

# UNOFFICIAL COPY

## AMENDED AND RESTATED GRANT OF BILLBOARD EASEMENT

This document was prepared by:

Michael T. O'Connor  
Fuchs & Roselli, Ltd.  
440 W. Randolph  
Suite 500  
Chicago, Illinois 60606

After recording return to:  
Michael T. O'Connor  
Fuchs & Roselli, Ltd.  
440 W. Randolph  
Suite 500  
Chicago, Illinois 60606



Doc# 1731144007 Fee \$66.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/07/2017 10:29 AM PG: 1 OF 15

See Exhibits A and C for Common Addresses and P.I.N.s Above Space for Recorder's Use Only

8985605 TB 02 1082

## AMENDED AND RESTATED GRANT OF BILLBOARD EASEMENT

Facilities: BUN 817399/STEVENSON Street  
Address: 2100 W. 32<sup>ND</sup> ST. and 2134 W. 32<sup>ND</sup> ST.  
City: CHICAGO  
County: COOK  
State: ILLINOIS

between

Stout Properties, LLC,  
an Illinois limited liability company ("Grantor")

and

Carolan Kirby, LLC,  
An Illinois limited liability company ("CKLLC")

*Ryak*

# UNOFFICIAL COPY

## AMENDED AND RESTATED GRANT OF BILLBOARD EASEMENT

**THIS AMENDED AND  
RESTATED GRANT OF  
BILLBOARD EASEMENT (the  
"Easement") is made this**

3 day of November 2017, by and between STOUT PROPERTIES, LLC, an Illinois limited liability company ("Grantor") and CAROLAN KIRBY, LLC, an Illinois limited liability company ("CKLLC") and restates the Grant of Billboard Easement dated December 19, 2012 and recorded with the Cook County Recorder of Deeds on December 21, 2012, as Document No. 1235629063.

### 1. Description of Grantor's Property.

Grantor is the owner of that certain land and premises in the County of Cook, State of Illinois, by grant or conveyance described in the Public Records of Cook County, Illinois at Document Number 0933804122, the description of said property is attached hereto as Exhibit "A" (hereinafter "Grantor's Property").

2. Description of Easement. For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Grantor grants and conveys unto CK LLC, its successors and assigns, forever, an exclusive, perpetual easement for the use of a portion of Grantor's Property, (the "Easement Area"), as such Easement Area is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C" attached hereto. Grantor shall neither construct nor permit the construction of any improvements on Grantor's Property or any surrounding property owned or controlled by Grantor that impair visibility of the Billboard (as defined in Section 3) from the I-55 Stevenson Expressway. The Grantor also grants to CKLLC, its successors and assigns, as part of this

Easement, (i) an exclusive, perpetual right-of-way for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, and (ii) the right to install, replace and maintain underground utility wires, poles, cables, conduits and pipes, in each case along (or underneath, as the case may be) a thirty foot (30') wide right-of-way extending from Hoyne Avenue west to the Easement Area, (the "Access Easement"), as is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C" (hereinafter the term "Easement Area" shall be deemed to also include the Access Easement unless expressly stated to the contrary). Notwithstanding anything to the contrary set forth herein, the Access Easement shall also include the underground utility wires, poles, cables, conduits and pipes servicing the Billboard as of the date hereof and the Grantor's Property where such underground utility wires, poles, cables, conduits and pipes servicing the Billboard as of the date hereof are located. Grantor shall have the right to relocate the Access Easement as Grantor deems reasonably appropriate to accommodate any alterations, modifications, improvements, demolition or construction of improvements on the Grantor's Property provided (i) such alterations, modifications, improvements, demolition or construction do not materially and adversely impact CKLLC's use of the Access Easement; and (ii) Grantor provides a reasonably adequate alternative Access Easement to access the Easement Area. If Grantor elects to relocate the Access Easement, Grantor shall be responsible for the costs incurred to relocate any underground utility wires, cables, conduits and pipes. Any such relocation shall be coordinated in such a manner so that at no time shall CKLLC's utility service or physical access to the Billboard (as hereinafter defined) be

