

8/11/98

50-R-98

A RESOLUTION

**Authorizing the City Manager to Enter Into a License Agreement
with Sprintcom, Inc., for a Certain Mobile Communications
Use at Foster Field**

WHEREAS, the City is the owner of certain real property north of Foster Street and east of Dewey Avenue; and

WHEREAS, said real property is improved with a public park known as Foster Field; and

WHEREAS, Sprintcom, Inc. ("Sprintcom") is a provider of mobile communications services; and

WHEREAS, antennas to transmit and receive radio communications signals are among the equipment necessary to the provision of Sprintcom's mobile communications; and

WHEREAS, Sprintcom is desirous of entering into a license agreement with the City for a portion of said real property to provide a base upon which to place said antennas and related equipment; and

WHEREAS, the City is desirous of entering into a license agreement with Sprintcom for said purposes; and

WHEREAS, said License Agreement is in the best interest of the citizens of Evanston,

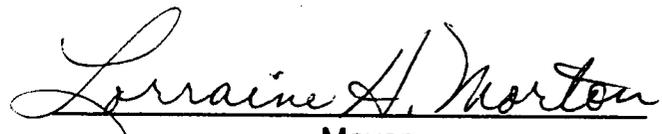
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: That the City Manager is hereby authorized and directed to enter into and sign, and the City Clerk is hereby authorized and directed to attest on behalf of the City, a license agreement by and between the City, as licensor, and Sprintcom, Inc., as licensee.

The license agreement shall be in substantial conformity with the document marked as Exhibit A attached hereto and incorporated herein by reference.

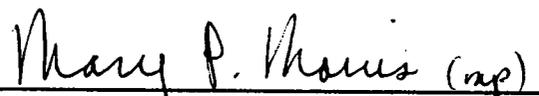
SECTION 2: That the City Manager is hereby authorized and directed to negotiate any additional terms or conditions of said license agreement as may be in the best interests of the City.

SECTION 3: That this Resolution shall be in full force and effect from and after the date of its passage and approval in the manner required by law.



Mayor

ATTEST:



City Clerk

Adopted: August 17, 1998

FOSTER PARK LICENSE AGREEMENT

This License agreement ("Agreement") is entered into this ____ day of _____, between SPRINTCOM, INC., a Kansas Corporation ("LICENSEE"), and the City of Evanston, an Illinois municipal corporation ("LICENSOR").

In consideration of the mutual covenants contained herein and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Premises.** Licensor is the owner of a parcel of land (the "Land") as described in Exhibit "A" attached hereto. Subject to the terms and conditions contained in this Agreement, Licensor hereby licenses to Licensee and Licensee license from Licensor, a certain portion of the Land (the "Premises") as described in Exhibit B-1 attached hereto. The term "Premises" does not include "Licensee Facilities" which are personal property and which are defined in Paragraph 6 hereof.

2. **Use.** The Premises are only to be used by Licensee in connection with the provision of mobile communication signals on various frequencies, and for the construction, maintenance and operation of necessary facilities, including base station, and space required for cable runs to connect Licensee's equipment and antennas. Licensor agrees to cooperate with Licensee, at Licensee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Licensee's intended use of the Premises.

3. **Tests and Construction.**

(a) Licensee shall have the right, with proper notice, following the full execution of this Agreement to enter upon the Land during normal working hours from 7:00 A.M to 3:30P.M., Monday through Friday, for the purpose of making necessary engineering surveys and inspections and other reasonably necessary test ("Test"), if needed, and for the purpose of constructing the Licensee Facilities (as defined in Paragraph 6(a) below) and installing the Site Equipment (as defined in Paragraph 9(a) below) (collectively "Construction"). At least five business days prior to any Tests of Construction, Licensee will provide Licensor's Safety/Risk Manager with a certificate of insurance naming Licensor as an additional insured and evidencing liability insurance in the amounts set forth in Paragraph 13 and a Liability Waiver/Indemnification as set forth in Paragraph 14 of this agreement. In any proposed Tests or construction, Licensee will notify Licensor of any proposed Tests or Construction with as much advance notice as is practicable, and will coordinate the scheduling of same with Licensor as well as cooperate with Licensor so as to minimize any interference with the business operations currently conducted by Licensor on the Land.

