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THIS DOCUMENT WAS  
PREPARED BY AND AFTER  
RECORDING RETURN TO:



Doc#: 1532913030 Fee: \$74.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 11/25/2015 10:27 AM Pg: 1 of 19

Marc S. Porter  
Figliulo & Silverman P.C.  
10 S. LaSalle Street  
Suite 3600  
Chicago, Illinois 60603

## GRANT OF NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, ROAD MAINTENANCE, DRAINAGE, SECURITY FENCE AND UTILITIES

THIS EASEMENT AGREEMENT (this "Agreement"), is made and entered into as of this 24TH day of November, 2015, by and between 3418 N. Knox, LLC an Illinois limited liability company (hereinafter referred to collectively as the "Grantor"), and Bone Enterprises, an Illinois general partnership (hereinafter referred to as the "Grantee");

WITNESSETH:

WHEREAS, Grantor owns real property located within the corporate limits of the City of Chicago, Illinois, and being more particularly described on **Exhibit A** attached hereto and made a part hereof (hereinafter referred to as "Grantor's Property"); and

WHEREAS, Grantee owns real property located within the corporate limits of the City of Chicago, Illinois, and being more particularly described on **Exhibit B** attached hereto and made a part hereof (hereinafter referred to as "Grantee's Property"); and

WHEREAS, both the Grantor's Property and the Grantee's Property are subject to a non-exclusive easement for the construction, operation, repair and use of a railroad spur track and for switch connections described in Chicago Title Insurance Company commitment for title insurance number 1401 008978806 on Schedule B Exception N-25 and further described on Gentile and Associates ALTA Survey # 13-20276 dated January 17, 2013 ("Railroad Easement"). The Railroad Easement is described on **Exhibit C** attached hereto and made a part hereof; and

WHEREAS, the former and current owners of Grantor's Property and Grantee's Property for over sixty (60) years constructed improvements within and used for ingress and egress the Railroad Easement and Grantor has allowed Grantee the use of that portion of Grantor's Property within the Railroad Easement to be used by Grantee to construct a certain asphalt road, security fence, storm drains, manholes and related pipes, facilities, and utilities upon portions of the

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Grantor's Property within the Railroad Easement, as more fully described on **Exhibit D** attached hereto and made a part hereof (hereinafter referred to as "Road Easement Area")

WHEREAS, nothing herein shall be interpreted so as to grant any rights to the owner of Grantee's Property to access over Grantor's Property and nothing herein shall be interpreted so as to grant access to the Grantee's Property through Grantor's Property or through the Road Easement Area;

WHEREAS, Grantor and Grantee desire, by this Agreement, to set forth the rights of ingress, egress and access over the Road Easement Area on the Grantor's Property and to allow the Grantee access to Grantor's Property to enable Grantee to construct and erect a security fence on the south side of the Road Easement Area including a security gate, necessary utilities and for the future maintenance of the Road Easement Area under the terms and condition set forth in this Agreement

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid by Grantee to Grantor, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are incorporated and restated herein as material terms of this Agreement.

2. Grant of Road Easement. Grantor hereby grants, gives and conveys to Grantee, and its successors, assigns, invitees, licensees, tenants and agents a permanent non-exclusive, irrevocable and perpetual easement in, on, over, under, across and through the Road Easement Area for the purpose of allowing the Grantee the right of ingress and egress over and upon the Road Easement Area and at Grantee's sole cost and expense the right to construct, maintain, repair, replace, enlarge or reduce and remove a security fence and gate ("Security Fence"). Grantee shall have the right to install, maintain and use utility lines to service the Security Fence through Grantors Property only with prior written approval of Grantor, to be withheld at Grantor's sole and absolute discretion. Grantee shall have the right upon reasonable notice to Grantor to enter upon and use Grantor's Property as may be reasonably necessary for the sole purpose of construction, maintenance, repair, replacement and removal by Grantee of the Security Fence in the Road Easement Area, provided such access rights shall not interfere with the use and operation of Grantor's Property. In addition, Grantee may install and maintain utilities and drainage facilities within the Road Easement Area at Grantee's sole cost and expense. Grantee shall be responsible for any and all damage done to Grantor's Property in any way associated with the Road Easement Area and any work being done thereon.

3. Non-Exclusive Easement. The use of the term "non-exclusive" herein shall mean that the ingress, egress and access rights granted pursuant to this Agreement shall be subject to the contemporaneous, continuing and limited right of the Grantor, it's staff, patrons, tenants, licensees and invitees to the use the Road Easement Area for ingress and egress to Grantor's Property subject to reasonable security conditions to be established by Grantee and to reasonable notice to Grantee and the grant to Grantee as contained in paragraph 2 preceding. The parties shall coordinate the policies and procedures relating to the opening, closing and locking of all such security gates erected by Grantee in the Road Easement Area to ensure that both parties

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have unlimited access, but limiting general public or third party access over same to times when supervised activities are occurring through such areas. Neither Grantor nor Grantee shall interfere with the rights of the other as provided in this Agreement. However, the use reservation retained by the Grantor is intended for the sole purpose of providing limited access principally for life safety, emergency, hardship and security purposes only ("Grantor's Access Rights") and is not intended to provide a general or primary means of secondary access to Grantor's Property. Grantor acknowledges that the Grantor's Access Rights are for a short term and provisional duration and shall only be exercised after reasonable notice to the Grantee.

