

GLENCOE PARK DISTRICT

RESOLUTION NO. 806

**A RESOLUTION APPROVING AN
ACCESS AND LANDSCAPING EASEMENTS AGREEMENT**

THIS AGREEMENT, is dated as of September 17, 2013, and is by and among the **GLENCOE PARK DISTRICT**, an Illinois park district organized and operating under the Illinois Park District Code, 70 ILCS 1205/1 et seq., (the "**Park District**"), the **WOMAN'S LIBRARY CLUB OF GLENCOE**, an Illinois not-for-profit corporation (the "**Club**"), and the **WRITERS' THEATRE, INC.** (the "**WT**");

RECITALS

A. The Club is the owner of the property commonly known as 325 Tudor Court, Glencoe, Illinois, described in Exhibit A to this Agreement (the "**Property**") and serves, among other cultural and civic purposes, as the principal home for performances staged by the WT, which has (or will be securing) a long-term interest in the Property

B. The Park District is the owner of the Glencoe Drive right-of-way near or adjacent to the Property, although the parties acknowledge ambiguity in the public record regarding the exact location and ownership of such right-of-way and the ownership of the Access Easement Premises and Landscape Easement Premises as hereinafter defined.

C. The Club and the WT desire to redevelop the Property to include a new building and related facilities, including two new performance spaces, enhanced rehearsal space, administrative facilities for the WT, as well as redesigned and expanded Club and library facilities, meeting spaces, and related facilities (the "**New Cultural Center**").

D. The Club and the WT have designed an access plan for the New Cultural Center that maximizes the safety and efficiency of pedestrian and vehicular movements within the site and minimizes the impact of the New Cultural Center on adjacent properties, a copy of which is attached to this Agreement as Exhibit B (the "**Access Plan**").

E. In order to facilitate the operation of the New Cultural Center on the Property, the Club and the WT desire to access a portion of the Glencoe Drive right-of-way for the purpose of facilitating access to and from the New Cultural Center, identified as the "service drive easement" on the easement depiction attached to this Agreement as Exhibit C (the "**Easement Plat**") and as legally described in Exhibit C-1 attached to this Agreement (the "**Access Easement Premises**").

F. Subject to the terms and conditions hereinafter set forth, the Park District desires to grant the Club and the WT an access easement to the Property through the Access Easement Premises as depicted on the Access Plan (the "**Access Easement**").

G. In addition, the Club and WT desire to plant a Birch grove along a portion of the westerly right-of-way of Glencoe Drive, for which the Club and the WT will require a landscaping easement in the area depicted on the Easement Plat as the "Birch tree grove easement" and as legally described in Exhibit D attached to this Agreement (the "**Landscape Easement Premises**").

H. The Birch grove to be planted within the Landscape Easement Premises shall be in general conformity with the landscape plan attached hereto as Exhibit E (the "**Landscape Plan**").

I. Subject to the terms and conditions hereinafter set forth, the Park District desires to grant the Club and the WT a landscape easement to the Property through the Landscape Easement Premises as depicted on the Landscape Plan (the "**Landscape Easement**").

J. As consideration for the Access Easement and Landscape Easement, the Club and the WT desire to provide the Park District with the right to use the New Cultural Center for up to two days per year, as determined by the Park District Executive Director in consultation with the Club and the WT, for the purpose of conducting such cultural or other programming as the Park District Executive Director may determine is appropriate.

NOW, THEREFORE, in consideration of the recitals and other provisions of this Agreement, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Park District and the Club agree as follows:

Section 1. Recitals. The foregoing recitals are incorporated into this Agreement by this reference.

Section 2. Grant of Easements.

A. Access Easement. The Park District hereby grants, conveys, and quitclaims to the Club and the WT a non-exclusive easement on, over, across, and through the Access Easement Premises to permit access to the Property.

B. Landscape Easement. The Park District hereby grants, conveys, and quitclaims to the Club and the WT a non-exclusive easement on, upon, and over the Landscape Easement Premises to permit plantings on the Landscape Easement Premises for the benefit of the Property.