4. **Term.** The term of this Agreement shall be ten (10) years commencing on the date of execution of this License Agreement ("Commencement Date") and terminating on the tenth anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided in Paragraph 11. Licensor and Licensee agree to execute a document evidencing such Commencement Date subject to the 60-day notice of non-renewal provided infra in this paragraph. Licensee shall have the right to extend the Term for Four (4) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein, plus the additional payment set forth in Section 5 (e) below. This Agreement shall be extended for each successive Renewal Term unless Licensor or Licensee notifies the other not less than sixty (60) days prior to the respective expiration date of Licensor's or Licensee's intention not to extend such Term or Renewal Term.

5. **License Fee Maintenance; Call Out Fees.**

(a) Within thirty (30) days of Commencement Date and on each month thereafter Licensee shall pay to Licensor as license fee, the sum of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) per month ("License Fee"). License Fee shall be payable to Licensor at City of Evanston, Attention: Finance Director, 2100 Ridge Avenue, Evanston, Illinois 60201.

(b) On each annual anniversary of the Commencement Date, Licensee shall pay the then current Rent, increased by an amount equal to three percent (3%) of the Rent for the previous year.

(c) If this Agreement is terminated by Licensee prior to its expiration, annual license fee and maintenance fees already paid shall be forfeited to the Licensor.

(d) For Licensee's access, for any reason, at hours other than 7:00 A.M. to 3:30 P.M., Monday through Friday, Licensee shall compensate Licensor at the Call out rate, per employee call out, in the current Union Contract at the scale for General Tradesmen. Licensee shall reimburse Licensor for said call out rate within 21 days after being invoiced therefore. Licensee's failure to pay said invoices may, at Licensor's option, constitute an event of default. All costs related to emergency calls other than normal working hours must be reimbursed to the Recreation Division of the City of Evanston.

(e) Licensee shall reimburse Licensor or pay Licensor's contractor for the cost of a one-time painting of the existing high-rise light poles surrounding the baseball fields. Licensee shall pay same within thirty (30) days of the date of Licensor's or contractor's invoice.

6. **Improvements; Liability; Utilities; Access.**

(a) Licensee has the right to erect, maintain and operate on the Premises wireless communications facilities, including base station, utility lines, and space required for cable runs to connect Licensee's equipment and antennas thereto ("Licensee Facilities"). In connection therewith, Licensee has the right to do all work necessary to prepare, maintain and alter the

Premises for Licensee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Licensee's construction and installation work shall be performed at Licensee's sole cost and expense and in good and workmanlike manner. Title to the Licensee Facilities shall be held by Licensee. All of Licensee Facilities shall be held by Licensee. All of Licensee's Facilities shall remain Licensee's personal property and are not fixtures. Licensee has the right to remove all Licensee Facilities at its sole expense on or before the expiration or earlier termination of the Term or Renewal Term; provided, Licensee repairs any damage to the Premises caused by such removal and Licensee restores the Premises to their original condition. Upon termination of this Agreement, Licensee shall not be required to remove any foundation more than ten (10) feet below ground level. At the termination of the License, Licensor, in its sole discretion, may accept any portion of the Licensee Facilities that Licensee desires to donate to the Licensor.

The "Licensee Facilities" shall be constructed in accordance with the Site Plan, attached hereto and made a part hereof as Exhibit C.

