

CORRECTIVE RECORDING AFFIDAVIT

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THIS FORM IS PROVIDED COMPLIMENTS OF KAREN A. YARBROUGH, COOK COUNTY RECORDER OF DEEDS, AS A COURTESY FORM WHICH MAY BE USED TO DETAIL A DESIRED CORRECTION TO A PREVIOUSLY RECORDED DOCUMENT. CUSTOMER'S MAY USE THEIR OWN AFFIDAVIT AS WELL, BUT IT MUST INCLUDE ALL OF THE BELOW REQUIRED INFORMATION. THIS FORM DOES NOT CONSTITUTE LEGAL ADVICE.



Doc# 1720729112 Fee \$106.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 07/26/2017 04:34 PM PG: 1 OF 35

PREPARER: MARC CERVANTES

THE COOK COUNTY RECORDER OF DEEDS (CCRD) NO LONGER ACCEPTS RE RECORDINGS, BUT INSTEAD OFFERS CORRECTIVE RECORDINGS. DOCUMENTS ATTEMPTING TO UPDATE A PREVIOUSLY RECORDED DOCUMENT MUST INCLUDE THE FOLLOWING INFORMATION, PLUS A CERTIFIED COPY OR THE ORIGINAL.

I, MARC CERVANTES THE AFFIANT, do hereby swear or affirm, that the attached document with the document number: 171181907, which was recorded on: 4/28/17 by the Cook County Recorder of Deeds, in the State of Illinois, contained the following ERROR, which this affidavit seeks to correct:

DETAILED EXPLANATION (INCLUDING PAGE NUMBER(S), LOCATION, PARAGRAPH, ETC.) OF ERROR AND WHAT THE CORRECTION IS. USE ADDITIONAL SHEET IF MORE SPACE NEEDED FOR EXPLANATION OR SIGNATURES.

Add the following PIN to exhibit B, pg 22: 20-06-100-125

Record this document against the PIN listed.

Furthermore, I, MARC CERVANTES, THE AFFIANT do hereby swear or affirm, that this submission includes a CERTIFIED COPY OR THE ORIGINAL DOCUMENT, and this Corrective Recording Affidavit is being submitted to correct the aforementioned error. Finally, this correction was approved and/or agreed to by the original GRANTOR(S) and GRANTEE(S), as evidenced by their notarized signature's below (or on a separate page for multiple signatures).

RESIDENT PARK, LLC

PRINT GRANTOR NAME ABOVE

GRANTOR SIGNATURE ABOVE

7/17/17

DATE AFFIDAVIT EXECUTED

TJD, LTD

PRINT GRANTEE NAME ABOVE

GRANTEE SIGNATURE

DATE AFFIDAVIT EXECUTED

GRANTOR/GRANTEE 2 ABOVE

GRANTOR/GRANTEE 2 SIGNATURE

DATE AFFIDAVIT EXECUTED

PRINT AFFIANT NAME ABOVE

AFFIANT SIGNATURE ABOVE

DATE AFFIDAVIT EXECUTED

NOTARY SECTION TO BE COMPLETED AND FILLED OUT BY WITNESSING NOTARY

STATE: IL)

COUNTY: Cook)

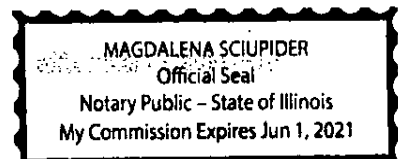
SS

Subscribed and sworn to me this 17th day of July, 2017

Magdalena Sciuipider

PRINT NOTARY NAME ABOVE

NOTARY SIGNATURE ABOVE



7-17-2017

DATE AFFIDAVIT NOTARIZED

Bm

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THIS DOCUMENT PREPARED AND THE RECORDED DOCUMENT SHOULD BE RETURNED TO:

Lattas Law Office
3660 West Irving Park Road, 2nd Floor
Chicago, Illinois, 60618
Attention: George Lattas

Doc# 1711819077 Fee \$102.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

GAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/28/2017 03:22 PM PG: 1 OF 33

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "**Agreement**") is made and entered into this ____ day of April, 2017 ("**Effective Date**"), by and among President Park, LLC an Illinois limited liability company ("**PP Parcel Owner**"), and Chicago Title Land Trust Company, as Successor Trustee to National Boulevard Bank of Chicago, Trust Agreement dated October 23, 1986 and known as Trust Number 8369 by and through T & B LTD, an Illinois corporation ("**TB Parcel Owner**"), as beneficiary.

WITNESSETH

WHEREAS, PP Parcel Owner is the title and fee owner of that property commonly known as 2101 West Pershing Road, Chicago, Illinois more fully described in Exhibit A, attached hereto and made a part hereof ("**PP Parcel**");

WHEREAS, TB Parcel Owner is the title and fee owner of that property commonly known as 4010 South Damen Avenue, Chicago, Illinois more fully described in Exhibit B, attached hereto and made a part hereof ("**TB Parcel**"). The PP Parcel and TB Parcel are sometimes collectively referred to herein as "**Parcels**";

WHEREAS, PP Parcel Owner and TB Parcel owner entered into that certain Agreement to Rezone and Create Easement dated January, 2017 ("**Initial Agreement**") to, among other things, facilitate TB Parcel Owner's development of the TB Parcel as an asphalt plant ("**TB Desired Use**");

WHEREAS, PP Parcel Owner desires to develop the tract of land within the PP Parcel as a mixed-use commercial and residential community ("**PP Desired Use**"). TB Desired Use and PP Desired Use are sometimes collectively referred to herein as "**Desired Uses**".

WHEREAS, in order to develop the TB Development Tract for the TB Desired Use, TB Parcel Owner requested and PP Parcel Owner agreed to petition the City of Chicago for rezoning of PP Parcel from the Original Zoning to C1 ("**Rezone**") as further described in the Initial Agreement;

WHEREAS, the PP Parcel is currently zoned as PD-934 ("**Original Zoning**") and PP Parcel Owner petitioned the City of Chicago for rezone of the PP Parcel on January 25, 2017;

WHEREAS, as a material inducement for PP Parcel Owner agreeing to Rezone, TB Parcel Owner agreed to execute this Easement Agreement and that certain lease agreement of even date hereto, pursuant to the Initial Agreement, as amended and incorporated herein by reference;

CCRD REVIEW 

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WHEREAS, TB Parcel Owner desires to grant to PP Parcel Owner, subject to the terms and conditions set forth in this Agreement, a perpetual easement for the purpose of access, ingress, and egress over the TB Parcel ("**Access Easement**") along the East end of the PP Parcel and onto that portion of the TB Parcel more fully described in Exhibit C attached hereto and made a part hereof ("**Access Easement Parcel**") and for the benefit of the PP Parcel;

WHEREAS, PP Parcel Owner desires to grant to TB Parcel Owner, subject to the terms and conditions set forth in this Agreement, a perpetual sewer/utility easement ("**Sewer/Utility Easement**"), for the purpose of connecting a sewer line from the TB Parcel to the existing sewer line located along the underground portion of the PP Parcel more fully described in Exhibit D attached hereto and made a part hereof, ("**Sewer/Utility Easement Parcel**") and for the benefit of the TB Parcel;

WHEREAS, The site plans attached hereto and made a part hereof as Exhibit E depict the location of the Wall (as subsequently defined), the TB Parcel, PP Parcel, location of the Access Easement Parcel, Sewer/Utility Easement Parcel and the Leased Premises (as subsequently defined).

WHEREAS, TB Parcel Owner and PP Parcel Owner desire by this Agreement to provide for the efficient development and operation of their Desired Uses and the improvements located thereon from time to time, by providing for, declaring and creating certain easements, covenants and restrictions against and affecting each parcel for the benefit of the other parcel, on the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by PP Parcel Owner and TB Parcel Owner, the parties hereby agree that the following restrictions and easements contained herein shall (i) exist at all times hereafter among all parties having or acquiring an interest in the Parcels, or any one of them, (ii) shall be binding and inure to the benefit of the owners from time to time of the Parcels, (iii) shall run with the land, and (iv) the Parcels shall be owned, held, mortgaged, leased or otherwise encumbered, transferred, assigned, sold, conveyed and accepted subject to this Agreement.

1. Incorporation of Recitals; Statement of Authority

- a. The foregoing recitals are true and correct and are expressly incorporated into this Agreement as if fully set forth in this Paragraph 1.
- b. TB Parcel Owner represents and warrants that (i) it is the fee simple owner of the Access Easement Parcel, and that the Access Easement Parcel is encumbered only by easements, agreements, liens and restrictions of record, and the lien of non-delinquent real estate taxes and assessments and (ii) it has the right to grant and convey the easements herein and all necessary organizational consents and requirements to execute this instrument have been obtained and satisfied.
- c. PP Parcel Owner represents and warrants that (i) it is the fee simple owner of the Sewer/Utility Easement Parcel, and that the Sewer/Utility Easement Parcel is encumbered only by easements, agreements, liens and restrictions of record, and the lien of non-delinquent real estate taxes and assessments and (ii) it has the right to grant and convey the easements herein and all necessary organizational consents and requirements to execute this instrument have been obtained and satisfied.

