

5/9/2016

17-R-16

A RESOLUTION

Authorizing the City Manager to Execute Temporary Construction Easement Agreements with Target Corporation and ASP Realty LLC (Jewel/ Osco) for Access Drive Improvements, Sidewalk Widening and Related Roadway Work on Private Property

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

SECTION 1: The City Manager is hereby authorized and directed to sign two Construction Easement Agreements (the "**Agreements**"), one by and between the City and Target Corporation ("Target") and a separate agreement between the City and ASP Realty LLC, a Delaware limited liability company d/b/a Jewel-Osco ("Jewel-Osco").

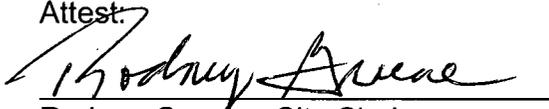
SECTION 2: The easements permit the City and its contractors' entry onto the private property of Target and Jewel-Osco to complete roadway improvements related to the access drives from Howard Street to the private properties. The work includes realigning the access drive, sidewalk widening and pedestrian area improvements. The Easement Agreement with Target is attached hereto as Exhibit 1 and the Easement Agreement with Jewel-Osco is attached hereto as Exhibit 2 and incorporated by reference.

SECTION 3: The City Manager is hereby authorized and directed to negotiate any additional conditions of said Agreements that he deems to be in the best interests of the City.

SECTION 4: This resolution shall be in full force and effect from and after its passage and approval, in the manner provided by law.


Elizabeth B. Tisdahl, Mayor

Attest:


Rodney Greene, City Clerk

Adopted: May 23, 2016

EXHIBIT 1

EASEMENT AGREEMENT WITH TARGET CORPORATION

CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the "**Agreement**") is made and entered into this _____ day of _____, 2016, by and among Target Corporation ("**Grantor**") and the City of Evanston, an Illinois municipal corporation ("**Grantee**"); the Grantor and Grantee shall be referred to herein collectively as the "**Parties**":

WTNESSTH:

1. The Grantor, in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, does hereby give, grant and convey unto the Grantee, its successors and assigns, a temporary easement for the use of the property of the Grantor, situated in the City of Evanston, County of Cook, Illinois, and more particularly described on the Plat of Easement, attached as Exhibit "1" (the "**Subject Property**") and made a part hereof.

2. Together with the right of the Grantee, its successors and assigns, to go on said temporary easement with necessary labor, equipment, vehicles and material at any and all times for the purposes of facilitating the construction of a signalized intersection, sidewalk improvements and other right-of-way improvements at the corner of Howard Street and the eastern entrance to Grantor's property, as more fully depicted on Exhibit B ("**Right-of-Way Improvements**") and in connection with the construction of the Howard Street improvements as outlined on Exhibit 2.

3. Grantor hereby grants and conveys to Grantee and Grantee's contractors, subcontractors, agents, employees and representatives, a non-exclusive temporary construction easement ("**Temporary Construction Easement**") to enter in, upon, under and across that portion of the Subject Property for the construction of the Right-of-Way Improvements. All costs and expenses related to the construction of the Right-of-Way Improvements shall be the sole responsibility of Grantee.

4. The Temporary Construction Easement shall terminate on the date Grantee completes construction of the Right-of-Way Improvements. Grantee will use all reasonable commercial efforts to commence construction of the Right-of-Way Improvements by June 13, 2016 and complete construction by October 28, 2016. Notwithstanding the foregoing timeline for commencement and completion of the Right-of-Way Improvements, the temporary construction easement does not terminate if Grantee cannot complete the Right-of-Way Improvements within the timeframe provided.

5. This Temporary Construction Easement shall include the right and obligation to grade, fill, and place topsoil to restore the Subject Property to its condition that existed prior to the Grantee's entry.

TO HAVE AND TO HOLD the above granted Temporary Construction Easement unto the Grantee, its successors and assigns, during the project providing for the construction of the subject Right-of-Way Improvements.

And the Parties hereby covenant as follows:

1. That the Grantor is lawfully seized of the Subject Property upon which said Temporary Construction Easement is granted, and has good and marketable title to the Subject Property, and the Grantor therefore has good and lawful right to convey the Temporary Construction Easement reference herein.

2. Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above temporary construction easement have been settled, including without limitation, waiving and releasing claims for diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises right-of-way improvements. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

3. That the said easement is free and clear from encumbrances of record, which would interfere with the intended use by Grantee.

4. That the Grantee shall quietly enjoy its rights in and to the said easement without disturbance and interference by the Grantor.

5. That the Grantor herein reserves the right to cross the easement herein described for ingress and egress to and from the remainder of the Grantor's property.

