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RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/10/2015 09:51 AM Pg: 1 of 12

This instrument prepared by
and after recording return to:

Crystal Pruess Bush
Drinker Biddle & Reath LLP
191 North Wacker Drive
Suite 3700
Chicago, IL 60606

MEMORANDUM OF RESTRICTIONS AND PUT AND CALL OPTIONS

This Memorandum of Restrictions and Put and Call Options (this "Memorandum") is made as of the 21st day of July, 2015, by and between ALDI INC., an Illinois corporation ("ALDI"), and NRG MILWAUKEE LEAVITT, LLC, an Illinois limited liability company ("NRG-ML").

WITNESSETH:

WHEREAS, concurrently herewith, ALDI is conveying to NRG-ML certain real property legally described in Exhibit A attached hereto (the "Property"), pursuant to a Real Estate Purchase and Sale Agreement dated February 4, 2015 (the "Purchase and Sale Agreement") between ALDI, as Seller, and NRG Acquisitions, LLC, an Illinois limited liability company ("Original Purchaser"), as Purchaser; and

WHEREAS, Original Purchaser assigned its right to take title to the Property to NRG-ML; and

WHEREAS, concurrently herewith, NRG-ML, as Landlord, and ALDI, as Tenant, are entering into a certain Lease Agreement for the temporary lease of the Property prior to the demolition of improvements thereon (the "Temporary Lease"); and

WHEREAS, concurrently herewith, NRG-ML, as Landlord, and ALDI, as Tenant, are entering into a long term lease for a portion of the Property following the construction of a new development (the "Development") on the Property (the "Long Term Lease"); and

WHEREAS, the Purchase and Sale Agreement and the Long Term Lease contain certain use restrictions affecting the Property (the "Use Restrictions"), which Use Restrictions run with the land and shall bind future owners and occupants of the Property; and

WHEREAS, the Purchase and Sale Agreement, the Temporary Lease and the Long Term Lease describe various circumstances under which NRG-ML has a right to "put" the Property back to ALDI (the "Put Option") and various circumstances under which ALDI has a right to "call" the Property back from NRG-ML (the "Call Option"); and

WHEREAS, NRG-ML and ALDI desire by this Memorandum to give notice of the Use Restrictions, the Put Option and the Call Option, but this Memorandum does not modify, alter or amend the Purchase and Sale Agreement, the Temporary Lease or the Long Term Lease.

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NOW, THEREFORE, NRG-ML and ALDI state as follows:

1. Restricted Uses. The Property shall not be used for any of the following uses as long as the Long Term Lease is in effect:

(a) The operation of a Retail Grocery Store (as hereinafter defined), other than in the Premises leased by ALDI. The term "**Retail Grocery Store**" means a supermarket, meat market, grocery store, fruit and vegetable store or stand, frozen or otherwise processed food store or any other store where more than two thousand (2,000) square feet (including adjacent aisle space) is used for the sale or display of grocery items. The term "Retail Grocery Store" shall not include a delicatessen or any restaurant wherein prepared food is sold for on-premises consumption or for "take-out" consumption. The 2,000 square foot limitation set forth above shall be inclusive of the area under the merchandise display racks/cases/coolers, etc., and the aisles immediately adjacent to such merchandise display racks/cases/coolers, etc.;

(b) A use or operation that is generally considered to be an environmental risk to any portion of the Property or surrounding properties;

(c) A business selling alcoholic beverages for on premises consumption, except for a restaurant with sit down table service as its primary operation in which the sale of alcoholic beverages does not exceed fifty percent (50%) of its gross sales; provided, however, the sale of full bottles of wine shall not be included in such calculation;

(d) A laundry or dry cleaning establishment, provided the foregoing restriction shall not include an establishment for dry cleaning drop-off and pick-up only, with no cleaning services being performed at the subject property;

(e) Any establishment which stocks, displays, sells, rents or offers for sale or rent any merchandise or material commonly used or intended for the use with or in consumption of any narcotic, dangerous drug or other controlled substance (provided that the foregoing is not intended and shall not be construed to prohibit a drug store);

(f) An adult book store, an establishment for selling or exhibiting pornographic materials or any form of adult entertainment or an operation whose principal use is an exotic dancing and/or massage parlor (provided this restriction shall not prohibit massages in connection with a beauty salon, health club or athletic facility or a national massage chain such as Massage Envy);