4. Maintenance Obligation. Grantee shall keep the Road Easement Area and the Security Fence in good condition and repair, and in compliance with any and all applicable laws and regulations, and be solely responsible for all costs and expenses incurred in connection with the Security Fence and the Road Easement Area or its construction, maintenance and repair, including but not limited to, any grading, excavating or other site work necessary in connection with such construction, maintenance and repair. If Grantor believes repairs are necessary, Grantor will notify Grantee or the successor owner of Grantee's Property. If no response is received from the Grantee within 30 days, then the Grantor shall perform the repairs and receive reimbursement from the Grantee or successor owner of Grantee's Property. If an emergency repair is necessary, the Grantor may have the repair completed and the Grantee or successor owner of Grantee's Property shall immediately reimburse Grantor for the expense. Under all circumstances, Grantee shall be responsible for all repair and maintenance costs, as well as the costs of collection, including reasonable attorneys' fees, when Grantor must pursue any remedies against Grantee, and these costs shall be and remain a lien on the Grantee's Property which may be foreclosed in the manner provided by law.

5. Covenants of Grantor. Grantor covenants that (a) it will allow no improvement or natural condition on Grantor's Property to obscure or interfere with the ingress and egress on the Road Easement Area; (b) it will not alter, place, or allow to be placed, any improvements in the Road Easement Area other than those belonging to Grantee, and (c) it will not permanently remove any electrical, drainage, utility or water lines serving the Road Easement Area running over, under, through or across Grantor's Property to the Road Easement Area which Grantee has connected wires or pipes or other utilities.

6. Default. In the event either the Grantor or Grantee fails to perform its obligations under this Agreement, the Non-Defaulting Party shall have the right, following thirty (30) days prior written notice to the Defaulting Party and the Defaulting Party fails to cure such default within the thirty (30) day notice period, to cause such maintenance, and/or repair to be performed and the Non-Defaulting Party shall be entitled to reimbursement of all the costs and expenses incurred by the Non-Defaulting Party. The Defaulting Party shall reimburse the Non-Defaulting Party for all such costs and expenses within thirty (30) days after receipt of an itemized statement from the Non-Defaulting Party.

7. Notices. All notices and demands herein required shall be in writing, addressed as follows, and may be made by the party hereto or said party's attorney identified below:

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If to Grantor:

Darius Augustine, Manager  
Alpina Manufacturing LLC  
6460 W. Cortland Street  
Chicago, Illinois 60707

If to Grantee:

Jack Bone  
Bone Enterprises  
880 N. Addison Road  
Villa Park, Illinois 60180

Except as otherwise provided herein, the mailing of a notice by postage prepaid, registered or certified mail, return receipt requested, shall be deemed sufficient service thereof as of the second business day following such mailing. Service other than by mail as aforesaid shall be effective upon delivery on business days prior to 5:00 p.m. to the address as shown above.

8. Injunctive Relief. Grantor covenants and agrees that its breach or violation (“Breach”) of its grant of easement and the covenants and agreements set forth in this Agreement shall cause immediate and irreparable harm and injury to Grantee, for which money damages may not be an adequate remedy. Accordingly, without limiting any other right or remedy that may be available at law or equity or specified in this Agreement as a consequence of the Breach, (including the right to money damages) Grantor agrees that a Breach may be enforced by injunctive relief and hereby consents to the entry and enforcement of any restraining order or injunction that may be entered by a court having jurisdiction over the parties hereto or the properties affected hereby. Grantor also covenants and agrees that a Breach constituting unauthorized interference with the easements granted in this Agreement shall be removed on demand at the expense of Grantor.

9. Costs of Enforcement. If either party employs the services of attorneys to enforce any of their respective rights under this Agreement or to remedy the breach of any covenant of this Agreement on the part of the other to be kept or performed, the non-prevailing party shall pay the prevailing party such reasonable fees as shall be charged by the prevailing party’s attorney for such services at all trial and appellate levels and post judgment proceedings and such prevailing party shall also have and recover from the non-prevailing party all other costs and expenses of such suit and any appeal thereof or with respect to any post judgment proceedings.

10. Indemnification. Grantor and any future owner of Grantor’s Property hereby agrees to indemnify and hold Grantee and any future owner of Grantee’s Property, its agents, employees, and servants harmless from and against any and all liability, claims, demands, damages, judgments, costs, and expenses of any kind and nature, including attorneys’ fees, arising from the entry by any current or future owner of Grantor’s Property, or its agents, employees, customers, invitees, servants, contractors or subcontractors onto the Road Easement Area.

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Grantee and any future owner of Grantee's Property hereby agrees to indemnify and hold Grantor and any future owner of Grantor's Property, its agents, employees, and servants harmless from and against any and all liability, claims, demands, damages, judgments, costs, and expenses of any kind and nature, including attorneys' fees, arising from the entry by any current or future owner of Grantee's Property, or its agents, employees, customers, invitees, servants, contractors or subcontractors onto the Road Easement Area or Grantor's Property.

## 11. General Provisions.

(a) Grantor represents and warrants to Grantee that (i) Grantor is the sole owner of fee title to Grantor's Property and the Road Easement Area, and (ii) Grantor is authorized to grant the easements set forth above.

(b) This Road Easement Agreement may be amended, modified or terminated only with the written agreement of (i) the owner(s) of fee title to the portion of the Road Easement Area affected thereby and any mortgagee or other lien holder thereof, and (ii) Grantee.

(c) The easements granted herein shall run with the land and be binding upon and inure to the benefit of Grantor's and Grantee's respective grantees, successors and permitted assigns.

(d) This Agreement shall be governed by and construed in accordance with the law of the State of Illinois, and may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

(e) Grantee may assign its rights under this Agreement only in conjunction with the sale or transfer or mortgage of its interest in the Grantor's Property. Grantee shall give Grantor prior written notice of any such assignment.

(f) The Grantor has reviewed the Grantee's layout plan for the Security Fence and has approved the locations in the Road Easement Area.

(g) No breach of the provisions of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not effect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Agreement. No breach of the provisions of this Agreement shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value covering any part of the Grantor's or Grantee's Parcel and any improvements thereon.


**SIGNATURES ON FOLLOWING PAGE.**

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IN WITNESS WHEREOF, Grantor(s) and Grantee have set their hands as of the day first written above.

