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Cook County Recorder of Deeds
Date: 04/08/2010 10:04 AM Pg: 1 of 15

Recording requested by and
After recording return to:

Angela E. Hart
Levun, Goodman & Cohen, LLP
500 Skokie Blvd., Suite 650
Northbrook, Illinois 60062

Reciprocal Easement Agreement

This Reciprocal Easement Agreement ("**Agreement**") is made as of this 19th day of March, 2010, by and between Silver Beauty LLC, a Delaware limited liability company (f/k/a the Raymond Family Dynasty Limited Partnership) ("**Silver Beauty**") and 5800 West 51st Street Enterprises, L.L.C., an Illinois limited liability company ("**51st Street Enterprises**").

Recitals:

A. Silver Beauty is the fee owner of that certain parcel of improved real property that is legally described on Exhibit A, attached hereto and made a part hereof, and graphically depicted on Exhibit D, attached hereto and made a part hereof, and commonly known as 5750 West 51st Street, Bedford Park, Cook County, Illinois ("**Silver Beauty Property**");

B. 51st Street Enterprises is the fee owner of that certain parcel of improved real property that is legally described on Exhibit B, attached hereto and made a part hereof, and graphically depicted on Exhibit D, attached hereto and made a part hereof, and commonly known as 5800 West 51st Street, Bedford Park, Cook County, Illinois ("**51st Street Enterprises Property**"), which Silver Beauty Property is contiguous to the 51st Street Enterprises Property. The Silver Beauty Property and the 51st Street Enterprises Property are hereinafter sometimes individually referred to as a "**Property**," and collectively as the "**Properties**;" and

C. Silver Beauty now desires to grant an access and parking easements for the benefit of the 51st Street Enterprises Property over certain portions of the Silver Beauty Property, and 51st Enterprises now desires to grant an access easement for the benefit of the Silver Beauty Property over portions of the 51st Street Enterprises Property, subject to and in accordance with the terms and conditions of this Agreement.

Agreement:

NOW THEREFORE, for and in consideration of the covenants and agreements hereafter provided and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Silver Beauty and 51st Street Enterprises hereby covenant and agree as follows:

S	yes
P	15
E	/
W	yes
SC	yes
E	NO
INT	Se

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1. Grant of Easements.

(a) Silver Beauty Access Easement. Subject to the terms, covenants, conditions and restrictions contained in this Agreement, Silver Beauty hereby grants and conveys for the benefit of the 51st Street Enterprises Property and the "Owner" thereof (as defined below in Section 3 below), for its use and the use of its "Permittees" (as defined below in Section 3 below), and in common with others entitled to use the same, a perpetual, non-exclusive and irrevocable appurtenant easement ("**Silver Beauty Access Easement**"), in, over and across that portion of the Silver Beauty Property ("**Silver Beauty Easement Area**") that is legally described on Exhibit C, attached hereto and incorporated herein, and graphically depicted on attached Exhibit D, for vehicular and pedestrian ingress and egress between the Properties and West 51st Street, and for the use, operation, maintenance, repair and replacement of a private shared access drive located thereon.

(b) 51st Street Enterprises Access Easement. Subject to the terms, covenants, conditions and restrictions contained in this Agreement, 51st Street Enterprises hereby grants and conveys for the benefit of the Silver Beauty Property and the Owner thereof, for its use and the use of its Permittees, and in common with others entitled to use the same, a perpetual, non-exclusive and irrevocable appurtenant easement ("**51st Street Enterprises Access Easement**"), in, over and across that portion of the 51st Street Enterprises Property ("**51st Street Enterprises Easement Area**") that is legally described on Exhibit C, attached hereto and incorporated herein, and graphically depicted on attached Exhibit D, for vehicular and pedestrian ingress and egress between the Properties and West 51st Street, and for the use, operation, maintenance, repair and replacement of a private shared access drive located thereon. The Silver Beauty Access Easement, the Parking Easement (as defined in Section 1(d) below) and the 51st Street Enterprises Access Easement are hereinafter collectively referred to as the "**Access Easement.**" The Silver Beauty Easement Area, the Parking Easement Area (as defined in Section 1(d) below) and the 51st Street Enterprises Easement Area are hereinafter collectively and individually referred to as the "**Easement Area.**"

(c) Use of Access Easement. The Access Easement includes the right to construct, maintain, repair, replace, operate, and relocate a roadway in the Easement Area and the right to construct, maintain, repair, replace, operate and relocate underground and aboveground utility facilities and service connections for cable, electric, water, sewer, gas, telephone and other utility services in the Easement Area, together with the right to enter upon such portions of the Properties as is reasonably necessary from time to time to exercise the rights and perform and duties and obligations of the Owners under this Agreement.