2. Access Easement

- a. Grant and Use

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- i. Subject to the terms and conditions set forth herein, TB Parcel Owner hereby grants to PP Parcel Owner its successors and assigns, for PP Parcel Owner's use and PP Parcel Owner's employees, agents, customers, vendors, suppliers, visitors, invitees, licenses, tenants, subtenants, concessionaires (collectively, "**Permittees**"), a perpetual, non-exclusive easement for purposes of vehicular ingress, egress over, upon and across access points and driveway and roadway areas on the Access Easement Parcel depicted in Exhibit C attached hereto and incorporated herein by reference as the same may be constructed, reconstructed, maintained, configured, re-configured, or modified for such use so as to provide a constant source of access to and from the east portion of PP Parcel and Seeley Avenue. "Vehicular" shall include both commercial and non-commercial vehicles which shall include but not be limited to trucks, tractor-trailers, and other commercial motor vehicles used to transport people and property. The easements herein established shall be appurtenant to and at all times all for the benefit of the PP Parcel and shall be at all times binding on, enforceable against and burden the TB Parcel.
- ii. The Parties acknowledge that as a material inducement for PP Parcel Owner to enter into this Agreement, TB Parcel Owner shall construct the Wall and the Gate (as subsequently defined) at its sole cost and expense upon the earlier of (a) the opening of the TB Parcel for business, or (b) one (1) year after the Effective Date hereof. For the purposes of this Agreement, the term "**Wall**" shall mean a 14-foot Gabion wall located on the outer edges of the perimeter of the PP Parcel, but contained wholly on the PP Parcel as shown on Exhibit E, or some alternative material at the sole discretion of the PP Parcel Owner, provided that such alternative material shall cost the same or less to procure and install. The Wall shall at all times block visibility of the TB Parcel from the entire perimeter of the PP Parcel, and shall be at least fourteen (14) feet high. For the purposes of this Agreement, the term "**Gate**" means the access point to and from the PP Parcel and Access Easement Parcel separated by a gate between the Wall that shall restrict access onto the PP Parcel from the Access Easement to those persons permitted onto the PP Parcel by the PP Parcel Owner from time to time. TB Parcel Owner shall construct and install the Gate at a location, of a design, and with new materials selected by PP Parcel Owner in its discretion.
- iii. If TB Parcel Owner shall breach its obligations under this Section 2(b)(ii) and the same is not cured after ten (10) days written Notice, then TB Parcel Owner shall be in Default of this Agreement, PP Parcel Owner shall have all rights and remedies available at law, at equity and under this Agreement including but not by way of limitation the right, but not the obligation, to construct the Wall, and TB Parcel Owner shall all fees, materials, penalties, overhead, profit, and costs related thereto, with interest at the Interest Rate commencing on the date PP Parcel Owner issues TB Parcel Owner an invoice therefor, which invoice shall be due and payable upon demand. If PP Parcel Owner elects to cure TB Parcel's Owner's default hereunder, then TB Parcel Owner shall be deemed to have granted PP Parcel Owner its agents, invitees, and contractors a temporary license for access over and across TB Parcel to the extent necessary to consummate such cure.

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- iv. The easements granted in this Paragraph 2 shall be used and enjoyed by PP Parcel Owner and Permittees in such a manner so as not to unreasonably interfere with or obstruct the conduct and operations of TB Parcel and shall in no event prevent ingress or egress to or from TB Parcel, nor shall PP Parcel Owner do any act which shall unreasonably interfere with anyone other than Permittees' use of the TB Parcel. Similarly, TB Parcel Owner shall not unreasonably interfere with or obstruct PP Parcel Owner's or Permittees' use of the Access Easement Parcel. PP shall use the Access Easement in compliance with the provisions of this Agreement and all laws, ordinances, statutes, and regulations promulgated by any governmental or quasi-governmental authority having jurisdiction over the Parcels or any work or thing done thereon ("**Applicable Laws**").

3. Sewer/Utility Easement

a. Grant and Use

- i. Subject to the terms and conditions set forth in this Agreement, PP Parcel Owner hereby grants to TB Parcel Owner its successors and assigns a perpetual, non-exclusive easement under the Sewer/Utility Easement Parcel, depicted in Exhibit D attached hereto and incorporated herein by reference for purposes of connecting and installing utility lines, specifically, electricity, water, gas, sewer, and telephone, from the TB Parcel to and along that sewer line on the PP Parcel. The easements herein established shall be appurtenant to and at all times all for the benefit of the TB Parcel and shall be binding on, enforceable against and burden the PP Parcel.
- ii. The easements granted in this Paragraph 3 ("**Sewer/Utility Easement**") shall be used and enjoyed by TB Parcel Owner in such a manner so as not to interfere with or obstruct the conduct and operations of PP Parcel. TB Owner shall use the Utility Easement in compliance with the provisions of this Agreement and all Applicable Laws.
- iii. TB Parcel Owner has made its own investigation of the physical condition of the Sewer/Utility Easement Parcel and agrees that it is accepting the easement in its present condition **AS-IS, WHERE-IS, WITH ALL FAULTS**.

4. Construction, Maintenance, Reconstruction

- a. TB Parcel Owner shall construct and install the Wall, the Gate, and the Permitted Work (as defined below) (collectively, the "**Work**") at TB's sole cost and expense, performed in a first-class and workmanlike manner and in accordance with the specifications contained in this Agreement and all Applicable Laws. PP Parcel Owner shall at no time be responsible for or obligated in any way to pay for or contribute to the costs for any Work or for any subsequent costs related to the Sewer/Utility Easement Parcel or the Access Easement Parcel.
- b. Subject to the terms contained herein, PP Parcel Owner grants TB Parcel Owner its agents, invitees, and contractors a temporary license for access over and across the Sewer/Utility

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Easement Parcel and the PP Parcel to the extent necessary for TB Parcel Owner to construct, install, maintain, repair, and replace (a) the improvements upon the Sewer/Utility Easement Parcel for the Sewer/Utility Easement ("**Permitted Work**"), (b) the Wall, and (c) the Gate provided however, that such license shall be in effect only during period when actual construction and/or maintenance is being performed, and provided further that the use of such license shall not unreasonably interfere with the use and operation of any business conducted on the PP Parcel by PP Parcel Owner, its tenants or occupants.

- c. TB Parcel Owner shall at all times and at its sole expense construct, maintain, repair, reconstruct, and/or reconstruct the Access Easement Parcel in a first-class, clean and good condition for the ongoing, unobstructed, and safe use of the Access Easement by PP Parcel Owner and its Permittees. In the event that TB Parcel Owner defaults under its obligations under this Paragraph 2(b), PP Parcel Owner shall have the right, but not the obligation, after 30 days written notice to TB Parcel Owner, to make such repairs and TB Parcel Owner shall reimburse all costs associated therewith at the Interest Rate accruing commencing on the date PP Parcel Owner provides TB Parcel Owner with an invoice thereof, which invoice shall be due upon demand.
- d. After the construction of the Wall and the Gate by TB Parcel Owner, PP Parcel Owner shall maintain the Wall and the Gate at its sole cost and expense.
- e. TB Parcel Owner shall at its sole cost and expense promptly pay for the Work, shall complete the Work as quickly as possible, and shall promptly clean and restore the affected portion of the PP Parcel to a condition which is equal or better than the condition that existed prior to the commencement of such Work.
- f. If a dispute exists between the contractors, laborers, suppliers and/or other connected construction activities and the same is not resolved for a period of three (3) business days, PP Parcel Owner shall have the right to prohibit such contractors, laborers, suppliers and/or others working for TB Parcel Owner from using the PP Parcel; provided, however, once any dispute is resolved, the prohibition shall automatically cease.
- g. TB Parcel Owner shall replace, repair, and reimburse PP Parcel Owner for the cost of replacement or repair of physical damage to the PP Parcel and any improvements thereupon, whether or not within the Sewer/Utility Easement Parcel, caused solely by TB Parcel Owner or its agents, invitees, independent contractors or any utility company.
- h. No Work shall ever impair any lateral support or subjacent support for any improvements on, under, over and across the PP Parcel.
- i. Prior to TB Parcel Owner performing or causing its agents, invitees, contractors or any utility company to go upon, and perform any Work:
 - i. TB Parcel Owner shall give at least fifteen (15) days' prior written notice ("**Work Notice**") describing the Work to be completed, the start date, the anticipated completion date, the names of all contractors engaged for such Work, the contact information for the foreman in charge of the site where the work will be performed, and copies of all plans, drawings, blueprints, specifications, licenses, permits and authorizations relating thereto including proposed construction techniques