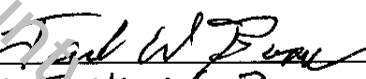
**GRANTOR**

3418 N. Knox, LLC,  
a(n) Illinois Limited Liability Company

By:   
Name: DARWIS A. POVILAITIS  
Title: Pres.

**GRANTEE**

Bone Enterprises,  
an Illinois General Partnership

By:   
Name: Jack W Bone  
Title: Partner

Property of Cook County Clerk's Office

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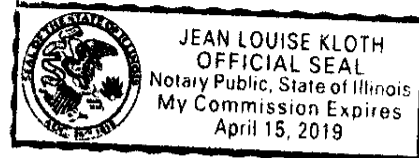
STATE OF IL )  
 ) ss.  
COUNTY OF Cook )

The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Darius A. Povilaitis who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as President of \_\_\_\_\_, the manager of **3418 N. Knox, LLC, a(n) Illinois Limited Liability Company**, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24<sup>th</sup> day of November \_\_\_\_\_, 2015.

Jean Louise Kloth  
Notary Public

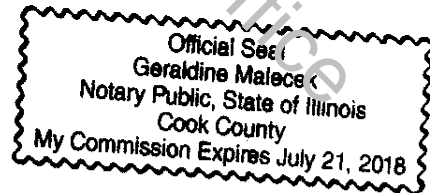
STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )



The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JACK BONE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as PARTNER of \_\_\_\_\_, the manager of **Bone Enterprises, an Illinois General Partnership**, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24<sup>th</sup> day of November \_\_\_\_\_, 2015.

Geraldine Malecek  
Notary Public



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## EXHIBIT A DESCRIPTION OF GRANTOR'S PARCEL

### PARCEL 1:

ALL THAT PORTION OF BLOCKS 8, 9 AND 10 OF A. GALE'S SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,

ALSO

ALL THAT PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO ALL VACATED ALLEYS WITHIN SAID BLOCKS, ALSO THAT PART OF VACATED NATCHEZ AVENUE AND VACATED NAGLE AVENUE LYING NORTH OF THE SOUTH LINE OF SAID BLOCKS EXTENDED EAST AND WEST AND THAT PART OF VACATED ARMITAGE AVENUE LYING EAST OF THE WEST LINE OF SAID BLOCK 10 EXTENDED NORTH LYING SOUTH OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 800.10 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK 10 EXTENDED; THENCE ON AN ARC CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 769.02 FEET, A DISTANCE OF 372.50 FEET, THE TANGENT TO SAID ARC AT ITS POINT OF BEGINNING MAKES AN ANGLE WITH THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF 86 DEGREES 13 MINUTES IN THE SOUTHEAST QUADRANT; THENCE CONTINUING ON AN ARC CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 1,332.57 FEET, A DISTANCE OF 207.90 FEET; THENCE SOUTHEASTERLY ON A STRAIGHT LINE TANGENT TO LAST SAID ARC A DISTANCE OF 83 FEET; THENCE ON AN ARC CONVEX TO THE SOUTH AND HAVING A RADIUS OF 1,960.88 FEET A DISTANCE OF 564.70 FEET; THENCE ON A STRAIGHT LINE TANGENT TO LAST SAID ARC TO A POINT ON THE EAST LINE OF SAID BLOCK 8, 419.70 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK 8 (EXCEPTING THEREFROM THAT PART THEREOF WHICH LIES WEST OF A LINE WHICH IS 388 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF NASHVILLE AVENUE AND EXCEPT THAT PART THEREOF WHICH LIES EAST OF A LINE WHICH IS 575 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF NORTH NARRAGANSETT AVENUE), IN COOK COUNTY, ILLINOIS.

ALSO

### PARCEL 2:

TOGETHER WITH A NON-EXCLUSIVE EASEMENT CREATED BY RESERVATIONS IN DEED TO BECKLEY-CARDY COMPANY DATED JULY 27, 1953 AND RECORDED JULY 29, 1953 AS DOCUMENT 15681649, AND IN DEED TO UNITED STATES PLYWOOD CORPORATION DATED JULY 29, 1953 AND RECORDED JULY 30, 1953 AS DOCUMENT 15682683, FOR THE BENEFIT OF THE OWNER, OR OWNERS, MORTGAGEES AND OCCUPANTS, FROM TIME TO TIME, OF SAID PARCEL 1, OVER THE REAL ESTATE DESCRIBED AS EASEMENT NOS. 1 AND 3 ON PLAT OF SURVEY MADE BY EMMET KENNEDY DATED JULY 27, 1953 AND RECORDED JULY 29, 1953 AS DOCUMENT 15681648, WHICH PLAT IS HEREINAFTER REFERRED TO AS 'JULY PLAT' FOR A PRIVATE ROADWAY FOR VEHICULAR TRAFFIC FOR INGRESS AND EGRESS FROM SAID PARCEL 1 TO NORTH NARRAGANSETT AVENUE, IN COOK COUNTY, ILLINOIS.

ALSO

### PARCEL 3:

TOGETHER WITH A NON-EXCLUSIVE EASEMENT CREATED BY RESERVATIONS IN AFORESAID DEED TO BECKLEY-CARDY COMPANY RECORDED AS DOCUMENT 15681649 AND IN AFORESAID DEED TO UNITED



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STATES PLYWOOD CORPORATION RECORDED AS DOCUMENT 15682683 AND IN DEED TO WESTINGHOUSE ELECTRIC SUPPLY COMPANY DATED SEPTEMBER 14, 1953 AND RECORDED SEPTEMBER 15, 1953 AS DOCUMENT 15719580, FOR THE BENEFIT OF THE OWNERS, OR OWNER, MORTGAGEES AND OCCUPANTS, FROM TIME TO TIME, OF SAID PARCEL 1, FOR RAILROAD SWITCH TRACT PURPOSES OVER THE REAL ESTATE DESCRIBED AS EASEMENTS NOS. 2 AND 4 ON SAID 'JULY PLAT' AND AS EASEMENT NO. 10 ON PLAT OF SURVEY MADE BY EMMET KENNEDY DATED AUGUST 25, 1953 AND RECORDED SEPTEMBER 15, 1953 AS DOCUMENT 15719579, HEREINAFTER REFERRED TO AS 'AUGUST PLAT' FOR THE SWITCHING OF RAILROAD CARS ON RAILROAD TRACK CONSTRUCTED ON THE REAL ESTATE DESCRIBED AS EASEMENTS NOS. 2, 4 AND 7 ON THE AFORESAID 'JULY PLAT' AND AS EASEMENT NO. 10 ON AFORESAID 'AUGUST PLAT', IN COOK COUNTY, ILLINOIS.