6. That the Grantor does hereby expressly permit entry by the Grantee for any purpose hereof upon said easement without furnishing notice of said entry to Grantor.

7. Grantor agrees that Grantee's construction activities described herein will cause disruption of Grantor's use of the area depicted on Exhibit B for a temporary period of time and will affect Grantor's operations. The Grantor also agrees that if any disturbance or damage is caused to the Subject Property as a result of the Grantee's exercise of the rights and privileges afforded to it under this instrument, the Grantee shall restore the affected area as near as practicable to its original condition.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below their respective signatures, to be effective as of the first written above.

GRANTOR:
TARGET CORPORATION

By: _____
Name: _____
Its: _____

GRANTEE:
CITY OF EVANSTON
An Illinois municipal corporation

By: _____
Name: _____
Its: _____

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, who is personally known to me to be the _____ of the City of Evanston, Illinois, a municipal corporation, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as such City Manager and as her free and voluntary act and as the act and deed of the City of Evanston, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of _____, 2016.

Notary Public
(Type or Print Name)

My Commission Expires:

STATE OF _____)
)
COUNTY OF _____) SS.

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, who is personally known to me to be the _____ of Target corporation and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such _____ and as his/her free and voluntary act and as the act and deed of such corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of _____, 2016.

Notary Public
(Type or Print Name)

My Commission Expires:

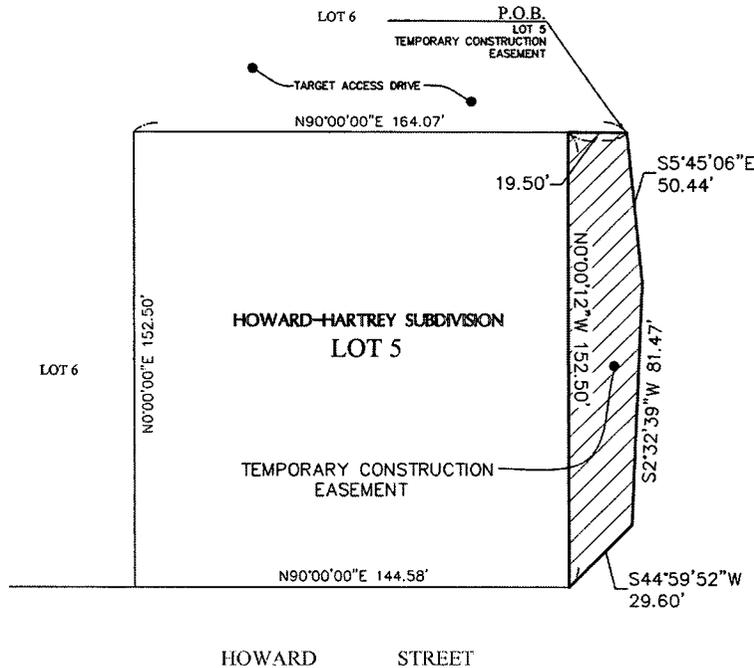
EXHIBIT

LEGAL DESCRIPTION

LEGAL DESCRIPTION -LOT 5 TEMPORARY CONSTRUCTION EASEMENT

THAT PART OF LOT 5 IN HOWARD-HARTREY SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 1, 1993 AS DOCUMENT NO. 93696916, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 05 DEGREES 45 MINUTES 06 SECONDS EAST (ASSUMED BEARING) ALONG THE EAST LINE OF SAID LOT 5, A DISTANCE OF 50.44 FEET TO AN ANGLE IN SAID EAST LINE; THENCE SOUTH 02 DEGREES 32 MINUTES 39 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 5, A DISTANCE OF 81.47 FEET TO AN ANGLE IN SAID EAST LINE; THENCE SOUTH 44 DEGREES 59 MINUTES 52 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 5, A DISTANCE OF 29.60 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5; THENCE NORTH 00 DEGREES 00 MINUTES 12 SECONDS WEST, 152.50 FEET TO THE NORTH LINE OF SAID LOT 5; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 5, A DISTANCE OF 19.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

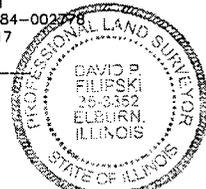


SURVEYOR'S CERTIFICATION

STATE OF ILLINOIS)
)SS
 COUNTY OF KANE)

THIS EXHIBIT WAS PREPARED UNDER THE DIRECTION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR.

