



City of Chicago



O2018-902

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	2/28/2018
Sponsor(s):	Taliaferro (29)
Type:	Ordinance
Title:	Public Way Easement Agreement with Norwegian Lutheran Bethesda Home Assn. a.k.a. Bethesda Home and Retirement Center
Committee(s) Assignment:	Committee on Transportation and Public Way

ORDINANCE

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, City, by and through its Department of Transportation ("CDOT"), is the owner of the 16' wide north-south oriented, public alley in the block bounded by N. Nordica Avenue, N. Sayre Avenue, W. George Street, and W. Wolfram Street (the "Public Alley") as depicted on Exhibit A; and

WHEREAS, Norwegian Lutheran Bethesda Home Association, a/k/a Bethesda Home and Retirement Center, an Illinois not-for-profit corporation ("Bethesda") is the owner of real property legally described on Exhibit B, which lays adjacent to the Public Alley ("Adjacent Property"), and contains those certain buildings and other improvements (as exist from time to time, collectively, the "Building"); and

WHEREAS, Bethesda desires to use the Public Alley as a point of ingress and egress to the Building, and in connection therewith, Bethesda desires to use a portion of its Adjacent Property (the "Easement Property") to widen the adjacent Public Alley, and thereby create an alley easement area ("Alley Easement Area"); and

WHEREAS, City desires that Bethesda construct, repair, replace, and maintain, certain improvements at Bethesda's sole cost and expense, and to CDOT standards ("Alley Improvements") in the Alley Easement Area, including grading and paving, installing curbs, sidewalks, and striping, all in accordance with the most current version of the Chicago Department of Transportation's Regulations for Opening, Repair and Construction in the Public Way and its appendices, and in accordance with the Chicago Department of Buildings approved site development plan, construction drawings and permits; and

WHEREAS, the City shall acquire a non-exclusive, perpetual easement over, across and upon the Easement Property (the "City Easement") for the sole purpose of public access, and the passage, of vehicles, bicycles and pedestrians, over across, and upon the Alley Easement Area as the same shall be maintained and or reconstructed to CDOT standards and as such uses shall be related to the adjacent Public Alley, at the sole cost and expense of Bethesda for the benefit of the City, all subject to and in accordance with the terms and conditions set forth in a Non-Exclusive Perpetual Public Way Easement Agreement by and between the City and Bethesda ("Perpetual Public Way Easement Agreement") attached hereto as Exhibit C and made a part hereof; and

WHEREAS, Bethesda is seeking a non-exclusive, perpetual easement over, across and upon the Public Alley, including the Alley Easement Area ("Bethesda Easement"), for the sole and exclusive purposes as follows: (1) the passage, from time to time, of vehicles, bicycles and pedestrians, over, across, and upon the Alley Easement Area as the same may from time to time be constructed and maintained pursuant to the Perpetual Public Way Easement Agreement for such use for the benefit of Bethesda; (2) as a point of ingress and egress to the Adjacent Property and the Building; (3) the construction, maintenance and installation of the Alley Improvement; and (4) as its activities relate to the intended use of the

Public Alley, all subject to and in accordance with the terms and conditions set forth in the Perpetual Public Way Easement Agreement; and

WHEREAS, Bethesda agrees to grant to the City, and the City accepts the City Easement upon the terms and conditions set forth in the Perpetual Public Way Easement Agreement; and

WHEREAS, City agrees to grant limited rights to Bethesda over the public alley, and Bethesda accepts the easement upon the Easement Property based upon the terms and conditions set forth in the Perpetual Public Way Easement Agreement; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The foregoing recitals are hereby incorporated herein and adopted as the findings of the City Council.

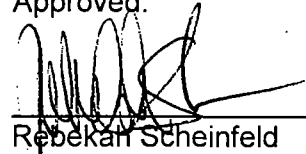
SECTION 2. The Commissioner of the Department of Transportation (the "Commissioner") or a designee of the Commissioner is each hereby authorized, along with the approval of the City's Corporation Counsel as to form and legality, to execute and deliver the Non-Exclusive Perpetual Public Way Easement Agreement by and between the City and Bethesda, in the form attached hereto as **Exhibit C** and made a part hereof, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance and the Non-Exclusive Perpetual Public Way Easement Agreement.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect immediately upon its passage and approval.

