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CT

AFTER RECORDING RETURN TO:  
1725 WINNETKA AVE, LLC  
2550 WAUKEGAN ROAD  
SUITE 220  
GLENVIEW, ILLINOIS 60025

For Recorder's Use



\*1821317028\*

Doc# 1821317028 Fee \$68.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 08/01/2018 11:37 AM PG: 1 OF 16

Property of Cook County Clerk's Office

## GRANT OF LIMITED PARKING EASEMENT

BY AND BETWEEN

**1725 WINNETKA AVE, LLC**  
AN ILLINOIS LIMITED LIABILITY COMPANY

AND

**NORTH SHORE SENIOR CENTER**  
AN ILLINOIS NOT-FOR-PROFIT CORPORATION

RECORDING FEE

68.00

DATE

5-18-18

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OK BY

*[Signature]*

BOX 333 CTI

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THIS GRANT OF LIMITED PARKING EASEMENT ("Agreement") is made and entered into and is effective as of June 29, 2018 (hereinafter the "Effective Date"), by and between 1725 WINNETKA AVE, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY ("1725" or "Owner" as context requires) and NORTH SHORE SENIOR CENTER, AN ILLINOIS NOT-FOR-PROFIT CORPORATION ("NSSC" or "Owner" as context requires).

## RECITALS:

A. NSSC is the fee simple owner of certain real property commonly known as 161 Northfield Road, Northfield, Illinois (the "NSSC Property" or "Parcel" as context requires), and legally described on **Exhibit A** to this Agreement.

B. 1725 is the fee simple owner of certain real property commonly known as 1725 Winnetka Avenue, Northfield, Illinois (the "1725 Property" or "Parcel" as context requires), and legally described on **Exhibit A** to this Agreement. The 1725 Property is or will be developed with residential units (individually a "Unit" and together "Units").

C. The NSSC Property and the 1725 Property are proximate to each other.

D. NSSC desires to grant to 1725 a relocatable and exclusive easement for twenty one (21) parking spaces.

**NOW THEREFORE**, in consideration of the foregoing recitals, and the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## ARTICLE I

### Incorporation/Grant of Parking Easement / Restrictions on Use

**1.01 Incorporation.** The preambles to this Agreement are fully incorporated herein by this reference thereto with the same force and effect as though restated herein.

#### **1.02. Grant of Parking Easement / Restrictions on Use.**

**a. Grant of Parking Easement.** NSSC does hereby grant and convey to 1725, and to and for the benefit of the 1725 Property, and to and for the benefit of 1725's tenants and their invitees and guests, a relocatable and exclusive easement appurtenant (the "Parking Easement") for twenty one (21) marked parking spaces (the "Parking Spaces") in the area legally described and designated on **Exhibit B** and captioned "Parking Easement Area". **Exhibit B** is attached hereto and incorporated herein by this reference thereto. The Parking Easement includes an ingress and egress easement over the NSSC Property as required to access the Parking Easement Area for use of the Parking Spaces. 1725 may install on the NSSC Property signage identifying the Parking Spaces that are the subject of this Agreement, which signage shall be reasonably acceptable in design, materials, size and manner of installation, to NSSC. The Parking Easement, the Parking Spaces, and the Parking Easement Area, may be relocated pursuant to the provisions of **Section 2.01 Relocation Right** below.

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**b. Restrictions on Use of Parking Easement.** It is acknowledged that the Parking Easement is for use only during "Off Hours" (hereinafter defined) and only by the residents from time to time located on the 1725 Property, and for the benefit of said residents invitees and guests. The Parking Easement, the Parking Spaces, and the Parking Easement Area: (i) shall be used solely for the parking of automobiles (inclusive of motorcycles, scooters and the like), and (ii) without limitation to the foregoing: (1) shall not at any time be used for overnight parking unless same would fall within Off Hours, (2) shall not be used for parking work, vendor, or service trucks, and (3) shall not be used for container storage or other storage devices. In addition, 1725 shall issue parking stickers to the 1725 Property residents which will be displayed on or viewable through the front windshield (or by other reasonable means for motorcycles or scooters) to identify their automobiles (inclusive of motorcycles, scooters and the like) and to allow for monitoring and compliance of use with the Off Hours. For purposes hereof, "Off Hours" shall mean the times and days of the week as set forth in the Off Hours Table below:

"Off Hours" Table

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
12:00 am - 11:59 pm	12:00am - 8:00am	12:00am - 8:00am	12:00am - 8:00am	12:00am - 8:00am	12:00am - 8:00am	12:00 am - 11:59 pm
	6:00 pm - 11:59 pm	6:00 pm - 11:59 pm	6:00 pm - 11:59 pm	6:00 pm - 11:59 pm	6:00 pm - 11:59 pm	

**1.03.Landscaping Improvements.** 1725 shall once, and only once, install those certain landscaping improvements as described on **Exhibit C** to this Agreement during the summer of 2018.