(g) A pool or billiard hall, arcade, night club, dance club, movie theater or cinema, gyms or health clubs greater than five thousand (5,000) square feet, schools or learning centers having more than thirty (30) students at any one time, skating rink or bowling alley; provided that pool tables and/or arcade games, if permitted by applicable law, shall be allowed in a restaurant;

(h) Children's play or party center, telemarketing, polling and surveying center, or office use;

(i) An abortion clinic; Planned Parenthood;

(j) A pet store, except that a national pet store (i.e., a PetSmart or Petco) shall be permitted, provided that the location of such use is located not less than two hundred fifty (250) feet from the front door entrance to ALDI's Premises;

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- (k) A gasoline station or an auto repair shop;
- (l) A lot for the sale of used automobiles;
- (m) A mobile home park, trailer court (except that this provision shall not prohibit the temporary use of construction trailers during any periods of construction, reconstruction or maintenance), mobile home sales lot or hotel;
- (n) Off-track betting establishment, bingo parlor or any gambling use;
- (o) A business which would emit or produce noxious fumes, gases, excessive dust, dirt or loud noises, provided that non-noxious cooking odors emanating from a restaurant are excluded;
- (p) An assembly, manufacturing, distilling, refining, smelting, industrial, agricultural, drilling or mining operation;
- (q) A junk yard, stock yard, animal raising operation, a dump or disposal or any operation for the incineration or reduction of garbage or refuse;
- (r) A pawn shop, a thrift store, consignment shop or "re-sell" shop, a "Good Will" or "Salvation Army" type store, flea market or a store dedicated to the sale of tobacco products;
- (s) A mortuary or funeral home;
- (t) A church or other place of worship, banquet hall, auditorium or meeting hall;
- (u) No flashing neon signs may be placed in the window or on any buildings greater than 24 inches x 24 inches or on any poles located at the Property;
- (v) The outdoor display, sale or storage of seasonal merchandise (Christmas trees, pumpkins, produce, flowers, etc.) and/or the temporary or periodic (i.e., not permanent) outdoor display, sale or storage of merchandise (art work, novelties, clothing, etc.); and/or
- (w) Carnival, amusement park or circus.

2. Put Option. Under the following circumstances, and in accordance with the terms of the Purchase and Sale Agreement, the Temporary Lease and the Long Term Lease, NRG-ML has a Put Option to sell the Property to ALDI:

- (a) In the event the Temporary Lease is terminated in connection with any governmental act whereby NRG-ML or ALDI is divested of ownership or any transfer in lieu thereof (a "Taking").
- (b) In the event NRG-ML and ALDI are unable to agree upon construction plans for the Development.
- (c) In the event NRG-ML and ALDI are unable to agree upon the terms of a Declaration covering a portion of the Property.

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(d) In the event, on or before the one hundred eightieth (180th) day following the date hereof, Original Purchaser is unable to obtain entitlements for the Development on the Property.

3. Call Option. Under the following circumstances, and in accordance with the terms of the Purchase and Sale Agreement, the Temporary Lease and the Long Term Lease, ALDI has a Call Option to require NRG-ML to sell the Property to ALDI:

(a) In the event the Temporary Lease is terminated in connection with any Taking, or in the event the Long Term Lease is terminated prior to commencement of construction of the Development in connection with a Taking.

(b) In the event NRG-ML intends to sell or transfer the Property or a portion thereof during the term of the Temporary Lease, or intends to sell any portion of the Property that is subject to the Long Term Lease prior to commencement of construction of the Development.

(c) In the event NRG-ML and ALDI are unable to agree upon construction plans for the Development.

(d) In the event NRG-ML and ALDI are unable to agree upon the terms of a Declaration covering a portion of the Property.

(e) In the event Original Purchaser or NRG-ML has not commenced construction of the Development on the Property within seven hundred thirty (730) days following the date hereof.


4. Counterparts. This Memorandum may be executed in one or more counterparts, each of which when executed and delivered shall be an original and all of which together shall constitute one instrument.

[Signatures are on Following Page]

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IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first above written.

NRG MILWAUKEE LEAVITT, LLC,
an Illinois limited liability company

By: 
Its: Manager

ALDI INC.,
an Illinois corporation

By: _____
Its: _____

Property of Cook County Clerk's Office


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IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first above written.

NRG MILWAUKEE LEAVITT, LLC,
an Illinois limited liability company

By: _____
Its: _____

ALDI INC.,
an Illinois corporation

By: 
Its: Woo Prosclid

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Graham Palmer personally known to me to be the Manager of NRG Milwaukee Leavitt, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager, he signed and delivered the said instrument, pursuant to authority, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 20th day of July, 2015.



