

UNOFFICIAL COPY

00300044

THIS DOCUMENT PREPARED BY  
AND AFTER RECORDING RETURN  
TO:

3003/0181 05 001 Page 1 of 12  
2000-04-28 13:12:12  
Cook County Recorder 43.00

Lawrence M. Gritton  
Katz Randall Weinberg & Richmond  
333 West Wacker Drive, Suite 1800  
Chicago, Illinois 60606  
(312) 807-3800



Doc#: 0503133180  
Eugene "Gene" Moore Fee: \$46.00  
Cook County Recorder of Deeds  
Date: 01/31/2005 01:14 PM Pg: 1 of 12

KRWR File No. 01525.46300

8247849 11 BRIDGILL 19  
7860282 DZ MS

Property of COOK COUNTY

DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT ("Declaration") is made and entered into as of the 29<sup>th</sup> day of February, 2000, by HOOKER/DIVISION L.L.C., an Illinois limited liability company ("Declarant").

RECITALS

A. Declarant currently holds title to those certain parcels of land legally described on Exhibit "A" attached hereto and made a part hereof (said parcels are collectively, the "Land"). The portion of the Land identified on the attached Exhibit "A" as the "Hooker Parcel" is herein referred to as "Hooker Parcel" and the portion of the Land identified on the attached Exhibit "A" as the "Sale Parcel" is herein referred to as "Sale Parcel". The portion of the Sale Parcel identified on attached Exhibit "A" as "Parcel 1" is hereinafter referred to as "Sale Parcel 1", and the portion of the Sale Parcel identified on attached Exhibit "A" as "Parcel 2" is hereinafter referred to as "Sale Parcel 2". The Hooker Parcel and the Sale Parcel are hereinafter sometimes collectively referred to as the "Parcels". The owner from time to time of a Parcel is hereinafter referred to as an "Owner".

B. The portion of the Land identified as the "Easement Parcel" on the attached Exhibit "A" is hereinafter referred to as the "Easement Parcel".

C. Declarant desires to reserve the Easements hereinafter described on the Easement Parcel for the benefit of the Owners of the Parcels, as hereinafter described.

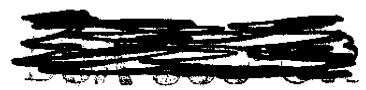
PROVISIONS

NOW, THEREFORE, in consideration of the mutual covenants herein made, the Declarant declares as follows:

1. Recitals. The foregoing recitals are incorporated herein as though fully set forth in this Paragraph 1.

LGRITTON/401999.3

This Instrument is being re-recorded to correct the legal description by adding the "Easement Parcel" inadvertently omitted from the original.



Box 400-CTCC

# UNOFFICIAL COPY

00300044

## 2. Easements.

(a) Declarant hereby declares the following perpetual non-exclusive easements (hereinafter referred to as sometimes individually as an "Easement" and sometimes collectively as the "Easements"):

(i) an Easement (hereinafter referred to as the "Hooker Easement") appurtenant to the Hooker Parcel, over, under, upon and through the Easement Parcel, for (A) ingress and egress to and from the Hooker Parcel from and to West 22nd Street, West 20<sup>th</sup> Place and Lumber Street, including without limitation pedestrian and vehicular use, and for the installation, construction, maintenance, repair, or replacement of underground public or private utility lines, structures, and equipment (including, without limitation, telephone, electric gas, cable television, sanitary sewer, and water lines, structures, and equipment) serving, or to serve, the Hooker Parcel to and from such streets; and (B) the parking (parallel parking only) of automobiles and other vehicles as permitted by and in accordance with applicable laws, within the westerly-most ten (10) foot strip of the Easement Parcel. The Hooker Easement is intended to benefit the Owner or Owners from time to time of the Hooker Parcel, or portions thereof, as well as the licensees, invitees and other parties lawfully using or occupying Hooker Parcel.

