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Eugene "Gene" Moore Fee: \$58.00
Cook County Recorder of Deeds
Date: 09/15/2004 02:09 PM Pg: 1 of 18

This Instrument prepared by and
after recording return to:
J. Kevin Garvey
Piper Rudnick LLP
203 North LaSalle Street
Suite 1800
Chicago, Illinois 60601

This space reserved for Recorder's use only.

ACCESS AND SIGNAGE EASEMENT AGREEMENT

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THIS ACCESS AND SIGNAGE EASEMENT AGREEMENT (this "Agreement") is made as of the 25th day of August, 2004, by and between **TARGET CORPORATION**, a Minnesota corporation ("Target") and **DAMEN DEVELOPMENT, L.L.C.**, an Illinois limited liability company ("Damen").

RECITALS:

This Agreement is entered into upon the basis of the following facts, understandings and intentions of the parties hereto:

1. Target is the owner of the parcel of land situated in Cook County, Illinois, more particularly described on Exhibit A attached hereto, and which is identified as the "Target Tract" on the site plan (the "Site Plan") attached hereto as Exhibit C.
2. Damen is the owner of the parcel of land situated immediately adjacent to the Target Tract, more particularly described on Exhibit B attached hereto, and which is identified as the "Damen Tract" on the Site Plan.
3. Damen desires to obtain from Target an easement for vehicular and pedestrian ingress and egress for the benefit of the Damen Tract.
4. Target desires to obtain from Damen an easement for a monument sign to be constructed by Target on the Damen Tract.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Damen to Target, the receipt and sufficiency of which are hereby acknowledged, Target and Damen agree and covenant as follows:

Box 400-CTCC

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SECTION 1

GRANT OF ACCESS EASEMENT

Target hereby grants and conveys to Damen a non-exclusive perpetual easement and right-of-way, in common with Target and others entitled to use the same, for the purpose of ingress and egress of pedestrian and vehicular travel to and from the Damen Tract and extending over, upon and across that portion of the Target Tract described in Exhibit D attached hereto and which is identified as the "Access Easement Area" on the Site Plan; provided, however, this grant of easement shall in no event be construed to create any rights to park motor vehicles upon any portion of the Target Tract or the Access Easement Area. The easement established herein shall be appurtenant to and for the benefit of the Damen Tract.

SECTION 2

CONSTRUCTION OF ACCESS DRIVEWAY

A. If Target fails to commence and diligently pursue to completion construction of the driveway and related improvements (collectively, the "Driveway Improvements") in the Access Easement Area by July 1, 2006, which failure continues for a period of thirty (30) days after Target's receipt of written notice from Damen, then upon the expiration of such thirty (30) day period, Damen shall have the right, but not the obligation, to initiate the construction and installation of the Driveway Improvements by giving written notice thereof to Target, together with plans and specifications for the Driveway Improvements prepared by a qualified and licensed engineer (the "Plans"). The Plans shall contemplate the construction of the Driveway Improvements in the location shown on the Site Plan. Damen agrees that the Plans to be prepared by such engineer shall be subject to the reasonable approval of Target, and Target shall have thirty (30) days after receipt of the Plans to review same. If Target takes no action within said thirty (30) day period, the Plans shall be deemed approved. If Target disapproves the Plans, it shall give, in reasonable detail, its reasons for such disapproval and Damen shall revise the Plans accordingly and re-submit same to Target for its further review. Target shall have fifteen (15) days after receipt of such revised Plans to review same. If Target takes no action within said fifteen (15) day period, the revised Plans shall be deemed approved. Any construction of the Driveway Improvements by Damen under this Section 2 shall be conducted in accordance with all applicable laws, ordinances, codes, rules and regulations and permits and in a lien-free manner.

B. If and when Target or any successor to Target commences the operation of any business on the Target Tract, Target agrees that it will reimburse Damen for the cost of the Driveway Improvements within thirty (30) days after Target receives and approves Damen's itemized statement of such costs. Damen shall also furnish Target with complete copies of all sworn contractor's statements and final lien waivers with respect to the construction of the Driveway Improvements and Damen agrees to indemnify, defend and hold Target harmless from and against any and all losses, damages, claims, costs and expenses of whatsoever nature arising out of the construction of the Driveway Improvements.