Section 3. Other Easements Unaffected. The Park District conveys this easement, and the Club and WT accept this conveyance subject to any preexisting utility or infrastructure easements lying over, upon, or under the Access Easement Premises or Landscape Easement Premises. The Park District reserves and maintains the right to access the Access Easement Premises or Landscape Easement Premises for the purpose of making any necessary repairs or improvements to Park District facilities and/or public utilities.

Section 4. Installation.

A. Access Easement. In connection with and as consideration for the Access Easement, the Club and WT agree to construct at its sole cost and expense those certain non-street pavement improvements within the Access Easement Premises depicted in the Access Plan (the "**Access Improvements**"). The Park District grants the Club, WT, and their agents the right to enter upon the Access Easement Premises for purposes of the construction, repair, maintenance, replacement, restoration, or reconstruction (collectively, the "**Installation**") of the Access Improvements, which Installation shall be done and completed in a good and workmanlike manner, at no expense to the Park District. Any contractor or subcontractor performing Installation work relating to the Access Improvements is required to obtain and maintain insurance in accordance with customary Park District standards, including comprehensive general liability insurance with policy limits of at least \$2,000,000, which insurance policy or policies must name the Park District and its officers, officials, employees, agents, attorneys, and representatives (the "**Park District Parties**") as additional insureds.

B. Landscape Easement. In connection with and as consideration for the Landscape Easement, the Club and WT agree to Install the Birch grove at its sole cost and expense within the Landscape Easement Premises depicted in the Landscape Plan (the "**Plantings**"). The Park District grants the Club, WT, and their agents the right to enter upon the Landscape Easement Premises for purposes of Installation of the Plantings, which Installation shall be done and completed in a good and workmanlike manner, at no expense to the Park District. Any contractor or subcontractor performing Installation work relating to the Plantings is required to obtain and maintain insurance in accordance with customary Park District standards, including comprehensive general liability insurance with policy limits of at least \$2,000,000, which insurance policy or policies must name the Park District Parties as additional insureds.

Section 5. Restoration. At the completion of any Installation activity by the Club or WT, the Club and WT will repair and restore, or cause to be repaired or restored, any damage or disruption to the Glencoe Drive right-of-way or any other Park District property resulting from the Installation of the Access Improvements or the Plantings to substantially the same condition as existed prior to such Installation.

Section 6. Indemnification and Hold Harmless. The Club and WT agree to defend, indemnify, save and hold the Park District and the Park District Parties harmless from all claims, causes of action, suits, damages, or demands that arise directly or indirectly from the negligence of the Club, the WT, or either of their authorized agents, servants, employees, or contractors in any Installation of the Access Improvements on the Access Easement Premises or the Plantings on the Landscape Easement Premises.

Section 7. Reservation of Rights.

A. Access and Landscape Easement Premises. The Park District reserves the right to use the Access Easement Premises, the Landscape Easement Premises,

and the Glencoe Drive right-of-way in its entirety in any manner that will not prevent or interfere in any way with the exercise by the Club or the WT of the rights granted to the Club and WT under this Agreement, except that the Park District must not permanently improve, disturb, damage, destroy, injure, or obstruct, nor permit to be permanently improved, disturbed, damaged, destroyed, injured, or obstructed, the Access Easement Premises or the Landscape Easement Premises without the express prior written consent of the Club and WT.

B. New Cultural Center. The Park District reserves the right to use all or a portion of the New Cultural Center for up to two days per year (or such additional days as the Club and WT may agree). The days on which the Park District may use the New Cultural Center shall be determined by the Park District Executive Director subject to: (i) written notice that has been given to the Club and WT at least seven (7) days prior to the requested date of the Park District's use, and (b) the approval of the Club and the WT, which approval shall not be unreasonably withheld, delayed, or conditioned. To the extent that the New Cultural Center (or such portion thereof that the Park District desires to use pursuant to this Section 7.B) has not been previously scheduled for use for another purpose, the Club and WT shall approve the Park District's proposed use, except under extraordinary circumstances.

Section 8. Club Maintenance Obligations. The Club and WT, and not the Park District, will be responsible for the maintenance, repair, and replacement of the Access Improvements and Plantings. The Club and WT must keep the Access Improvements and Plantings in a good and safe condition, reasonably free of conditions so as to avoid and prevent any and all hazards to the public on the Access Easement Premises or the Landscape Easement Premises.

