



Doc#: 0502104291
Eugene "Gene" Moore Fee: \$46.00
Cook County Recorder of Deeds
Date: 01/21/2005 12:11 PM Pg: 1 of 12

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Doc#: 0416933254
Eugene "Gene" Moore Fee: \$44.00
Cook County Recorder of Deeds
Date: 06/17/2004 01:44 PM Pg: 1 of 11

ACCESS EASEMENT

THIS ACCESS EASEMENT ("Easement") is made as of the 16th day of June, 2004, by and between TRITON YARD, LLC, an Illinois limited liability company ("Grantor") and COMMONWEALTH EDISON COMPANY, an Illinois corporation ("Grantee").

RECITALS:

A. Grantor is the owner of that certain land located in the County of Cook, State of Illinois described more particularly on Exhibit A attached hereto and made a part hereof (the "Grantor's Property") upon which is located the area described on Exhibit B attached hereto and made a part hereof (the "Easement Area").

B. Grantee is the owner of (or owns or holds certain rights to) that certain land located in the County of Cook, State of Illinois, which is more particularly described on Exhibit C attached hereto and made a part hereof (the "Benefited Parcel"; the Easement Area and the Benefited Parcel are sometimes collectively referred to herein as the "Parcels" and individually as a "Parcel").

C. Grantor desires to grant to Grantee, and Grantee desires to receive from Grantor, an easement upon, over, across and along the Easement Area for purposes of pedestrian and vehicular access, ingress and egress at any and all times to, from and between the Benefited Parcel and to and from any and all streets, roadways and highways adjacent to the Easement Area, all upon the terms, provisions and conditions set forth in this Easement.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00), the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Grantee and Grantor hereby agree as follows:

1. Grant of Easement. Grantor does hereby grant and convey to Grantee and Grantee's agents, contractors, tenants, licensees, lessees, guests, invitees, grantees, employees, representatives, successors (including, without limitation, any and all successors to Grantee in title to the Benefited Parcel) and assigns (collectively, the "Grantee Parties"), a non-exclusive, perpetual right and easement (which easement shall be appurtenant to the Benefited Parcel) upon, over, through, across and along the Easement Area for the purposes of pedestrian and vehicular access, ingress and egress at any and all times to, from and between the Benefited Parcel and to and from any and all streets, roadways, paths, driveways and highways located at any time adjacent to the Easement Area. Each and all of the rights, privileges and easements conferred upon the Grantee Parties pursuant to this Easement (including, without limitation, the right to gain access to, through and over the Easement Area) may be exercised by the Grantee Parties from time to time and at any time without any notice (prior or subsequent) to Grantor.

1 of 2
8725 290 Park
* This document is being re-recorded to replace Exhibit B which contained a scrivener error.

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2. Additional Rights of Grantee. In the event that an emergency, hazardous condition or other event beyond the reasonable control of Grantee shall from time to time occur (including, without limitation, fire or other casualty, strikes, acts of God and actions of law enforcement authorities) which results in the full or partial closure of the roadways, driveways, paths, streets or other areas (or any portion thereof) used for access, ingress and egress by the Grantee Parties on and over the Easement Area, then (in addition to, and not in lieu of, the Grantee Parties' rights and easements described in Paragraph 1 above), the Grantee Parties shall have the right, during the continuance of any such closure, to gain emergency vehicular and pedestrian ingress, egress and access over any portion of Grantor's Property as required by Grantee to gain access to the Benefited Parcel; provided, however, the foregoing shall not prevent Grantor from improving Grantor's Property. Such right of ingress and egress may be exercised by Grantee without prior notice to Grantor, but shall be exercised in a manner that avoids undue interference with Grantor's operations conducted on Grantor's Property. It is the intention of the parties that the rights of use set forth in this Paragraph 2 shall be deemed to have vested upon the execution and delivery of this Easement by each of the parties hereto. If the rights or easements granted herein, or any of them, shall be unlawful, void or voidable for violation of the rule against perpetuities, or any other statutory or common law rule imposing time limits, then any such rights and/or easements shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of President George W. Bush.