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required by PP Parcel owner in its reasonable discretion, and any license TB Parcel Owner requires for access onto the PP Parcel;

- ii. TB Parcel Owner shall not commence any Work without the affirmative written consent of PP Parcel Owner, which shall not be unreasonably delayed or withheld. If PP Parcel Owner does not provide such written approval within fifteen (15) days after PP Parcel Owner's receipt of the Work Notice, PP Parcel Owner shall be deemed to have approved the work. If PP Parcel Owner does not approve the work described in the Work Notice, it shall do so in writing specifically describing the reasons for such disapproval.
- iii. TB Parcel Owner shall obtain: (i) a policy of General Liability Insurance policies of insurance with respect to the Sewer/Utility Easement, the Permitted Work and other work conducted thereon not less than One Million Dollars (\$1,000,000) combined single limit per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, in broad form coverage, which policy shall include contractual liability coverage; (ii) Builder's risk insurance during the period that TB Owner does any work, including the Permitted Work, to the Sewer/Utility Easement Parcel; and (iii) Worker's compensation insurance in statutory limits during any period that TB Parcel Owner, its agents, contractors, or assigns access the PP Parcel for any reason. At all times, TB Parcel Owner shall name PP Parcel Owner and its beneficiaries and assigns as Additional Insureds on all policies of insurance required under this Agreement. TB Parcel Owner shall furnish to PP Parcel Owner certificates of insurance evidencing that all of the aforesaid insurance is in force before TB Parcel Owner may commence any work whatever. If TB Parcel Owner fails to furnish PP Parcel Owner with the required insurance, PP Parcel Owner shall have the right, but not the obligation, with five (5) days advance written notice to TB Parcel Owner, to obtain any or all such insurance policies required hereunder, and TB Parcel Owner shall be pay the same within thirty (30) days of invoice thereof.
- j. TB Parcel owner shall not permit any of its agents, invitees, contractors, subcontractors, vendors, suppliers or any utility company to place any lien upon the Sewer/Utility Easement parcel, and if any such lien is placed upon the Sewer/Utility Easement parcel, TB Parcel Owner shall within thirty (30) days of notice thereof, cause such lien to be discharged of record, by bonding or otherwise. If TB Parcel Owner shall fail to cause any such lien to be discharged, PP Parcel Owner shall have the right, but not the obligation, to have such lien discharged at TB Parcel Owner's sole expense in so doing including bond premiums, reasonable legal fees and filing fees actually incurred.
- k. PP Parcel Owner shall have no obligation to pay (a) any taxes, assessments or other government charges or (b) any fees, costs, expenses, applicable, attributed to or chargeable to the Access Easement Parcel nor share in any costs whatever related to the Access Easement or the Access Easement Parcel, including but not by way of limitation costs to maintain, repair, replace, light, landscape the Access Easement Parcel.
- l. TB Parcel Owner shall have no obligation to pay any taxes, assessments or other government charges attributed to or chargeable to the Sewer/Utility Easement Parcel.

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5. **Indemnification.** TB Parcel Owner agrees to indemnify, defend and save PP Parcel Owner harmless against and from any and all claims by or on behalf of any person or entity, arising from: (i) TB Parcel Owner's use of the easement granted herein; (ii) the work, Permitted Work, conduct, management, work conducted on the PP Parcel, or from any work or thing done by or on behalf of TB Parcel Owner by its agents, employees, contractors, officers, directors, licensees, sublicensees or invitees on or about the Sewer/Utility Easement Parcel and/or PP Parcel, and will further indemnify and save PP Parcel Owner harmless against and from any and all claims arising any time after the Effective Date hereof, from any breach or default on the part of TB Parcel Owner in the performance of any covenant or agreement on the part of the TB Parcel Owner to be performed pursuant to the terms of this Agreement, or arising from any act of negligence or willful misconduct of TB Parcel Owner, or any of its agents, contractors, employees, officers, directors, licensees or sublicensees, and from and against all costs, counsel fees, expenses and liabilities arising from any such claim or action or proceeding brought thereon. If any action or proceeding is brought against PP Parcel Owner by reason of any such claim, TB Parcel Owner, upon request of PP Parcel Owner, shall defend such action or proceeding by counsel reasonably satisfactory to PP Parcel Owner. This indemnification provision shall survive the expiration or other termination of this Lease.
6. **Reservation of Rights.** PP Parcel Owner herein reserves all oil, gas, and minerals now owned by him on, in and under the PP Parcel including the Sewer/Utility Easement. Furthermore, notwithstanding anything to the contrary contained in this Agreement and to the extent that the same does not unreasonably and materially interfere with TB Parcel Owner's rights with regard to the Sewer/Utility Easement Parcel, PP Parcel Owner reserves the right and privilege to at any time and at PP Parcel Owners sole cost and expense:
- a. Use and occupy and to grant to others the right to use and occupy:
 - i. the Sewer/Utility Easement, including, without limitation, any surface and air space over the Sewer/Utility Easement for any purpose;
 - ii. the subsurface of the PP Parcel including the Sewer/Utility Easement for other utility services or other purposes, including without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas, water, sewer and drainage facilities in foundations, footing and anchors for surface improvements.
 - iii. the right to tap-in, hook up, or otherwise connect to any utilities running through the PP Parcel, including without limitation, any improvements constructed by TB Parcel Owner located on the PP Parcel.
 - b. Make improvements to the surface of Sewer/Utility Easement, including but not limited to the following: pavement, curbs, gutters, sidewalks, parking areas and associated curb cuts, paved driveways, fences, landscaping, and sprinkler systems.
 - c. Construct or place any permanent structure or building on any part of the Sewer/Utility Easement including, but not limited to: posts, poles, fences, dwellings, garages, barns, sheds, storage structures of any kind, outbuildings, gazebos, hot tubs, swimming pools, concrete patios, basketball/sports courts, retaining wall, or any edifice projections such as, but not limited to: balconies, verandas, porches, building overhangs, or bay windows.

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- d. Construct or place within the Sewer/Utility Easement any tree, underground pipeline, cable, wire, conduit, valve, stub, storm water drainage pipeline facilities or other utility or appurtenance.
- e. Change, by excavation or filling, the present grade or ground level of the Sewer/Utility Easement.
- f. Construct or alter any landfills, wetlands, land excavations, water impoundments including but not limited to storm water quality features of facilities, and other similar land uses within the Sewer/Utility Easement and the PP Parcel.
- g. Modify the site plan from time to time, including the right to change the number and location of buildings, building dimensions, the number of floors in any buildings, the identity and type of buildings, and the number and location of parking spaces.
- h. Decorate and design any portion of the PP Parcel as it desires and/or to close any portion thereof for such period of time as may be required to prevent a public dedication thereof or make repairs thereto.

7. Notice

- a. Notices hereunder shall be in writing, signed by the party serving the same and shall be sent by either personal delivery, overnight courier, or registered and certified United States Mail, return receipt requested, postage prepaid, and shall be addressed to the parties at the following addresses:

PP Parcel Owner: 1651 West Ogden Avenue
Chicago, IL 60612

With Copy To: Lattas Law Office
3660 West Irving Park Road, 2nd Floor
Chicago, IL 60618

TB Parcel Owner: 4450 S. Morgan St.
Chicago, IL 60609

With Copy To: Cervantes Chatt and Prince P.C.
ATTN: Marc Cervantes
111 W. Washington, Suite 1201
Chicago, IL 60602

8. Hazardous Materials

- a. Neither TB Parcel Owner nor PP Parcel Owner shall use, or permit the use of, Hazardous Materials, on, about, under or in the Parcels, except in the ordinary course of its usual business operations conducted thereon, and any such use shall at all times be in compliance with all Environmental Laws. TB Parcel Owner and PP Parcel Owner agree to defend, protect, indemnify, and hold harmless each other from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including but not limited to costs of investigation,

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remedial or removal response, and reasonable attorneys' fees and cost of suit, arising out of or resulting from any Hazardous Materials used or permitted to be used by TB Parcel Owner or PP Parcel Owner, whether or not in the ordinary course of business.

- b. "Hazardous Materials" shall mean and refer to the following: petroleum products and fractions thereof, asbestos containing materials, urea formaldehyde, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials, substances and wastes listed or identified in, or regulated by, any Environmental Law, and (ii) "Environmental Laws" shall mean and refer to the following: federal, state, county, municipal, local and other statutes, law, ordinances and regulations which relate to or deal with human health or the environment, all as may be amended from time to time.