(b) Licensee shall be required to have a separate underground electric supply. Licensee shall, at its own expense, obtain electrical service from any utility company that provides electric service to the Premises. Licensee shall install a separate meter and main breaker. Licensee shall pay for the electricity it consumes in its operations. Licensee has the right to install new utilities (including a standby power generator for Licensee's exclusive use at a location on the Premises acceptable to both parties). Licensee also has the right to bring underground utilities across the Land in order to service the Premises. The location of the underground utility lines shall be as required by Licensee and the applicable utility company, provided that same shall neither interfere with Licensor's operations nor increase Licensor's liability exposure. Licensee shall pay all of the Licensor's costs related to said easements, for the restoration of the Land to its condition prior to the installation of the utility lines, (excluding, however, normal wear and tear and loss by casualty or other reasons reasonably beyond Licensee's control) and attorney's fees to a maximum of four (4) hours at the billable rate in effect at the time the service is rendered, however, said limit shall not apply in the event of litigation between the Licensor and Licensee on any of the terms of this lease.

(c) Licensor shall provide to Licensee, Licensee's employees, agents and subcontractors access over the Land to the Premises. Licensee is responsible for locking the gates when leaving the site.

7. Interference.

(a) Licensee shall operate the Licensee Facilities in a manner that will not cause interference to Licensor and other Licensees of the Licensor. All operations by Licensee shall be lawful and in compliance with all Federal Communications Commission ("FCC") requirements and all other applicable legislation. Licensee, prior to the execution of this lease, shall have made itself aware of the Licensor's and other of Licensor's Licensee's existing use of the airwaves and represents that its operations will not interfere with their uses.

8. **Taxes.** Licensee shall pay all applicable personal property, use or occupational taxes. Further, Licensee shall timely pay any and all applicable real property taxes directly attributable to the for-profit use of the Premises and as assessed by the governing taxing authority upon its determination of the exact size and location of the Premises. As a condition of Licensee's obligation to pay such real property taxes, Licensor shall provide to Licensee a copy of the tax assessment from the taxing authority indicating such taxes are due to the for-profit use of the Premises. Licensee's obligation to pay any taxes associated with this Agreement shall terminate when Licensee has paid all such taxes assessed against the Premises for the period of time Licensee has the right, pursuant to this License, to occupy the Premises. Licensee and its agents shall have the right to challenge and contest the amount and validity, in whole or in part, of any real estate taxes levied (or of any assessed valuation which forms the basis of real estate taxes levied or to be levied) for which Licensee is responsible under this Paragraph or applicable law. Such challenges or contest may take place by whatever means are legally available or established from time to time by the relevant authorities, but Licensee shall exercise reasonable diligence in all proceedings in connection therewith.

9. **Equipment.**

(a) Licensee shall provide all transmitters and receivers and all related electric equipment ("Site Equipment") required for the installation and operation of Licensee's system. The Site Equipment is and shall remain the sole property of the Licensee and may be removed from the Premises at any time by the Licensee. Licensee shall remove all Site Equipment from the Premises at Licensee's expense upon the termination of this Agreement.

(b) Licensee shall provide all of the equipment and labor necessary to the installation of Licensee's system including the antennas, associated lines, isolation equipment and electrical terminals. The equipment provided by Licensee shall remain the sole personal property of Licensee and shall not be deemed fixtures.

(c) Licensee, shall at its sole cost and expense, maintain and repair its Site Equipment.

(d) Any changes to the design of the antenna equipment or configuration must have prior Licensor approval.

10. **Liens.** Licensee agrees that no liens shall be placed on Licensor's property or funds in connection with Licensee's obligations hereunder. Licensor shall promptly satisfy liens which are placed or threatened and shall have its remedy against the person(s) asserting the liens.