Section 9. Liens. The Club and WT will take all necessary action to keep all portions of the Access Easement Premises and Landscape Easement Premises free and clear of all liens, claims, and demands, including without limitation mechanic's liens, in connection with any work performed by the Club, the WT, or any of their agents on the Access Easement Premises or Landscape Easement Premises.

Section 10. Covenants Running with the Land. *The easements and rights granted in, and the agreements and covenants contained in, this Agreement shall be easements, rights, restrictions, agreements, and covenants running with the land, shall be recorded against the Property, the Access Easement Premises, and the Landscape Easement Premises and shall be binding upon and inure to the benefit of the Club, WT, and the Park District and their respective heirs, executors, administrators, grantees, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Property, or any portion thereof, and all persons claiming under them. If any of the easements, rights, restrictions, agreements, or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements, or covenants shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of any now living current or former President of the United States.*

Section 11. General Provisions.

A. Notices. All notices required or permitted to be given under this Agreement may be given by the parties by (1) personal delivery, (2) deposit in the United States Registered Mail, return receipt requested, enclosed in a sealed envelope with first class postage thereon, or (3) deposit with a nationally recognized overnight delivery service, addressed as stated in this Subsection 11.A. The address of any party may be changed by written notice to the other parties. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit. Notices and communications to the parties must be addressed to, and delivered at, the following addresses:

If to the Park District:
Executive Director
Glencoe Park District
999 Green Bay Road
Glencoe, IL 60022

If to the Club:
President
Woman's Library Club of Glencoe
325 Tudor Court
Glencoe, Illinois 60022

If to WT:
Ms. Kathryn Lipuma
Executive Director
Writers' Theatre
376 Park Avenue
Glencoe IL 60022

with a copy to:
Robert K. Bush
Ancel, Glink, Diamond, Bush,
DiCianni & Krafthefer
140 South Dearborn Street, 6th Flr
Chicago, Illinois 60603

with a copy to:
Laurie A. Levin
Fox, Swibel, Levin & Carroll, LLP
200 West Madison Street, Ste 3000
Chicago, Illinois 60606

B. Amendments. No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

C. Non-Waiver. The Park District, the Club, and WT are under no obligation to exercise any of the rights granted to them in this Agreement. The failure of any of them to exercise at any time any right granted to them will not be deemed or construed to be a waiver of that right, nor will the failure void or affect that party's right to enforce that right or any other right.

D. Severability. If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, then the remaining part of that provision and the remaining provisions of this Agreement will not be affected, impaired, or invalidated thereby, but instead will remain in full force and effect. The unenforceability of any provision of this Agreement will not affect the enforceability of that provision in any other situation.

E. Entire Agreement. This Agreement and its attachments, constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the matters addressed in this Agreement.

F. Interpretation. This Agreement should be construed without regard to who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement should be construed as though the Park District, the Club, and WT participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party thus is not applicable to this Agreement.

G. Exhibits. Exhibits A through E attached to this Agreement are hereby incorporated into and made a part of this Agreement.

H. Survival of Obligations. Any obligation of the Club or WT under this Agreement that has not been fully performed as of the termination of this Agreement will survive the termination.

I. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person may be made, or be valid, against the Park District, the Club, or the WT.

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

GLENCOE PARK DISTRICT

By: Robert W. Kimble
Robert W. Kimble
President

ATTEST:

Lisa M. Sheppard
Lisa M. Sheppard
Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, Nancy M. Symonds, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert W. Kimble and Lisa M. Sheppard, personally known to me to be the President and Secretary of the Glencoe Park District and

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of the Glencoe Park District for the uses and purposes therein set forth.

Given under my hand and official seal this 17th day of September 2013.

Nancy M. Symonds
Notary Public

My commission expires: November 1, 2015
(SEAL)



WOMAN'S LIBRARY CLUB OF GLENCOE

By: [Signature]
Its [Signature]

ATTEST:

[Signature]
Its [Signature]

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, Nancy M Symonds, a Notary Public in and for said County, in the State aforesaid, do hereby certify that [Signature] and [Signature], personally known to me to be the President, and Secretary of Woman's Library Club, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of [Signature] for the uses and purposes therein set forth.

