EASEMENT AGREEMENT

95732601

THIS AGREEMENT, made and entered into this 19th day of COBER. , 1995. by and between the DUPAGE WATER COMMISSION, a public corporation, political subdivision and unit of local government created and existing under 65 ILCS 5/11-135-1 et seq. and the Water Commission Act of 1985, 70 ILCS 3720/1 et seq., 600 East Butterfield Road, Elmhurst, Allinois 60126-4642 (hereinafter referred to as the "Commission"); AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually but as Trustee under a Trust Agreement dated January 15, 1994 and known as Trust No. 117903-00; and LIMITED PARTNERSHIP, an Illinois limited partnership. ("Shetland"); (the Trust and Shetland shall sometimes be hereinafter collectively referred to as "Owner"); TRAN 7197 10/26/95 14#43#00

WITNESSETH:

WHEREAS, the Trust is the legal owner of certain real estate situated in the County of Cook, State of Illinois, which real estate is legally described on Exhibit A attached hereto and by this reference incorporated herein and made a part hereof, and which real estate shall be referred to hereinafter as the "Subject Property"; and

WHEREAS, Shetland is the beneficial owner of the Subject Property; and

WHEREAS, the Commission desires to locate a portion of its water transmission main(s) in, upon, under, along and across a portion of the Subject Property legally described on Exhibit B attached hereto and by this reference incorporated herein and made a part hereof (hereinafter referred to as the "Easement Premises");

\$41.00

438,00

BOX 333-CTI

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NOW, THEREFORE, in consideration of the foregoing and for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid by the Commission to Shetland, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

- Owner hereby grants, conveys and dedicates to the Commission, its successors and assigns, a perpetual non-exclusive easement and right of way to survey, construct, reconstruct, use, operate, praintain, test, inspect, repair, replace, after, remove or abandon in place (said activities hereinater collectively referred to as "Installation") a below ground water transmission main(s) together with related attachments, equipment and appurtenances thereto (said transmission main(s) and said attachments, equipment and appurtenances hereinafter collectively referred to as the "Pipeline"), subject to the terms and conditions hereinafter set forth, in, upon, under, along and across the Easement Premises. The Commission hereby accepts the Easement Premises in its present "as is" and "where is" condition without any representation or warranty, express or implied, of any nature whatsoever with respect thereto. The Commission hereby further acknowledges that Owner plans to pave the Easement Premises, and hereby represents that the Pipeline shall not interfere with the paving of the Easement Premises.
- 2. The Commission agrees that the Installation of the Pipeline sould be done and completed with diligence in a good and workmanlike manner, all at the sole expense of the Commission.
- 3. Upon completion of any Installation, the Commission agrees to promptly replace and grade all topsoil removed. All fences, parking lots, roads, fundscaping and improvements will be promptly restored to former condition by the Commission if disturbed or altered in any

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manner by Instaliation. All sod removed will be promptly replaced by sod of like quality and all natural grass removed will be promptly replaced by seeding with a good quality seed.

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- 4. The Commission agrees that it will save and hold Owner harmless from all damages, costs or liabilities suffered because of injury to or death of any person or persons or damage to property that may arise out of or as a consequence of the granting of this Easement or acts or omissions of the Commission or its authorized agents, servants or employees in the Installation of the Pipeline.
- 5. Owner bereby reserves the right to use and enjoy the Easement Premises and its adjacent property in any manner, including but not limited to construction of a driveway or parking lot over the Easement Fremises, that will not prevent or interfere with the exercise by the Commission of the rights granted percender; provided, however, that Owner shall not in any manner disturb, damage, destroy, injure, obstruct, or permit to be obstructed the Easement Premises at any time whatsoever, without the express written consent of the Commission.
- operation of the Pipeline, the Commission, or its heirs, successors or assigns, shall discontinue the use of the Pipeline for a period of 10 consecutive years, which period shall commence 180 days after water has ceased flowing through the Pipeline, the Commission's vigitas and authority hereunder, shall terminate forever. Upon termination of this Agreement as provided above, the Commission shall, at its expense, either remove the Pipeline or fill and compact the Pipeline in a manner consistent with sound engineering practices, and then restore the Easement Premises to its former condition. If the Commission shall fail to remove or till the Pipeline in the manner aforesaid within 120 days after termination, the Pipeline shall become the sole property of Owner,