COMPASS SURVEYING LTD
 PROFESSIONAL DESIGN FIRM
 LAND SURVEYOR CORPORATION NO. 184-00378
 LICENSE EXPIRES: 4/30/2017
 DATE: 10/24/16
 DAVID P. FILIPSKI
 ILLINOIS LAND SURVEYOR NO: 3352
 EXPIRES: 11-30-16



J:\PSDATA\2016 PROJECTS\16.0068\16.0068 EASEMENTS.DWG

1 OF 1 SCALE: 1" = 40' 16.0068	COMPASS SURVEYING LTD 2631 GINGER WOODS PARKWAY, STE. 100 AURORA, IL 60502 PHONE: (630) 820-9100 FAX: (630) 820-7030 EMAIL: ADMIN@CLSURVEYING.COM	PROJECT	DATE: 03-10-16	DRAWN BY: AH	PC: N/A	
		HOWARD STREET Evanson, Illinois	CHECKED BY: DF	BOOK: N/A	PG: N/A	BY:
		CLIENT	REVISIONS		DATE	BY
		ESI CONSULTANTS, LTD. 1929 Mill St, Suite 106 Naperville, Illinois 60563	1. PER CITY COMMENTS	3-28-16	AH	

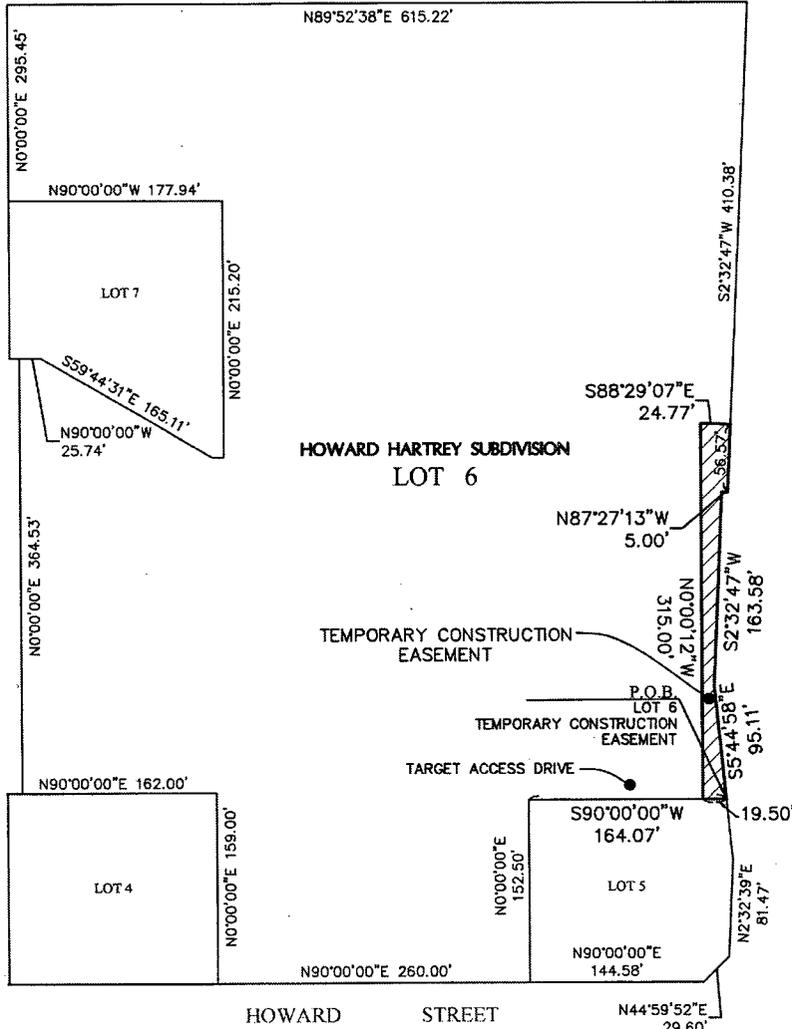
EXHIBIT

LEGAL DESCRIPTION

LEGAL DESCRIPTION -LOT 6 TEMPORARY CONSTRUCTION EASEMENT

THAT PART OF LOT 6 IN HOWARD-HARTREY SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 1, 1993 AS DOCUMENT NO. 93696916, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 6, BEING ALSO THE NORTH-EAST CORNER OF LOT 5 IN SAID HOWARD-HARTREY SUBDIVISION; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST (ASSUMED BEARING) ALONG A SOUTH LINE OF SAID LOT 6, A DISTANCE OF 19.50 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 12 SECONDS WEST, 315.00 FEET; THENCE SOUTH 88 DEGREES 29 MINUTES 07 SECONDS EAST, 24.77 FEET TO THE EAST LINE OF SAID LOT 6; THENCE SOUTH 02 DEGREES 32 MINUTES 47 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 56.57 FEET TO AN ANGLE IN SAID EAST LINE; THENCE NORTH 87 DEGREES 27 MINUTES 13 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 5.00 FEET TO AN ANGLE IN SAID EAST LINE; THENCE SOUTH 02 DEGREES 32 MINUTES 47 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 163.58 FEET TO AN ANGLE IN SAID EAST LINE; THENCE SOUTH 55 DEGREES 44 MINUTES 58 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 95.11 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.



