



Doc# 1805341030 Fee \$84.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 02/22/2018 11:54 AM PG: 1 OF 24

Recording Requested By and When Recorded Return to:

Wheeling Park District
333 W. Dundee Road
Wheeling, IL, 60090

ADDRESS:

255A AND 255 B
WEST DUNDEE ROAD,
WHEELING, IL 60090

[Above space for Recorder's Office]

AND

333 WEST DUNDEE ROAD
WHEELING, ILLINOIS 60090

PIN: 03-11-100-017-0000 (PART OF)
03-11-100-022-0000 (PART OF)

8986253-1 15F6

AMENDMENT TO AGREEMENT TO GRANT AND CONVEY CROSS ACCESS EASEMENT
BY AND AMONG WHEELING PARK DISTRICT,
THE VILLAGE OF WHEELING AND WTC, LLC

This Amendment to Agreement to Grant and Convey Cross Access Easement ("Amendment") is made and entered into as of this 23rd day of OCTOBER 2017, by and among the Wheeling Park District, an Illinois park district and unit of local government (the "Park District"), the Village of Wheeling, an Illinois municipal corporation (the "Village"), and WTC, LLC, an Illinois Limited Liability Company ("WTC"). The Park District, the Village and WTC are hereinafter sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, the Park District owns certain real property commonly referred to as Lot 2 of the Heritage Park Subdivision, Cook County, Illinois, shown on the recorded plat of subdivision (recorded with the Cook County Recorder of Deeds as Document Number 1312239062) attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, The Village owns certain real property commonly referred to as Lots 1 and 2 of the Wheeling Park District and Municipal Subdivision located in Wheeling, Cook County, Illinois, shown on the recorded plat of subdivision (recorded with the Cook County Recorder of

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Deeds as Document Number 0725016051 attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, on or about October 1, 2007 as part of an agreement to exchange certain parcels of real property between the Parties (the "Exchange Agreement"), the Park District and the Village entered into an Agreement to Grant and Convey a Cross Access Easement (the "Cross Access Agreement"); and

WHEREAS, under the terms of the Cross Access Agreement the Park District granted to the Village and its successors and assigns a perpetual non-exclusive cross access easement on the Park District-owned driveway ("Driveway") located immediately west of the Park District's Community Recreation Center ("CRC") and adjacent to the eastern property line of the property commonly known as Lot 1 of the Wickes Corp. Subdivision; and

WHEREAS, After the Village and the Park District entered into the Cross Access Easement, Heritage Park Subdivision and the Wheeling Town Center subdivision (attached hereto as Exhibit C and recorded with the Cook County Recorder of Deeds as Document Number 1713945047) were approved and plats for said subdivisions were recorded; and

WHEREAS, on May 18, 2017, the Village conveyed Lot 1 of the Wickes Corp. Subdivision to WTC; and

WHEREAS, the purpose of this Amended Cross Access Easement is to allow vehicular traffic traveling from Lot 2 of Heritage Park Subdivision to Lot 10 of the Town Center Subdivision, and from Lot 10 of the Town Center Subdivision to Lot 2 of the Heritage Park Subdivision, as legally described and depicted in Exhibit D attached hereto and incorporated herein by this reference; and

WHEREAS, pursuant to Section 7 (F) and Exhibit F of the Exchange Agreement, the Cross Access Easement shall not become effective unless and until the Village completes construction of the vehicular traffic signalization and commences signalization operation at the intersection of Dundee Road and Community Boulevard ("Signalization Project") which Signalization Project is now completed; and

WHEREAS, the Cross Access Easement was not recorded and was to be held in escrow by the attorney for the Village until such time as the Signalization Project Contingency has been satisfied, and upon execution of this Amendment will continue to be held in escrow and not recorded; and

WHEREAS, the Parties desire to amend the cross access easement to: (i) add WTC as a party due to its ownership of Lot 10 of the Town Center Subdivision Plat; (ii) establish the exact points of ingress and egress from and to Lot 2 in Heritage Park Subdivision and Lot 10 of the Town Center Subdivision; (ii) permit right-in and right-out ingress and egress from and to Dundee Road; and (iii) establish easements for perpetual ingress and egress across Lot 10 of the

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Town Center Subdivision and Lot 2 of the Heritage Park Subdivision; and

WHEREAS the requested amendments to the Cross Access Easement are intended to improve traffic flow in and out of the Wheeling Town Center Development and to provide for improved emergency vehicle coverage; and

WHEREAS, the Parties desire to meet their objectives by entering into this amendment to the Cross Access Easement; and

WHEREAS, the Parties have determined that it is in their respective best interests and the best interests of the public to enter into an amendment to the Cross Access Easement upon and subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated herein by reference as though fully set forth in this Section 1.

2. Amended Park District Easement Grant. Subject to the conditions contained herein, the Park District grants, gives and conveys to the WTC, its successors and assigns, a non-exclusive easement running with the land for vehicular ingress and egress over, upon, and across that portion of Lot 2 of the Heritage Park Subdivision legally described and depicted in Exhibit D, attached hereto and incorporated herein by reference ("Amended Park District Easement Grant"). The Amended Park District Easement Grant shall be as an easement appurtenant to Lot 10 of the Town Center Subdivision, and as an easement appurtenant to Lot 2 of the Heritage Park Subdivision. Vehicular ingress and egress between Lot 10 of the Town Center Subdivision and the Driveway shall be strictly limited to those points of access specified as "curb cuts" on the attached Exhibit D. The Parties intend and agree that upon this Amended Park District Easement Grant becoming effective, Lot 10 in the Town Center Subdivision will have access to the extended Community Boulevard only from the access points specified in Exhibit D, and no other points of ingress or egress onto Park District-owned property shall be permitted. Not less than thirty (30) days prior to commencement of any initial construction activity on the Amended Park District Easement Grant, WTC, its successors or assigns, or any third party acting under any of them, shall submit, insurance certificates (naming the Park District as additional insured), performance and payment bonds (naming the Park District as co-obligee), and schedule. No construction shall commence until the Park District has issued a written approval for commencement of the work. Park District approval shall not be unreasonably withheld or delayed. Construction plans shall include but not be limited to, roadway construction details, signage identifying the Park District to be placed in accordance with Village Code requirements and at a location reasonably determined by WTC, and landscaping. This Amended Park District Easement Grant replaces and supersedes the Cross Access Easement granted to the Village by the Park District pursuant to the Exchange

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Agreement. The Parties agree that if the development is not constructed in general accordance with the approved plans referred to in Final PUD Ordinance No. 5033 approved on October 11, 2016, the Park District may revoke this Amendment. In the event the Park District exercises its right to revoke, the Original Agreement to Grant and Convey a Cross Access Easement dated October 1, 2007 shall remain in effect and may be recorded by the Village.

3. WTC Easement Grant over Lot 10 of the Town Center Subdivision. WTC hereby grants, gives and conveys to the Park District, and its invitees, public users, successors and assigns, a non-exclusive easement running with the land for vehicular ingress and egress over, upon, and across Lot 10 of the Town Center Subdivision legally described and depicted in Exhibit C, attached hereto and incorporated herein by reference ("WTC Easement Grant/ Town Center Subdivision").