(d) Parking Easement. Subject to the terms, covenants, conditions and restrictions contained in this Agreement, Silver Beauty hereby grants and conveys to the 51st Street Enterprises Property and the Owner thereof, for its use and the use of its Permittees, in common with others entitled to use the same (including without limitation, Owners and its designated Permittees of the Silver Beauty Property), a perpetual, non-exclusive and irrevocable appurtenant easement for parking ("**Parking Easement**") in, over, and across a portion of the Silver Beauty Easement Area ("**Parking Easement Area**"), the location of which is graphically depicted on attached Exhibit D. The Owner of the Silver Beauty Property reserves the right to modify the number, size and location of the parking spaces in the Parking Easement from time to time in its sole, but reasonable, discretion.

(e) Reservation for Parking. Notwithstanding anything to the contrary contained in this Agreement, 51st Street Enterprises reserves unto itself for the benefit of the 51st Street Enterprises Property and the Owner thereof and its Permittees, exclusive use of the parking spaces located in the 51st Street Enterprises Easement Area ("**51st Street Enterprises Parking Area**"), the general location of

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which are graphically depicted on attached Exhibit D. The Owner of the 51st Street Enterprises Property reserves the right to modify the number, size and location of the parking spaces located in the 51st Street Enterprises Parking Area from time to time in its sole, but reasonable, discretion.

2. Prohibited Uses. The Owner of a Property will not (i) construct any buildings or other structures of a permanent nature over the Easement Area, or (ii) obstruct access into, over or through the Easement Area by the Owner of the other Property or its Permittees or their guests or invitees; except however, that the Owner of a Property reserves the right to construct, maintain, operate, repair and replace in, on and over the Easement Area, driveways, curbing and other paved areas as well as drainage, landscaping irrigation systems and other underground improvements, provided that such improvements do not materially and adversely interfere with the use of the Access Easement or Parking Easement by the Owner of the other Property or its Permittees or their guests or invitees.

3. Owner. As used herein, (a) the term “**Owner**” will mean the holders from time to time of fee simple title to either the 51st Street Enterprises Property or the Silver Beauty Property, as the case may be, and (b) the term “**Permittee**” will mean any person or entity from time to time entitled to the use and occupancy of any portion of either the 51st Street Enterprises Property or the Silver Beauty Property, as the case may be, under an ownership right or any lease, sublease, license, concession or other similar agreement, and all officers, directors, employees, agents, tenants, contractors, customers, vendors, suppliers, visitors, invitees, licensees, subtenants and concessionaires of such person or entity.

4. Maintenance and Repair. Subject to the terms and conditions hereof, each Owner or its successors or assigns, will maintain that portion of the Easement Area located on its Property and the improvements located thereon (e.g., the pavement) in accordance with all applicable laws, statutes, codes and ordinances, in good condition and free from obstructions and from unreasonable accumulation of snow, ice and debris.

5. Liability for Damage. Notwithstanding anything in this Agreement to the contrary, to the extent an Owner or its Permittees or any of their agents, contractors, subcontractors, representatives, employees, successors or assigns, causes any damage to the other Owner's Property or the Easement Area, or any of the improvements constructed thereon (as permitted by this Agreement), then the Owner responsible for that damage will promptly pay one hundred percent (100%) of the cost of the repair thereof.

6. Self-Help. If an Owner fails to perform its maintenance, repair or replacement obligations hereunder in accordance with the requirements of this Agreement and does not cure that failure within thirty (30) days after written notice from the other Owner in connection therewith, then the other Owner will have the right (but not the obligation) to cure the non-performing Owner's failure. If the other Owner exercises its right to cure any such failure, then the non-performing Owner will pay to the curing Owner all reasonable costs and expenses incurred by the curing Owner in completing that cure. That payment will be made within thirty (30) days after written demand therefor, which written demand will include reasonable documentation of those costs and expenses. Notwithstanding anything in this Section 6 to the contrary, if the failure to maintain described above involves a situation causing, or immediately likely to cause, bodily injury to persons, substantial physical damage to property or legal or administrative action against the curing Owner's Property or the occupants thereof in connection therewith, then the foregoing notice and opportunity to cure will not be required as a condition to the exercise by the curing Owner of its rights hereunder.

