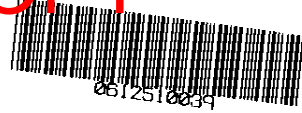


**UNOFFICIAL COPY**

**AGREEMENT FOR  
LIEN BETWEEN THE  
UNITED STATES OF AMERICA  
AND  
LAGROU DISTRIBUTION, INC.  
DEATH PENALTY  
ACT OF 1996**

**United States Attorney's Office for the  
Northern District of Illinois**



**Doc#: 0612510039 Fee: \$46.50**  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 05/05/2006 09:37 AM Pg: 1 of 12

Property of Cook County Clerk's Office

This notice was prepared and signed at Chicago, IL on April 26, 2006.

Joseph A. Stewart  
Assistant United States Attorney  
(312) 469-6008

**PLEASE RETURN TO: U.S. ATTORNEY'S OFFICE., ATTN: FLU, 219 S. Dearborn-5th Fl., Chicago, IL 60604**

**UNOFFICIAL COPY**

UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF ILLINOIS  
 EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	No. 03 CR 605-1
	)	
v.	)	John Leinenweber
	)	
LAGROU DISTRIBUTION, INC.,	)	
	)	
Defendant.	)	

**AGREEMENT**

The United States of America, through Patrick J. Fitzgerald, United States Attorney for the Northern District of Illinois, and LaGrou Distribution, Inc. ("LaGrou") hereby agree as follows:

1. Having been convicted by a jury of three counts of improper storage of food products, the court in June, 2005 sentenced LaGrou to a term of probation and ordered LaGrou to pay \$8,226,352.73 in restitution and \$2,000,000.00 in fines. LaGrou has appealed the conviction and sentence and the appeal is now pending.

2. LaGrou did not seek to stay enforcement of the judgment against it pending the appeal, and the United States served a citation to discover assets on LaGrou. In the course of the citation proceeding, LaGrou has produced documents concerning its assets and those of its sister companies with which the United States contends LaGrou has an interlocking and integrated financial relationship. It was recognized that the United States could have sought to enforce its judgment against LaGrou's sister companies, which arguably possess assets of the judgment debtor and that LaGrou and LaGrou's sister companies would have contested such efforts. The parties have agreed to resolve the citation proceeding with this agreement.

3. In accordance with the mutual covenants and agreements made herein, and with full authority to enter into this agreement, the parties agree as follows:

(a) LaGrou shall make or cause to be made the following payments in partial satisfaction of the restitution portion of the judgment:

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- \$1,240,000.00 within 7 days of the date of full execution of this Agreement;
- \$50,000.00 per month on or before the 5th day of each month, commencing April, 2006 and continuing to and including the month of the determination date, as defined below in section 3(c).

(b) Upon receipt of the initial \$1,240,000.00 payment as set forth in section (a), the United States will dismiss the citation to discover assets pending against LaGrou. In addition, the United States will not initiate any collection proceedings against LaGrou with respect to the judgment unless and until either: (1) LaGrou fails to make a monthly payment pursuant to section (a) and such failure continues for a period of 10 days after receipt by LaGrou of written notice from the United States or (2) LaGrou and the United States are unable to agree upon a payment plan with respect to the judgment within 45 days of the determination date (provided a judgment order against LaGrou remains as of the determination date). LaGrou expressly agrees and waives any right to require the United States to seek court approval to issue to LaGrou a second citation to discover assets as provided in Ill. S. Ct. R. 277(a).

(c) LaGrou acknowledges the United States' judgment lien on its property pursuant to 18 U.S.C. § 3613. To further secure this agreement and LaGrou's restitution and fine payment obligations, and until those obligations are fulfilled, the entities identified on Exhibit A to this agreement grant the United States a lien on the real property identified in Exhibit A to this agreement, which is titled in name(s) of the entities identified on Exhibit A. LaGrou further agrees that neither it nor its sister companies nor entities identified on Exhibit A will transfer any asset outside the ordinary course of business, will make no fraudulent transfer of any asset, and will make no asset transfer that would be regarded as a preference under the bankruptcy laws. LaGrou agrees to provide 14 day advance notice of the sale or transfer of any asset valued in excess of \$25,000.00.

