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# DECLARATION OF REALLOCATED SEWER LINE RESPONSIBILITIES AND ESTABLISHMENT OF ADDITIONAL SEWER LINE EASEMENTS

THIS DECLARATION is made effective January (1990 (the "Effective Date"), by American National Bank and Trust Company of Chicago, not personally but as Trustee under the Trust Agreement dated June 16, 1986, and known as Trust No. 67628 ("Declarant").

WHEREAS, Declarant is the owner of the parcel of real estate (the "CM Parcel") located in Cook County, Illinois, and described in EXHIBIT A attached hereto; and

WHEREAS, the CM Parcel is subject to that certain Sewer Line Easement Agreement and Consents filed in the office of the Cook County Recorder on September 25, 1989 as Document No. 89451702 (the "Easement"); and

WHEREAS, the Easement pertains to a combined sanitary and storm sewer line (the "CM Line") which is located on the CM Parcel and, pursuant to the Easement, serves both the CM Parcel and other property located to the north of the CM Parcel and described in the Easement as the Retail Parcel; and

whereas, the Easement allocates to the entire CM Parcel seventy-five percent (75%) of the responsibility for the expenses (the "Expenses") incurred in maintaining, repairing, reconstructing, or altering the CM Line, or in paying any charges or fees imposed or assessed by any governmental entity based on any discharge from the CM Line or the connection of the CM Line to a public sewer line (with the remaining twenty-five percent (25%) being allocated to the Retail Parcel); and

WHEREAS, Declarant intends to subdivide by sale the CM Parcel into the six (6) separate parcels of real estate described as Separate Parcels 1, 2, 3, Propert By: Bauce E. Maskin

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4, 5 and 6 on EXHIBITS B, C, D, E, F and G attached hereto (individually a "Separate Parcel" and collectively the "Separate Parcels"); and

WHEREAS, Separate Parcels 1, 2, 3, 4 and 5 are served by existing underground storm and sanitary sewer lines (individually a "Service Line" and collectively "Service Lines") which are located on Separate Parcel 6 and are connected to the CM Line; and

WalkAS, Declarant desires to reallocate among the Separate Parcels the responsibility for the Expenses pursuant to Section 6 of the Easement in the manner described below, and to establish easements for the operation, maintenance, repair and replacement of the Service Lines;

NOW THEREFORE, Declarent hereby declares as follows:

1. Reallocation. Pursuant to Section 6 of the Easement, the seventy-five percent (75%) responsibility for the Expenses currently allocated by the Easement to the entire CM Parcel shall be reallocated, effective on the Effective Date, as follows:

#### Separate Parcel Total Responsibility

Separate Parcel 1	Percentage calculated as provided below
Separate Parcel 2	Percentage calculated as provided below
Separate Parcel 3	Percentage calculated as provided below
Separate Parcel 4	Percentage calculated as provided below
Separate Parcel 5	Percentage calculated as provided below
Separate Parcel 6	Percentage calculated as provided below
TOTAL	75% of Expenses

The percentage of Expenses allocated to each of Separate Parcels 1, 2, 3, 4, 5 and 6 shall be determined each time an itemized statement or advance payment is required pursuant to Section 2 below for the purpose of such statement or payment. The calculation shall be made for each such Separate

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Parcel by multiplying seventy-five percent (75%) by a ratio, the numerator of which shall be the amount of the most recently issued water bill for such Separate Parcel issued prior to the date of calculation, and the denominator of which shall be the aggregate amount of the most recently issued water bills for all of the Separate Parcels issued prior to the date of calculation. Thus, the exact allocation to each Separate Parcel may vary from time to time, but shall for each such itemized statement or advance payment be calculated as provided arove. A calculation made for an advance payment shall apply to any and all itemized statements corresponding to the maintenance, repair or reconstruction for which the advance payment was made, even if new water bills are issued after the date of the calculation for the advance payment. 2. Itemized Statements Because the CM Line is entirely on Separate

Parcel 6, from and after the Effective Date, the owner of Separate Parcel 6 at the time of maintenance, repair, reconstruction or alteration shall be the party responsible for the maintenance, repair, reconstruction and alteration to which Section 6 of the Easement refers. The then owner of Separate Parcel 6 shall, after any such maintenance, repair, reconstruction or alteration, provide to the then owners of each of the other Separate Parcels, in the manner described in Section 5 below, an itemized statement of all expenses incurred by the then owner of Separate Parcel 6 in maintaining, repairing, reconstructing and altering the CM Line since the date of the las tatement. The itemized statement shall be accompanied by copies of contracts, invoices and such other documentation as may support the Expenses as set forth in the The statement shall allocate seventy-five percent (75%) of the Expenses shown among the Separate Parcels in accordance with the formula stated above.

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Each of the owners of the Separate Parcels shall, within twenty (20) days after the date of service of such itemized statement, pay to the then owner of Separate Parcel 6 the amount of such other owner's allocated share of the Expenses as shown on the itemized statement.

The then owner of Separate Parcel 6 shall have the right, with respect to any maintenance, repair, reconstruction or alteration of the CM Line, the cost of which is estimated by the then owner of Separate Parcel 6 to exceed Two Thousand Dollars (\$2,000), to require each of the then owners of the other Separate Parcels to pay in advance such owner's allocated share of the estimated cost of the maintenance, repair, reconstruction or alteration. If the then owner of Separate Parcel 6 exercises such right, the then owner of Separate Parcel 6 shall provide to each of the owners of the other Separate Parcels in the manner described in Section 5 below, a copy of the written estimate or bids stating the estimated costs of the maintenance, repair, reconstruction or alteration, and each of the owners of the other Separate Parcels shall, within twenty (20) days after the date such estimate or bid is provided, deposit with the then owner of Separate Tarcel 6 the amount of such other owner's allocated share of the estimate or bid.

If the owner of any Separate Parcel fails to, within the applicable twenty (20) day payment period provided by this Section 2, make payment of any amount due under this Section 2, then (i) the owner of such Separate Parcel shall pay (in addition to the amount due) a late fee in the amount of five (5) percent of the amount due but not paid, and (ii) the amount due but not paid shall bear interest at an annual rate which is the lesser of twelve (12) percent per annum or the maximum interest rate then permitted by law.

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The cost of any such maintenance, repair, reconstruction or alteration as so allocated shall be the responsibility of the respective owners of the Separate Parcels at the time such costs are incurred.

- 3. Relocation of CM Line. Because the CM Line is located on Separate Parcel 6, the rights granted to the Grantor in Section 9 of the Easement shall be exercised solely by the owner of Separate Parcel 6 at the time a relocation as described in said Section 9 becomes necessary or appropriate.
- 4. <u>Resement Remains in Effect</u>. Except for the reallocation of responsibility for Expenses as set forth above, each of the Separate Parcels shall continue to remain bound by the Easement without modification or amendment.
- 5. Notices. Any notice or statement to be provided or served pursuant to this Declaration shall be sufficient if provided to or served on a party personally or by certified mail, return receipt requested, at the following addresses:

If to the Owner of Separate Parcel 1:

Land Trustee 67628 c/o Hawthorae Partners 2333 South Clargo Avenue Cicero, Illinoia 00650

If to the Owner of Separate Parcel 2:

Land Trustee 67628 c/o Hawthorne Partners 2333 South Cicero Avenue Cicero, Illinois 60650

If to the Owner of Separate Parcel 3:

Land Trustee 67628 c/o Hawthorne Partners 2333 South Cicero Avenue Cicero, Illinois 60650

If to the Owner of Separate Parcel 4:

Land Trustee 67628 c/o Hawthorne Partners 2333 South Cicero Avenue Cicero, Illinois 60650

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If to the Owner of Separate Parcel 5:

Land Trustee 67628 c/o Hawthorne Partners 2333 South Cicero Avenue Cicero, Illinois 60650

If to the Owner of Separate Parcel 6:

Land Trustee 67628 c/o Hawthorne Partners 2333 South Cicero Avenue

or such other address as any party may provide to all of the others in writing at least twenty (20) days prior to the date on which a given notice or statement jato be provided or served.