Amy L. Horan
Notary Public
Commission Expires: 10/04/15

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Scott D. Patton personally known to me to be the Vice President of Aldi Inc., an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President, he signed and delivered the said instrument, pursuant to authority, given by the Board of Directors of said corporation as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____ day of _____, 2015.

Notary Public
Commission Expires: _____

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the _____ of NRG Milwaukee Leavitt, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, he signed and delivered the said instrument, pursuant to authority, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____ day of _____, 2015.

Notary Public
Commission Expires: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Scott D. Patton personally known to me to be the Vice President of Aldi Inc., an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President, he signed and delivered the said instrument, pursuant to authority, given by the Board of Directors of said corporation as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 17th day of July, 2015.

Renee Gardella

Notary Public
Commission Expires: May 25th 2019



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EXHIBIT A

Legal Description

PARCEL 1:

THAT PART OF BLOCKS 21 AND 22, IN PIERCE'S ADDITION TO HOLSTEIN, AND THAT PART OF LOT 7 IN ASSESSORS DIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF VACATED WILMOT AVENUE, AND THAT PART OF LOTS 2 TO 4 AND 19 TO 22, AND THE VACATED ALLEY BETWEEN THE SAID LOTS IN BLOCK 4 AND LOT 30 IN BLOCK 5 IN BRADWELL'S ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SAID SECTION 31, ALL BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON A STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF LEAVITT STREET, 10.6 FEET SOUTH OF THE NORTH LINE OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31 AFORESAID, TO A POINT IN THE WEST LINE OF BLOCK 20 IN PIERCE'S ADDITION TO HOLSTEIN, 30.83 FEET NORTH OF THE NORTH LINE OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31 AFORESAID, SAID POINT OF BEGINNING BEING 60 FEET EAST AS MEASURED AT RIGHT ANGLES, OF THE EAST LINE OF LEAVITT STREET; THENCE SOUTH PARALLEL TO THE EAST LINE OF LEAVITT STREET, 47.02 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 98 DEGREES 25 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 155 FEET; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE 74 DEGREES 43 MINUTES 50 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 65.12 FEET; THENCE SOUTHEASTERLY, 30.33 FEET, MORE OR LESS, TO A POINT ON THE NORTHWESTERLY LINE OF LOT 31, IN BLOCK 5 IN BRADWELL'S ADDITION AFORESAID, 13.25 FEET SOUTHWESTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT 30 IN BLOCK 5; THENCE NORTHEASTERLY, ALONG THE SAID NORTHWESTERLY LINE, 13.25 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 30 IN BLOCK 5; THENCE NORTHEASTERLY 61.14 FEET, MORE OR LESS TO A POINT ON THE SOUTHWESTERLY LINE OF LOT 22 IN BLOCK 4, AFORESAID, 13.5 FEET NORTHWESTERLY OF THE SOUTHEASTERLY CORNER OF SAID LOT 22; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINES OF LOTS 22, 21, 20 AND 19 IN SAID BLOCK 4 TO THE SOUTHEASTERLY LINE OF SAID LOT 19; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE TO THE NORTHEASTERLY CORNER OF LOT 19; THENCE EASTERLY TO A POINT ON THE WEST LINE OF SAID LOT 4 IN BLOCK 4, 16 FEET NORTH OF THE SOUTH LINE THEREOF; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH 16 FEET OF LOT 4 TO THE EAST LINE OF LOT 4; THENCE NORTH ALONG THE EAST LINE OF LOTS 2 TO 4, IN BLOCK 4 TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 2 TO THE WEST LINE OF BLOCK 20 IN PIERCE'S ADDITION TO HOLSTEIN AFORESAID; THENCE SOUTH ALONG THE SAID WEST LINE TO A POINT 30.83 FEET NORTH OF THE NORTH LINE OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31 AFORESAID; THENCE SOUTHWESTERLY TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPT THAT PART OF PARCEL ONE DESCRIBED AS FOLLOWS:

THAT PART OF BLOCK 21 IN PIERCES ADDITION TO HOLSTEIN, AND THAT PART OF LOT 7 IN ASSESSOR'S DIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31,