3. Maintenance; Use of Grantor's Property. Grantee shall not be responsible for maintaining or repairing any portion of the Grantor's Property (including, without limitation, the Easement Area) or any of the costs or expenses thereof. Grantor shall at all times, at Grantor's sole cost and expense, keep and maintain the Easement Area in a manner consistent with the use and occupancy thereof by the Grantee Parties for the purposes specified in this Easement. In the event that (a) Grantor fails to maintain the Easement Area in the condition required hereby, (b) Grantee provides notice of such failure to Grantor, and (c) Grantor fails to maintain and repair the Easement Area within twenty (20) days after the date of receipt of such notice from Grantee, then Grantee shall have the right (but not the obligation) to perform such maintenance and to charge Grantor for all costs and expenses thereof, and (i) any such costs and expenses so paid by Grantee shall bear and accrue interest from and after the date of Grantee's demand therefor at the rate of four percent (4%) over the Corporate Base Rate of Interest (as announced by Citibank, N.A. (or its successors) from time to time), and (ii) Grantor shall reimburse Grantee within thirty (30) days after receiving invoices for any such costs and expenses borne by Grantee (plus interest, as described in clause (i) above). In no event shall Grantor or any of its agents, contractors, tenants, licensees, guests, invitees, employees, representatives, successors and assigns (including, without limitation, any and all successors in title to the Easement Area) (collectively, the "Grantor Parties") damage, obstruct, disrupt or otherwise interfere with the Easement Area or the use or occupancy thereof by any Grantee Party. No Grantor Party shall use or occupy the Easement Area, nor grant or confer upon any other person or entity any right to use or occupy the Easement Area, for any purpose which is inconsistent with Grantee's use thereof for the purposes specified in this Easement. No building, structure (other than road, driveway or sidewalk improvements) or obstruction of any kind shall be placed, erected or used by any Grantor Party on the Easement Area. Notwithstanding anything to the contrary contained in this Easement: (i) Grantor shall ensure that free and open access exists over the Easement Area at all times to, from and between the Benefited Parcel and all roadways, streets, paths, driveways and highways located adjacent to the Easement Area, and (ii) in no event shall any Grantor Party obstruct or interfere with (or cause, suffer or permit the obstruction of or interference with) the rights and privileges conferred upon the Grantee Parties pursuant to this Easement.

4. Covenants Running With the Land. The terms, conditions, rights and easements contained herein shall be covenants running with the land and shall be perpetual. This Easement shall be

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recorded against the Grantor's Property, and the terms and conditions contained herein shall bind, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns (including, without limitation, the respective successors in title to Grantee and Grantor to the Benefited Parcel and the Easement Area). The rights of use described in Paragraph 1 hereof shall extend to the Grantee Parties.

5. Notices. Whenever notice is required to be given pursuant to this Easement, the same shall be in writing, and either personally delivered, sent by a nationally recognized overnight delivery service, postage prepaid, or sent via United States certified mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses as follows:

If to Grantee:

Commonwealth Edison Company
P.O. Box 767
Chicago, Illinois 60690-0767
Attn: Director of Real Estate Services

with a copy to:

Exelon Business Services Company
Law Department
P.O. Box 805379
Chicago, Illinois 60680-5379
Attn: Assistant General Counsel -- Real Estate

If to Grantor:

C/o Stratford Capital Leasing, Inc.
2803 North Elm Lane
Arlington Heights, Il. 60004

or at such other addresses as any party, by written notice in the manner specified above to the other party hereto, may designate from time to time. Unless otherwise specified to the contrary in this Easement, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

6. Severability. If any term, provision or condition in this Easement shall, to any extent, be invalid or unenforceable, the remainder of this Easement (or the application of such term, provision or condition to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Easement shall be valid and enforceable to the fullest extent permitted by law.