Given under my hand and official seal this 14th day of November, 2013.

Nancy M Symonds
Notary Public

My commission expires: November 1, 2015
(SEAL)



WRITERS' THEATRE, INC.

By: [Signature]
Its EXECUTIVE DIRECTOR

ATTEST:

[Signature]
Its President of the Board of Trustees

STATE OF ILLINOIS)
) SS
COUNTY OF IL)

I, Nancy L Krueger, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Kathryn Lippman and Elaine Tinberg, personally known to me to be the Executive Director, and President of Board of Trustees, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of Writers' Theatre for the uses and purposes therein set forth.

Given under my hand and official seal this 3rd day of October _____ 2013.

[Signature]
Notary Public

My commission expires: 2/3/15
(SEAL)



EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE 20-FOOT PUBLIC ALLEY, AS SHOWN ON THE PLAT OF LIGARE'S SUBDIVISION OF PART OF BLOCK 20 IN GLENCOE, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID POINT BEING 75.00 FEET EASTERLY OF THE EASTERLY LINE OF VERNON AVENUE; THENCE NORTHERLY ALONG A LINE, WHICH IS 75.00 FEET EASTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF SAID VERNON AVENUE, A DISTANCE OF 246.00 FEET; THENCE EASTERLY, A DISTANCE OF 200.00 FEET ALONG A LINE, WHICH IS PARALLEL WITH THE NORTHWESTERLY LINE OF BLOCK 20 AND DISTANT 763.50 FEET SOUTHERLY THEREFROM, SAID LINE BEING ALSO PARALLEL WITH THE NORTHERLY LINE OF SAID 20-FOOT PUBLIC ALLEY; THENCE SOUTHERLY ALONG A LINE, WHICH IS PARALLEL WITH SAID EASTERLY LINE OF VERNON AVENUE TO THE NORTHERLY LINE OF SAID 20-FOOT PUBLIC ALLEY; THENCE WESTERLY ALONG SAID NORTHERLY LINE OF SAID 20-FOOT PUBLIC ALLEY TO THE PLACE OF BEGINNING, EXCEPTING THE WESTERLY 24.00 FEET THEREOF, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTHERLY 70.00 FEET OF THE WESTERLY 59.00 FEET OF THE EASTERLY 89.00 FEET; THE NORTHERLY 75.00 FEET OF THE WESTERLY 16.00 FEET OF THE EASTERLY 105.00 FEET AND THE SOUTHERLY 171.00 FEET OF THE WEST 2.00 FEET OF THE EASTERLY 105.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF THE 20-FOOT PUBLIC ALLEY, AS SHOWN ON THE PLAT OF LIGARE'S SUBDIVISION OF PART OF BLOCK 20 IN GLENCOE, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WITH THE EASTERLY LINE OF SAID VERNON AVENUE, AS NOW LOCATED AND OCCUPIED; THENCE NORTHERLY ALONG SAID EASTERLY LINE OF SAID VERNON AVENUE, A DISTANCE OF 246.00 FEET; THENCE EASTERLY, A DISTANCE OF 380.00 FEET ALONG A LINE, WHICH IS PARALLEL WITH THE NORTHERLY LINE OF SAID 20-FOOT PUBLIC ALLEY TO THE WESTERLY LINE OF THE PROPERTY OF THE GLENCOE PARK DISTRICT; THENCE SOUTHERLY ALONG SAID WESTERLY LINE, A DISTANCE OF 246.00 FEET TO THE NORTHERLY LINE OF SAID 20-FOOT PUBLIC ALLEY; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID 20-FOOT PUBLIC ALLEY, A DISTANCE OF 380.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

325 TUDOR COURT, GLENCOE, ILLINOIS 60022

P.I.N. NO: 05-07-200-051-0000 & 05-07-200-053-0000

EXHIBIT B
ACCESS PLAN

GREEN BAY ROAD



PROPERTY LINE

SERVICE DRIVE

SETBACK LINE

SMALL THEATER ROOF
⊕ +28'