# UNOFFICIAL COPY

interrupted for longer than six (6) business hours. In the event CKLLC or any public utility is unable or unwilling to use the above-described Access Easement (as the same may be relocated by Grantor), Grantor hereby agrees to grant an additional right of access, in form and location satisfactory to CKLLC and any such public utility, to CKLLC or at CKLLC's request, directly to a public utility, at no cost and in a location reasonably acceptable to Grantor (the "Additional Access Easement"). Any such Additional Access Easement shall be recorded among the Public Records of Cook County, State of Illinois. Also, Grantor hereby grants to CKLLC, its successors and assigns a non-exclusive construction and maintenance easement over any portion of Grantor's Property that is reasonably necessary, in CKLLC's discretion and acceptable to Grantor acting reasonably and in good faith, for any construction, repair, maintenance, replacement, demolition and removal related to the Permitted Use (defined below), including the provision of utility service in connection therewith, and CKLLC shall restore such portion of Grantor's Property to its original condition after its use of the construction and maintenance easement, normal wear and tear excepted. In no event, however, shall CKLLC damage, demolish, alter or modify any parking areas, buildings, utilities or other improvements on the Property without the prior written consent of Grantor, not to be unreasonably withheld, conditioned or delayed.

**3. Easement Area.** The Easement Area shall be used for constructing, maintaining and operating one billboard facility, including without limitation, structures, antennas, cables, equipment and uses incidental thereto ("Billboard") for CKLLC's use and the use of its lessees, licensees, and/or sub-easement holders (the "Permitted Use"). It is the intent of the

parties that CKLLC's Billboard shall not constitute a fixture and all signs, structures, improvements and appurtenances placed on the Grantor's Property by or for CKLLC (or its successors and assigns) shall at all times remain the property of CKLLC (or its successors or assigns). Grantor acknowledges that Grantor has no right to object to or approve any improvements to be constructed by CKLLC on the Easement Area so long as such improvements are consistent with the Permitted Use. If requested by CKLLC, Grantor will execute, at CKLLC's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Easement Area, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by CKLLC in CKLLC's absolute discretion to utilize the Easement Area for the Permitted Use. Grantor agrees to be named applicant if requested by CKLLC. CKLLC shall reimburse Grantor for all costs and expenses, including attorney's fees, incurred in reviewing any applications, permits, licenses or other approvals sought by CKLLC. Grantor shall take no action that would adversely affect the status of the Easement Area with respect to the Permitted Use.

**4. Perpetual Easement.** The Easements and CKLLC's rights and privileges hereby granted shall be perpetual and may be terminated only as provided for herein.

**5. CKLLC's Right to Terminate/Right to Self Help.** CKLLC shall have the unilateral right to terminate this Easement for any reason. Said termination shall be effective upon CKLLC providing written notice of termination to Grantor. Upon termination of this Easement, CKLLC shall, within a reasonable time, remove its Billboards, above ground property and restore the surface of the Easement Area to its original condition,

# UNOFFICIAL COPY

reasonable wear and tear excepted and all of the parties shall have no further obligations to each other. In addition to every other right or remedy provided at law or equity, in the event Grantor or CKLLC (as the case may be) fails or refuses to perform or comply with any of the terms, conditions, covenants, easements or obligations of this Agreement, Grantor or CKLLC (as the case may be) may, without liability for failure to do so, take whatever action it may deem reasonably necessary to cure such default or breach, or otherwise affect compliance with this Agreement, at the expense of the other party, provided that the Grantor or CKLLC (as the case may be) will have given the other party at least ten (10) days written notice of its intention to do so, and provided that the other party will have failed to correct said default or breach within said ten (10) day period (except in an emergency situation such shorter notice as is reasonable in light of the circumstances may be given). The expense of such cure will be payable by the other party upon demand, and, if not paid within five (5) days of Grantor or CKLLC's mailing, said demand for payment will bear interest until paid at a rate that is equal to two percent above the Wall Street Journal, prime rate published in the "Money Rates" table for corporate loans by selected U.S. banks ("Prime Rate") at the time of the payment demand or on the immediately following date of publication if the date of payment demand falls on a date the Wall Street Journal is not published. If, at any time during the term of this Agreement, the Wall Street Journal discontinues the publication of the Prime Rate, then, in such event, the defaulting party will have the right to select a reasonably comparable standard that is a nationally recognized prime rate of interest then available, that is established by a major regional or national bank, and that would provide substantially the same result, which alternate rate will be substituted for the Prime Rate in each place called for in this Easement.