7. Governing Law; Venue. The terms and provisions of this Easement shall be governed by and construed in accordance with the laws of the State of Illinois. With respect to any suit, action or proceeding relating to this Easement (each a "Proceeding"), the parties hereto each irrevocably: (a) agree that any such Proceeding shall be commenced, brought, tried, litigated and consummated in the courts of the State of Illinois located in the County of Cook or (as applicable) the United States District Court for the Northern District of Illinois, (b) submit to the exclusive jurisdiction of the courts of the State of Illinois located in the County of Cook and the United States District Court for the Northern District of Illinois, and (c) waive any objection which they may have at any time to the laying of venue of any

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Proceeding brought in any such court, waive any claim that any Proceeding brought in any such court has been brought in an inconvenient forum, and further waive the right to object, with respect to such Proceeding, that any such court does not have jurisdiction over such party.

8. Change in Use. The rights granted pursuant to this Easement shall not terminate or be in any way impaired by reason of a change of the present uses of any Parcel or the present improvements or fixtures thereon.

9. Division of Property. If either of the Parcels is hereafter divided into two or more parts by separation of ownership or lease, each portion of such Parcel shall enjoy the benefits and be subject to the burdens, as applicable, of the rights, easements and restrictions created hereby.

10. Grantee's Costs. Upon the occurrence of any breach or default under this Easement by Grantor, Grantor shall be liable for and shall reimburse Grantee upon demand for all reasonable attorneys' fees and costs incurred by Grantee in enforcing Grantor's obligations under this Easement, whether or not Grantee files legal proceedings in connection therewith.

11. No Strict Construction. The rule of strict construction does not apply to the grant of easements contained herein. These grants shall be given a reasonable construction in order that the intention of the parties to confer a commercially useable right of enjoyment to Grantee with respect to such easements shall be effectuated. The parties acknowledge that the parties and their counsel have reviewed and revised this Easement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Easement or any exhibits or amendments hereto.

12. Counterparts. This Easement may be executed in several counterparts, each of which shall be deemed an original; further the signature of the parties hereto on this Easement may be executed and notarized on separate pages, and when attached to this Easement shall constitute one complete document.

13. Captions. The section headings appearing in this Easement are for convenience of reference only, and are not intended, to any extent and for any purpose, to limit or define the text of any section or subsection hereof.

14. No Partnership. None of the terms and provisions of this Easement shall be deemed to create a partnership between or among the parties hereto in their respective businesses or otherwise, nor shall any terms or provisions of this Easement cause them to be considered joint venturers or members of any joint enterprise.

15. No Cancellation upon Breach. It is expressly agreed that no breach of this Easement shall entitle any party to cancel, rescind or otherwise terminate this Easement.

16. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.

17. No Waiver. The failure of either party to enforce at any time any provision of this Easement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Easement or any part hereof or the right of such party thereafter to enforce each and every such

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provision. No waiver of any breach of this Easement shall be held to constitute a waiver of any other or subsequent breach.

18. No Oral Change. This Easement cannot be changed orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to waive, change, modify or discharge it in whole or in part unless the same is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

19. No Third Party Beneficiaries. Grantor and Grantee agree and acknowledge that, except as expressly set forth herein, there are no intended third party beneficiaries of this Easement nor any of the rights and privileges conferred herein.

20. Waiver of Jury Trial. Grantor and Grantee, by this Section, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties to this Easement against the other on any matters whatsoever arising out of or in any way connected with this Easement, the relationship of Grantor and Grantee, Grantee's use or occupancy of the Easement Area, or any other claims, and any emergency statutory or any other statutory remedy.