11. **Termination.** This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days

from receipt of notice; or (ii) by Licensee for any reason or for no reason, provided Licensee delivers written notice of early termination to Licensor no later than thirty (30) days prior to the annual Commencement Date; or (iii) by Licensee if it does not obtain or maintain any license, permit or other approval necessary to the construction and operation of Licensee Facilities; or (iv) by Licensee if Licensee is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation a take-back of channels or change in frequencies; or (v) by Licensee if Licensee determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference, provided if Licensee terminates this Agreement pursuant to clause (v) above, Licensee shall pay to Licensor, upon the effective date of termination, a termination fee equal to six (6) months of the Rent then in effect; (vi) by Licensor, if in Licensor's sole judgment, Licensee's operations unreasonably interfere with Licensor's use of the airwaves for the Public Safety Communications, if said interference remains uncorrected after one (1) calendar day after written notice thereof, or any extensions granted by Licensor, given the potential for interference with the provisions of police and fire services to the citizens of Evanston, the City may terminate with 24 hours notice to Licensee. If this Agreement is terminated by Licensor as a result of such interference, annual rent and maintenance fees already paid shall be forfeited to the Licensor.

12. **Termination in the Event of Casualty or Condemnation.**

(a) In the event of any damage, or destruction to the Premises or any part thereof, which renders the Premises unusable or inoperable, Licensor or Licensee shall have the right, but not the obligation, to terminate this Agreement and all of its duties and obligations herein by giving written notice to the other within thirty (30) days after such damage or destruction.

(b) In Licensee does not terminate this Agreement: the Rent payable herein shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

(c) In the event of condemnation, unless Licensee is allowed by the condemning authority to continue its operations on the Premises, this Agreement shall terminate as of the date title to the Land vests in the condemning authority or Licensee is required to cease its operations, whichever is earlier. Licensee shall be entitled to share in the proceeds of any condemnation award, and Licensee's share shall be limited to the value of any Licensee Facilities which are transferred to the condemning authority, moving expenses, prepaid Rent and business dislocation expenses.

13. **Insurance.**

(a) Licensee, at Licensee's sole cost or expense, shall procure and maintain on the Premises and on Licensee's Site Equipment, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Licensee, its employees, and agents arising out of or in connection with Licensee's use of the Premises, as provided for herein. Licensee shall obtain said insurance from a company with a Best's rating of A, Class VI or better. Licensor shall be named as a primary, non-contributory, additional insured

on Licensee's policy. Licensee shall provide a Licensor a certificate of insurance evidencing the coverage required by this paragraph.

(b) All insurance required under this Agreement shall:

- (1) Be issued as a primary policy; and
- (2) Contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties before cancellation or change in the coverage, scope, or amount of any policy. Each certificate of the policy shall be deposited with Licensor's Safety/Risk Administrator within thirty (30) days of Commencement Date and, on renewal of the policy, not less than thirty (30) days before expiration of the term of the policy.

14. **Liability Waiver/Indemnification.** In consideration of the rights and privileges granted to Licensee hereunder, Licensee hereby fully releases and discharges the City of Evanston, its officers, agents and employees from any and all claims from injuries, including death, damages or loss, which may arise or which may be alleged to have arisen out of, or in connection with the granting of this Agreement.

Licensee further agrees to indemnify and hold harmless and defend the City of Evanston, its officers, agents and employees from any and all claims resulting from injuries, including death, damages and losses, including, but not limited to the general public, which may arise or may be alleged to have arisen out of, or in connection with this Agreement.

15. **Assignment.** Licensee may not assign or otherwise transfer all or any part of its interest in this Agreement without the prior written consent of the other party; provided, however, that Licensee may assign its interest to its parent company, any subsidiary or affiliate or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets.

16. **Premises.** Licensee shall maintain the Premises and operate its facilities thereon in a manner as will best enable it to fulfill its service requirements, and in accordance with the specifications herein mentioned. Licensee shall maintain the Premises and Licensee Facilities thereon in accordance with all applicable local, state and federal laws.

17. **Warranty of Title and Quiet Enjoyment.**

- (a) Licensor warrants that: (1) Licensor has full right to make this Agreement; and (2) Licensor covenants and agrees with Licensee that upon Licensee paying the Rent and observing and performing all the terms, covenants and conditions on Licensee's part to be observed and performed, Licensee may peacefully and quietly enjoy the Premises; subject, nevertheless, to the terms and conditions of this Agreement.