Subject to the terms and conditions of this Section 6, the non-performing Owner hereby declares, grants and establishes, as an appurtenance to the curing Owner's Property, a non-exclusive, irrevocable and perpetual easement, on, over and across so much of the non-performing Owner's Property as is

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reasonably necessary for the curing Owner to perform the non-performing Owner's unperformed maintenance, repair or replacement obligations under this Agreement.

7. Indemnification. Each Owner, on behalf of itself and its successors or assigns, hereby agrees to indemnify, defend, save and hold harmless the other Owner and its successors, assigns, officers and agents, from and against any and all liability, claims, judgments, loss, cost, damage or expense, suffered or incurred by the indemnifying Owner, including without limitation reasonable attorneys' and experts' fees and court costs, due to any personal injury, death, property damage or mechanics' liens caused by any activities of the indemnifying Owner or its employees, agents, contractors or Permittees pursuant to the terms of this Agreement on or about any part of the Easement Area, except to the extent caused by or arising out of the negligent act or omission of the Owner being indemnified or its Permittees.

8. Written Assurances. Upon a written request from an Owner, the other Owner will execute and deliver a "Written Assurance" (as hereinafter defined) to a prospective owner or mortgage lender regarding the requesting Owner's Property. A "**Written Assurance**" is a writing which states that, except as otherwise provided in that Written Assurance: (a) this Agreement has not been amended or modified in any manner not of record with the Office of the Recorder for Cook County, Illinois; (b) there are no defaults presently existing under this Agreement by the party executing and delivering the Written Assurance; (c) there are no amounts presently due and owing to the party executing and delivering the Written Assurance from the party requesting the Written Assurance; and (d) to the best knowledge of the party executing and delivering the Written Assurance there are no defaults presently existing by any other party to this Agreement.

9. Miscellaneous

a. Limitation on Obligations. Anything in this Agreement to the contrary notwithstanding, none of the parties hereto, and none of their respective successors or assigns, will be liable under this Agreement with respect to any event, act or omission which occurs at any time before or after that party is the fee simple owner of that Owner's Property. It is the intention that the covenants and obligations contained in this Agreement will be binding upon each party, and its successors and assigns, only during and in respect to their respective successive periods of ownership.

b. Attorneys' Fees. In the event of any litigation or judicial action in connection with this Agreement or the enforcement hereof, the prevailing party or parties in any such litigation or judicial action will be entitled to recover all reasonable costs and expense of any such judicial litigation (including, without limitation, reasonable attorneys' fees) from the non-prevailing party or parties.

c. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes any and all prior memoranda, correspondence, conversations and negotiations in such regard.

d. Incorporation of Recitals. All of the Recitals set forth at the beginning of this Agreement are hereby incorporated into and made a part of this Agreement.

e. Successors and Assigns: Covenant Running with the Land. This Agreement will bind and inure to the benefit of the Owner(s) of the Properties subject to this Agreement, and their respective successors and assigns. This Agreement and the covenants, conditions, restrictions and easements established herein will be covenants running with the land.

f. Amendment and Termination. This Agreement may be amended, modified or terminated only by a written agreement executed and entered into by all the Owners of the 51st Street

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Enterprises Property and the Silver Beauty Property at the time of such amendment, modification or termination.

g. Governing Law. The Agreement will be governed by the laws of the State of Illinois, without application of its choice of law rules.

h. No Consequential Damages. No Owner hereunder will be liable for consequential, indirect, special or punitive damages.

i. Validity and Severability. If any provision of this Agreement is held invalid or unenforceable, such holding will not affect the validity or enforceability of any other provisions hereof, all of which other provisions will, in such case, remain in full force and effect.

j. Anti-Merger. The rights and duties of the Owner(s) hereunder shall not merge in the event that fee title to the Silver Beauty Property and the 51st Street Enterprises Property are held by the same entity.