- 6. Additional Easements Established. To permit Separate Parcels 1, 2, 3, 4 and 5 to continue to be served by the Service Lines, Declarant hereby declares that Separate Parcel 6 shall hereafter be subject to the following perpetual, nonexclusive easements to (i) operate, maintain, repair and reconstruct the underground Service Lines, and (ii) use the CM Line to carry material discharged to the CM Line 1row the Service Lines, all in accordance with the conditions stated in the Easement and in this Declaration:
  - a. <u>Service Line Easement No. 1</u>. <u>Jeclarant hereby establishes a non-exclusive easement ("Service Line Easement No. 1") over and across the portion of Separate Parcel 6 described in ELHIBIT H attached hereto for the above purposes and for the benefit of Separate Parcels 1 and 2.</u>

For informational purposes, Declarant hereby states tent as of the date of this Declaration, there exists in Service Line Easement No. 1 a sanitary sewer Service Line which serves Separate Parcels 1 and 2, and storm sewer Service Line which serves Separate Parcel 1.

b. <u>Service Line Easement No. 2</u>. Declarant hereby establishes a non-exclusive easement ("Service Line Easement No. 2") over and across the portion of Separate Parcel 6 described in EXHIBIT I attached hereto for the above purposes and for the benefit of Separate Parcel 2.

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For informational purposes, Declarant hereby states that as of the date of this Declaration, there exists in Service Line Easement No. 2 a storm sewer Service Line which serves Separate Parcel 2.

- c. <u>Service Line Easement No. 3</u>. Declarant hereby establishes a non-exclusive easement ("Service Line Easement No. 3") over and across the portion of Separate Parcel 6 described in EXHIBIT J attached hereto for the above purposes and for the benefit of Separate Parcel 2.
- For informational purposes, Declarant hereby states that as of the date of this Declaration, there exists in Service Line Easement No. 3 a storm sewer Service Line which serves Separate Parcel 2.
- d. <u>Service Line Easement No. 4.</u> Declarant hereby establishes a non-exclusive easement ("Service Line Easement No. 4") over and across the portion of Separate Parcel 6 described in EXHIBIT K attached hereto for the above purposes and for the benefit of Separate Parcel 3.

For informational purposes, Decisrant hereby states that as of the date of this Declaration, there exists in Service Line Easement No. 4 a storm sewer Service Line which serves Separate Forcel 3.

e. <u>Service Line Easement No. 5</u>. Declaran: hereby establishes a non-exclusive easement ("Service Line Easement No. 5") over and across the portion of Separate Parcel 6 described in EXHIBIT L attached hereto for the above purposes and for the benefit of Separate Parcels 2 and 3.

For informational purposes, Declarant hereby states that as of the date of this Declaration, there exists in Service Line Easement No. 5 a sanitary sewer Service Line which serves Separate Parcels 2 and 3.

f. <u>Service Line Essement No. 6</u>. Declarant hereby establishes a non-exclusive easement ("Service Line Essement No. 6") over and across

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the portion of Separate Parcel 6 described in EXHIBIT M attached hereto for the above purposes and for the benefit of Separate Parcels 4 and 5.

For informational purposes, Declarant hereby states that as of the date of this Declaration, there exists in Service Line Easement No. 6 a sanitary sewer Service Line which serves Separate Parcels 4 and 5.

The owner or owners of the Separate Parcel served by each Service Line as described above, shall, at its or their expense, operate, maintain, repair and reconstruct such Service Line. The owner of Separate Parcel 6 shall not have any obligation for the operation, maintenance, repair or reconstruction of the Service Lines.

Declarant hereby declares that each of the Service Line easements shall be for the benefit of the Service Parcel or Separate Parcels served by the corresponding Service Line described above, and shall include a perpetual and non-exclusive easement to enter upon Separate Parcel 6 for the purpose of performing maintenance, repair and reconstruction of such Service Line; provided, however, that such easement shall not permit the use of any portion of Separate Parcel 6 in such a manner as to unread mably interfere with any owner or occupant thereof. Any party exercising any right under such easement shall restore Separate Parcel 6 and any improvement thereof effected by such exercise to the same or as good condition as existed immediately before such exercise.

No owner of any Separate Parcel served by a Service Line shall cause or permit the discharge into such Service Line of any material defined or classified as hazardous or radioactive or toxic by any local, state or federal government or entity having jurisdiction over each Service Line, the CM Line, or any of the Separate Parcels. No such party shall cause or permit any substance to be discharged into the Service Lines or CM Line in violation of

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any applicable insurance order, regulation or requirement, or in a manner which will cause any claims, whether asserted by governmental entity or any other person or entity, against the owners or interest holder of Separate Parcel 6. All parties bound by this Declaration (now and in the future) shall comply with all regulations, orders and requirements of the City of Chicago and the Metropolitan Sanitary District (and their successors) pertaining to the Service Lines and the CM Line.

The basements set forth in this Section 6 shall run with and bind Separate Parcel & for the benefit of the other Separate Parcels as described above, and the owners, occupants and users thereof.

Enforcement of the gamements granted in this Section 6 may be by any proceeding at law or in equity against any person or persons attempting to violate same, whether to restrain violation thereof, to compel compliance therewith and/or to recover damages, including reasonable attorneys' fees and costs incurred by the party seeking enforcement.

- Successors and Assigns: Conveyance. This Declaration shall be binding upon, and the benefits, rights and obligations hereby created shall inure to the benefit of, the successors and assigns of the owners of the Separate Parcels, including all future owners, occupants and lessees thereof. Upon conveyance of all of the interest in a given Separate Parcel, the transferor shall be relieved of any liability under this Declaration arising ter the date of transfer, and the transferee shall be deemed to have controlled to be contr on and after the date of transfer, and the transferee shall be deemed to have assumed all obligations of the transferor hereunder arising on and after the date of transfer.
- National Bank and Trust Company of Chicago, not personally, but solely as Trustee as aforesaid. All of the covenants and conditions to be performed

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hereunder by American National Bank and Trust Company of Chicago are undertaken by it solely as Trustee as aforesaid and not individually, and no personal liability shall be asserted or enforceable against American National Bank and Trust Company of Chicago by reason of any of the covenants, statements, representations or warranties contained in this Declaration.

9. Beneficiary Liability. At such time as any of the Separate Parcels is owned by a land trust, the beneficiary thereof shall be liable for the charges and costs imposed by or to be paid pursuant to this Declaration.

IN WITNESS WPEREOF, Declarant has caused this Declaration to be executed in its behalf as of the Effective Date.

DECLARANT:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated June 16, 1986 and known as Trust No. 67628

Second Vice President

ATTEST:

Assistant Secretary

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COUNTY OF	F COOK	)	

I, the undersigned, a Notary Public in aforesaid County and State, do Peter Juliansed hereby certify that \_\_\_\_, Second Vice President 1. MICHARL WARE AW , Assistant Secretary of American National Bank and Trust Company of Chicago, personally known to me to be the same persons whose names are subscribed to the foregoing Declaration, appeared before me this day in person and acknowledged that they signed and delivered said Declaration as their own free and voluntary act and as the free and voluntery act of American National Bank and Trust Company of Chicago in the capacities and for the uses and purposes therein set forth, and that said Assistant Sycretary acknowledged that he/she, as custodian of the Seal of said bank, did riix the seal to the foregoing Declaration as his/her free and voluntary act and the free and voluntary act of said bank in the capacities and for the user end purposes set forth therein.

JAN 1 9 1990 GIVEN under my hand and NOTORIAL SEAL this day of January, Cook Collus 1990.