18. Repairs.

(a) Except as otherwise provided in the Lease, Licensee shall not be required to make any repairs to the Premises or Land unless such repairs shall be necessitated by reason of the default or neglect of Licensee, its agents, servants and employees.

(b) Licensee understands that the City must repair and maintain the Premises. During such times, the City may need to interrupt Licensee's operations or such activities may inadvertently result in interruption. The City will provide Licensee with advance notice of its repair/maintenance activities and will attempt to minimize such interruption. In no event, whether related to repair or maintenance, or to any other cause, will the City be liable to Lessee in damages, whether consequential or otherwise, and Lessee will indemnify the City of any judgements, fees, or costs incurred by the City as a result of the granting of this Agreement.

19. Licensor's Environmental Indemnity. Licensor warrants that the Land has not been used for the generation, storage treatment or disposal of hazardous substances or hazardous wastes. In addition, Licensor warrants that no hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyl's (PCBs) petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground storage tanks (collectively "Environmental Hazards") are located on or about the Land. For purpose of this Agreement, the term "hazardous substances" shall be as defined in the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) (CERCLA), and any regulation promulgated pursuant thereto. The term "hazardous wastes" shall be defined in the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.) (RCRA), and any regulations promulgated pursuant thereto. The term "pollutants" shall be as defined in the Clean Water Act (33 U.S.C. Section 1251 et seq.), and any regulations promulgated pursuant thereto.

In connection therewith, Licensor agrees to indemnify and hold harmless Licensee, Licensee's successors and assigns and Licensee's present and future officers, directors, employees and agents (collectively, Indemnities) from any and all penalties, fines, forfeitures, demands, damages, losses, claims, cause of action, suits, judgements, and costs and expense incidental thereto (including cost of defense, settlement, reasonable attorney's fees, reasonable consultant and/or expert witness fees), which Indemnities may hereinafter suffer, incur, be responsible for, or disburse as a result of:

- (1) any governmental action, order, directive, administrative proceeding or ruling;
- (2) personal or bodily injuries (including death) or damage (including loss of use) to any sites (public or private);
- (3) clean up, remediation, investigation or monitoring of any pollution or contamination of or adverse effects on human health or the environment; or
- (4) any violation or alleged violation of laws, statutes, or ordinances, orders, rules or regulations of any governmental entity or agency.

(Collectively "Environmental Liabilities") directly or indirectly caused by or arising out of any Environmental Hazards existing on or about the Premises, except to the extent that any such existence is caused solely by Licensee's activities on the Premises.

20. **Licensee's Environmental Indemnity.** Licensee warrants that the Premises will not be used for the generation, storage, treatment or disposal of hazardous substances or hazardous wastes. In addition, Licensee warrants that no hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs) petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground storage tanks (collectively "Environmental Hazards") will be located on or about the Premises. For purposes of this Agreement, the term "hazardous substances" shall be as defined in the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) (CERCLA), and any regulation promulgated pursuant thereto. The term "hazardous wastes" shall be as defined in the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.) (RCRA), and any regulations promulgated pursuant thereto. The term "pollutants" shall be as defined in the Clean Water Act (33 U.S.C. Section 1251 et seq.), and any regulations promulgated pursuant thereto.

Licensee shall not bring to, transport across or dispose of any hazardous substances on the Premises or Property, except for fuel for Licensee's emergency power system. Licensee's use of such fuel shall comply with all applicable laws, ordinances, and regulations governing its use. Licensee agrees to indemnify and hold harmless, Licensor from any and all claims which may arise from Licensee's breach of the provisions of this paragraph.