9. Default and Remedies

- a. Default. The failure to observe or perform any of the covenants, conditions or obligations of this Agreement by either party within fifteen (15) days after notice specifying the nature of the default claimed (or such longer period of time as is reasonably necessary to cure such default if the Defaulting Party has commenced to cure such default within said fifteen (15) day period and is diligently pursuing same to completion shall be deemed a Default under this Agreement).
- b. Remedies
- i. In the event of default hereunder, the non-defaulting party shall have the right to pursue any remedy available to it at law or in equity against the Defaulting Party, or any other person violating or threatening to violate any of the terms and covenants or provisions of this Agreement, and to recover damages for any such violation or threatened violation of this Agreement, or to obtain a decree to compel performance of its terms, it being agreed the remedy at law for a breach of any such term, covenant or condition is not adequate. All of the remedies permitted or available under this Agreement or at law or in equity shall be cumulative and not alternative, and the invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.
 - ii. In addition, the non-defaulting party shall have the right but not the duty to perform such obligation contained in this Agreement on behalf of the Defaulting Party, and the Defaulting Party shall reimburse the non-defaulting party for all direct costs associated therewith within 10 days of notice and invoice. Notwithstanding the foregoing, in the event of: (a) an emergency; and/or (b) blockage or material impairment of the easement rights on any of the easement parcel granted under this Agreement, either owner may immediately cure the same without providing notice to the other party.
 - iii. Any amount owed to the non-defaulting party pursuant to this Agreement which is not paid when due, and remains unpaid 5 days after written notice thereof from one party to the other (the "Delinquent Payment") shall bear interest beginning on the 6th day of such cure period at an annual rate equal to the greater of: (i) twelve percent (12%) per annum ("Interest Rate"), and (ii) the highest rate

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allowed by law. Interest shall be calculated on the basis of actual days elapsed in a year containing 360 days, from the expiration of such 5 day cure period until the Delinquent Payment and any accrued interest has been paid in full. In addition, the Delinquent Payment shall, together with any accrued interest, constitute a lien and the non-defaulting party may record a lien against the Defaulting Party's parcel (the "**Delinquent Payment Lien**"). The non-defaulting party may secure and collect any Delinquent Payment, and any accrued interest thereon, by any action or remedy available at law or in equity, and, in addition, may impose and foreclose a Delinquent Payment Lien in the manner by which a mechanics' lien is imposed and foreclosed under Illinois law.

10. **Transfer of Ownership.** Upon a transfer of the ownership of a parcel, the transferor shall have no liability for any breach of covenant occurring thereafter. Any transferee shall automatically assume and be bound by the burdens and obligations hereunder running with the land to the owner of the parcel thereof being transferred, but shall not be liable for any of the transferor, unless such breach continues following the transfer of ownership.
11. **Estoppel Certificate.** Each party agrees that, within 15 days after the written request of the other party, the party receiving such request will issue to the requesting party or its prospective mortgagee or successor, an estoppel certificate stating, to the best of the issuer's knowledge, as of such date: (i) whether it knows of any default under this Agreement by the requesting party, and if there are known defaults, specifying the nature thereof; (ii) whether this Agreement has been assigned, modified or amended in any way by it and if so, then stating the nature thereof; (iii) whether this Agreement is in full force and effect; and (iv) such other facts or conclusions as may be reasonably requested. If either party fails to provide the aforementioned estoppel certificate within the aforesaid 15-day period, such party shall be deemed to have irrevocably appointed the other party and its beneficiaries as the attorney-in-fact to execute such estoppel certificate on its behalf.
12. **Excusable Delay.** Whenever performance is required under this Agreement, the party required to perform shall use all due diligence to perform and take all necessary measures in good faith to perform; provided however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, or any cause beyond the reasonable control of such party, then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused. The provisions of this section shall not operate to excuse any party from the prompt payment of any monies required by this Agreement.
13. **Binding Effect.** The terms of this Agreement and all easements granted and obligations undertaken hereunder shall constitute covenants running with the land and shall inure to the benefit of and be binding upon TB Parcel Owner and PP Parcel Owner and their respective successors and assigns.
14. **Not a Public Dedication.** Except as otherwise specifically set forth herein, nothing herein contained shall be deemed to be a gift or dedication of any portion of any parcel or of any portion thereof to the general public, or for any public use or purpose whatsoever.
15. **Condemnation or Taking.** In the event any portion of the Parcels shall be condemned, or conveyed under threat of condemnation, the award shall be paid to the owner owning the parcel or the improvements taken, and the other parcel owner hereby waives and releases any right to recover any value attributable to the property interest so taken, except that (i) if the taking includes

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improvements belonging to more than one owner, such as utility lines or signs, the portion of the award allocable thereto shall be used to relocate, replace, or restore such jointly owned improvements to a useful condition, and (ii) if the taking includes any easement right granted herein, the portion of the award allocable to each such easement right shall be paid to the respective grantee thereof. In addition to the foregoing, if a separate claim can be filed for the taking of any other property interest existing pursuant to this Agreement which does not reduce or diminish the amount paid to the owner owning the parcel or the improvements taken, then the owner of such other property interest shall have the right to seek an award for the taking thereof. Except to the extent they burden the land taken, no easement or license set forth in this Agreement shall expire or terminate based solely upon such taking.

16. Construction and Interpretation.

- a. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person by judgment or court order, shall in no way affect any of the other provisions hereof of the application thereof to any other person, and the same shall remain in full force and effect.
- b. Whenever required by the context of this Agreement, use of the words “including”, “such as”, or words of similar import, when following any general term, statement or matter shall not be construed to limit such statement, term or matter to specific items, whether or not language of non-limitation, such as “without limitation”, or “but not limited to”, are used with reference thereto, but rather they be deemed to refer to all other items or matters that could reasonably fall within the broadest scope of such statement, terms or matter.
- c. The captions preceding the text of each article and section are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Agreement. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.
- d. This Agreement shall not be construed more strictly against one party merely by virtue of the fact that the same has been prepared by counsel for such party, it being recognized that each of the parties have contributed substantially and materially to the preparation of this Agreement, and that each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement.

17. Law and Venue

- a. This Agreement, its enforceability and interpretations shall be construed in accordance with the applicable laws of the State of Illinois (without regard to any conflict of law principles) and the laws of the United States of America applicable to transactions in Illinois. Time shall be of the essence in this Agreement with respect to all matters of performance set forth herein. Any action or proceeding brought to enforce, interpret or construe this Agreement of any provision set forth herein shall be brought in a court of competent jurisdiction in Cook County, Illinois.
- b. The parties to this Agreement hereby waive trial by jury in any action brought on or with respect to this Agreement.

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18. Miscellaneous.

- a. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.
- b. This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.
- c. No waivers, alterations, or modifications of this Agreement or any agreement in connection therewith shall be valid unless in writing duly executed by both the PP Parcel Owner and the TB Parcel owner.
- d. TB Parcel Owner shall record this Agreement in the Cook County Recorder of Deeds at its sole cost and expense.

19. Incorporation of Exhibits. The following exhibits and schedules are hereby incorporated and attached to this Agreement:

Exhibit A	Legal Description of PP Parcel
Schedule 1 to Exhibit A	Survey of PP Parcel
Exhibit B	Legal Description of TB Parcel
Schedule 1 to Exhibit B	Survey of TB Parcel
Exhibit C	Legal Description of Access Easement Parcel
Schedule 1 to Exhibit C	Survey of Access Easement Parcel
Exhibit D	Legal Description of Sewer/Utility Easement Parcel
Schedule 1 to Exhibit D	Survey of Sewer/Utility Easement Parcel
Exhibit E	Site Plans

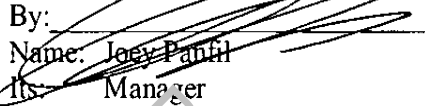
[SIGNATURES BEGIN ON NEXT PAGE]

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

PP PARCEL OWNER:

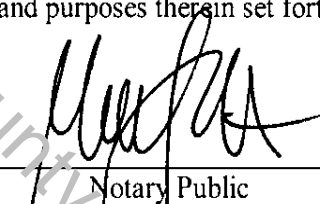
PRESIDENT PARK, LLC
an Illinois limited liability company

By: 
Name: Joey Panfil
Its: Manager

STATE OF ILLINOIS
COUNTY OF COOK

I, GEORGE LATTAS , a Notary Public in and for said County and State Illinois aforesaid, DO HEREBY CERTIFY that, Joey Panfil the Manager of President Park LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth. GIVEN under my hand and notarial seal this 25th day of April, 2017

IMPRESS NOTARIAL
SEAL HERE



Notary Public

Commission expires: 1/31/2018



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

TB Parcel Owner:

T&B, LTD
an Illinois corporation

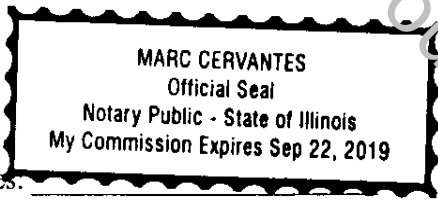
By: [Signature]
Name: Michael Tadin
Its: President

STATE OF IL
COUNTY OF COOK

I, MARC CERVANTES, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that, MICHAEL TADIN, the PRESIDENT of T & B Limited, an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth. GIVEN under my hand and notarial seal this 25th day of APRIL, 2017

IMPRESS NOTARIAL
SEAL HERE

[Signature]
Notary Public



Commission expires: _____

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

TB PARCEL OWNER:

CHICAGO TITLE LAND TRUST COMPANY,
AS SUCCESSOR TRUSTEE TO NATIONAL
BOULEVARD BANK OF CHICAGO, TRUST
AGREEMENT DATED OCTOBER 23, 1986
AND KNOWN AS TRUST NUMBER 8369

By: Natalie Foster
Name: NATALIE FOSTER
Its: TRUST OFFICER



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 assumed 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.