(ii) an Easement (hereinafter referred to as the "Sale Easement") appurtenant to Sale Parcel 1, over, under, upon and through the Easement Parcel, for (A) ingress and egress to and from Sale Parcel 1 from and to West 22nd Street, West 20<sup>th</sup> Place and Lumber Street, including without limitation pedestrian and vehicular use, and for the installation, construction, maintenance, repair, or replacement of underground public or private utility lines, structures, and equipment (including, without limitation, telephone, electric gas, cable television, sanitary sewer, and water lines, structures, and equipment) serving, or to serve, the Sale Parcel to and from such streets; and (B) the parking (parallel parking only) of automobiles and other vehicles as permitted by and in accordance with applicable laws, within the easterly-most ten (10) foot strip of the Easement Parcel adjacent to the western-most boundary of Sale Parcel 1 (said ten (10) foot strip is hereinafter referred to as the "Sale Parking Area"). The Sale Easement is intended to benefit the Owner or Owners from time to time of the Sale Parcel, or portions thereof, as well as the licensees, invitees and other parties lawfully using or occupying the Sale Parcel; provided, however, that notwithstanding the foregoing, the Owner from time to time of the Hooker Parcel (except the Owner of the portion of the Hooker Parcel identified as "Parcel 1" on the attached Exhibit "A" who shall not have such right) may, on one (1) occasion, upon 30 days' notice to the Owner of the Sale Parcel, designate a portion of the Sale Parking Area not to exceed one hundred fifty (150) feet in length and not to be located within the southerly two hundred thirty-two (232) feet of the Sale Parking Area, where no parking is to be permitted.

(b) No parking shall be permitted within the portion of the Easement Parcel identified on the attached Exhibit "A" as the "20th Easement Parcel" as part of the Easement.

(c) No Owner of any portion of a Parcel shall obstruct, diminish or repair an Easement Parcel in any way (nor permit or allow any lessee, occupant or any person or entity under the control of any owner to do so) so as to interfere with such Easement Parcel's intended use as an

# UNOFFICIAL COPY

unobstructed means of ingress and egress and for parking (except as to the 20th Easement) and the other purposes set forth herein.

3. **Maintenance.** The maintenance, repair and replacement of the Easement Parcel shall be performed by and, together with all costs and expenses associated therewith, the sole responsibility of, the Owner or Owners from time to time of the Easement Parcel or portions thereof, and their successors and assigns.

4. **Default.**

(a) In the event that any Owner obligated hereunder (the "**Obligated Owner**") fails to undertake and perform punctually and properly any of its duties or obligations set forth herein, then the other Owner or Owners (collectively, the "**Other Owner**") shall give the Obligated Owner written notice of such failure and shall give the Obligated Owner ten (10) business days after such notice to commence and to perform properly such duty or obligation. If the Obligated Owner fails to so commence, undertake and perform properly such duty or obligation within such ten (10) business day period and thereafter continue to perform such duty with reasonable diligence, then the Other Owner may, but shall not be required to, undertake such duty or obligation for and on behalf of the Obligated Owner, in which case all reasonable and necessary costs and expenses of same shall be paid to the Other Owner by the Obligated Owner promptly upon demand together with interest thereon at the rate of ten (10%) percent per annum until paid. If the Other Owner retains an attorney to collect such amount, then the Obligated Owner shall also pay reasonable attorneys' fees and costs of collection.

(b) In the event of any violation or threatened violation by any Owner, lessee, or tenant from time to time of any portion of the Parcel described herein of any of the terms, covenants, and conditions herein contained, in addition to the other remedies herein provided, any or all of the Owners of the other Parcels described herein shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

(c) The remedies set forth herein shall be cumulative and the exercise of one remedy shall not be deemed to be a waiver of or prevent the exercise of any other remedy.

5. **Real Estate Taxes.** Each Owner shall be responsible for paying all real estate taxes with respect to its Parcel, including any improvements thereon.

