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Karen A. Yarbrough

Cook County Clerk

Date: 09/07/2021 02:19 PM Pg: 1 of 16

**PREPARED BY, AND
AFTER RECORDING
RETURN TO:**

Jason A. Robin, Esq.
Taft Stettinius & Hollister LLP
111 East Wacker Drive, Suite 2800
Chicago, Illinois 60601

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②

AGREEMENT REGARDING COMMON DRIVEWAY EASEMENT

THIS AGREEMENT REGARDING COMMON DRIVEWAY EASEMENT (this "Agreement") is made as of this 31 day of August, 2021 by and between **17 DOGWOOD REALTY, LLC**, a Maine limited liability company ("Dogwood Realty"), and **BARRINGTON BANK & TRUST COMPANY, N.A.** ("Barrington Bank").

RECITALS:

- A. Dogwood Realty is the fee simple title owner of that certain parcel of land in the Village of Hoffman Estates, Cook County, Illinois which is legally described on Exhibit "A" attached hereto and made a part hereof ("Parcel A").
- B. Barrington Bank is the fee simple title owner of that certain parcel of land in the Village of Hoffman Estates, Cook County, Illinois which is legally described on Exhibit "B" attached hereto and made a part hereof and being located to the immediate west of Parcel A ("Parcel B"; Parcel A and Parcel B are together referred to herein as the "Parcels" and individually referred to herein as a "Parcel").
- C. Dogwood Realty and Barrington Bank desire to create non-exclusive, perpetual reciprocal easements (together, the "Easement") for common driveway purposes upon, over and across a portion of each of their respective Parcels as shown on Exhibit "C" attached hereto and incorporated herein by reference. That portion of the Easement affecting Parcel A is referred to herein as the "Parcel A Easement Area" and that portion of the Easement affecting Parcel B is referred to herein as the "Parcel B Easement Area". The Parcel A Easement Area and the Parcel B Easement Area are together referred to herein as the "Easement Area" and the common driveway therein is referred as the "Common Driveway".

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Dogwood Realty and Barrington Bank, intending to be legally bound, hereby agree and covenant as follows:

1. Incorporation of Recitals. The foregoing recitals and all exhibits to this Agreement are, by this reference, incorporated herein as though fully set forth in this Section 1.

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2. **Grant of Easements.** Subject to the terms and conditions hereinafter set forth, Dogwood Realty and Barrington Bank each hereby grants to the other party and the other party's successors and assigns a permanent non-exclusive easement over, upon and across the portion of the Easement Area located on its Parcel, with the following terms relating to the Easement Area and the easements granted hereby:
- (a) Parcel B shall have a perpetual, non-exclusive easement and right-of-way for driveway purposes upon and for ingress and egress of pedestrian and vehicular traffic upon, over and across the Parcel A Easement Area for the benefit of the owner of Parcel B and its successors, assigns and designees (collectively, "Parcel B Owner"), and their respective customers, employees, tenants, subtenants, suppliers, contractors, invitees and any other persons having contact with the activities being conducted on Parcel B.
 - (b) Parcel A shall have a perpetual, non-exclusive easement and right-of-way for driveway purposes upon and for ingress and egress of pedestrian and vehicular traffic upon, over and across the Parcel B Easement Area for the benefit of the owner of Parcel A and its successors, assigns and designees ("Parcel A Owner"), and their respective customers, employees, tenants, subtenants, suppliers, contractors, invitees and any other persons having contact with the activities being conducted on Parcel A.

Parcel A Owner and Parcel B Owner are together referred to herein as the "Parcel Owners" and individually referred to herein as a "Parcel Owner."