4. Maintenance. The Village, WTC, and their respective successors and assigns shall be solely responsible for all costs related to the easements granted under this Amendment, including but not limited to construction, operation maintenance, repair and replacement of any improvements on the Amended Park District Easement Grant and the WTC Easement Grant/ Town Center Subdivision. The work will be done in accordance with Village Code requirements. It is the intention of the Parties that all costs and expenses associated with design, construction, operation, maintenance, repair and replacement of any improvements (including signage and landscaping) contained within each of the easements granted under this Amendment shall be the sole responsibility of the Village, WTC and their respective successors and assigns, and that the Park District shall not be responsible for any costs or expenses arising therefrom. In the event that the Village or WTC desires to perform any repairs or maintenance activity upon the WTC Easement Grant/ Town Center Subdivision, the Village or WTC shall provide the Park District with all documentation related to the work, including but not limited to, construction drawings and documents, certificates of insurance naming the Park District as an additional insured, performance and payment bonds naming the Park District as a co-obligee and a schedule setting forth the dates and times of the work. The Park District will not unreasonably withhold or delay its approval.

5. Duty to Warn; Safety. Each Party shall notify the other Party prior to commencement of any excavation, construction, repair or maintenance activity on any parcel that may affect the other Party's use and access to any easement rights granted hereunder, and the Parties shall reasonably cooperate with respect to the commencement, timing and location of such activity so as to protect the public at large and to avoid interference with any of the Parties' activities on their respective parcels. The easements granted under this Amendment shall not be used for any vehicular ingress or egress related to construction of any improvements on Lot 1 of the Wickes Corp. property.

6. Insurance. Each Party, at its sole cost and expense, shall keep in full force and effect at all times during this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement. Each Party shall provide coverage that is at least as broad as:

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a. Comprehensive general liability insurance, including contractual liability coverage, and such other types of insurance in such amounts and with such A-rated companies or through self insurance risk pools as are reasonably acceptable to the other Party, but, in any event, no less than \$3,000,000 per occurrence. Such insurance shall be evidenced by annually providing to the other Party certificates of insurance. Said insurance shall name the other Party as an additional insured and will further provide that the insurance may not be modified, terminated, cancelled or non-renewed without at least thirty (30) days advance written notice by certified mail, return receipt requested, to the other Party.

The minimum insurance coverage specified in this Paragraph 5 may be provided by self-insurance, participation in a risk management pool, commercial policies of insurance, or a combination thereof. Given the duration of this Agreement, required insurance coverage and/or amounts may need to be modified to adequately protect the Parties against possible claims arising from the Parties' rights and obligations under the terms of this Agreement. The Parties shall, from time to time, mutually review the insurance coverage required in this Paragraph 5, and shall mutually agree upon increases in coverage amounts or additional insurance as may be commensurate with similar agreements or other similarly situated parties in the Chicagoland area and as may be reasonably necessary to protect the Parties against these risks. The Village's duty to provide insurance under this Agreement may be transferred to the WTC Property Owners Association upon assignment of the Village's interests in this Amendment, subject to the prior written approval of the Park District which shall not be unreasonably withheld.

7. Indemnification. To the fullest extent permitted by law, the Village and WTC shall each indemnify, defend and hold harmless the Park District, its elected and appointed officers, officials, employees, volunteers and agents (collectively, the "Indemnitees"), from and against any and all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), incurred by any of the Indemnitees for injuries to persons or for damage, destruction or theft of property arising out of or resulting from any activity, act or omission of the Village, WTC or either of them, or of any employee, agent, affiliate, vendor, invitee, contractor, or volunteer, successor or assign of the Village, WTC or either of them (the Village, WTC, and each and every such other person being hereinafter individually and collectively referred to as the "Indemnitor"), but only to the extent caused in whole or in part by any wrongful or negligent act or omission of the Indemnitor. Similarly, each Indemnitor shall indemnify, defend and hold harmless the Indemnitees from and against any and all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), incurred by any of the Indemnitees by reason of the Indemnitor's breach of any of its obligations under this Agreement.

8. Exceptions. The easements granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations, and to all questions of survey and rights of any parties which would be revealed by a physical inspection of parcels upon which the easements are situated.

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9. Entire Agreement. This instrument contains the entire agreement and understanding between the Parties relating to the rights granted herein and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect, and modifications to this Agreement must be in writing and must be signed by all Parties to this Agreement.

10. Severability. Invalidation by judgment or court order of any one or more of the covenants or restrictions contained herein shall in no way affect any other provisions which shall remain in full force and effect.

11. Covenants Running with the Land. This easement and the promises contained in this Agreement shall be covenants running with the land and shall be binding upon the Parties and any of their lessees, successors in interest, heirs, devisees and assigns from and after the date of execution by the Parties hereto.

12. Law Governing. The laws of the State of Illinois shall govern the terms of this Agreement both as to interpretation and performance.

13. Captions and Paragraph Headings. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

14. Notices. All notices provided for herein shall be served upon the Parties by personal delivery, fax or Certified United States mail, return receipt requested, at the following locations, or at such other location or locations as the Parties may from time to time designate in writing:

If to Park District: Wheeling Park District
 333 W Dundee Road
 Wheeling, IL 60009
 (Fax) 847-537-3481
 Email: jbuchs@wheelingparkdistrict.com
 Attention: Executive Director

If to the Village: Village of Wheeling
 2 Community Boulevard
 Wheeling Illinois 60090
 (Fax) 847-459-9692_
 Email: jsfondilis@wheelingil.gov
 Attention: Village Manager

If to WTC WTC, LLC c/o The Lynmark Group
 Four Executive Boulevard, Suite 200

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Suffren, New York 10901
Fax
Email: BFriedman@Lynmark.net
Attention: Brad Friedman

15. No Waiver of Tort Immunity. Nothing contained in this Agreement shall constitute a waiver by either the Park District or the Village of any right, privilege or defense which either Party is entitled under statutory or common law, included but not limited to the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.

16. No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish, or impose any legal duty to any third party.

17. Counterparts: This Agreement may be executed in three or more duplicate counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

18. Recording. This Agreement shall be recorded with the Cook County Recorder of Deeds following approval and execution by the Parties. If this Agreement is thereafter terminated by action of the Parties the Party terminating this Agreement shall record a writing evidencing the termination of this Agreement with the Cook County Recorder of Deeds.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

WHEELING PARK DISTRICT

VILLAGE OF WHEELING

By: *Ane Atein*
President, Board of Park Commissioners
Wheeling Park District

By: _____
Village President
Village of Wheeling

Attest:

Attest:

By: *Jon Buchs*
Secretary, Board of Park Commissioners

By: _____
Village Clerk, Village of Wheeling

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Suffren, New York 10901
Fax
Email: BFriedman@Lynmark.net
Attention: Brad Friedman

15. No Waiver of Tort Immunity. Nothing contained in this Agreement shall constitute a waiver by either the Park District or the Village of any right, privilege or defense which either Party is entitled under statutory or common law, included but not limited to the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.

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WHEELING PARK DISTRICT

By: *Arc Ateu*
President, Board of Park Commissioners
Wheeling Park District

VILLAGE OF WHEELING

By: *Lateil Yurker*
Village President
Village of Wheeling

Attest:

By: *Jan Buchs*
Secretary, Board of Park Commissioners

Attest:


By: *Elaine E. Dwyer*
Village Clerk, Village of Wheeling



7

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WTC, LLC

By: 
[Office] *Member*

Attest:
By: 
[Office]

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

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WHEELING PARK DISTRICT ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTIES OF COOK AND LAKE)

I, the undersigned, a Notary Public in the State aforesaid, DO HEREBY CERTIFY THAT SUE STEIN and JAN BUCHS, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15th day of August, 2017.