6. **Covenants Run with the Land.** The Easements, rights, privileges, covenants, conditions and restrictions contained herein, shall be deemed to be covenants running with the land, and shall inure to the benefit of and be binding upon the Owner or Owners of the Parcels, or portions thereof, and their respective successors and assigns. Reference to this Declaration in any deed of conveyance, or any other document of ownership, or mortgage or trust deed or other document of obligation, shall be sufficient to create and reserve the rights and obligations set forth herein on the terms hereof as fully as completely as though this Declaration and all of its terms were recited in such document.

7. **Amendment.** The Easements granted hereunder shall not be terminated, and this Declaration shall not be amended or in any manner altered, without the written approval of all Owners and their respective mortgagees of record.

# UNOFFICIAL COPY 00300041

8. **Subdivision and Common Ownership.** If any Parcel is hereinafter further divided into two or more Parcels, then all of the Owners shall be entitled to the benefits of the Easements, rights, privileges, covenants, indemnities, conditions and restrictions granted or contained hereunder, and all Owners shall be burdened by the Easements, rights, privileges, covenants, indemnities, conditions and restrictions imposed or contained hereunder.

9. **Counterparts.** This Declaration may be executed in counterparts all of which, when taken together, shall constitute but one and the same instrument.

10. **Breach Shall Not Permit Termination.** It is expressly agreed that no breach of this Declaration shall entitle any party to cancel, rescind or otherwise to terminate this Declaration, but such limitation shall not affect in any manner, any other rights or remedies which such party may have hereunder by reason of any breach of this Declaration. Any breach of any of said covenants or restrictions, however, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value but such covenants or restrictions shall be binding upon and effective against such owner of any of said property or any portion thereof whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

11. **Enforceability.**

(a) This Declaration shall be enforceable in the Circuit Court of Cook County, in accordance with the laws of the State of Illinois, by appropriate action at law or in equity.

(b) The illegality, invalidity or unenforceability under any law of any covenant, restriction or condition, or of any other provision of this Declaration shall not impair or affect in any manner the validity, enforceability or effect of the remaining provisions of this Declaration, so long as the general intent of this Declaration can still be given effect without the defective provision.

(c) This Declaration and all terms and conditions hereof shall be construed and enforced in accordance with the laws of the State of Illinois.


12. **Attorney's Fees.** The prevailing party in any action brought to enforce the provisions of this Declaration shall be entitled to recover from the other party, in addition to any other damages, costs, or expenses, such party's reasonable attorney's fees incurred in connection with such action.

13. **Limitation of Liability.** Notwithstanding anything herein to the contrary, no personal liability shall be imposed upon an owner of a Parcel for its failure to perform any of its obligations hereunder, such recourse being limited to the interest of such owner in such Parcel.

# UNOFFICIAL COPY 00300044

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date first above written.

**HOOKER/DIVISION L.L.C.**, an Illinois limited liability company

By:   
Name: David Kahnweiler  
Title: Manager

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

00300041

## ACKNOWLEDGMENTS

STATE OF ILLINOIS )

COUNTY OF DuPage )  
~~COOK~~

I, Lynn C Cortino, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that David Bahmuth as Manager of HOOKER/DIVISION L.L.C., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager of said HOOKER/DIVISION L.L.C. appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said HOOKER/DIVISION L.L.C. for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 9 day of March, 2000.



Lynn C Cortino  
Notary Public

*(Large stylized signature or stamp)*





**UNOFFICIAL COPY****EXHIBIT "A"****00300044****Legal Description****HOOKER PARCEL:****PARCEL 1:**

LOTS 24 TO 31 IN O.M. DORMAN'S SUBDIVISION OF THAT PART SOUTH OF THE NORTHERN 3 ACRES OF LOT 2 IN BLOCK 37 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST HALF AND SO MUCH OF THE SOUTHEAST QUARTER AS LIES WEST OF THE SOUTH BRANCH OF THE CHICAGO RIVER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN.