SURVEYOR'S CERTIFICATION

STATE OF ILLINOIS)
)SS
COUNTY OF KANE)

THIS EXHIBIT WAS PREPARED UNDER THE DIRECTION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR.

COMPASS SURVEYING LTD
PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION NO. 184-002778
LICENSE EXPIRES 4/30/2017
BY: *David P. Filipski*
DATE: _____
DAVID P. FILIPSKI
ILLINOIS LAND SURVEYOR NO: 3352
EXPIRES: 11-30-16

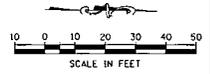
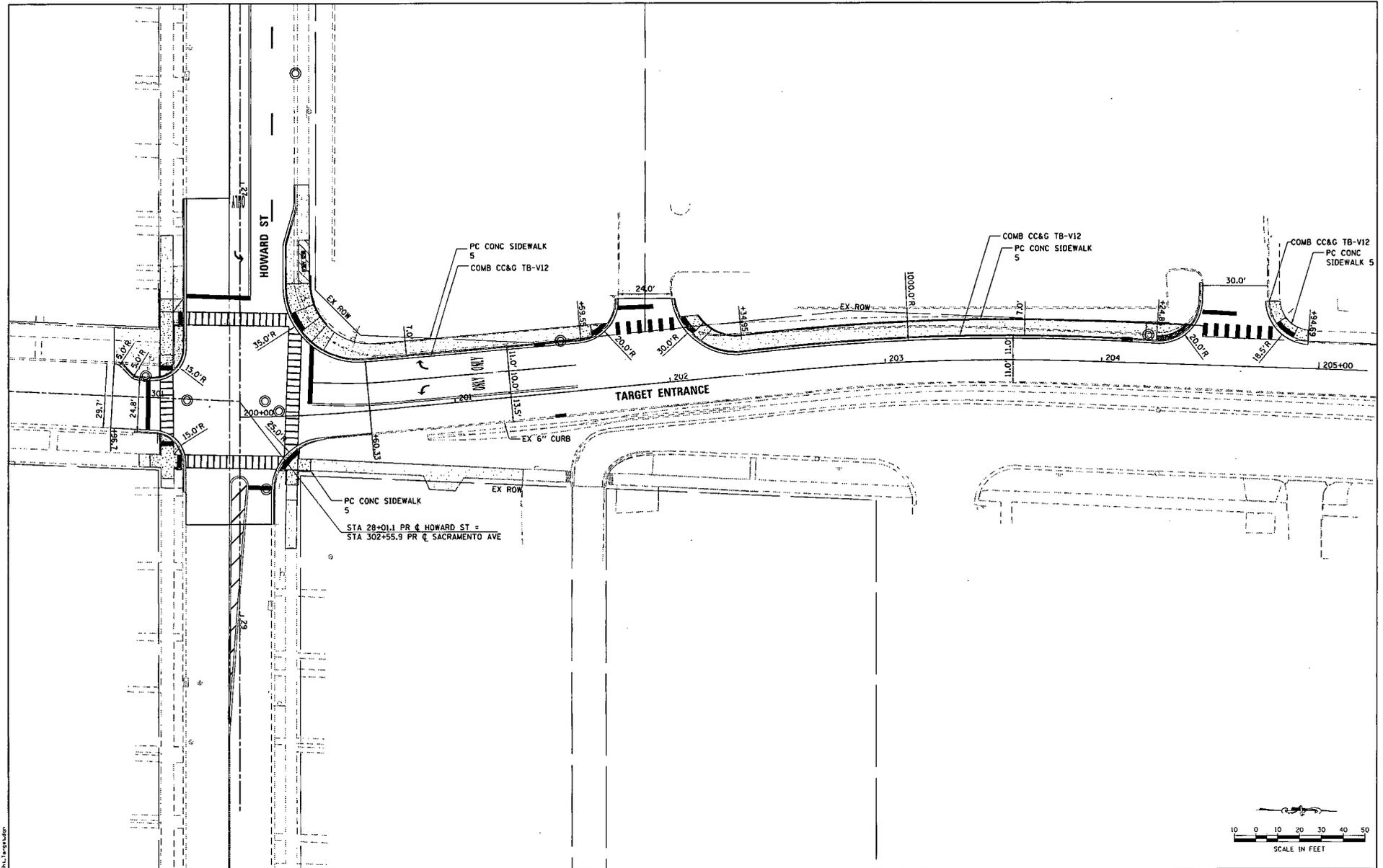