Marian L Krass
Notary Public

My Commission expires: 2/26/20



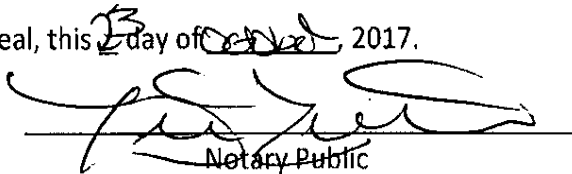
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VILLAGE OF WHEELING ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Patrick Hochstetler and Elaine Simpson, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 13 day of April, 2017.



Notary Public



My Commission expires: 9/25/18

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WTC, LLC ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

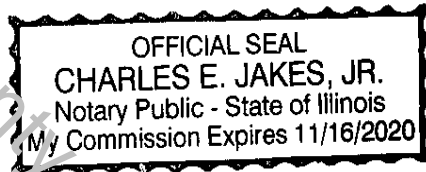
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Stephanie Kidbas and Brad Friedman personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17th day of October, 2017.

Charles E. Jakes, Jr.

Notary Public

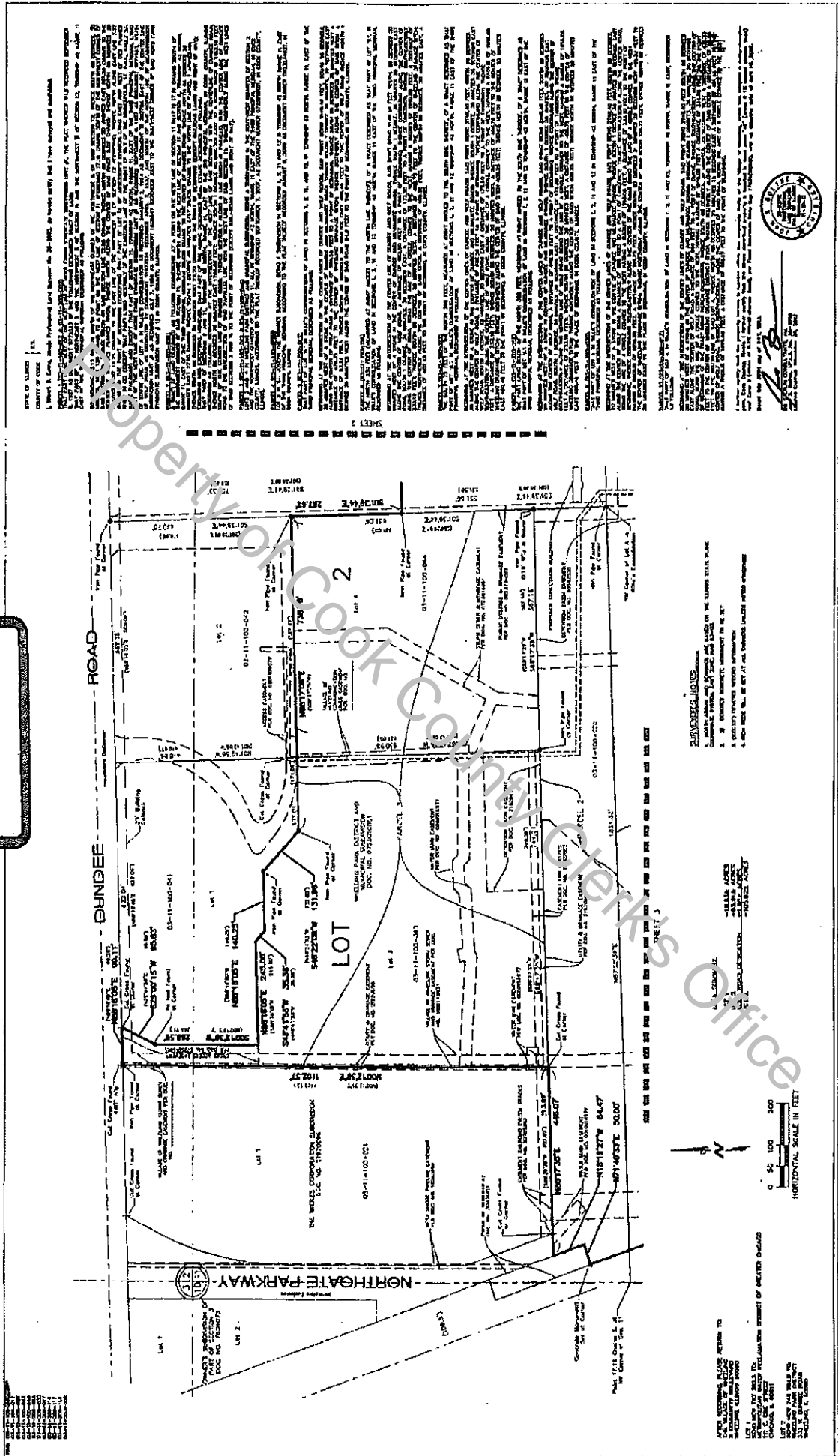
My Commission expires: 11-16-2017



538495.3

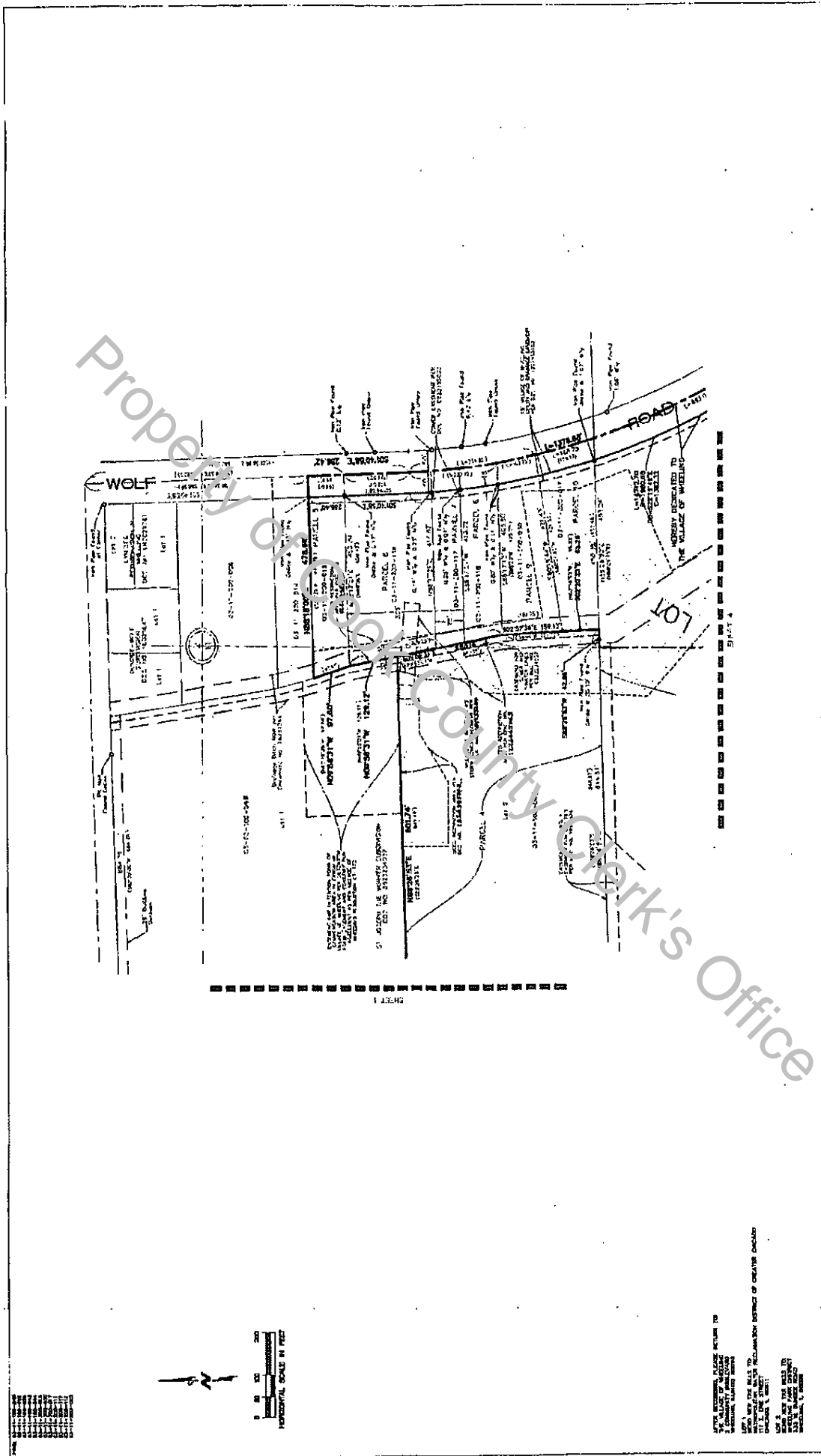
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EXHIBIT A