## 6. Hazardous Materials.

(a) CKLLC shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, CKLLC shall indemnify and hold Grantor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on the Easement Area if caused by CKLLC or persons acting under CKLLC. CKLLC shall execute such affidavits, representations and the like from time to time as Grantor may reasonably request concerning CKLLC's best knowledge and belief as to the presence of Hazardous Materials within the Easement Area.

(b) Grantor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, Grantor shall indemnify and hold CKLLC harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on Grantor's Property unless caused by CKLLC or persons acting under CKLLC. Grantor shall execute such affidavits, representations and the like from time to time as CKLLC may reasonably request concerning Grantor's best knowledge and belief as to the presence of Hazardous Materials on Grantor's Property.

(c) For purposes of this Easement, the term "Hazardous Materials" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste,

# UNOFFICIAL COPY

pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Materials.

**7. Insurance.** At all times, CKLLC, at its sole expense, shall obtain and keep in force commercial general liability insurance in an amount of not less \$1,000,000.00 (as reasonably increased by Grantor from time-to-time) plus any additional insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of CKLLC's business upon the Easement Area. Upon execution of this Easement, CKLLC shall provide Grantor with an insurance certificate naming Grantor as an additional insured and on policies conforming to the foregoing and shall provide an updated certificate as soon as practicable prior to the expiration of any insurance policy. In addition to the above and prior to entering onto or commencing any construction on the Easement Area, CKLLC

shall provide Grantor with insurance certificates from any contractors or subcontractors performing work on or bringing materials to, the Easement Area evidencing commercial general liability in amounts and coverages required to be held by CKLLC hereunder and worker's compensation coverage in amounts and coverages statutorily required naming Grantor as an additional insured. Prior to Grantor performing any authorized work in the Easement Area, Grantor shall provide CKLLC with insurance certificates from all contractors and subcontractors evidencing commercial general liability coverage in amounts and coverages reasonably acceptable to CKLLC and naming CKLLC as an additional insured.

## **8. Indemnification.**

Notwithstanding the provisions of Section 11, Each party shall indemnify, defend and hold the other party harmless against any and all personal injury, property damage and mechanic's liens arising directly or indirectly from such party's (including its contractors, subcontractors and material suppliers) entry onto the Easement Area or the Grantor's Property (as the case may be) and performance of any work in the Easement Area or the Grantor's Property (as the case may be).

**9. Security of CKLLC's Communications Facilities.** CKLLC may construct a chain link or comparable fence around the perimeter of CKLLC's communications facilities.

**10. Removal of Obstructions.** CKLLC has the right to remove obstructions from the Grantor's Property, including but not limited to vegetation, which may encroach upon, interfere with, obstruct visibility of the Billboard to the traveling public or present a hazard to CKLLC's use of the Easement Area. CKLLC shall be responsible for disposing of any materials related to the removal of obstructions.

**11. Real Estate Taxes.** Grantor shall pay



# UNOFFICIAL COPY

all real estate taxes on Grantor's Property; In the event that Grantor fails to pay all real estate taxes on Grantor's Property prior to such taxes becoming delinquent, CKLLC may, at its option, pay such real estate taxes (the "Delinquent Taxes") and CKLLC shall have the right to collect the Delinquent Taxes from Grantor and shall have a lien against Grantor's Property with respect thereto. Additionally, CKLLC shall reimburse Grantor within thirty (30) days after demand for any documented increase in the amount of real estate taxes levied against Grantor's Property as of the date hereof that are attributable to the presence of the Billboard within the Easement Area.

**12. Waiver of Subrogation.** Subject to any indemnification obligations set forth herein, the parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Easement Area or any other portion of Grantor's Property, including improvements and personal property located thereon, resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage regardless of whether or not, or in what amount, such insurance is now or hereafter carried by the parties.

**13. Recording.** Both parties acknowledges that this Easement shall be recorded with the appropriate recording officer upon execution of this Easement.

**14. Grantor's Covenant of Title.** Grantor covenants: (a) Grantor is seized of fee simple title to the Grantor's Property of which the Easement Area is a part and has the right and authority to grant this Easement.