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PROJ. NO.: 16.0068 1 OF 1 SCALE: 1" = 100' COMPASS SURVEYING LTD	PROJECT HOWARD STREET Evanston, Illinois	DATE: 03-10-16 DRAWN BY: AH PC: N/A
	CLIENT ESI CONSULTANTS LTD. 1979 Kell St, Suite 101 Naperville, Illinois 60563	CHECKED BY: DF BOOK: N/A PG: N/A
	2631 GINGER WOODS PARKWAY, STE. 100 AURORA, IL 60502 PHONE: (630) 820-9100 FAX: (630) 820-7030 EMAIL: ADMIN@CCL.SURVEYING.COM	REVISIONS 1. PER CITY COMMENTS DATE: 3-28-16 BY: AH
	1 OF 1	REVISIONS DATE BY

PLAN	DATE
REVISED	
DATE	
BY	
CHKD	
APPD	

PROFILE	DATE
REVISED	
DATE	
BY	
CHKD	
APPD	



ESI CONSULTANTS, LTD.
 1000 N. WILSON AVENUE
 CHICAGO, ILL. 60642
 TEL: (773) 399-1000
 FAX: (773) 399-1001
 WWW.ESI-CONSULTANTS.COM

USER NAME	gspratorac
DESIGNED	-
DRAWN	-
CHECKED	-
DATE	2/22/2016

CDOT
 CHICAGO DEPARTMENT
 OF TRANSPORTATION

CITY OF EVANSTON
 HOWARD STREET IMPROVEMENTS PROJECT
 STREET RESURFACING & TRAFFIC SIGNAL

PLAN SHEET TARGET ENTRANCE

SCALE:	SHEET	OF	SHEETS	STA.	TO	STA.
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F.A. RT.:	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		COOK	0	APPD
				CONTRACT NO.
				ILLINOIS FED. AID PROJECT

EXHIBIT 2

EASEMENT AGREEMENT WITH ASP REALTY LLC

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the "**Agreement**") is made and entered into this _____ day of _____, 2016, by and among ASP Realty, LLC, a Delaware limited liability company ("**Grantor**") and the City of Evanston, an Illinois municipal corporation ("**Grantee**"); the Grantor and Grantee shall be referred to herein collectively as the "**Parties**":

WTNESSTH:

1. The Grantor, in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, does hereby give, grant and convey unto the Grantee, its successors and assigns, a temporary easement for the use of only that portion of the property of the Grantor, situated in the City of Evanston, County of Cook, Illinois, and more particularly described as Lot 9 in Howard-Hartrey Subdivision of part of the Southwest 1/4 of the Northwest 1/4 of Section 25, Township 41 North Range 13 East of the Third Principal Meridian, according to the Plat thereof recorded September 1, 1993 as Document 93696916 in Cook County Illinois (the "**Grantor Tract**"), as such portion of the Grantor Tract is identified on Exhibit "1" attached hereto (the "**Subject Property**") and made a part hereof.

2. Together with the right of the Grantee, its successors and assigns, to go on said temporary easement with necessary labor, equipment, vehicles and material at any and all times for the purposes of facilitating the construction of a signalized intersection, sidewalk improvements and other right-of-way improvements at the corner of Howard Street and the eastern entrance to Grantor's property, as more fully depicted on Exhibit B ("**Right-of-Way Improvements**") and in connection with the construction of the Howard Street improvements as outlined on Exhibit 2.

3. Grantor hereby grants and conveys to Grantee and Grantee's contractors, subcontractors, agents, employees and representatives, a non-exclusive temporary construction easement ("**Temporary Construction Easement**") to enter in, upon, under and across that portion of the Subject Property for the construction of the Right-of-Way Improvements. All costs and expenses related to the construction of the Right-of-Way Improvements shall be the sole responsibility of Grantee.

4. The Temporary Construction Easement shall terminate on the date Grantee completes construction of the Right-of-Way Improvements. Grantee will use all reasonable commercial efforts to commence construction of the Right-of-Way Improvements by June 13, 2016 and complete construction by October 28, 2016. Notwithstanding the foregoing timeline for commencement and completion of the Right-of-Way Improvements, subject to Grantor's prior reasonable consent in writing to new dates for construction commencement and completion, the temporary construction easement does not terminate if Grantee cannot complete the Right-of-Way Improvements within the timeframe provided.

5. This Temporary Construction Easement shall include the right and obligation to grade, fill, and place topsoil to restore the Subject Property to its condition that existed prior to the Grantee's entry.

TO HAVE AND TO HOLD the above granted Temporary Construction Easement unto the Grantee, its successors and assigns, during the project providing for the construction of the subject Right-of-Way Improvements.