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SECTION 3

ACCESS EASEMENT USE

- A. The right to use the Access Easement Area may be extended by Damen to its grantees and lessees and its grantee's lessees, customers, employees, suppliers, contractors, business invitees and other persons having contact with the activities being conducted on the Damen Tract; provided, however, Damen shall use all reasonable efforts to preclude the use of the Access Easement Area by trucks and/or other heavy vehicles other than those providing normal deliveries to the occupant of the Damen Tract.
- B. No fence or other barrier shall be erected or permitted within or across the Access Easement Area which would prevent or obstruct the passage of pedestrian or vehicular travel; provided, however, that the foregoing shall not prohibit the temporary erection of barricades which are reasonably necessary for security and/or safety purposes in connection with the construction, reconstruction, repair and maintenance of improvements, including the Access Easement Area, on the Target Tract, it being agreed by the parties however, that all such work shall be conducted in the most expeditious manner reasonably possible to minimize any interference with the use of the Access Easement Area by Damen.
- C. No more than two (2) curb-cuts shall be constructed, maintained or used by Damen between the Access Easement Area and the Damen Tract and, unless consent by Target is given, such curb-cut widths shall not exceed thirty (30) feet. The curb-cuts shall be located in the place shown therefor on the Site Plan.
- D. Target reserves the right to close off the Access Easement Area for such reasonable period of time as may be legally necessary to prevent the acquisition of prescriptive rights by anyone; provided, however, that prior to taking such action Target shall give written notice to Damen of Target's intention to do so and, to the extent reasonably possible, the parties shall coordinate such closing so that the interruption in the use and enjoyment of the Access Easement Area is kept to a minimum.
- E. Target shall maintain all paved surfaces within the Access Easement Area in a smooth, clean, orderly, safe and good state of repair condition, and Target further agrees to provide a reasonable adequate lighting system on the Target Tract to keep the Access Easement Area fully illuminated each day from dusk to at least 10:00 P.M. local time.
- F. If all or any portion of the Access Easement Area is taken by or under threat of condemnation by any duly constituted governmental authority, any condemnation award or payment attributable to the value of the land so taken shall be payable to the owner of the Target Tract; provided, however, that if a separate claim can be filed for the taking of any other property interest existing pursuant to this Agreement which does not reduce or diminish the amount paid to the owner of the Target Tract, then the owner of such other property interest shall have the right to seek an award for the taking thereof.

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SECTION 4

GRANT OF SIGNAGE EASEMENT

A. Damen hereby grants and conveys to Target, its successors and assigns as the owner of the Target Tract, a perpetual easement for the construction, reconstruction, replacement, operation, maintenance and repair of a sign structure, including the right and privilege to place thereon or affix thereto identification panels (all such attachments shall hereafter be called "Panels"), over, under, upon and across that portion of the Damen Tract identified on the Site Plan as the "Target Sign Area," together with reasonable access over, under, upon, through and across the Damen Tract to install, replace, maintain, repair and operate a separate utility line in order to provide such sign structure and Panels with power. The foregoing easement, together with the rights included therewith, shall be for the benefit of and appurtenant to the Target Tract and shall be binding on, enforceable against and burden the Damen Tract. Target shall have the right to release this grant of easement, and upon such release Target shall remove the sign structure and the Panels and thereafter have no further rights, duties or responsibilities with respect to the Target Sign Area.

B. Target agrees that any sign structure constructed on the Damen Tract shall comply with all applicable laws, codes, statutes, permits and regulations of the City of Chicago including, specifically, Business Planned Development No. _____. Target also agrees that, in exercising any of its easement right hereunder, it shall not unreasonably interfere with the business of any occupant of the Damen Tract, and Target agrees to repair and restore any damage to the Damen Tract and any improvements located thereon arising out of or resulting from any construction activities performed or authorized by the owner of the Target Tract.

C. Target shall, at its own expense, maintain and repair the sign structure, including any Panels attached thereto. In the event the Target Sign Area is taken by condemnation, the owner of the Damen Tract shall designate a replacement Target Sign Area with comparable visibility as close to the original location as reasonably possible. Target shall be entitled to receive any condemnation award paid relating to the sign structure and any Panels attached thereto, including any relocation benefits and, at its election, Target may cause a new sign structure to be constructed on the replacement Target Sign Area; provided, however, that any new sign structure on the replacement Target Sign Area shall not interfere with the visibility or operation of any improvements located on the Damen Tract.

SECTION 5

MISCELLANEOUS

A. This Agreement contains the entire agreement relating to the subject matter hereof and any prior agreements relative hereto which are not contained herein are terminated. This Agreement may not be amended orally but only by a writing duly executed by the then owners of the Target Tract and the Damen Tract and duly recorded in the office of the Recorder of Deeds of Cook County, Illinois. Any alleged amendment which is not so documented and recorded shall not be effective.

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B. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain between the parties as expressed herein, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

C. This Agreement is not intended, and shall not be construed (i) as a dedication to the public of any interests in the Target Tract or the Damen Tract, (ii) to give any member of the public, or any party other than as provided herein, any right whatsoever herein or therein, or (iii) to require any consent or other action of any other party other than as expressly provided herein to any amendment to or waiver of any provision of this Agreement.

D. Each of the undersigned hereby warrants and represents that (i) it has full right, power and authority to execute and deliver this Agreement on behalf of the party indicated, (ii) this Agreement has been duly executed and delivered on behalf of the party indicated, and (iii) this Agreement constitutes the valid and binding agreement of the party so indicated.

E. If either party brings an action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorney's fees and court costs, in addition to any other relief granted.

F. The provisions of this Agreement shall be binding upon and inure to the benefit of the signatories hereto and the successors and assigns of each party who become owners, respectively, of the Access Easement Area and the Damen Tract; provided, however, that any liability or obligation of an owner hereunder as to future events shall terminate upon the transfer of such ownership interest and the assumption in writing by the transferee of the obligations of the transferring party set forth herein.

G. It is expressly understood and agreed that each party hereto does not assume any liability for the negligent acts of any other party, its agents, servants, successors and assigns as it relates to the construction, operation and/or maintenance of the Access Easement Area. Any party found responsible for any property or bodily injury by any court of competent jurisdiction shall indemnify, protect and hold harmless each other party from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatever nature. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the termination of this Agreement, whether by expiration of time, by operation of law, or otherwise.

