## **UNOFFICIAL**

### THE AMERICAN INSTITUTE OF ARCHITECTS





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RETURN TO:

GONCON BULLOING COR

AIA Document A312

BOND #B2165847

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Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address)

GENCON BUILDING CORPORATION 810 Arlington Heights Rd.

Itasca, IL 60143

SURETY (Name and Principal Place of Business):

RELIANCE SURETY COMPANY 4 Penn Center Plaza Philadelphia, PA 19103

OWNER (Name and Address):

WAL-MART STORES, INC.

Department 8702

701 S. Walton Blvu.

Bentonville, Arkansas 72716-0095

CONSTRUCTION CONTRACT

Date: January 9, 1992

Amount: \*\*\$4,186,403.00\*\*

Description (Name and Location): Building of 136,000 square Gost ろみつっている

141 4. NORTH NO., Northlake, 11.60164#6358

BOND

Date (Not earlier than Construction Contract Date):

January 9, 1992

Amount: \*\*Four Million One Hundred Eighty Six Thousand Four Hundred Three & No/100\*\*

Modifications to this Bond:

IX None

. 🗀 See Page 3

CONTRACTOR AS PRINCIPA

Company: GENCON BUILDING CORPORAT Jorporate Seab

SURETY

Company: SURETY/COMPAN RELIANCE

(Corporate Seal)

Signature:

Name and Title:

Signature:

Joseph T. Valrose, President Name and

Attorney-in-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or

Robert Keith & Associates, Inc.

other party):

B.S.W. Architects

P.O. Box 1394

Bolingbrook, IL 60440

1412 S. Boston, Ste. 400

Tulsa, OK 74119

4708) 759-8200

AIA DOCUMENT A312 - PERFORMANCE BOND AND PAYMENT BOND - DECEMBER 1981 FD. - AIA » THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE, N.W., WASHINGTON, D.C. 20006 THIRD PRINTING • MARCH 1987

A312-1984 1

- 1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herem by reterence.
- 2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.4.
- If there is no Owner Detailt, the Surety's obligation under this Bond shall arise after.
  - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner's considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than inteen days after receipt of such notice to discuss in the Contractor and the Contractor Contract. In the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not exave the Owner's right, it any, subsequently to declare a Contractor Default, and
  - 3.2 The Owner has declared a Contractor Detault and formally terminated the Contractor's right to complete the contract. Such Contractor Detault shair to, be declared earlier than twenty days after the Contractor and the Surety have received notice as provided to supparagraph 3.1, and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
- 4. When the Owner has sa isted the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - **4.1** Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
  - **4.2** Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
  - **4.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptiness under the circumstances:
    - .1 After investigation, determine the amount for

- which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
- .2 Deny hability in whole or in part and notify the Owner citing reasons therefor.
- 5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond lifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied hability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
- 6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and it the Surety elects to act under Subparagraph 4-1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
  - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract:
  - 6.2 Additional legal, design professional and delay cody fesulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragreph 4, and
  - **6.3** Equivibre? damages, or it no liquidated damages are specified if the Construction Contract, actual damages caused by disased performance or non-performance of the Contractor.
- 7. The Surety shall not be as he to the Owner or others for obligations of the Contractor the are unrelated to the Construction Contract, and the Ballioce of the Contract Piace shall not be reduced or set off or account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other hap the Owner or its heirs, executors, administrators or successors.
- **B** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after. Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

- 10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
- 11. When this Bond has been turnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions contorming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 12 DEFINITIONS

**12.1** Balance of the Contract Price: The total amount payable by the Contract of the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract

- 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto
- 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND / RP AS TOILOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: .....

Name and Title:

Address.

Signature: \_\_\_\_\_. Name and Title Address:

AIA DOCUMENT A312 - PERFORMANCE BOND AND PAYMENT BOND - DECEMBER 1981 ED - AIA - R. THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE , N.W. WASHINGTON, D.C. 20006 THIRD PRINTING - MARCH 1987

#### THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

BOND #B2165847

### **Payment Bond**

Any singular reference to Contractor, Surely, Owner or other party shall be considered plural where applicable,

CONTRACTOR (Name and Address) GENCON BUILDING CORPORATION 810 Arlington Heights Rd. Itasca, IL 60143

SURETY (Name and Principal Place of Business): RELIANCE SURETY COMPANY 4 Penn Center Plaza Philadelphia, PA 19103

OWNER (Name and Address):

WAL-MART STORES. INC. Department 8702

701 S. Walton Blvd.

Bentonville, Arkansas 72716-0095

CONSTRUCTION CONTRACT

January 9, 1992 Amount: \*\*\$4,186,403.00\*\*

Description (Name and Location):

Building of 136,000 square that

Northlake, IL

BOND

Date (Not earlier than Construction Contract Date):

Amount: \*\*Four Million One Hundred Eighty Six Thousand Four Hundred

Modifications to this Bond:

January 9, 1992

Ihree & No/100\*\*

X! None

SURFTY

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CONTRACTOR AS PRINCIPA

Company:

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GENCON BUILDING CORP

Company:

RELIANCE SURETY COMPANY

മാജിate Seal)

Signature:

Name and Title: Noseph T. Valrose, President

Signature:

Name and Title:

Attorney-in-Fact

(Any additional signatures appear on page 6)

Robert Keith & Associates, Inc.