**1.04 HOA.** It is acknowledged and agreed that in the event the 1725 Property residences are converted from rental units to individual ownership, that a homeowners association ("HOA") will be created for the 1725 Property. Upon turning over the HOA to the individual unit owners, 1725 shall be released of any and all obligations and/or liability under this Agreement arising from and after the date of such turnover (the "Turnover Date"). From and after the Turnover Date, the HOA shall be the successor to 1725 and shall have all the rights and obligations of 1725 under this Agreement. From and after the Turnover Date, the HOA shall be an Owner for all purposes under this Agreement.

## ARTICLE II Relocation Right

**2.01 Relocation Right.** NSSC does hereby reserve the right to relocate, from time to time, the Parking Easement Area and Parking Spaces herein granted by this grant and conveyance of the Parking Easement, and except as hereinafter provided, may do so upon thirty (30) days written notice to 1725. NSSC covenants and agrees that in the event of future development by or on behalf of NSSC, from time to time, of all or any portion of NSSC Property which requires the use of that portion of NSSC Property consisting of the Parking Easement Area ("Future Development by NSSC"), NSSC and 1725 shall first meet (prior to relocation) to discuss in good faith, areas to relocate the Parking Spaces and Parking Easement Area, which relocation areas shall be reasonably proximate and convenient to 1725 Property and shall allow for pedestrian ingress and egress from the NSSC Property to the 1725 Property via public sidewalks or other means

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reasonably agreeable to NSSC and 1725 ("Relocation Area"). NSSC and 1725 shall meet reasonably promptly following written notice from NSSC to 1725 of NSSC's intention to relocate the Parking Easement Area and the Parking Spaces. Subject to the provisions of Section 3.02 below, 1725 and NSSC shall execute and deliver to each other, from time to time, a recordable amendment to this Agreement as necessary to give notice of the relocation of the Parking Easement Area and the Parking Spaces. The relocated Parking Easement Area and the Parking Spaces shall be of substantially the same area, utility, and character as the original Parking Easement Area and Parking Spaces.

## ARTICLE III

### Term / Automatic Renewal / Termination Right

**3.01 Term / Automatic Renewal.** The term of the Parking Easement shall be ten (10) consecutive one-year terms, automatically renewable on the first anniversary of the "Commencement Date" (hereinafter defined), subject to payment of an annual easement fee of \$5,000 ("Easement Fee") on or before the end of each one year term. Upon expiration of the tenth (10th) one year term, the term of the Parking Easement shall thereafter automatically renew for successive periods of one-year (each an "Additional Term"), subject to payment of the annual Easement Fee, until terminated in accordance with the termination provisions of Section 3.02 below. The "Commencement Date" of the Parking Easement shall occur after (a) the 1725 Property has been fully developed with the approved 28-unit townhome plan, (b) the 1725 Property has reached an occupancy of at least 21 units, and (c) 1725 has delivered a "Commencement Notice and Letter Request", identifying the Commencement Date and accompanied by a payment of the first Easement Fee of \$5,000. It is anticipated that the Commencement Date shall occur not later than the end of 2020.

**3.02 Termination of Parking Easement / Right of First Offer.** (a) NSSC may terminate this Agreement in the event of: (i) Future Development by NSSC as to which NSSC and 1725 cannot agree on a Relocation Area for the Parking Easement, and (ii) the sale of the NSSC Property and/or that portion which includes the Parking Easement Area. NSSC shall provide 1725 with one hundred eighty (180) days prior written notice of termination. If the termination occurs during any one year term, the Easement Fee paid by 1725 for the year in which termination occurs shall be prorated to the termination date, and the amount due shall be promptly refunded by NSSC to 1725.