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TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF VACATED WILMOT AVENUE AND THAT PART OF LOTS 2 TO 4 AND 19 AND 20 AND THE VACATED ALLEY BETWEEN THE SAID LOTS IN BLOCK 4, IN BRADWELL'S ADDITION TO CHICAGO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH ALONG THE EAST LINE OF SAID LOTS 2, 3 AND 4, A DISTANCE OF 56.87 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 16.00 FEET OF SAID LOT 4; THENCE WESTERLY FORMING AN ANGLE OF 90 DEGREES 23 MINUTES 05 SECONDS TO THE LEFT OF THE LAST DESCRIBED COURSE, A DISTANCE OF 100.00 FEET TO A POINT; THENCE SOUTHWESTERLY FORMING AN ANGLE OF 187 DEGREES 30 MINUTES 55 SECONDS TO THE LEFT OF THE LAST DESCRIBED COURSE, A DISTANCE OF 23.88 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 19 FORMING AN ANGLE OF 220 DEGREES 18 MINUTES 04 SECONDS TO THE LEFT OF THE LAST DESCRIBED COURSE, A DISTANCE OF 132.02 FEET TO THE SOUTHEAST CORNER OF SAID LOT 19; THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID LOTS 19, 20, 21 AND 22 FORMING AN ANGLE OF 89 DEGREES 58 MINUTES 41 SECONDS TO THE LEFT OF THE LAST DESCRIBED COURSE, A DISTANCE OF 86.00 FEET TO THE POINT ON WEST LINE OF SAID LOT 22, 14.00 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 22; THENCE SOUTHWESTERLY FORMING AN ANGLE OF 259 DEGREES 00 MINUTES 22 SECONDS TO THE LEFT OF THE LAST DESCRIBED COURSE, A DISTANCE OF 23.69 FEET TO A POINT; THENCE NORTHWESTERLY FORMING AN ANGLE OF 74 DEGREES 46 MINUTES 51 SECONDS TO THE LEFT OF TO THE LAST DESCRIBED COURSE, A DISTANCE OF 54.25 FEET TO A POINT; THENCE NORTHEASTERLY FORMING AN ANGLE OF 73 DEGREES 30 MINUTES 48 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE; A DISTANCE OF 26.58 FEET TO A POINT; THENCE NORTHEASTERLY FORMING AN ANGLE OF 224 DEGREES 58 MINUTES 41 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE, A DISTANCE OF 8.29 FEET TO A POINT; THENCE NORTHWESTERLY FORMING AN ANGLE OF 225 DEGREES 22 MINUTES 10 SECONDS TO THE LAST DESCRIBED COURSE, A DISTANCE OF 36.15 FEET TO A POINT; THENCE NORTHEASTERLY FORMING AN ANGLE OF 89 DEGREES 26 MINUTES 29 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE, A DISTANCE OF 187.79 FEET TO A POINT; THENCE NORTHEASTERLY FORMING AN ANGLE OF 92 DEGREES 16 MINUTES 43 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE, A DISTANCE OF 3.10 FEET TO A POINT; THENCE SOUTHEASTERLY FORMING AN ANGLE OF 87 DEGREES 43 MINUTES 17 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTHEASTERLY 12 1/2 FEET OF LOT 3 AND ALL OF LOTS 4, 5, 6, 7, 31, 32 AND 33 (EXCEPT THE SOUTHEASTERLY 16 FEET THEREOF TAKEN FOR ALLEY) ALL IN BLOCK 5 IN BRADWELL'S ADDITION, SAID ADDITION BEING A SUBDIVISION OF 17 ACRES OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 (NORTH AND EAST OF MILWAUKEE AVENUE) IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

THAT PART OF PARCEL OF LOT 30 IN SAID BLOCK 5 AFORESAID DESCRIBED AS FOLLOWS: TO WIT:

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BEGINNING AT A POINT WHERE THE NORTHWESTERLY LINE OF LOT 31 IN SAID BLOCK 5 EXTENDED SOUTHWESTERLY WOULD INTERSECT THE CENTER LINE OF THE VACATED ALLEY BETWEEN LOT 31 AND LOT 4 IN SAID BLOCK 5, THENCE NORTHEASTERLY ALONG SAID EXTENDED LINE AND THE NORTHWESTERLY LINE OF SAID LOT 31 A DISTANCE OF 30 FEET AND 1 7/8 INCHES TO A POINT, THENCE NORTHWESTERLY ON A LINE PARALLEL WITH THE CENTER LINE OF SAID VACATED ALLEY AND A DISTANCE 30 FEET AND 1 7/8 INCHES THEREFROM A DISTANCE OF 30 FEET AND 4 3/4 INCHES TO A POINT, THENCE SOUTHWESTERLY ON A LINE PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 31 AND 30 FEET AND 4 3/4 INCHES THEREFROM A DISTANCE OF 30 FEET AND 1 7/8 INCHES TO THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY 12 1/2 FEET OF LOT 3 EXTENDED TO THE CENTER OF SAID VACATED ALLEY THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SAID VACATED ALLEY TO THE POINT OF BEGINNING;

