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Doc# 1627317049 Fee \$60.00
RHSP Fee:\$9.00RPRF Fee \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/29/2016 11:41 AM Pg: 1 of 12

1 Prepared by, recording requested by
2 and after recording return to:
3 Michaels Stores, Inc.
4 8000 Bent Branch Drive
5 Irving, Texas 75063
6 Attn: Real Estate Attorney
7 Store No. 1314
8 Property Address: 2484 N Elston Ave
9 Chicago, IL 60647

MEMORANDUM OF SHOPPING CENTER LEASE

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17 1. Effective Date of Lease. July 1, 2016.

18 2. Name and Address of Landlord. CHICAGO TITLE LAND TRUST COMPANY NOT
19 INDIVIDUALLY, BUT SOLELY AS SUCCESSOR TRUSTEE UNDER TRUST AGREEMENT DATED
20 MARCH 24, 1993 AND KNOWN AS TRUST NO. 116762-02, an Illinois land trust having an office at c/o
21 Columbia Equities Limited Partnership, 3611 N. Kedzie Avenue, Chicago, Illinois 60618 Attn: Alan G.
22 Schwartz.

23
24 3. Name and Address of Tenant. MICHAELS STORES, INC., a Delaware corporation,
25 having an office at 8000 Bent Branch Drive, Irving, Texas 75063. Attention: Director of Real Estate
26 Administration.

27
28 4. Description of Premises. Approximately 23,354 (Dimensions 112'10" frontage x 209'6"
29 depth) Leasable Square Feet and being a part of the shopping center (the "Shopping Center") located at
30 2500 N. Elston Avenue in the City of Chicago, County of Cook, State of Illinois, and constructed on land
31 described in Exhibit A attached hereto.

32
33 5. Term of Lease. Commencing on the "Completion Date" of the Lease (as such term is
34 defined in the Lease) and ending on the last day of February, 2027.

35
36 6. Options to Extend. The Lease grants to Tenant successive options to extend the Lease

Yes
1/2
N
N
yes
yes
yes

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1 Term from the date upon which the Lease Term would otherwise expire for two (2) additional periods of
2 five (5) years each.

3
4 7. Restrictions on Construction. Landlord will not create out parcels or pad sites, in addition
5 to the out parcels or pad sites shown on Exhibit B to the Lease. Any buildings, pylon or monument signs
6 constructed on the out parcels or pad sites shall be subject to the following restrictions: (i) no building or
7 improvements constructed on any out parcel or pad site shown on Exhibit B to the Lease shall exceed
8 one (1) story in height, or twenty-three feet (23') in height, inclusive of architectural features, (ii) the
9 buildings on such out parcels or pad sites shall be located only within the building areas set forth on
10 Exhibit B to the Lease, (iii) each building shall comply with Laws, and (iv) any pylon or monument signs
11 erected or constructed on the out parcels or pad sites shall not obstruct the visibility of the pylon or
12 monument signs identifying the Shopping Center or Tenant. The roof line and parapet wall of any other
13 premises in the Shopping Center (other than buildings or improvements constructed on any out parcel or
14 pad site, which shall be subject to the height limitation set forth in the preceding sentence) shall not be
15 higher than the height of the roof line and parapet wall of the Premises. Landlord will not construct or
16 install, or allow any other party to construct or install, other buildings, improvements, machinery or
17 equipment in the parking areas of the Shopping Center shown on Exhibit B to the Lease or on any other
18 area of the Shopping Center, except for temporary staging of construction equipment outside the Critical
19 Area as shown on Exhibit B to the Lease. Landlord acknowledges that the foregoing restrictions on
20 construction constitute a material inducement to Tenant's agreement to enter into the Lease, and any
21 violation of the provisions of this section shall be deemed to be a material breach under the Lease.
22 Except to address an emergency (in which case any such repairs or replacements shall be performed in a
23 manner designed to minimize their impact on Tenant's use and operation of the Premises), Landlord shall
24 not perform (nor permit to be performed) any exterior construction in the Shopping Center during the
25 months of October, November or December after Tenant has opened for business in the Premises.