21. Liability of Parties. The term "Grantor" as used in this Easement means only the owner or owners at the time being of the Grantor's Property, so that in the event of any assignment, transfer, conveyance or sale, once or successively, of all of the right, title and interest of a Grantor in and to the Grantor's Property, said Grantor making such assignment, transfer, conveyance or sale shall be entirely freed and relieved of all covenants and obligations of the Grantor hereunder accruing after the date of such assignment, transfer, conveyance or sale, and the Grantee shall look solely to the assignee, transferee or purchaser with respect thereto; provided, that upon such assignment, transfer, conveyance or sale, such assignee, transferee or purchaser shall automatically, and without the necessity of further action of any kind, be deemed to have assumed all of Grantor's covenants and obligations hereunder accruing after the date of such assignment, transfer, conveyance or sale. The term "Grantee" as used in this Easement means only the owner or owners at the time being of the Benefited Parcel, so that in the event of any assignment, transfer, conveyance or sale, once or successively, of all of the right, title and interest of a Grantee in and to the Benefited Parcel, said Grantee making such assignment, transfer, conveyance or sale shall be entirely freed and relieved of all covenants and obligations of the Grantee hereunder accruing after the date of such assignment, transfer, conveyance or sale, and the Grantor shall look solely to the assignee, transferee or purchaser with respect thereto; provided that upon such assignment, transfer, conveyance or sale, such assignee, transferee or purchaser shall automatically, and without the necessity of further action of any kind, be deemed to have assumed all of Grantee's covenants and obligations hereunder accruing after the date of such assignment, transfer, conveyance or sale.

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

GRANTOR:

TRITON YARD, LLC,
an Illinois limited liability company

By: *Louis P. Alvarez*

Name: LOUIS P. ALVAREZ

Title: MANAGER

GRANTEE:

COMMONWEALTH EDISON COMPANY,
an Illinois corporation

By: *Dwight Owens*

Name: DWIGHT OWENS

Title: REAL ESTATE AGENT

Property of Cook County Clerk's Office

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STATE OF IL)
) SS
COUNTY OF Cook)

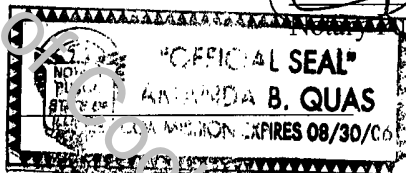
I, Amanda B. Quas, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Louis D. Alvarez personally known to me to be the Manager of Triton Yard, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager, (s)he signed and delivered such instrument pursuant to authority given by the LLC of such LLC, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal this 16 day of June, 2004.

Amanda B. Quas

Notary Public

My Commission Expires:



STATE OF Illinois)
) SS
COUNTY OF Cook)

I, Scot Thurman, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Dwight Owens, personally known to me to be the REAL ESTATE REP. of Commonwealth Edison Company, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such REAL ESTATE REP. (s)he signed and delivered such instrument, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

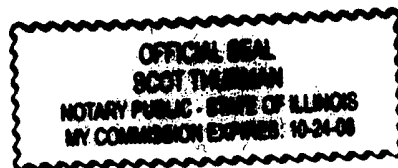
Given under my hand and official seal this 16th day of June, 2004.

Scot Thurman

Notary Public

My Commission Expires:

10/24/2006



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EXHIBIT "A"

PARCEL 1:

THAT PART OF THE NORTHEAST AND SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER, THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST (BEARINGS BASED ON ASSUMED COORDINATES ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 383.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A LINE THAT IS 383.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 34, A DISTANCE OF 388.00 FEET TO A POINT ON THE NORTH LINE OF WEST 36TH STREET AS MONUMENTED AND OCCUPIED; THENCE SOUTH 68 DEGREES 08 MINUTES 16 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 276.91 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS WEST ALONG A LINE THAT IS 640.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF SAID SECTION 34, A DISTANCE OF 322.68 FEET; THENCE NORTH 47 DEGREES 30 MINUTES 31 SECONDS WEST, A DISTANCE OF 138.32 FEET TO A POINT ON A LINE THAT IS 75.00 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID LINE THAT IS 75.00 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 568.00 FEET TO A POINT ON A LINE THAT IS 1,310.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 34; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID LINE THAT IS 1,310.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 34, A DISTANCE OF 275.00 FEET TO A POINT ON A LINE THAT IS 200.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID LINE THAT IS 200.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 927.00 FEET TO SAID LINE THAT IS 383.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF SAID SECTION 34; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID LINE THAT IS 383.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF SAID SECTION 34, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS, CONTAINING 353,382 SQUARE FEET OR 8.11 ACRES MORE OR LESS.