Notary Public

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### EXHIBIT A TO DECLARATION OF REALLOCATED SEWER LINE RESPONSIBILITIES

#### Legal Description of CM Parcel

That part of a tract of land (hereinafter designated Tract "X") in the West 1/2 of the Northwest 1/4 of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian; lying Southerly of a line hereinafter designated line "A", said line "A" being described as follows:

Commencing at that point of intersection of the East line of South Cicero Avenue (being a line 33.00 feet East of and parallel with the West line of said Northwest 1/4) and the South line of Cermak Road (being a line 75.00 feet South of and parallel with the North line of said Northwest 1/4); thence South O Degrees 32 Minutes Ol Seconds East, along the East line of South Cicero Avenue, 1026.35 feet to the point of beginning of the aforesaid Line "A"; thence North 39 Degrees 57 Minutes 59 Seconds East, along a line drawn perpendicular to the East line of South Cicero Avenue, a distance of 796.67 feet; thence Northeasterly 78.54 feet along the arc of a circle, tangent to the last described line, convex to the Southeast, having a radius of 50.00 feet, and whose chord begas North 44 Degrees 57 Minutes 59 Seconds East 70.71 feet to a point of tangency; thence North O Degrees 02 Minutes 01 Seconds West 88.03 feet; thence Northeasterly 78.54 feet along the arc of a circle, tangent to the last described line, convex to the Northwest having a radius of 50.00 feet, and whose chord bears North 44 Degrees 57 Minutes 59 Seconds East 70.71 feet to a point of tangency; thence North 89 Degrees 57 Minutes 59 Seconds East 216.60 feet; thence North 0 degrees 02 minutes 01 seconds West 138.52 feet; thence North 89 degrees 57 minutes 59 seconds East 63.91 feet to the East line of the hereinabove designated Tract "X" (Tract "X" being described as follows:

That part of the West 1/2 of the Northwest 1/4 of Section 27, Township 39 North, Range 13 East of the Third Principal Meridica bounded and described as follows:

Beginning at the point of intersection of the East Ane of South Cicero Avenue, being a line 33.00 feet East of and parallel with the West line of said Northwest 1/4 and the South line of Cermak Road, being wine 75.00 feet South of and parallel with the North line of said Northwest 1/49 thence South 89 Degrees 42 Minutes 07 Seconds East along said South line of Cermak Road. 1178.45 feet to the Northeast corner of a parcel of land conveyed to Western Electric Company Incorporated by deed recorded April 9, 1919 as Document No. 6497655, said Northeast corner being 1.47 feet East of a point in said South line of Cermak Road which is 120.00 feet West of the East line of the West 1/2 of said Northwest 1/4; thence South O Degrees 04 Minutes 10 Seconds West along the East line of said parcel conveyed by deed recorded as Document No. 6497655, a distance of 1119.66 feet to the Easterly corner of said parcel, said Easterly corner being 13.21 feet East of the West line of land conveyed to Manufacturers' Junction Railway Company by deed recorded August 5, 1904 as Document No. 3575104, (said West line being a line drawn from a point in the South line of Cermak Road, which is 87.00 feet West of the West line of the right of way of the Chicago and Western Indiana Railroad to a point in the North line of Ogden Avenue which is 100.00 feet Westerly of the West line of said railroad, as measured on the North line of said Ogden Avenue); thence

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the aforesaid parcel conveyed by deed recorded as Document No. 6497655, a distance of 64.97 feet to the Southerly corner thereof, being also the Northerly corner of a parcel of land conveyed to Manufacturers' Junction Railway Company by deed recorded April 9, 1919 as Document No. 6497656 (said Northerly corner being a point 1183.20 feet South of the South line of Cermak Road and on the West line of the aforesaid land conveyed by deed recorded as Document No. 3575104); thence South 13 Degrees 22 Minutes 57 Seconds West along the Northwesterly line of said parcel conveyed by deed recorded as Document No. 6497656, a distance of 3.50 feet to the Southwest corner thereof: thence North 89 Degrees 42 Minutes 53 Seconds East along the South line of said parcel conveyed by deed recorded as Document No. 6497656, a distance of 0.77 feet to the Southeast corner thereof, (said Southeast corner being a point 1156.50 feet South of the South line of Cermak Road and on the West line of the alcassaid land conveyed by deed recorded as Document No. 3575104); thence South & Degrees 40 Minutes 12 Seconds West along the West line of the aforesaid land conveyed by deed recorded as Document No. 3575104, a distance of 3.55 feet to the Northeast corner of a parcel of land conveyed to Manufacturers' Junction Railway Company by deed recorded April 25, 1907 as Document No. 4025197; thence South 89 Degrees 57 Minutes 59 Seconds West along the North line of said parcel conveyed by deed recorded as Document No. 4025197, a distance of 0.73 feet to a point on the Southeasterly line of a parcel of land conveyed to Western Electric Company Incorporated by deed recorded April 9, 1919 as Document No. 6497655; thence South 12 Degrees 11 Minutes 32 Seconds West along the Southeasterly line of said parcel as conveyed by deed recorded as Pocument No. 6497655, a distance of 209.18 feet to an angle corner in said parcel; thence South 2 Degrees 53 Minutes 20 Seconds West along the Easterly line of said parcel as conveyed by deed recorded as Document No. 6497655, a discance of 107.66 feet to the Southerly corner thereof, said Southerly corner being on the West line of a parcel of land as conveyed by the aforesaid deed recorded as Document No. 4025197; thence South O Degrees O2 Minutes O1 Seconds East slong the West line of said parcel as conveyed by said deed recorded as Document No. 4025197, a distance of 3.42 feet to the Northerly corner of a parcel of land conveyed to Manufacturers' Junction Railway Company by deed recorded April 9, 1919 as Document No. 6497656; thence South 3 Degrees 37 Minutes 39 Seconds West along the Westerly line of said parcel as conveyed by deed recorded as Document No. 6497656, a distance of 94.45 feet to an angle corner in said parcel; thence South 10 Degrees 54 Minutes 52 Seconds West along the Westerly line of said parcel as conveyed by deed recorded as Document No. 6497656, a distance of 33.08 feet to the Southerly corner thereof, said Southerly corner being also the Northerly corner of a parcel of land conveyed to Western Electric Company Incorporated by deed recorded April 9, 1919 as Document No. 6497655; thence South 12 Degrees 45 Minutes 45 Seconds West along the Easterly line of said parcel as conveyed by deed recorded as Document No. 6497655, a distance of 79.08 feet to a point on the Northwesterly line of a parcel of land conveyed to Western Electric Company Incorporated by deed recorded November 5, 1964 as Document No. 19294210; thence North 44 Degrees 31 Minutes 22 Seconds East along the Northwesterly line of said parcel as conveyed by deed recorded as Document No. 19294210, a distance of 0.20 feet to the Northeast corner thereof; thence South 17 Degrees 19 Minutes 02 Seconds West along the Easterly line of said parcel as conveyed by deed recorded as Document No. 19294210, a distance of 51.345 feet to an angle corner in said parcel; thence South 25 Degrees 39 Minutes 42 Seconds West along the Easterly line of said parcel as

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conveyed by deed recorded as Document No. 19294210, a distance of 51.35 feet to the Southeast corner thereof; thence South 89 Degrees 58 Minutes 25 Seconds West along the South line of said parcel as conveyed by deed recorded as Document No. 19294210 and along the North line of a parcel of land conveyed to Manufacturers' Junction Railway Company by deed recorded November 5, 1964 as Document No. 19294211 a distance of 255.36 feet to the Northwest corner thereof; thence South 19 Degrees 35 Minutes 58 Seconds West along the Northwesterly line of said parcel conveyed by deed recorded as Document No. 19294211, a distance of 13.71 feet to the Southwesterly corner of said parcel conveyed by deed recorded as Document No. 19294211, said Southwesterly corner being also the Northeasterly corner of a parcel of land conveyed to Western Electric Company Incorporated by Deed recorded November 5, 1964 as Document No. 19294210; thence along the Southerly lines of said parcel conveyed by deed recorded an Document No. 19294210, said Southerly lines being more particularly described as follows:

Beginning at the Fortheasterly corner of said parcel; thence South 19 Degrees 35 Minutes 22 Seconds West a distance of 78.25 feet to a point; thence South 65 Degrees 06 Minuter 02 Seconds West a distance of 289.38 feet to a point; thence South 89 Degrees 55 Minutes 02 Seconds West a distance of 107.29 feet to a point; thence South 0 Degrees 04 Minutes 58 Seconds East a distance of 86.79 feet to a point; thence South 80 Degrees 58 Minutes 21 Seconds West a distance of 50.69 feet to the Southwest corner of said parcel conveyed by deed recorded as Document No. 19294210, being also the Northeast corner of parcel of land conveyed to Manufacturers' Junction Railway Company by Deed recorded November 5, 1964 as Document No. 19294211; thence along the Northerly, Westerly and Southerly boundary lines of said parcel conveyed by deed recorded as Document No. 19294211, said boundary lines being more particularly described as follows:

Beginning at the Northeast corner of said parcel; thence South 80 Degrees 51 Minutes 57 Seconds West along the Northerly line of said parcel a distance of 300.67 feet; thence South O Degrees O2 Minutes (5) Seconds East along the Westerly line of said parcel a distance of 58.14 feet; thence South 55 Degrees 37 Minutes 34 Seconds East along the Southerly line of said parcel a distance of 4.00 feet; thence North 68 Degrees 47 Minutes 36 Seconds East along the Southerly line of said parcel a distance of 137.44 feet; thence continuing North 71 Degrees 41 Minutes 52 Seconds East along the Southerly line of said parcel a distance of 75.25 feet; thence South 18 Degrees 18 Minutes 08 Seconds East along a line in said parcel a distance of 6.09 feet to a corner in said parcel as conveyed by deed recorded as Document No. 19294211, Gaid corner being in the Southeasterly line of a parcel of land conveyed to Western Electric Company Incorporated by deed recorded May 25, 1955 as Document No. 16247423; thence South 66 Degrees 55 Minutes 49 Seconds West along the Southeasterly line of said parcel as conveyed by deed recorded as Document No. 16247423, a distance of 134.22 feet to a corner in said parcel; thence South 0 Degrees 02 Minutes 01 Seconds East along a line in said parcel, being a line parallel with the East line of South Cicero Avenue a distance of 16.18 feet to a point in the Northwesterly line of Ogden Avenue per Ordinance adopted September 8, 1888, said point being 125.43 feet (as measured along said Northwesterly line of Ogden Avenue) East of the East line of South Cicero Avenue; thence South 77 Degrees 49 Minutes 49 Seconds West along said Northwesterly line of Ogden Avenue a distance of 85.43 feet to a point, said point being 40.00 feet (as measured along said Northwesterly line) East of the

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#### EXHIBIT B TO DECLARATION OF REALLOCATED SEWER LINE RESPONSIBILITIES

#### Legal Description of Separate Parcel 1

That part of the West 1/2 of the Northwest 1/4 of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian, described as follows: Commencing at the point of intersection of the East line of South Cicero Avenue (being a line 33.00 feet East of and parallel with the West line of Not.
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Pir : [(-17-100-014)] said Northwest 1/4) and the South line of Cermak Road (being a line 75.00 feet South of and parallel with the North line of said Northwest 1/4); thence South O degrees 02 minutes 01 seconds East, along said East line of South Cicero Avenue, 1026.38 feet to the point of beginning of the tract herein described: thence continuing South 0 degrees 02 minutes 01 seconds East, along said East line, a distance of 150.00 feet; thence North 89 degrees 57 minutes 59 seconds East, along a line drawn perpendicular to the East line of Cicero Avenue, 175.00 feet; theice North O degrees 02 minutes 01 seconds West 150.00 feet; thence South 89 degrees 57 minutes 59 seconds West 175.00 feet to the

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#### EXHIBIT C TO DECLARATION OF REALLOCATED SEWER LINE RESPONSIBILITIES

#### Legal Description of Separate Parcel 2

That part of the West 1/2 of the Northwest 1/4 of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian, described as follows: Commencing at the point of intersection of the East line of South Cicero Avenue (being a line 33.00 feet East of and parallel with the West line of said Northwest 1/4) and the South line of Cermak Road (being a line 75.00 feet South of and parallel with the North line of said Northwest 1/4); thence South O degraes 02 minutes 01 seconds East, along said East line of South Cicero Avenue, 1176.38 feet to the point of beginning of the tract herein described: thence continuing South 0 degrees 02 minutes 01 seconds East, along said East e, a u.
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PIA = (6-27-(m-0)) line, a discence of 200.00 feet; thence North 89 degrees 57 minutes 59 seconds East, along a line drawn perpendicular to the East line of Cicero Avenue, 175.00 feet; therce North 0 degrees 02 minutes 01 seconds West 200.00 feet; thence South 85 degrees 57 minutes 59 seconds West 175.00 feet to the

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#### EXHIBIT D TO DECLARATION OF REALLOCATED SEWER LINE RESPONSIBILITIES

#### Legal Description of Separate Parcel 3

That part of the West 1/2 of the Northwest 1/4 of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian, described as follows: Commencing at the point of intersection of the East line of South Cicero Avenue (being a line 33.00 feet East of and parallel with the West line of said Northwest 1/4) and the South line of Cermak Road (being a line 75.00 feet South of and parallel with the North line of said Northwest 1/4); thence South O degrees 02 minutes 01 seconds East, along said East line of South Cicero ge ac, 1.

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PIN - 16-27-190-014 Avenue, 1376.38 feet to the point of beginning of the tract herein described: thence continuing South O degrees O2 minutes O1 seconds East, along said East line, a distance of 171.30 feet; thence South 45 degrees 02 minutes 01 seconds East, 28.28 feet; thence North 89 degrees 57 minutes 59 seconds East, along a line drawn perpendicular to the East line of Cicero Avenue, 130.00 feet; thence North 44 degrees 57 minutes 59 seconds East 35.36 feet; thence North 0 degrees 02 minutes 01 seconds West 166.30 feet; thence South 89 degrees 57 minutes 59 seconds Wedt 175.00 feet to the hereinabove described point of

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#### EXHIBIT E TO DECLARATION OF REALLOCATED SEWER LINE RESPONSIBILITIES

#### Legal Description of Separate Parcel 4

That Part of the West 1/2 of the Northwest 1/4 of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian, described as follows:

Commencing at the point of intersection of the East line of South Cicero Avenue (being a line 33.00 feet East of and parallel with the West line of said Northwest 1/4) and the South line of Cermak Road (being a line 75.00 feet South of an parallel with the North line of said Northwest 1/4); thence South O degree 02 minutes 01 seconds East, along said East line of South Cicero Avenue, 2653.68 feet to the point of beginning of the tract herein described: thence North 44 degrees 57 minutes 59 seconds east, 28.28 feet; thence North 89 degrees 37 minutes 59 seconds East, along a line drawn perpendicular to the East line of Cicro Avenue, 130.00 feet; thence South 45 degrees 02 minutes 01 seconds East, 37 28 feet to the point of intersection with a line drawn 176.50 t East
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Tri = 16.27-100-614 feet East (as measured perpendicularly) of and parallel with the East line of South Cicero Avenue aforesaid; thence South O degrees 02 minutes 01 seconds East, along said parallel line, 235.60 feet; thence South 89 degrees 57 minutes 59 seconds West, 176.50 feet to the point of intersection with the aforesaid East line of South Cicero Avenue; thence North O degrees 02 minutes Ol seconds West, along said East line, 242.10 feet to the hereinabove

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#### EXHIBIT F TO DECLARATION OF REALLOCATED SEWER LINE RESPONSIBILITIES

#### Legal Description of Separate Parcel 5

That part of the West 1/2 of the Northwest 1/4 of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian, described as follows:

Commencing at the point of intersection of the East line of South Cicero Avenue (being a line 33.00 feet East of and parallel with the West line of said Northwest 1/4) and the South line of Cermak Road (being a line 75.00 feet South of and parallel with the North line of said Northwest 1/4); thence South O degrees 02 minutes 01 seconds East, along said East line of South Cicero Avenue, 1895.78 feet to the point of beginning of the tract herein described: thence No. 21 89 degrees 57 minutes 59 seconds East, along a line drawn perpendicular to the East line of Cicero Avenue, 176.50 feet to the point of intersection with a line drawn 176.50 feet East (as measured perpendicularly) of and parallel with the East line of South Cicero Avenue aforesaid; thence South 0 degrees U2 minutes 01 seconds East, along said parallel line, 244.72 feet to the point of intersection with the Northerly line of a parcel of land conveyed to Manufacturers Junction Railway Company by deed recorded November 5, 1964, as Document No. 19294211; thence along the Northerly, Westerly and Southerly boundary lines of said parcel conveyed by deed recorded as Document No. 19294211, baid boundary lines being more particularly described as follows: beginning at the Northeast corner of said parcel; thence South 80 degrees 51 minutes 57 seconds West along the Northerly line of said parcel a distance of 136.89 feet; thence South 0 degrees 02 minutes 45 seconds East along the Westerly line of said parcel a distance of 58.14 feet; thence South 55 degrees 37 minutes 34 seconds East along the Southerly line of said parcel a distance of 4.00 feet; thence North 68 degrees 47 minutes 36 seconds East along the Southerly line of said parcel a distance of 137.44 feet; thence continuing North 71 degrees 41 minutes 52 seconds East along the Southerly line of said parcel a distance of 75.25 feet; chince South 18 degrees 18 minutes 08 seconds East along a line in said parcel a distance of 6.09 feet to a corner in said parcel as conveyed by deed recorded at Document No. 19294211, said corner bieng in the Southeasterly line of a parcel of land conveyed to Western Electric Company Incorporated by deed recorded May 25, 1955 as Document No. 16247423; thence South 66 degrees 55 minutes 12 seconds West along the Southeasterly line of said parcel as conveyed by deed recorded as Document No. 16247423, a distance of 134.22 feet to a corner in said parcel; thence South 0 degrees 02 minutes 01 seconds East along a line in said parcel, being a line parallel with the East line of South Cicero Avenue a distance of 16.18 feet to a point in the Northwesterly line of Ogden Avenue per ordinance adopted September 8, 1888, said point being 125.43 feet (as measured along said Northwesterly line of Ogden Avenue) East of the East line of South Cicero Avenue; thence South 77 degrees 49 minutes 49 seconds West along said 💫 Northwesterly line of Ogden Avenue a distance of 85.43 feet to a point, said C point being 40.00 feet (as measured along said Northwesterly line) East of the 🗘 East line of South Cicero Avenue; thence Northwesterly 57.60 feet along the 📿 arc of a circle concave to the Northeast having a radius of 32.31 feet, tangent to the last described line and whose chord of 50.27 feet bears North 51 degrees 06 minutes 06 seconds West to its point of tangency with the East line of South Cicero avenue at a point 40.00 feet North of said Northwesterly line of Ogden Avenue; thence North O degrees 02 minutes 01 seconds West along

