



Doc#: 0824222099 Fee: \$72.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/29/2008 12:51 PM Pg: 1 of 5

GRANT OF RIGHT OF FIRST REFUSAL

THIS GRANT OF RIGHT OF FIRST REFUSAL ("Grant") is hereby granted effective the 21st day of July, 2008, by STEPHEN R. NAPLETON AND CAROL C. NAPLETON, Individually, having an office address of 5950 and 5850 Northwestern Avenue, Chicago, Illinois 60659-2816 ("Grantor") to CHRYSLER REALTY COMPANY LLC, a Delaware limited liability company, having an address of 1000 Chrysler Drive, CIMS 485-04-25, Auburn Hills, Michigan 48326 ("Grantee").

RECITALS

- A. Grantor is the owner of certain real property commonly known as 5950 and 5850 Northwestern Avenue, Chicago, Illinois ("Premises"), as more particularly described on Exhibit "A," a copy of which is attached hereto and incorporated herein by reference.
- B. Grantor desires to confer unto Grantee a right of first refusal to purchase the Premises.

NOW, THEREFORE, in consideration of the sum of \$100.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby give and grant to the Grantee the following right of first refusal upon the terms and conditions herein stated:

1. The term of this Grant shall commence on September 1, 2015 and terminate on September 1, 2025 unless sooner terminated as herein provided.
2. During the term of this Grant should Grantor receive or secure a bona fide offer to sell the Premises, which offer is acceptable to Grantor, Grantor shall, within 10 days following receipt of such offer, transmit a true copy of such offer to Grantee. Grantee shall have 60 days following receipt of such offer to notify Grantor that Grantee elects to purchase the Premises upon the same terms and conditions as contained in such offer. Should Grantee not elect to purchase the Premises within the 60-day period, Grantor may sell the Premises to the party making the original offer on the terms and conditions set forth in the original offer.
3. Grantee's right of first refusal to purchase shall remain in effect during the entire term specified in Paragraph 1 hereof. It is the express intent of the parties hereto that Grantee's right of first refusal to purchase shall only terminate upon the occurrence of one of the following events:
 - (a) Grantee does not elect to purchase the Premises, as provided in Paragraph 2 hereof, and Grantor sells the Premises to the party making the original offer on the terms and conditions set forth in the original offer; or
 - (b) the expiration of the term specified in Paragraph 1 hereof.

UNOFFICIAL COPY

4. Should Grantee elect to purchase the Premises, Grantee shall not be responsible for any real estate broker's commission relating to such purchase.

5. Grantee shall have the unrestricted right to assign this Grant to DaimlerChrysler or any successor thereof, to any subsidiary of DaimlerChrysler or successor thereof or to any corporation owned or controlled by DaimlerChrysler or any successor thereof.

6. Nothing contained herein shall require nor shall be construed to require Grantee to purchase the Premises.

7. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed given (a) when personally delivered to the party to be given such notice or other communication, (b) on the business day that such notice or other communication is sent by facsimile or similar electronic device, fully prepaid, which facsimile or similar electronic communication shall promptly be confirmed by written notice, (c) on the third business day following the date of deposit in the United States mail if such notice or other communication is sent by certified or registered mail with return receipt requested and postage thereon fully prepaid, or (d) on the business day following the day such notice or other communication is sent by reputable overnight courier to the following:

If to Grantor: Stephen R. Napleton
Carol C. Napleton
5950 Northwestern Avenue
Chicago, IL 60659-2816

If to Grantee: Chrysler Realty Company LLC
1000 Chrysler Drive, CIMS 485-04-25
Auburn Hills, Michigan 48326-2766
Attention: Director, Dealership Properties
and Facilities

or to such other address as the parties may designate in writing.