And the Parties hereby covenant as follows:

1. That the Grantor is lawfully seized of the Subject Property upon which said Temporary Construction Easement is granted, and has good and marketable title to the Subject Property, and the Grantor therefore has good and lawful right to convey the Temporary Construction Easement reference herein.

2. Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above temporary construction easement have been settled, including without limitation, waiving and releasing claims for diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises right-of-way improvements. This acknowledgment does not waive any claim for (a) trespass or negligence against the Grantee or Grantee's contractors or agents which may cause damage to the Grantor's remaining property, or (b) breach by Grantee of any other the terms of this Agreement.

3. That the said easement is free and clear from encumbrances of record, which would interfere with the intended use by Grantee.

4. That the Grantee shall quietly enjoy its rights in and to the said easement on the terms of this Agreement without disturbance and interference by the Grantor.

5. That the Grantor herein reserves the right to cross the easement herein described for ingress and egress to and from the remainder of the Grantor's property.

6. That the Grantor does hereby expressly permit entry by the Grantee for any purpose hereof upon said easement without furnishing notice of said entry to Grantor.

7. The Temporary Construction Easement is granted to the Grantee only for the purpose stated herein and for no other purpose, and the Grantee shall not be entitled to use the Subject Property for any other purpose. In connection with the use of the Subject Property, the Grantee agrees to each of the following terms and conditions:

a. The Grantee shall, at its sole cost and expense, during the term of this Agreement keep the Subject Property free from any and all debris and trash from activities relating to the work on the Right-of-Way Improvements and keep the remainder of Grantor's adjacent property free from any and all debris and trash from activities relating to the work on the Right-of-Way Improvements at all times.

b. The Grantee shall not use the Subject Property or any part thereof for, or cause or permit the same to be used for, any use or purpose in violation of this Agreement, the laws of the United States of America or the laws, ordinances, regulations and requirements of state and local governments.

c. The Grantee shall not cause or permit the Subject Property to be put in an unsafe condition or cause a condition upon the Subject Property that could be categorized legally as an "attractive nuisance".

d. The Grantee shall not bring to or upon, or cause or permit to be brought to or upon, the Grantor Tract any hazardous wastes or substances as defined by federal or state law.

e. The Grantee shall comply with all health, police, and safety statutes, ordinances, regulations, zoning, building, and code requirements governing the use of the Subject Property and the work on the Right-of-Way Improvements.

f. The Grantee shall not permit liens or claims of any nature to be filed or charged against the Grantor Tract as a result of the work on the Right-of-Way Improvements. Should any such lien be filed against the Grantor Tract, the Grantee shall, within 30 days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

g. The Grantee shall use its best efforts to prevent any damage to the Grantor Tract, any interruption of utility service, interference with the use of the buildings on the Grantor Tract and any other interference with operations on the Grantor Tract. Any damage to the Grantor Tract caused by or related to the use of the Subject Property or performance of work on the Right-of-Way Improvements (including, but not limited to, damage to landscaping, plants or grass) shall be immediately repaired by the Grantee at its sole cost and expense.

h. Grantee shall not obstruct or close any of the remain roadway access drives from Howard Street and Hartrey Avenue into the shopping center in which the Grantor Tract is located during the work on the Right-of-Way Improvements.

i. The Grantee assumes all risk of loss or damage to the property of the Grantee and/or its officers, employees, agents, general contractor, any subcontractors, materialmen or suppliers associated with the use of the Subject Property pursuant to this Agreement. The Grantee shall be responsible for all costs related to the use of the Subject Property for work on the Right-of-Way Improvements pursuant to this Agreement and shall have responsibility for the security and safety of persons and property directly or indirectly associated with the use of the Subject Property for work on the Right-of-Way Improvements pursuant to this Agreement. Grantor will not be liable to the Grantee, or those claiming through the Grantee (including but not limited to its officers, employees, agents, general contractor, any subcontractors, materialmen or suppliers), for injury, death or property damage occurring on or about the Subject Property.

8. Grantee shall indemnify, defend and hold harmless Grantor from any and all liabilities, claims, damages, expenses (including, without limitation, reasonable attorney's fees and reasonable attorney's fees on any appeal), judgments, proceedings, and causes of action of any kind whatsoever resulting from the willful misconduct or negligent act or omission of Grantee or its contractors or agents.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below their respective signatures, to be effective as of the first written above.