**15. Non-Interference.** From and after the date hereof and continuing until this Easement is terminated (if ever), CKLLC

and its lessees, licensees and/or sub-easement holders shall have the exclusive right to construct, install and operate billboard facilities on Grantor's Property within the Easement Area. Nothing contained herein, however, shall prevent or limit Grantor's ability to install signage on any improvements on the Grantor's Property that advertise a business operated on Grantor's Property provided that any such signage does not obstruct the visibility of the Billboard or otherwise interfere with the normal operation of the Billboard by CKLLC or otherwise adversely impact the rights granted to CKLLC and its successors and assigns hereunder. Each of the covenants made by Grantor in this Section 14 is a covenant running with the land for the benefit of the Easement Area and shall be binding upon Grantor and each successive owner of any portion of Grantor's Property and upon each person having any interest therein derived through any owner thereof.

## **16. Intentionally Omitted**

**17. Grantor's Property.** Grantor shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Easement Area or cause any billboard facilities on the Easement Area to be in nonconformance with applicable local, state, or federal laws. Neither party shall do or permit any anything or action that will unreasonably interfere with the quiet use and enjoyment of the Grantor's Property by Grantor and its lessees or the Easement Area and Billboard by CKLLC (as the case may be).

**18. Entire Agreement.** Grantor and CKLLC agree that this Easement contains all of the agreements, promises and understandings between Grantor and CKLLC. No verbal or oral agreements, promises or understandings shall be binding upon either Grantor or CKLLC in any dispute, controversy or proceeding at law. Any addition, variation

# UNOFFICIAL COPY

or modification to this Easement shall be void and ineffective unless made in writing and signed by the parties hereto.

**19. Construction of Document.** Grantor and CKLLC acknowledge that this document shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other party.

**20. Applicable Law; Attorney's Fees.**

This Easement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Illinois. The parties agree that the venue for any litigation regarding this Easement shall be Cook County, State of Illinois. In the event that either party is forced to retain an attorney to enforce the terms of this Easement, the prevailing party shall be entitled to recover from the non-prevailing party all court costs and attorney's fees so incurred. Any amounts due from one party to another and not paid within ten (10) days of their due date shall accrue interest at the Wall Street Journal prime rate plus eight percent (8%) per annum until paid in full.

**21. Notices.** All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

Stout Properties, LLC  
Attn: Joseph Carolan, President

2100 W. 32<sup>nd</sup> Street  
Chicago, Illinois 60608

Carolan Kirby, LLC  
Attn: \_\_\_\_\_  
\_\_\_\_\_

**22. Assignment.** The parties hereto expressly intend that the easements and other rights granted herein shall be transferable, assignable, inheritable, divisible and apportionable. CKLLC has the right, within its sole discretion, to sell, assign, lease, convey, license or encumber any of its interest in this Easement and the Easement Area without consent, subject to any restrictions of record. Any such sale, assignment, lease, license, conveyance, sub-easement or encumbrance shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. An assignment of this Easement shall be effective upon CKLLC sending written notice thereof to Grantor at Grantor's mailing address stated above and shall relieve CKLLC from any further liability or obligation accruing hereunder on or after the date of the assignment.

**23. Partial Invalidity.** If any term of this Easement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Easement, which shall continue in full force and effect.

**24. Successors and Assigns.** The terms of this Easement shall constitute a covenant running with the land for the benefit of CKLLC and its successors and assigns and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto and upon each person having any interest therein derived through any owner thereof.

**25. Construction of Easement.** The captions preceding the Sections of this Easement are intended only for convenience of reference and in no way define, limit or

# UNOFFICIAL COPY

describe the scope of this Easement or the intent of any provision hereof. Whenever the singular is used, the same shall include the plural and vice versa and words of any gender shall include the other gender. As used herein, "including" shall mean "including, without limitation." This document may be executed in multiple counterparts, each of which shall be deemed a fully executed original.