County Clerk's Office

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Exhibit A – Legal Description of PP Parcel

PARCEL 1:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN A LINE PARALLEL TO AND 33 FEET SOUTH OF THE NORTH LINE AND 641.32 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE SOUTH AT RIGHT ANGLES TO SAID PARALLEL LINE 310 FEET; THENCE EAST ON A LINE PARALLEL TO THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6 125.93 FEET TO A POINT; THENCE NORTHEASTERLY ON A CURVE CONVEX TO SOUTHEAST WITH A RADIUS OF 371 FEET A DISTANCE OF 18.36 FEET TO A POINT WHICH IS 325.86 FEET SOUTH OF THE NORTH LINE AND 509.6 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE NORTH ON A LINE AT RIGHT ANGLES TO A LINE PARALLEL TO AND 33 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6, DISTANCE OF 292.86 FEET; THENCE WEST ON LAST DESCRIBED PARALLEL LINE BEING ALSO THE SOUTH LINE OF WEST 39TH STREET, 132.5 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 33 FEET SOUTH OF THE NORTH LINE AND 376.32 FEET WEST OF THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE WEST ALONG A LINE 33 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID NORTHWEST 1/4 A DISTANCE OF 132.5 FEET TO A POINT; THENCE SOUTH ALONG A STRAIGHT LINE MAKING AN ANGLE OF 90 DEGREES WITH LAST DESCRIBED LINE A DISTANCE OF 292.86 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX TO THE NORTHWEST WITH A RADIUS OF 300 FEET TO A POINT 132.5 FEET EAST OF THE LAST DESCRIBED STRAIGHT LINE, MEASURED AT RIGHT ANGLES THERETO; SAID POINT BEING 199.19 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID NORTHWEST 1/4, THENCE NORTH ALONG A STRAIGHT LINE A DISTANCE OF 166.19 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 33 FEET SOUTH OF THE NORTH LINE AND 691.39 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE SOUTH ON A STRAIGHT LINE AT RIGHT ANGLES TO THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6, 500 FEET; THENCE WEST ON A STRAIGHT LINE PARALLEL TO AND 533 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6, 308 FEET; THENCE NORTH ON A STRAIGHT LINE AT RIGHT ANGLES TO THE LAST DESCRIBED LINE TO A POINT 33 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 OF SAID SECTION 6, SAID POINT BEING 999.39 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE EAST ON A STRAIGHT LINE PARALLEL TO AND 33 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6, 308 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

President Park
Easement Agreement

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THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF WEST PERSHING ROAD WHICH IS 33 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 6, SAID POINT BEING 691.39 FEET WEST OF THE EAST LINE OF THE SAID NORTHWEST 1/4; THENCE SOUTH ALONG A LINE DRAWN AT RIGHT ANGLES TO THE SAID SOUTH LINE OF WEST PERSHING ROAD A DISTANCE OF 500 FEET MORE OR LESS TO ITS INTERSECTION WITH A CURVED LINE CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 371 FEET, SAID CURVE BEING DRAWN FROM A POINT 573 FEET SOUTH OF THE NORTH LINE AND 860 FEET WEST OF THE EAST LINE OF THE SAID NORTHWEST 1/4 TO A POINT 325.86 FEET SOUTH OF THE NORTH LINE AND 509.6 FEET WEST OF THE EAST LINE OF THE SAID NORTHWEST 1/4; THENCE NORTHEASTERLY ALONG SAID CURVED LINE TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 50.07 FEET EAST OF THE AFOREMENTIONED LINE DRAWN AT RIGHT ANGLES TO THE SAID SOUTH LINE OF WEST PERSHING ROAD; THENCE NORTH ALONG SAID PARALLEL LINE A DISTANCE OF 469.79 FEET MORE OR LESS TO ITS INTERSECTION WITH THE SAID SOUTH LINE OF WEST PERSHING ROAD; THENCE WEST ALONG THE SOUTH LINE OF WEST PERSHING ROAD A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4 OF SECTION 6 FROM A POINT WHICH IS 999.3 FEET WEST OF THE NORTHEAST CORNER THEREOF, WITH THE SOUTH LINE OF THE NORTH 533 FEET OF THE SAID NORTHWEST 1/4; THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 533 FEET A DISTANCE OF 308 FEET MORE OR LESS TO ITS INTERSECTION WITH A CURVED LINE CONVEX TO THE SOUTHEAST HAVING A RADIUS OF 371 FEET, THE SAID CURVE BEING DRAWN FROM A POINT 573 FEET SOUTH OF THE NORTH LINE AND 860 FEET WEST OF THE EAST LINE OF THE SAID NORTHWEST 1/4 TO A POINT 325.86 FEET SOUTH OF THE NORTH LINE AND 509.6 FEET WEST OF THE EAST LINE OF THE NORTHWEST 1/4; THENCE SOUTHWESTERLY ALONG THE LAST DESCRIBED CURVED LINE TO A POINT IN THE SOUTH LINE OF THE NORTH 573 FEET, SAID POINT BEING 860 FEET WEST OF THE EAST LINE OF THE SAID NORTHWEST 1/4; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH 573 FEET A DISTANCE OF 140.79 FEET MORE OR LESS TO ITS INTERSECTION WITH THE EXTENSION OF THE AFOREMENTIONED LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4; THENCE NORTH ALONG SAID LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4 A DISTANCE OF 40 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4 OF SECTION 6 FROM A POINT WHICH IS 999.3 FEET WEST OF THE NORTHEAST CORNER THEREOF, WHICH POINT OF BEGINNING IS 393 FEET SOUTH OF THE NORTH LINE OF THE SAID NORTHWEST 1/4 OF SECTION 6; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX TO THE EAST WITH A RADIUS OF 270 FEET AN ARC

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DISTANCE OF 149.75 FEET MORE OR LESS TO A POINT IN THE SOUTH LINE OF THE NORTH 533 FEET OF THE SAID NORTHWEST 1/4 OF SECTION 6, THE SAID POINT BEGINNING 47.5 FEET WEST OF THE SAID LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE A DISTANCE OF 3.72 FEET MORE OR LESS TO A POINT 535.76 FEET SOUTH OF THE NORTH LINE OF THE SAID NORTHWEST 1/4 50 FEET WEST OF THE SAID LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX TO THE SOUTHEAST WITH A RADIUS OF 193.13 FEET AN ARC DISTANCE OF 51.88 FEET MORE OR LESS TO A POINT IN THE SOUTH LINE OF THE NORTH 573 FEET OF THE SAID NORTHWEST 1/4, SAID POINT BEING 85.89 FEET WEST OF THE SAID LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4 THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 573 FEET OF THE SAID NORTHWEST 1/4 A DISTANCE OF 85.89 FEET TO ITS INTERSECTION WITH THE AFOREMENTIONED LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 6; THENCE NORTH ALONG SAID LINE DRAWN AT RIGHT ANGLE A DISTANCE OF 180 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THAT PART OF THE NORTH WEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A LINE DRAWN PARALLEL WITH AND 343 FEET SOUTH OF THE NORTH LINE OF SAID NORTH WEST 1/4 OF SECTION 6 WITH A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF WEST PERSHING ROAD FROM A POINT IN SAID SOUTH LINE OF W. PERSHING ROAD WHICH IS 33 FEET SOUTH OF THE NORTH LINE AND 641.32 FEET WEST OF THE EAST LINE OF THE SAID NORTHWEST 1/4 OF SECTION 6; THENCE SOUTH ALONG SAID LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF WEST PERSHING ROAD TO ITS INTERSECTION WITH A CURVED LINE CONVEX TO THE SOUTH EAST HAVING A RADIUS OF 371 FEET SAID CURVED LINE EXTENDING FROM A POINT 573 FEET SOUTH OF THE NORTH LINE AND 860 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 6 TO A POINT 325.86 FEET SOUTH OF THE NORTH LINE AND 509.6 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE NORTHEASTERLY ALONG SAID CURVED LINE TO ITS INTERSECTION WITH THE PARALLEL LINE FIRST HEREINABOVE DESCRIBED, WHICH IS PARALLEL WITH AND 343 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6, THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE A DISTANCE OF 125.98 FEET MORE OR LESS TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PINS: 20-06-100-013-0000