MECH. EQUIP. WELL

GREEN ROOF

LOBBY ROOF
⊕ +34'

LOW ROOF
⊕ +19'

LARGE THEATER ROOF
⊕ +40'

MECH. EQUIP. WELL

VIP ROOF

ROOF TERRACE/
GREEN ROOF

RAMP
⊕ ±0'

STONE BENCH

DROP-OFF

TUDOR COURT (36)

BANK DRIVE THRU

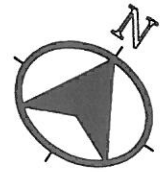
BMO HARRIS BANK
⊕ +47'

FRIENDS PARK

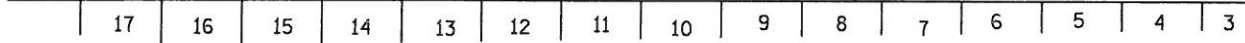
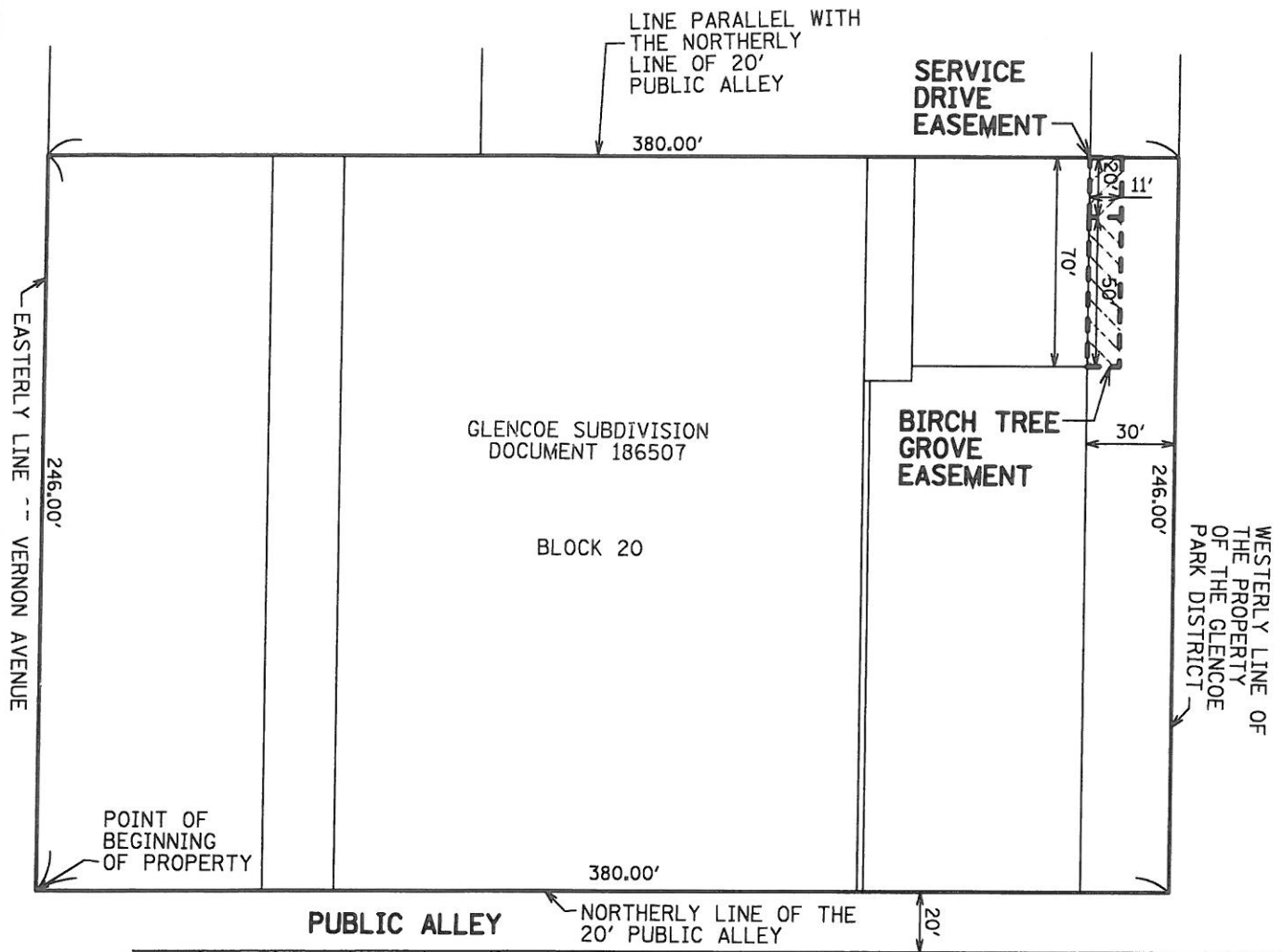
VERNON AVENUE

