT ALFY VACATED BY ORDINANCE RECORDED SEPTEMBER 2, 1987, AS DOCUMENT 87484671, LYING NORTHEASTERLY OF THAT PART OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 AFORESAID DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF W. ALTGELD STREET, 236.28 FEET EAST OF THE CENTER LINE OF N. SHEFFIELD AVENUE: THENCE NORTH PARALLEL WITH THE CENTER LINE OF N. SHEFFIELD AVENUE, 100.0 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID 14 FOOT ALLEY, TO A POINT ON THE NORTH LINE OF W. ALTGELD STREET, 396.28 FEET EAST OF THE CENTER LINE OF N. SHEFFIELD AVENUE; THENCE WEST ALONG THE NORTH LINE OF SAID W. ALTGELD STREET, 100.0 FEET TO THE PLACE OF BEGINNING, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF LOTS 2 THROUGH 9 BOTH INCLUSIVE, IN THE SUBDIVISION OF SAID LOT 6, LYING NORTH OF THE NORTH LINE OF LOT 11 IN THE SUBDIVISION OF SAID LOT 6, LYING NORTH AND NORTHEASTERLY OF THE NORTH AND NORTHEASTERLY LINES OF LOT 12 IN THE SUBDIVISION OF SAID LOT 6, LYING SOUTHEASTERLY AND SOUTHWESTERLY OF THE SOUTHEASTERLY AND SOUTHWESTERLY LINES OF LOT 15 IN THE SUBDIVISION OF SAID LOT 6, LYING EAST OF THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 12 IN THE SUBDIVISION OF SAID LOT 6, LYING NORTHWESTERLY OF THE SOUTHWESTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF LOT 9 IN THE SUBDIVISION OF SAID LOT 6 AND LYING NORTH OF THE SOUTH LINE OF LOT 6, ALL IN CANAL TRUSTEES SUBDIVISION OF THE

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EAST 1/2 OF SECTION 29 IN TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

#### PARCEL 5:

THAT PART OF A NORTHEASTERLY-SOUTHWESTERLY 11.75 FOOT WIDE PUBLIC ALLEY, VACATED BY ORDINANCE RECORDED JULY 27, 2016 AS DOCUMENT NO. 1620915258, LYING NORTHWESTERLY OF AND ADJOINING THAT PART OF THE NORTHWESTERLY LINE OF LOT 15, LYING SOUTHWESTERLY AND ADJOINING THAT PART OF THE SOUTHWESTERLY LINE OF LOT 1: LYING SOUTHEASTERLY AND ADJOINING THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF AFORESAID LOT 1; AND LYING EAST OF AND ADJOINING THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 12, ALL INCLUSIVE, IN THE SUBDIVISION OF LOT 6 IN BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29 IN C, RAN BOK 16 Pr. TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED OCTOBER 5, 1881 IN BOOK 16 PAGE 33 AS DOCUMENT NO. 351383, IN COOK COUNTY, ILLINOIS

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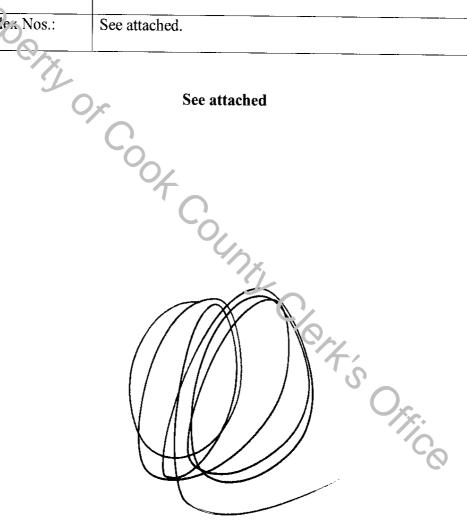
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#### **EXHIBIT B-1**

#### Legal Descriptions of ELEVATE PARCELS

#### Tract 1 and Tract 3:

Common Addresses:	2518 – 2536 North Lincoln Avenue, Chicago, Illinois 60634
Permanent lades Nos.:	See attached.