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without liability or obligation to account to the Commission therefor. Termination of the Commission's rights hereunder shall not affect any right of Owner to indomnification from any acts, omissions or events occurring prior to such termination,

- 7. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, grantees, successors, assigns and legal representatives.
- 8. The goat of recording this document or a memorandum thereof shall be borne by the Commission.
- All notices required or permitted to be given under this Agreement shall be in 9, writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage pre-paid, certified or registered mail, return receipt requested. PORTS OFFICE

If to the Owner:

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Shelland Proportion Limited Partnership 5420 West Roosevelt Road Chicago, II. 60650 Attention: Andrew D. Lappin

With a copy to:

Sachnoff & Weaver, Ltd. 30 South Wacker Drive Suite 2900 Chicago, 11. 60606 Attention: Stewart Dolin, Esq.



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If to the Commission:

DuPage Water Commission 600 East Butterfield Road Elmhurst, Illinois 60126 Attention: Edward J. Nawrocki

With a copy to:

Burke, Weaver & Prell 55 West Monroe Street Suite 800 Chicago, Illinois 60603 Attention: Elizabeth D. Santis

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any nonce properly given by any such other non-oral means.

By notice complying with the requirements of this Section Nine, Owner and the Commission each shall have the right to change the address or addressee or both after all future notice to it, but no notice of a change of address or addressee shall be effective until actually received.

- The substantive laws, but not the conflict of laws rules, of the State of Illinois shall 10. control.
- All representations and warranties contained herein shall survive the execution of 11. this Easement Agreement and the recordation thereof and shall not be merged.

IN WITNESS WHEREOF, the parties hereto have executed or have caused this instrument to be executed by their proper officers duly authorized to execute the same.

ATTEST:	DUPAGE WATER COMMISSION, a unit of local government
By:	By Janus J. Hofunt
Us:	us: General Manager



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NATIONAL

AMERICAN TRUST COMPANY OF CHICAGO, not ATTEST: individually but as Trustee under a Trust Agreement dated January 15, 1994 and known as Trust No.117903-00 11116166 TRUST OFFICEH ATTESTS an Illinois limited partnership Color Presider Color Color

> This instrument is executed by the undersigned land Trustee, not personally but solely a Itaston in the executed of the power and authority contents used in verted to it as each trustee. It is expensely understant on the period that all the wintenties, understants, representable, changed, understants, understants, understants are understants by it is a more expensely on the period to the feature are understaled by it is a more expensely or personal resonability to a more above or sold at any time are account or entertained against the Trustee on account of any warranty, indomnity, representation, covariant, industrialing of sures indomnity, representation, covonant, undutaking of pyrenment of the Trustee in this Instrument.

PREPARED BY:

Elizabeth D. Suntin Burke, Weaver + Prell 55 War Monin Affect Juin 800 Checago, utilinie 60603

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EXHIBIT A

Legal Description of the Subject Property

COMMENCING AT A POINT IN THE NORTH LINE OF THE SOUTH IJ FEET OF SAID SOUTHWEST QUARTER, WHICH POINT IS 470 FEET WEST OF THE EAST LINE OF SAID SOUTHWEST QUARTER;

THENCE NORTH ALONG A LINE WHICH, IF EXTENDED, WOULD INTERSECT A LINE WHICH IS PARALLEL WITH AND 345 FEET SOUTHERLY AND NORMALLY DISTANT FROM THE SOUTHERLY LINE OF THE RIGHT-OF-WAY ALOCATED AND LAID OUT (BUT NOW ABANDONED) OF THE ST. CHARLES AND MISSISSIPPI AIR LINE RAILROAD AT POINT WHICH IS 470 FEET WEST (MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SOUTHWEST CHARTER FOR A DISTANCE OF 100 FEET, TO THE POINT OF BEGINNING OF THE TRACT OF LAND BEING HEREBY DISCRIBED:

THENCE CONTINUING NORTH ALONG SAID EXTENDED LINE TO SAID INTERSECTION WITH THE LINE WHICH IS 345 FEET SOUTHERLY AND GORMALLY DISTANT FROM THE SOUTHERLY LINE OF SAID ABANDONED RIGHT-OF-WAY:

THENCE EASTERLY ALONG SAID LINE WHICH IS PARALLEL WITH THE SOUTHERLY LINE OF SAID ANDONED RIGHT-OF-WAY TO AN INTERSECTION WITH THE WEST LINE OF THE FAST 90 FEET OF SAID SOUTHWEST QUARTER;

THENCE EASTERLY TO A POINT IN THE WEST LINE OF THE EAST 70 FEET OF SAID SOUTHWEST CHARTER, WHICH POINT IS SO FEET SOUTH OF THE POINT OF INTERSECTION OF SAID WEST LINE OF THE EAST A FEET WITH A LINE DRAWN PARALLEL WITH AND 505 SEET SOUTHERLY AND NORMALLY DISTANT FROM SAID SOUTHERLY LINE OF SAID ABANDONED RIGHT.OF.WAY:

THENCE SOUTH ALONG THE SAID WEST LINE OF THE EAST TO FEET (BEING THE WEST LINE OF SOUTH BARAMIE AVENUE, AS WIDENED) FOR A DISTANCE OF 15.5 FLET, SAID POINT BEING 358.14 FEET NORTH OF THE INTERSECTION OF SAID WEST LINE OF SOUTH LARAMIE AVENUE WITH THE SOUTH LINE OF SAID SECTION 16; THENCE WEST, AT RIGHT ANGLES TO SAID WEST LINE OF SOUTH LARAMIE AVENUE, A DISTANCE OF

MO FEET;

THENCE SOUTH, PARALLEL WITH THE SAID WEST LINE OF SOUTH LARAMIE AVENUE, TO THE EAST UNE OF AN EASEMENT FOR RAILROAD RIGHT-OF-WAY FROM SUNBEAM COPPORATION TO THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY, DATED SEPTEMBER 7, 1948, PECONDED OCTOBER 28, 1948, AS OCUMENT NUMBER 14432042;

THENCE SOUTH ALONG THE EAST LINE OF SAID EASEMENT, TO A PO(NT) VHICH IS \$33 FEET NORTH
IF THE SOUTH LINE OF SECTION 16 AND 180.96 FEET WEST OF SAID WEST LINE OF SOPTH LARABIE AVENUE;
THENCE WEST, PARALLEL WITH THE SOUTH LINE OF SOUTH LARABIE AVENUE OF 19.04 FEET;
THENCE SOUTH, PARALLEL WITH SAID WEST LINE OF SOUTH LARABIE AVENUE, A DISTANCE OF 19.09

EET;

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THENCE WEST, PARALLEL WITH THE SOUTH LINE OF SECTION 16, A DISTANCE OF 495,26 FEET TO THE PLACE OF BEGINNING:

EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 33 FEET OF SAID SOUTHWEST QUARTER WITH THE WEST LINE OF THE EAST 70 FEET THEREOF;

THENCE YEST, ALONG SAID NORTH LINE OF THE SOUTH 33 FEET FOR A DISTANCE OF 400 FEET;
THENCE NOATH, ALONG A STRAIGHT LINE, TO A POINT IN A LINE WHICH IS PARALLEL WITH AND 345
FEET SOUTHERLY AND NO MALLY DISTANT FROM THE SOUTHERLY LINE OF THE ABANDONED RIGHT-OF-WAY OF
THE ST. CHAPLES AND MISSISSIPPI AIR LINE RAILROAD, SAID POINT DEING 470 FEET WEST (MEASURED AT RIGHT
ANGLES) OF THE EAST LINE OF SAID SOUTHWEST QUARTER;