DRAWN BY: [Name]	DATE: 01-11-2021	
CHECKED BY: [Name]	DATE: 01-11-2021	
APPROVED BY: [Name]	DATE: 01-11-2021	
PROPERTY OF COOK COUNTY		
CLERK'S OFFICE		
REVISIONS:		
NO.	DATE	DESCRIPTION
1	01-11-2021	INITIAL PLAN
2	01-11-2021	ADDED LOT 3
3	01-11-2021	ADDED LOT 2
4	01-11-2021	ADDED LOT 1
INITIAL PLAN OF HERITAGE PARK SUBDIVISION		
FROM A SUBDIVISION OF PART OF THE EASTWEST QUARTER OF SECTION 1 AND PART OF THE NORTH HALF OF SECTION 11, ALL IN TOWNSHIP 43N, RANGE 12E, COOK COUNTY, ILLINOIS		
DR. STEPHEN CORNELLI, INC.		
REGISTERED PROFESSIONAL ENGINEER		
NO. 0484333-0001		
THE PROFESSIONAL SEAL NUMBER		

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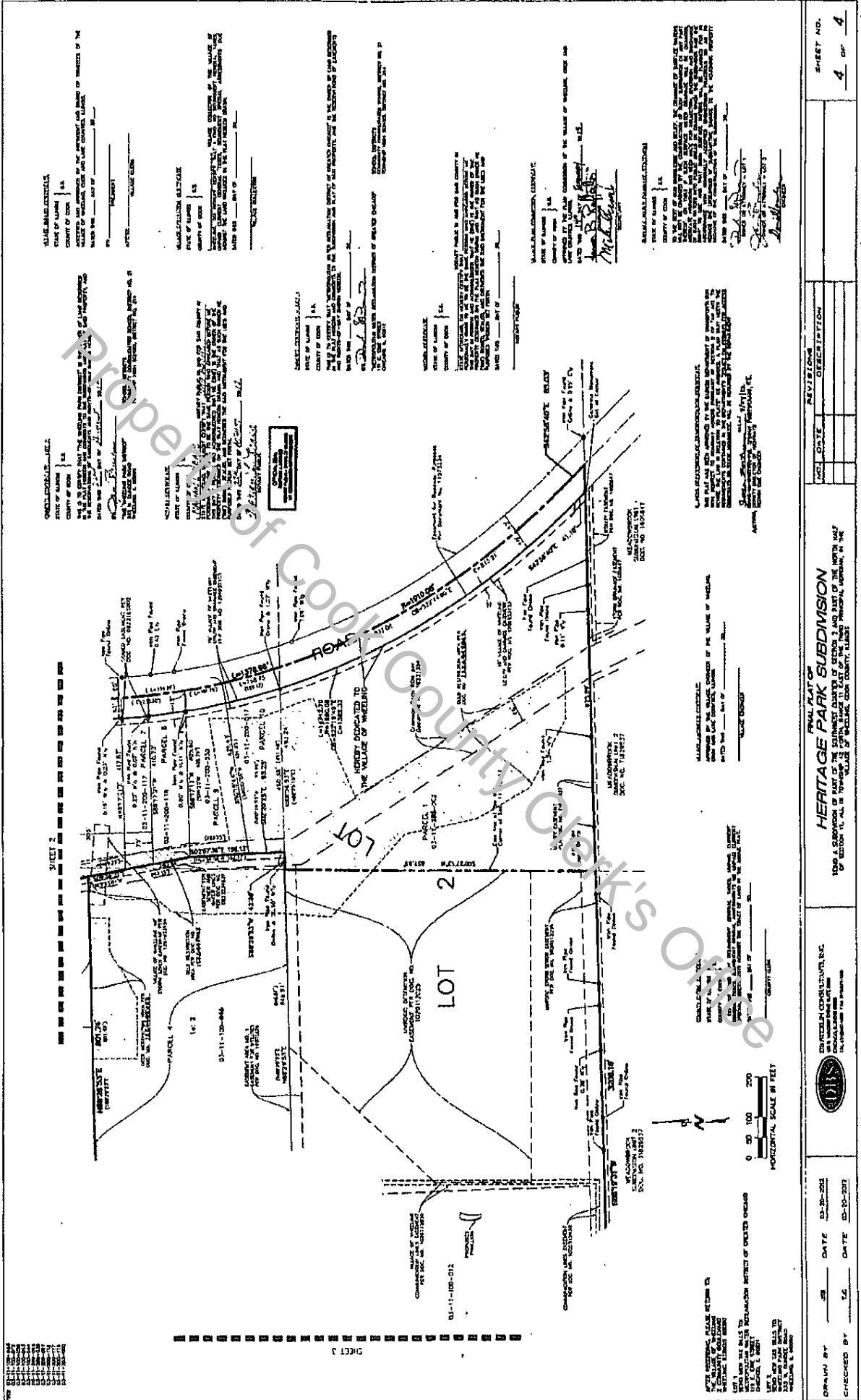


	REVISED		SHEET NO.
			2 OF 4
<p>HERITAGE PARK SUBDIVISION</p> <p>BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 3, AND PART OF THE NORTH HALF OF SECTION 11, ALL IN TOWNSHIP 43 NORTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN IN THE COUNTY OF WASHINGTON, DISTRICT OF COLUMBIA</p>			
<p>PLAN PART OF</p>			
<p>HERITAGE PARK SUBDIVISION</p>			
<p>BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 3, AND PART OF THE NORTH HALF OF SECTION 11, ALL IN TOWNSHIP 43 NORTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN IN THE COUNTY OF WASHINGTON, DISTRICT OF COLUMBIA</p>			
<p>PREPARED BY: [Name]</p> <p>DATE: [Date]</p>			
<p>CHECKED BY: [Name]</p> <p>DATE: [Date]</p>			



DRAWN BY: [Name] DATE: 03-20-2012
 CHECKED BY: [Name] DATE: 03-20-2012

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SECTION 16, T11N, R11E, S11W

COOK COUNTY, ILLINOIS

HERITAGE PARK SUBDIVISION

SECTION 16, T11N, R11E, S11W

COOK COUNTY, ILLINOIS

PLAT NO. 182517

DATE: [Date]

PROPERTY OWNER: [Name]

DATE: [Date]

PROPERTY ADDRESS: [Address]

APPLICANT: [Name]

DATE: [Date]

PLAT NO. 182517

SECTION 16, T11N, R11E, S11W

COOK COUNTY, ILLINOIS

HERITAGE PARK SUBDIVISION

SECTION 16, T11N, R11E, S11W

COOK COUNTY, ILLINOIS

PLAT NO. 182517

DATE: [Date]