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

"SILVER BEAUTY"

Silver Beauty LLC, a Delaware limited liability company

By: Gary Raymond
Gary Raymond, a Company Manager

"51st STREET ENTERPRISES"

5800 West 51st Enterprises LLC, an Illinois limited liability company

By: Silver Beauty LLC, a Delaware limited liability company, its sole member

By: Gary Raymond
Gary Raymond, a Company Manager

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Acknowledgement

STATE OF ILLINOIS)
) SS
COUNTY OF DuPage)

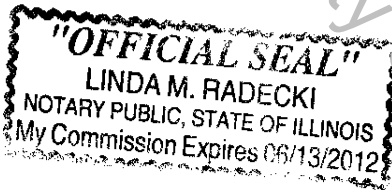
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Gary Raymond, acting in his capacity as a Company Manager of Silver Beauty LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing document, appeared before me this day in person and, acknowledged to me that, being so duly authorized, he signed and delivered that document as his free and voluntary act and as the free and voluntary act of the aforementioned limited liability company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal as of this 19 day of March, 2010.

Linda M. Radecki

Notary Public

My Commission expires: 6/13/2012



Acknowledgement

STATE OF ILLINOIS)
) SS
COUNTY OF Illinois (DuPage))

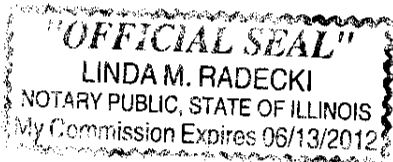
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Gary Raymond, acting in his capacity as a Company Manager of Silver Beauty LLC, a Delaware limited liability company, in its capacity as the sole member of 5300 W. 51st Street Enterprises L.L.C., an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing document, appeared before me this day in person and, acknowledged to me that, being so duly authorized, he signed and delivered that document as his free and voluntary act and as the free and voluntary act of the aforementioned limited liability company for the use and purposes therein set forth.

Given under my hand and Notarial Seal as of this 19 day of March, 2010.

Linda M. Radecki

Notary Public

My Commission expires: 6/13/2012



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EXHIBIT A

Legal Description of 51st Street Enterprises Property

PARCEL 1:

THE NORTH 486.31 FEET OF THE SOUTH 526.31 FEET OF THE WEST 230.29 FEET OF THE EAST 255.29 FEET OF THE PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID NORTHEAST 1/4 OF SECTION 8; ALSO A TRIANGULAR PARCEL OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8 AFORESAID DESCRIBED BY:

BEGINNING AT A POINT ON ABOVE DESCRIBED TRACT WHICH IS 17.00 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE NORTH, PARALLEL WITH THE WEST LINE OF ABOVE DESCRIBED TRACT EXTENDED, A DISTANCE OF 170.00 FEET; THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO A POINT ON NORTH LINE OF ABOVE DESCRIBED TRACT, 34.00 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE WEST 17.00 FEET TO PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 526.31 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND WHICH LIES ON A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, AND PASSES THROUGH A POINT ON SAID SOUTH LINE, SAID POINT BEING 25.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION; THENCE CONTINUED NORTH ON SAID RIGHT ANGLE LINE, 300.00 FEET TO THE NORTH LINE OF THE SOUTH 826.31 FEET OF SAID QUARTER QUARTER SECTION; THENCE WEST ALONG SAID LINE, 209.56 FEET; THENCE NORTHWESTERLY 27.29 FEET TO A POINT, WHICH IS 212.29 FEET WEST OF A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 ABOVE DESCRIBED AND WHICH IS ALSO 853.60 FEET NORTH OF THE SOUTH LINE OF QUARTER QUARTER SECTION, THENCE SOUTHERLY 40.01 FEET TO A POINT 213.29 FEET WEST OF A LINE HERETOFORE DESCRIBED AS DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, SAID POINT BEING 813.60 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH ALONG A LINE, WHICH IS 213.29 FEET WEST OF AND PARALLEL WITH THE AFORESAID LINE DESCRIBED AS DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, A DISTANCE OF 117.29 FEET; THENCE SOUTHEASTERLY, 170.85 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 526.31 FEET OF SAID QUARTER QUARTER SECTION, WHICH IS 196.29 FEET WEST OF THE LINE DRAWN AT RIGHT ANGLES TO THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, AS HERETOFORE DESCRIBED; THENCE EAST ALONG THE NORTH LINE OF THE AFORESAID SOUTH 526.31 FEET, A DISTANCE OF 196.29 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