GRANTOR:
ASP REALTY, LLC
a Delaware limited liability company

By: _____
Name: _____
Its: _____

GRANTEE:
CITY OF EVANSTON
An Illinois municipal corporation

By: _____
Name: _____
Its: _____

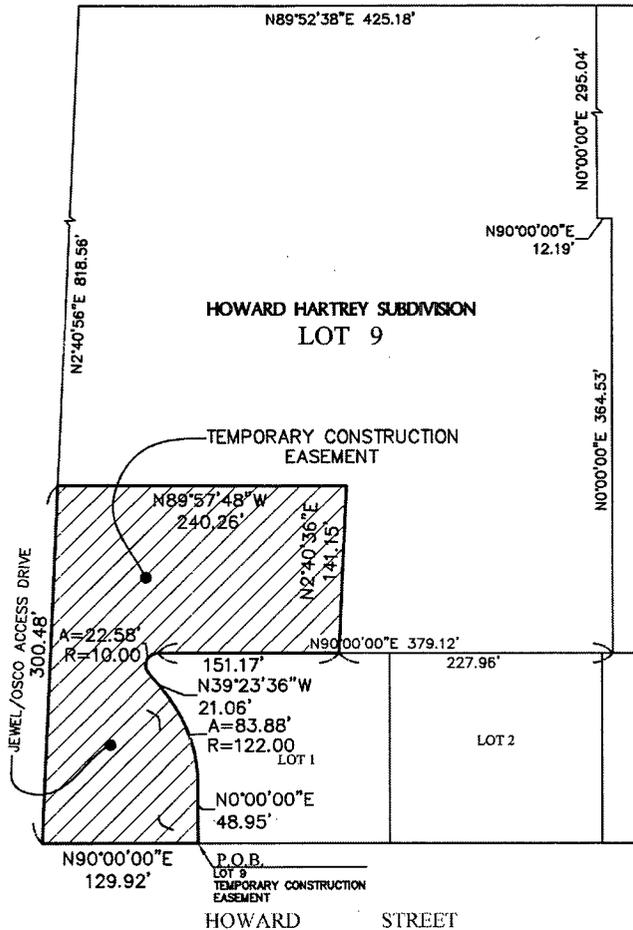
LEGAL DESCRIPTION

EXHIBIT

LEGAL DESCRIPTION -LOT 9 TEMPORARY CONSTRUCTION EASEMENT

THAT PART OF LOT 9 IN HOWARD-HARTREY SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 1, 1993 AS DOCUMENT NO. 93696916, DESCRIBED AS FOLLOWS:

BEGINNING AT A SOUTHEAST CORNER OF SAID LOT 9, BEING ALSO THE SOUTHWEST CORNER OF LOT 1 IN SAID HOWARD-HARTREY SUBDIVISION; THENCE ALONG AN EASTERLY LINE OF SAID LOT 9 THE FOLLOWING 4 COURSES: 1) NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST (ASSUMED BEARING), 48.95 FEET TO A POINT OF CURVATURE, 2) NORTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 122.00 FEET, A CHORD BEARING OF NORTH 19 DEGREES 41 MINUTES 48 SECONDS WEST, A CHORD LENGTH OF 82.24 FEET, AN ARC LENGTH OF 83.88 FEET, 3) NORTH 39 DEGREES 23 MINUTES 36 SECONDS WEST, 21.06 FEET TO A POINT OF CURVATURE, 4) NORTHWESTERLY AND NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 10.00 FEET, A CHORD BEARING OF NORTH 25 DEGREES 18 MINUTES 02 SECONDS EAST, A CHORD LENGTH OF 18.08 FEET, AN ARC LENGTH OF 22.56 FEET TO A SOUTH LINE OF SAID LOT 9; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A SOUTH LINE OF SAID LOT 9, A DISTANCE OF 151.17 FEET; THENCE NORTH 02 DEGREES 40 MINUTES 36 SECONDS EAST, 141.15 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 48 SECONDS WEST, 240.26 FEET TO THE WEST LINE OF SAID LOT 9; THENCE SOUTH 02 DEGREES 40 MINUTES 56 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 300.48 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 129.92 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.



SURVEYOR'S CERTIFICATION

STATE OF ILLINOIS))SS
COUNTY OF KANE)

THIS EXHIBIT WAS PREPARED UNDER THE DIRECTION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR.