PROPERTY OWNER: [Name]

DATE: [Date]

PROPERTY ADDRESS: [Address]

APPLICANT: [Name]

DATE: [Date]

PLAT NO. 182517

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Wheeling Town Center

being a Subdivision of part of the West 1/2 of the Southeast 1/4 Section 2 and the East 1/2 of the Southeast 1/4 of Section 3 and the East 1/2 of the Northwest 1/4 of Section 10 and the West 1/2 of the Northwest 1/4 of Section 11, together with Lot 1 in Widlake Corporation subdivision, being a subdivision of part of Sections 2 and 11, all in Township 42 North, Range 11 East of the Third Principal Meridian, Cook County, Illinois

LOTS CREATED BY THIS SUBDIVISION
SEE PAGE 2 FOR EASEMENT DETAILS
SEE PAGE 3 FOR SURVEY DETAILS

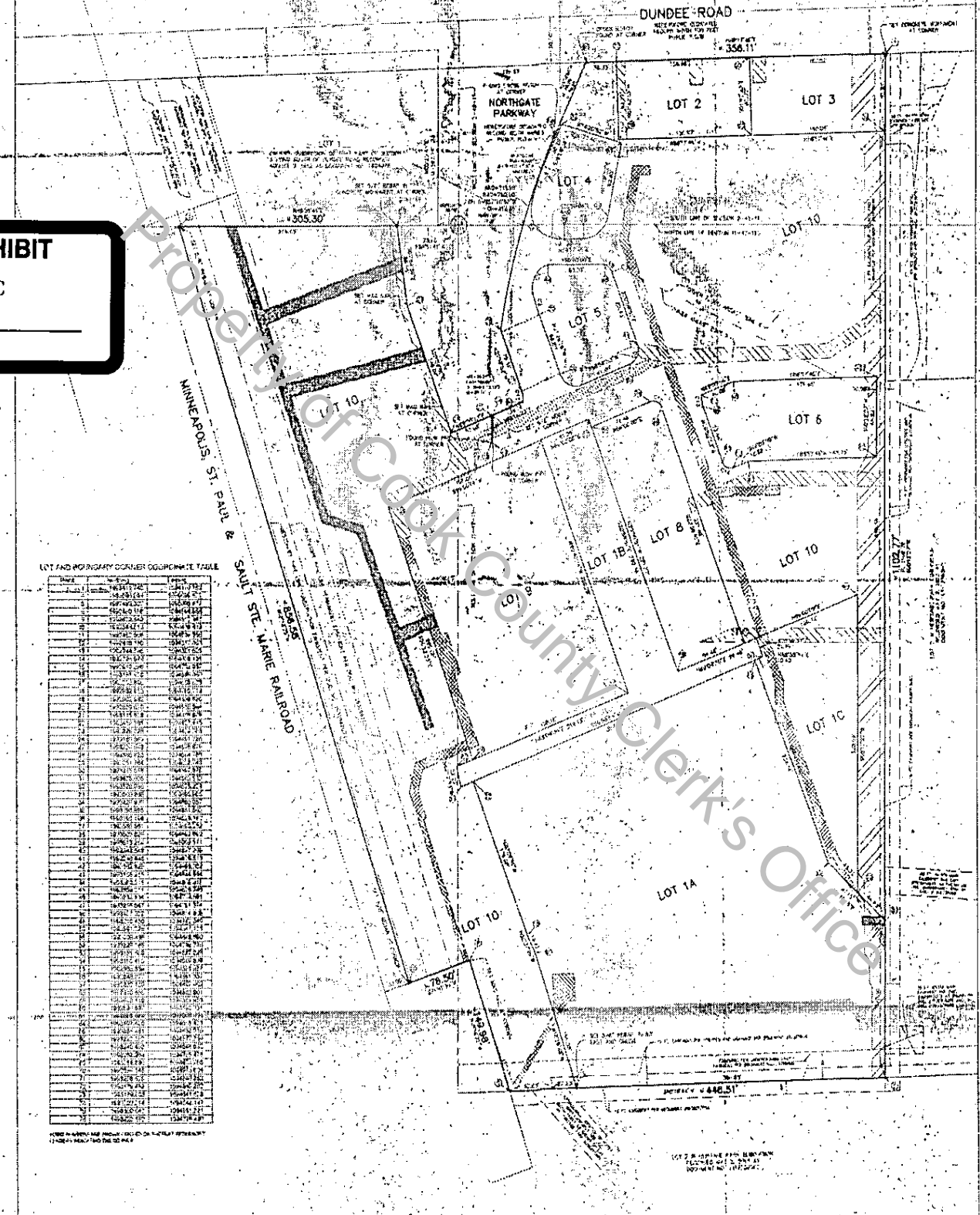
PLAT NO. 2016-22647-001
FILED FOR RECORD IN COOK COUNTY, ILLINOIS
RECORDED IN BOOK 180534 OF RECORDS OF COOK COUNTY, ILLINOIS
DATE OF RECORDING: 05/17/2016
BY: JESSICA M. HARRIS, CLERK OF COOK COUNTY

03-11-101-031
03-11-100-043
03-10-262-022
03-10-255-003
03-10-252-028



DATE THIS PLAN FILED:
PLAN FILED BY:
COUNTY OF COOK, ILLINOIS
WHEELING TOWN CENTER

EXHIBIT
C



LOT AND BOUNDARY CORNER OCCURRENCE TABLE

LOT NO.	CORNER NO.	BEARING	DISTANCE	ADJACENT LOT	ADJACENT PROPERTY
1	1	N 89° 15' 00" W	120.00	2	LOT 2
1	2	S 89° 15' 00" E	120.00	2	LOT 2
1	3	S 00° 00' 00" E	300.00	3	LOT 3
1	4	N 89° 15' 00" W	120.00	3	LOT 3
1	5	S 89° 15' 00" E	120.00	4	LOT 4
1	6	S 00° 00' 00" E	300.00	5	LOT 5
1	7	N 89° 15' 00" W	120.00	5	LOT 5
1	8	S 89° 15' 00" E	120.00	6	LOT 6
1	9	S 00° 00' 00" E	300.00	7	LOT 7
1	10	N 89° 15' 00" W	120.00	7	LOT 7
1	11	S 89° 15' 00" E	120.00	8	LOT 8
1	12	S 00° 00' 00" E	300.00	9	LOT 9
1	13	N 89° 15' 00" W	120.00	9	LOT 9
1	14	S 89° 15' 00" E	120.00	10	LOT 10
1	15	S 00° 00' 00" E	300.00	11	LOT 11
1	16	N 89° 15' 00" W	120.00	11	LOT 11
1	17	S 89° 15' 00" E	120.00	1	LOT 1

NOTE: IN ADDITION TO THE CORNERS LISTED IN THIS TABLE, THERE ARE ALSO CORNERS ON THE ADJACENT LOTS.

RECORDED MAY 11, 2016 WILLIAMS CREDIT LTD.
RECORDED MAY 14, 2016 PER OPEN NORTHWOOD
RECORDED APRIL 25, 2016
RECORDED APRIL 27, 2016
RECORDED NOVEMBER 17, 2016
RECORDED OCTOBER 17, 2016
RECORDED AUGUST 11, 2016

GRENEY & BERRYMAN
2016-22647-001

IMPORTANT NOTES:

- ALL LOTS BOUNDARIES SHOWN ARE BASED ON THE DATA PROVIDED TO THE SURVEYOR.
- NO WARRANTY IS MADE AS TO THE ACCURACY OF THE DATA PROVIDED TO THE SURVEYOR.
- THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO OBSTRUCTIONS TO THE SURVEY.
- THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO OBSTRUCTIONS TO THE SURVEY.