Approved:

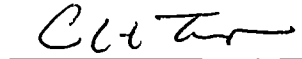


Rebekah Scheinfeld
Commissioner of Transportation

Approved as to Form and
Legality



Lisa Misher
Chief Assistant Corporation
Counsel

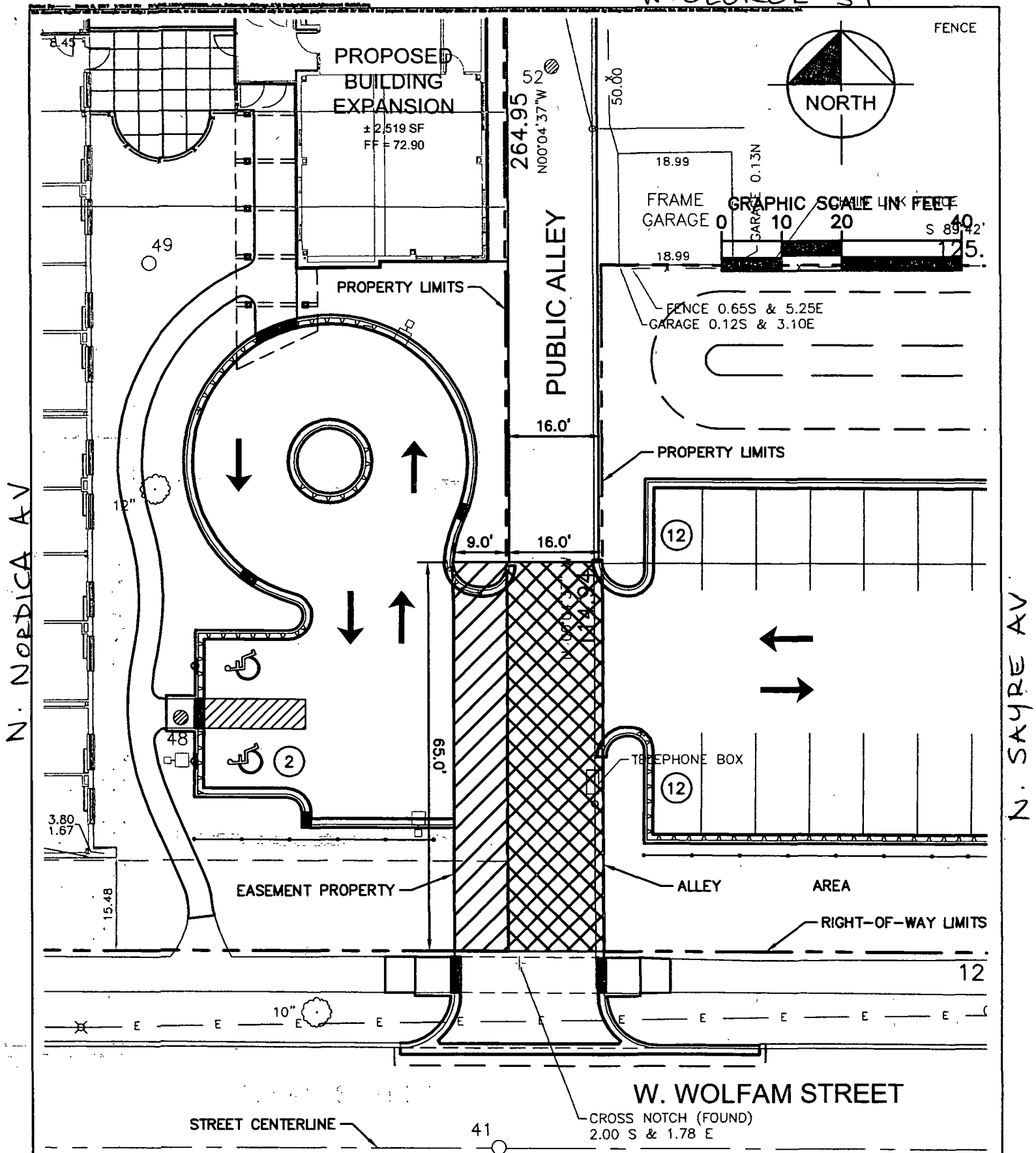


Honorable
Alderman Taliaferro (29)

EXHIBIT A

**Drawing Depicting Public Alley
(Attached)**

EXHIBIT A



EASEMENT EXHIBIT.