20-06-100-014-0000

20-06-100-015-0000

20-06-100-016-0000

20-06-100-022-0000

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20-06-100-076-0000

20-06-100-079-0000
President Park
Easement Agreement

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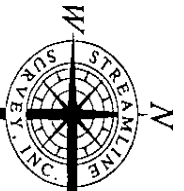
Schedule 1 to Exhibit A -- Survey of PP Parcel

COOK COUNTY
RECORDER OF DEEDS

Property of Cook County Clerk's Office

COOK COUNTY
RECORDER OF DEEDS

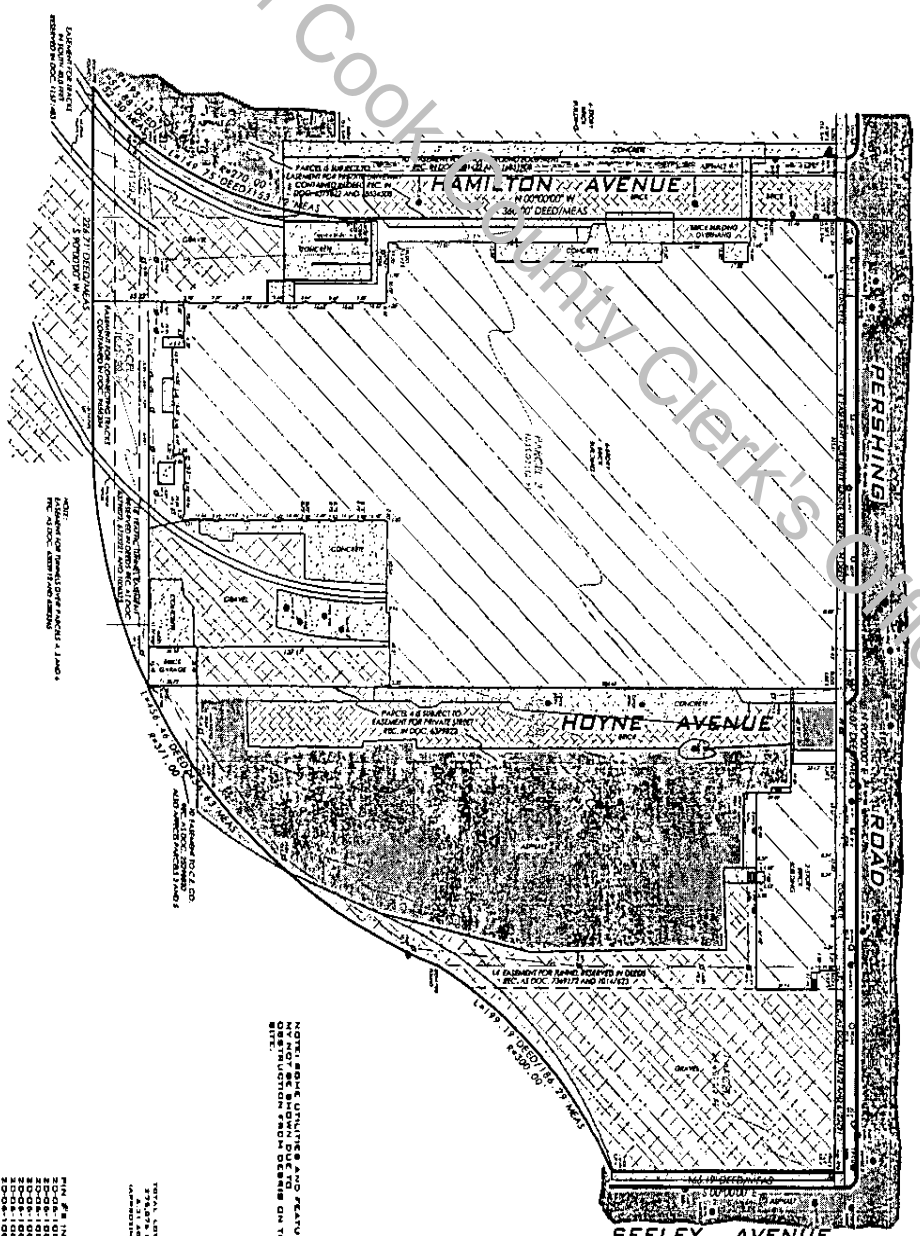
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1/4th S. MARTIN AVE. HOMEWOOD, IL 60430 70N-1-SURVEY (47N-7N19) 70N-47N-4076A

ALTA/CAGSM LAND TITLE SURVEY

PARCELS 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



NOTE: PLANNING SYSTEM BASED FROM
DESIGN FOR URBAN AND TRAIL INSURANCE COMPANY (ORDER NO. 0083344)

FOR REVIEW

NO.	DESCRIPTION	DATE
1
2
3
4
5
6
7
8
9
10

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Exhibit B – Legal Description of TB Parcel

THAT PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTH LINE OF PERSHING ROAD AND 376.32 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 6; THENCE SOUTH 01 DEGREES 21 MINUTES 28 SECONDS EAST, (NAD83 ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, 2011 ADJUSTMENT) AT RIGHT ANGLES TO SAID SOUTH LINE, 165.81 FEET TO ITS INTERSECTION WITH A CURVED LINE CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 300 FEET, SAID CURVE BEING DRAWN FROM A POINT 325.86 FEET SOUTH OF THE NORTH LINE AND 509.60 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER TO A POINT 199.19 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST QUARTER ON SAID LINE AT RIGHT ANGLES TO PERSHING ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE CONTINUING THENCE SOUTH 01 DEGREES 19 MINUTES 58 SECONDS EAST, AT RIGHT ANGLES TO SAID SOUTH LINE, 34.92 FEET TO A POINT 202.95 SOUTH OF THE SOUTH LINE OF SAID STREET; THENCE SOUTHWESTERLY 209.44 FEET, ON THE ARC OF A NON-TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 267.42 FEET AND WHOSE CHORD BEARS SOUTH 36 DEGREES 37 MINUTES 20 SECONDS WEST, A CHORD DISTANCE OF 204.13 FEET TO A POINT 394.80 FEET SOUTH OF THE NORTH LINE AND 503.08 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREES 07 MINUTES 25 SECONDS EAST, 94.36 FEET TO A POINT 489.16 FEET SOUTH OF THE NORTH LINE AND 503.34 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 56 DEGREES 52 MINUTES 47 SECONDS EAST, A DISTANCE OF 239.17 FEET TO A POINT 624.29 FEET SOUTH OF THE NORTH LINE AND 306.0 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREES 21 MINUTES 38 SECONDS EAST, A DISTANCE OF 248.94 FEET; THENCE SOUTH 82 DEGREES 01 MINUTES 25 SECONDS WEST, A DISTANCE OF 72.99 FEET; THENCE SOUTH 83 DEGREES 56 MINUTES 38 SECONDS WEST, A DISTANCE OF 463.94 FEET; THENCE WESTERLY 480.76 FEET ON A NON-TANGENT CURVE TO THE RIGHT HAVING A HAVING OF 1910.00 FEET AND WHOSE CHORD BEARS NORTH 88 DEGREES 50 MINUTES 43 SECONDS WEST, A CHORD DISTANCE OF 479.49 FEET; THENCE NORTH 01 DEGREES 21 MINUTES 38 SECONDS WEST, A DISTANCE OF 336.10 FEET TO A POINT ON A LINE 573.0 SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTH HALF OF SAID SECTION 6; THENCE NORTH 88 DEGREES 43 MINUTES 07 SECONDS EAST ON SAID PARALLEL LINE, A DISTANCE OF 460.00 FEET TO A POINT LYING 860.0 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE NORTHEASTERLY 456.46 FEET ON A SURVEY TO THE LEFT HAVING A RADIUS OF 371.00 FEET AND WHOSE CHORD BEARS NORTH 53 DEGREES 28 MINUTES 18 SECONDS EAST, A CHORD DISTANCE OF 428.21 FEET TO A POINT 325.86 FEET SOUTH OF THE NORTH LINE AND 509.6 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER, SAID POINT ALSO BEING ON A NON-TANGENT CIRCLE; THENCE NORTHEASTERLY 186.53 FEET, ALONG THE ARC OF A NON-TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 300.00 FEET AND WHOSE CHORD BEARS NORTH 44 DEGREES 58 MINUTES 22 SECONDS EAST, 183.54 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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Schedule 1 to Exhibit B -- Survey of TB Parcel