[Remainder of Page Intentionally Blank]

Property of Cook County Clerk's Office

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS







# UNOFFICIAL COPY

## EXHIBIT A

### GRANTOR'S PROPERTY

Parent Parcel Tax I.D. Numbers: 17-31-108-028-0000

17-31-101-016-0000

Common Addresses: 2100 W. 32<sup>nd</sup> St., Chicago, Illinois 60608

2134 W. 32<sup>nd</sup> St., Chicago, Illinois 60608

#### PARENT PARCEL DESCRIPTION

##### PARCEL 1:

THAT PART OF VACATED BROSS AVENUE AND OF BLOCK 18 IN S.J. WALKER'S SUBDIVISION OF THAT PART SOUTH OF THE CANAL, OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUSIVE WITHIN A STRIP OF LAND, 20 FEET IN WIDTH, EXTENDING WESTWARDLY FROM THE WESTERLY LINE OF SOUTH HOYNE AVENUE, BEING ALSO THE EASTERLY LINE, AND THE EXTENSION THEREOF, OF SAID BLOCK 18 TO THE LINE DEFINING THE SOUTHERLY BOUNDARY OF PARCELS 'I M' 203.1 AS DESCRIBED IN CONDEMNATION PROCEEDINGS '83S13490', SAID STRIP OF LAND BEING BOUNDED BY AND LYING BETWEEN LINES, PROLONGATION OF LINES, WHICH ARE PARALLEL AND CONCENTRIC WITH AND 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING ON SAID WESTERLY LINE OF SOUTH HOYNE AVENUE AT A POINT 284.74 FEET SOUTHEASTERLY FROM THE MOST NORTHERLY CORNER OF SAID BLOCK 18 AND RUNNING THENCE NORTHWESTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX SOUTHERLY, AND HAVING A RADIUS OF 398.02 FEET, A DISTANCE 79.30 FEET TO A POINT 21.99 FEET, MEASURED PERPENDICULARLY, SOUTHERLY FROM THE SOUTHERLY LINE OF SAID BLOCK 18 AND 86.65 FEET MEASURED PERPENDICULARLY, WESTERLY FROM SAID WESTERLY LINE OF SOUTH HOYNE AVENUE; THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 202.90 FEET TO A POINT 103.96 FEET, MEASURED PERPENDICULARLY, NORTHERLY FROM THE SOUTHERLY LINE OF SAID BLOCK 18 AND 225.70 FEET, MEASURED PERPENDICULARLY, WESTERLY FROM THE WESTERLY LINE OF SOUTH HOYNE AVENUE; THENCE NORTHWESTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX NORTHERLY, AND HAVING A RADIUS OF 398.02 FEET (THE WESTERLY TERMINUS OF WHICH ARC IS A POINT 173.17 FEET EASTERLY FROM THE WESTERLY LINE AND 10 FEET SOUTHERLY FROM THE NORTHERLY LINE OF SAID BLOCK 18) A DISTANCE OF 68.06 FEET TO ITS INTERSECTION WITH THE SOUTHERLY BOUNDARY LINE OF THE PARCELS OF LAND DESCRIBED IN SAID CONDEMNATION PROCEEDINGS, (SAID SOUTHERLY BOUNDARY LINE BEING A STRAIGHT LINE DRAWN FROM A POINT ON THE SOUTHERLY LINE OF THE SOUTHERLY RESERVE OF THE ILLINOIS AND MICHIGAN CANAL, 844 FEET (AS MEASURED ALONG SAID SOUTHERLY LINE) SOUTHWESTERLY FROM THE WESTERLY LINE OF SAID SOUTH HOYNE AVENUE, TO A POINT ON SAID WESTERLY LINE OF SOUTH HOYNE AVENUE WHICH IS 112 FEET (AS MEASURED ALONG SAID WESTERLY LINE) SOUTHEASTERLY FROM THE SOUTHERLY LINE OF THE SOUTHERLY RESERVE AFORESAID), IN COOK COUNTY, ILLINOIS.