CDOT 30-29-17-3803

Kimley»»Horn

EXHIBIT B

Bethesda Adjacent Property Legal Description

**LOTS 3, 4, 5, 11, 12 AND 13 AND THE VACATED ALLEY LYING SOUTH AND
ADJOINING SAID LOTS 3, 4, 5 AND NORTH OF AND ADJOINING LOTS 11, 12, 13 ALL
IN JOHN J. RUTHERFORD'S THIRD ADDITION TO MONT CLARE, BEING A
SUBDIVISION IIN THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 30, TOWNSHIP
40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY ILLINOIS.**

EXHIBIT C

Non-Exclusive Perpetual Public Way Easement Agreement

(Attached)

EXHIBIT C

-----Reserved for Recording Data-----

This instrument was prepared by
and after recording return to:

Karen Bielarz
Senior Counsel
Real Estate Division
Department of Law
City of Chicago
121 N. LaSalle Street, Room 600
Chicago, Illinois 60602

NON-EXCLUSIVE PERPETUAL PUBLIC WAY EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is entered into as of _____, 2017 (the "Effective Date") by and between Norwegian Lutheran Bethesda Home Association, a/k/a Bethesda Home and Retirement Center, an Illinois not-for-profit corporation ("Grantor"), having its principal offices at 2833 North Nordica Avenue, Chicago, Illinois 60632, and the City of Chicago, a municipal corporation and a home rule government ("City"), acting by and through its Department of Transportation ("CDOT"), having its principal office at 121 North LaSalle Street, Chicago, Illinois 60602. The Grantor and City together shall be referred to herein as the "Parties" and individually as a "Party".

RECITALS

A. The City is the owner of a public alley located parallel to North Nordica Avenue to the west and North Sayre Avenue to the east and is bounded by West George Street to the north, and West Wolfram Street to the south hereinafter referred to as the "Public Alley," as depicted on Exhibit A.

B. Grantor is the owner of real property adjacent to the Public Alley ("Adjacent Property") legally described on Exhibit B, which Adjacent Property contains those certain buildings and other improvements (as exist from time to time, collectively, the "Building").

C. Grantor desires to use the Public Alley as a point of ingress and egress to the Building, and in connection therewith, Grantor desires to use a portion of the Adjacent Property legally described on Exhibit C (the "Easement Property") to widen the Public Alley and to create the "Alley Easement Area" legally described in Exhibit D, attached hereto and incorporated herein. The Easement Property and the Alley Easement Area are depicted on Exhibit E attached hereto and made a part hereof. The Parties mutually agree to amend this Agreement

to correct any location descriptions or depictions as set forth in the Exhibits to this Agreement, and, if and to the extent required to correct any inaccurate location descriptions or depictions, the Grantor shall provide Grantee with the form of a fully executed Plat of Easement in accordance with current CDOT plat standards. Any correcting documentation and the recordation of such amendment with the Office of the Cook County Recorder of Deeds shall be at the Grantor's sole expense,

D. The City desires that Grantor construct, repair, replace, and maintain, and Grantor has agreed to construct, repair, replace, and maintain, certain improvements at Grantor's sole cost and expense, and to CDOT standards (the "Alley Improvements") in the Alley Easement Area, including grading and paving, installing curbs, sidewalks, and striping, all and to CDOT standards, all to be located generally as shown on the site development plan ("Site Plan") attached hereto as Exhibit F, subject to CDOT review and approval, and thereafter to be installed and constructed in accordance with construction drawings approved by the City and to CDOT standards.

E. Pursuant to an ordinance adopted by the City Council of the City of Chicago ("City Council") on _____, 2017, and published in the Journal of Proceedings of the City Council for such date at pages ____ - ____ ("Ordinance"), the City Council authorized the City to enter into this Agreement with the Grantor.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND EXHIBITS. The recitals set forth above and the exhibits attached hereto constitute an integral part of this Agreement and are incorporated herein by this reference as the agreement of the Parties.

SECTION 2. RECIPROCAL GRANT OF EASEMENT.