PARCEL 4:

THAT PART OF OR PARCEL OF THE VACATED 16 FOOT ALLEY LYING IN AND BETWEEN SAID PARCELS 2 AND 3 HERETOFORE NEXT DESCRIBED AS VACATED BY A CERTAIN CITY ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO DATED JULY 2, 1923 AND RECORDED AUGUST 11, 1923 IN BOOK 15899 PAGE 368 AS DOCUMENT 8060107, IN COOK COUNTY, ILLINOIS

PARCEL 5:

THAT PART OF LOT 7 IN ASSESSORS DIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, THAT PART OF LOTS 1, 2, 3, 30 AND THE VACATED ALLEY BETWEEN SAID LOTS IN BLOCK 5, ALL IN BRADWELL'S ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SAID SECTION 31 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, ON THE EAST LINE OF LEAVITT STREET, 10.60 FEET SOUTH OF THE NORTH LINE OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, AFORESAID; THENCE EASTERLY ALONG A STRAIGHT LINE (WHOSE PROJECTION INTERSECTS A POINT IN THE WEST LINE OF BLOCK 20 IN FIERCE'S ADDITION TO HOLSTEIN, 30.83 FEET NORTH OF THE NORTH LINE OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31 AFORESAID) TO A POINT ON SAID LINE 60.00 FEET EAST, AS MEASURED AT RIGHT ANGLES, OF THE EAST LINE OF LEAVITT STREET; THENCE SOUTH PARALLEL TO THE EAST LINE OF LEAVITT STREET, 47.02 FEET THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 98 DEGREES, 25 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 155.00 FEET; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 74 DEGREES 43 MINUTES 30 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 65.12 FEET, THENCE SOUTHEASTERLY, 30.33 FEET, MORE OR LESS, TO A POINT ON THE NORTHWESTERLY LINE OF LOT 31 IN BLOCK 5 IN BRADWELL'S ADDITION AFORESAID, 13.25 FEET SOUTHWESTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT 30 IN BLOCK 5; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE OF LOT 31 TO A POINT ON SAID NORTHWESTERLY LINE, 30 FEET 1 7/8 INCHES NORTHEASTERLY OF THE INTERSECTION OF SAID NORTHWESTERLY LINE EXTENDED AND THE CENTER LINE OF THE VACATED ALLEY BETWEEN LOT 31 AND LOT 4 IN SAID BLOCK 5; THENCE NORTHWESTERLY ON A LINE PARALLEL WITH THE CENTER LINE OF SAID VACATED ALLEY, A DISTANCE OF 30 FEET 4.75 INCHES TO A POINT; THENCE SOUTHWESTERLY ON A LINE PARALLEL WITH THE

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NORTHWESTERLY LINE OF SAID LOT 31, A DISTANCE OF 30 FEET 1 7/8 INCHES TO THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY 12.5 FEET OF LOT 3 IN BLOCK 5 EXTENDED NORTHEASTERLY TO THE CENTER LINE OF SAID VACATED ALLEY; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE OF THE SOUTHEASTERLY 12.5 FEET OF SAID LOT 3, 108.00 FEET, MORE OR LESS TO THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE, 139.58 FEET, MORE OR LESS TO THE EAST LINE OF LEAVITT STREET; THENCE NORTH ALONG THE EAST LINE OF LEAVITT STREET, 136.07 FEET, MORE OR LESS TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 6:

PERPETUAL, NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN THE GRANT OF EASEMENT FOR STORM WATER DRAINAGE DATED MARCH 13, 1995 AND RECORDED MARCH 16, 1995 AS DOCUMENT NO. 95178892, TO MAINTAIN, REPAIR AND REPLACE THE STORM SEWER LINES, CATCH BASINS, MANHOLES AND RELATED FACILITIES AND FOR INGRESS AND EGRESS TO PERFORM SUCH MAINTENANCE, REPAIRS AND REPLACEMENTS, AND TO DISCHARGE WATER TO THE DRAINAGE FACILITIES LOCATED ON LOT 3 IN WILLIAM M. SENNE SUBDIVISION.

- PINs: 14-31-322-018-0000
- 14-31-322-032-0000
- 14-31-322-033-0000
- 14-31-322-037-0000
- 14-31-322-039-0000

Address: 1767 North Milwaukee Avenue, Chicago, Illinois