LOT NO.	AREA (SQ FT)	PERCENTAGE
1	10000.00	100.00%
2	10000.00	100.00%
3	10000.00	100.00%
4	10000.00	100.00%
5	10000.00	100.00%
6	10000.00	100.00%
7	10000.00	100.00%
8	10000.00	100.00%
9	10000.00	100.00%
10	10000.00	100.00%
11	10000.00	100.00%

LOT NO.	AREA (SQ FT)	PERCENTAGE
1	10000.00	100.00%
2	10000.00	100.00%
3	10000.00	100.00%
4	10000.00	100.00%
5	10000.00	100.00%
6	10000.00	100.00%
7	10000.00	100.00%
8	10000.00	100.00%
9	10000.00	100.00%
10	10000.00	100.00%
11	10000.00	100.00%

NOTE: BOTH THE AREA LISTED AND THE PERCENTAGE LISTED ARE BASED ON THE TOTAL AREA OF THE PROPERTY.

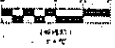
UNOFFICIAL COPY

Wheeling Tower Center

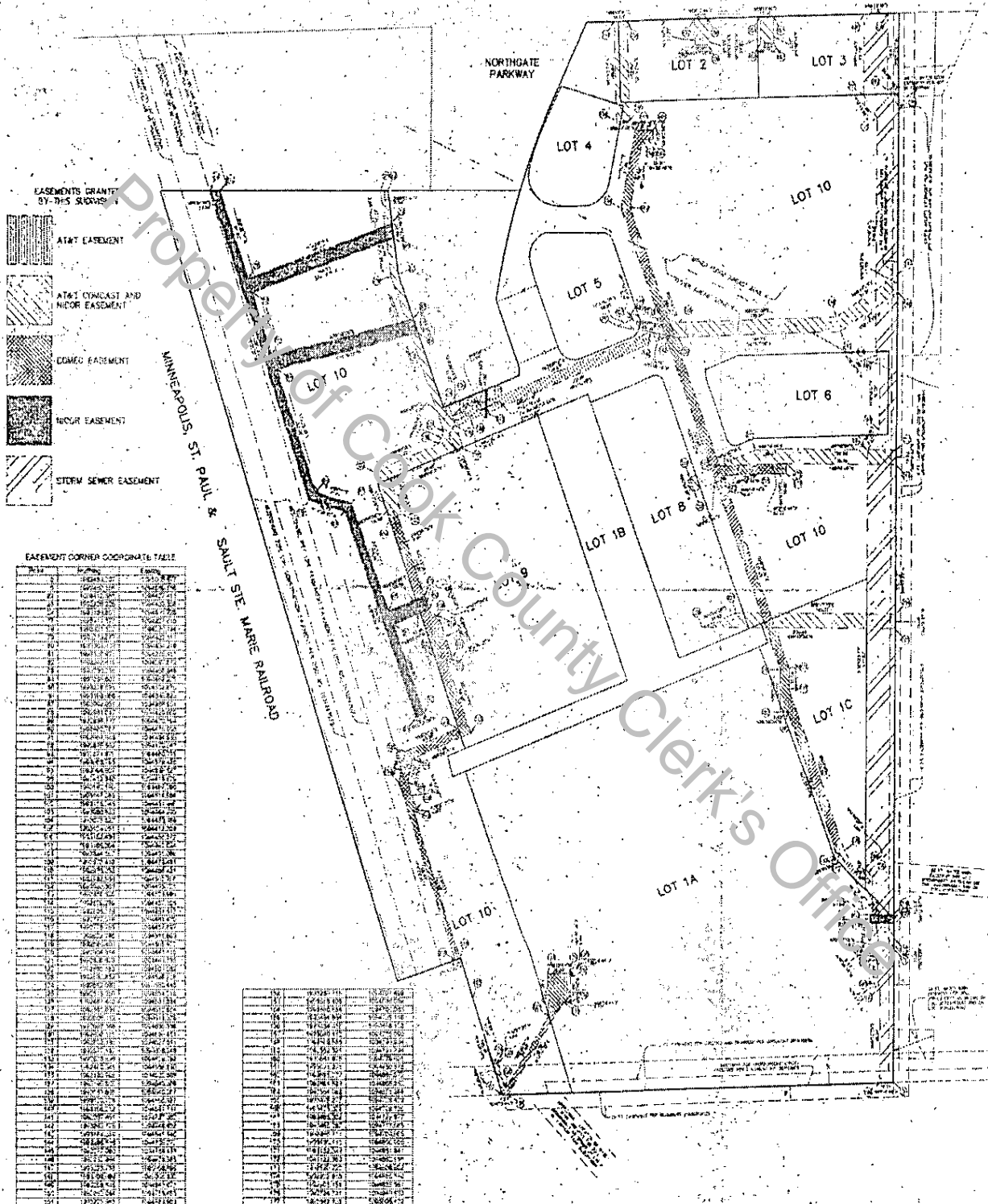
being a Subdivision of part of the West 1/2 of the Southwest 1/4 Section 2, and the East 1/2 of the Southeast 1/4 of Section 3 and the East 1/2 of the Northwest 1/4 of Section 10 and the West 1/2 of the Northwest 1/4 of Section 11, together with Lot 1 in Wickes Corporation Subdivision, being a subdivision of part of Sections 2 and 11, all in Township 42 North, Range 11, East of the Third Principal Meridian, Cook County, Illinois.

EASEMENT DETAILS






GRAPHIC SCALE



DUNDEE ROAD



EASEMENTS GRANTED BY THIS SUBDIVISION

-  AT&T EASEMENT
-  AT&T OVERCAST AND NEIGH EASEMENT
-  CDMG EASEMENT
-  HOUR EASEMENT
-  STORM SEWER EASEMENT

EASEMENT CORNER COORDINATE TABLE

STATION	FROM	TO	TYPE	COORDINATE
1	1045836.34	1045836.34	Station	1045836.34
2	1045836.34	1045836.34	Station	1045836.34
3	1045836.34	1045836.34	Station	1045836.34
4	1045836.34	1045836.34	Station	1045836.34
5	1045836.34	1045836.34	Station	1045836.34
6	1045836.34	1045836.34	Station	1045836.34
7	1045836.34	1045836.34	Station	1045836.34
8	1045836.34	1045836.34	Station	1045836.34
9	1045836.34	1045836.34	Station	1045836.34
10	1045836.34	1045836.34	Station	1045836.34
11	1045836.34	1045836.34	Station	1045836.34
12	1045836.34	1045836.34	Station	1045836.34
13	1045836.34	1045836.34	Station	1045836.34
14	1045836.34	1045836.34	Station	1045836.34
15	1045836.34	1045836.34	Station	1045836.34
16	1045836.34	1045836.34	Station	1045836.34
17	1045836.34	1045836.34	Station	1045836.34
18	1045836.34	1045836.34	Station	1045836.34
19	1045836.34	1045836.34	Station	1045836.34
20	1045836.34	1045836.34	Station	1045836.34
21	1045836.34	1045836.34	Station	1045836.34
22	1045836.34	1045836.34	Station	1045836.34
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24	1045836.34	1045836.34	Station	1045836.34
25	1045836.34	1045836.34	Station	1045836.34
26	1045836.34	1045836.34	Station	1045836.34
27	1045836.34	1045836.34	Station	1045836.34
28	1045836.34	1045836.34	Station	1045836.34
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38	1045836.34	1045836.34	Station	1045836.34
39	1045836.34	1045836.34	Station	1045836.34
40	1045836.34	1045836.34	Station	1045836.34
41	1045836.34	1045836.34	Station	1045836.34
42	1045836.34	1045836.34	Station	1045836.34
43	1045836.34	1045836.34	Station	1045836.34
44	1045836.34	1045836.34	Station	1045836.34
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46	1045836.34	1045836.34	Station	1045836.34
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48	1045836.34	1045836.34	Station	1045836.34
49	1045836.34	1045836.34	Station	1045836.34
50	1045836.34	1045836.34	Station	1045836.34
51	1045836.34	1045836.34	Station	1045836.34
52	1045836.34	1045836.34	Station	1045836.34