H. All notices, demands, requests and other communications under this Agreement shall be in writing and shall be served either by (i) hand delivery; (ii) a nationally-recognized overnight delivery service; or (iii) with proof of receipt to the party to whose attention it is directed or when such party refuses to accept receipt of sent, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows:

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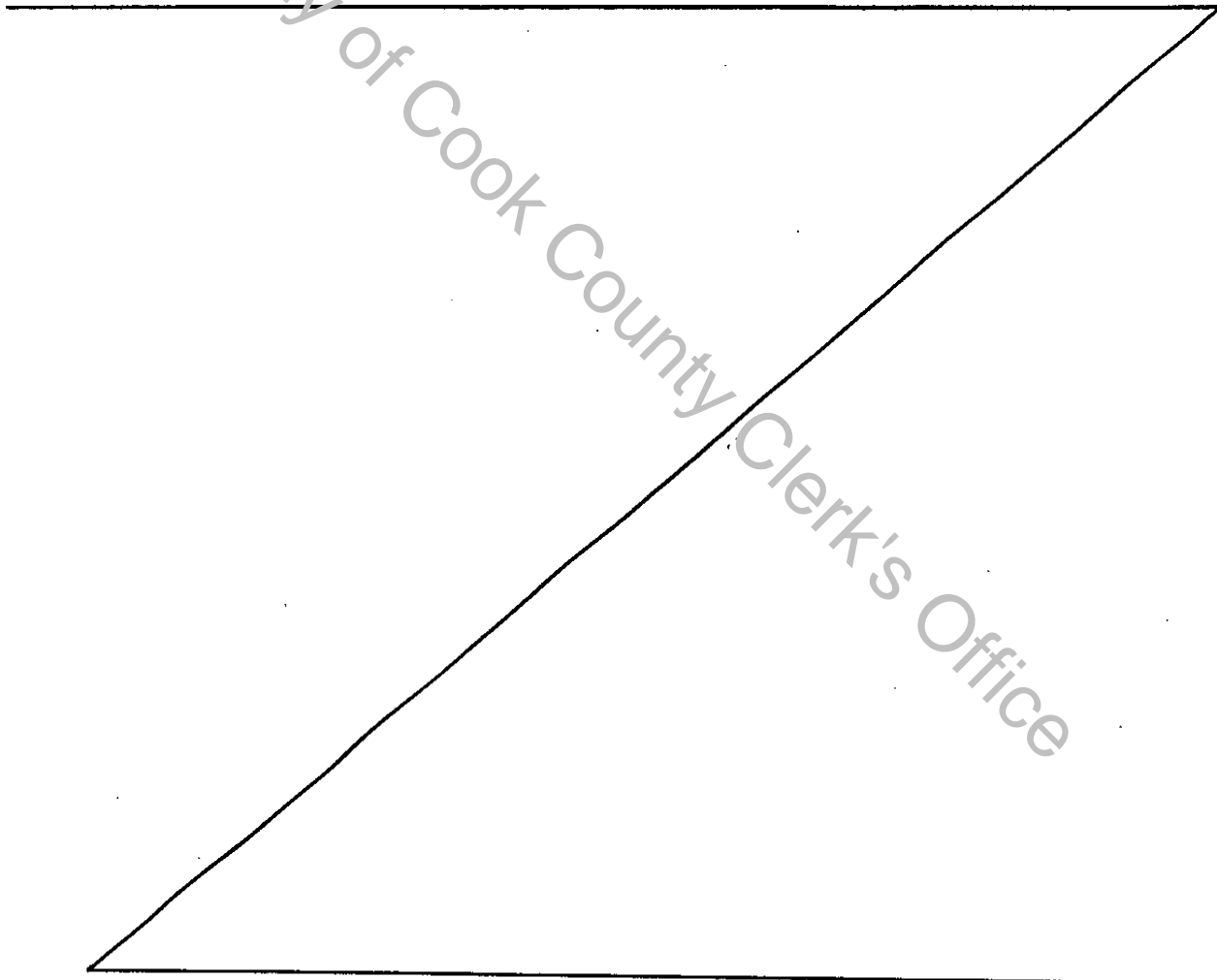
If intended for Target:

Target Corporation
Target Stores – Real Estate
Attn: Property Administration
Target Plaza North
1000 Nicollet Mall
Minneapolis, Minnesota 55403

If intended for Damen:

Damen Development L.L.C.
c/o The Harlem Irving Companies, Inc.
4104 North Harlem Avenue
Norridge, Illinois 60706
Attn: Mr. Richard Filler

or to such other address or to such other party which either party entitled to receive notice hereunder designates to the other party in writing by a notice duly given hereunder; and all such



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notices shall be deemed to be received on the date of actual receipt thereof by the intended recipient or the date the intended recipient first refuses delivery.

I. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

J. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

DAMEN DEVELOPMENT, L.L.C.

TARGET CORPORATION

By: The Harlem Irving Companies, Inc.

By: 

By: 
Name: Donald W. Bailey
Title: Vice President

Name: **Scott A. Nelson**
Title: **Vice President**
REAL ESTATE

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

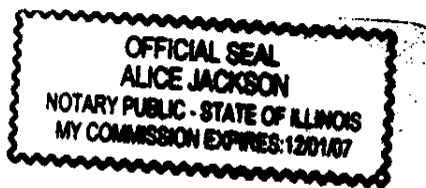
The foregoing instrument was acknowledged before me this 20th day of August, 2004, by Donald W. Bentley the vice president of The Harlem Irving Companies, Inc., an Illinois corporation, on behalf of Damen Development, L.L.C.