3. **Easement Use and Maintenance.**
- (a) Neither Parcel Owner shall obstruct, impede or interfere with the reasonable use of the Easement Area for the purposes described in this Agreement and otherwise in accordance with this Agreement, except as may be required from time to time in accordance with the express Maintenance (defined below) rights and requirements under this Agreement. Except as set forth below, Parcel A Owner and Parcel B Owner shall each be responsible for fifty percent (50%) of the reasonable, necessary and appropriate costs (collectively, "Maintenance Costs") of maintaining, repairing, replacing and resurfacing the Easement Area to keep same in good condition and repair ("Maintenance"). Such Maintenance shall include, but not be limited to, snow and ice removal, striping as appropriate, patching, seal coating and repairing, and resurfacing if and when required. If the billing for Maintenance Costs includes other portions of Parcel A, such bills will be allocated to the Easement Area in a reasonable manner.
 - (b) Parcel A Owner shall perform or arrange for the performance of the Maintenance of the Easement Area as and when required as reasonably determined by Parcel A Owner. Parcel A Owner shall from time to time submit to Parcel B Owner invoices for Parcel B Owner's share of actual or reasonably anticipated Maintenance Costs for Parcel A Owner to perform the Maintenance. Parcel B Owner shall pay to Parcel A Owner its share as reflected on an invoice within thirty (30) days of receipt thereof. In addition, on an annual basis, Parcel A Owner shall provide Parcel B

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Owner an itemized statement of all expenses actually incurred in performing the Maintenance with reasonable supporting documentation. To the extent Parcel B Owner has paid less than its share for the preceding year, Parcel B Owner shall pay Parcel A Owner the deficiency within thirty (30) days of receipt of such annual statement. To the extent Parcel B Owner has paid more than its share for the preceding year, Parcel B Owner shall receive a credit against the next invoice until the full amount of the excess payment has been fully credited.

- (c) No fence or other barrier shall be erected or permitted within or across the Easement Area which would prevent or obstruct the passage of pedestrian or vehicular travel; provided, however, that the foregoing shall not prohibit the temporary erection of barricades which are reasonably necessary for security and/or safety purposes in connection with the reconstruction, repair and Maintenance of the Easement Area, including the Common Driveway, on either Parcel Owner's Parcel, it being acknowledged, however, that all such work shall be conducted in the most expeditious manner reasonably possible to minimize interference with the use of the Easement Area by each Parcel Owner, and that all such work shall be diligently prosecuted to completion. Except for emergency security and safety situations, vehicles shall not be parked within the Easement Area.
- (d) Notwithstanding anything to the contrary contained in this Section 3, upon the prior written consent of the other Parcel Owner (which consent shall not be unreasonably withheld, conditioned or delayed) provided that the conditions set forth in the last sentence of this Section (c) are satisfied, and shall be deemed given by the other Parcel Owner if it fails to respond, whether affirmatively or negatively, within thirty (30) days of the date on which such Parcel Owner receives request for such consent), either Parcel Owner may install utilities or grant non-exclusive easements to install, operate, modify, maintain, repair and remove utilities within that portion of the Easement Area located on such Parcel Owner's Parcel; provided that all such utilities and any associated equipment shall be located below grade and shall not obstruct, impede or interfere with the reasonable use of the Easement Area for the purposes described in this Agreement and otherwise in accordance with all other provisions of this Agreement. The Parcel Owner installing such utilities shall diligently proceed with such installation and shall be solely responsible for promptly restoring the Easement Area to the condition in which it existed immediately prior to the installation, modification, maintenance, repair or removal of such utilities. In addition to the foregoing, all utilities installed under this Section (c) shall satisfy the following conditions: (i) such utilities shall be installed strictly in accordance with the terms and provisions of this Agreement; (ii) at no time during installation of such utilities will the other Parcel be without vehicular or pedestrian access from its Parcel to Governors Lane; and (iii) the installation of such utilities shall not decrease the size, capacity or utility of the Common Driveway and/or the Easement Area.