(b) 1725 may terminate this Agreement by providing written notice to NSSC not less than sixty (60) days in advance of the date of automatic renewal of the term, which notice shall cause the termination of this Agreement, inclusive of the Parking Easement, effective as of the end of the current one (1) year term. Any signage of 1725 identifying the Parking Spaces on the Parking Easement Area shall be removed at the end of the one (1) year term in which the termination notice is given. Upon the effective date of the termination, neither party shall have any remaining obligations to the other.

(c) NSSC hereby grants to 1725, the right of first offer to purchase fee simple title to the Parking Easement Area and such additional area of the NSSC Property necessary to allow for ingress and egress to the Parking Easement Area if the Parking Easement Area is not contiguous without gap or gore (with curb cut) to a public right of way (the "Right of Offer Property"), in the event that NSSC intends to sell, or offers to sell, the NSSC Property and/or that portion which includes the Parking Easement Area. Under such circumstances, NSSC shall advise 1725 in writing of its intention to sell the NSSC Property or such portion (the "Initial Notice"), and 1725 shall have thirty (30) days from the date of receipt of the Initial Notice (the "Response Period") in which to advise NSSC of its offer to purchase the Right of Offer Property. If 1725

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submits to NSSC an offer to purchase the Right of Offer Property prior to expiration of the Response Period, NSSC and 1725 shall negotiate in good faith for the purchase and sale of the Right of Offer Property during the thirty (30) day period commencing on the expiration of the Response Period (the "Negotiation Period"). If 1725 and NSSC have not come to agreement as evidenced by same having executed and delivered to the other a fully executed contract for the purchase and sale of the Right of Offer Property prior to expiration of the Negotiation Period, neither party shall have any further obligation to negotiate with the other, and NSSC shall be free to market and sell the Right of Offer Property to any prospective purchaser. The provisions of this section 3.02(b) shall be recurring in nature during the ten (10) consecutive one-year terms and any Additional Term, so that if NSSC should, having complied with the provisions hereof, withdrawn marketing the Right of Offer Property for sale, the provisions of this section 3.02(b) shall again be applicable should NSSC intend to market the Right of Offer Property for sale.

## ARTICLE IV Limitation

**4.01 No Termination For Breach.** No breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement, except as provided in *Section 6.12 Default and Remedies* below, and in accordance with the provisions thereof.

## ARTICLE V Notice

**5.01 Notices.** All notices and demands given or required to be given by any party hereto to any other party ("notices") shall be in writing and shall be delivered by a reputable overnight carrier that provides a receipt, such as Federal Express or UPS, addressed as follows (or sent to such other address as any party shall specify to the other party pursuant to the provisions of this Section):

TO: 1725

1725 Winnetka Ave, LLC  
2550 Waukegan Road  
Suite 220  
Glenview, Illinois 60025  
Attention: President

TO: NSSC

North Shore Senior Center  
161 Northfield Road,  
Northfield, Illinois 60093

All notices delivered in the manner provided herein shall be deemed given upon actual receipt (or attempted delivery if delivery is refused).

## ARTICLE VI Miscellaneous

**6.01 Attorneys' Fees.** In the event an Owner institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing Owner after a final adjudication shall

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be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

**6.02 Amendment.** This Agreement may be amended only in writing signed by the Owners. Any amendment to this Agreement shall be promptly recorded with the Cook County Recorder's Office, Cook County, Illinois.

**6.03 No Waiver.** No waiver of any default of any obligation by any Owner hereto shall be implied from any omission by the other Owner to take any action with respect to such default.

**6.04 Successors and Assigns / Covenants to Run with Land.** This Agreement, inclusive of the Parking Easement, and the covenants, burdens, obligations, rights and benefits created hereby shall inure to the benefit and burden, as applicable, and be binding upon each Owner and its successors and assigns, heirs, and personal representatives, grantees and of all persons now or hereafter owning or claiming any interest in the 1725 Property or the NSSC Property; provided, however, if any Owner conveys all of its interest in any Parcel owned by it, such conveying Owner shall thereupon automatically be released and discharged from any and all further obligations under this Agreement as it had in connection with the property conveyed by it and the purchaser or grantee shall thereupon automatically be bound by all of such obligations accruing after such conveyance; and provided further, no such conveyance or sale shall release such Owner from any liabilities, actual or contingent, existing as of the time of such conveyance. THIS AGREEMENT AND THE EASEMENTS HEREIN CONTAINED AND THE COVENANTS, BURDENS, BENEFITS, RIGHTS AND OBLIGATIONS CREATED HEREBY SHALL BE DEEMED COVENANTS RUNNING WITH THE 1725 PROPERTY AND THE NSSC PROPERTY AND SHALL INURE TO THE BENEFIT OF AND/OR BURDEN, AS THE CASE MAY BE, AND BE BINDING UPON THE PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, HEIRS, PERSONAL REPRESENTATIVES, AND GRANTEEES AND/OR TRANSFEREES AND OF ALL PERSONS NOW OR HEREAFTER OWNING OR CLAIMING ANY INTEREST IN THE 1725 PROPERTY AND THE NSSC PROPERTY.