Alice Jackson

Notary Public

My commission expires:

12-01-07



STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 23rd day of August, 2004, by Scott Nelson the Vice President of Target Corporation, a Minnesota corporation, on behalf of the corporation.

Teresa M. Manthie

Notary Public



My commission expires:

1/31/08

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EXHIBIT A

LEGAL DESCRIPTION OF TARGET TRACT

PARCEL 1

LOTS 26, 27, 28, 29, 30, 31, 32, 33, 34 AND A PART OF LOT 35 IN J. P. WILLARD'S SUBDIVISION OF THE WEST HALF OF BLOCK 5, LOTS 17 TO 22 INCLUSIVE, LOT 34 AND PART OF LOTS 16 AND 35 OF HERRICK STEVENS SUBDIVISION OF THE EAST HALF OF BLOCK 5, LOTS 1, 2, 4, 5, 6 IN THE RESUBDIVISION OF PART OF THE EAST HALF OF BLOCK 5 TOGETHER WITH VACATED STREET AND ALLEY LYING BETWEEN SAID LOTS ALL IN CANAL TRUSTEES SUBDIVISION OF THE EAST HALF OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE ALLEY IN J. P. WILLARD'S SUBDIVISION OF THE WEST HALF OF BLOCK 5 IN CANAL TRUSTEES SUBDIVISION OF THE EAST HALF OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WITH THE NORTH LINE OF WEST 33RD STREET; THENCE NORTH ALONG THE EAST LINE OF SAID ALLEY A DISTANCE OF 250 FEET; THENCE EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF WEST 33RD STREET, A DISTANCE OF 459.06 FEET TO THE WEST LINE OF SOUTH WOLCOTT STREET, THENCE SOUTH ALONG THE WEST LINE OF SOUTH WOLCOTT STREET 63.87 FEET TO AN ANGLE IN SAID STREET; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID SOUTH WOLCOTT STREET, A DISTANCE OF 284.68 FEET TO THE NORTH LINE OF WEST 33RD STREET; THENCE WEST ALONG THE NORTH LINE OF WEST 33RD STREET, A DISTANCE OF 244.20 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2

LOTS 14 TO 25, BOTH INCLUSIVE IN WILLARD'S SUBDIVISION OF THE WEST HALF OF BLOCK 5 IN CANAL TRUSTEES SUBDIVISION IN THE EAST HALF OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3

LOTS 1 TO 13 INCLUSIVE TAKEN AS A TRACT EXCEPTING FROM SAID TRACT THE NORTH 33 FEET THEREOF IN J. P. WILLARD'S SUBDIVISION OF THE WEST HALF OF BLOCK 5 IN CANAL TRUSTEES SUBDIVISION OF THE EAST HALF OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 4

A PARCEL OF LAND COMPRISING ALL OF LOTS 36 TO 42 INCLUSIVE TOGETHER WITH PARTS OF LOTS 35 AND 43 ALL IN J. P. WILLARD'S SUBDIVISION OF THE WEST HALF OF BLOCK 5, ALSO ALL OF LOTS 9 TO 15 INCLUSIVE ALL OF LOTS 36 TO 42 INCLUSIVE TOGETHER WITH PART OF LOTS 8, 16, 35, AND 43 ALL IN HERRICK STEVENS SUBDIVISION OF THE EAST HALF OF SAID BLOCK 5, ALSO THAT PART OF THE VACATED STREET AND VACATED ALLEY LYING BETWEEN SAID LOTS AND PARTS THEREOF ALL IN CANAL TRUSTEES SUBDIVISION OF THE EAST HALF OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PARCEL OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE ALLEY IN SAID J. P. WILLARD'S SUBDIVISION WITH A LINE 250 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF WEST 33RD STREET AND RUNNING THENCE NORTH ALONG SAID EAST LINE OF ALLEY, A DISTANCE OF 200 FEET TO ITS INTERSECTION WITH A LINE 450 FEET NORTH OF AND PARALLEL TO SAID NORTH LINE OF WEST 33RD STREET; THENCE EAST ALONG THE LAST ABOVE MENTIONED PARALLEL LINE, A DISTANCE OF 459.06 FEET TO THE WEST LINE OF SOUTH WOLCOTT STREET; THENCE SOUTH ALONG SAID WEST LINE OF SOUTH WOLCOTT STREET, A DISTANCE OF 200 FEET TO ITS INTERSECTION WITH THE LAST MENTIONED PARALLEL LINE IN THIS DESCRIPTION AND THENCE WEST ALONG THE PARALLEL LINE, A DISTANCE 459.06 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5A

A PARCEL OF LAND COMPRISING LOTS 6, 7, 44 AND 45 AND PARTS OF LOTS 5, 8, 43 AND 46, AND PART OF VACATED ALLEY ADJOINING SAID LOTS, IN HERRICK STEVEN'S SUBDIVISION OF THE EAST HALF OF BLOCK 5 AND ALL OF LOTS 44 AND 45, AND PARTS OF LOTS 43,46,47, 48,49 AND 50 IN WILLARD'S SUBDIVISION OF THE WEST HALF OF BLOCK 5, TOGETHER WITH PARTS OF VACATED WINCHESTER AVENUE AND OF 32ND STREET, ALL IN CANAL TRUSTEES' SUBDIVISION OF THE EAST HALF OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PARCEL OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 66 FEET IN WIDTH, THE SOUTH LINE THEREOF BEING A LINE 450 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF WEST 33RD STREET, SAID STRIP BEING BOUNDED ON THE EAST BY SOUTH WOLCOTT STREET AND ON THE WEST BY THE 15 FOOT ALLEY RUNNING NORTH AND SOUTH THROUGH WILLARD'S SUBDIVISION OF BLOCK 5 AFORESAID (EXCEPTING FROM THE AFORESAID STRIP OF LAND THE NORTH HALF OF THE EAST 250.00 FEET THEREOF).