(d) As used herein, the determination date means the date the 7th Circuit Court of Appeals issues its decision. If the appellate court reverses and remands the case for further proceedings in such a way as to require further adjudication on the amounts owed, the United States and LaGrou shall attempt to resolve the fine and restitution as it relates to LaGrou. If the Appellate Court affirms the judgment or modifies the judgment and does not remand for further proceedings, LaGrou and the United States shall attempt to agree, within 45 days of the determination date, upon a payment plan with respect to the unsatisfied portions of the judgment.

All of the foregoing payments shall be by certified or cashier's check payable to the Clerk of the Court and delivered to the Clerk of Court for the Northern District of Illinois with notice to:

Joseph A. Stewart  
 Assistant United States Attorney  
 219 South Dearborn Street  
 Fifth Floor  
 Chicago, Illinois 60604

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All payments shall be applied to the restitution portion of the judgment and distributed by the Clerk of the Court to the victims identified in the restitution portion of the judgment.

4. This agreement shall not prevent the United States from proceeding against any party besides LaGrou to recover any property or rights to property determined to be due and owing to LaGrou. However as long as LaGrou complies with the terms of this Agreement, the United States shall not proceed against any third party to recover any property or rights to property determined to be due and owing to LaGrou.

5. The parties acknowledge and agree that this agreement is not and shall not be construed to be a waiver by LaGrou of any rights reserved in connection with the pending appeal.

6. Nothing in this agreement is intended to affect any liability or claims under the Internal Revenue laws, Title 26 of the United States Code.

7. Should LaGrou subsequently be determined to have violated the terms and conditions of this settlement agreement, then LaGrou shall be liable to the United States for any costs and attorneys' fees incurred by the United States in any action for noncompliance with this agreement.

8. Each party who signs this agreement in a representative capacity warrants that he or she is duly authorized to do so.

9. This agreement constitutes the full and complete agreement between the parties and no modification shall be effective unless in writing and signed by both parties.

10. This is a publicly available document, and LaGrou waives any claim that this document along with any information contained herein is subject to the Privacy Act of 1974, 5 U.S.C. § 552a.

11. All notices, offers and acceptance shall be in writing and shall be deemed to have been delivered when personally delivered or three days after it has been mailed, by registered or certified mail, postage prepaid, or one day after it has been sent by an overnight courier service, to the respective parties at the following addresses, or at such other place as any party may designate by giving written notice to the other party

# UNOFFICIAL COPY

To the United States: Joseph A. Stewart  
Assistant United States Attorney  
219 S. Dearborn Street  
Suite 500  
Chicago, Illinois 60604

To LaGrou: William Biederman  
Weinberg Richmond LLP  
333 W. Wacker Drive  
Suite 1800  
Chicago, Illinois 60606

12. This Agreement is made solely for the benefit of the parties and is not intended to benefit any other person or entity.

13. The failure of a party to enforce at any time any of the provisions shall not be construed to be a waiver of such provision, of any other provision or of the right of such party thereafter to enforce any provision.

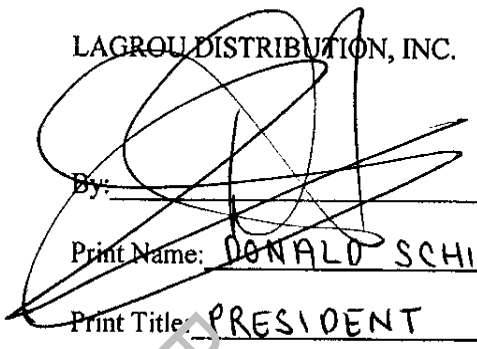
14. This Agreement contains the entire understanding of the parties and supersedes any prior agreements or discussions between the parties. Any and all representations or agreements by any agent or representative of any party not contained in this Agreement shall be void. This Agreement may not be changed in any way, except by an instrument in writing, signed by parties hereto.

15. The United States acknowledges that LaGrou has advised it that a portion of the foregoing funds shall be in the form of a loan by certain individuals and entities to LaGrou. LaGrou for itself and the individuals and entities making such loan or loans acknowledge and agree that the repayment of any such loan or loans shall be junior and subordinate to the judgment and the collection rights of the United States with respect to the judgment. LaGrou and any such individual or entity shall execute such instruments as the United States may reasonably request to confirm and memorialize such subordination.

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**AGREED:**

LAGROU DISTRIBUTION, INC.