**6.05 Grantee's Acceptance.** Without limitation to the foregoing provisions of Section 6.04, the grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to the easement, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself/itself and his or its successors, assigns, heirs, and personal representatives and further grantees or transferees, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

**6.06 Separability.** If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared.

**6.07 Time of Essence.** Time is of the essence of this Agreement.

**6.08 Entire Agreement.** This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and



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understandings are superseded hereby.

**6.09 Governing Law.** The laws of the State of Illinois shall govern the interpretation, validity, performance, and enforcement of this Agreement.

**6.10 Estoppel Certificates.** Each Owner, within thirty (30) day of its receipt of a written request from the other Owner, shall from time to time provide the requesting Owner, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any Owner to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

**6.11 Mortgage Lien Subordination.** NSSC does hereby represent, warrant and covenant to 1725, that as of the date of this Agreement, and at the time of recording this Agreement with the Cook County Recorder, Cook County, Illinois, and at all times thereafter, there does not and will not exist any lien and/or encumbrance of record or otherwise that is or will be superior to this Agreement and/or the rights of 1725 under this Agreement. Should any lien or encumbrance have superiority over this Agreement and/or the rights of 1725 under this Agreement, NSSC shall: (i) immediately advise 1725 of the existence of same, and (ii) promptly cause any such lien or encumbrance to be subordinated to this Agreement and to the rights of 1725, and (iii) shall provide evidence of such subordination to 1725.

**6.12 Default and Remedies.** NSSC may terminate this Agreement in the event that 1725 fails to pay the Easement Fee on or before the anniversary of Commencement Date, provided that NSSC shall deliver a written "Default Notice" and 1725 shall have the right to cure such default within ten (10) business days after the Default Notice has been delivered to 1725.

**6.13 Costs of Enforcement.** In the event that NSSC is required to have a car belonging to a resident from time to time located on the 1725 Property, and/or belonging to said resident's invitees and guests, removed for failure to abide to the "Off Hours" (as defined in *Section 1.02(b)* above) and/or the designated location of the Parking Spaces, NSSC shall have the right to collect the costs of such towing from 1725 if such infraction occurs prior to the "Turnover Date" (as defined in *Section 1.04 HOA* above) and from the HOA if such infraction occurs on or after the Turnover Date. Failure to reimburse NSSC within 45 days from the date a collection notice is delivered to 1725 or the HOA as applicable shall be incur a penalty rate of annual interest of 10%. A continuing failure to reimburse NSSC for such costs, after ninety (90) days from the date a collection notice has been delivered shall be a breach under this Agreement.

{Signature Pages Follows Immediately}



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## EXHIBIT A Legal Descriptions of Parcels

### 1725 Property Legal Description:

THAT PART OF LOT 1 IN HAPPS SUBDIVISION OF THE SOUTH 107 ACRES OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 AT THE INTERSECTION OF SAID SOUTH LINE WITH THE EASTERLY RIGHT OF WAY LINE OF PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS, (AS MEASURED ALONG SAID SOUTH LINE) THENCE NORTHWESTERLY ALONG EASTERLY LINE OF THE AFORESAID RIGHT OF WAY, A DISTANCE OF 360.18 FEET MORE OR LESS TO A POINT ON THE NORTH LINE OF HAPPS SUBDIVISION OF THE SOUTH 107 ACRES OF SAID SOUTHWEST 1/4, THENCE EAST ALONG SAID NORTH LINE, A DISTANCE OF 331.74 FEET MORE OR LESS, TO THE NORTHWEST CORNER OF THE LANDMARK OF NORTHFIELD SUBDIVISION, RECORDED AS DOCUMENT 25690960; THENCE SOUTH AT RIGHT ANGLES TO NORTH LINE A DISTANCE OF 45.01 FEET TO A POINT, THENCE EAST PARALLEL WITH NORTH LINE, A DISTANCE OF 6.33 FEET TO A POINT, THENCE SOUTH A DISTANCE OF 304.48 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 THENCE WEST ALONG SOUTH LINE, A DISTANCE OF 250.79 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART TAKEN FOR WINNETKA ROAD.