(FOR INFORMATION ONLY--Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer) or

other party):

B.S.W. Architects

1412 S. Boston, Ste. 400

Tulsa, OK 74119

P.O. Box 1394 Bolingbrook, IL 60440

(708) 759-8200

AIA DOCUMENT A312 - PERFORMANCE BOND AND PAYMENT BOND - DECEMBER 1984 (D. - AIA - R THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006 THIRD PRINTING • MARCH 1982

A312-1984 4

- 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
- 2. With respect to the Owner, this obligation shall be null and void it the Contractor.
  - **2.1** Promptly makes payment, directly or indirectly, for all sums due Clainiants, and
  - 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and described defense of such claims, demands, liens or suits are the Contractor and the Surety, and provided there is no Owner Default
- 3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due
- 4 The Surety shall have no obligation as Chimants under this Bend until
  - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim
  - **4.2** Claimants who do not have a direct contract with the Contractor
    - .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed, and
    - .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly, and
    - .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
- 5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance

- **6** When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions
  - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed
  - **6.2** Pay or arrange for payment of any undisputed amounts
- 7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- B. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's prior ity to use the funds for the completion of the work.
- 9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalt of, or otherwise have obligations to Claimants under this Bond.
- 17 The Surety hereby waives notice of any change, increang changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 11 No suit or action shall be commenced by a Claimant under this Bond of er than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Claus 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void contract, whichever of (1) or (2) first occurs and the provisions of the paragraph are void contract, whichever of (1) or (2) first occurs are defensed in the paragraph are void contract, whichever of (1) or (2) first occurs are defensed in the paragraph are void contract, whichever of (1) or (2) first occurs are defensed in the paragraph are void contract, whichever of (1) or (2) first occurs are defensed in the paragraph are void contract, which were defensed in the paragraph are void contract, which were defensed in the paragraph are void contract.
- 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
- 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to turnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, fight, heat, oil, gasoline, telephone service or rental equipment used in the

Constituction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were turnished.

- 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 45.3 Owner Detailt Failure of the Owner, which has neither been remedied nor waved, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms

REAS FC MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR	AS	PRINC	1PAI
_			

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: \_\_\_\_\_ Name and Title:

Address

Signature:

Name and Title.

Address

AIA DOCUMENT ABO - PERFORMANCE BOND AND PAYMENT BOND - DECIMBER 1981 ID - AIA # THE AMERICAN INSTITUTE OF ARCHITTCHS, 4235 NEW YORK AVE. N.W. WASHINGTON, D.C. 20006 THIRD PRINTING \* MARCH 198

A312-1984 6

### REUNOFFICIALCEOMFANY

#### HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

#### **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS. That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Mark R. Malley, Stephen J. Leite, Daniel E. Baumgarten and Martin W. Teague, individually, of Bolingbrook, Illinois

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed	any and all bonds
and undertakings of Suretyship,	

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and here's in titles and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attornay is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows

#### ARTICLE VII — EXECUTION OF BONDS AND UNDERTAKINGS

- 1. The Board of Directors, the P esident, the Chairman of the Board, any Senior Vice President any Vice President or Assistant Vice President or other officer designated by the Board of Filectors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and recover and authority given to him.
- 2. Attorneys-in-Fact shall have power and at shortly, subject to the terms and timitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

  The corporate seal is not necessary for the validity of any bonds, and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.
- 3. Attorneys-in-Fact shall have power and authority to execute efficients required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 5th day of June, 1979 at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal or the Crimariy may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company rind any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by 15 Vice President, and its corporate seal to be hereto affixed, this 24th day of October 1991.

RELIANCE INSURANCE CONTRALLY

Vice President

STATE OF COUNTY OF

On this

Pennsylvania Philadelphia

88.

October

, 19 91, personally appeared

Charles B. Schmalz

to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company and the Resolution, set forth therein, are still in full torce.

My Commission Expires:

February 1 .19 93

Notary Public in and for State of

Pennsylvani

Residing at Philadelphia

I. Anita Zippert . Appropri Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affi.

9

y**A** J<u>an</u>uar

1992

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#### SURETY COMPANY ACKNOWLEDGMENT

STATE OF COUNTY OF	ILLINOIS WILL	) ) ss:				
before me p being by me BOLINGBROOK, RELIANCE INSU in and which seal of said instrument:	ersonally c duly sworn ILLINOIS RANCE COMPANY executed corporation is such corporation board of corporation	ameMAR , did dep _; that h  the above on; that porate sedirectors	K R. MALLE  cose and  ne is the  instrum  the seal  eal; that  of said	in the y  Y  to  say that he  ATTORNEY-I  the corporation  affixed to  it was so a  corporation	me known, resides i N-FACT of tion descress knows the said affixed by	whon the ibed
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STATE OF COUNTY OF		) 53:	,	6/4/		
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the corporati instrument; t seal affixed was so affixe corporation a	hat he know to said ins d by order	s the se trument of the b	al of sa is such o oard of o	id corporati corporate se directors of	on; that seal; that is said	it
		-				