26
27 8. Prohibited Uses. There exists in the Lease various restrictions upon other uses at the

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1 Shopping Center.

2
3 9. Employee Parking. Landlord will designate, and may from time to time change the
4 designation of, the particular parking areas in the Shopping Center to be used by the employees of the
5 various occupants of the Shopping Center (the "Employee Parking Areas"); provided that the rules for
6 parking in the Shopping Center shall be uniformly imposed upon all tenants of the Shopping Center.
7 Landlord agrees that any designated Employee Parking Areas shall impose no unreasonable burden
8 upon the employees of Tenant and shall impose no greater safety or security risk upon Tenant's
9 employees than any other parking areas of the Shopping Center. As of the Effective Date of the Lease,
10 the "Employee Parking Areas" are shown on Exhibit B to the Lease and Tenant agrees to direct its
11 employees to park in the "Employee Parking Areas" to the extent such parking is available.
12

13 10. Exclusive. Section 16.4.1 of Exhibit C to the Lease provides as follows: "Provided Tenant
14 is operating Tenant's business in the Premises and no Event of Default for failure to pay Minimum Rent
15 has occurred and remains uncured, neither Landlord nor any entity controlled by Landlord will use, lease
16 (or permit the use, leasing or subleasing of) or sell any space in or portion of the Shopping Center (other
17 than the Premises) or any property contiguous to the Shopping Center (including, without limitation, any
18 property that would be contiguous or adjacent to the Shopping Center but for any intervening road, street,
19 alley or highway) owned or controlled now or at any time hereafter by Landlord or any affiliate of
20 Landlord, to any "craft store", store selling arts and crafts, art supplies, craft supplies, picture frames or
21 picture framing services, framed art, artificial flowers and/or plants, artificial floral and/or plant
22 arrangements, holiday themed décor, decorations and costumes, wedding goods (except apparel), party
23 goods, scrapbooking/memory book store, or a store selling scrapbooking/memory book supplies,
24 accessories, and/or decorations or other papercrafting (e.g. making greeting cards, gift bags, tags, and
25 other related or similar items) supplies, accessories and/or decorations associated with the foregoing, or
26 providing classes on any of the foregoing or any combination of the foregoing categories, or any store
27 similar to Tenant in operation or merchandising. This Section 16.4.1 shall not apply to (A) any lessee

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1 whose lease was fully executed on the Effective Date hereof and is identified on Exhibit I to the Lease as
2 an "Existing Lease Not Subject to Tenant's Exclusive;" provided, however, that this exception shall not
3 apply if (i) Landlord permits or agrees to an expansion of the premises for any such permitted use which
4 violates Tenant's exclusive, except as may be permitted under the terms set forth in such existing lease,
5 or (ii) Landlord permits or agrees to the change of a permitted use by any such lessee or its successors
6 or assigns, except as may be permitted under the terms set forth in such existing lease, or (iii) Landlord
7 permits or agrees to an assignment or sublease of such existing lease if Landlord may avoid the granting
8 of such permission without violating the terms of such existing lease, or (iv) Landlord has the right, by
9 virtue of the provisions of the existing lease, to cause said lessee to honor the exclusive granted to
10 Tenant by giving said existing lessee notice of this exclusive or otherwise, or (B)) any lessee for which
11 the sale of a product or service covered by the exclusive granted to Tenant hereunder is merely incidental
12 to such lessee's primary use, unless the total space which such lessee devotes to the products or
13 services which violate the exclusive contained in this Section 16.4.1 exceeds the lesser of one thousand
14 (1,000) Leasable Square Feet (inclusive of allocable aisle space and linear shelf space) or five percent
15 (5%) of such lessee's Leasable Square Feet; and further provided, in no event shall this exception for
16 incidental use apply to picture framing services, it being the intention that no other lessee or occupant of
17 the Shopping Center shall be permitted to offer picture framing services not even on an incidental basis.
18 The operation in the Shopping Center of a typical "Hallmark" store shall be deemed not a violation of this
19 Section 16.4.1; provided that such typical Hallmark store operates in the same manner as a typical
20 Hallmark store operates as of the Effective Date of the Lease and further provided that such Hallmark
21 store shall not exceed Seven Thousand Five Hundred (7,500) Leasable Square Feet. Further, Tenant
22 hereby acknowledges that a typical "wedding wear" store, such as David's Bridal, shall not be a violation
23 of this Section 16.4.1, provided such typical "wedding wear" store operates in the same manner as a
24 typical "wedding wear" store operates as of the Effective Date of the Lease.