(a) Grantor hereby grants the City a non-exclusive, perpetual easement over, across and upon the Easement Property for the sole and exclusive purposes of the passage, from time to time, of vehicles, bicycles and pedestrians, over, across, and upon the Alley Easement Area as the same may from time to time be constructed and maintained hereunder for such use for the benefit of the City, as its activities relate to the intended use of the Public Alley, all subject to and in accordance with the terms and conditions set forth in this Agreement. The City covenants that it shall not construct, install or place any permanent or temporary improvements or structures on the Easement Property during the term of this Agreement.

(i) The easement granted in this Section 2(a) is an easement in gross granted solely in favor of the City.

(ii) Subject to the terms and conditions of this Agreement, Grantor reserves and shall continue to enjoy the use of the Easement Property for any purpose which does not interfere with the easement granted in this Section 2(a), including the right to temporarily locate upon the Easement Property construction equipment and materials used in connection with any construction, maintenance or repairs of any improvements located on the Adjacent Property or the Alley Easement Area, and as a point of ingress and egress to the Building (as further set forth in Section 2(b) below).

(b) The City hereby grants Grantor a non-exclusive, perpetual easement over, across and upon the Public Alley, including the Alley Easement Area, for the sole and exclusive purposes as follows: (1) the passage, from time to time, of vehicles, bicycles and pedestrians, over, across, and upon the Alley Easement Area as the same may from time to time be constructed and maintained hereunder for such use for the benefit of Grantor, (2) as a point of ingress and egress to the Adjacent Property and the Building, (3) the construction, maintenance and installation of the Alley Improvement, and (4) as its activities relate to the intended use of the Public Alley, all subject to and in accordance with the terms and conditions set forth herein.

SECTION 3. GRANTOR'S CONSTRUCTION AND MAINTENANCE OBLIGATIONS.

(a) Grantor shall design, construct and install to CDOT standards, at its own cost and expense, the Alley Improvements substantially in accordance with the plans attached here as **Exhibit E**.

(b) Grantor shall be responsible for obtaining approvals and paying for any and all removals, relocations, alterations, additional maintenance and restorations of or to any utility or public service structures or facilities, or any structures or facilities located in or adjacent to the Easement Property which are owned by the City, including pavements, poles and other facilities and utilities, which are or may be necessary or appropriate to facilitate the installation and construction of the Alley Improvements.

(c) Grantor shall secure all necessary permits from the City for the construction and installation of the Alley Improvements.

(d) Grantor shall maintain, repair, and replace, at its sole cost and expense, the Alley Easement Area in good order, condition and repair in a manner consistent with other public alleys in the City. The parties acknowledge and agree that Grantor shall not be responsible for maintaining, repairing or replacing any portion of the Public Alley which is not a part of the Alley Easement Area.

SECTION 4. USES WITHIN THE EASEMENT PROPERTY.

(a) Grantor reserves the right to promulgate reasonable rules and regulations from time to time with respect to the Alley Easement Area, provided that Grantor has obtained the City's prior written consent with respect to any actions that materially adversely affect the Public Alley. Grantor may at its sole discretion control the use of and access to the Easement Property.

(b) Grantor may, with CDOT prior written approval, and from time to time repair, replace, remodel or reconstruct to CDOT standards all or any portion of the Alley Improvements in accordance with its maintenance and repair obligations as set forth in Section 3.

SECTION 5. TERMINATION.

(a) Grantor reserves the right, in Grantor's sole and absolute discretion, to terminate the easement granted in Section 2(a) of this Agreement with sixty (60) days' prior written notice to the City.

(b) The City reserves the right to terminate the easement granted in Section 2(b) of this Agreement: (a) if Grantor fails to construct the Alley Improvements within the Easement Area within two (2) years after the Effective Date; or (b) after installation of the Alley Improvements, Grantor ceases to maintain, repair, and/or replace the Alley Improvements or the Easement Area for a consecutive period of three (3) months, and in any such case, the Grantor shall have a sixty (60) day cure period to remedy such default from the City's delivery of written notice of same. If the default is not capable of being cured within the sixty day period, then provided the Grantor has commenced to cure the default and is diligently proceeding to cure the default within the sixty day period, and thereafter diligently prosecutes such cure through to completion, then the sixty (60) day period shall be extended for the length of time that is reasonably necessary to cure the default. If the default is not cured in the time period provided for herein, the City may terminate the easement granted in Section 2(b) of this Agreement.