**PARCEL 3:**

LOT 13 (EXCEPT THE NORTH 16 FEET AND EXCEPT THE EAST 11 FEET THEREOF), LOT 16 (EXCEPT THE EAST 11 FEET THEREOF), LOTS 19, TO 22, 25 TO 28, 31 TO 34, 37 TO 40, 43 TO 46, 49 TO 52, 55 TO 58, AND 61 TO 64 AND ALL OF THE NORTH SOUTH 14 FEET VACATED ALLEY LYING WEST OF AND ADJOINING LOTS 20, 21, 26, 27, 32, 33, 38, 39, 44, 45, 50, 51, 56, 57, 62 AND 63 AND EAST OF AND ADJOINING LOTS 19, 22, 25, 28, 31, 34, 37, 40, 43, 46, 49, 52, 55, 58, 61 AND 64;

ALSO LOT 53, LOT 59 (EXCEPT NORTH 20 FEET), LOT 60 AND LOT 65 ALL IN STINSON'S SUBDIVISION OF LOT 1 IN BLOCK 38 IN THE CANAL TRUSTEES' SUBDIVISION OF THE WEST HALF AND SO MUCH OF THE SOUTHEAST QUARTER AS LIES WEST OF THE SOUTH BRANCH OF THE CHICAGO RIVER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN.

**PARCEL 4:**

THAT PART OF LOT 3 IN BLOCK 38 IN SAID CANAL TRUSTEES' SUBDIVISION LYING NORTH OF THE WEST 21ST STREET AND EAST OF RUBLE STREET;

AND THAT PART OF SAID LOT 3 LYING NORTH OF WEST 21ST STREET, WEST OF RUBLE STREET AND EAST OF THE NORTH AND SOUTH ALLEY BETWEEN UNION STREET AND RUBLE (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT AND RUNNING

THENCE NORTH ALONG THE EAST LINE OF SAID ALLEY 90 FEET AND 9 5/8 INCHES TO THE NORTH LINE OF SAID TRACT;

THENCE EAST ALONG THE NORTH LINE OF SAID TRACT 32 FEET 7/8 INCHES;

THENCE SOUTH TO A POINT IN THE SOUTH LINE OF SAID TRACT 32 FEET AND 5/8 INCHES EAST OF THE SOUTHWEST CORNER OF SAID TRACT;



**UNOFFICIAL COPY**

00300044

AND THENCE WEST TO THE POINT OF BEGINNING).

PARCEL 5:

LOT 43, 44, 45 IN THE SUBDIVISION OF LOT 2 IN BLOCK 38 IN THE CANAL TRUSTEES' SUBDIVISION OF THE WEST HALF AND SO MUCH OF THE SOUTHEAST QUARTER AS LIES WEST OF THE SOUTH BRANCH OF THE CHICAGO RIVER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN.

PARCEL 6:

LOTS 1, 2, 3, 4, 9, 10, 11 AND 12 (EXCEPT THE WEST 8 FEET THEREOF TAKEN FOR ALLEY) IN JOHN B. GEST'S SUBDIVISION OF THAT PART NORTH OF 21ST STREET OF LOT 4 IN BLOCK 38 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST HALF OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO LOTS 1, 2, 3, 4, IN SUBDIVISION OF LOTS 5 TO 8, INCLUSIVE, IN JOHN B. GEST'S SUBDIVISION OF THAT PART NORTH OF 21ST STREET OF LOT 4 IN BLOCK 38 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST HALF OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN.