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#### PERMANENT REAL ESTATE NUMBERS (part of each of the following):

14-29-419-038-0000	14-29-419-039-0000	14-29-419-040-0000
14-29-419-041-1001	14-29-419-041-1002	14-29-419-041-1003
14-29-419-041-1004	14-29-419-041-1005	14-29-419-041-1006
14-29-419-042-1001	14-29-419-042-1002	14-29-419-042-1003
14-29-419-042-1004	14-29-419-042-1005	14-29-419-042-1006
14-29-419-043-1001	14-29-419-043-1002	14-29-419-043-1003
14-29-415-043-1004	14-29-419-043-1005	14-29-419-043-1006
14-29-419-0+4-7001	14-29-419-044-1002	14-29-419-044-1003
14-29-419-044-1004	14-29-419-044-1005	14-29-419-044-1006
14-29-419-045-1001	14-29-419-045-1002	14-29-419-045-1003
14-29-419-045-1004	14-29-419-045-1005	14-29-419-045-1006
14-29-419-046-1001	14-?9-419-046-1002	14-29-419-046-1003
14-29-419-046-1004	14-29-419-046-1005	14-29-419-046-1006
14-29-419-046-1007	14-29-419 043 1008	14-29-419-046-1009
14-29-419-046-1010	14-29-419-046-1011	14-29-419-046-1012
14-29-419-046-1013	14-29-419-046-1014	14-29-419-046-1015
14-29-419-046-1016	14-29-419-046-1017	14-29-419-046-1018
14-29-419-046-1019	14-29-419-046-1020	14-29-419-046-1021
14-29-419-046-1022	14-29-419-046-1023	14-2.9-419-046-1024
14-29-419-046-1025	14-29-419-046-1026	14-29-41 <i>9</i> -046-1027
14-29-419-046-1028	14-29-419-046-1029	14-29-419-046-1030
14-29-419-046-1031	14-29-419-046-1032	14-29-419-046-1033
14-29-419-046-1034	14-29-419-046-1035	14-29-419-046-1036
14-29-419-046-1037	14-29-419-046-1038	14-29-419-046-1039
14-29-419-046-1040	14-29-419-046-1041	14-29-419-046-1042
14-29-419-046-1043	14-29-419-046-1044	14-29-419-046-1045

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14-29-419-046-1046	14-29-419-046-1047	14-29-419-046-1048
14-29-419-046-1049	14-29-419-046-1050	14-29-419-046-1051
14-29-419-046-1052	14-29-419-046-1053	14-29-419-046-1054
14-29-419-046-1055	14-29-419-046-1056	14-29-419-046-1057
14-29-419-046-1058	14-29-419-046-1059	14-29-419-046-1060
14-29-419-046-1061	14-29-419-046-1062	14-29-419-046-1063
14-29-419-046-1064	14-29-419-046-1065	14-29-419-046-1066
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#### **EXHIBIT B-2**

#### **Legal Descriptions of Apollo Parcel**

Common Addresses:	2540-2544 North Lincoln Avenue, Chicago, Illinois 606
Permanent Index Nos.:	14-29-419-014-0000 and 14-29-419-029-0000

#### Tract 2:

THAT PART OF FILE FOLLOWING DESCRIBED PROPERTY TAKEN AS A SINGLE TRACT OF LAND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.71 FEET CHICAGO CITY DATUM (ALL ELEVATIONS HEREINAFTER DESCRIBED ARE CHICAGO CITY DATUM):