THENCE EASTERLY ALONG SAID LINE WHICH IS 345 FEET SOUTHERLY FROM AND PARALLEL WITH THE SOUTHERLY LINE OF SAID ABANDONED RIGHT-OF-WAY, TO THE INTERSECTION WITH THE WEST LINE OF THE EAST 90 FEET OF SAID SOUTHWEST QUARTER

THENCE EASTERLY TO A POINT IN THE WEST LINE OF THE EAST 70 FEET OF SAID SOUTHWEST QUARTER WHICH IS 50 FEET SOUTH OF THE POINT OF INTERSECTION OF SAID WEST LINE OF THE EAST 70 FEET WITH A LINE DRAWN PARALLEL WITH AND 100 FE ST SOUTHERLY AND NORMALLY DISTANT FROM SAID SOUTHERLY LINE OF SAID ABANDONED RIGHT-OF-WAY;

THENCE SOUTH, ALONG THE SAID WEST LINE OF THE EAST 70 FEET (BEING THE WEST LINE OF SOUTH LARAMIE AVENUE AS WIDENED) FOR A DISTANCE 850.64 FEET, MORE OR LESS, TO THE POINT OF REGINNING:

AND ALSO EXCEPTING THEREFROM THAT PART PART PARTOF FALLING WITHIN THAT PART OF THE WEST 491.00 FEET OF SECTION 16 AFORESAID LYING SOUTH OF A LAY 2 100 FEET SOUTHERLY OF AND PARALLEL WITH THE ARANDONED RIGHT-OF-WAY OF THE ST. CHARLES AND MISSISSIPPI AIR LINE RAILROAD, AND NORTH OF A LINE 901.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SECTION 16 AFORESAID;

ALL IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 27 NORTH, RANGE IS EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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PARCEL 1

THAT PART OF THE WEST HALF OF SECTION 16, TOWNSHIP 19 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTHERLY LINE OF THE RIGHT-OF-WAY, AS LOCATED AND LUD OUT (BUT NOW ABANDONED) OF THE ST. CHARLES AND MISSISSIPPI AIR LINE RAILROAD (EXCEPTING THEREFROM A STRIP OF LAND ACROSS SAID SECTION, 300 FEET IN WIDTH, SOUTHERLY OF ADJOINING SAID ABANDONED RIGHT-OF-WAY), DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT A POINT IN THE EAST LINE OF SOUTH CENTRAL AVENUE, SAID POINT BEING 851 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 16 AND 33 FEET EAST OF THE WEST LINE OF SAID SECTION, AND RUNNING

THENCE NORTH ALONG SAID EAST LINE OF SOUTH CENTRAL AVENUE, AND 33 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 425.39 FEET TO THE POINT OF INTERSECTION OF SAID EAST LINE OF SOUTH CENTRAL AVENUE WITH THE SOUTHERLY LINE OF THE ABOVE DESCRIBED STRIP OF LAND 300 FEET IN WIDTH, SOUTHERLY OF AND ADJOINING THE ABOVE DESCRIBED ABANDONED EIGHT OF SYAY;

THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE OF SAID JOO FOOT STRIP, SAID LINE FORMING A SOUTHEAST ANGLE OF 81 DEGREES 54 MINUTES 30 SECONDS WITH SAID EAST LINE OF SOUTH CENTRAL AVENUE, A SUSTAINCE OF 2586.56 FEET TO THE POINT OF INTERSECTION OF SAID SOUTHERLY LINE OF SAID JOO FOOT STRIP WITH THE WEST LINE OF SOUTH LARAMIE AVENUE AS WIDENED, SAID WEST LINE BEING 70 FEET WEST OF AND PARALLYL WITH THE NORTH AND SOUTH QUARTER SECTION LINE OF SAID SECTION 16 AND FORMING A SOUTHWEST ANGLE OF 98 DEGREES OF MINUTES 30 SECONDS WITH SAID SOUTHERLY LINE OF SAID 300 FOOT STRIP;