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BEGINNING AT A POINT ON THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, WHICH IS 255.29 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH AT RIGHT ANGLES TO THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, 772.31 FEET; THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO A POINT ON THE NORTH LINE OF THE SOUTH 526.31 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 8, WHICH IS 25.00 FEET WEST OF THE LAST DESCRIBED LINE; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, 132.00 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE NORTH LINE OF THE SOUTH 526.31 FEET AFORESAID TO THE SOUTH LINE OF SAID QUARTER QUARTER SECTION; THENCE EAST 157.00 FEET TO THE PLACE OF BEGINNING, EXCEPT THE SOUTH 40.00 FEET OF SAID DESCRIBED TRACT RESERVED AS A PRIVATE STREET, ALSO EXCEPT THE NORTH 306.00 FEET OF THE SOUTH 346.00 FEET AND THE WEST 117.29 FEET OF SAID DESCRIBED TRACT, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

THE WEST HALF OF VACATED MENARD AVENUE, EAST OF AND ADJOINING PARCELS 1 AND 2, WHICH PARCEL IS PART OF THAT PART OF MENARD AVENUE, 50 FEET IN WIDTH, DEDICATED FOR PUBLIC STREET IN DOCUMENT NO. 21697009, RECORDED AUGUST 24, 1971, LYING NORTH OF THE NORTH RIGHT-OF-WAY OF WEST 51ST STREET AND SOUTH OF A LINE 818.0 FEET NORTH OF THE NORTH RIGHT-OF-WAY LINE OF WEST 51ST STREET IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 5800 West 51st Street, Bedford Park, Illinois

PINS: 19-08-202-003-0000 (Parcel 1 & 9)
 19-08-202-020-0000 (Parcel 2 & 9)
 19-08-202-052-0000 (Parcel 6)

UNOFFICIAL COPY**Exhibit B**Legal Description of Silver Beauty Property**PARCEL 3:**

THAT PART OF SOUTH 1/2 OF NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 858.0 FEET NORTH OF SOUTH LINE OF NORTHEAST 1/4 OF SAID SECTION 8, ON A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF SAID NORTHEAST 1/4 THROUGH THE SOUTHEAST CORNER OF SOUTHWEST 1/4 OF NORTHEAST 1/4 OF SECTION 8 AFORESAID, THENCE CONTINUING NORTH ON THE DESCRIBED LINE 475.04 FEET TO A POINT IN THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4, THENCE WEST ALONG NORTH LINE OF SAID SOUTH 1/2 OF NORTHEAST 1/4 A DISTANCE OF 6.52 FEET, TO AN INTERSECTION WITH A CURVED LINE CONVEX TO THE SOUTHEAST, THENCE SOUTHWESTERLY ALONG SAID CURVED LINE, HAVING A RADIUS OF 392.56 FEET, A DISTANCE OF 222.82 FEET TO A POINT OF TANGENCY OF SAID CURVE, THENCE SOUTHWESTERLY ALONG SAID TANGENT 35.87 FEET TO THE POINT OF TANGENCY OF A CURVED LINE CONVEX TO THE NORTHWEST, THENCE SOUTHWESTERLY ALONG SAID CURVED LINE WITH A RADIUS OF 373.56 FEET A DISTANCE OF 235.85 FEET TO THE POINT OF TANGENCY OF SAID CURVE LYING ON A LINE 237.29 FEET WEST OF AND PARALLEL WITH A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF NORTHEAST 1/4 ABOVE DESCRIBED, SAID POINT OF TANGENCY BEING 853.60 FEET NORTH OF SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 8; THENCE SOUTHERLY 27.29 FEET TO A POINT 234.56 FEET WEST OF THE LINE HERETOFORE DESCRIBED AS DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF NORTHEAST 1/4 OF SECTION 8 SAID POINT LYING ON A LINE 826.31 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4, THENCE EAST ALONG THE LAST DESCRIBED LINE 209.56 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 31.69 FEET, THENCE EAST 25 FEET TO POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT A POINT 1286.25 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION, AND ON A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF SAID QUARTER SECTION THROUGH THE AFORESAID SOUTHWEST CORNER OF THE SOUTHEAST 1/4 NORTHEAST 1/4 OF SAID SECTION; THENCE NORTH ALONG SAID "RIGHT ANGLE LINE" FOR A DISTANCE OF 46.79 FEET TO THE EAST AND WEST QUARTER LINE OF SAID NORTHEAST 1/4 OF SECTION 8; THENCE EAST ALONG SAID LINE 7.21 FEET TO AN INTERSECTION WITH THE NORTH AND SOUTH QUARTER LINE OF SAID NORTHEAST 1/4; THENCE NORTH ALONG SAID LINE 255.93 FEET TO AN INTERSECTION WITH A CURVED LINE; THENCE SOUTHEASTERLY ALONG SAID CURVED LINE, CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 392.56 FEET, FOR A DISTANCE OF 149.10 FEET; THENCE SOUTHEASTERLY TANGENT TO SAID CURVED LINE FOR A DISTANCE OF 87.57 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG SAID CURVE, CONVEX NORTHEASTERLY, HAVING A RADIUS OF 349.76 FEET, A DISTANCE OF 132.03 FEET TO A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE AFOREMENTIONED "RIGHT ANGLE LINE" AND THROUGH THE POINT OF BEGINNING; THENCE WEST ALONG SAID LINE FOR A DISTANCE OF 212.48 FEET TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