ALSO

**PARCEL 4:**

TOGETHER WITH A NON-EXCLUSIVE EASEMENT, CREATED BY RESERVATION IN DEED TO WESTINGHOUSE ELECTRIC SUPPLY COMPANY AND RECORDED AS DOCUMENT 15719580, FOR THE BENEFIT OF THE OWNERS, OR OWNER, MORTGAGEES AND OCCUPANTS, FROM TIME TO TIME, OF SAID PARCEL 1, FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR AND USE OF A RAILROAD SPUR TRACK AND SWITCH ON AND OVER THE REAL ESTATE RAILROAD SPUR TRACT AND SWITCH ON AND OVER THE REAL ESTATE DESCRIBED AS EASEMENT NO. 10 ON AFORESAID 'AUGUST PLAT', IN COOK COUNTY, ILLINOIS.

**Common Address: 6460 W. Courtland Street, Chicago, Illinois**

**PIN(s): 13-31-205-042-0000  
13-31-425-004-0000**

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## EXHIBIT B LEGAL DESCRIPTION OF GRANTEE'S PROPERTY

### PARCEL 1:

A PARCEL OF LAND CONSISTING OF PART OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH A PART OF EACH OF LOTS 1 TO 6 INCLUSIVE, IN BLOCK 9 AND A PART OF VACATED WEST ARMITAGE AVENUE AND OF VACATED NORTH NAGLE AVENUE ADJOINING SAID BLOCK 9, ALL IN A. GALE'S SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PARCEL OF LAND IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF BLOCK 8 IN A. GALE'S SUBDIVISION AFORESAID AT A POINT WHICH IS 419.70 FEET NORTH FROM THE SOUTHEAST CORNER OF SAID BLOCK 8, SAID POINT BEING AT THE NORTHEAST CORNER OF PROPERTY CONVEYED BY DEED DATED JULY 21, 1953 AND RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS ON JULY 28, 1953 AS DOCUMENT NUMBER 15681069 AND RUNNING THENCE NORTHWESTWARDLY ALONG THE NORTHERLY LINE OF THE PROPERTY SO CONVEYED, A DISTANCE OF 133.50 FEET TO A POINT OF CURVE WHICH IS 432.61 FEET MORE OR LESS NORTH FROM THE SOUTH LINE OF SAID BLOCK 8, THENCE CONTINUING NORTHWESTWARDLY ALONG SAID NORTHERLY PROPERTY LINE (WHICH IS HERE THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 1960.88 FEET AND BEING TANGENT TO SAID LAST DESCRIBED COURSE) A DISTANCE OF 266.04 FEET TO A POINT OF BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID HEREINAFTER DESCRIBED PARCEL OF LAND WHICH POINT OF BEGINNING IS 476.24 FEET MORE OR LESS NORTH FROM A WESTWARD EXTENSION OF THE SOUTH LINE OF SAID BLOCK 8, THENCE CONTINUING NORTHWESTWARDLY ALONG AN ARC OF SAID LAST DESCRIBED CIRCLE A DISTANCE OF 298.52 FEET TO A POINT 566.88 FEET NORTH FROM THE SOUTH LINE OF SAID BLOCK 9, THENCE CONTINUING NORTHWESTWARDLY ALONG SAID NORTHERLY PROPERTY LINE (WHICH IS HERE A STRAIGHT LINE) A DISTANCE OF 83.0 FEET TO A POINT 598.04 FEET NORTH FROM THE SOUTH LINE OF SAID BLOCK 9, THENCE CONTINUING NORTHWESTWARDLY ALONG SAID NORTHERLY PROPERTY LINE (WHICH IS HERE THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 1332.57 FEET) A DISTANCE OF 207.81 FEET TO A POINT 690.74 FEET NORTH FROM THE SOUTH LINE OF BLOCK 10 IN SAID A. GALE'S SUBDIVISION, THENCE CONTINUING NORTHWESTWARDLY ALONG SAID NORTHERLY PROPERTY LINE (WHICH IS HERE THE ARC OF A CIRCLE CONVEX TO THE NORTHEAST HAVING A RADIUS OF 769.02 FEET) A DISTANCE OF 20.23 FEET TO A POINT 700.93 FEET NORTH FROM THE SOUTH LINE OF SAID BLOCK 10, THENCE NORTHEASTWARDLY ALONG A STRAIGHT LINE NORMAL TO SAID LAST DESCRIBED ARC, A DISTANCE OF 120.98 FEET TO A POINT, WHICH IS 895.98 FEET MEASURED PERPENDICULARLY WEST FROM A NORTHWARD EXTENSION OF THE EAST LINE OF SAID BLOCK 8, THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 116.83 FEET TO A POINT WHICH IS 760.68 FEET, MEASURED PERPENDICULARLY NORTH FROM THE SOUTH LINE OF SAID BLOCK 9, THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 2371.39 FEET A DISTANCE OF 273.30 FEET TO A POINT WHICH IS 657.06 FEET MEASURED PERPENDICULARLY NORTH FROM THE SOUTH LINE OF SAID BLOCK 9 AND WHICH IS ALSO THE MOST WESTERLY CORNER OF THE PARCEL OF LAND CONVEYED BY DEED DATED OCTOBER 11, 1961 AND RECORDED IN SAID RECORDER'S OFFICE ON OCTOBER 16, 1961 AS DOCUMENT NUMBER 18303114 THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE BEING A SOUTHERLY LINE OF THE PARCEL OF LAND SO CONVEYED A DISTANCE OF 184.00 FEET TO A POINT WHICH IS 366.50 FEET MEASURED PERPENDICULARLY WEST FROM THE EAST LINE OF SAID BLOCK 8, THENCE SOUTHWARDLY ALONG A STRAIGHT LINE, BEING A WESTERLY LINE OF SAID LAST MENTIONED PARCEL OF LAND, A DISTANCE OF 117.14 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS ALSO:

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## PARCEL 2:

THAT PART OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH A PART OF EACH OF LOTS 1 TO 7 INCLUSIVE IN BLOCK 8; AND A PART OF VACATED WEST ARMITAGE AVENUE AND OF VACATED NORTH NAGLE AVENUE AND ADJOINING SAID BLOCK 8, ALL IN A. GALES SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL OF LAND BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID BLOCK 8 WHICH IS 419.70 FEET NORTH FROM THE SOUTHEAST CORNER THEREOF, SAID POINT OF BEGINNING BEING THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED BY DEED DATED JULY 21, 1953 AND RECORDED JULY 28, 1953 IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT 15681069 AND RUNNING THENCE NORTHWESTWARDLY ALONG THE NORTHERLY LINE OF SAID TRACT OF LAND SO CONVEYED, A DISTANCE OF 133.50 FEET TO A POINT OF CURVE, SAID POINT OF CURVE BEING 432.61 FEET MORE OR LESS NORTH FROM THE SOUTH LINE OF SAID BLOCK 8; THENCE CONTINUING NORTHWESTWARDLY ALONG SAID NORTHERLY LINE OF A TRACT OF LAND SO CONVEYED BEING THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 1960.88 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 266.04 FEET TO A POINT WHICH IS 476.24 FEET MORE OR LESS NORTH FROM A WESTWARD EXTENSION OF THE SOUTH LINE OF SAID BLOCK 8; THENCE NORTHWARDLY ALONG A STRAIGHT LINE NORMAL TO SAID LAST DESCRIBED ARC A DISTANCE OF 117.14 FEET TO A POINT 366.50 FEET MEASURED PERPENDICULARLY WEST FROM THE EAST LINE OF SAID BLOCK 8; THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 184 FEET TO A POINT 657.06 FEET MEASURED PERPENDICULARLY NORTH FROM A WESTWARD EXTENSION OF THE SOUTH LINE OF SAID BLOCK 8; THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 2302.01 FEET, A DISTANCE OF 550.26 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK 8 WHICH IS 549.64 FEET NORTH FROM SAID SOUTHEAST CORNER THEREOF AND THENCE SOUTH ALONG THE EAST LINE OF SAID BLOCK 8, A DISTANCE OF 129.94 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 WHICH IS 800.10 FEET NORTH OF THE POINT OF INTERSECTION OF THE WEST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 WITH THE SOUTH LINE EXTENDED WEST OF BLOCK 10 OF A. GALE'S SUBDIVISION IN THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE SOUTHEASTERLY ON AN ARC CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 769.02 FEET A DISTANCE OF 190.48 FEET TO A POINT; THE TANGENT OF SAID ARC AT ITS POINT OF BEGINNING MAKES AN ANGLE WITH THE WEST LINE OF SAID SOUTHEAST 1/4 OF NORTHEAST 1/4 OF 86 DEGREES 13 MINUTES IN THE SOUTHEAST QUADRANT, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT: THENCE CONTINUING EASTERLY ON SAID DESCRIBED CURVE, HAVING A RADIUS OF 769.02 FEET, AN ARC LENGTH OF 182.02 FEET TO A POINT OF REVERSE CURVE; THENCE EASTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1332.57 FEET, AN ARC LENGTH OF 88.06 FEET; THENCE SOUTH ALONG A LINE THAT FORMS AN ANGLE OF 119 DEGREES 35 MINUTES 49 SECONDS TO THE LEFT OF THE CHORD LINE OF THE LAST DESCRIBED CURVE AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31, 246.62 FEET TO A POINT THAT IS 401.77 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK 10; THENCE WEST ALONG A LINE THAT FORMS AN ANGLE OF 89 DEGREES 33 MINUTES 18 SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE, BEING ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 10, 220.0 FEET TO A POINT THAT IS 208.0 FEET EAST OF THE WEST LINE OF SAID

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SOUTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 26 MINUTES 42 SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE, BEING ALONG A LINE THAT IS PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 236.20 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 348.55 FEET AND AN ARC LENGTH OF 85.78 FEET TO A POINT OF TANGENCY; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED CURVE, 44.74 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 4:

EASEMENT IN FAVOR OF PARCEL 3 AS CREATED BY GRANT OF EASEMENT AGREEMENT MADE BY COBRA ELECTRONICS CORPORATION, A DELAWARE CORPORATION AND BETWEEN JIM, JACK AND CLAY BONE ET AL., AN ILLINOIS GENERAL PARTNERSHIP, RECORDED APRIL 6, 2005 AS DOCUMENT NUMBER 0509602405, FOR INGRESS AND EGRESS OVER THE FOLLOWING TRACT OF LAND:

THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 407.77 FEET NORTH OF THE SOUTH LINE OF BLOCK 10 IN A. GALES SUBDIVISION IN THE SOUTHEAST 1/4 OF SAID SECTION 31, AND 33.0 FEET EAST OF THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 10, 278.0 FEET; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 24.0 FEET; THENCE WESTERLY PARALLEL WITH THE SOUTH LINE OF BLOCK 10, 277.81 FEET TO A POINT THAT IS 33.0 FEET EAST OF THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE NORTHERLY PARALLEL WITH SAID WEST LINE 24.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 5:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS RESERVED IN WARRANTY DEED FROM CHICAGO, MILWAUKEE ST. PAUL AND PACIFIC RAILROAD COMPANY TO LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 27588 DATED OCTOBER 11, 1961 AND RECORDED OCTOBER 16, 1961 AS DOCUMENT NUMBER 18303114 AND AS CREATED BY DEED FROM CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY TO RADIO STEEL AND MFG. COMPANY, A CORPORATION OF ILLINOIS, DATED AUGUST 14, 1969 AND RECORDED AUGUST 29, 1969 AS DOCUMENT NUMBER 20945152 FOR INGRESS AND EGRESS OVER THE LAND DESCRIBED AS FOLLOWS: A STRIP OF LAND 18 FEET WIDE ACROSS LOTS 1 TO 7 INCLUSIVE AND ACROSS A PART OF VACATED NORTH NAGLE AVENUE ADJOINING SAID LOT 7, IN BLOCK 8 IN A. GALE'S SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID STRIP OF LAND BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID BLOCK 8 WHICH IS 419.70 FEET NORTH FROM THE SOUTHEAST CORNER THEREOF, SAID POINT OF BEGINNING BEING THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED BY DEED DATED JULY 21, 1953 AND RECORDED ON JULY 28, 1953 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 15681069 AND RUNNING THENCE NORTHWESTWARDLY ALONG THE NORTHERLY LINE OF THE STRIP OF LAND SO CONVEYED, A DISTANCE OF 133.50 FEET TO A POINT OF CURVE SAID POINT OF CURVE BEING 432.61 FEET MORE OR LESS, NORTH FROM THE SOUTH LINE OF SAID BLOCK 8, THENCE CONTINUING NORTHWESTWARDLY ALONG SAID NORTHERLY LINE OF THE TRACT OF LAND, SO CONVEYED BEING THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 1960.88 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 266.04 FEET TO A POINT WHICH IS 476.24 FEET MORE OR LESS NORTH FROM A WESTWARD EXTENSION OF THE SOUTH LINE OF SAID BLOCK 8, THENCE NORTHWARDLY ALONG A STRAIGHT LINE NORMAL TO SAID LAST DESCRIBED ARC, A DISTANCE OF 18 FEET, THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 1942.88 FEET AND BEING 18 FEET NORTHEASTERLY FROM AND CONCENTRIC WITH SAID FIRST

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DESCRIBED ARC, A DISTANCE OF 263.60 FEET THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE TANGENT TO THE LAST DESCRIBED ARC AND 18 FEET NORTHERLY FROM THE FIRST HEREIN DESCRIBED COURSE, A DISTANCE OF 131.58 FEET TO THE EAST LINE OF SAID BLOCK 8 AND THENCE SOUTH ALONG THE EAST LINE OF SAID BLOCK 8, A DISTANCE OF 18.10 FEET TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

**Common Address: 1944-50 N. Narragansett, Chicago, Illinois**

**PINs: 13-31-205-041-0000  
13-31-205-048-0000  
13-31-205-053-0000  
13-31-425-008-0000  
13-31-425-010-0000  
13-31-425-013-0000**

**UNOFFICIAL COPY****EXHIBIT C – RAILROAD EASEMENT****CHICAGO TITLE INSURANCE COMPANY  
COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B (CONTINUED)**

ORDER NO.: 1401 008978806 D2

- L 24. NOTE: THE FOLLOWING ITEM, WHILE APPEARING ON THIS COMMITMENT/POLICY, IS PROVIDED SOLELY FOR YOUR INFORMATION.

THE FOLLOWING ENVIRONMENTAL DISCLOSURE DOCUMENT(S) FOR TRANSFER OF REAL PROPERTY APPEAR OF RECORD WHICH INCLUDE A DESCRIPTION OF THE LAND INSURED OR A PART THEREOF:

DOCUMENT NUMBER: 92858616 DATE OF RECORDING: NOVEMBER 16, 1992

(PARCEL 3)

- # 25. COVENANTS, RESTRICTIONS, RESERVATIONS AND EASEMENTS, (BUT OMITTING ANY SUCH COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS), AS SET FORTH IN DEEDS FROM LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 5, 1952 AND KNOWN AS TRUST NUMBER 14313 TO THE FOLLOWING PARTIES:

- (A) BECKLEY-CARDY COMPANY, RECORDED JULY 29, 1953 AS DOCUMENT 15681649;  
 (B) UNITED STATES PLYWOOD CORPORATION, RECORDED JULY 30, 1953 AS DOCUMENT 15682683;  
 (C) WESTINGHOUSE ELECTRIC SUPPLY COMPANY, RECORDED SEPTEMBER 15, 1953 AS DOCUMENT 15719580; AND  
 (D) WHITE CAP COMPANY, RECORDED SEPTEMBER 30, 1954 AS DOCUMENT 16030799.

(PARCEL 3)

- # 26. RESERVATION OF AN EASEMENT TO ITSELF AND OWNERS AND MORTGAGORS, ETC., OF PARCEL C IN PLAT OF SURVEY REFERRED TO AS "JULY PLAT" BEING DATED JULY 27, 1953 AND RECORDED JULY 29, 1953 AS DOCUMENT 15681648, FOR THE BENEFIT OF PARCEL C FOR RAILROAD SPUR TRACK PURPOSES AND FOR SWITCH CONNECTIONS FOR RAILROAD INDUSTRIAL SIDE-TRACKS OVER THE REAL ESTATE DESCRIBED AS EASEMENT NO. 10 ON PLAT OF SURVEY MADE BY EMMET KENNEDY DATED AUGUST 25, 1951 AND RECORDED SEPTEMBER 15, 1953 AS DOCUMENT 15719579, AND REFERRED TO AS "AUGUST PLAT" AND AN EASEMENT OVER THE LAND DESCRIBED AS EASEMENT NO. 10 AFORESAID, FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR AND USE OF A RAILROAD INDUSTRIAL SIDE TRACK, AND SWITCH, LEADING INTO PARCEL 6, AS RESERVED IN THE DEED FROM LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 14313, TO WESTINGHOUSE ELECTRIC SUPPLY COMPANY, A CORPORATION OF DELAWARE, DATED SEPTEMBER 14, 1953 AND RECORDED SEPTEMBER 15, 1953 AS DOCUMENT 15719580.