TRACT: LOTS 1 THROUGH S. BOTH INCLUSIVE, ALSO LOTS 11, 12 AND 15 (EXCEPT THAT PART OF SAID LOT 15 DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST WESTERLY CORNER OF SAID LOT 15: THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 15, A DISTANCE OF 7.0 FEET; THENCE NORTH 9.89 FEET MORE OR LESS TO THE NORTHWESTERLY LINE OF SAID LOT 15; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 15. A DISTANCE OF 7.0 FEET TO THE PLACE OF BEGINNING) IN THE SUBDIVISION OF LOT 6 IN BLOCK 16 IN CANAL TRUSTEES' SUED VISION OF THE EAST 1/2 OF SECTION 29, TOGETHER WITH THAT PART OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFCRESAID DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LOT OF W. ALTGELD STREET, 296.28 FEET EAST OF THE CENTER LINE OF N. SHEFFIELD AVENUE AND RUNNING THENCE NORTH PARALLEL WITH THE CENTER LINE OF SAID N. SHEFFIELD AVENUE, A DISTANCE OF 100.0 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF A 14 FOOT WIDE VACATED ALLEY TO A POINT ON THE NORTH LINE OF SAID W. ALTGELD STREET, 396.28 FEET EAST OF THE CENTER LINE OF SAID N. SHEFFIELD AVENUE; THENCE WEST ALONG THE NORTH LINE OF SAID W. ALTGELD STREET, 100.0 FEET TO THE PLACE OF BEGINNING, TOGETHER WITH THAT PART OF LOTS 4 AND 5 LYING EAST OF THE EAST LINE OF THAT PART OF SAID LOTS 4 AND 5 ACQUIRED BY THE NORTHWESTERN ELEVATED RAILROAD BY DOCUMENT 2769011 IN LILL AND DIVERSEY'S SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID, TOGETHER WITH THAT PART OF THE VACATED NORTHWESTERLY 14 FOOT ALLEY LYING NORTHEASTERLY OF THAT PART OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION AFORESAID DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF W. ALTGELD STREET, 296.28 FEET EAST OF THE CENTER LINE OF N. SHEFFIELD AVENUE; THENCE NORTH PARALLEL WITH THE CENTER LINE OF N. SHEFFIELD AVENUE, 100.0 FEET;

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THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID 14 FOOT ALLEY, TO A POINT ON THE NORTH LINE OF W. ALTGELD STREET, 396.28 FEET EAST OF THE CENTER LINE OF N. SHEFFIELD AVENUE; THENCE WEST ALONG THE NORTH LINE OF SAID W. ALTGELD STREET, 100.0 FEET TO THE PLACE OF BEGINNING, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF LOTS 2 THROUGH 9 BOTH INCLUSIVE, LYING NORTH OF THE NORTH LINE OF LOT 11, LYING NORTH AND NORTHEASTERLY OF THE NORTH AND NORTHEASTERLY LINES OF LOT 12, LYING SOUTHEASTERLY AND SOUTHWESTERLY OF THE SOUTHEASTERLY AND SOUTHWESTERLY LINES OF LOT 15, LYING EAST OF THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 12, LYING NORTHWESTERLY OF THE SOUTHWESTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF LOT 9 ALL IN THE SUBDIVISION AFORESAID AND LYING NORTH OF THE SOUTH LINE OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 AFORESAID, ALL IN TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE LYTRD PRINCIPAL MERIDIAN, END OF TRACT