EXHIBIT C
EASEMENT PLAT

EXHIBIT



SCALE: 1" = 60'



LIGARE'S SUBDIVISION
OF BLOCK 20
RECORDED MARCH 2, 1908
AS DOCUMENT 4167462



9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018 Phone: (847) 696-4060 Fax: (847) 696-4065

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

DATE: 08/13/2013

JOB NO: 6722

FILENAME: 6722EASE-EXB

PAGE 1 OF 1

EXHIBIT C-1

LEGAL DESCRIPTION OF ACCESS EASEMENT PREMISES

SERVICE DRIVE EASEMENT, 20' WIDE

THE NORTHERLY 20.00 FEET OF THE WESTERLY 11.00 FEET OF THE EASTERLY 30.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF THE 20.00 FOOT PUBLIC ALLEY, AS SHOWN ON THE PLAT OF LIGARE'S SUBDIVISION OF PART OF BLOCK 20 IN GLENCOE, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WITH THE EASTERLY LINE OF SAID VERNON AVENUE, AS NOW LOCATED AND OCCUPIED; THENCE NORTHERLY ALONG SAID EASTERLY LINE OF SAID VERNON AVENUE, A DISTANCE OF 246.00 FEET; THENCE EASTERLY, A DISTANCE OF 380.00 FEET ALONG A LINE WHICH IS PARALLEL WITH THE NORTHERLY LINE OF SAID 20-FOOT PUBLIC ALLEY TO THE WESTERLY LINE OF THE PROPERTY OF THE GLENCOE PARK DISTRICT; THENCE SOUTHERLY ALONG SAID WESTERLY LINE, A DISTANCE OF 246.00 FEET TO THE NORTHERLY LINE OF SAID 20-FOOT PUBLIC ALLEY; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID 20-FOOT PUBLIC ALLEY, A DISTANCE OF 380.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

SERVICE DRIVE EASEMENT, 20' WIDE

THE NORTHERLY 20.00 FEET OF THE WESTERLY 11.00 FEET OF THE EASTERLY 30.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF THE 20.00 FOOT PUBLIC ALLEY, AS SHOWN ON THE PLAT OF LIGARE'S SUBDIVISION OF PART OF BLOCK 20 IN GLENCOE, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WITH THE EASTERLY LINE OF SAID VERNON AVENUE, AS NOW LOCATED AND OCCUPIED; THENCE NORTHERLY ALONG SAID EASTERLY LINE OF SAID VERNON AVENUE, A DISTANCE OF 246.00 FEET; THENCE EASTERLY, A DISTANCE OF 380.00 FEET ALONG A LINE WHICH IS PARALLEL WITH THE NORTHERLY LINE OF SAID 20-FOOT PUBLIC ALLEY TO THE WESTERLY LINE OF THE PROPERTY OF THE GLENCOE PARK DISTRICT; THENCE SOUTHERLY ALONG SAID WESTERLY LINE, A DISTANCE OF 246.00 FEET TO THE NORTHERLY LINE OF SAID 20-FOOT PUBLIC ALLEY; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID 20-FOOT PUBLIC ALLEY, A DISTANCE OF 380.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