##### PARCEL 2:

PARTS OF BLOCKS 16 AND 18, PART OF VACATED BROSS AVENUE LYING SOUTHEASTERLY OF SAID BLOCK 18 AND PART OF VACATED HAMILTON AVENUE LYING SOUTHWESTERLY OF SAID BLOCK 18 ALL IN S.J. WALKER'S SUBDIVISION OF THAT PART SOUTH OF THE CANAL OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, WHICH TRACT OF LAND IS BOUNDED ON THE NORTHEAST BY THE SOUTHWESTERLY LINE OF SOUTH HOYNE AVENUE, ON THE SOUTH BY THE NORTH LINE OF WEST 32ND STREET AS DEEDED BY INSTRUMENT RECORDED DECEMBER 14, 1950 AS DOCUMENT 14973547, ON THE SOUTHWEST BY A STRAIGHT LINE WHICH EXTENDS NORTHWARD FROM A POINT ON SAID NORTH LINE OF WEST 32ND STREET THAT IS 350 FEET WEST OF THE POINT OF INTERSECTION TO SAID NORTH STREET LINE AND SAID SOUTHWESTERLY LINE OF SOUTH HOYNE AVENUE TO A POINT ON THE NORTHERLY LINE OF SAID BLOCK 18 WHICH IS 305.43 FEET SOUTHWESTERLY FROM THE MOST NORTHERLY CORNER OF SAID BLOCK 18 AND ON THE NORTH BY A LINE 10 FEET (MEASURED PERPENDICULAR) SOUTHERLY FROM AND PARALLEL TO THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID BLOCK 18 WHICH IS 10 FEET SOUTHEASTERLY FROM THE MOST

# UNOFFICIAL COPY

WESTERLY CORNER OF SAID BLOCK AND RUNNING THENCE NORTHEASTWARDLY ALONG A LINE PARALLEL WITH THE NORTHERLY LINE OF SAID BLOCK, A DISTANCE OF 173.17 FEET; THENCE EASTERLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 398.02 FEET AND CONVEX NORTHERLY, A DISTANCE OF 266.62 FEET TO A POINT 103.99 FEET (MEASURED PERPENDICULARLY) NORTHERLY FROM THE SOUTHERLY LINE AND 225.70 FEET (MEASURED PERPENDICULARLY) WESTERLY FROM THE EASTERLY LINE OF SAID BLOCK; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE 202.90 FEET TO A POINT 21.99 FEET (MEASURED PERPENDICULARLY) SOUTHERLY FROM SAID SOUTHERLY LINE OF BLOCK 18 AND 66.65 FEET (MEASURED PERPENDICULARLY) WESTERLY FROM SAID WESTERLY LINE OF SOUTH HOYNE AVENUE; THENCE CONTINUING SOUTHEASTERLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 398.02 FEET AND CONVEX SOUTHERLY, A DISTANCE OF 79.30 FEET TO A POINT ON SAID WESTERLY LINE OF SOUTH HOYNE AVENUE, WHICH IS 264.74 FEET SOUTHEASTERLY FROM THE POINT ON SAID WESTERLY STREET. LINE WHICH IS THE MOST NORTHERLY CORNER OF SAID BLOCK 18, ALL IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