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A PERPETUAL NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE FOLLOWING LAND, AS CREATED BY DEED BETWEEN THE O.K. TRUCKING COMPANY AND WINTZ PROPERTIES, INC., DATED MARCH 8, 1993 AND RECORDED MARCH 23, 1993 AS DOCUMENT 93214706:

THE NORTH HALF OF THE EAST 250.00 FEET OF THE FOLLOWING DESCRIBED REAL ESTATE IN COOK COUNTY, ILLINOIS:

A PARCEL OF LAND COMPRISING LOTS 6, 7, 44, 45 AND PARTS OF LOTS 5, 8, 43, AND 46 AND PART OF VACATED ALLEY ADJOINING SAID LOTS IN HERRICK STEVENS SUBDIVISION OF THE EAST HALF OF BLOCK 5 AND ALL OF LOTS 44 AND 45, AND PARTS OF LOTS 43, 46, 47, 48, 49 AND 50 IN WILLARD'S SUBDIVISION OF THE WEST HALF OF BLOCK 5 TOGETHER WITH PARTS OF VACATED WINCHESTER AVENUE AND OF VACATED WEST 32ND STREET, ALL IN CANAL TRUSTEES SUBDIVISION OF THE EAST HALF OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PARCEL OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 66 FEET IN WIDTH THE SOUTH LINE THEREOF BEING A LINE 450 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF WEST 33RD STREET, SAID STRIP BEING BOUNDED ON THE EAST BY SOUTH WOLCOTT STREET AND ON THE WEST BY THE 15 FOOT ALLEY RUNNING NORTH AND SOUTH THROUGH WILLARD'S SUBDIVISION OF BLOCK 5 AFORESAID.

UNOFFICIAL COPY**PARCEL 2A:**

THE WEST 51.00 FEET OF LOTS 46 To 50, BOTH INCLUSIVE, AND TAKEN AS ONE TRACT, IN WILLARD'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 5 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; EXCEPTING FROM THE ABOVE DESCRIBED TRACT OF LAND THAT PART THEREOF LYING NORTH OF A LINE DRAWN 33.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE AFORESAID LOT 50; AND ALSO EXCEPTING THEREFROM THAT PART THEREOF LYING SOUTH OF A LINE 516.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 26 IN THE AFORESAID WILLARD'S SUBDIVISION, SAID SOUTH LINE BEING ALSO THE NORTH LINE OF WEST 33RD STREET; IN COOK COUNTY, ILLINOIS.

PARCEL 2B:

THE NORTH 33.00 FEET OF THE WEST 51.00 FEET OF LOTS 49 AND 50, TAKEN AS ONE TRACT; TOGETHER WITH THE WEST 51.00 FEET OF THAT PART OF WEST 32ND STREET VACATED PER DOCUMENT NUMBER 11127072, NORTH OF AND ADJOINING THE NORTH LINE OF THE AFORESAID LOT 50, LYING EAST OF THE NORTHERLY EXTENSION OF THE WEST LINE OF THE AFORESAID LOTS 49 AND 50; ALL IN WILLARD'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 5 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; IN COOK COUNTY, ILLINOIS,

PARCEL 2C:

THE NORTH 33.00 FEET OF LOTS 1 AND 2, TAKEN AS ONE TRACT, IN WILLARD'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 5 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; IN COOK COUNTY, ILLINOIS.

PARCEL 2D:

THE NORTH 1/2 OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE EAST 250.00 FEET OF A STRIP OF LAND, 66.00 FEET IN WIDTH, LYING IN THE FOLLOWING DESCRIBED TRACT OF LAND:

LOTS 5 TO 8, BOTH INCLUSIVE; LOTS 43 TO 46, BOTH INCLUSIVE; AND THE 15-FOOT NORTH AND SOUTH ALLEY, VACATED PER DOCUMENT NUMBER 11127072, WEST OF AND ADJOINING THE WEST LINE OF THE AFORESAID LOTS 43 TO 46; ALL IN HERRICK STEVEN'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 5 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THE SOUTH LINE OF THE AFORESAID STRIP OF LAND BEING A LINE DRAWN 450.00 FEET NORTH OF AND

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PARALLEL WITH THE SOUTH LINE OF LOTS 25 AND 26 IN THE AFORESAID HERRICK STEVEN'S SUBDIVISION, SAID SOUTH LINE OF LOTS 25 AND 26 BEING ALSO THE NORTH LINE OF WEST 33RD STREET; AND THE EAST LIMIT OF THE AFORESAID STRIP OF LAND BEING THE EAST LINE OF THE AFORESAID LOTS 43 TO 46;

IN COOK COUNTY, ILLINOIS.