REVISIONS

NO.	DATE	DESCRIPTION
1	2016-05-11	PRELIMINARY CHECK ONLY
2	2016-05-18	REVISED MAY 18, 2016 PER OWNER REQUESTS
3	2016-05-18	REVISED APRIL 13, 2017
4	2016-05-18	REVISED APRIL 11, 2017
5	2016-05-18	REVISED NOVEMBER 11, 2017
6	2016-05-18	REVISED OCTOBER 20, 2017
7	2016-05-18	REVISED AUGUST 21, 2018

SCALE

CHECKED _____

DRAWN _____

DATE _____

PROJECT GREINLEY & REDBURN

DATE 2016-22647-001

SCALE 2" = 4'

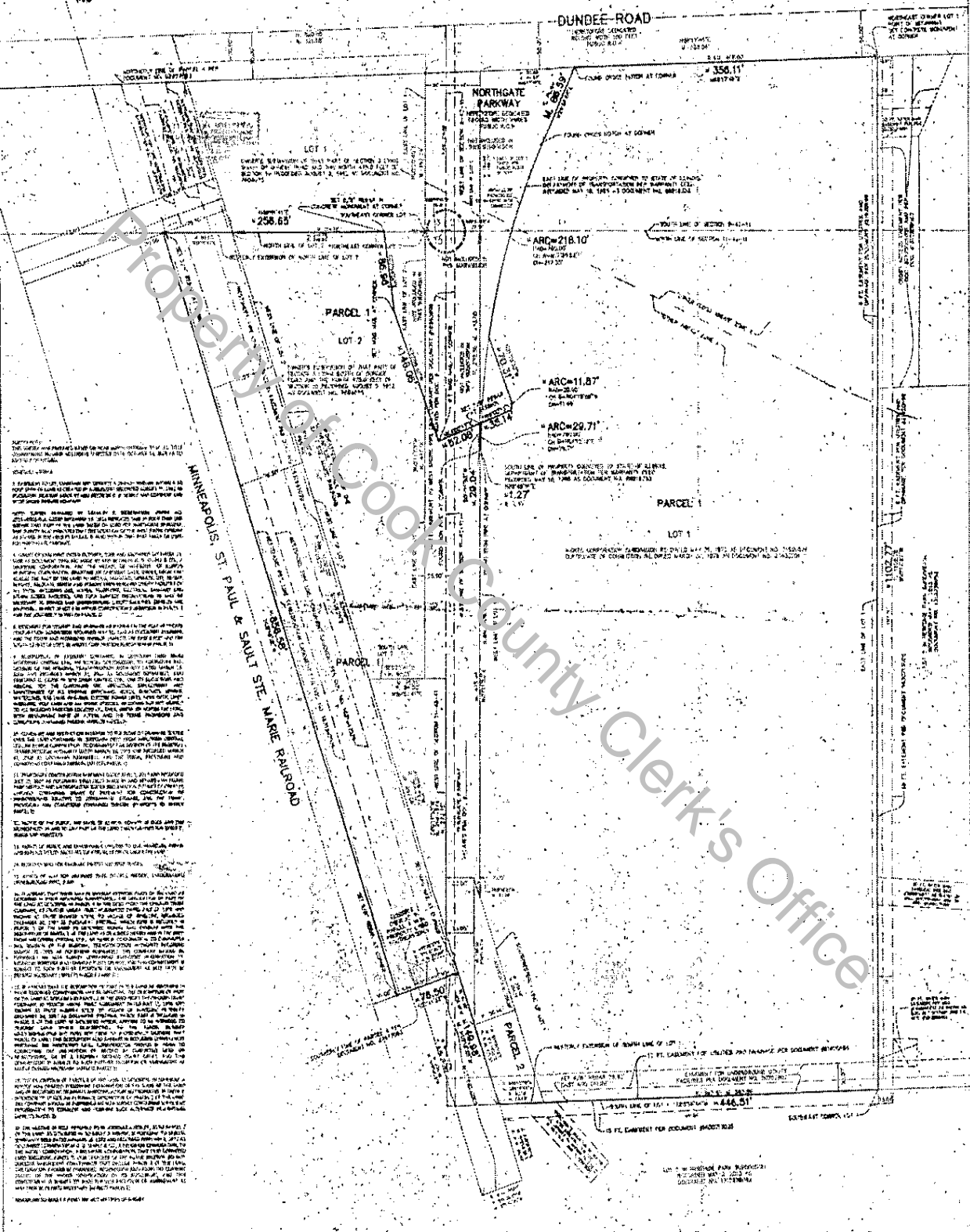
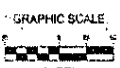
STATION	COORDINATE	TYPE
1	1045836.34	Station
2	1045836.34	Station
3	1045836.34	Station
4	1045836.34	Station
5	1045836.34	Station
6	1045836.34	Station
7	1045836.34	Station
8	1045836.34	Station
9	1045836.34	Station
10	1045836.34	Station
11	1045836.34	Station
12	1045836.34	Station
13	1045836.34	Station
14	1045836.34	Station
15	1045836.34	Station
16	1045836.34	Station
17	1045836.34	Station
18	1045836.34	Station
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28	1045836.34	Station
29	1045836.34	Station
30	1045836.34	Station
31	1045836.34	Station
32	1045836.34	Station
33	1045836.34	Station
34	1045836.34	Station
35	1045836.34	Station
36	1045836.34	Station
37	1045836.34	Station
38	1045836.34	Station
39	1045836.34	Station
40	1045836.34	Station
41	1045836.34	Station
42	1045836.34	Station
43	1045836.34	Station
44	1045836.34	Station
45	1045836.34	Station
46	1045836.34	Station
47	1045836.34	Station
48	1045836.34	Station
49	1045836.34	Station
50	1045836.34	Station

UNOFFICIAL COPY

Wheeling Town Center

being a Subdivision of part of the West 1/2 of the Southwest 1/4 Section 2 and the East 1/2 of the Southeast 1/4 of Section 3 and the East 1/2 of the Northeast 1/4 of Section 10 and the West 1/2 of the Northwest 1/4 of Section 11, together with Lot 4 in Wickham Corporate Subdivision, being a subdivision of part of Sections 2 and 11, all in Township 12 North, Range 11, East of the Third Principal Meridian, Cook County, Illinois.

PROPERTY SURVEYED FOR THIS SUBDIVISION
SEE PAGE 1 FOR LOTS CREATED BY THIS SUBDIVISION



NOTICE: THIS MAP AND THE INFORMATION CONTAINED HEREON IS UNOFFICIAL. THE OFFICIAL RECORD OF THIS MAP IS THE ORIGINAL RECORD OF THIS MAP AS FILED IN THE OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS. THE INFORMATION CONTAINED HEREON IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED AND IS NOT TO BE RELIED UPON FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED. THE INFORMATION CONTAINED HEREON IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED AND IS NOT TO BE RELIED UPON FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED.