- (A) GRANT OF AN EASEMENT FOR THE BENEFIT OF THE OWNERS AND MORTGAGORS, ETC., OF PARCEL B, FOR THE CONSTRUCTION, OPERATION, REPAIR AND USE OF RAILROAD SPUR TRACK AND SWITCH ON AND OVER THE REAL ESTATE DESCRIBED AS EASEMENT NO. 9 ON PLAT OF SURVEY MADE BY EMMET KENNEDY DATED JULY 27, 1953 AND RECORDED JULY 29, 1953 AS DOCUMENT 15681648, KNOWN AS "JULY PLAT" AS GRANTED IN DEED FROM LA SALLE NATIONAL BANK, A NATIONAL BANKING

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**CHICAGO TITLE INSURANCE COMPANY  
 COMMITMENT FOR TITLE INSURANCE  
 SCHEDULE B (CONTINUED)**

ORDER NO.: 1401 008978806 D2

ASSOCIATION, AS TRUSTEE UNDER TRUST NUMBER 14313, TO UNITED STATES PLYWOOD CORPORATION OF NEW YORK, DATED JULY 29, 1953 AND RECORDED JULY 30, 1953 AS DOCUMENT 15682683.

NOTED: BY DOCUMENT 15719578 THE GRANTEEES IN THE TWO DEEDS REFERRED TO ABOVE RELEASED THE EASEMENT REFERRED TO IN SAID DEEDS AS TO A PART OF THE ABOVE LAND FALLING WITHIN EASEMENT NO. 9 ABOVE.

NOTE: SAID EASEMENT ALSO REFERRED TO IN SUBSEQUENT INSTRUMENTS; DEED RECORDED AUGUST 23, 1955 AS DOCUMENT 16340864 AND DEED IN TRUST RECORDED AUGUST 23, 1955 AS DOCUMENT 16340865; RELEASE RECORDED DECEMBER 27, 1951 AS DOCUMENT 17007405 AND IN THE WARRANTY DEED RECORDED AUGUST 22, 1961 AS DOCUMENT 18254472.

(PARCEL 3)

0 FOR ALL ILLINOIS PROPERTY: FOR COMMITMENT ONLY

EFFECTIVE JUNE 1, 2009, PURSUANT TO PUBLIC ACT 95-988, SATISFACTORY EVIDENCE OF IDENTIFICATION MUST BE PRESENTED FOR THE NOTARIZATION OF ANY AND ALL DOCUMENTS NOTARIZED BY AN ILLINOIS NOTARY PUBLIC. UNTIL JULY 1, 2013, SATISFACTORY IDENTIFICATION DOCUMENTS ARE DOCUMENTS THAT ARE VALID AT THE TIME OF THE NOTARIAL ACT; ARE ISSUED BY A STATE OR FEDERAL GOVERNMENT AGENCY; BEAR THE PHOTOGRAPHIC IMAGE OF THE INDIVIDUAL'S FACE; AND BEAR THE INDIVIDUAL'S SIGNATURE.

P FOR COOK COUNTY PROPERTY: FOR COMMITMENT ONLY

EFFECTIVE JUNE 1, 2009, IF ANY DOCUMENT OF CONVEYANCE FOR COOK COUNTY RESIDENTIAL REAL PROPERTY IS TO BE NOTARIZED BY AN ILLINOIS NOTARY PUBLIC, PUBLIC ACT 95-988 REQUIRES THE COMPLETION OF A NOTARIAL RECORD FOR EACH GRANTOR WHOSE SIGNATURE IS NOTARIZED. THE NOTARIAL RECORD WILL INCLUDE THE THUMBPRINT OR FINGERPRINT OF THE GRANTOR. THE GRANTOR MUST PRESENT IDENTIFICATION DOCUMENTS THAT ARE VALID; ARE ISSUED BY STATE OR FEDERAL GOVERNMENT AGENCY; BEAR THE PHOTOGRAPHIC IMAGE OF THE INDIVIDUAL'S FACE; AND BEAR THE INDIVIDUAL'S SIGNATURE. THE COMPANY WILL CHARGE \$25.00 PER NOTARIAL RECORD.

Q "Be advised that the "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) becomes effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title Office regarding the application of this new law to your transaction."

R 27. NOTE FOR INFORMATION (ENDORSEMENT REQUESTS):

ALL ENDORSEMENT REQUESTS SHOULD BE MADE PRIOR TO CLOSING TO ALLOW AMPLE TIME FOR THE COMPANY TO EXAMINE REQUIRED DOCUMENTATION.

(THIS NOTE WILL BE WAIVED FOR POLICY).