PARCEL 7:

THAT PART OF LOT 4 IN BLOCK 38 IN THE CANAL TRUSTEES' SUBDIVISION OF THE WEST HALF IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING ON A POINT ON THE EAST LINE OF SAID LOT 4 ON THE SOUTH LINE OF 21ST STREET AND RUNNING;

THENCE SOUTH ON THE WEST LINE OF JEFFERSON STREET, 140 FEET;

THENCE WEST PARALLEL WITH THE SOUTH LINE OF 21ST STREET, 234 FEET AND 1 7/8 INCHES;

THENCE NORTH PARALLEL WITH THE WEST LINE OF JEFFERSON STREET, 140 FEET TO THE SOUTH LINE OF 21ST STREET;

THENCE EAST TO THE POINT OF BEGINNING (EXCEPT THEREFROM THAT PART FALLING WITHIN THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF LOT 4 IN BLOCK 38 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST HALF OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 4 (BEING THE WEST LINE OF VACATED SOUTH JEFFERSON STREET), 295.00 FEET NORTH OF THE NORTH LINE OF WEST 22ND STREET;

**UNOFFICIAL COPY** 00300044

THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID WEST 22ND STREET, A DISTANCE OF 233.96 FEET;

THENCE NORTH 71.84 FEET TO A POINT 234.03 FEET WEST OF THE WEST LINE OF SAID VACATED SOUTH JEFFERSON STREET;

THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID WEST 22ND STREET, A DISTANCE OF 234.03 FEET TO A POINT ON THE WEST LINE OF SAID VACATED SOUTH JEFFERSON STREET;

THENCE SOUTH OF ALONG THE WEST LINE OF SAID VACATED SOUTH JEFFERSON STREET, A DISTANCE OF 71.84 FEET TO THE POINT OF BEGINNING).

PARCEL 8:

THAT PART OF LOT 4 IN BLOCK 38 IN THE CANAL TRUSTEES' SUBDIVISION OF THE WEST HALF OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SAID LOT 4 (BEING THE WEST LINE OF VACATED SOUTH JEFFERSON STREET), 366.84 FEET NORTH OF WEST 22ND STREET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID 22ND STREET, A DISTANCE OF 234.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WEST PARALLEL WITH THE NORTH LINE OF SAID WEST 22ND STREET, A DISTANCE OF 129.71 FEET TO A POINT ON THE WEST LINE OF SAID LOT 4; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 129.78 FEET TO A POINT ON THE SOUTH LINE OF VACATED WEST 21ST STREET; THENCE EAST ALONG THE SOUTH LINE OF SAID VACATED WEST 21ST STREET, A DISTANCE OF 129.70 FEET TO A POINT 234.16 FEET WEST OF THE WEST LINE OF SAID VACATED SOUTH JEFFERSON STREET; THENCE SOUTH, A DISTANCE OF 129.43 FEET TO THE POINT OF BEGINNING.

PARCEL 9:

THAT ALL THAT PART OF SOUTH JEFFERSON STREET LYING WEST OF AND ADJOINING THE WEST LINE OF LOT 3 IN BLOCK 37 AND LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 4 IN BLOCK 38 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST HALF OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SO MUCH OF THE SOUTHEAST QUARTER AS LIES WEST OF THE SOUTH BRANCH OF CHICAGO RIVER, LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 1 TO 4 BOTH INCLUSIVE, AND THE EAST LINE OF SAID 4 PRODUCED SOUTH 60 FEET, IN JOHN B. GEST'S SUBDIVISION OF THAT PART NORTH OF 21ST STREET OF LOT 4 IN BLOCK 38 OF CANAL TRUSTEES' SUBDIVISION AFOREMENTIONED, LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 27, 32, 33, 38, 39, 44, 45, 50, 51 56, 57, 62 and 63 IN SUBDIVISION OF LOT 1 IN BLOCK 38 OF CANAL TRUSTEE'S SUBDIVISION AFOREMENTIONED, LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 24 TO 31, BOTH INCLUSIVE, AND THE WEST LINE OF SAID LOT 31 PRODUCED SOUTH 22.52 FEET AND LYING SOUTH OF AND ADJOINING THE NORTH LINE OF SAID LOT 24 PRODUCED WEST 66 FEET IN O.W. DORMAN'S SUBDIVISION OF PART OF BLOCK 37 OF CANAL TRUSTEES' SUBDIVISION AFOREMENTIONED AND LYING NORTHERLY OF AND ADJOINING A LINE DRAWN FROM THE SOUTHERLY CORNER OF LOT 3 IN BLOCK 37 TO ITS INTERSECTION WITH