EXHIBIT B

SITE PLAN

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

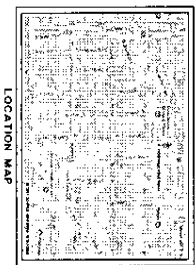
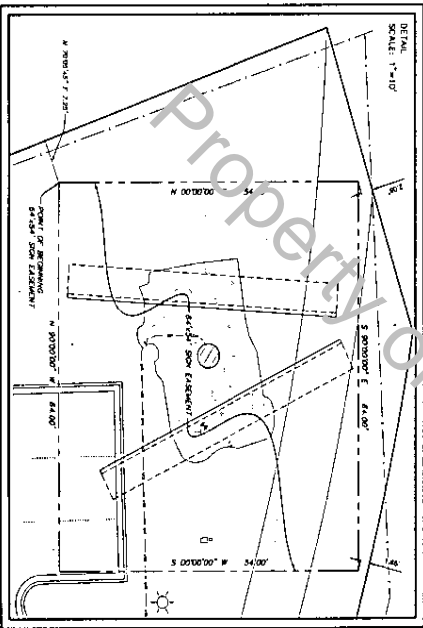
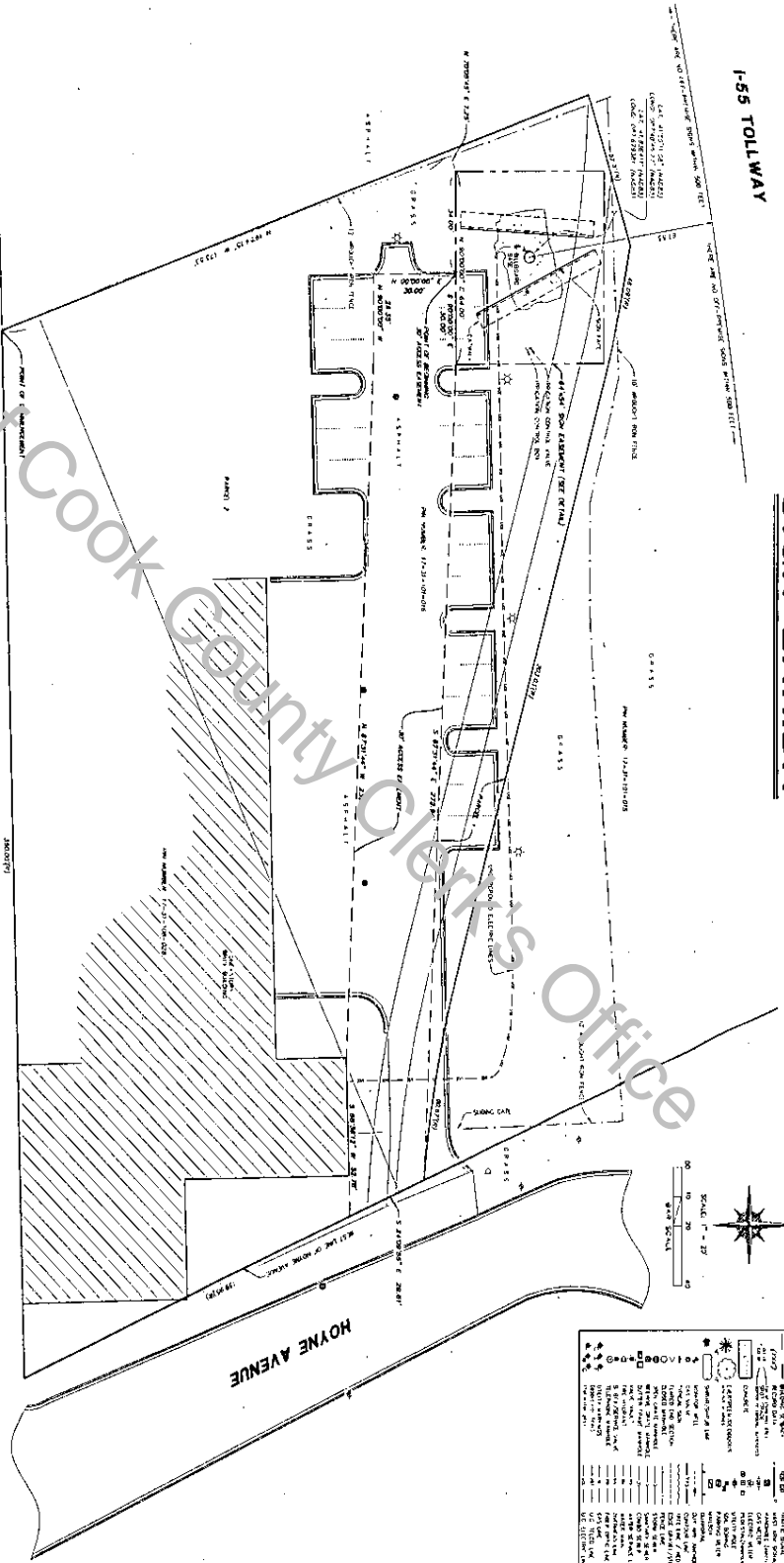
Property of Cook County Clerk's Office



UNOFFICIAL COPY

I-55 TOLLWAY

SIGN EXHIBIT



- NOTES
1. FIELD WORK COMPLETED ON 07/17/17
  2. SIGNAGE PREPARED WITHOUT THE AS OF A FIELD REPORT, REFER TO A CURRENT TITLE REPORT FOR THE MOST UP TO DATE INFORMATION ON ANY EASEMENTS, ENCUMBRANCES, AND OTHER ITEMS.
  3. SIGNAGE PREPARED FOR PROPERTY OWNERS, A, LLC
  4. EASEMENTS FOR UTILITY AND ACCESS ARE SHOWN BASED ON LATEST STATE PLAT RECORD SYSTEM, ALABAMA EAST TOWN
  5. ALL DIMENSIONS AND BEARINGS ARE BASED ON THE DOCUMENTS LISTED TO BE REPORTED TO THE COUNTY OF COOK.