4. **Alterations; Removal.** No Parcel Owner may remove, reconfigure, alter the design or dimensions of, or relocate all or any portion of either or both of the Common Driveway and the Easement Area located on another Owner's Parcel, and no Parcel Owner may remove, reconfigure, alter the design or dimensions of, or relocate any portion of either or

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both of the Common Driveway and the Easement Area located on that Owner's own Parcel without the prior written consent of the other Parcel Owner (which consent shall not be unreasonably withheld, conditioned or delayed, and shall be deemed given by the other Parcel Owner if it fails to respond, whether affirmatively or negatively, within thirty (30) days of the date on which such Parcel Owner receives request for such consent). Notwithstanding the preceding sentence, in the event that any Parcel Owner is required by applicable law, to relocate or reconfigure all or some portion of the Easement Area ("Mandatory Access Relocation"), then such Parcel Owner shall not be required to procure the consent of the other Parcel Owner to that Mandatory Access Relocation, but the relocating Parcel Owner shall be required to (A) advise the other Parcel Owner of its plans to accomplish the Mandatory Access Relocation, and (B) engineer and implement the Mandatory Access Relocation in a manner reasonably designed to both (x) accommodate the purpose and intent of the Easement; and (y) avoid interference with the rights and abilities of the other Parcel Owner to exercise its rights (as provided in Section 2) to use the Easement. In the event of a Mandatory Access Relocation, the relocating Parcel Owner shall have the right (which right shall be exercised reasonably and in good faith, and upon reasonable advance written notice to the other Parcel Owner) to temporarily barricade, block off, or prevent the use of, all or any portions of the Easement Area in order to permit the performance of the Mandatory Access Relocation.

5. **Right of Entry.** If, pursuant to the terms of this Agreement, any Parcel Owner shall have the obligation or the right to repair or maintain the Common Driveway and/or Easement Area, such Parcel Owner shall have the right to enter upon the other Parcel Owner's Parcel, but only to the extent reasonably necessary for the purpose of performing the then-required repair or maintenance. In any instance in which a Parcel Owner exercises the right of entry granted under this Section 5, it shall exercise such right with due care and diligence, so as to complete the required repair or maintenance in an expeditious and workmanlike manner.
6. **Mechanic's Liens.** With respect to any Maintenance or construction performed hereunder by a Parcel Owner, such Parcel Owner shall not cause or permit any mechanic's lien to be filed against any land owned by the other Parcel Owner, whether within or outside of the Easement Area. Each Parcel Owner, at its expense, shall procure the satisfaction or discharge of record of all such mechanic's liens within thirty (30) days after notice of the filing thereof; or, if acceptable to such other Parcel Owner, within such thirty (30) day period, such Parcel Owner shall procure for the other Parcel Owner, at such Parcel Owner's sole expense, a bond or other protection against any such lien or encumbrance acceptable to such other Parcel Owner. In the event such Parcel Owner has not so performed within such 30 day period, the other Parcel Owner may, at its option, pay and discharge such liens and the non-performing Parcel Owner shall reimburse the other Parcel Owner, on demand, for all costs and expenses incurred in connection therewith. Each Parcel Owner agrees to indemnify, defend and hold harmless the other Parcel Owner from and against all losses, damages, injuries, claims, demands and expenses, of any nature, including reasonable legal expenses, which may arise out of any mechanic's lien filed in connection with the indemnifying Parcel Owner's Maintenance or construction within the Easement Area, except if any such lien is caused by the indemnified Parcel Owner.
7. **Insurance.** Each Parcel Owner with respect to its Parcel and the Maintenance thereof, shall at all times, at its own expense, maintain in full force and effect commercial general

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liability insurance with an insurer licensed to do business in the State of Illinois and rated A-/VII or better in Bests Insurance Reports, such insurance to provide for a combined single limit for personal or bodily injury or death and property damage of not less than One Million and 00/100 Dollars (\$1,000,000.00). Each Parcel Owner's commercial general liability insurance policy shall be endorsed to include any liability of that insured Parcel Owner arising from the insured Parcel Owner's indemnity obligations described in Section 11 below. Each Parcel Owner's insurance policy shall name the other Parcel Owner as an additional insured party and shall contain a provision that such policy shall not be canceled without at least thirty (30) days' prior written notice being given by the insurer to all insureds. Each Parcel Owner agrees to furnish to the other Parcel Owner, upon request, a certificate of insurance evidencing that the insurance required hereunder is in full force and effect.