By: 

Print Name: DONALD SCHIMEK

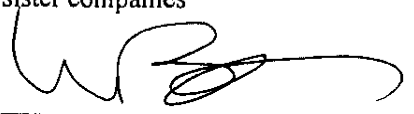
Print Title: PRESIDENT

Date: March 23, 2006

William Biederman  
 Weinberg Richmond LLP  
 333 W. Wacker Drive, Suite 1800  
 Chicago, Illinois 60606

Date: March 23, 2006

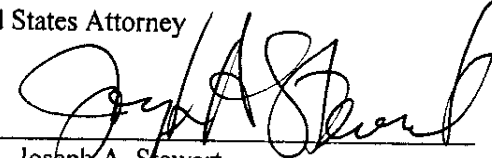
On behalf of the LAGROU DISTRIBUTION, INC.  
sister companies<sup>1</sup>



William Biederman  
 Weinberg Richmond LLP  
 333 W. Wacker Drive, Suite 1800  
 Chicago, Illinois 60606

Date: March 23, 2006

PATRICK J. FITZGERALD  
United States Attorney

By: 

Joseph A. Stewart  
 Assistant United States Attorney  
 219 South Dearborn Street  
 Chicago, Illinois 60604  
 (312) 469-6008

March 23, 2006

<sup>1</sup> LIST COMPANIES

LaGrou Cold Storage Corp.  
 LaGrou Motor Services Inc.  
 LaGrou Des Plaines Corp.  
 LaGrou Management Company LaGrou  
 LaGrou Bolingbrook LP

LaGrou West Chicago Corp.  
 Chicago Cold Storage Corp.  
 LaGrou Rochelle Corp.  
 Cold Storage Limited Partnership  
 LaGrou Avenue E Limited Partnership

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## EXHIBIT A

LaGrou Cold Storage Limited Partnership - vacant property at 3535 S. Kostner, Chicago, Illinois

LaGrou Bolingbrook LP - vacant property at Joliet Road, Bolingbrook, Illinois

LaGrou Avenue E Limited Partnership - 150 Avenue E, Rochelle, Illinois

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12/18/1998 10:42A


3 of 4

Rebecca Huntley, Clerk/Recorder, Ogle Illinois

**EXHIBIT B**  
**LEGAL DESCRIPTION**

Lots 1 through 10 and Lots 19 through 26 in Block 1 in Vassar Addition to the City of Rochelle; Also Block 1 and Lots 1 through 6 and Lots 9 through 16 in Block 2 and Lots 1 through 7 in Block 4 in Baxter and Stocking's Addition to the City of Rochelle; ALSO Lots 1 through 14 in Rochelle Union Subdivision in the City of Rochelle; ALSO Lots 5 and 6 in Baxter's Second Addition to the City of Rochelle; ALSO the Southeasterly Half of Lots 2 and 5 and Lots 3 and 4 all in Block 10 of Braiden's 4th Addition to the City of Rochelle; ALSO that part of vacated First Street lying Southerly of the Southerly line of Avenue E and Northerly of the Southerly line of Lot 10 in Block 1 in Vassar Addition extended Northeasterly to the Westerly line of Block 2 in Baxter & Stocking's Addition; ALSO that portion of vacated Avenue F between the Easterly line of First Street and the Easterly line of the alley on the Easterly side of Block 4; that part of the vacated alley in Block 2 lying Northerly of the Southerly line of Lots 6 and 11; That part of the vacated alley along the Easterly side of Block 4, lying Northerly of the Southerly line of Lot 7; all that part of vacated Wood Street lying Southerly of the Southerly line of vacated Avenue F and Northerly of the South line of Lot 7, Block 4 extended Westerly all in Baxter & Stocking's Addition to the City of Rochelle; ALSO Part of the Northeast 1/4 of the Northeast 1/4 of Section 25, in Township 40 North, Range 1 East of the 3rd P.M., situated in the City of Rochelle, in Ogle County, Illinois, described as follows: Beginning at a point on the South line of Avenue E at the Northeast corner of Rochelle Union Subdivision in the City of Rochelle, thence Southerly along the Easterly line of said Subdivision and Southerly extension thereof, to the Northwest corner of Lot 11 in Baxter's 2nd Addition; thence Easterly along the Northerly line of said Baxter's 2nd Addition to the Southwesterly line of the Burlington Northern Railroad; thence Northwesterly along said southwesterly line of said railroad to the South line of Avenue E; thence Westerly along the southerly line of Avenue E to the point of beginning, in Ogle County, Illinois.

P.I.N. 06-24-25-212-003, 06-24-25-229-028,  
06-24-25-229-029, 06-24-25-229-030

Address: 150 Avenue E, Rochelle, Ill. 