STATE OF ILLINOIS  
COUNTY OF COOK

WE, THE UNDERSIGNED, LAND SURVEYORS, DO HEREBY DECLARE THAT THIS SIGN EXHIBIT WAS MADE UNDER SPECIAL LICENSE FOR LAND AND SEAL THIS 2ND DAY OF AUGUST, 2017, AT NORTHDALE STRIKE, ILLINOIS

LAND SURVEYOR'S LICENSE NO. 117027218  
LAND SURVEYOR'S LICENSE NO. 117027218

SCALE: 1"=40'	DATE: 8/30/17	BY: KH
DESIGNED BY: DBB	DATE: 11/02/17	BY: KH
REVISIONS:	ADD UTILITY EASEMENT	
	REMOVE UTILITY EASEMENT	
FIELD WORK: WWS		
CHECK: JRM		
JOB: 17138		
SHEET: S-1		

2100 WEST 32ND STREET  
CHICAGO, ILLINOIS 60608

PREPARED BY: **W-T**

**W-T LAND SURVEYING**  
LAND AND CONSTRUCTION SURVEYING

3075 Franklin Avenue  
Chicago, IL 60641  
Tel: (773) 232-8222 Fax: (773) 232-8444  
E-MAIL: WTSURV@WTLANDSURV.COM  
E-License No. 018-020-020-0000

NO.	REVISIONS	DATE	BY
1	ADD UTILITY EASEMENT	8/30/17	KH
2	REMOVE UTILITY EASEMENT	11/02/17	KH

# UNOFFICIAL COPY

## EXHIBIT C

### EASEMENT AREA AND ACCESS EASEMENT

Parent Parcel Tax I.D. Numbers: 17-31-108-028-0000  
17-31-101-016-0000

Common Addresses: 2100 W. 32<sup>nd</sup> St., Chicago, Illinois 60608  
2134 W. 32<sup>nd</sup> St., Chicago, Illinois 60608

#### 64' X 54' SIGN EASEMENT DESCRIPTION

THAT PART OF S.J. WALKER'S SUBDIVISION OF THAT PART SOUTH OF THE CANAL, OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT PART SOUTH OF THE CANAL OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 38, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 350 FEET WEST OF THE WEST LINE OF HOYNE AVENUE ON THE NORTH LINE OF 32ND STREET; THENCE NORTH 19 DEGREES 54 MINUTES 15 SECONDS WEST, 173.53 FEET; THENCE NORTH 70 DEGREES 05 MINUTES 45 SECONDS EAST, 7.25 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 54.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 64.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 54.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 64.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3456.00 SQUARE FEET, ALL IN COOK COUNTY, ILLINOIS.

#### 30' ACCESS EASEMENT DESCRIPTION

THAT PART OF S.J. WALKER'S SUBDIVISION OF THAT PART SOUTH OF THE CANAL, OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT PART SOUTH OF THE CANAL OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 38, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 350 FEET WEST OF THE WEST LINE OF HOYNE AVENUE ON THE NORTH LINE OF 32ND STREET; THENCE NORTH 19 DEGREES 54 MINUTES 15 SECONDS WEST, 173.53 FEET; THENCE NORTH 70 DEGREES 05 MINUTES 45 SECONDS EAST, 7.25 FEET TO THE SOUTHWEST CORNER OF THE HEREON DESCRIBED SIGN EASEMENT; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SIGN EASEMENT, 34.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID SOUTH LINE, 30.00 FEET TO THE SOUTH-EAST CORNER THEREOF; THENCE SOUTH 87 DEGREES 31 MINUTES 44 SECONDS EAST, 272.94 FEET TO THE WEST LINE OF HOYNE AVENUE; THENCE SOUTH 24 DEGREES 09 MINUTES 55 SECONDS EAST ALONG SAID WEST LINE, 29.61 FEET; THENCE SOUTH 88 DEGREES 38 MINUTES 12 SECONDS WEST, 52.78 FEET; THENCE NORTH 87 DEGREES 31 MINUTES 44 SECONDS WEST, 232.92 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 29.35 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 30.00 FEET TO SAID SOUTH LINE OF THE HEREON DESCRIBED SIGN EASEMENT, SAID POINT ALSO BEING THE POINT OF BEGINNING, CONTAINING 9198.56 SQUARE FEET, ALL IN COOK COUNTY, ILLINOIS.