PARCEL 2:

EASEMENT TO USE 35TH AND 36TH STREET TO AND FROM PULASKI ROAD AS SET FORTH IN A PERPENDICULAR EASEMENT AS CREATED BY GRANT MADE BY THE PEOPLES GAS, LIGHT AND COKE COMPANY, A CORPORATION OF ILLINOIS TO THE INSTITUTE OF GAS TECHNOLOGY, AN ILLINOIS CORPORATION DATED OCTOBER 24, 1967 AND RECORDED NOVEMBER 6, 1967 AS DOCUMENT 20313957 AND SET FORTH IN A PERPENDICULAR EASEMENT AS CREATED BY GRANT MADE BY THE

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PEOPLES GAS, LIGHT AND COKE COMPANY, A CORPORATION OF ILLINOIS AND RECORDED JANUARY 30, 1967 AS DOCUMENT 20053109 FOR ROADWAY PURPOSES AND FOR UNDERGROUND ELECTRICAL CONDUIT SYSTEM THROUGH, ALONG AND ACROSS THAT PART OF THE LAND FALLING IN A PARCEL OF LAND, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 100-FOOT WIDE EXTENDING ACROSS THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN AND ACROSS A PART OF LOT 1 IN COUNTY CLERK'S DIVISION THE WEST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 34, SAID STRIP OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS.

BEGINNING ON THE WEST LINE EAST 33.00 FEET OF SAID SOUTHEAST $\frac{1}{4}$ OF SECTION 34 AT A POINT THEREON, WHICH IS 247.54 FEET SOUTH FROM THE NORTH LINE OF SAID SOUTHEAST $\frac{1}{4}$ AND RUNNING THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 1505.27 FEET TO A POINT, WHICH IS 208.09 FEET SOUTH FROM SAID NORTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 34 AND ON A NORTH, WHICH IS 1430.00 FEET WEST FROM AND PARALLEL WITH THE EAST LINE OF SOUTHEAST $\frac{1}{4}$; THENCE SOUTH ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 107.75 FEET TO ITS INTERSECTION WITH A LINE, WHICH IS 100-FOOT, MEASURED PERPENDICULARLY SOUTHEASTERLY FROM AND PARALLEL WITH THE AFORESAID STRAIGHT LINE; THENCE NORTHEASTERLY ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 1505.27 FEET TO ITS INTERSECTION WITH SAID WEST LINE OF THE EAST 33.00 FEET OF SECTION 34 AND THENCE NORTH ALONG SAID WEST LINE OF THE EAST 33.00 FEET, A DISTANCE OF 107.75 FEET TO THE POINT OF BEGINNING, AND TERMS AND CONDITIONS HEREIN CONTAINED.