**UNOFFICIAL COPY**

00300044

THE EAST LINE OF SAID LOT, IN CANAL TRUSTEES' SUBDIVISION AFOREMENTIONED, ALL THAT PART OF WEST 21ST STREET OPENED BY CONDEMNATION PROCEEDINGS ORDINANCE PASSED BY THE CITY COUNCIL OCTOBER 27, 1879, ORDER OF POSSESSION MAY 21, 1886, SUPERIOR COURT GENERAL NO. 84295, BEING ALL THAT PART OF WEST 21ST STREET RUNNING THROUGH LOT 3 AND 4 IN BLOCK 38 OF CANAL TRUSTEES' SUBDIVISION AFOREMENTIONED, LYING EAST OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF SOUTH RUBLE STREET AS OPENED BY CONDEMNATION PROCEEDINGS, ORDINANCE PASSED BY THE CITY COUNCIL DECEMBER 6, 1880, ORDER OF POSSESSION APRIL 26, 1886, SUPERIOR COURT GENERAL NO. 77505, ALL THAT PART OF SOUTH DES PLAINES STREET LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 59, 60 AND 65 LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 58, 61 AND 64 AND LYING SOUTH OF AND ADJOINING THE COURT LINE OF THE NORTH 20 FEET OF SAID LOT 59 PRODUCED EAST 50 FEET IN SUBDIVISION OF LOT 1 IN BLOCK 38 OF CANAL TRUSTEES' SUBDIVISION AFOREMENTIONED TOGETHER WITH ALL THE PART OF SAID SOUTH DES PLAINES STREET OPENED BY CONDEMNATION PROCEEDINGS ORDINANCE PASSED BY THE CITY COUNCIL MARCH 9, 1885, ORDER OF POSSESSION JULY 3, 1888, SUPERIOR COURT GENERAL NO. 97099, BEING ALL THAT PART OF SAID SOUTH DES PLAINES STREET LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 9 IN GEST'S SUBDIVISION AFOREMENTIONED AND LYING WEST OF AND ADJOINING THE WEST LINE OF LOT 1 TO 4, BOTH INCLUSIVE, IN SUBDIVISION OF LOT 5 TO 8, INCLUSIVE, IN JOHN B. GEST'S SUBDIVISION AFOREMENTIONED AND ALL THAT PART OF WEST 20TH PLACE LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOT 3 IN BLOCK 37 IN CANAL TRUSTEE'S SUBDIVISION AFOREMENTIONED LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOT 31 AND LYING WEST OF AND ADJOINING THE EAST LINE OF SAID LOT 31 PRODUCED SOUTH 22.52 FEET IN O.M. DORMAN'S SUBDIVISION AFOREMENTIONED;