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said East line of South Cicero Avenue, 314.41 feet to the hereinabove designated point of beginning, in Cook County, Illinois.

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#### EXHIBIT G TO DECLARATION OF REALLOCATED SEWER LINE RESPONSIBILITIES

#### Legal Description of Separate Parcel 6

That part of a tract of land (hereinafter designated Tract "X") in the West 1/2 of the Northwest 1/4 of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian; lying Southerly of a line hereinafter designated line "A", said line "A" being described as follows:

Commencing at a point of intersection of the East line of South Cicero Avenue (being a line 33.00 feet East of and parallel with the West line of said Northwest 1/4) and the South line of Cermak Road (being a line 75.00 feet South of and parallel with the North line of said Northwest 1/4); thence South O Degrees of Minutes Ol Seconds East, along the East line of South Cicero Avenue, 1026.33 feet to the point of beginning of the aforesaid Line "A"; thence North 39 Degrees 57 Minutes 59 Seconds East, along a line drawn perpendicular to the East line of South Cicero Avenue, a distance of 796.67 feet; thence Northeasterly 78.54 feet along the arc of a circle, tangent to the last described line, convex to the Southeast, having a radius of 50.00 feet, and whose chord bears North 44 Degrees 57 Minutes 59 Seconds East 70.71 feet to a point of tangen v; thence North O Degrees O2 Minutes O1 Seconds West 88.03 feet; thence Northeasterly 78.54 feet along the arc of a circle, tangent to the last described line, convex to the Northwest having a radius of 50.00 feet, and whose chord bears North 44 Degrees 57 Minutes 59 Seconds East 70.71 feet to a point of tangency; then:e North 89 Degrees 57 Minutes 59 Seconds East 216.60 feet; thence North O degrees 02 minutes 01 seconds West 138.52 feet; thence North 89 degrees 57 minutes 59 seconds East 63.91 feet to the East line of the hereinabove designated Tract "X" (Tract "X" being described herein below).

#### TRACT X:

That part of the West 1/2 of the Northwest 1/4 of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian, bounded and described as follows:

Beginning at the point of intersection of the East line of South Cicero Avenue, being a line 33.00 feet East of and parallel with the West line of said Northwest 1/4 and the South line of Cermak Road, being a line 75.00 feet South of and parallel with the North line of said Northwest 1/4; theree South 89 Degrees 42 Minutes 07 Seconds East along said South line of Cermak Road, 1178.45 feet to the Northeast corner of a parcel of land conveyed to Western Electric Company Incorporated by deed recorded April 9, 1919 as Document No. 6497655, said Northeast corner being 1.47 feet East of a point in said South line of Cermak Road which is 120.00 feet West of the East line of the West 1/2 of said Northwest 1/4; thence South O Degrees 04 Minutes 10 Seconds West along the East line of said parcel conveyed by deed recorded as Document No. 6497655, a distance of 1119.66 feet to the Easterly corner of said parcel, said Easterly corner being 13.21 feet East of the West line of land conveyed to Manufacturers' Junction Railway Company by deed recorded August 5, 1904 as Document No. 3575104, (said West line being a line drawn from a point in the South line of Cermak Road, which is 87.00 feet West of the West line of the right of way of the Chicago and Western Indiana Railroad to a point in the

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North line of Ogden Avenue which is 100.00 feet Westerly of the West line of said railroad, as measured on the North line of said Ogden Avenue); thence South 12 degrees 24 Minutes 06 Seconds West along the Southeasterly line of the aforesaid parcel conveyed by deed recorded as Document No. 6497655, a distance of 64.97 feet to the Southerly corner thereof, being also the Northerly corner of a parcel of land conveyed to Manufacturers' Junction Railway Company by deed recorded April 9, 1919 as Document No. 6497656 (said Northerly corner being a point 1183.20 feet South of the South line of Cermak Road and on the West line of the aforesaid land conveyed by deed recorded as Document No. 3575104); thence South 13 Degrees 22 Minutes 57 Seconds West along the Northwesterly line of said parcel conveyed by deed recorded as Document No. 6497656, a distance of 3.50 feet to the Southwest corner thereof; thence North 89 Degrees 42 Minutes 53 Seconds East along the South line of said parcel conveyed by deed recorded as Document No. 6497656, a distance of 0.77 feet to the Southeast corner thereof, (said Southeast corner being a point 1186.65 feet South of the South line of Cermak Road and on the West line of the aforesaid land conveyed by deed recorded as Document No. 3575104); thence South O regrees 40 Minutes 12 Seconds West along the West line of the aforesaid land conveyed by deed recorded as Document No. 3575104, a distance of 3.55 feet to the Northeast corner of a parcel of land conveyed to Manufacturers' Junction Pailway Company by deed recorded April 25, 1907 as Document No. 4025197; thence South 89 Degrees 57 Minutes 59 Seconds West along the North line of said parcel conveyed by deed recorded as Document No. 4025197, a distance of 0.73 feet to a point on the Southeasterly line of a parcel of land conveyed to Western Electric Company Incorporated by deed recorded April 9, 1919 as Document No. 6497655; thence South 12 Degrees 11 Minutes 32 Seconds West along the Southeasterly line of said parcel as conveyed by deed recorded as Document No. 6497655, a distance of 209.18 feet to an angle corner in said parcel; thence South 2 Degrees 53 Minutes 20 Seconds West along the Easterly line of faid parcel as conveyed by deed recorded as Document No. 6497655, a distance of 107.66 feet to the Southerly corner thereof, said Southerly corner being on the West line of a parcel of land as conveyed by the aforesaid deed recorded as Document no. 4025197; thence South O Degrees O2 Minutes O1 Seconds East along the West line of said parcel as conveyed by said deed recorded as Document 10. 4025197, a distance of 3.42 feet to the Northerly corner of a parcel of land conveyed to Manufacturers' Junction Railway Company by deed recorded April 9, 1919 as Document No. 6497656; thence South 3 Degrees 37 Minutes 59 Seconds West along the Westerly line of said parcel as conveyed by deed recorded as Document No. 6497656, a distance of 94.45 feet to an angle corner in said partel; thence South 10 Degrees 54 Minutes 52 Seconds West along the Westerly 1000 of said parcel as conveyed by deed recorded as Document No. 6497656, a distance of 33.08 feet to the Southerly corner thereof, said Southerly corner being also the Northerly corner of a parcel of land conveyed to Western Electric Company Incorporated by deed recorded April 9, 1919 as Document No. 6497655; thence South 12 Degrees 45 Minutes 45 Seconds West along the Easterly line of said parcel as conveyed by deed recorded as Document No. 6497655, a distance of 79.08 feet to a point on the Northwesterly line of a parcel of land conveyed to Western Electric Company Incorporated by deed recorded November 5, 1964 as Document No. 19294210; thence North 44 Degrees 31 Minutes 22 Seconds East along the Northwesterly line of said parcel as conveyed by deed recorded as Document No. 19294210, a distance of 0.20 feet to the Northeast corner thereof: thence South 17 Degrees 19 Minutes 02 Seconds West along the Easterly line of said parcel as conveyed by deed recorded as Document No. 19294210, a