25
26 If, for a period of twelve (12) consecutive months, Tenant fails to operate Tenant's business
27 (other than for reasons beyond Tenant's reasonable control) or changes its use such that for two (2) full

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1 seasonal sales cycles it is no longer selling items covered by the exclusive granted in this Section 16.4.1,
2 Tenant shall no longer have an exclusive right as to the specific item not sold but described in this
3 Section 16.4.1; provided, however, in the event Tenant recommences its business in the Premises or
4 again sells or offers the items or services covered by this Section 16.4.1, then, upon Landlord's receipt of
5 notice of such recommencement, the exclusive granted to Tenant hereunder shall again be effective, and
6 any leases executed during the interim period during which this exclusive was not effective, shall be
7 deemed to be an "Existing Lease Not Subject to Tenant's Exclusive."

8
9 This instrument is intended to be only a Memorandum of Lease in respect to the Lease, to which Lease
10 reference is made for the full agreement between the parties. This Memorandum is not intended to
11 modify any term, provision or condition of the Lease and to the extent of any conflict between this
12 Memorandum and the Lease, the Lease will control.

13 [THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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EXECUTED this 15th day of July, 2016.

TENANT

MICHAELS STORES, INC.,
a Delaware corporation

**COOK COUNTY
RECORDER OF DEEDS**

By: *Lance Veiby*
Name: Lance Veiby
Title: SVP - Real Estate, Development & Construction

ATTEST

By: *Janet S. Morehouse*
Name: Janet S. Morehouse
Title: Assistant Secretary

Date of Execution By Tenant:

June 20, 2016

**COOK COUNTY
RECORDER OF DEEDS**

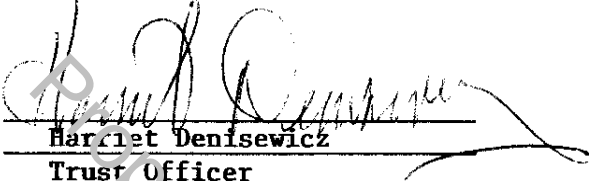
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LANDLORD

CHICAGO TITLE LAND TRUST COMPANY NOT INDIVIDUALLY, BUT SOLELY AS SUCCESSOR TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 24, 1993 AND KNOWN AS TRUST NO. 116762-02,
an Illinois land trust

By: 
Name: Harriet Denisewicz
Title: Trust Officer



ATTEST

ATTESTATION NOT REQUIRED PURSUANT TO CORPORATE BYLAWS

By: _____
Name: _____
Title: _____

Date of Execution By Landlord:
July 1st, 2016

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assured by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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ACKNOWLEDGEMENTS

TENANT

STATE OF TEXAS

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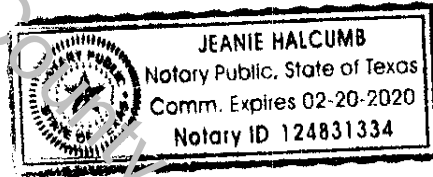
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Lance Weibye, SVP – Real Estate, Development & Construction of MICHAELS STORES, INC., a Delaware corporation, who acknowledged that he was duly authorized to execute this agreement on behalf of said corporation.

GIVEN under my hand and seal of office this 20th day of June, 2016.

Jeanie Halcumb
Notary Public in and for the
State of Texas

Notary's Printed Name
My Commission Expires: _____



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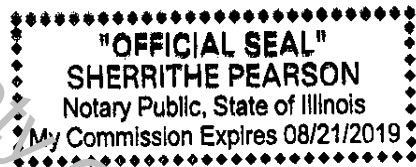
STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Harriet Denisewicz, Trust Officer of Chicago Title Land Trust Company personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trust Officer appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and said officer did also then and there acknowledged that she as custodian of the corporate seal of corporation did affix said corporate seal of said corporation to said instrument as her own free and voluntary act, as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my name and notarial seal this 1st day of July, 2016.