PIN: 05-19-324-065-0000

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## EXHIBIT A (continued) Legal Descriptions of Parcels

### NSSC Legal Description:

#### PARCEL 1:

THAT PART OF LOTS 1 AND 2 OF HAPP'S SUBDIVISION OF THE SOUTH 107 ACRES OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, WHICH IS NORTH 14 DEGREES WEST, 424.83 FEET NORTHEASTERLY OF (MEASURED ALONG SAID RIGHT OF WAY LINE EXTENDED SOUTHEASTERLY) THE NORTH LINE OF THE HIGHWAY NOW KNOWN AS WINNETKA AVENUE, (WHICH NORTH LINE IS A LINE, 25.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 19); THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE CONVEX EASTERLY, HAVING A RADIUS OF 5,699.65 FEET AND TANGENT TO SAID RIGHT OF WAY LINE, 50.32 FEET TO A "POINT A"; THENCE CONTINUING SOUTHEASTERLY ALONG SAID ARC, 234.14 FEET; THENCE NORTH 89 DEGREES, 02 MINUTES, 54 SECONDS WEST, 70.457 FEET; THENCE SOUTH 00 DEGREE, 57 MINUTES, 06 SECONDS WEST, 0.83 OF A FOOT; THENCE NORTH 89 DEGREES, 02 MINUTES, 54 SECONDS WEST, 19.52 FEET TO THE POINT OF INTERSECTION WITH A LINE CONNECTING "POINT A", WITH A POINT ON THE LINE OF SAID WINNETKA AVENUE, 50.00 FEET NORTHEASTERLY FROM (MEASURED AT RIGHT ANGLES TO THE CENTERLINE BETWEEN THE TWO (2) MAIN TRACKS OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, AS ORIGINALLY LOCATED; THENCE SOUTHWESTERLY ALONG SAID CONNECTING LINE TO THE POINT OF INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 75.00 FEET NORTHEASTERLY OF (AS MEASURED PERPENDICULARLY TO) THE CENTERLINE OF THE MAIN TRACT OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE TO A POINT, 9.50 FEET SOUTHEASTERLY (AS MEASURED PERPENDICULARLY) FROM THE CENTERLINE OF THE I. C. C. SPUR TRACK NO. 29; THENCE NORTHEASTERLY TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, 201.95 FEET NORTHEASTERLY OF THE MOST NORTHERLY CORNER OF LAND CONVEYED TO THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS BY DEED DATED MARCH 7, 1919 AND RECORDED AUGUST 2, 1919 AS DOCUMENT 6588646; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

A STRIP OF LAND 30.00 FEET IN WIDTH SITUATED IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF WINNETKA ROAD, DISTANT 10.5 FEET NORTHEASTERLY (AS MEASURED PERPENDICULARLY) FROM THE CENTERLINE BETWEEN THE TWO (2) MAIN TRACKS, AS ORIGINALLY LOCATED, OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE NORTHWESTERLY PARALLEL WITH SAID CENTERLINE TO A POINT, 9.5 FEET EASTERLY AS MEASURED PERPENDICULARLY FROM THE CENTERLINE OF SAID RAILWAY COMPANY'S TRACT NO. I. C. C. 29; THENCE NORTHEASTERLY PARALLEL WITH SAID TRACT NO. I. C. C. 29 TO A POINT, 68.5 FEET NORTHEASTERLY (AS MEASURED PERPENDICULARLY) FROM SAID CENTERLINE BETWEEN THE TWO (2) MAIN TRACKS; THENCE SOUTHEASTERLY PARALLEL WITH SAID CENTERLINE BETWEEN THE TWO (2) MAIN TRACKS TO SAID NORTH LINE OF WINNETKA ROAD; THENCE WEST ALONG SAID NORTH LINE OF WINNETKA ROAD TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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## EXHIBIT A (continued) Legal Descriptions of Parcels