BIRCH TREE GROVE EASEMENT, 50' WIDE

THE SOUTHERLY 50 FEET OF THE NORTHERLY 70.00 FEET OF THE WESTERLY 11.00 FEET OF THE EASTERLY 30.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF THE 20.00 FOOT PUBLIC ALLEY, AS SHOWN ON THE PLAT OF LIGARE'S SUBDIVISION OF PART OF BLOCK 20 IN GLENCOE, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WITH THE EASTERLY LINE OF SAID VERNON AVENUE, AS NOW LOCATED AND OCCUPIED; THENCE NORTHERLY ALONG SAID EASTERLY LINE OF SAID VERNON AVENUE, A DISTANCE OF 246.00 FEET; THENCE EASTERLY, A DISTANCE OF 380.00 FEET ALONG A LINE WHICH IS PARALLEL WITH THE NORTHERLY LINE OF SAID 20-FOOT PUBLIC ALLEY TO THE WESTERLY LINE OF THE PROPERTY OF THE GLENCOE PARK DISTRICT; THENCE SOUTHERLY ALONG SAID WESTERLY LINE, A DISTANCE OF 246.00 FEET TO THE NORTHERLY LINE OF SAID 20-FOOT PUBLIC ALLEY; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID 20-FOOT PUBLIC ALLEY, A

EXHIBIT D

LEGAL DESCRIPTION OF THE LANDSCAPE EASEMENT PREMISES

BIRCH TREE GROVE EASEMENT, 50' WIDE

THE SOUTHERLY 50 FEET OF THE NORTHERLY 70.00 FEET OF THE WESTERLY 11.00 FEET OF THE EASTERLY 30.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF THE 20.00 FOOT PUBLIC ALLEY, AS SHOWN ON THE PLAT OF LIGARE'S SUBDIVISION OF PART OF BLOCK 20 IN GLENCOE, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WITH THE EASTERLY LINE OF SAID VERNON AVENUE, AS NOW LOCATED AND OCCUPIED; THENCE NORTHERLY ALONG SAID EASTERLY LINE OF SAID VERNON AVENUE, A DISTANCE OF 246.00 FEET; THENCE EASTERLY, A DISTANCE OF 380.00 FEET ALONG A LINE WHICH IS PARALLEL WITH THE NORTHERLY LINE OF SAID 20-FOOT PUBLIC ALLEY TO THE WESTERLY LINE OF THE PROPERTY OF THE GLENCOE PARK DISTRICT; THENCE SOUTHERLY ALONG SAID WESTERLY LINE, A DISTANCE OF 246.00 FEET TO THE NORTHERLY LINE OF SAID 20-FOOT PUBLIC ALLEY; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID 20-FOOT PUBLIC ALLEY, A DISTANCE OF 380.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

WRITERS' THEATRE
GLENCOE, ILLINOIS

ARCHITECT
AA&A Planning and Research
 1700 North York Street
 Suite 300
 Northbrook, Illinois 60062
 Telephone: (847) 234-8600
 Fax: (847) 234-8600
 www.aa-a.com

GENERAL NOTES
 1. ALL EXISTING AND PROPOSED PLANTING TO BE INSTALLED IN ACCORDANCE WITH THE ILLINOIS PLANTING LAW, CHESAIRE, COMPANIES, CHESAIRE & COMPANY, 1300 WEST ILLINOIS STREET, CHESAIRE, ILLINOIS 60010.
 2. ALL EXISTING AND PROPOSED PLANTING TO BE INSTALLED IN ACCORDANCE WITH THE ILLINOIS PLANTING LAW, CHESAIRE, COMPANIES, CHESAIRE & COMPANY, 1300 WEST ILLINOIS STREET, CHESAIRE, ILLINOIS 60010.
 3. ALL EXISTING AND PROPOSED PLANTING TO BE INSTALLED IN ACCORDANCE WITH THE ILLINOIS PLANTING LAW, CHESAIRE, COMPANIES, CHESAIRE & COMPANY, 1300 WEST ILLINOIS STREET, CHESAIRE, ILLINOIS 60010.