RECEIVED MAY 11 2017 10:43 AM
RECEIVED MAY 11 2017 10:43 AM
RECEIVED MAY 11 2017 10:43 AM
RECEIVED MAY 11 2017 10:43 AM

SEARCHED	INDEXED
SERIALIZED	FILED
MAY 11 2017	
COOK COUNTY CLERK'S OFFICE	
2016-22647-001	

BUTTER NOTES
• EASEMENTS ARE SHOWN
ADJACENT TO LOT 4 AT ALL CORNERS INDICATED BY SYMBOL ON NOTATION
ESTABLISHED PRIOR TO PLAT RECORDATION
NO DIMENSIONS SHALL BE ADDED BY SCALE MEASUREMENT ON THIS PLAT

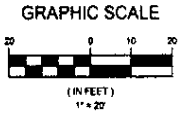
EXHIBIT D
UNOFFICIAL COPY

ACCESS EASEMENT EXHIBIT

SHOWING PROPOSED IMPROVEMENT PER "PARK DISTRICT ENTRANCE.DWG" BY
EROSION ENGINEERING ASSOCIATES, LTD. (IN DARKER LINES).

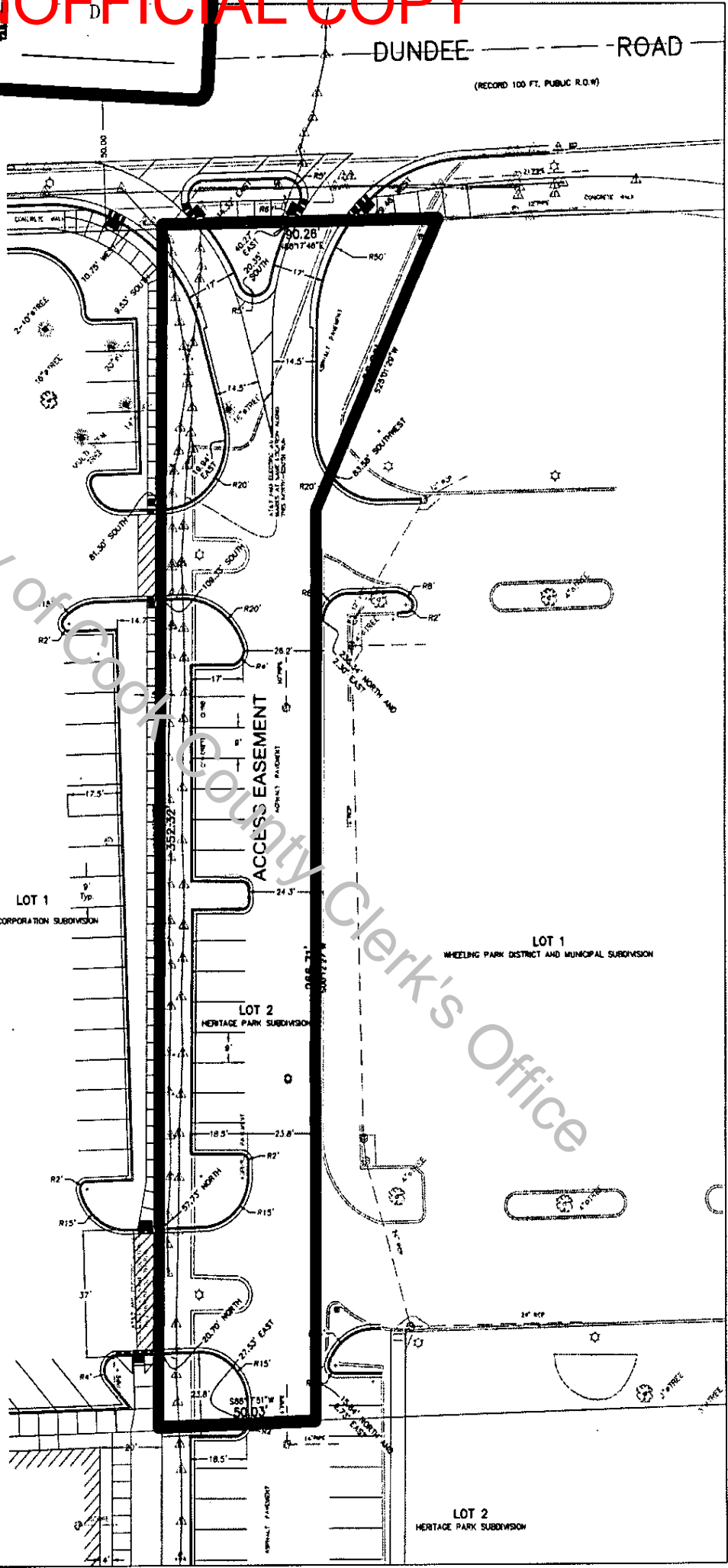
ALSO SHOWING THE IMPROVEMENTS FROM GREMLEY AND BIEDERMANN ALTAZACSM
LAND TITLE SURVEY ORDER #2014-20016-001 LAST REVISED BY ORDER #2016-22228
ON APRIL 5, 2016 IN LIGHT GRAY LINES.

DIMENSIONAL TIES ARE SHOWN FROM THE PROPOSED IMPROVEMENT TO THE
ACCESS EASEMENT.



LEGEND

- ⊙ Storm MH
- ⊙ Storm CB
- ⊙ Storm Inlet
- ⊙ San MH
- ⊙ Water MH
- ⊙ Water Buffalo Box
- ⊙ Water Fire Hydrant
- ⊙ Telephone Pedestal
- ⊙ Electric Light Pole
- ⊙ Tree - Deciduous
- ⊙ Tree - Evergreen
- ⊙ Sign Post
- ⊙ Unclassified Manhole
- ⊙ JULIE Mark - Gas
- ⊙ JULIE Mark - Electric
- ⊙ JULIE Mark - Telephone
- ⊙ JULIE Mark - Water
- ⊙ JULIE Mark - Sewer
- ⊙ JULIE Mark - AT&T



REVISED: APRIL 4, 2017 [RJT]
 REVISED: OCTOBER 4, 2016 PER ORDER #2016-23113 [RJT]

PROJECT NO.	2016-22935-002
DATE	10/04/16
SCALE	AS SHOWN
SHEET NO.	1 of 1

GREMLEY & BIEDERMANN
 P.L.L.C.
 1100 W. NORTH AVENUE, SUITE 200
 CHICAGO, ILLINOIS 60610
 TEL: 312.329.4400 FAX: 312.329.4401

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THAT PART OF LOT 2 IN HERITAGE PARK SUBDIVISION BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 2 AND THE NORTHWEST QUARTER OF SECTION 11, ALL IN TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 2, 2013 AS DOCUMENT NUMBER 1312239062, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH MOST NORTHWEST CORNER OF SAID LOT 2, BEING ALSO A POINT ON THE SOUTH LINE OF DUNDEE ROAD; THENCE NORTH 88°17'46" EAST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 90.26 FEET TO A CORNER OF SAID LOT 2; THENCE SOUTH 25°01'29" WEST ALONG AN EASTERLY PERIMETER LINE OF SAID LOT 2, A DISTANCE OF 95.80 FEET TO A CORNER OF SAID LOT 2; THENCE SOUTH 00°12'27" WEST ALONG AN EASTERLY PERIMETER LINE OF SAID LOT 2, A DISTANCE OF 266.71 FEET TO A CORNER OF SAID LOT 2; THENCE SOUTH 88°17'51" WEST 50.03 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2; THENCE NORTH 00°12'27" EAST ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 352.32 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 19,337 SQUARE FEET OR 0.4439 ACRES, MORE OR LESS.