(c) In the event either party terminates any of the easements granted herein, all easements granted in Section 2 of this Agreement shall terminate. Upon the effective date of any such termination, the Parties agree to execute any instrument as may be reasonably required to evidence such termination including, without limitation, a quit claim deed.

SECTION 6. REMOVAL AND RESTORATION. Upon termination of the easements granted by this Agreement, the Grantor, without cost or expense to the City, shall promptly remove the Alley Improvements from the Easement Property and shall restore the public way to CDOT standards to the extent altered or disturbed by the installation, construction, use, operation, inspection, maintenance, repair, replacement or removal of the Alley Improvements, and all work related thereto, to such public alley's condition prior to the Effective Date, under the supervision and to the satisfaction of the Commissioner of CDOT and in accordance with the Municipal Code of Chicago.

SECTION 7. INDEMNIFICATION. Grantor agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City to the extent directly or indirectly caused by Grantor's, or any of its agents, employees, or contractors negligence or willful misconduct with respect to any construction, repairs, or maintenance of the Alley Improvements in the Alley Easement Area. The City may, but shall not be obligated to, tender defense of any claim subject to Grantor's indemnity described herein.

SECTION 8. INSURANCE. The Grantor acknowledges that City is not responsible for the operation, maintenance, repair, and/or replacement of or security of the Alley Easement Area, including the Alley Improvements, and City has no obligations with respect thereto (other than the provision, through the exercise of the City's right to access the Public Alley and the Alley Easement Area).

(a)

The Grantor shall procure and maintain, at all times, or shall cause to be procured and maintained, all of the types and coverages of insurance specified below, with insurance companies authorized to do business in the State of Illinois, covering all operations under this Agreement with respect to the Alley Improvements and the Alley Easement Area, whether performed by the Grantor or any of its contractors.

(b) The kinds and amounts of insurance required are as follows:

(i) Workers' Compensation and Occupational Disease Insurance.

Workers' Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide Work under this Agreement. Employers' liability coverage with limits of not less than One Million Dollars (\$1,000,000) each accident, illness or disease.

(ii) Commercial Liability Insurance (Primary and Umbrella).

Commercial General Liability Insurance, or equivalent, with limits of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage liability. All premises and operations, products/completed operations, independent contractors, explosion, collapse, underground, pollution (if commercially available), separation of insureds, defense and contractual liability coverages are to be included. The City is to be named as an additional insured on a primary non-contributory basis for any liability related directly or indirectly to this Agreement.

Contractors performing work for Grantor must maintain limits of not less than \$2,000,000 with the same terms herein.

(iii) Automobile Liability Insurance. (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Grantor provide or cause to be provided, Automobile Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage. The City is to be named as an additional insured on a primary, non-contributory basis.

Contractor performing work for Grantor must maintain limits of not less than \$1,000,000 with the same terms herein.

(c) Additional Requirements

(i) The Grantor must provide and cause any of its contractors to provide the City of Chicago, Department of Transportation, 30 North LaSalle Street, Room 500, Chicago, Illinois 60602-2570, original Certificates of Insurance, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Grantor and contractor is not a waiver by the City of any requirements for the Grantor to obtain and maintain the specified coverages. The Grantor and contractor must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Grantor and contractor of the obligation to provide insurance as specified herein. Non-fulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided.

(ii) Grantor agrees to make commercially reasonable efforts to obtain from its insurers, when and if available in the industry, a certificate providing that such coverage shall not be suspended, voided, canceled, non-renewed, or reduced in scope or limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

(iii) Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Grantor and/or its contractor.

(iv) The Grantor hereby agrees and will cause its contractors to agree that insurers waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

(v) The coverages and limits furnished by Grantor and contractor in no way limit the Grantor's and contractor's liabilities and responsibilities specified within the Agreement or by law.

(vi) Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Grantor and contractor under the Agreement.

(vii) The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

(viii) If Grantor or contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

(ix) The Grantor must require Grantor's contractor to provide the insurance required herein. Grantor's contractors are subject to the same insurance requirements of Grantor unless otherwise specified in this Agreement.