PARCEL 2E:

THAT PART OF BLOCKS 1 AND 2 IN WALKER AND WESTON'S SUBDIVISION OF BLOCK 4 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDING VACATED STREETS AND ALLEYS, LYING WITHIN THE FOLLOWING DESCRIBED TRACT OF LAND:

BEGINNING AT A POINT ON THE EAST LINE OF LOT 38 IN BLOCK 1, 20 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE NORTHWESTERLY TO A POINT ON THE SOUTH LINE OF LOT 39 IN BLOCK 1, 20 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE WEST ALONG THE SOUTH LINE OF LOT 39 AND SAID LINE EXTENDED WEST, ALONG THE SOUTH LINE OF LOT 18 IN BLOCK 1, AND SAID LINE EXTENDED WEST, AND ALONG THE SOUTH LINES OF LOTS 39 AND 18, AND EXTENSIONS THEREOF, IN BLOCK 2, TO A POINT ON THE SOUTH LINE OF LOT 18 IN BLOCK 2, SAID POINT BEING 23.11 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 18; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TO A POINT ON THE SOUTH LINE OF LOT 28 IN BLOCK 2, ALSO BEING THE SOUTH LINE OF BLOCK 2, SAID POINT BEING 11.58 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 28; THENCE EAST ALONG THE SOUTH LINE OF SAID BLOCK 2, TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 66 FEET EAST OF THE EAST LINE OF LOTS 1 TO 25, INCLUSIVE, IN J. P. WILLARD'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 5 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 33.65 FEET; THENCE EAST ALONG A LINE 696 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF WEST 33RD STREET, TO ITS INTERSECTION WITH THE EAST LINE OF SAID BLOCK 1; THENCE NORTH ALONG SAID EAST LINE OF BLOCK 1 TO THE POINT OF BEGINNING

(EXCEPT FROM SAID TRACT THAT PART DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER THEREOF, AND RUNNING THENCE EAST ALONG THE NORTH LINE THEREOF, 21.44 FEET; THENCE SOUTH 1 DEGREE, 30 MINUTES, 57 SECONDS EAST, 17.64 FEET; THENCE SOUTH 87 DEGREES, 56 MINUTES, 27 SECONDS WEST, 22.24 FEET TO A POINT ON THE WEST LINE OF SAID TRACT, 17.68 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE NORTH ALONG SAID WEST LINE TO SAID NORTHWEST CORNER, AND THE POINT OF BEGINNING; WHICH WAS CONVEYED TO THE STATE OF ILLINOIS BY WARRANTY DEED RECORDED AS DOCUMENT 96495527);

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IN COOK COUNTY, ILLINOIS.

PARCEL 2F:

A PARCEL OF LAND COMPRISED OF A PART OF LOTS 27 AND 28 IN BLOCK 1, LOTS 29 AND 30 IN BLOCK 2, TOGETHER WITH A PART OF VACATED SOUTH WINCHESTER AVENUE BETWEEN SAID BLOCKS 1 AND 2, AND A PART OF VACATED WEST 32ND STREET SOUTH OF SAID BLOCKS 1 AND 2, ALL IN WALKER AND WESTON'S SUBDIVISION OF BLOCK 4 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO A PART OF LOTS 1 TO 5, INCLUSIVE, IN HERRICK STEVEN'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 5 IN SAID CANAL TRUSTEES' SUBDIVISION, AND ALSO A PART OF LOTS 46 TO 50, INCLUSIVE, IN J. P. WILLARD'S SUBDIVISION OF THE WEST 1/2 OF SAID BLOCK 5; TOGETHER WITH A PART OF SAID VACATED SOUTH WINCHESTER AVENUE LYING BETWEEN SAID LOTS 1 TO 5, INCLUSIVE, AND LOTS 46 TO 50, INCLUSIVE; WHICH PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE PARALLEL TO AND 200 FEET WEST OF THE WEST LINE OF SOUTH WOLCOTT STREET (FORMERLY LINCOLN STREET) WITH A LINE PARALLEL TO AND 516 FEET NORTH OF THE NORTH LINE OF WEST 33RD STREET, AND RUNNING THENCE WEST ALONG THE LAST ABOVE-MENTIONED PARALLEL LINE, A DISTANCE OF 208.06 FEET TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 66 FEET EAST OF THE EAST LINE OF LOTS 1 TO 25, INCLUSIVE, IN SAID J. P. WILLARD'S SUBDIVISION; THENCE NORTH ALONG THE LAST ABOVE-MENTIONED PARALLEL LINE AND ITS NORTHERLY EXTENSION, A DISTANCE OF 180 FEET TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 696 FEET NORTH OF SAID NORTH LINE OF WEST 33RD STREET; THENCE EAST ALONG THE LAST ABOVE-MENTIONED PARALLEL LINE, A DISTANCE OF 208.06 FEET TO ITS INTERSECTION WITH SAID LINE THAT IS PARALLEL TO AND 200 FEET WEST OF THE WEST LINE OF SOUTH WOLCOTT STREET (FORMERLY LINCOLN STREET); THENCE SOUTH ALONG THE LAST ABOVE-MENTIONED PARALLEL LINE, A DISTANCE OF 180 FEET TO THE POINT OF BEGINNING;

IN COOK COUNTY, ILLINOIS.