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distance of 51.345 feet to an angle corner in said parcel; thence South 25 Degrees 39 Minutes 42 Seconds West along the Easterly line of said parcel as conveyed by deed recorded as Document No. 19294210, a distance of 51.35 feet to the Southeast corner thereof; thence South 89 Degrees 58 Minutes 25 Seconds West along the South line of said parcel as conveyed by deed recorded as Document No. 19294210 and along the North line of a parcel of land conveyed to Manufacturers' Junction Railway Company by deed recorded November 5, 1964 as Document No. 19294211 a distance of 255.36 feet to the Northwest corner thereof; thence South 19 Degrees 35 Minutes 58 Seconds West along the Northwesterly line of said parcel conveyed by deed recorded as Document No. 19294211, a distance of 13.71 feet to the Southwesterly corner of said parcel conveyed by deed recorded as Document No. 19294211, said Southwesterly corner being areo the Northeasterly corner of a parcel of land conveyed to Western Electric Company Incorporated by Deed recorded November 5, 1964 as Document No. 192942/0; thence along the Southerly lines of said parcel conveyed by deed recorded as Document No. 19294210, said Southerly lines being particularly deac ibed as follows:

Beginning at the Northeasterly corner of said parcel; thence South 19 Degrees 35 Minutes 22 Seconds West a distance of 78.25 feet to a point; thence South 65 Degrees 06 Minutes 07 Seconds West a distance of 289.38 feet to a point; thence South 89 Degrees 55 Minutes 02 Seconds West a distance of 107.29 feet to a point; thence South 6 Pegrees 04 Minutes 58 Seconds East a distance of 86.79 feet to a point; thence South 80 Degrees 58 Minutes 21 Seconds West a distance of 50.69 feet to the Southwest corner of said parcel conveyed by deed recorded as Document No. 19294210 being also the Northeast corner of parcel of land conveyed to Manufacturers' (westion Railway Company by Deed recorded November 5, 1964 as Document No. 19294211; thence along the Northerly, Westerly and Southerly boundary lines of said parcel conveyed by deed recorded as Document No. 19294211, said boundary lines being more particularly described as follows:

Beginning at the Northeast corner of said parcel; thence South 80 Degrees 51 Minutes 57 Seconds West along the Northerly line of send parcel a distance of 300.67 feet; thence South O Degrees O2 Minutes 45 Seconds East along the Westerly line of said parcel a distance of 58.14 feet; thence South 55 Degrees 37 Minutes 34 Seconds East along the Southerly line of sair parcel a distance of 4.00 feet; thence North 68 Degrees 47 Minutes 36 Seconds Fast along the Southerly line of said parcel a distance of 137.44 feet; theree continuing North 71 Degrees 41 Minutes 52 Seconds East along the Southerly line of said parcel a distance of 75.25 feet; thence South 18 Degrees 18 Minute 18 Seconds East along a line in said parcel a distance of 6.09 feet to a corner in said parcel as conveyed by deed recorded as Document no. 19294211, said corner being in the Southeasterly line of a parcel of land conveyed to Western Electric Company Incorporated by deed recorded May 25, 1955 as Document No. 16247423; thence South 66 Degrees 55 Minutes 49 Seconds West along the Southeasterly line of said parcel as conveyed by deed recorded as Document No. 16247423, a distance of 134.22 feet to a corner in said parcel; thence South 0 Degrees 02 Minutes 01 Seconds East along a line in said parcel, being a line parallel with the East line of South Cicero Avenue a distance of 16.18 feet to a point in the Northwesterly line of Ogden Avenue per Ordinance adopted September 8, 1888, said point being 125.43 feet (as measured along said Northwesterly line of Ogden Avenue) East of the East line of South Cicero Avenue; thence South 77 Degrees 49 Minutes 49 Seconds West along said

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Northwesterly line of Ogden Avenue a distance of 85.43 feet to a point, said point being 40.00 feet (as measured along said Northwesterly line) East of the East line of South Cicero Avenue; thence Northwesterly 57.60 feet along the arc of a circle concave to the Northeast having a radius of 32.31 feet, tangent to the last described line and whose chord of 50.27 feet bears North 51 Degrees 06 Minutes 06 Seconds West to its point of tangency with the East line of South Cicero Avenue at a point 40.00 feet North of said Northwesterly line of Ogden Avenue; thence North 0 Degrees 02 Minutes 01 Seconds West along said East line of South Cicero Avenue, a distance of 2210.18 feet to the hereinabove designated point of beginning, in Cook County, Illinois.

Excepting therefrom the following described Parcel of land:

That part of the West 1/2 of the Northwest 1/4 of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian, described as follows:

Commencing at the point of intersection of the East line of South Cicero Avenue (being a line 33.00 feet East of and parallel with the West line of said Northwest 1/4) and the South line of Cermak Road (being a line 75.00 feet South of an parallel win the North line of said Northwest 1/4); thence South O degrees O2 minutes O1 seconds East, along said East line of South Cicero Avenue, 1653.68 feet to the point of beginning of the Tract herein described: Thence North 44 degrees 57 minutes 59 seconds East, 28.28 feet; thence North 89 degrees 57 minutes 59 seconda East, along a line drawn perpendicular to the East line of Cicerc Avenue, 130.00 feet; Thence South 45 degrees 02 minutes 01 seconds East, 37.48 feet to the point of intersection with a line drawn 176.50 feet East (as measured perpendicularly) of and parallel with the East line of South Cicero Avenue aforesaid; thence South 0 degrees 02 minutes 01 seconds East, along said parallel line, 480.32 (20) to the point of intersection with the Northerly line of a Parcel of land conveyed to Manufacturers' Junction Railway Company by deed recorded November 5, 1964, as document 19294211; thence along the Northerly, Westerly and Southerly boundary lines of said Parcel conveyed by deed recorded as document no. 19294211, said boundary lines being more particularly described as follows: Desirning at the Northeast corner of said Parcel; thence South 80 degrees 51 minutes 57 seconds West along the Northerly line of said Parcel a distance of 136.89 feet; thence South 0 degrees 02 minutes 45 seconds East along the Westerly line of said Parcel a distance of 58.14 feet; Thence South 55 degrees 37 minutes 34 seconds East along the Southerly line of said Parcel a distance of 4.50 feet; thence North 68 degrees, 47 minutes, 36 seconds East along the Southerly line of said parcel a distance of 137.44 feet; thence continuing North 71 degrees 41 minutes 52 seconds East along the Southerly line of said Parcel a distance of 75.25 feet; thence South 18 degrees 18 minutes 08 seconds East along a line in said Parcel a distance of 6.09 feet to a corner in said Parcel as conveyed by deed recorded as document no. 19294211, said corner being in the Southeasterly line of a Parcel of land conveyed to Western Electric Company Incorporated by deed recorded May 25, 1955 as document no. 16247423; thence South 66 degrees 55 minutes 49 seconds West along the Southeasterly line of said Parcel as conveyed by deed recorded as document no. 16247423, a distance of 134.22 feet to a corner in said Parcel; thence South 0 degrees 02 minutes 01 seconds East along a line in said Parcel, being a line parallel with the East line of South Cicero Avenue a distance of 16.18 feet to a point in the Northwesterly line of Ogden Avenue per ordinance adopted September 8, 1888, said point being 125.43 feet (as measured along said Northwesterly line of Ogden Avenue) East of the

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East line of South Cicero Avenue; Thence South 77 degrees 49 minutes 49 seconds West along said Northwesterly line of Ogden Avenue a distance of 85.43 feet to a point, said point being 40.00 feet (as measured along said Northwesterly line) East of the East line of South Cicero Avenue; thence Northwesterly 57.60 feet along the Arc of a circle concave to the Northeast having a radius of 32.31 feet, tangent to the last described line and whose chord of 50.27 feet bears North 51 degrees 06 minutes 06 seconds West to its point of tangency with the East line of South Cicero Avenue at a point 40.00 feet North of said Northwesterly line of Ogden Avenue; thence North O degrees 02 minutes 01 seconds West along said East line of South Cicero Avenue, 556.51 feet to the hereinabove designated point of beginning, in Cook County, Illinois