### NSSC Legal Description (continued):

#### PARCEL 3:

THAT PART OF LOT 20 IN BERGER'S FIFTH RESUBDIVISION OF LOT 18 OF BERGER'S FOURTH RESUBDIVISION OF PART OF LOT 10 AND ALL OF LOT 11 IN BERGER'S INDUSTRIAL PARK SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 10; THENCE SOUTHWESTERLY, 60.00 FEET ALONG THE NORTHWESTERLY LINE OF SAID LOT; THENCE SOUTHEASTERLY, 144.853 FEET ALONG A LINE BEING PERPENDICULAR TO THE LAST DESCRIBED LINE TO THE POINT OF INTERSECTION WITH THE EASTERLY LINE OF SAID LOT; THENCE NORTHERLY, 156.788 FEET ALONG SAID EASTERLY LINE TO THE HEREBY DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 4:

PART OF LOTS 1 AND 2 OF HAPP'S SUBDIVISION OF THE SOUTH 107 ACRES OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE EASTERN RIGHT OF WAY LINE OF CHICAGO AND NORTHWESTERN RAILWAY COMPANY, WHICH IS 424.83 FEET NORTHWESTERLY OF THE NORTH LINE OF THE HIGHWAY KNOWN AS WINNETKA AVENUE, (WHICH NORTH LINE IS A LINE, 33.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN), MEASURED ALONG SAID RIGHT OF WAY LINE EXTENDED SOUTHEASTERLY; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX EASTERLY, HAVING A RADIUS OF 5699.65 FEET AND TANGENT TO THE SAID RIGHT OF WAY LINE, 50.32 FEET TO THE POINT, WHICH IS THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE CONTINUING SOUTHEASTERLY ON THE LAST DESCRIBED CURVED LINE, 371.04 FEET TO THE NORTH LINE OF SAID HIGHWAY; THENCE WEST ALONG THE NORTH LINE OF SAID HIGHWAY NORTHWESTERLY 138.69 FEET TO A POINT, WHICH IS 50.00 FEET NORTHEASTERLY FROM (MEASURED AT RIGHT ANGLES TO) THE CENTERLINE BETWEEN THE TWO (2) MAIN TRACKS OF CHICAGO AND NORTHWESTERN RAILWAY COMPANY, AS ORIGINALLY LOCATED; THENCE NORTHEASTERLY ON A STRAIGHT LINE, 368.86 FEET TO THE POINT OF BEGINNING; EXCEPT FROM SAID TRACT THAT PART THEREOF LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID TRACT AT A POINT, 234.74 FEET SOUTHEASTERLY OF THE POINT OF BEGINNING OF SAID TRACT, (AS MEASURED ON THE NORTHEASTERLY LINE OF SAID TRACT); THENCE NORTH 89 DEGREES, 02 MINUTES, 54 SECONDS WEST, 70.457 FEET; THENCE SOUTH 00 DEGREE, 57 MINUTES, 06 SECONDS WEST, 0.81 OF A FOOT; THENCE NORTH 89 DEGREES, 02 MINUTES, 54 SECONDS WEST, 19.52 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID TRACT; ALSO

EXCEPTING FROM SAID PARCEL 4 THAT PART FALLING WITHIN PARCEL 2, ALL IN COOK COUNTY, ILLINOIS.