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0502130 03/07/2005 12:51P 29 of 30  
 Rebecca Huntley, Clerk/Recorder, Ogle Illinois

**EXHIBIT B**  
**LEGAL DESCRIPTION**

PARCEL 1: THAT PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SAID NORTHWEST 1/4 OF SECTION 13; THENCE NORTH 90 DEGREES 00 MINUTES EAST, ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF SECTION 13, 899.68 FEET TO THE ORIGINAL CENTER LINE OF SAID JOLIET AND CHICAGO ROAD; THENCE NORTH 30 DEGREES 38 MINUTES EAST ALONG SAID ORIGINAL CENTER LINE 58.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES WEST, 50 FEET NORTHERLY OF AND PARALLEL WITH THE SAID SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 13, 282.02 FEET; THENCE NORTH 29 DEGREES 39 MINUTES EAST 200 FEET WESTERLY OF (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE WESTERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 66A, 962.42 FEET; THENCE NORTH 58 DEGREES 32 MINUTES EAST 414.06 FEET TO THE SAID WESTERLY RIGHT-OF-WAY LINE OF U.S. ROUTE NO. 66A; THENCE SOUTH 60 DEGREES 21 MINUTES EAST 66.04 FEET TO THE SAID ORIGINAL CENTER LINE OF THE JOLIET AND CHICAGO ROAD; THENCE SOUTH 30 DEGREES 38 MINUTES WEST, ALONG SAID ORIGINAL CENTER LINE 1185.61 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THAT PART OF THE LAND FALLING WITHIN U. S. ROUTE 66A (ALSO KNOWN AS THE JOLIET AND CHICAGO ROAD), PART OF WHICH WAS CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY DOCUMENT R96-022166) IN WILL COUNTY, ILLINOIS.

PARCEL 2: A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 13; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 13 A DISTANCE OF 199 FEET TO A POINT; THENCE NORTH 58 DEGREES 32 MINUTES EAST, A DISTANCE OF 1316.9 FEET TO A POINT THAT IS 200 FEET WESTERLY OF (MEASURED AT RIGHT ANGLES) WITH THE WESTERLY RIGHT-OF-WAY LINE OF U. S. ROUTE 66A (SAID POINT BEING THE NORTHWEST CORNER OF THE LAND CONVEYED BY DOCUMENT NO. R70-16561); THENCE SOUTH 29 DEGREES 39 MINUTES WEST ALONG A LINE THAT IS 200 FEET WESTERLY OF (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID ROUTE 66A, A DISTANCE OF 962.42 FEET; THENCE EAST ALONG A LINE THAT IS 50 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 13, A DISTANCE OF 282.14 FEET TO THE ORIGINAL CENTER LINE OF THE JOLIET AND CHICAGO ROAD; THENCE SOUTH 30 DEGREES 38 MINUTES WEST ALONG SAID ORIGINAL CENTER LINE A DISTANCE OF 58.13 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 13; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 A DISTANCE OF 899.68 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THAT PART OF THE LAND FALLING WITHIN U. S. ROUTE 66A, (ALSO KNOWN AS THE JOLIET AND CHICAGO ROAD) PART OF WHICH WAS CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY DOCUMENT R96-022166) IN WILL COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 88 DEGREES 26 MINUTES 09 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER 464.53 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 26 MINUTES 09 SECONDS EAST ALONG SAID NORTH LINE 384.22 FEET TO THE WESTERLY LINE OF JOLIET ROAD; THENCE SOUTH 28 DEGREES 04 MINUTES 24 SECONDS WEST ALONG SAID WESTERLY LINE 190.00 FEET; THENCE NORTH 61 DEGREES 55 MINUTES 36 SECONDS WEST 333.95 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THAT PART OF THE LAND FALLING WITHIN U. S. ROUTE 66A (ALSO KNOWN AS THE JOLIET ROAD), PART OF WHICH WAS CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY DOCUMENT R96-022166) IN WILL COUNTY, ILLINOIS.

pin 02-13-104-006 Address: Joliet Road, Bolingbrook, IL

## UNOFFICIAL COPY

Exhibit B

Parcel D: (vacant land at 36<sup>th</sup> + Kostner,  
Chicago, IL)