COMPASS SURVEYING LTD
PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION NO. 184-002728
ISSUED: APRIL 30/2017

BY: *[Signature]*
DATE: *[Signature]*
DAVID P. FILIPSKI
ILLINOIS LAND SURVEYOR NO: 3352
EXPIRES: 11-30-16



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PROJ. NO. 16.0068 1011 SCALE: 1" = 100' 	COMPASS SURVEYING LTD  2631 GINGER WOODS PARKWAY, STE. 100 AURORA, IL 60502 PHONE: (630) 820-9100 FAX: (630) 820-7030 EMAIL: ADMIN@CLSURVEYING.COM	PROJECT	DATE: 03-10-16	DRAWN BY: AH	PC: N/A	
		HOWARD STREET Evanston, Illinois	CHECKED BY: DF	BOOK: N/A	PG: N/A	
		CLIENT	REVISIONS			BY
		ESI CONSULTANTS, LTD. 1979 Mill St., Suite 100 Naperville, Illinois 60563	1. PER CITY COMMENTS	3-28-16	AH	

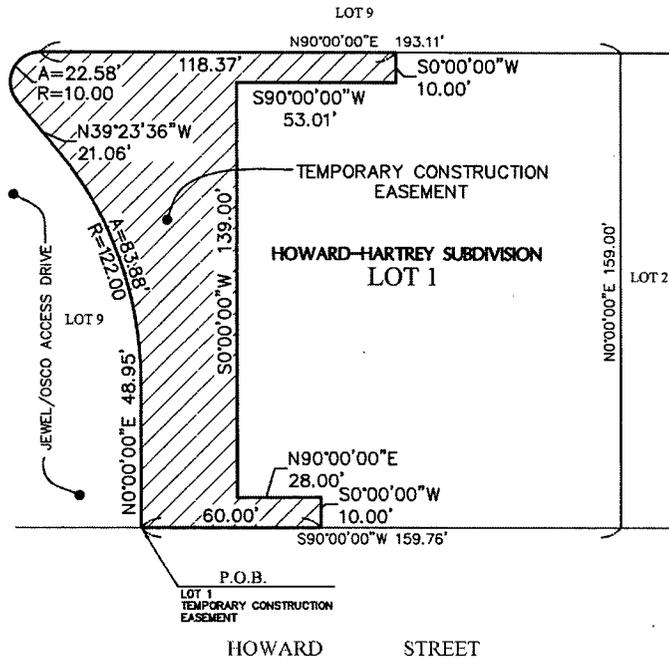
EXHIBIT

LEGAL DESCRIPTION

LEGAL DESCRIPTION -LOT 1 TEMPORARY CONSTRUCTION EASEMENT

THAT PART OF LOT 1 IN HOWARD-HARTREY SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 1, 1993 AS DOCUMENT NO. 93696916, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1. THENCE ALONG THE WESTERLY LINE OF SAID LOT 1 THE FOLLOWING 4 COURSES: 1) NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST (ASSUMED BEARING), 48.95 FEET TO A POINT OF CURVATURE, 2) NORTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 122.00 FEET, A CHORD BEARING OF NORTH 19 DEGREES 41 MINUTES 48 SECONDS WEST, A CHORD LENGTH OF 82.24 FEET, AN ARC LENGTH OF 83.88 FEET, 3) NORTH 39 DEGREES 23 MINUTES 36 SECONDS WEST, 21.06 FEET TO A POINT OF CURVATURE, 4) NORTHWESTERLY AND NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 10.00 FEET, A CHORD BEARING OF NORTH 25 DEGREES 18 MINUTES 02 SECONDS EAST, A CHORD LENGTH OF 18.08 FEET, AN ARC LENGTH OF 22.58 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 118.37 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 10.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 53.01 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 139.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 28.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 10.00 FEET TO THE SOUTH LINE OF AFORESAID LOT 1; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.



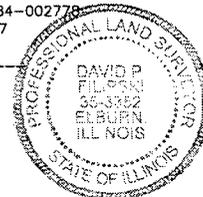
SURVEYOR'S CERTIFICATION

STATE OF ILLINOIS)
)SS
 COUNTY OF KANE)

THIS EXHIBIT WAS PREPARED UNDER THE DIRECTION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR.

COMPASS SURVEYING LTD
 PROFESSIONAL DESIGN FIRM
 LAND SURVEYOR CORPORATION NO. 184-002773
 LICENSE EXPIRES 4/30/2017

BY: *[Signature]*
 DATE: 11/17/2016
 DAVID P. FILIPSKI
 ILLINOIS LAND SURVEYOR NO: 3352
 EXPIRES: 11-30-16



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PROJ. NO. 16.0068 1 OF 1 SCALE: 1" = 40'		PROJECT	DATE: 03-10-16	DRAWN BY: AH	PC: N/A	
		HOWARD STREET Evanston, Illinois	CHECKED BY: DF	BOOK: N/A	PG: N/A	
		CLIENT	REVISIONS		DATE	BY
		2631 GINGER WOODS PARKWAY, STE. 100 AURORA, IL 60502 PHONE: (630) 820-9100 FAX: (630) 820-7030 EMAIL: ADMIN@CLSURVEYING.COM	1. PER CITY COMMENTS		3-28-16	AH
	ESI CONSULTANTS, LTD. 1979 20th St, Suite 100 Naperville, Illinois 60563					