8. Enforcement; Lien Rights.

- (a) If either Parcel Owner permits a condition to exist on the Easement Area which is in violation or breach of any covenant, condition, restriction or easement herein contained or granted, or if the Parcel Owner (which, for purpose of this Section 8 shall be the "Defaulting Owner") having the Maintenance obligations fails to perform or complete its Maintenance obligations hereunder, and such violation or breach, or failure remains uncured for thirty (30) days after written notice from the other Parcel Owner (which, for purpose of this Section 8 shall be the "Non-Defaulting Owner") (provided, however, that no notice shall be required in the event of an emergency or a violation, breach or failure that would constitute a danger to life, safety or property), then the Non-Defaulting Owner shall have the right, but not the obligation, to enter the Easement Area and abate and/or remove such condition and to complete or perform said Maintenance obligations, or to prosecute a proceeding, at law or in equity, against the entity or entities, person or persons who are violating or attempting to violate this Agreement, to enjoin or prevent them from doing so, to cause the violation to be remedied or to recover damages for said violation. In addition, and without waiving any of the foregoing rights, the Non-Defaulting Owner, if so injured by such violation, shall also be entitled to reimbursement from the Defaulting Owner for its expenses reasonably incurred by entering the Easement Area and remedying, abating or removing such condition as aforesaid. If the Non-Defaulting Owner who is not obligated to maintain the Easement Area does perform the Defaulting Owner's Maintenance obligations, then the Non-Defaulting Owner who performs the Maintenance of the Easement Area shall also be entitled to reimbursement from the other Defaulting Owner for the Defaulting Owner's share of the Maintenance Costs incurred by the Non-Defaulting Owner in performing the other Defaulting Owner's Maintenance obligations hereunder in accordance with the provisions of Section 3 above.
- (b) Any amount required under this Agreement that is not paid when due shall bear interest at a rate of 18% per annum (the "Default Rate"). Any amount owed by the Defaulting Owner to the Non-Defaulting Owner under this Section 8, together with such interest at the Default Rate shall constitute a lien on the Defaulting Owner's Parcel. As evidence and notice of such lien, the Non-Defaulting Owner may prepare a written notice of such lien setting forth the amount of delinquent

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indebtedness, the name of the Defaulting Owner and a legal description of the Defaulting Owner's Parcel. Said lien shall be subordinate to any bona fide mortgage held by the lender unaffiliated with the Defaulting Owner which has been recorded against the Defaulting Owner's Parcel prior to the filing of said lien. Such notice shall be signed by the Non-Defaulting Owner and shall be recorded in the Office of the Clerk of Cook County, Illinois or such other place as may be required by law for the recording of liens affecting real property at the time such notice is recorded. Such lien shall attach to the Defaulting Owner's Parcel as of the date payment becomes delinquent and may be enforced after recording said notice by foreclosure of such lien on the Defaulting Owner's Parcel and any improvements thereon in like manner as a mortgage on real property, or by suit against Defaulting Owner.

- (c) If either Parcel Owner brings an action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and court costs, in addition to any other relief granted. Either Parcel Owner may enforce this Agreement by an action at law or in equity. All remedies provided for herein or at law or in equity shall be cumulative and not exclusive.
- (d) The failure of either Parcel Owner to enforce any covenant, condition, restriction or easement herein contained shall in no event be deemed a waiver of the right to do so thereafter or the right to enforce any other covenant, condition, restriction or easement contained herein.
- (e) No breach of this Agreement shall entitle any Parcel Owner to cancel, rescind, or otherwise terminate the easements grant herein made; provided, however, the foregoing limitation shall not affect any other right or remedy a Parcel Owner may have with respect to such breach.

9. **Amendments.** This Agreement may be amended only by written agreement of both Parcel Owners recorded in the Office of the Clerk of Cook County, Illinois.