ALSO ALL OF THE NORTH-SOUTH 8 FOOT PUBLIC ALLEY OPENED BY OPENED BY CONDEMNATION PROCEEDINGS, ORDINANCE PASSED BY THE CITY COUNCIL MARCH 1, 1909 ORDER OF POSSESSION JANUARY 27, 1913, CIRCUIT COURT GENERAL NO. 29063, BEING THE WEST 8 FEET OF LOT 12 OF JOHN B. GEST'S SUBDIVISION AFOREMENTIONED, ALL THAT PART OF THE NORTH-SOUTH 16 FOOT PUBLIC ALLEY, LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 43, 44 AND 45 IN SUBDIVISION OF LOT 2 IN BLOCK 38 OF CANAL TRUSTEES' SUBDIVISION AFOREMENTIONED, LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 59, 60 AND 65 AND LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF THE NORTH 20 FEET OF SAID LOT 59 PRODUCED WEST 16 FEET IN SUBDIVISION OF LOT 1 IN BLOCK 38 OF CANAL TRUSTEES' SUBDIVISION AFOREMENTIONED, AND PARTS OF PUBLIC STREET HEREIN VACATED BEING FURTHER DESCRIBED AS ALL THAT PART OF SOUTH JEFFERSON STREET, LYING BETWEEN THE SOUTH LINE OF WEST CULLERTON STREET EXTENDED WEST, AND A LINE DRAWN FROM THE INTERSECTION OF THE WESTERLY LINE OF SOUTH LUMBER STREET AND THE EAST LINE OF SOUTH JEFFERSON STREET TO THE INTERSECTION OF THE WEST LINE OF SOUTH JEFFERSON AS DOCUMENT (sic) THE NORTH LINE OF WEST CERMAK ROAD, ALL THAT PART OF WEST 21ST STREET LYING BETWEEN SOUTH JEFFERSON STREET AND THE EAST LINE OF SOUTH RUBLE STREET EXTENDED SOUTH, ALL THAT PART OF SOUTH JEFFERSON STREET AND THE EAST LINE OF SOUTH RUBLE STREET EXTENDED SOUTH, ALL THAT PART OF SOUTH DES PLAINES STREET LYING BETWEEN WEST 21ST STREET AND A LINE 160.79 FEET, MORE OR LESS, NORTH OF AND PARALLEL THERETO, AND ALL THAT PART OF WEST 20TH PLACE LYING BETWEEN SOUTH JEFFERSON STREET AND THE WEST LINE OF THE FIRST NORTH-SOUTH PUBLIC ALLEY EAST THEREOF EXTENDED SOUTH AND SAID PUBLIC ALLEY AND PARTS OF PUBLIC ALLEYS HEREIN VACATED BEING FURTHER DESCRIBED AS ALL OF THE NORTH-SOUTH 8 FOOT

**UNOFFICIAL COPY**

00300044

PUBLIC ALLEY TOGETHER WITH ALL THAT PART OF THE NORTH-SOUTH 16 FOOT PUBLIC ALLEY LYING BETWEEN WEST 21ST STREET AND A LINE 160.79 FEET, MORE OR LESS NORTH OF AN PARALLEL THERETO, IN THE BLOCK BOUNDED BY WEST 21ST STREET, SOUTH CANALPORT AVENUE, SOUTH DES PLAINES STREET AND SOUTH RUBLE STREET AND THE WEST 86.5 FEET MORE OR LESS, OF THE EAST-WEST PUBLIC ALLEY RUNNING EAST FROM SOUTH DES PLAINES STREET IN THE BLOCK BOUNDED BY WEST 21ST STREET, SOUTH CANALPORT AVENUE, SOUTH DES PLAINES STREET AND SOUTH JEFFERSON STREET, ALL IN COOK COUNTY, ILLINOIS.

[EXCEPT THE EAST 1/2 OF THE JEFFERSON EASEMENT PARCEL.]

**SALE PARCEL:**

PARCEL 1:

LOT 3 IN BLOCK 37 IN CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 AND SO MUCH OF THE SOUTH EAST 1/4 AS LIES WEST OF THE SOUTH BRANCH OF THE CHICAGO RIVER IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

PARCEL 2:

THE EAST 1/2 OF THAT PART OF VACATED S. JEFFERSON STREET LYING WEST OF AND ADJOINING THE WEST LINE OF LOT 3 IN BLOCK 37 AFORESAID.

17-21-331-001

**Easement Parcel:**

Jefferson Easement Parcel: The portion of vacated South Jefferson Street Adjacent to sale Parcel 1.

20th Easement Parcel: The South 12 Feet of Vacated 20th Place adjacent to the sale parcel and extending to the Western-Most boundary of the easement parcel.