PARCEL 2G:

A PARCEL OF LAND COMPRISED OF LOTS 47 TO 50, INCLUSIVE, PART OF LOTS 1 TO 4, INCLUSIVE, PART OF LOTS 5 AND 46, AND THE VACATED ALLEY LYING BETWEEN SAID LOTS AND PARTS OF LOTS, ALL IN HERRICK STEVENS' SUBDIVISION OF THE EAST 1/2 OF BLOCK 5; ALSO LOT 29 AND PART OF LOTS 27, 29 AND 30, TOGETHER WITH THE VACATED ALLEY LYING BETWEEN SAID LOTS AND PARTS OF LOTS, IN BLOCK 1 OF WALKER AND WESTON'S SUBDIVISION OF

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BLOCK 4; ALSO, THAT PART OF VACATED WEST 32ND STREET LYING BETWEEN SAID BLOCKS; ALL IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PARCEL OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SOUTH WOLCOTT STREET (FORMERLY LINCOLN STREET) WITH A LINE 516 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF WEST 33RD STREET, AND RUNNING THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 200 FEET; THENCE NORTH, PARALLEL WITH THE WEST LINE OF SOUTH WOLCOTT STREET, A DISTANCE OF 180 FEET; THENCE EAST, PARALLEL WITH THE NORTH LINE OF SAID WEST 33RD STREET, 200 FEET TO THE WEST LINE OF SOUTH WOLCOTT STREET; THENCE SOUTH 180 FEET TO THE PLACE OF BEGINNING;

IN COOK COUNTY, ILLINOIS.

EXCLUDING, HOWEVER, THE FOLLOWING DESCRIBED PROPERTY:

LOTS 20 TO 25, INCLUSIVE, TOGETHER WITH PARTS OF LOTS 19 AND 26 TO 32, INCLUSIVE, TOGETHER WITH THE 15 FOOT PUBLIC ALLEY LYING EAST OF AND ADJOINING SAID LOTS 19 TO 25 AND WEST OF AND ADJOINING SAID LOTS 26 TO 32, IN J.P. WILLARD'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 5 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 25, THENCE NORTH, ALONG THE WEST LINE OF SAID LOTS 19 TO 25, A DISTANCE OF 174.62 FEET; THENCE EAST, ALONG A LINE 174.62 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF WEST 33RD STREET, 225.24 FEET; THENCE SOUTH, PERPENDICULAR TO THE NORTH LINE OF WEST 33RD STREET, 174.62 FEET TO SAID NORTH LINE, BEING ALSO THE SOUTH LINE OF SAID LOT 25; THENCE WEST, ALONG SAID NORTH LINE, BEING ALSO THE SOUTH LINE OF SAID LOT 26 AND ITS WESTERLY EXTENSION AND THE SOUTH LINE OF SAID LOT 25, A DISTANCE OF 225.70 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

17-31-200-040
 17-31-201-020
 17-31-207-034
 17-31-207-038
 17-31-207-040
 17-31-208-012
 17-31-208-013
 17-31-208-016