10. **Covenants Running with the Land.** This Agreement and all restrictions, conditions, covenants and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every portion of the Parcels, shall create mutually equitable servitudes upon each portion of the Parcels in favor of every other portion, shall create reciprocal rights and obligations between the respective Parcel Owners of all portions of or interests in the Parcels and privity of contract and estate between all grantees of said portions or interests therein, their successors and assigns and shall, as to each Parcel Owner, and the successors and assigns of such Parcel Owner, operate as covenants running with the land for the benefit of all other portions of the Parcels. A Parcel Owner who conveys its interest in its Parcel (the "Transferring Parcel Owner") shall be released from all obligations arising or accruing under this Agreement after the date of such conveyance, but shall remain liable under this Agreement for all obligations arising or accruing under this Agreement prior to the date of such conveyance, and the party to whom such Transferring Parcel Owner conveys its interest in its Parcel shall be automatically liable for the obligations of the Parcel Owner of such Parcel accruing hereunder from and after the date of such conveyance.

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11. **Indemnity.** It is expressly understood and agreed that no Parcel Owner assumes any liability for the acts or omissions of the other Parcel Owner, its agents, servants, independent contractors, invitees, successors and assigns, as it relates to the operation, use and/or Maintenance of the Easement Area. Notwithstanding anything contained in this Agreement to the contrary, each Parcel Owner shall be solely responsible, and shall immediately reimburse the other Parcel Owner, for 100% of any costs that the other Parcel Owner may incur to perform any Maintenance or repairs necessitated or caused by negligent, willful or intentional acts or omissions of such Parcel Owner, with respect to any or all of, the Easement Area (including, without limitation, the Common Driveway), or the use thereof in a manner that is inconsistent with the intended manner of use of the Easement Area (including, without limitation, the Common Driveway), as provided in this Agreement. Any Parcel Owner found responsible for any property damage or bodily injury by any court of competent jurisdiction as a result of its covenants and agreements hereunder shall indemnify, protect and hold harmless the other Parcel Owner from and against all losses, damages, injuries, claims, demands and expenses, of any nature arising therefrom, including reasonable legal expenses. In addition to the foregoing indemnification, to the fullest extent permitted by law, each Parcel Owner shall indemnify, protect and hold harmless the other Parcel Owner from and against all losses, damages, injuries, claims, demands, and expenses, of any nature arising therefrom, including reasonable legal expenses, imposed upon or incurred by or asserted against such other Parcel Owner by reason of the acts or omissions by any or all of the indemnifying Parcel Owner and its agents, employees and contractors (collectively, "Entitled Users"), arising directly in connection with, or as a direct result of, either or both of (a) the exercise of rights or privileges granted to such indemnifying Parcel Owner by this Agreement; and (b) the violation of any or all of the obligations, requirements or restrictions imposed under this Agreement on the indemnifying Owner or its Entitled Users. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the termination of this Agreement, whether by expiration of time, by operation of law, or otherwise.
12. **Estoppel Certificates.** Within twenty-one (21) days after written request of either Parcel Owner, the other Parcel Owner shall deliver an estoppel certificate addressed to the requesting Parcel Owner and/or any other person or firm so designated by the requesting Parcel Owner, indicating, to the extent actually known as of the date given (i) the existence or absence of uncured violations of this Agreement, and (ii) any amounts owing and unpaid under this Agreement.
13. **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Easement Area or of any Parcel or portion thereof to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no rights, privileges or immunities of any Parcel Owner shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained herein.
14. **Time.** Time is of the essence of this Agreement.
15. **Notice.** All notices, demands and requests required or desired to be given under this Agreement must be in writing and shall be deemed to have been given as of the date such

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writing is (i) delivered to the Parcel Owner intended, (ii) delivered to the then current address of the Parcel Owner intended, or (iii) rejected at the then current addresses of the Parcel Owner intended, provided such notice was sent certified mail, return receipt requested, postage prepaid. The initial addresses of the Parcel Owners are as follows:

Parcel Owner A: 17 Dogwood Realty, LLC
200 Berkeley Street, 17th Floor
Boston, MA 0211666
Attn: Sarah Shomphe

With a copy to: Taft Stettinius & Hollister LLP
111 E. Wacker Drive, Suite 2800
Chicago, Illinois 6060111
Attn: Jason Robin

Parcel Owner B: Barrington Bank & Trust Company, N.A.
201 S. Hough St,
Barrington, Illinois 60010
Attn: Chairman and CEO

With a copies to: Wintrust Financial Corporation
9700 West Higgins Road, Suite 650
Rosemont, Illinois 60018
Attn: Corporate Real Estate

and

Wintrust Financial Corporation
9700 West Higgins Road, Suite 650
Rosemont, Illinois 60018
Attn: Legal Department

Upon at least (10) days' prior written notice, either Parcel Owner shall have the right to change its address to any other address within the United States of America.