8. The Grantor fully understands and agrees that this Grant may, at the option of Grantee, be recorded in its entirety.

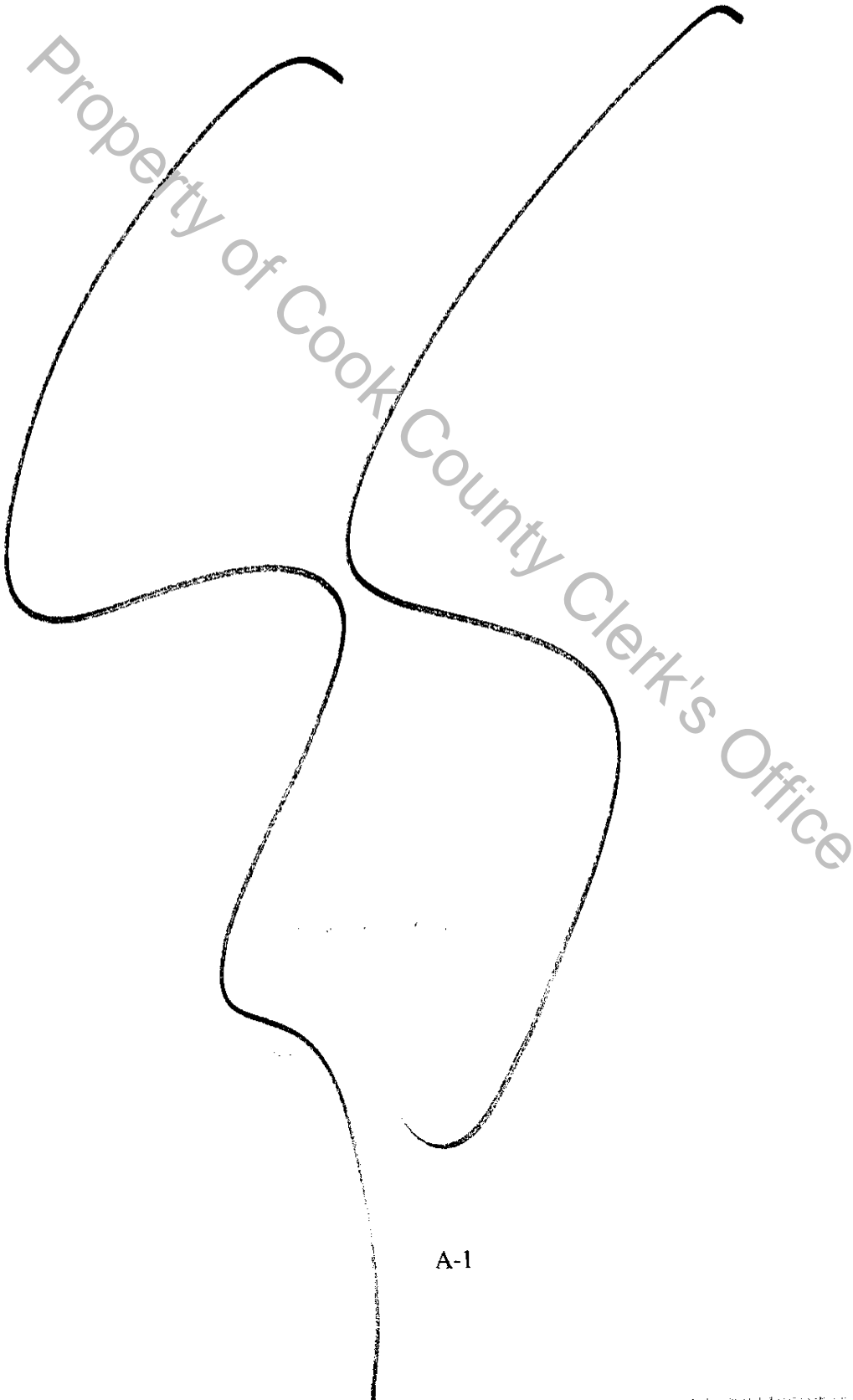
9. In the event that legal action is commenced by the Grantor or Grantee to interpret or to enforce the terms of this Grant or to recover damages as a result of the breach thereof, the party prevailing in any such action shall be entitled to recover from the other party or parties all reasonable attorneys' fees and costs incurred by the prevailing party.

10. The terms and conditions of this Grant shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective heirs, representatives, successors or assigns.

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION



UNOFFICIAL COPY

PARCEL 1:

Lots 1 to 10, both inclusive, (except that part of said Lots taken for widening of Western Avenue) in Block 1 in W. F. Kaiser and Company's Arcadia Terrace, being a subdivision of the North half of the South East quarter (except the West 33 feet) and the South East quarter of the South East quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

Lots 11 to 20, both inclusive, (except that part of said Lots taken for widening of Western Avenue) in Block 1 in W. F. Kaiser and Company's Arcadia Terrace, being a subdivision of the North half of the South East quarter (except the West 33 feet) and the South East quarter of the South East quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3:

Lots 1 to 3, (except that part of said Lots taken for widening of Western Avenue) in Block 16 in W. F. Kaiser and Company's Arcadia Terrace, being a Subdivision of the North half of the Southeast quarter (except the west 33 feet) and the southeast quarter of the southeast quarter of Section 1, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

The three parcels may also be identified by reference to Permanent Index Numbers (P.I.N.'s) 13-01-407-035-0000 and 13-01-415-041-0000

Property Address: 5850 and 5900-50 North Western Avenue,
Chicago, Illinois