Also excepting the following described Parcel of land: That part of the West 1/2 of the Northwest 1/4 of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian, described as follows: Commencing at the point of intersection of the East line of South Cicero Avenue (being a line 33.00 feet East of and parallel with the West line of said Northwest 1/4) and the South line of Cermak Road (being a line 75.00 feet South of and parallel with the North line of said Northwest 1/4); thence South 0 degrees 02 minutes 01 seconds East, along said Last line of South Cicero Avenue, 1026.38 feet to the point of beginning of the Tract herein described: Thence continuing South 0 degrees 02 minutes 02 seconds Fast, along said East line, a distance of 521.30 feet; thence South 45 degrees 32 minutes 01 seconds East, 28.28 feet; thence North 89 degrees 57 minutes 59 deconds East, along a line drawn perpendicular to the East line of Cicero Avenue, 130.00 feet; thence North 44 degrees 57 minutes 59 seconds East 35.36 feet 'to the point of intersection with a line drawn 175.00 feet East (as measured perpendicularly) of the East line of South Cicero Avenue aforesaid; thence North C degrees 02 minutes 01 seconds West 516.30 feet; thence South 89 degrees 57 minutes 59 seconds West 175.00 feet to the hereinabove described point of beginning, in Chok County, Illinois. 10/4'S OFFICE

Cook County Clerk's Office

#### EXHIBIT H TO DECLARATION OF REALLOCATED SEWER LINE RESPONSIBILITIES

#### Legal Description of Service Line Easement No. 1

A strip of land in that part of the West 1/2 of the Northwest 1/4 of Section 27, Township 39 North, Range 13 East of the third principal meridian, bounded and described as follows:

Commencing at the point of intersection of the East line of South Cicero Avenue (being a line 33.00 feet East of and parallel with the West line of said Northwest 1/4) with the South line of Cermak Road (being a line 75.00 feet South of and parallel with the North line of said Northwest 1/4); thence South O degrees 02 minutes 01 seconds East, along the East line of South Cicero Avenue, 1026.38 feet; thence North 89 degrees 57 minutes 59 seconds East, along a line drawn perpendicular to the East line of South Cicero Avenue, 244.00 feet to the point of intersection with the West line of a strip of land described in Sewer Line Easement recorded September 25, 1989 as Document No. 89451702; thence South O degrees 02 minutes 01 seconds East, along said West line, 106.56 feet to the point of beginning of the strip of land herein described, thence South 89 degrees 57 minutes 59 seconds West, 69.00 feet; thence South O degrees 02 minutes 01 seconds East, 27.00 feet; thence North 89 degrees 57 minutes 59 seconds East, 69.00 feet; thence North 0 degrees 02 minutes 01 seconds Past, 27.00 feet to the hereinabove designated Jin.
Olyphy Clerks Office point of beginning in Cook County, Illinois.

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### EXHIBIT I TO DECLARATION OF REALLOCATED SEWER LINE RESPONSIBILITIES

#### Legal Description of Service Line Easement No. 2

A strip of land 10.00 feet in width in that part of the West 1/2 of the Northwest 1/4 of Section 27, Township 39 North, range 13 East of the third principal meridian, bounded and described as follows:

Commencing at the point of intersection of the East line of South Cicero Avenue (being a line 33.00 feet East of and parallel with the West line of said Northwest 1/4) with the South line of Cermak Road (being a line 75.00 feet South of and parallel with the North line of said Northwest 1/4); thence South 0 degrees 02 minutes 01 seconds East, along the East line of South Cicero Avenue, 1026.38 feet; thence North 89 degrees 57 minutes 59 seconds East, along a line drawn perpendicular to the East line of South Cicero Avenue, 244.00 feet to the point of intersection with the West line of a strip of land described in Sewer Line Easement recorded September 25, 1989 as Document No. 89451701: Mence South O degrees O2 minutes O1 seconds East, along said West line, 261.31 feet to the point of beginning of the strip of land herein described; thence South O degrees 02 minutes 01 seconds East, 15.51 feet; thence North 40 legrees 10 minutes 08 seconds West, 62.56 feet; thence South 89 degrees 57 minutes 59 seconds West, 28.68 feet; thence North 0 degrees 02 minutes 01 seconds West. 10.00 feet; thence North 89 degrees 57 minutes 59 seconds East, 33.32 feet; thence South 40 degrees 10 minutes 08 che above seconds East, 55.35 feet to the hereinabove designated point of beginning, in Cook County, Illinois.

#### EXHIBIT J TO DECLARATION OF REALLOCATED SEWER LINE RESPONSIBILITIES

#### Legal Description of Service Line Easement No. 3

A strip of land in that part of the West 1/2 of the Northwest 1/4 of Section 27, Township 39 North, Range 13 East of the third principal meridian, bounded and described as follows:

Commencing at the point of intersection of the East line of South Cicero Avenue Deing a line 33.00 feet East of and parallel with the West line of said Northwest 1/4) with the South line of Cermak Road (being a line 75.00 feet South of and parallel with the North line of said Northwest 1/4); thence South 0 degrees 02 minutes 01 seconds East, along the East line of South Cicero Avenue 1026.38 feet; thence North 89 degrees 57 minutes 59 seconds East, along a live drawn perpendicular to the East line of South Cicero Avenue, 244.00 feat to the point of intersection with the West line of a strip of land described in Sewer Line Easement recorded September 25, 1989 as Document No. 89451702; Thence South 0 degrees 02 minutes 01 seconds East, along said West line, 325.6? feet to the point of beginning of the strip of land herein described; thence South O degrees 02 minutes 01 seconds East, 10.00 feet; thence South 85 Jegrees 57 minutes 59 seconds West, 69.00 feet; thence North O degrees 02 minutes 01 seconds West, 10.00 feet; thence North 89 degrees 57 minutes 59 seconds East, 69.00 feet to the hereinabove designated point of beginning, in Cook County, Illinois.

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#### EXHIBIT K TO DECLARATION OF REALLOCATED SEWER LINE RESPONSIBILITIES

#### Legal Description of Service Line Easement No. 4

A strip of land 10.00 feet in width in that part of the West 1/2 of the Northwest 1/4 of Section 27, Township 39 North, range 13 East of the third principal meridian, bounded and described as follows:

Commencing at the point of intersection of the East line of South Cicero Avenue (being a line 33.00 feet East of and parallel with the West line of said Northwest 1/4) with the South line of Cermak Road (being a line 75.00 feet South of and parallel with the North line of said Northwest 1/4); thence South O degrees O2 minutes O1 seconds East, along the East line of South Cicero Avenue, 1026.38 feet; thence North 89 degrees 57 minutes 59 seconds East, along a line drawn perpendicular to the East line of South Cicero Avenue, 244.00 feet to the point of intersection with the West line of a strip of land described in Sewer Line Easement recorded September 25, 1989 as Document No. 89451702: thence South O degrees 02 minutes 01 seconds East, along said West line, 448.17 feet to the point of beginning of the strip of land herein described; theree North 67 degrees 45 minutes 05 seconds West, 40.00 feet; thence South 85 degrees 57 minutes 59 seconds West, 31.98 feet; thence South 0 degrees 02 minutes 01 seconds East, 10.00 feet; thence North 89 degrees 57 minutes 59 seconds East, 30.02 feet; thence South 67 degrees 45 minutes 05 seconds East, 38.66 feet; thence North 89 degrees 46 minutes 19 seconds East, 5.01 feet; thence North 9 degrees 02 minutes 01 seconds West, ie, poin. 5.64 feet to the hereinabove designated point of beginning, in Cook County, Illinois.

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#### EXHIBIT L TO DECLARATION OF REALLOCATED SEWER LINE RESPONSIBILITIES

#### Legal Description of Service Line Easement No. 5

A strip of land in that part of the West 1/2 of the Northwest 1/4 of Section 27, Township 39 North, Range 13 East of the third principal meridian, bounded and described as follows:

Commencing at the point of intersection of the East line of South Cicero Avenue (being a line 33.00 feet East of and parallel with the West line of said Northwest 1/4) with the South line of Cermak Road (being a line 75.00 feet South of and parallel with the North line of said Northwest 1/4); thence South 0 degrees 02 minutes 01 seconds East, along the East lien of South Cicero Avenue, 1026.38 feet; thence North 89 degrees 57 minutes 59 seconds East, along a line drawn perpendicular to the East line of South Cicero Avenue, 244.00 feet to the point of intersection with the West line of a strip of land described in Sewer Line Easement recorded September 25, 1989 as Document No. 89451702; thence South O degrees 02 minutes 01 seconds East, along said West line, 453.81 feet; thence South 39 degrees 46 minutes 19 seconds West, 34.90 feet to the point of beginning of the strip of land herein described; thence South 39 Jogrees 46 minutes 19 seconds West, 4.15 feet; thence South 0 degrees 02 minutes 01 seconds East, 6.81 feet; thence South 89 degrees 57 minutes 59 seconds West, 44.00 feet; thence North 0 degrees 02 minutes Ol seconds West, 10.00 feet; thence North 89 degrees 57 minutes 59 Jove Conts seconds East, 44.66 feet to the here in bove designated point of beginning, in Cook County, Illinois.