S 28. INFORMATIONAL NOTE:

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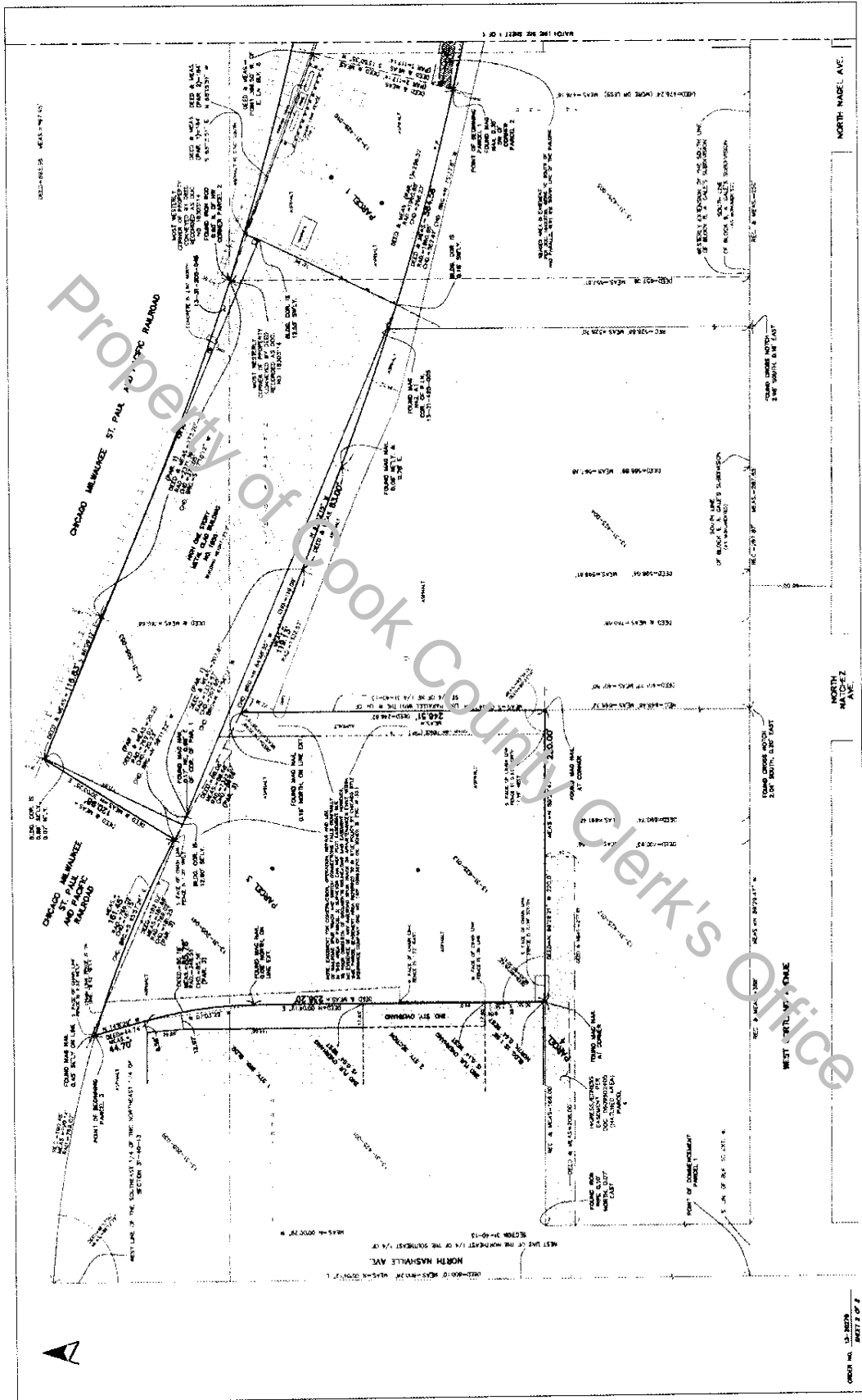
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## EXHIBIT D - ROAD EASEMENT AREA

### LEGAL DESCRIPTION OF EASEMENT

A NON—EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, UTILITIES, ROADWAY MAINTENANCE, SECURITY FENCE AND DRAINAGE OVER A PORTION OF LAND IN THE EAST HALF OF THE SOUTHEAST QUARTER AND THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 31 TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF AN EXISTING HIGH ONE STORY METAL CLAD BUILDING NO. 1950 N. NARRAGANSETT AVENUE, CHICAGO, ILLINOIS, BEING 112.29' WEST OF (MEASURED PERPENDICULAR TO) THE WEST LINE OF VACATED N. NAGLE AVE. (ALSO BEING THE EAST LINE OF LOT 1, BLOCK 9 IN A. GALE'S SUBDIVISION) AND 522.39 FEET NORTH OF (MEASURED PERPENDICULAR TO) THE SOUTH LINE OF SAID BLOCK 9 IN A. GALE'S SUBDIVISION; THENCE ALONG THE FOLLOWING 7 COURSES, ALL BEING ALONG THE OUTSIDE PERIMETER OF EXISTING CHAIN LINK FENCES, (1) SOUTH 25°31'04" WEST, 40.59 FEET, (2) NORTH 64°28'56" WEST, 7.47 FEET, (3) NORTH 59°15'58" WEST, 18.07 FEET TO A POINT OF CURVE, (4) 64.79 FEET ALONG THE ARC OF A CIRCLE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2402.12 FEET, WHOSE CHORD BEARS NORTH 63°30'04" WEST, FOR A CHORD DISTANCE OF 64.79 FEET TO A POINT OF REVERSE CURVE, (5) 77.70 FEET ALONG THE ARC OF A CIRCLE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 807.36 FEET, WHOSE CHORD BEARS NORTH 63°19'01" WEST, FOR A CHORD DISTANCE OF 77.67 FEET TO A POINT OF COMPOUND CURVATURE, (6) 169.66 FEET ALONG THE ARC OF A CIRCLE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 20694.07 FEET, WHOSE CHORD BEARS NORTH 67°28'21" WEST, FOR A CHORD DISTANCE OF 169.66 FEET, (7) NORTH 00°01'58" EAST, 42.26 FEET TO A POINT IN THE SOUTH LINE OF BUILDING NO. 1950 AFORESAID; THENCE SOUTH 65°36'14" EAST ALONG SAID SOUTH LINE OF BUILDING, 355.59 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING: 15,569.09 SQ. FT., 0.29 AC.

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## EXHIBIT D - ROADWAY EASEMENT AREA (CONT'D)