COOK COUNTY
RECORDER OF DEEDS

Property of Cook County Clerk's Office

COOK COUNTY
RECORDER OF DEEDS

UNOFFICIAL COPY

Exhibit C - Legal Description of Access Easement Parcel

THAT PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF PERSHING ROAD AND 376.32 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 6: THENCE SOUTH 01 DEGREES 21 MINUTES 28 SECONDS EAST, (NAD83 ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, 2011 ADJUSTMENT) AT RIGHT ANGLES TO SAID SOUTH LINE, 165.81 FEET TO ITS INTERSECTION WITH A CURVED LINE CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 300 FEET, SAID CURVE BEING DRAWN FROM A POINT 325.86 FEET SOUTH OF THE NORTH LINE AND 509.60 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER TO A POINT 199.19 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST QUARTER ON SAID LINE AT RIGHT ANGLES TO PERSHING ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE CONTINUING THENCE SOUTH 01 DEGREES 19 MINUTES 58 SECONDS EAST, AT RIGHT ANGLES TO SAID SOUTH LINE, 34.92 FEET TO A POINT 202.95 SOUTH OF THE SOUTH LINE OF SAID STREET; THENCE SOUTHWESTERLY 209.44 FEET, ALONG THE ARC OF A NON-TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 267.42 FEET AND WHOSE CHORD BEARS SOUTH 36 DEGREES 37 MINUTES 20 SECONDS WEST, 204.13 FEET TO A POINT 394.80 FEET SOUTH OF THE NORTH LINE AND 503.08 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREES 07 MINUTES 25 SECONDS EAST, 94.36 FEET TO A POINT 489.16 FEET SOUTH OF THE NORTH LINE AND 503.34 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 56 DEGREES 52 MINUTES 47 SECONDS EAST, ALONG A LINE BEING DRAWN FROM A POINT 489.16 FEET SOUTH OF THE NORTH LINE AND 503.34 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER TO A POINT 624.29 FEET SOUTH OF THE NORTH LINE AND 306.6 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 53.81 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 47 SECONDS WEST, 209.65 FEET TO ITS INTERSECTION WITH A CURVED LINE CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 371 FEET, SAID CURVE BEING DRAWN FROM A POINT 573 FEET SOUTH OF THE NORTH LINE AND 860 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER TO A POINT 325.86 FEET SOUTH OF THE NORTH LINE AND 509.6 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE NORTHEASTERLY 255.34 FEET, ALONG THE ARC OF A NON-TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 371.00 FEET AND WHOSE CHORD BEARS NORTH 37 DEGREES 56 MINUTES 29 SECONDS EAST, 250.33 FEET TO A POINT 325.86 FEET SOUTH OF THE NORTH LINE AND 509.6 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER, SAID POINT ALSO BEING ON A NON-TANGENT CIRCLE; THENCE NORTHEASTERLY 186.53 FEET, ALONG THE ARC OF A NON-TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 300.00 FEET AND WHOSE CHORD BEARS NORTH 44 DEGREES 58 MINUTES 22 SECONDS EAST, 183.54 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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Schedule 1 to Exhibit C -- Survey of Access Easement Parcel

COOK COUNTY
RECORDER OF DEEDS

Property of Cook County Clerk's Office

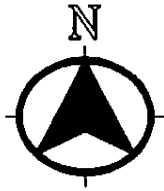
COOK COUNTY
RECORDER OF DEEDS

UNOFFICIAL COPY

PERSHING ROAD

NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 06-38-14

SOUTH LINE OF PERSHING ROAD



SCALE: 1" = 60'

POINT OF COMMENCEMENT

POINT 376.32' WEST OF EAST LINE OF SAID NORTHWEST QUARTER AND ON SOUTH LINE OF PERSHING ROAD

POINT OF BEGINNING

POINT 199.19' SOUTH OF NORTH LINE OF SAID NORTHWEST QUARTER

UNSUBDIVIDED LAND

UNSUBDIVIDED LAND

UNSUBDIVIDED LAND

UNSUBDIVIDED LAND

UNSUBDIVIDED LAND

UNSUBDIVIDED LAND

LINE AT RIGHT ANGLES TO THE SOUTH LINE OF PERSHING ROAD

S01°21'28"E 165.81'

S01°19'58"E 34.92'

POINT 202.95' SOUTH OF THE SOUTH LINE OF PERSHING ROAD

POINT 325.86' SOUTH OF NORTH LINE AND 509.60' WEST OF EAST LINE OF SAID NORTHWEST QUARTER

L=186.52'
R=300.00'
N44°38'22"E
183.54'

ACCESS EASEMENT

L=209.44'
R=267.42'
S36°37'42"
CH=204.13'

POINT 394.80' SOUTH OF NORTH LINE AND 503.00' WEST OF EAST LINE OF SAID NORTHWEST QUARTER

L=255.34'
R=371.00'
N37°56'29"E
CH=250.33'

S01°07'25"E 94.36'

POINT 489.16' SOUTH OF NORTH LINE AND 503.34' FEET WEST OF EAST LINE OF SAID NORTHWEST QUARTER

S56°52'47"E 53.81'

POINT 624.29' SOUTH OF NORTH LINE AND 306.0' WEST OF EAST LINE OF SAID NORTHWEST QUARTER

S88°41'47"W 209.65'

EXHIBIT



CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

9575 N. Higgins Road, Suite 202,
Rosemont, Illinois 60018
Phone: (847) 694-4500 Fax: (847) 694-4505

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Exhibit D - Legal Description of Sewer/Utility Easement Parcel

THAT PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 33 FEET SOUTH OF THE NORTH LINE AND 641.32 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 6; THENCE SOUTH 01 DEGREES 18 MINUTES 15 SECONDS EAST, (NAD83 ILLINOIS STATE PLANE COORDINATION SYSTEM, EAST ZONE, 2011 ADJUSTMENT) AT RIGHT ANGLES TO SAID PARALLEL LINE, 469.49 FEET TO ITS INTERSECTION WITH A CURVED LINE CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 371 FEET, SAID CURVE BEING DRAWN FROM A POINT 573 FEET SOUTH OF THE NORTH LINE AND 860 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER TO A POINT 325.86 FEET SOUTH OF THE NORTH LINE AND 509.6 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTHWESTERLY 35.82 FEET, ALONG THE ARC OF A NON-TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 371.00 FEET AND WHOSE CHORD BEARS SOUTH 55 DEGREES 37 MINUTES 03 SECONDS WEST, 35.80 FEET TO A POINT ON A LINE DESCRIBED AS BEING DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID NORTHWEST QUARTER, THROUGH A POINT ON A LINE 33 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE 671.32 WEST OF THE INTERSECTION OF SAID LINE WITH THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 01 DEGREES 18 MINUTES 15 SECONDS WEST, ALONG SAID LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID NORTHWEST QUARTER, 489.03 FEET TO A POINT ON A LINE 33.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 88 DEGREES 41 MINUTES 45 SECONDS EAST, ALONG SAID PARALLEL LINE, 30.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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Schedule 1 to Exhibit D -- Survey of Sewer/Utility Easement Parcel

COOK COUNTY
RECORDER OF DEEDS

Property of Cook County Clerk's Office

COOK COUNTY
RECORDER OF DEEDS

UNOFFICIAL COPY

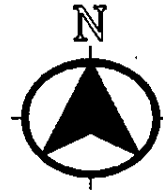
PERSHING ROAD

NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 06-38-14

SOUTH LINE OF PERSHING ROAD

N88°41'45"E
30.00'

POINT OF BEGINNING
POINT 641.32' WEST OF EAST LINE OF SAID NORTHWEST QUARTER & ON A POINT IN A LINE PARALLEL TO AND 33 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST QUARTER



SCALE: 1" = 60'

N01°18'15"W 489.03'
UTILITY EASEMENT
S01°18'15"E 469.49'

LINE AT RIGHT ANGLES TO THE SOUTH LINE OF PERSHING ROAD

POINT 325.86' SOUTH OF NORTH LINE AND 509.60' WEST OF EAST LINE OF SAID NORTHWEST QUARTER

L=35.82'
R=371.00'
S55°37'03"W
CH=35.80'

POINT 573' SOUTH OF THE NORTH LINE AND 860' WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER

EXHIBIT



CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

4675 W. Higgins Road, Suite 700
Rosemont, Illinois 60018
Phone: (630) 454-4568 Fax: (630) 651-4568

UNSUBDIVIDED LAND

UNSUBDIVIDED LAND

UNSUBDIVIDED LAND

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Exhibit E – Site Plans

COOK COUNTY
RECORDER OF DEEDS

Property of Cook County Clerk's Office

COOK COUNTY
RECORDER OF DEEDS

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PROPOSED EASEMENT/LEASE EXHIBIT

PERSHING ROAD

NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 06-38-14
SOUTH LINE OF PERSHING ROAD

Property of Cook County Clerk's Office

UNSUBDIVIDED LAND

UTILITY EASEMENT

LINE AT RIGHT ANGLES TO THE SOUTH LINE OF PERSHING ROAD

UNSUBDIVIDED LAND

UNSUBDIVIDED LAND

UNSUBDIVIDED LAND

UNSUBDIVIDED LAND

ACCESS EASEMENT

R-371.00
L-57.43'
CB=N84°17'11"E
CH=57.37'