UNOFFICIAL COPY**EXHIBIT B TO ACCESS EASEMENT****EASEMENT AREA**

EASEMENT TO USE 35TH AND 36TH STREET TO AND FROM PULASKI ROAD AS SET FORTH IN A PERPENDICULAR EASEMENT AS CREATED BY GRANT MADE BY THE PEOPLES GAS, LIGHT AND COKE COMPANY, A CORPORATION OF ILLINOIS TO THE INSTITUTE OF GAS TECHNOLOGY, AN ILLINOIS CORPORATION DATED OCTOBER 24, 1967 AND RECORDED NOVEMBER 6, 1967 AS DOCUMENT 20313957 FOR ROADWAY PURPOSES AND FOR UNDERGROUND ELECTRICAL CONDUIT SYSTEM THROUGH, ALONG AND ACROSS THAT PART OF THE LAND FALLING IN A PARCEL OF LAND, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 100-FOOT WIDE EXTENDING ACROSS THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 34 TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN AND ACROSS A PART OF LOT 1 IN COUNTY CLERK'S DIVISION THE WEST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 34, SAID STRIP OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE EAST 33.00 FEET OF SAID SOUTHEAST $\frac{1}{4}$ OF SECTION 34 AT A POINT THEREON, WHICH IS 247.54 FEET SOUTH FROM THE NORTH LINE OF SAID SOUTHEAST $\frac{1}{4}$ AND RUNNING THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 1505.27 FEET TO A POINT, WHICH IS 808.09 FEET SOUTH FROM SAID NORTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 34 AND ON A NORTH, WHICH IS 1430.00 FEET WEST FROM AND PARL WITH THE EAST LINE OF SOUTHEAST $\frac{1}{4}$; THENCE SOUTH ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 107.75 FEET TO ITS INTERSECTION WITH A LINE, WHICH IS 100-FOOT, MEASURED PERPENDICULARLY SOUTHEASTERLY FROM AND PARALLEL WITH THE AFORESAID STRAIGHT LINE; THENCE NORTHEASTERLY ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 1505.27 FEET TO ITS INTERSECTION WITH SAID WEST LINE OF THE EAST 33.00 FEET OF SECTION 34 AND THENCE NORTH ALONG SAID WEST LINE OF THE EAST 33.00 FEET, A DISTANCE OF 107.75 FEET TO THE POINT OF BEGINNING, AND TERMS AND CONDITIONS HEREIN CONTAINED.

PIN# 1634 401003
1634 210 011

Address 4100 W. 36th St. Chgo. IL 60623

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EXHIBIT B TO ACCESS EASEMENT

EASEMENT AREA

THAT PART OF THE NORTHEAST AND SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE THAT IS 383.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 34, AND THE NORTH LINE OF WEST 36TH STREET AS MONUMENTED AND OCCUPIED; THENCE SOUTH 68 DEGREES 08 MINUTES 16 SECONDS WEST (BEARINGS BASED ON ASSUMED COORDINATES) ALONG SAID NORTH LINE, A DISTANCE OF 276.91 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS WEST ALONG A LINE THAT IS 640.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF SAID SECTION 34, A DISTANCE OF 203.61 FEET; THENCE NORTH 75 DEGREES 14 MINUTES 27 SECONDS EAST, A DISTANCE OF 265.77 FEET TO A POINT ON SAID LINE THAT IS 383.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF SAID SECTION 34; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID LINE THAT IS 383.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF SAID SECTION 34, A DISTANCE OF 168.20 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS, CONTAINING 47,777 SQUARE FEET OR 1.10 ACRES MORE OR LESS.

PIN NO.: 16-34-401-003
16-34-210-011

ADDRESS: 4100 WEST 36TH STREET, CHICAGO, ILLINOIS 60623

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EXHIBIT C TO ACCESS EASEMENT

BENEFITTED PARCEL

THAT PART OF THE NORTHEAST AND SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER, THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST (BEARINGS BASED ON ASSUMED COORDINATES ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 133.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A LINE THAT IS 133.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 34, A DISTANCE OF 287.69 FEET TO A POINT ON THE NORTH LINE OF WEST 36TH STREET AS MONUMENTED AND OCCUPIED; THENCE SOUTH 68 DEGREES 08 MINUTES 16 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 269.27 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS WEST ALONG A LINE THAT IS 383.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF SAID SECTION 34, A DISTANCE OF 588.00 FEET TO A POINT ON A LINE THAT IS 200.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID LINE THAT IS 200.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 250.00 FEET TO SAID LINE THAT IS 133.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF SAID SECTION 34; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID LINE THAT IS 133.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF SAID SECTION 34, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS, CONTAINING 134,462 SQUARE FEET OR 3.09 ACRES MORE OR LESS

PIN# 1634401003
1634210011

Address 4100 W. 36th St. Chgo IL 60623