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#### EXHIBIT M TO DECLARATION OF REALLOCATED SEWER LINE RESPONSIBILITIES

#### Legal Description of Service Line Easement No. 6

A strip of land in that part of the West 1/2 of the Northwest 1/4 of Section 27, Township 39 North, Range 13 East of the third principal meridian, bounded and described as follows:

Commencing at the point of intersection of the East line of South Cicero Avenue (being a line 33.00 feet East of and parallel with the West line of said Northwest 1/4) with the South line of Cermak Road (being a line 75.00 feet South of and parallel with the North line of said Northwest 1/4); thence South O degrees 02 minutes 01 seconds East, along the East line of South Cicero Avenue, 1026.38 feet; thence North 89 degrees 57 minutes 59 seconds East, along a line drawn perpendicular to the East line of South Cicero Avenue, 244.00 fret to the point of intersection with the West line of a strip of land describe! in Sewer Line Easement recorded September 25, 1989 as Document No. 894517/2 thence South 0 degrees 02 minutes 01 seconds East, along said West line, 453.81 feet; thence South 39 degrees 46 minutes 19 seconds West, 39.05 feet; thence South O degrees 02 minutes 01 seconds East, 194.81 feet to the point of beginning of the strip of land herein described: thence South 89 degrees 57 minutes 59 seconds West, 42.50 feet; thence South 0 degrees 02 minutes 01 seconds hast, 10.00 feet; thence North 89 degrees 57 minutes 59 seconds East, 45.61 fret; thence North 48 degrees 36 minutes 26 seconds West, 4.15 feet; thence North O degrees 02 minutes 01 seconds West, Poin Processing Control of the Contr 7.26 feet to the hereinabove designated point of beginning, in Cook County, Illinois.

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#### CONSENT OF BENEFICIARY

Rawthorne Partners, an Illinois general partnership, as beneficiary of the trust defined in the foregoing Declaration, hereby consents to the foregoing Declaration and the provisions thereof, specifically including Section 9.

Dated this 18th day of January, 1990.

HAWTHORNE PARTNERS. an Illinois general partnership

Stock Colling By By: DLS, INC., an Illinois corporation and a general partner

Wayne A. Vander Vort Its Secretary

By: AMERICAN DIVERSIFIED REAL ESTATE, INC., a Kansas

corporation and a general partner

Wayne A. Vander Vort Its Assistant Secretary

STATE OF -MINNESOTA

88.

COUNTY OF HENNEPIN

The foregoing Consent of Beneficiary was acknowledged before me this state day of January, 1990, by Wayne A. Vander Vort as sucretary of DLS, Inc., an Illinois corporation and a partner in Hawthorne Partners, an Illinois general partnership, on behalf of said corporation and partnership.

Notary Public

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STATE OF MINNESOTA. ) COUNTY OF HENNEPIN ) Cook

The foregoing Consent of Beneficiary was acknowledged before me this Assistant day of January, 1990, by Wayne A. Vander Vort as Assistant Secretary of American Diversified Real Estate, Inc., a Kansas corporation and a partner in Hawthorne Partners, an Illinois general partnership, on behalf of said corporation and partnership.

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Notary Public

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#### ACKNOWLEDGEMENTS OF NOTICE BY OWNER AND MORTGAGEE OF RETAIL PARCEL

American National Bank and Trust Company of Chicago, not personally but as Trustee under the Trust Agreement dated May 26, 1987 and known as Trust No. 102624-00, as owner of the Retail Parcel (as defined in the foregoing Declaration), and Chemical Bank, a New York banking corporation, as mortgagee of the Retail Parcel, hereby acknowledge that ten (10) days has elapsed since Declarant (as defined in the foregoing Declaration) gave the undersigned notice of the reallocation of responsibilities set forth in the foregoing Declaration. The undersigned each gives this acknowledgement to evidence Declarant's compliance with Section 6 of the Easement (as defined in the foregoing Declaration) with respect to such notice.

	COMPANY OF CHICAGO, not personally
	nut as Trustee under Trust Agreement
	dated May 26, 1987 and known as Trust
Attest:	No. 102624-00
	Ву
Assistant Secretary	Second Vice resident
	CHEMICAL BANK, a New York banking corporation
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I, the undersigned, a Notary Public in aforesaid County and State, do hereby certify that	STATE OF ILLINOIS				
Assistant Secretary of American National Bank and Trust Company of Chicago, personally known to me to be the same persons whose names are subscribed to the foregoing Acknowledgement, appeared before me this day in person and acknowledged that they signed and delivered said Acknowledgement as their own free and voluntary act and as the free and voluntary act of American National Bank and Trust Company of Chicago in the capacities and for the uses and purposes therein set forth, and that said Assistant Secretary acknowledged that he/she, as custodian of the Seal of said bank, did effix the seal to the foregoing Acknowledgement as his/her free and voluntary act and the free and voluntary act of said bank in the capacities and for the uses and purposes set forth therein.  GIVEN under by hand and NOTORIAL SEAL this		5.			
Notary Public PT-01 RECERDING  142222 TRAM 2234 01/22/90 07:24:08  43167 4 E 46-970-0037 2237  COUNTY OF NEW YORK  I, the undersigned, a Notary Public is aforesaid County and State, do hereby certify that //m n y Kwowc , of Chemical Bank, personally known to me to be the same person whose name is subscribed to the foregoing Acknowledgement, appeared before me this day in person and acknowledged that he signed and delivered said Acknowledgement as his ow free and voluntary act and as the free and voluntary act of Chemical in the capacities and for the uses and purposes therein set forth.  GIVEN under my hand and NOTORIAL SEAL this 1714 def of January,	hereby certify that and and Bank and Trust Company persons whose names are before me this day in said Acknowledgement as voluntary act of Americapacities and for the Assistant Secretary ack bank, did affix the sea voluntary 1ct and the	, Assi of Chicago, pos- e subscribed to operson and ackno- their own free can National Ban- uses and purpo- nowledged that he il to the foregoing	stant Secretary ersonally known the foregoing a wledged that to and voluntary k and Trust Co ses therein s e/she, as custo ng Acknowledge ry act of said	Second Vice by of American to me to be Acknowledgemen act and as toppany of Chiest forth, and odian of the Sment as his/h	President an National be the same at, appeared de delivered he free and cago in the that said leal of said er free and
I, the undersigned, a Notary Public is aforesaid County and State, do hereby certify that //M M Y KWONG., of Chemical Bank, personally known to me to be the same person whose name is subscribed to the foregoing Acknowledgement, appeared before me this day in person and acknowledged that he signed and delivered said Acknowledgement as his own free and voluntary act and as the free and voluntary act of Chemical in the capacities and for the uses and purposes therein set forth.  GIVEN under my hand and NOTORIAL SEAL this /// dr. of January,					
I, the undersigned, a Notary Public is aforesaid County and State, do hereby certify that //M M Y KWONG., of Chemical Bank, personally known to me to be the same person whose name is subscribed to the foregoing Acknowledgement, appeared before me this day in person and acknowledged that he signed and delivered said Acknowledgement as his own free and voluntary act and as the free and voluntary act of Chemical in the capacities and for the uses and purposes therein set forth.  GIVEN under my hand and NOTORIAL SEAL this /// dr. of January,		)6504	Notary Public	PT-DI RECORDING 2222 TRAN 2234 3167 4 ES 44 cm COOK COUNTY RE	\$47.00 01/22/90 07:24:00 940-4037:34:5
hereby certify that			, /px	30311 10011.7	
Condace Skewer	hereby certify thatknown to me to be the Acknowledgement, appeare he signed and delivered and as the free and vouses and purposes therei	same person whosed before me this said Acknowledge luntary act of Conset forth.	e name is subset of the subset	themical Bank, scribed to the on and acknow. free and vo	personally e foregoing ledged that luntary act and for the

CANDACE SHREEVES
Notary Public, State of New York
No. 03-8980280
Qualified in Bronx County
Commission Expires October 31, 1990

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