SAID PART OF SAID TRACT BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT MOST EASTERLY CORNER OF SAID TRACT (THE MOST EASTERLY CORNER OF SAID TRACT ALSO BEING THE MOST EASTERLY CORNER OF SAID LOT 9); THENCE NORTH 45 DEGREES 05 MINUTES 01 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 249.93 FEET TO THE PLACE OF BEGINNING (THE NORTHEASTERLY LINE OF SAID TRACT ALSO BEING THE SOUTHWESTERLY LINE OF M. LINCOLN AVENUE); THENCE SOUTH 44 DEGREES 46 MINUTES 01 SECONDS WEST, 66.45 FEET; THENCE NORTH 45 DEGREES 11 MINUTES 09 SECONDS WEST, 64.1/1 FEET TO THE MOST WESTERLY WEST LINE OF SAID TRACT; THENCE NORTH 00 DEGREES 42 MINUTES 18 SECONDS EAST ALONG THE MOST WESTERLY WEST LINE OF SAID TRACT, A DISTANCE OF 53.81 FEET TO THE MOST NORTHERLY NORTHWEST LINE OF SAID TRACT (THE MOST NORTHERLY NORTHWEST LINE OF SAID TRACT ALSO BEING THE NORTHWESTERLY LINE OF LOT 4 IN LILL AND DIVERSEY'S SUBDIVISION AFORESAID): THENCE NORTH 45 DEGREES 01 MINUTES 23 SECONDS EAST, ALONG THE MOST NORTHERLY NORTHWEST LINE OF SAID TRACT, A DISTANCE OF 28.0 FEET TO THE MOST NORTHERLY CORNER OF SAID TRACT (THE MOST NORTHERLY CORNER OF SAID TRACT ALSO BEING THE MOST NORTHERLY CORNER OF LOT 4 IN LILL AND DIVERSEY'S SUBDIVISION AFORESAID'; "HENCE SOUTH 45 DEGREES 05 MINUTES 01 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 101.46 FEET TO THE PLACE OF BEGINNING,

TOGETHER WITH THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.71 FEET AND IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT; THENCE NORTH 45 DEGREES 05 MINUTES 01 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 251.0 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 45 DEGREES 01 MINUTES 23 SECONDS WEST, 66.45

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FEET; THENCE NORTH 45 DEGREES 11 MINUTES 09 SECONDS WEST 62.80 FEET TO THE MOST WESTERLY WEST LINE OF SAID TRACT; THENCE NORTH 00 DEGREES 42 MINUTES 18 SECONDS EAST ALONG THE MOST WESTERLY WEST LINE OF SAID TRACT, A DISTANCE OF 53.81 FEET TO THE MOST NORTHERLY NORTHWEST LINE OF SAID TRACT; THENCE NORTH 45 DEGREES 01 MINUTES 23 SECONDS EAST ALONG THE MOST NORTHERLY NORTHWEST LINE OF SAID TRACT, A DISTANCE OF 28.0 FEET TO THE NORTHEASTERLY LINE OF SAID TRACT; THENCE SOUTH 45 DEGREES 05 MINUTES 01 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 100.39 FEET TO THE PLACE OF BEGINNING,

TOGETHER WITH THAT PART OF SAID TRACT WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT; THENCE NORTH 45 DEGREES 05 MINUTES 01 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT, A DISTANCE OF 249.93 FEET; THENCE SOUTH 44 DEGREES 46 MINUTES 01 SECONDS WEST, 66.45 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 44 DEGREES 46 MINUTES 01 SECONDS WEST, 43.36 FEET; THENCE MORTH 45 DEGREES 13 MINUTES 59 SECONDS WEST. 0.58 FEET; THENCE SOUTH 45 DEGREES 01 MINUTES 23 SECONDS WEST, 10.19 FEET TO A SOUTHWESTERLY LINE OF SAID TRACT (SAID SOUTHWESTERLY LINE ALSO BEING THE SOUTHWESTERLY LINE OF LOT 5 IN LILL AND DIVERSEY'S SUBDIVISION AFORESAID) THENCE NORTH 45 DEGREES 05 MINUTES 01 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 11.70 FEET TO THE MOST WESTERLY WEST LINE OF SAID TRACT; THENCE NORTH 00 DEGREES 42 MINUTES 18 SECONDS EAST ALONG THE MOST WESTERLY WEST LINE OF SAID TRACT, A DISTANCE OF 74.55 FEET; THENCE SOUTH 45 DEGREES 11 MINUTES 09 NINC. SECONDS EAST, 64.17 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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ALTA / NSPS Land Title Survey







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