"OFFICIAL SEAL"
Judith Amoroso
Notary Public, State of illinois
My Commission Expires 2/9/93

Green

THAT PART OF "THE H.O. STONE NORTHLAKE ADDITION" AS RECORDED JULY, 1930 PER DOCUMENT NUMBER 10697148 AND THAT PART OF "EHLERS RESUBDIVISION" AS RECORDED APRIL 17, 1947 PER DOCUMENT NUMBER 14036604, BEING SUBDIVISIONS OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 31 IN BLOCK 8 IN SAID "THE H.C. STONE NORTHLAKE ADDITION": THENCE NORTH 01 DEGREES 34 MINUTES 43 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 31 IN BLOCK 8 AND ITS NORTHERLY EXTENSION, 139.72 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 07 SECONDS EAST, ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 6 IN SAID "EHLERS RESUBDIVISION", 20.00 FEET; THENCE NORTH 01 DEGREES 34 MINUTES 43 SECONDS WEST, ALONG THE WEST LINE OF SAID "EHLERS RESUBDIVISION", 239.89 FEET TO THE SOUTHWEST CORNER OF LOT 1 IN SAID "EHLERS RESUBDIMISION"; THENCE NORTH 41 DEGREES 08 MINUTES 30 SECONDS EAST, 81.07 FEET TO A POINT 55.00 FEET EAST OF (AS MEASURED ALONG THE NORTH LINE OF SAID LOT 1) THE NORTHWEST CORNER OF SAID LOT 1 IN "EHLERS RESUBDIVISION": THENCE NORTH 11 DEGREES 57 MINUTES 47 SECONDS EAST, 20.54 FEET TO THE SOUTHWEST CORNER OF LOT 4 IN BLOCK B IN SAID "THE H.O. STONE NORTHLAKE ADDITION"; THENCE NORTH 16 DEGREES 10 MINUTES 16 SECONDS EAST, 94.24 FEET TO A POINT 35.00 FEET SOUTH OF (AS MEASURED ALONG THE EAST LINE OF SAID LOT 4) THE NORTHEAST CORNER OF SAID LOT 4 IN BLOCK 8; THENCE NORTH 35 DEGREES 39 MINUTES 21 SECONDS EAST, 43.71 FEET TO THE NORTHEAST CORNER OF LOT 5 IN BLOCK 8 IN SAID "THE H.O. STONE NORTHLAKE ADDITION"; THENCE NORTH 88 DEGREES 48 MINUTES 10 SECONDS EAST, ALONG THE NORTH LINE OF SAID "THE H.O. STONE NORTHLAKE ADDITION" AND ALSO BEING THE SOUTH LINE OF NORTH AVENUE, 796.80 FEET; THENCE SOUTH OO DEGREES 47 MINUTES 43 SECONDS WEST, ALONG THE EAST LINE OF BLOCKS 6 AND 9 IN SAID "THE H.O. STONE NORTHLAKE ADDITION" AND ALSO BEING THE WEST LINE OF IRVING AVENUE, 930.77 FEET; TO THE SOUTHEAST CORNER OF LOT 7 IN SAID BLOCK 9; THENCE NORTH 62 DEGREES 12 MINUTES 54 SECONDS WEST, ALONG THE SOUTHERLY LINE OF LOTS 7 AND 18 IN SAID BLOCK 9, A DISTANCE OF 298.28 FEET, TO A POINT ON THE EAST LINE OF HARVARD AVENUE; THENCE SOUTH U DEGREES 49 MINUTES 46 SECONDS WEST ALONG THE EAST LINE OF SAID HARVARD AVENUE A DISTANCE OF 11.22 FEET; THENCE NORTH 62 DEGREES 12 MINUTES 54 SECONDS W.ST. ALONG A LINE THAT IS 10.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINES OF LOTS 28 AND 39 IN BLOCK 7 IN SAID "THE H.O. STONE NORTHLAKE ADDITION" AND THEIR EXTENSIONS, 446,34 FEET, TO A POINT ON THE WEST LINE OF ASHBEL AVENUE; THENCE SOUTH O DEGREES 52 MINUTES 48 SECONDS WEST ALONG THE EAST LINE OF LOT 23 IN SAID GLOCK & AND ITS NORTHERLY EXTENSION, 136.20 FEET, TO THE SOUTHEAST CORNER OF SAID OF 23 IN BLOCK 8; THENCE NORTH 62 DEGREES 12 MINUTES 54 SECONDS WEST, ALONG THE SOUTHERLY LINE OF LOTS 23 THRU 31 IN SAID BLOCK B, 273.02 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS,

AREA = 14.829 ACRES MORE OR LESS

15-06-0200-035 15-06-0203.00 G 15-06-0700-036 13-06-0703.005 P. I.D. 15.06.0200-037 15.06.0203.006 15-06-0200-040 15.06-0000 15-06.0203-008 15-06-0200-043 440.000-00-61 15-06-0201-055, 15-06-0203-089 15-06-0202-044 15-06-0203-010 15-06-0203-001 15.06.0203.002 15-06.0203-003