THENCE SOUTH ALONG SAID WEST LINE OF SOUTH LARAMIE AVENUE, A DISTANCE OF 900.64 FEET TO THE NORTHWEST CORNER OF SOU. II LARAMIE AVENUE AND WEST ROOSEVELT ROAD, SAID POINT BEING 70 FEET WEST OF THE NORTH AND SOUTH (A) RTER SECTION LINE OF SAID SECTION 16, AND 33 FEET NORTH OF THE SOUTH LINE OF SAID SECTION:

THENCE WEST ON THE NORTH LAGE OF WEST ROOSEVELT ROAD, AND 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 16 A DISTANCE OF 1064.59 FEET TO A POINT WHICH IS 528.16 FEET EAST OF THE WEST LINE OF SAID SECTION 16 AMEASURED ON THE NORTH LINE OF WEST ROOSEVELT ROAD);
THENCE NORTH, PARALLEL WITH THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 818 FEET TO A POINT:

THENCE WEST, 200 FEET TO THE PLACE OF BEGINNING; IN COOK COUNTY, H.LINOIS.

TOTAL AREA OF PARCEL 1 == 1,936,052 SQUARE FEET (44,4456 ACRES) OF 6-ND, MORE OR LESS

PARCEL 1

THAT PART OF THE WEST 491.00 FEET OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE 300 FEET SOUTHERLY OF AND PARALLEL WITH THE AHANDONED RIGHT-OF-WAY OF THE ST. CHARLES AND MISSISSIPPI AIR LINE RAHLROAD, AND NORTH OF A LINE 991.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SECTION 16, AFORESAID,

EXCEPTING THEREFROM THAT PART THEREOF FALLING WITHIN THE NORTH 55 FEET OF THE SOUTH 906 FEET OF THE WEST ITS FEET OF SECTION 16 AFORESAID;

AND ALSO EXCEPTING THEREFROM THAT PART THEREOF FALLING WITHIN THAT PART OF THE WEST 107 FEET OF SECTION 16 AFORESAID LYING SOUTH OF AND EMALLEL WITH THE AFORESAID ABANDONED RIGHT-OF-WAY OF THE ST. CHARLES AND MISSISSIPPI AIR LINE RAILROAD AND NORTH OF A LINE 906 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SECTION 16 AFORESAID;

IN COOK COUNTY, ILLINOIS,

CONTRINING 130,355 SQUARE FEET (2,9925 ACRES) OF LAND, MORE OR LESS.

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EXHIBIT B

Legal Description of the Easement Premises

THAT PART OF THE FOLLOWING DESCRIBED STRIP OF LAND FALLING SOUTH OF A LINE 300 FEET SOUTHERLY AND PARALLEL WITH THE SOUTHERLY LINE OF THE ABANDONED RIGHT OF WAY OF THE ST. CHARLES AND MISSISSIPPI AIR LINE RAILROAD, AND FALLING NORTH OF A LINE 901.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13. FAST OF THE THIRD PRINCIPAL MERIDIAN, SAID STRIP OF LAND BEING DESCRIBED AS FOLLOWS:

A STRIP OF LAND OF VARYING WIDTHS IN THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO, ST. CHARLES AND MISSISSIPPI AIR LINE RAILROAD WITH THE SOUTHERLY EXTEN-SION OF THE EAST LINEOF LOT 225 IN SCHOOL TRUSTEES' SUBDIVISION OF PART OF SECTION 16 AFORESAID; THENCE NORTH 83 DEGREES 56 MINUTES 18 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID RIGHT-OF-WAY, 240,00 FEET; THENCE NORTH I DEGREE 58 MESSITES 52 SECONDS WEST, ALONG A LINE DRAWN PARALLEL WITH THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 225, A DISTANCE OF 18.65 FEET; THENCE NORTH 71 DEGREES 21 MINUTES 28 SECONDS WEST, 29.76 FEET TO THE PORCE OF BEGINNING OF THE STRIP OF LAND HEREIN DESCRIBED; THENCE CONTINUING NORTH 71 DEGREES 21 MINUTES 28 SECONDS WEST, 40.19 FEET; THENCE SOUTH 23 DEGREES 02 MINUTES 29 SECONDS WEST, ALONG A LINE (HEREINAFTER DESIGNATED "LINE A"), 260.36 FEET; THENCE SOUTH 87 DEGREES 58 MINUTES 27 SECONDS WEST, ADONG A LINE (HEREINAFTER DESIGNATED "LINE B"), 312.50 FEET; THENCE SOUTH 2 DEGREES 01 MINUTE 33 SECONDS EAST, ALONG A LINE DRAWN 107.00 FEET EAST (AS MEASURED PERPENDICULARLY) OF THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 16 AFORESAID, AND PERPENDICULAR TO THE LAST DESCRIBED JUNE, 31.62 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-VAY LINE OF THE CHICAGO AND GREAT WESTERN RAILROAD, BEING ALSO A LINE DRAWN 150,00 FEET (AS MEASURED PERPENDICULARLY) SOUTHERLY OF AND PARACLEL WITH THE SOUTHERLY LINE OF A STRIP OF LAND DESCRIBED IN DOCUMENT TO IMBER 2247367, AND BEING ALSO THE SOUTHERLY LINE OF A STRIP OF LAND DESCRIBED IN DOCUMENT NUMBER 3049095; THENCE CONTINUING SOUTH 2 DEGREES 01 MINUTE 33 SECONDS EAST, ALONG SAID PARALLEL LINE BEING ALSO THE EASTERLY LINE OF SOUTH CENTRAL AVENUE AS SHOWN ON PLAT RECORDED MAY 10, 1960, AS DOCUMENT NUMBER 17850680, A DISTANCE OF 360.36 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 206.00 FEET NORTH (AS MEASURED PERPENDICULARLY) OF AND PARALLEL WITH THE SOUTH LINE OF

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THE SOUTHWEST 1/4 OF SECTION TO APORESALD, THENCE PORTH 88 DEGREES 28 MINUTES 05 SECONDS EAST, ALONG SAID PARALLEL LINE, 18,00 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 125,00 FEET EAST (AS MEASURED PERPENDICULARLY) OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTH-WEST 1/4 OF SECTION 16, SAID LINE BEING ALSO THE EAST LINE OF SOUTH CENTRAL AVENUE AFORESAID; THENCE SOUTH 2 DEGREES 01 MINUTE 33 SECONDS EAST, ALONG SAID PARALLEL LINE, \$5.00 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 851,00 FEET NORTH (AS MEASURED PERPENDICULARLY) OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 16 AFORESAID; THENCE NORTH 88 DEGREES 28 MINUTES 05 SECONDS EAST, ALONG SAID PARALLEL LINE, 12.00 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 137.00 FEET EAST (AS MEASURED PERPENDICULARLY) OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTH-WEST 1/4 OF SECTION 16 AFORESAID; THENCE NORTH 2 DEGREES 01 MINUTE 33 SECONDS WEST, ALONG SAID PARALLEL LINE, 407.24 FEET; THENCE NORTH 87 DEGREES \$8 MINUTES 27 SECONDS EAST, ALONG A LINE DRAWN PERPENDICULAR TO THE LAST MESCRIBED LINE, SAID LINE BEING ALSO A LINE DRAWN 40.00 FEET SOUTH (AS MEASURED PERPENDICULARLY) OF AND PARALLEL WITH THE HERETOFORE DESIGNATED "LINE B," 313.15 FEET; THENCE NORTH 13 DEGREES 02 MINUTES 29 SECONDS EAST, ALONG A LINE DRAWN 40.00 FEET SOUTHEASTERLY (AS MEASURED PERPENDICULARLY) OF AND PARALLEL WITH THE HERETOFORE DESIGNATED "LINE A." 287.10 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING; IN COOK COUNTY D.I.INOIS.

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HARPARED WHY WARRED PLANE

Who Martin P. Murphy Burke, Wenner & Prett 55 West Monage Affect Quite 800 l'hercago, ellemon 60103

> Exhibit B Page 2 of two

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