## PARCEL D1:

A TRACT OF LAND CONSISTING OF PARTS OF LOT 1 IN COUNTY CLERK'S DIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34, TOGETHER WITH PARTS OF LOTS 5 AND 7 IN COUNTY CLERK'S DIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF SAID SECTION 34, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE 428.68 FEET SOUTH OF AND PARALLEL TO THE EAST AND WEST CENTER LINE OF SAID SECTION 34 AND A LINE 33.00 FEET EAST OF AND PARALLEL TO THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 34; THENCE WEST, ALONG SAID LINE 428.68 FEET SOUTH OF AND PARALLEL TO SAID EAST AND WEST CENTER LINE, 449.95 FEET, MORE OR LESS, TO THE CENTER LINE OF EXISTING ROAD, THENCE SOUTH, ALONG SAID CENTER LINE OF THE EXISTING ROAD, 433.29 FEET, TO A LINE 861.97 FEET SOUTH OF AND PARALLEL TO SAID EAST AND WEST CENTER LINE OF SECTION 34, THENCE EAST, ALONG SAID LINE 861.97 FEET SOUTH OF AND PARALLEL TO SAID EAST AND WEST CENTER LINE, 449.95 FEET MORE OR LESS, TO SAID LINE 33.00 FEET EAST OF AND PARALLEL TO SAID NORTH AND SOUTH CENTER LINE, THENCE NORTH, ALONG SAID LINE 33.00 FEET EAST OF AND PARALLEL TO SAID NORTH AND SOUTH CENTER LINE, 433.29 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL D2:

EASEMENT FOR THE BENEFIT OF PARCEL D1 AS CREATED BY GRANT FROM PEOPLES GAS LIGHT AND COKE COMPANY, CORPORATION OF ILLINOIS, DATED JANUARY 26, 1967 AND RECORDED JANUARY 30, 1967 AS DOCUMENT 20053109 FOR A ROADWAY AND INSTALLATION AND MAINTENANCE OF GAS PIPELINES, ELECTRICAL CONDUIT SYSTEMS, SEWERS, WATER PIPES, CONDUITS, WIRES, LINES, POLES AND OTHER POLES AND OTHER RELATED FACILITIES, THROUGH, ALONG, UNDER AND ACROSS THE FOLLOWING DESCRIBED PARCEL OF LAND:

THE NORTH 188.03 FEET OF THE SOUTH 488.03 FEET OF THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES EAST OF A LINE 1430.00 FEET WEST FROM AND PARALLEL WITH THE EAST LINE OF SAID NORTHEAST 1/4

## PARCEL D3:

EASEMENT FOR THE BENEFIT OF PARCEL D1 AS CREATED BY GRANT FROM PEOPLES GAS LIGHT AND COKE COMPANY, CORPORATION OF ILLINOIS, DATED JANUARY 26, 1967 AS DOCUMENT 20053109, FOR ROADWAY AND INSTALLATION AND MAINTENANCE OF GAS PIPES, ELECTRICAL CONDUIT SYSTEMS, SEWERS, WATER PIPES, CONDUITS, WIRES, LINES, POLES AND OTHER RELATED FACILITIES, THROUGH, ALONG, UNDER AND ACROSS THE FOLLOWING DESCRIBED PARCEL OF LAND:

A STRIP OF LAND 100 Feet WIDE EXTENDING ACROSS THE EAST 1/2 OF THE

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SOUTHEAST 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 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 34, SAID STRIP OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF THE EAST 33 FEET OF SAID SOUTHEAST 1/4 OF SECTION 34, TO A POINT THEREON WHICH IS 247.54 FEET SOUTH FROM THE NORTH LINE OF SAID SOUTHEAST 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 1/4 OF SECTION 34, AND ON A LINE WHICH IS 1430.00 FEET WEST FROM AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 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 FEET, MEASURED PERPENDICULARLY, SOUTHEASTERLY FROM AND PARALLEL WITH THE AFORESAID STRAIGHT LINE;  
 THENCE NORTHEASTWARDLY ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 1505.27 FEET TO ITS INTERSECTION WITH SAID WEST LINE OF THE EAST 33 FEET OF SECTION 34; AND THENCE NORTH ALONG SAID WEST LINE OF THE EAST 33 FEET, A DISTANCE OF 107.75 FEET TO THE POINT OF BEGINNING;

PARCEL D4:

EASEMENT FOR THE BENEFIT OF PARCEL D1 AS CREATED BY GRANT FROM FIRST AMERICAN REALTY COMPANY, CORPORATION OF DELAWARE, DATED JANUARY 26, 1967 AND RECORDED JANUARY 30, 1967 AS DOCUMENT 20253110 FOR A ROADWAY, INGRESS AND EGRESS AND PASSAGE OF TRAFFIC, AND MAINTAINING, SERVICING, REPLACING, INSTALLING, EXTENDING AND CONSTRUCTING SEWER PIPES, WATER PIPES, CONDUITS, CABLES, WIRES, LINES, POLES, FIRE HYDRANTS AND ANY COLLATERAL OR SIMILAR UTILITY EQUIPMENT OVER, UPON, ALONG AND ACROSS THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PARCEL OF LAND CONSISTING OF A PART OF THE SOUTH 1/2 OF THE NORTHEAST HALF OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND CONSISTING ALSO OF A PART OF LOT 1 IN COUNTY CLERK'S DIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 34, TOGETHER WITH A PART OF EACH OF LOTS 4, 5, AND 7 IN COUNTY CLERK'S DIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF SAID SECTION 34, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON A LINE WHICH IS 1430 FEET WEST FROM AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 34, AT A POINT THEREON WHICH IS 891.97 FEET SOUTH FROM THE NORTH LINE OF SAID SOUTHEAST 1/4, AND RUNNING  
 THENCE WEST ALONG A LINE PARALLEL WITH THE EAST AND WEST CENTER LINE OF SAID SECTION 34, A DISTANCE OF 1666.39 FEET;  
 THENCE NORTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID SECTION 34, A DISTANCE OF 1257.57 FEET;

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THENCE NORTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHWEST  
 AND HAVING A RADIUS OF 102.43 FEET, A DISTANCE OF 160.89 FEET TO A POINT  
 468.03 FEET NORTH FROM SAID EAST AND WEST CENTER LINE OF SECTION 34, WHICH  
 POINT IS 2993.96 FEET WEST FROM THE EAST LINE OF SAID SECTION 34;  
 THENCE EAST ALONG A LINE PARALLEL WITH SAID EAST AND WEST CENTER LINE OF  
 SECTION 34, A DISTANCE OF 1563.96 FEET TO ITS INTERSECTION WITH SAID LINE  
 WHICH IS 1430 FEET WEST FROM AND PARALLEL WITH THE EAST LINE OF SAID SECTION  
 34;  
 THENCE SOUTH ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 60.00  
 FEET;  
 THENCE WEST ALONG A LINE 308.03 FEET NORTH FROM AND PARALLEL WITH SAID  
 EAST AND WEST CENTER LINE OF SECTION 34, A DISTANCE OF 1506.39 FEET;  
 THENCE SOUTHWESTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE  
 NORTHWEST AND HAVING A RADIUS OF 100 FEET A DISTANCE OF 157.08 FEET TO A  
 POINT WHICH IS 308.03 FEET NORTH FROM SAID EAST AND WEST CENTER LINE OF  
 SECTION 34 AND WHICH IS 3036.39 FEET WEST FROM THE EAST LINE OF SAID  
 SECTION 34;  
 THENCE SOUTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID SECTION 34  
 A DISTANCE OF 1040.00 FEET;  
 THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST  
 AND HAVING A RADIUS OF 100 FEET A DISTANCE OF 157.08 FEET TO A POINT  
 WHICH IS 2936.39 FEET WEST FROM THE EAST LINE OF SAID SECTION 34 AND  
 WHICH IS 831.97 FEET SOUTH FROM SAID EAST AND WEST CENTER LINE OF SECTION  
 34;  
 THENCE EAST ALONG A LINE PARALLEL WITH SAID EAST AND WEST CENTER LINE OF  
 SECTION 34 A DISTANCE OF 1506.39 FEET TO ITS INTERSECTION WITH SAID LINE  
 WHICH IS 1430 FEET WEST FROM AND PARALLEL WITH THE EAST LINE OF THE  
 SOUTHEAST 1/4 OF SECTION 34; AND  
 THENCE SOUTH ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 60.00  
 FEET TO THE POINT OF BEGINNING. (EXCEPT THAT PART FALLING IN PARCEL D1),  
 IN COOK COUNTY, ILLINOIS.

P.I.N. 16-34-302-014-0000  
 16-34-302-030-0000  
 16-34-302-031-0000  
 16-34-302-024-0000  
 16-34-400-017-0000

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