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PARCEL 5:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS BEGINNING AT A POINT 916.25 FEET NORTH OF THE SOUTHWEST CORNER OF SOUTH EAST 1/4 OF NORTHEAST 1/4 OF SAID SECTION AND ON A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF SAID 1/4 SECTION THROUGH THE AFORESAID SOUTHWEST CORNER OF SOUTH EAST 1/4 OF NORTHEAST 1/4 OF SAID SECTION, THENCE NORTH ALONG SAID RIGHT ANGLE LINE 370 FEET, THENCE EAST AT RIGHT ANGLE TO 1ST DESCRIBED LINE FOR A DISTANCE OF 212.48 FEET TO A POINT IN A CURVED LINE, CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 349.76 FEET, THENCE SOUTHEASTERLY ALONG SAID CURVED LINE FOR A CHORD DISTANCE OF 125.60 FEET TO THE POINT OF TANGENCY OF SAID CURVED LINE WITH A LINE 235.0 FEET EAST OF AND PARALLEL WITH RIGHT ANGLES LINE 1ST DESCRIBED HEREIN; THENCE SOUTH ALONG SAID PARALLEL LINE FOR A DISTANCE OF 246.45 FEET TO A POINT 916.25 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 8, THENCE WEST AT RIGHT ANGLES TO LAST DESCRIBED COURSE FOR A DISTANCE OF 235.0 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT A POINT 486 FEET NORTH OF SOUTHWEST CORNER OF SOUTH EAST 1/4 OF NORTHEAST 1/4 OF SAID SECTION AND ON A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF SAID 1/4 SECTION THROUGH THE AFORESAID SOUTHWEST CORNER OF SOUTH EAST 1/4 OF NORTHEAST 1/4 OF SAID SECTION; THENCE NORTH ALONG SAID RIGHT ANGLES LINE 847.04 FEET TO THE EAST AND WEST 1/4 LINE OF SAID NORTHEAST 1/4 OF SECTION 8, THENCE EAST ALONG SAID LINE 7.21 FEET TO AN INTERSECTION WITH NORTH AND SOUTH 1/4 LINE OF SAID NORTHEAST 1/4, THENCE NORTH ALONG SAID LINE 255.93 FEET TO AN INTERSECTION WITH A CURVED LINE CONVEX TO THE SOUTHWEST, THENCE SOUTHEASTERLY ALONG SAID CURVED LINE WITH A RADIUS OF 392.56 FEET A DISTANCE OF 149.10 FEET, THENCE SOUTHEASTERLY TANGENT TO SAID CURVED LINE 87.57 FEET TO THE POINT OF TANGENCY OF A CURVED LINE CONVEX TO THE NORTHEAST, THENCE SOUTHEASTERLY ALONG SAID CURVED LINE WITH A RADIUS OF 349.76 FEET A DISTANCE OF 257.09 FEET TO THE POINT OF TANGENCY OF SAID CURVED LINE ON A LINE 235 FEET EAST OF AND PARALLEL WITH RIGHT ANGLES LINE 1ST ABOVE DESCRIBED, THENCE SOUTH ALONG SAID LINE 550 FEET, THENCE SOUTHWESTERLY 127.57 FEET TO A POINT 220.19 FEET EAST OF THE RIGHT ANGLES LINE 1ST ABOVE DESCRIBED WHICH IS 485 FEET NORTH OF SOUTH LINE OF NORTHEAST 1/4 OF SAID SECTION 8, AFORESAID, THENCE WEST TO THE POINT OF BEGINNING, EXCEPTING FROM THE ABOVE DESCRIBED TRACT OF LAND THE WEST 25 FEET OF SOUTH 372 FEET THEREOF AND EXCEPTING THEREFROM THAT PART OF NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS BEGINNING AT A POINT 916.25 FEET NORTH OF THE SOUTHWEST CORNER OF SOUTH EAST 1/4 OF NORTHEAST 1/4 OF SAID SECTION AND ON A LINE DRAWN AT RIGHT ANGLES TO SOUTH LINE OF SAID 1/4 SECTION THROUGH THE AFORESAID SOUTHWEST CORNER OF SOUTH EAST 1/4 OF NORTHEAST 1/4 OF SAID SECTION, THENCE NORTH ALONG THE SAID RIGHT ANGLES LINE 370 FEET, THENCE EAST AT RIGHT ANGLES TO LAST DESCRIBED LINE FOR A DISTANCE OF 212.48 FEET TO A POINT IN A CURVED LINE, CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 349.76 FEET, THENCE SOUTHEASTERLY ALONG SAID CURVED LINE FOR A CHORD DISTANCE OF 125.60 FEET TO A POINT OF TANGENCY OF SAID CURVED LINE WITH A LINE 235.0 FEET EAST AND PARALLEL WITH RIGHT ANGLES LINE 1ST DESCRIBED HEREIN; THENCE SOUTH ALONG SAID PARALLEL LINE FOR A DISTANCE OF 246.45 FEET TO A POINT 916.25 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 8, THENCE WEST AT RIGHT ANGLES TO LAST DESCRIBED COURSE FOR A DISTANCE OF 235.0 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LAND: THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD

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PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT A POINT 1286.25 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION, AND ON A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF SAID QUARTER SECTION THROUGH THE AFORESAID SOUTHWEST CORNER OF THE SOUTHEAST 1/4 NORTHEAST 1/4 OF SAID SECTION; THENCE NORTH ALONG SAID "RIGHT ANGLE LINE" FOR A DISTANCE OF 46.79 FEET TO THE EAST AND WEST QUARTER LINE OF SAID NORTHEAST 1/4 OF SECTION 8; THENCE EAST ALONG SAID LINE 7.21 FEET TO AN INTERSECTION WITH THE NORTH AND SOUTH QUARTER LINE OF SAID NORTHEAST 1/4; THENCE NORTH ALONG SAID LINE 255.93 FEET TO AN INTERSECTION WITH A CURVED LINE; THENCE SOUTHEASTERLY ALONG SAID CURVED LINE, CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 392.56 FEET, FOR A DISTANCE OF 149.10 FEET; THENCE SOUTHEASTERLY TANGENT TO SAID CURVED LINE FOR A DISTANCE OF 87.57 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG SAID CURVE, CONVEX NORTHEASTERLY, HAVING A RADIUS OF 349.76 FEET, A DISTANCE OF 132.03 FEET TO A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE AFOREMENTIONED "RIGHT ANGLE LINE" AND THROUGH THE POINT OF BEGINNING; THENCE WEST ALONG SAID LINE FOR A DISTANCE OF 212.48 FEET TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

PARCEL 8:

THAT PART OF SOUTH 1/2 OF NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED BY BEGINNING AT THE SOUTHWEST CORNER OF SOUTH EAST 1/4 OF NORTHEAST 1/4 OF SAID SECTION; THENCE NORTH AT RIGHT ANGLES TO THE SOUTH LINE OF NORTHEAST 1/4 OF SAID SECTION, 486 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 254 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 465 FEET TO THE SOUTH LINE OF NORTHEAST 1/4 OF SECTION 8 AFORESAID; THENCE WEST 254 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THENCE WEST 25 FEET AND SOUTH 40 FEET THEREOF; ALSO THAT PART OF SOUTH 1/2 OF NORTHEAST 1/4 OF SECTION 8 AFORESAID, DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED PARCEL; THENCE NORTH 75 FEET TO A POINT; THENCE WEST AT RIGHT ANGLES 25.04 FEET TO A POINT; THENCE SOUTHWESTERLY 75.51 FEET TO A POINT 33.81 FEET DUE WEST OF THE POINT OF BEGINNING; THENCE EAST 33.81 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 9:

THE EAST 1/2 OF VACATED MENARD AVENUE, WEST OF AND ADJOINING PARCELS 7 AND 8, WHICH PARCEL IS PART OF THAT PART OF MENARD AVENUE, 50 FEET IN WIDTH, DEDICATED FOR PUBLIC STREET IN DOCUMENT NO. 21697009, RECORDED AUGUST 24, 1971, LYING NORTH OF THE NORTH RIGHT-OF-WAY OF WEST 51ST STREET AND SOUTH OF A LINE 818.0 FEET NORTH OF THE NORTH RIGHT-OF-WAY LINE OF WEST 51ST STREET IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 5750 West 51st Street, Bedford Park, Illinois

PINS: 19-08-202-044-0000 (Parcel 3 & 9)
 19-08-203-026-0000 (Parcel 8 & 9)
 19-08-203-041-0000 (Parcel 4)
 19-08-203-042-0000 (Parcel 5)
 19-08-203-043-0000 (Parcel 7 & 9)

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Exhibit C

Legal Description of Easement Area

PARCEL 9:

THAT PART OF MENARD AVENUE, 50 FEET IN WIDTH, DEDICATED FOR PUBLIC STREET IN DOCUMENT NO. 21697009, RECORDED AUGUST 24, 1971, LYING NORTH OF THE NORTH RIGHT-OF-WAY OF WEST 51ST STREET AND SOUTH OF A LINE 818.0 FEET NORTH OF THE NORTH RIGHT-OF-WAY LINE OF WEST 51ST STREET IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BEING PART OF:

Address: 5750-5800 West 51st Street, Bedford Park, Illinois

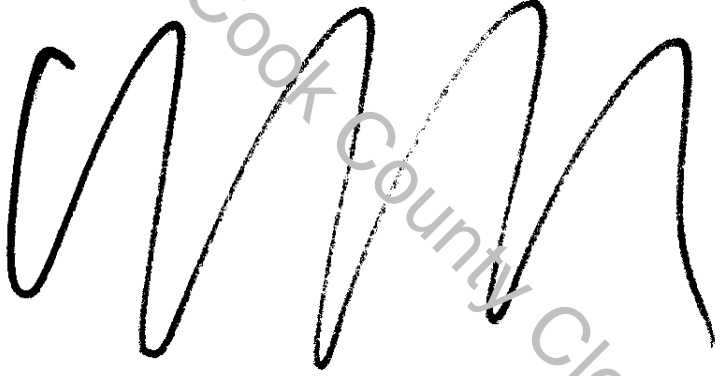
PINS: 19-08-202-003-0000 (Parcel 1 & 9)
19-08-202-020-0000 (Parcel 2 & 9)
19-08-202-044-0000 (Parcel 3 & 9)
19-08-203-026-0000 (Parcel 8 & 9)
19-08-203-043-0000 (Parcel 7 & 9)

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Exhibit D

Graphic Depiction of Easement Area

Property of Cook County Clerk's Office



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KEY

-  51st Street Enterprise Easement Area
-  Silver Beauty Easement Area
-  51st Street Enterprises Parking Area
-  Parking Easement Area

Warehouse 5 (Area 1, 2 + 3) = 51st Street Enterprises Property

Warehouses 6, 3 + 4 = Silver Beauty Property

Connectors to Graham Packaging Factory

South Monitor Avenue

Dock Area

Area 1

Area 2

Area 3

Warehouse 5

Warehouse 4

Warehouse 3

Warehouse 6

W-connector

Z-connector

E-connector

South Monitor Avenue

South Water Detention

51st Street

Property of Cook County Clerk's Office

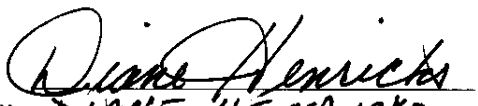
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LENDER CONSENT

Merrill Lynch Commercial Finance Corp., a Delaware corporation (“**Lender**”) is the holder of a first mortgage lien on the Silver Beauty Property and the 51st Street Enterprises Property (as such terms are defined in the Reciprocal Easement Agreement). Lender hereby consents to the terms and conditions of this Agreement and agrees that its interest in Silver Beauty Property and the 51st Street Enterprises Property will be subject and subordinate thereto.

LENDER:

Bank of America, N.A., a National Banking Association
as successor in interest to Merrill Lynch Commercial
Finance Corp., a Delaware corporation

By: 
Name: DIANE HENRIKS
Its: ASST VICE PRESIDENT

Dated: March 19, 2010.

Property of Cook County Clerk's Office