Address of Property: 1775 Winnetka Road, Northfield, Illinois

P. I. N.:	05-19-324-035-0000	05-19-324-036-0000
	05-19-324-060-0000	05-19-324-061-0000

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## EXHIBIT B

### Legal Description and Depiction of Parking Easement Area

#### Legal Description of Easement Area:

PART OF LOT 1 IN HAPP'S SUBDIVISION OF THE SOUTH 107 ACRES OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:  
 COMMENCING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, WHICH IS, NORTH 14 DEGREES 00 MINUTES 00 SECONDS WEST, BEING AN ASSUMED BEARING FOR THE PURPOSE OF THIS LEGAL DESCRIPTION, 424.83 FEET NORTHWESTERLY OF THE NORTH LINE OF THE HIGHWAY KNOWN AS WINNETKA AVENUE, (WHICH NORTH LINE OF WINNETKA AVENUE IS A LINE, 33.00 FEET NORTH OF AND PARALLEL WITH [AS MEASURED PERPENDICULAR TO] THE SOUTH LINE OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN), AS MEASURED ALONG SAID RIGHT OF WAY LINE EXTENDED SOUTHEASTERLY; THENCE SOUTHEASTERLY ALONG A CURVED LINE, CONVEX EASTERLY, HAVING A RADIUS OF 5699.65 FEET AND TANGENT TO THE SAID RIGHT OF WAY LINE, 421.36 FEET TO THE NORTH LINE OF THE HIGHWAY KNOWN AS WINNETKA AVENUE, AFORESAID; THENCE SOUTH 89 DEGREES 59 MINUTES 53 SECONDS WEST, ALONG SAID LAST DESCRIBED NORTH LINE, 94.26 FEET TO THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION; THENCE SOUTH 89 DEGREES 59 MINUTES 53 SECONDS WEST, CONTINUING ALONG SAID LAST DESCRIBED NORTH LINE, 34.98 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 37 SECONDS EAST, 59.39 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 23 SECONDS EAST, 57.91 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVED LINE, CONCAVE NORTHWEST, HAVING A RADIUS OF 7.50 FEET, AN ARC LENGTH OF 13.24 FEET (THE CHORD TO SAID CURVED LINE BEARS NORTH 39 DEGREES 32 MINUTES 53 SECONDS EAST, 11.59 FEET); THENCE NORTH 11 DEGREES 01 MINUTES 51 SECONDS WEST, 103.54 FEET; THENCE NORTH 78 DEGREES 58 MINUTES 09 SECONDS EAST, 47.51 FEET; THENCE SOUTH 11 DEGREES 01 MINUTES 51 SECONDS EAST, 151.21 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES 32 SECONDS WEST, 22.98 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 37 SECONDS WEST, 18.01 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 23 SECONDS WEST, 63.16 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 37 SECONDS WEST, 11.81 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.





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## EXHIBIT C Landscaping Improvements

Description:

### West Entrance

- 1 Remove existing mugo pines, clean beds, install (30) blue mufin viburnum, and mulch.
- 2 Remove large crab tree, trim and rearrange existing spirea, add (1) 7' serviceberry, and mulch.

### West Side of Building

- 3 Remove existing serviceberry/buckthorn, install (4) 5-6' vernal witch hazel, and mulch.
- 4 Remove existing alpine currant shrubs, clean beds, install (18) strawberry sundae hydrangea, and mulch.
- 5 Remove existing euonymus / miscellaneous plants, clean up beds, install (9), summerwine ninebark shrubs, and mulch.
- 6 Magnolia area - Remove existing alpine currant/lilac, trim magnolias, clean beds, mulch.
- 7 Clean up plant debris, remove existing euonymus that is climbing the walls, leave Ivy trim existing spirea, install (12) summerwine ninebark shrubs, and mulch.
- 8 Near garage door- remove existing serviceberry, clean up bed, install (5) red twig dogwood shrubs, and mulch.

### Front of Building

- 9 Remove (2) pear trees, install (2) 4-5' pear trees, and mulch.
- 10 Remove existing burning bush, install 4-5' betty lily magnolia, and mulch.
- 11 East side parking lot- remove old/dead juniper debris, install (7) gro-low sumac to match existing plant material, trim, and mulch.

### House of Welcome Building

- 12 Remove existing hedge along fence, install approximately (70) overdam grasses, and mulch.
- 13 Southern main entrance area- eliminate trip hazard by removing some soil, install weed fabric, river rock, steel edging.
- 14 Courtyard area- remove overgrown lilac shrubs that are infringing on the Hemlock trees, replace with (5) miss kim lilac shrubs, and mulch.
- 15 Courtyard area - remove dead hemlock tree, install (1) 8-10' hemlock tree, separate existing variegated hosta to fill holes near yews, and mulch.
- 16 Eliminate trip hazard near north entrance by adding soil along the sidewalk, seed with a shady seed mix, blanket.
- 17 Trim magnolias and honey locust trees near "1779" building, add soil in parking lot island where tree roots are exposed, mulch as necessary.
- 18 Bird feeding area - Remove existing crab tree and invasive mulberry tree, replace with another ornamental tree, and mulch.

### Winnetka Road Entrance

- 19 Add granite cobbles on the east side of the entrance, excavate approximately 8-10" deep x2-3' wide to increase the size of the entrance area. Replace (1) miss kim lilac, trim magnolias and shrubs as necessary, and mulch beds.