(x) The City's Risk Management Department maintains the right to modify, delete, alter or change these requirements, provided that the City's Risk Management Department shall provide Grantor with written notice of such modifications, deletions, alterations or changes.

SECTION 9. ENTIRE AGREEMENT; RECORDATION. This Agreement constitutes the entire agreement between the Parties as to the easements granted herein. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the Parties. After passage and approval of the Ordinance, the Grantor shall record this Agreement with the Office of the Cook County Recorder's Office and provide the City's Department of Law with two (2) copies of the recorded Agreement.

SECTION 10. SEVERABILITY. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

SECTION 11. NOTICES. Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the

following means: (a) personal service; (b) overnight courier; or (c) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City: City of Chicago
Department of Transportation
30 North LaSalle Street, 11th Floor
Chicago, Illinois 60602
Attn: Commissioner

With a copy to: City of Chicago
Department of Law
121 North LaSalle Street
Room 600-City Hall
Chicago, Illinois 60602
Attn: Real Estate Division

If to the Grantor: Norwegian Lutheran Bethesda Home
Association
Bethesda Home and Retirement Center
2833 North Nordica Avenue
Chicago, Illinois 60634

With a copy to: Bridget O'Keefe
Daspin & Aument, LLC
300 S. Wacker, Suite 2200
Chicago, Illinois 60606

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service. Any notice, demand or communication given pursuant to clause (b) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (c) shall be deemed received three business days after mailing. The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given. Attorneys for the City and Grantor are authorized to give notices for and on behalf of such parties.

SECTION 12. EXECUTED COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument. In the event that any signature is delivered by email delivery of a "pdf" format data file of the scanned original, such signature shall create a valid, binding, and enforceable obligation of the party executing, having the same force and effect as if such "pdf" signature page were an original thereof. Notwithstanding the forgoing, each party shall promptly deliver an original signature of this Agreement for recording purposes.

SECTION 13. GOVERNING LAW. This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the State of Illinois without regard to its choice of laws.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on or as of the date first above written.

CITY OF CHICAGO,
an Illinois municipal corporation,
acting by and through its Department of Transportation

By: _____

Name: _____

Rebekah Scheinfeld
Its: Commissioner

THE NORWEGIAN LUTHERAN BETHESDA HOME ASSOCIATION,
an Illinois not-for-profit corporation

By: _____

Name: _____

Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as _____, he signed and delivered the instrument pursuant to authority given by the Grantor as his free and voluntary act and as the free and voluntary act and deed of the Grantor, for the uses and purposes therein set forth.

GIVEN under my notarial seal this _____ day of _____, 2017.