NOTARY PUBLIC



Cook County Clerk's Office

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EXHIBIT A
TO
MEMORANDUM OF SHOPPING CENTER LEASE

LEGAL DESCRIPTION

TRACT 1:

THAT PART OF LOT 1 IN THE RESUBDIVISION OF LOTS 1 AND 2 OF OWNERS DIVISION OF LOT 12 IN ASSESSOR'S SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE (66.00 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF NORTH LEAVITT STREET (66.00 FEET WIDE), SAID SOUTHEASTERLY LINE BEING ALSO THE NORTHWESTERLY LINE OF SAID LOTS 1 AND 2; THENCE SOUTH 41 DEGREES 25 MINUTES 17 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE, 175.99 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 47 DEGREES 42 MINUTES 28 SECONDS EAST, 234.76 FEET; THENCE SOUTH 42 DEGREES 22 MINUTES 13 SECONDS WEST, 165.50 FEET; THENCE NORTH 47 DEGREES 41 MINUTES 50 SECONDS WEST, 232.02 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF NORTH LEAVITT STREET; THENCE NORTH 41 DEGREES 25 MINUTES 17 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE, 165.47 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TRACT 2:

THAT PART OF LOTS 1 AND 2 IN THE RESUBDIVISION OF LOTS 1 AND 2 OF OWNERS DIVISION OF LOT 12 IN ASSESSOR'S SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE (66.00 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF NORTH LEAVITT STREET (66.00 FEET WIDE), SAID SOUTHEASTERLY LINE BEING ALSO THE NORTHWESTERLY LINE OF SAID LOTS 1 AND 2; THENCE SOUTH 41 DEGREES 25 MINUTES 17 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE, 341.46 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 41 DEGREES 25 MINUTES 17 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE, 59.99 FEET; THENCE SOUTH 47 DEGREES 46 MINUTES 41 SECONDS EAST, 220.97 FEET; THENCE NORTH 42 DEGREES 23 MINUTES 42 SECONDS EAST, 59.67 FEET; THENCE NORTH 47 DEGREES 41 MINUTES 50 SECONDS WEST, 221.99 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TRACT 3:

THAT PART OF LOTS 1, 5, AND 6 IN THE RESUBDIVISION OF LOTS 1 AND 2 OF OWNERS DIVISION OF LOT 12 IN ASSESSOR'S SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE (66.00 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF NORTH LEAVITT STREET (66.00 FEET WIDE), SAID SOUTHEASTERLY LINE BEING ALSO THE NORTHWESTERLY LINE OF SAID LOTS 1 AND 2; THENCE SOUTH 41 DEGREES 25 MINUTES 17 SECONDS WEST, 175.99 FEET; THENCE SOUTH 47 DEGREES 42 MINUTES 28 SECONDS EAST, 234.76 FEET; THENCE SOUTH 42 DEGREES 22 MINUTES 13 SECONDS WEST, 7.87 FEET; THENCE SOUTH 47 DEGREES 29 MINUTES 04 SECONDS EAST, 124.65 FEET; THENCE NORTH 42 DEGREES 35 MINUTES 12 SECONDS EAST, 4.33 FEET; THENCE SOUTH 47 DEGREES 24 MINUTES 48 SECONDS EAST, 65.29 FEET; THENCE NORTH 42 DEGREES 35 MINUTES 13 SECONDS EAST, 30.68 FEET; THENCE SOUTH 47 DEGREES 39 MINUTES 55 SECONDS EAST, 20.88 FEET; THENCE NORTH 42 DEGREES 13 MINUTES 19 SECONDS EAST, 149.65 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF NORTH ELSTON STREET; THENCE NORTH 47 DEGREES 42 MINUTES 16 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE,

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

TRACT 4:

THAT PART OF LOTS 1, 5 AND 6 IN THE RESUBDIVISION OF LOTS 1 AND 2 OF OWNERS DIVISION OF LOT 12 IN ASSESSOR'S SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE (66.00 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF NORTH LEAVITT STREET (66.00 FEET WIDE), SAID SOUTHEASTERLY LINE BEING ALSO THE NORTHWESTERLY LINE OF SAID LOTS 1 AND 2; THENCE SOUTH 41 DEGREES 25 MINUTES 17 SECONDS WEST, 175.99 FEET; THENCE SOUTH 47 DEGREES 42 MINUTES 28 SECONDS EAST, 234.76 FEET; THENCE SOUTH 42 DEGREES 22 MINUTES 13 SECONDS WEST, 7.87 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 47 DEGREES 29 MINUTES 04 SECONDS EAST, 124.65 FEET; THENCE SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 30.16 FEET; THENCE NORTH 47 DEGREES 24 MINUTES 48 SECONDS WEST, 12.67 FEET; THENCE SOUTH 42 DEGREES 35 MINUTES 07 SECONDS WEST, 10.35 FEET; THENCE NORTH 47 DEGREES 38 MINUTES 06 SECONDS WEST, 2.46 FEET; THENCE SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 2.93 FEET; THENCE NORTH 47 DEGREES 37 MINUTES 45 SECONDS WEST, 1.18 FEET; THENCE SOUTH 42 DEGREES 13 MINUTES 35 SECONDS WEST, 173.30 FEET; THENCE NORTH 47 DEGREES 43 MINUTES 41 SECONDS WEST, 118.67 FEET; THENCE NORTH 42 DEGREES 23 MINUTES 42 SECONDS EAST, 59.67 FEET; THENCE SOUTH 47 DEGREES 41 MINUTES 50 SECONDS EAST, 10.03 FEET; THENCE NORTH 42 DEGREES 22 MINUTES 13 SECONDS EAST, 157.63 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TRACT 5A:

THAT PART OF LOTS 5 AND 6 IN THE RESUBDIVISION OF LOTS 1 AND 2 OF OWNERS DIVISION OF LOT 12 IN ASSESSOR'S SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE (66.00 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF NORTH LEAVITT STREET (66.00 FEET WIDE), SAID SOUTHEASTERLY LINE BEING ALSO THE NORTHWESTERLY LINE OF SAID LOTS 1 AND 2; THENCE SOUTH 41 DEGREES 25 MINUTES 17 SECONDS WEST, 175.99 FEET; THENCE SOUTH 47 DEGREES 42 MINUTES 28 SECONDS EAST, 234.76 FEET; THENCE SOUTH 42 DEGREES 22 MINUTES 13 SECONDS WEST, 7.87 FEET; THENCE SOUTH 47 DEGREES 29 MINUTES 04 SECONDS EAST, 124.65 FEET; THENCE SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 6.14 FEET TO THE POINT OF BEGINNING, HEREINAFTER REFERRED TO AS POINT "A", DEFINING A HORIZONTAL AND VERTICAL AREA THAT HAS NO LOWER VERTICAL LIMIT AND A VARIABLE CEILING ELEVATION HEIGHT WHICH BOUNDS THE UPPER VERTICAL EXTENTS AND IS REFERENCED ALONG THE FOLLOWING DESCRIBED LINES (STARTING AT THE POINT OF BEGINNING HAVING AN ELEVATION OF 28.76, BASED ON CITY OF CHICAGO DATUM); THENCE CONTINUING SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 0.45 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.76; THENCE CONTINUING SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 9.25 FEET FOLLOWING A DECLINING PLANE TO AN ELEVATION OF 27.60; THENCE CONTINUING SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 14.00 FEET FOLLOWING AN INCLINING PLANE TO AN ELEVATION OF 28.18; THENCE CONTINUING SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 0.32 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.18; THENCE NORTH 47 DEGREES 24 MINUTES 48 SECONDS WEST, 12.67 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.18; THENCE SOUTH 42 DEGREES 35 MINUTES 07 SECONDS WEST, 10.35 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.18; THENCE NORTH 47 DEGREES 38 MINUTES 06 SECONDS WEST, 2.46 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.18; THENCE SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 2.93 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.18; THENCE NORTH 47 DEGREES 37 MINUTES 45 SECONDS WEST, 1.18 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.18; THENCE SOUTH 42 DEGREES 13 MINUTES 35 SECONDS WEST, 30.73 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.18; THENCE CONTINUING SOUTH 42 DEGREES 13 MINUTES 35 SECONDS WEST, 22.17 FEET FOLLOWING A DECLINING PLANE TO AN ELEVATION OF 26.85; THENCE CONTINUING SOUTH 42 DEGREES 13 MINUTES 35 SECONDS WEST, 22.42 FEET FOLLOWING A DECLINING PLANE TO AN ELEVATION OF 25.52; THENCE SOUTH 47