16. **Severability.** If any provision of this Agreement is determined to be void and unenforceable by any court, that determination shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.
17. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall together constitute one and the same instrument.
18. **Governing Law.** The laws of the State of Illinois shall govern the interpretation and enforcement of the terms and provisions of this Agreement.

[Remainder of Page Left Intentionally Blank.]

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

17 DOGWOOD REALTY, LLC,
a Maine limited liability company

By: Paul Shomphe
Name: Sarah Shomphe
Its: Authorized Signatory

BARRINGTON BANK & TRUST
COMPANY, N.A.

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

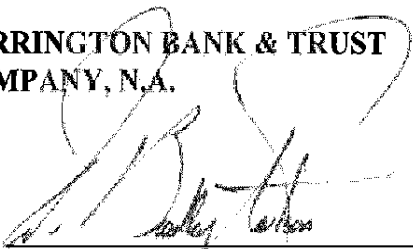
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

17 DOGWOOD REALTY, LLC,
a Maine limited liability company

By: _____
Name: Sarah Shomphe
Its: Authorized Signatory

**BARRINGTON BANK & TRUST
COMPANY, N.A.**

By: 
Name: W. BRADLEY STETSON
Title: CHAIRMAN & CEO

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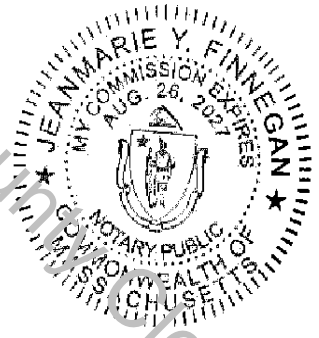
STATE OF Massachusetts
COUNTY OF Suffolk) SS.

I, Jeanmarie Y Finnegan a Notary Public, in and for the State aforesaid, DO HEREBY CERTIFY, that Sarah Shomphe, the Authorized Signatory of **17 DOGWOOD REALTY LLC**, a Maine limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Authorized Signatory, appeared before me this day in person acknowledged that as such Authorized Signatory she signed and delivered said instrument as her own free and voluntary act and as the free and voluntary act and deed of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12 day of August, 2021.

Jeanmarie Y Finnegan
Notary Public

My Commission Expires:
8.26.2027



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STATE OF ILL)
) SS.
COUNTY OF Cook)

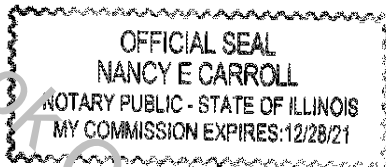
I, Nancy Carroll, a Notary Public, in and for the State aforesaid, do hereby certify, that W. Bradley Stetson, the Chairman, CEO of **BARRINGTON BANK & TRUST COMPANY, N.A.**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Chairman, CEO, appeared before me this day in person and acknowledged he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24 day of August, 2021.

Nancy Carroll
Notary Public

My Commission Expires:

12-28-21



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EXHIBIT A

PARCEL A LEGAL DESCRIPTION

Lot 1 in Moser's Subdivision, being a subdivision of part of the Northeast 1/4 of Section 7, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 07-07-200-237-0000

Property Address: 2200 West Higgins Road, Hoffman Estates, Illinois 60192

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EXHIBIT B

PARCEL B LEGAL DESCRIPTION

Lot 2 in Moser's Subdivision, being a subdivision of part of the Northeast 1/4 of Section 7, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 07-07-200-238-0000

Property Address: 2200 West Higgins Road, Hoffman Estates, Illinois 60192

Property of Cook County Clerk's Office

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EXHIBIT C
EASEMENT AREA

[See Attached]

Property of Cook County Clerk's Office