NOTARY PUBLIC

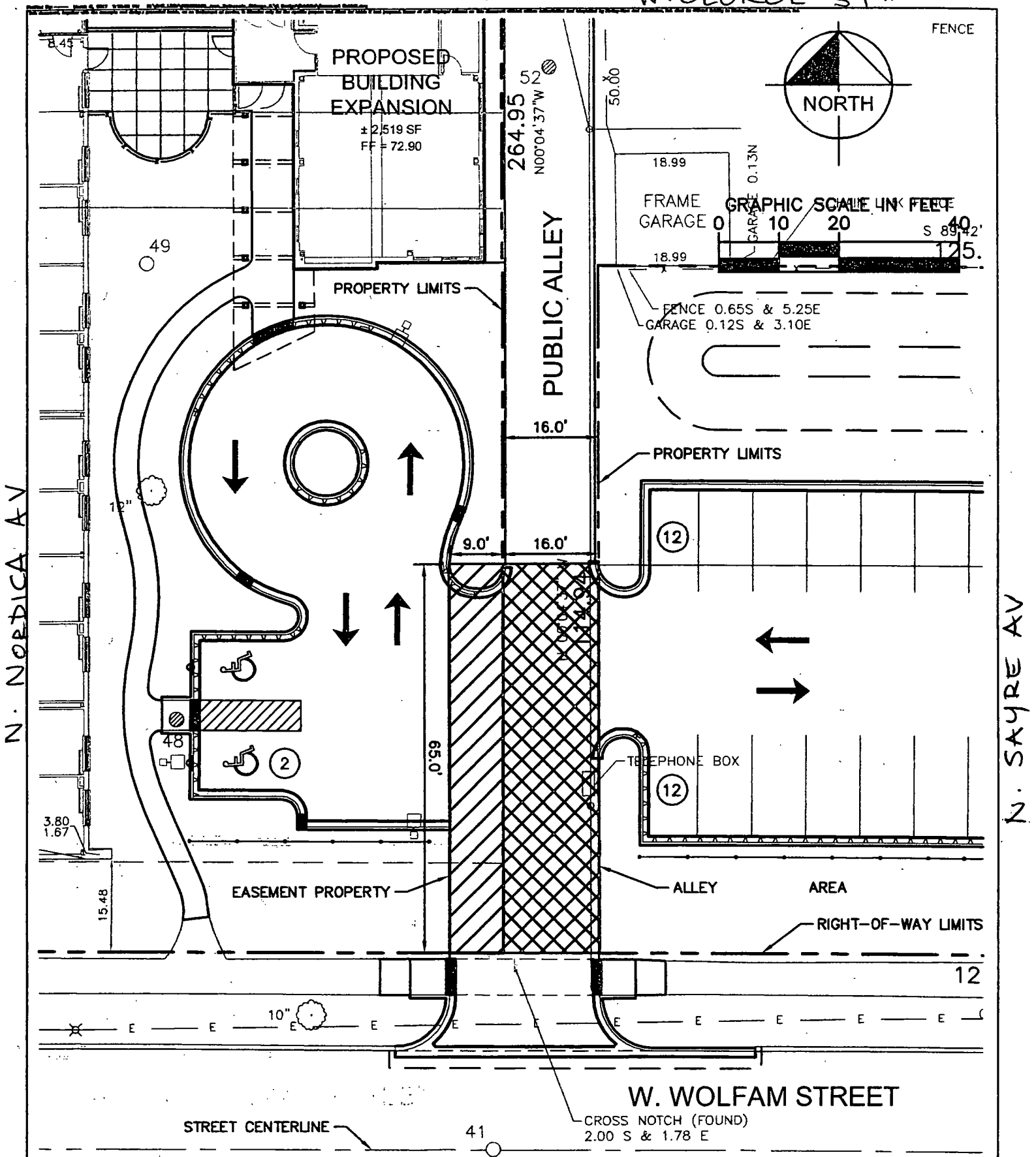
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Rebekah Scheinfeld, personally known to me to be the Commissioner of Transportation of the City of Chicago, an Illinois municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as the Commissioner, she signed and delivered the instrument pursuant to authority given by the by the City of Chicago, as her free and voluntary act and deed of the corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this _____ day of _____, 2017.

NOTARY PUBLIC

W. GEORGE ST.



© 2017 KIMLEY-HORN AND ASSOCIATES, INC.
1001 WARRENVILLE DRIVE, SUITE 350, Lisle, IL 60532
PHONE: 630-487-5550 FAX: 630-487-5550
WWW.KIMLEY-HORN.COM

EXHIBIT B

Bethesda Adjacent Property Legal Description

**LOTS 3, 4, 5, 11, 12 AND 13 AND THE VACATED ALLEY LYING SOUTH AND
ADJOINING SAID LOTS 3, 4, 5 AND NORTH OF AND ADJOINING LOTS 11, 12, 13 ALL
IN JOHN J. RUTHERFORD'S THIRD ADDITION TO MONT CLARE, BEING A
SUBDIVISION IIN THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 30, TOWNSHIP
40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY ILLINOIS.**

EXHIBIT C

Easement Property Legal Description

THE SOUTH 65 FEET OF THE EAST 9 FEET OF LOT 11 IN JOHN J. RUTHERFORD'S 3RD ADDITION TO MONT CLARE IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT D

Alley Easement Area

THE SOUTH 65 FEET OF THE 16 FOOT WIDE PUBLIC ALLEY LYING NORTH OF A STRAIGHT LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 10 TO THE SOUTHEAST CORNER OF LOT 11, LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 9 AND 10, AND LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 11, ALL IN JOHN J. RUTHERFORD'S 3RD ADDITION TO MONT CLARE IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT E

**Depiction of the
Easement Property and the Alley Easement Area**
(Attached)

EXHIBIT F

**Site Plan of Alley Improvements
(Attached)**