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DEGREES 24 MINUTES 48 SECONDS EAST, 90.07 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 25.52; THENCE NORTH 42 DEGREES 50 MINUTES 52 SECONDS EAST, 22.43 FEET FOLLOWING AN INCLINING PLANE TO AN ELEVATION OF 26.85; THENCE CONTINUING NORTH 42 DEGREES 50 MINUTES 52 SECONDS EAST, 22.17 FEET FOLLOWING AN INCLINING PLANE TO AN ELEVATION OF 28.18; THENCE CONTINUING NORTH 42 DEGREES 50 MINUTES 52 SECONDS EAST, 44.33 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.18; THENCE CONTINUING NORTH 42 DEGREES 50 MINUTES 52 SECONDS EAST, 6.03 FEET FOLLOWING A DECLINING PLANE TO AN ELEVATION OF 27.93; THENCE NORTH 47 DEGREES 24 MINUTES 48 SECONDS WEST, 9.38 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 27.93; THENCE NORTH 42 DEGREES 35 MINUTES 13 SECONDS EAST, 7.98 FEET FOLLOWING A DECLINING PLANE TO AN ELEVATION OF 27.60; THENCE CONTINUING NORTH 42 DEGREES 35 MINUTES 13 SECONDS EAST, 9.18 FEET FOLLOWING AN INCLINING PLANE TO AN ELEVATION OF 28.76; THENCE CONTINUING NORTH 42 DEGREES 35 MINUTES 13 SECONDS EAST, 8.72 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.76; THENCE NORTH 47 DEGREES 27 MINUTES 58 SECONDS WEST, 17.40 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.76; THENCE SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 8.19 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.76; THENCE NORTH 47 DEGREES 24 MINUTES 48 SECONDS WEST, 47.90 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.76 TO THE POINT OF BEGINNING;

TOGETHER WITH

THAT PART OF LOTS 5 AND 6 IN THE RESUBDIVISION OF LOTS 1 AND 2 OF OWNERS DIVISION OF LOT 12 IN ASSESSOR'S SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT SAID POINT "A", SAID POINT ALSO DEFINING A PORTION OF SAID HORIZONTAL AND VERTICAL AREA THAT HAS NO LOWER VERTICAL LIMIT AND A HORIZONTAL PLANE WHICH BOUNDS THE UPPER VERTICAL EXTENTS, HAVING AN ELEVATION OF 23.73 (BASED ON CITY OF CHICAGO DATUM) AND IS REFERENCED ALONG THE FOLLOWING DESCRIBED LINES (STARTING AT SAID POINT "A"); THENCE NORTH 42 DEGREES 35 MINUTES 12 SECONDS EAST, 10.46 FEET; THENCE SOUTH 47 DEGREES 24 MINUTES 48 SECONDS EAST, 65.29 FEET; THENCE SOUTH 42 DEGREES 35 MINUTES 13 SECONDS WEST, 2.26 FEET; THENCE NORTH 47 DEGREES 27 MINUTES 58 SECONDS WEST, 17.40; THENCE SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 8.19 FEET; THENCE NORTH 47 DEGREES 24 MINUTES 48 SECONDS WEST, 47.90 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

NOTE: ALL DIMENSIONS ARE MEASURED ALONG THE HORIZONTAL PLANES OF THE FLOOR AND GROUND SURFACES DESCRIBED HEREIN.

SITE BENCHMARK: (CITY OF CHICAGO DATUM) FINISH FLOOR OF TENNIS CLUB BUILDING AT 2020 W. FULLERTON AVENUE. ELEVATION = 13.30.