NO.	REVISION BY	DATE
01	WRITERS' THEATRE	05/12/08
02	ADD PLANTING	06/12/08
03	ADD PLANTING	06/12/08
04	ADD PLANTING	06/12/08
05	ADD PLANTING	06/12/08
06	ADD PLANTING	06/12/08
07	ADD PLANTING	06/12/08
08	ADD PLANTING	06/12/08
09	ADD PLANTING	06/12/08
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36	ADD PLANTING	06/12/08
37	ADD PLANTING	06/12/08
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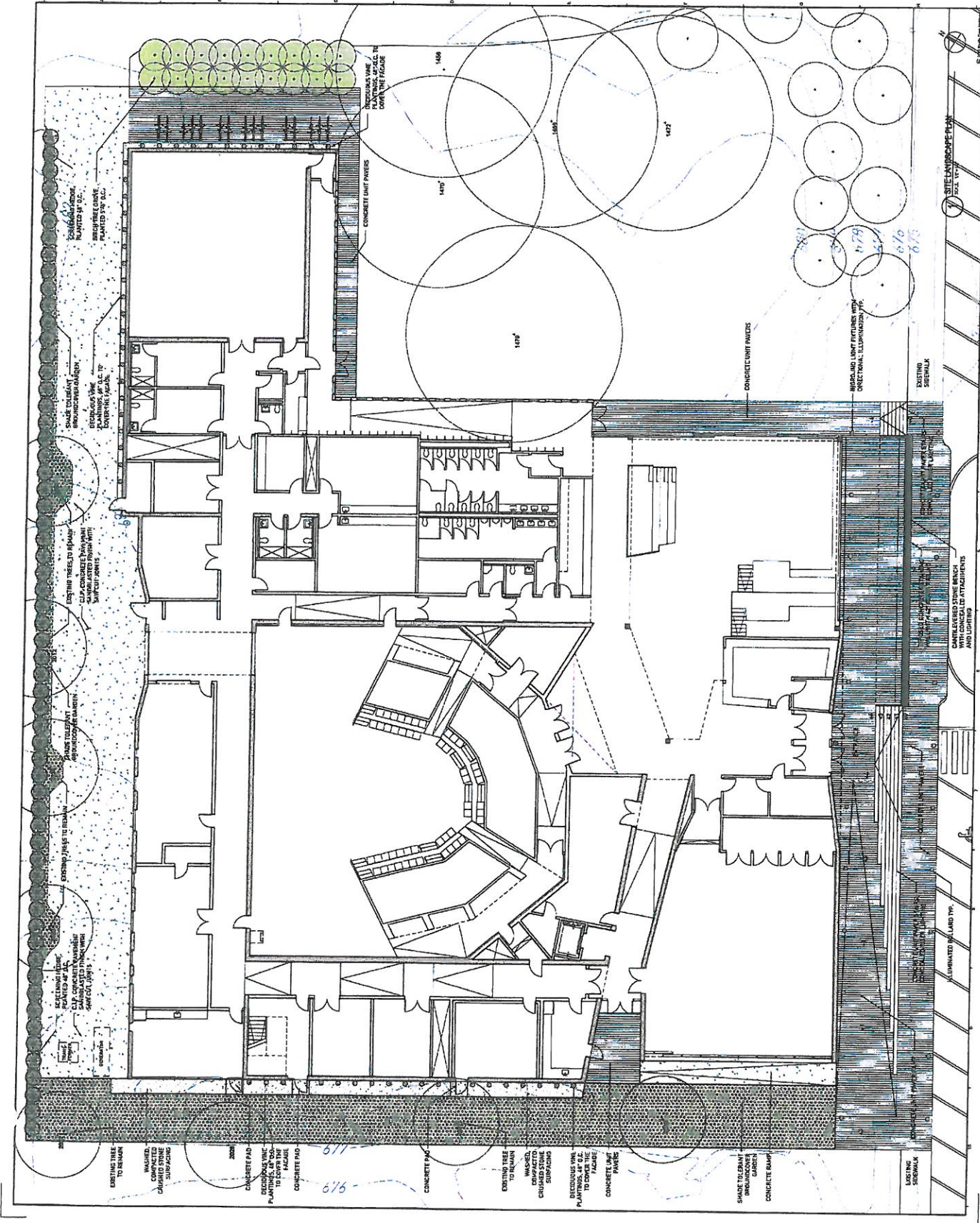
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 Fax: (847) 234-8600
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DATE 06/12/08
SCALE 1/8" = 1'-0"
REVISIONS
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SITE LANDSCAPE PLAN
 SCALE 1/8" = 1'-0"
 SHEET NO. L-101