17-31-207-029, 030, 036, 039, 041
 17-31-208-008, 009, 015, 016, 017

ADDRESS: 3210 S. Wolcott
 * 1940 W. 33RD ST
 CHICAGO, IL 60608

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EXHIBIT B

LEGAL DESCRIPTION OF DAMEN TRACT

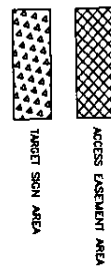
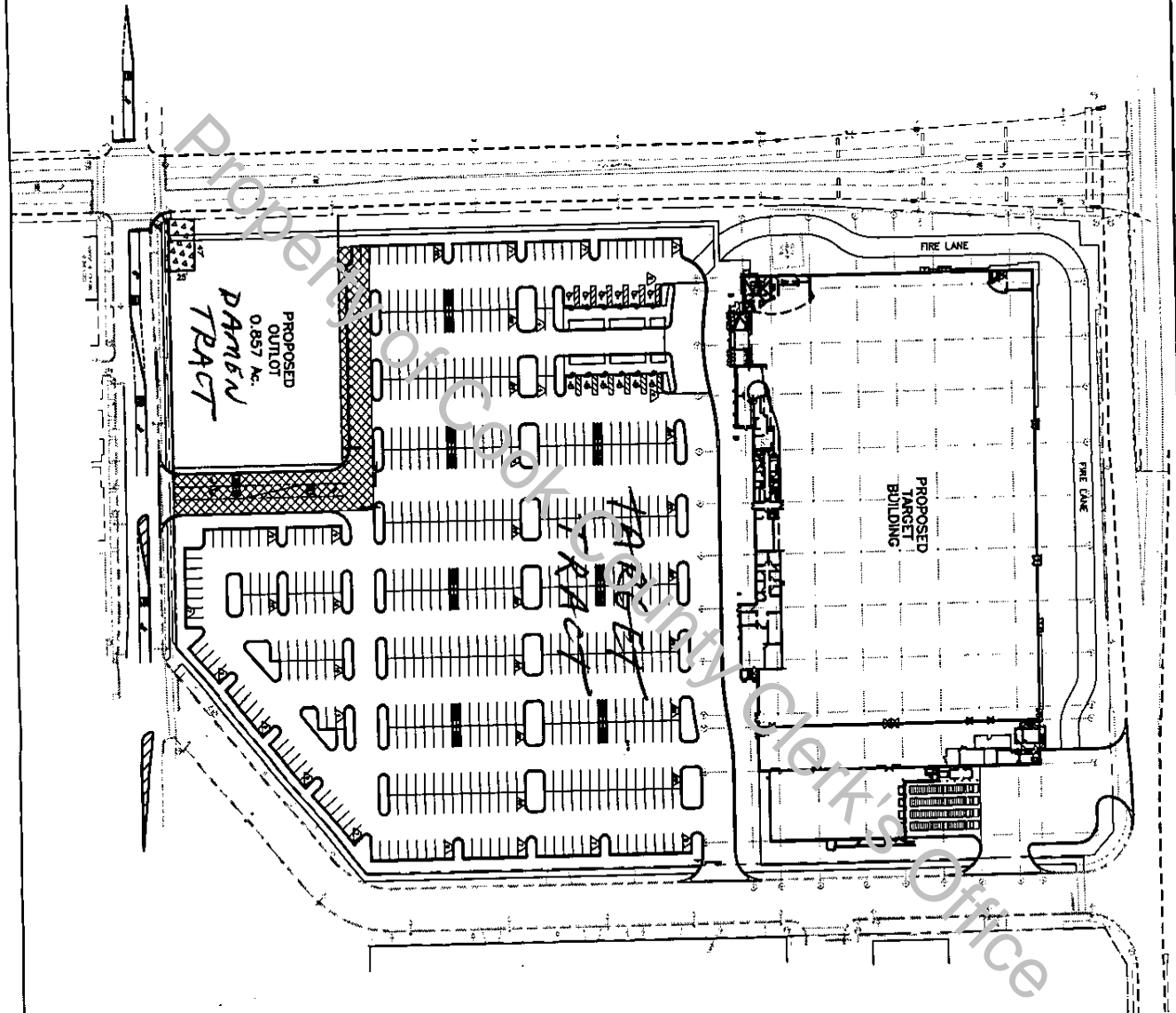
LOTS 20 TO 25, INCLUSIVE, TOGETHER WITH PARTS OF LOTS 19 AND 26 TO 32, INCLUSIVE, TOGETHER WITH THE 15 FOOT PUBLIC ALLEY LYING EAST OF AND ADJOINING SAID LOTS 19 TO 25 AND WEST OF AND ADJOINING SAID LOTS 26 TO 32, IN J.P. WILLARD'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 5 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 25, THENCE NORTH, ALONG THE WEST LINE OF SAID LOTS 19 TO 25, A DISTANCE OF 174.62 FEET; THENCE EAST, ALONG A LINE 174.62 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF WEST 33RD STREET, 225.24 FEET; THENCE SOUTH, PERPENDICULAR TO THE NORTH LINE OF WEST 33RD STREET, 174.62 FEET TO SAID NORTH LINE, BEING ALSO THE SOUTH LINE OF SAID LOT 26; THENCE WEST, ALONG SAID NORTH LINE, BEING ALSO THE SOUTH LINE OF SAID LOT 26 AND ITS WESTERLY EXTENSION AND THE SOUTH LINE OF SAID LOT 25, A DISTANCE OF 225.70 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

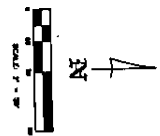
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EXHIBIT C

SITE PLAN



LEGEND



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CHICAGO MCKINLEY PARK TARGET STORE
 W. 33rd STREET & S. DAMEN AVENUE
 SHARED ACCESS EXHIBIT

DATE:	6/21/04
DESIGNED BY:	TJS
DRAWN BY:	KSB
REVISIONS	
6/19/04	

1
 SHEET 2420

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EXHIBIT D

LEGAL DESCRIPTION OF ACCESS EASEMENT AREA

THAT PART OF LOTS 18 TO 33, INCLUSIVE, TOGETHER WITH THE 15 FOOT PUBLIC ALLEY LYING EAST OF AND ADJOINING SAID LOTS 18 TO 25 AND WEST OF AND ADJOINING SAID LOTS 26 TO 33, IN J.P. WILLARD'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 5 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH SOUTH WINCHESTER AVENUE VACATED BY ORDINANCE RECORDED AUGUST 11, 1932 AS DOCUMENT NUMBER 11127072, ALL TAKEN AS A TRACT AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 26 AFORESAID, SAID LINE BEING ALSO THE NORTH LINE OF WEST 33RD STREET, 233.70 FEET EAST OF THE SOUTHWEST CORNER OF LOT 25 AFORESAID; THENCE NORTH, PERPENDICULAR TO SAID NORTH LINE OF WEST 33RD STREET, 169.62 FEET TO THE POINT OF CURVATURE; THENCE NORTHWESTERLY, 7.85 FEET, ALONG THE ARC OF A CIRCLE, CONVEX NORTHEASTERLY, HAVING A RADIUS OF 5.00 FEET, TO THE POINT OF TANGENCY WITH A LINE DRAWN 174.62 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF WEST 33RD STREET AFORESAID; THENCE WEST, ALONG SAID PARALLEL LINE, 179.00 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 25.00 FEET; THENCE EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF WEST 33RD STREET AFORESAID, 219.00 FEET, THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 199.62 FEET TO THE NORTH LINE OF WEST 33RD STREET AFORESAID; THENCE WEST, ALONG SAID NORTH LINE, 35.00 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.