N88°43'3"E
140.60'

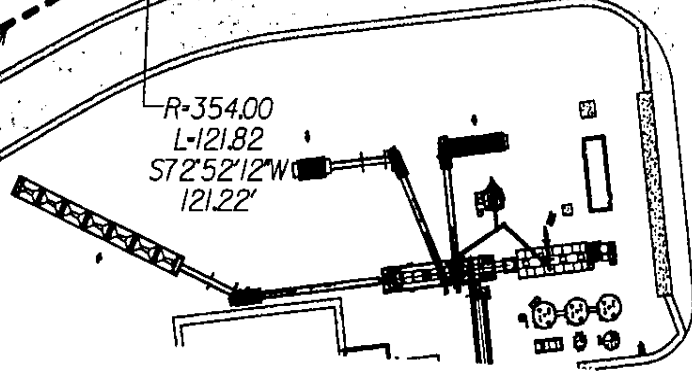
S71°18'15"E
39.21'

PROPOSED LEASE AREA

S71°18'15"E
107.01'

S63°0'42"W
90.08'

R-354.00
L-121.82
S72°52'12"W
121.22'

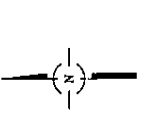
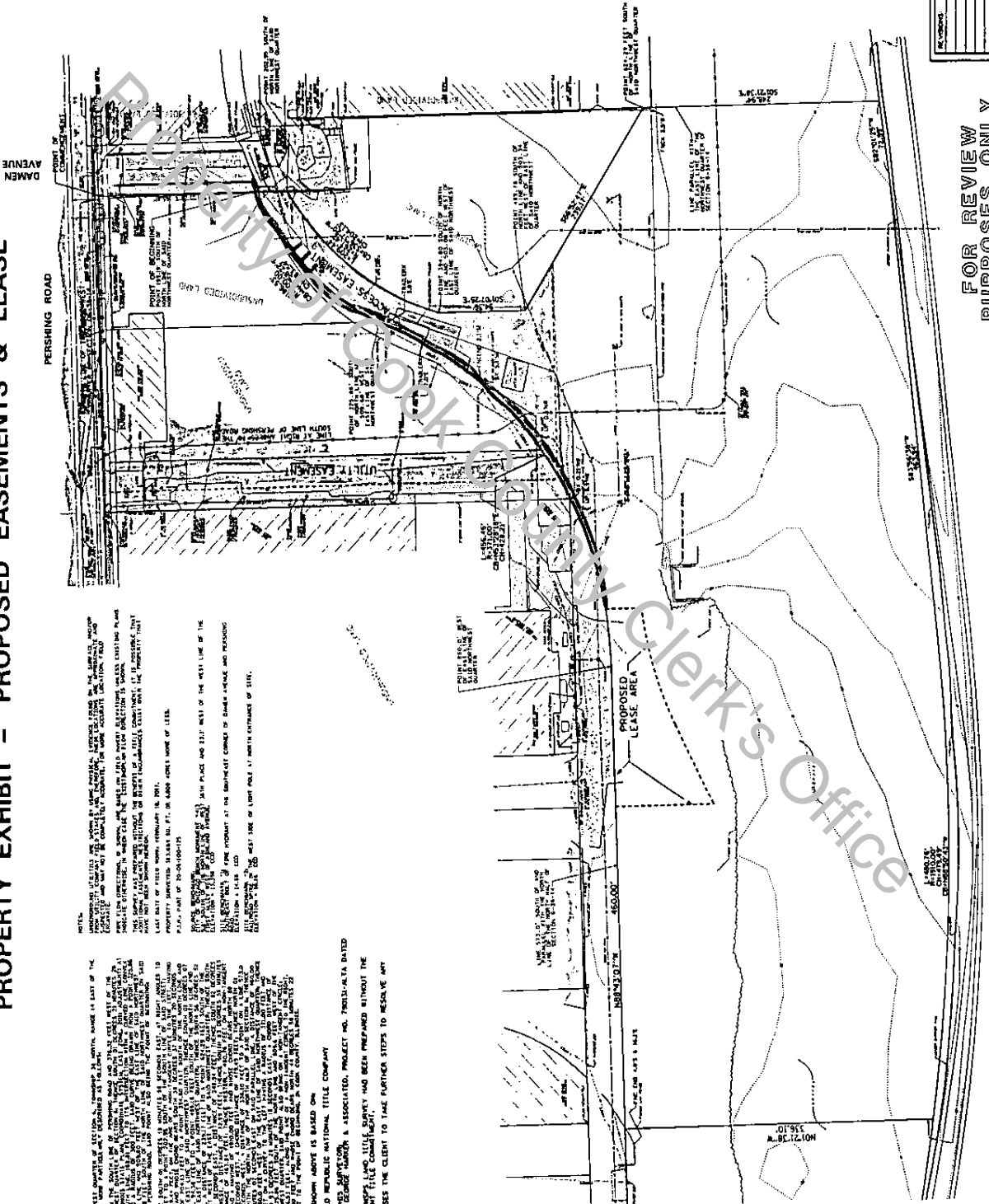


CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

4575 N. Higgins Road, Suite 700
Rosemont, Illinois 60018
Phone: 630-584-1100 Fax: 630-584-4266

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PROPERTY EXHIBIT - PROPOSED EASEMENTS & LEASE



SCALE 1" = 50'
 0 50 100
 FEET

THE BASIS OF BEARINGS AND DISTANCES IS THE EAST COAST MAGNETIC OBSERVATION IN 1983.

LEGEND

Proposed Easement	---
Proposed Lease Area	---
Access Easement	---
Location of Wall	---
Proposed Structure	---
Existing Structure	---
Proposed Driveway	---
Proposed Walkway	---
Proposed Fencing	---
Proposed Utility Lines	---
Proposed Survey Lines	---
Proposed Property Lines	---
Proposed Right-of-Way	---
Proposed Easement	---
Proposed Lease Area	---
Proposed Access Easement	---
Proposed Location of Wall	---

- ~~Proposed Easement~~
 - ~~Proposed Lease Area~~
 - ~~Proposed Access Easement~~
 - ~~Proposed Location of Wall~~

NOTES:

1. THE PROPOSED EASEMENTS AND LEASE ARE SHOWN AS BASED ON THE RECORD PLANS AND SURVEY DATA FOR THE PROPERTY AND ARE NOT TO BE CONSIDERED AS A GUARANTEE OF THE ACCURACY OF THE INFORMATION HEREON. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO OBVIOUS ENCUMBRANCES OR EASEMENTS THAT WOULD AFFECT THE PROPOSED EASEMENTS AND LEASE. THE SURVEYOR HAS ALSO CONDUCTED A VISUAL INSPECTION OF THE RECORD PLANS AND SURVEY DATA AND HAS FOUND NO OBVIOUS ERRORS OR OMISSIONS THAT WOULD AFFECT THE PROPOSED EASEMENTS AND LEASE.

2. THE PROPOSED EASEMENTS AND LEASE ARE SUBJECT TO THE RIGHTS OF THE ADJACENT PROPERTY OWNERS AND TO THE RIGHTS OF THE PUBLIC. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO OBVIOUS ENCUMBRANCES OR EASEMENTS THAT WOULD AFFECT THE PROPOSED EASEMENTS AND LEASE.

3. THE PROPOSED EASEMENTS AND LEASE ARE SUBJECT TO THE RIGHTS OF THE ADJACENT PROPERTY OWNERS AND TO THE RIGHTS OF THE PUBLIC. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO OBVIOUS ENCUMBRANCES OR EASEMENTS THAT WOULD AFFECT THE PROPOSED EASEMENTS AND LEASE.

LEGAL DESCRIPTION:

LEGAL DESCRIPTION SHOWN ABOVE IS BASED ON TRACT SEARCH BY OLD REPUBLIC NATIONAL TITLE COMPANY ALSO PROVIDED TO THE SURVEYOR BY GEORGE W. WILSON & ASSOCIATED, PROJECT NO. 78014-ATA DATED APRIL 24, 1988.

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO OBVIOUS ENCUMBRANCES OR EASEMENTS THAT WOULD AFFECT THE PROPOSED EASEMENTS AND LEASE.

THIS SURVEYOR ADVISES THE CLIENT TO TAKE FURTHER STEPS TO RESOLVE ANY AMBIGUITY.

DATE: 04/17/2011
 JOB NO: 0311
 PROJECT: 0311-001-01-01
 SHEET: 01 OF 01

CONSTRUCTION: []
 PROFESSIONAL: []
 UNDESIGNED: []

SPACCOO INC.

FOR REVIEW ONLY PURPOSES ONLY

PREPARED FOR: []
 444 SOUTH MICHIGAN STREET
 CHICAGO, ILLINOIS 60609