In connection therewith, Licensee agrees to indemnify and hold harmless Licensor, Licensor's successors and assigns and Licensor's present and future officers, directors, employees and agents (collectively, "Licensor Indemnities") from any and all penalties, fines, forfeitures, demands, damages, losses, claims, causes of action, suits, judgements, and costs and expenses incidental thereto (including cost of defense, settle, reasonable attorney's fees, reasonable consultant and/or expert witness fees), which Licensor Indemnities may hereinafter suffer, incur, be responsible for, or disburse as a result of:

- (1) any governmental action, order, directive, administrative proceeding or ruling;
- (2) personal or bodily injuries (including death) or damage (including loss of use) to any sites (public or private);
- (3) clean up, remediation, investigation or monitoring of any pollution or contamination of or adverse effects on human health or the environment; or
- (4) any violation or alleged violation of laws, statutes, or ordinances, orders, rules or regulations of any governmental entity or agency.

21. This Agreement is a license for Licensee's use of land for the stated purposes. It is not to be construed as creating an interest in land.

22. **Miscellaneous.**

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(d) The captions of this Agreement have been inserted for convenience only and are not to be construed as part of this Agreement or in any way limiting the scope or intent of its provisions.

(e) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Licensors: City Manager
 City of Evanston
 2100 Ridge Avenue
 Evanston, Illinois 60201

With copy to: Law Department
 City of Evanston
 2100 Ridge Avenue
 Evanston, Illinois 60201
 Telephone: (847) 866-2937
 Fax: (847) 328-2980

 Parks/Forestry & Recreation Director
 City of Evanston
 2100 Ridge Avenue
 Evanston, Illinois 60201
 Telephone: (847) 866-2914
 Fax: (847) 492-0619

Licensee: Sprintcom, Inc.
9801 Higgins Road – Suite 370
Rosemont, Illinois 60018
Attention: Property Manager
Telephone: (847) 384-2824
Fax:

with copy to: Sprintcom, Inc.
4900 Main Street – 12th Floor
Kansas City, Missouri 64112
Attention: Associate General Counsel
Telephone:
Fax:

Licensor or Licensee may from time to time designate any other address for this purpose by written notice to the other party.

(f) This Agreement shall be governed by the laws of the State of Illinois, with any litigation hereunder to be in Cook County, Illinois.

(g) The parties shall cooperate in executing any documents (including, but not limited to, an Estoppel Certificate, a Memorandum of Agreement in the form annexed hereto as Exhibit B-2 and a Non-Disturbance and Attornment Agreement) necessary to protect Licensee's rights herein or Licensee's use of the Premises. Licensor acknowledges that a Memorandum of Agreement will be recorded by Licensee in the Official Records of the County where the Land is located. Upon the expiration or earlier termination of this Agreement, Licensee agrees to record an agreement evidencing the termination of Licensee's license to use the premises and to do so at its cost within 60 days of expiration/termination, and to provide a stamped copy of same to Licensor's Law Department.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ATTEST:

CITY OF EVANSTON:

Mary Morris, City Clerk

By: _____
Roger D. Crum, City Manager

Date: _____

Date: _____

Tax ID# _____

ATTEST:

SPRINTCOM, INC., a Kansas Corporation

By: _____

Title: Area Manager

Date: _____

Date: _____

EXHIBIT B

PROPERTY LEGAL DESCRIPTION

LOT 4 IN FOSTER FIELD RESUBDIVISION OF PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 13, 1983, AS DOCUMENT NO. 26640069, IN COOK COUNTY, ILLINOIS.

LEASE PARCEL LEGAL DESCRIPTION

THAT PART OF LOT 3 IN FOSTER FIELD RESUBDIVISION OF PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 13, 1983, AS DOCUMENT NO. 26640069, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 00 DEGREES 25 MINUTES 59 SECONDS WEST 213.69 FEET, ALONG THE WESTERLY LINE OF SAID LOT 3; THENCE SOUTH 89 DEGREES 34 MINUTES 49 SECONDS EAST 1.82 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 34 MINUTES 49 SECONDS EAST 30.00 FEET; THENCE SOUTH 00 DEGREES 25 MINUTES 11 SECONDS WEST 20.00 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 49 SECONDS WEST 30.00 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 11 SECONDS EAST 20.00 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

