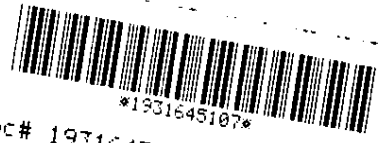


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RHSP FEE:\$9.00 RPRF FEE: \$1.00
EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 11/12/2019 01:50 PM PG: 1 OF 1

DECLARATION OF RESTRICTIVE COVENANTS
Property of Cook County Clerk's Office

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P ✓
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When recorded, return to:

Lewis Roca Rothgerber Christie LLP
201 E. Washington Street, Suite 1200
Phoenix, Arizona 85004
Attn: Linda M. Mitchell, Esq.

(CTE, 20P3, C557540)
(8376375)

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants (this "Declaration") is made as of the 4th day of November, 2019 (the "Effective Date"), by **DL3 MARSHFIELD, LLC**, an Illinois limited liability company ("DL3"), and **PRIMESTOR 119, LLC**, a Delaware limited liability company ("Primestor").

RECITALS

A. DL3 is the owner of the real property located in the City of Chicago, Cook County, Illinois, described on Exhibit "A" (the "DL3 Parcel").

B. Primestor is the owner of the real property located in the City of Chicago, Cook County, Illinois, described on Exhibit "B" (the "Primestor Parcel", and together with the DL3 Parcel, the "Parcels").

C. The Parcels and certain other property are collectively referred to herein as "Marshfield Plaza".

D. Marshfield Plaza is subject to that certain Amended and Restated Operation and Easement Agreement (the "OEA") dated March 14, 2008 and recorded with the Cook County, Illinois Recorder of Deeds on March 21, 2008 as Document No. 0803131064.

E. DL3 has leased the DL3 Parcel (the "BCBSIL Lease") to Health Care Service Corporation, A Mutual Legal Reserve Company, an Illinois corporation doing business in the State of Illinois as BlueCross BlueShield of Illinois ("BCBSIL") for occupancy by BCBSIL or its designees or sub-lessees of approximately 129,000 square feet for office use, initially for primary use as a customer servicing center anticipated, though not covenanted, to employ approximately 450 to 575 BCBSIL staff, with other ancillary uses, including without limitation, as a customer, community and health education center but not to include drug treatment or abortion services (the "BCBSIL Use").

F. In connection with the BCBSIL Lease, and at the request of DL3, Primestor has agreed to enter into a First Amendment to the OEA to permit the BCBSIL Use, among other things (the "First Amendment").

G. Primestor, as landlord, and Burlington Coat Factory of Illinois, LLC, as tenant ("Burlington"), are parties to that certain Lease Agreement dated December 7, 2009, as amended by that certain First Amendment to Lease dated September 18, 2019 (the "Burlington Lease").

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H. Both DL3 and Primestor acknowledge that Primestor would not enter into the First Amendment but for DL3's agreement to accept certain restrictions on the DL3 Parcel and, accordingly, DL3 has agreed to execute and record this Declaration against the DL3 Parcel.

NOW, THEREFORE, for the purposes and the consideration set forth above, the Parties declare that the Parcels will now and hereafter be held, transferred, sold, conveyed, leased, occupied and used subject to the following covenants, conditions and restrictions:

AGREEMENT

1. **Term.** This Declaration and the provisions hereof will be in force from the Effective Date until the earlier of (i) the expiration or earlier termination of the Burlington Lease or (ii) 11:59 pm Central Time on April 1, 2026 (the "Term"). This Declaration will terminate automatically and no further documentation is required to evidence the termination of this Declaration and the provisions hereof, and all current and future owners, lenders, title insurers, and other parties having an interest in the DL3 Parcel may rely simply upon the expiration of the Term as conclusive evidence of the termination of this Declaration.

2. **Use Restrictions.** During the Term hereof, the DL3 Parcel may be used for the BCBSIL Use only during such time as BCBSIL or its designees and sub-lessees occupy at least 69,000 square feet thereof.

3. **Burden and Benefit.** During the Term hereof, (i) the restrictions set forth in this Declaration burden the DL3 Parcel, (ii) the DL3 Parcel may only be held, transferred, sold and conveyed subject to such restrictions, whether or not reference is made to this Declaration in the related conveyance document, and (iii) the restrictions set forth herein run with the land and are binding on all successor owners, tenants, and other parties having any interest in the DL3 Parcel, whether or not so stated in any conveyance document, until the expiration or earlier termination of this Declaration. During the Term hereof, the restrictions set forth herein benefit and may be enforced by Primestor, its successors and assigns, including any successor owner of all or any portion of the Primestor Parcel.

4. **Enforcement; Indemnity and Release.** During the Term hereof this Declaration may be enforced by injunction, it being specifically recognized that damages will not be an adequate remedy to compensate for a violation hereof. ADDITIONALLY, AND WITHOUT LIMITING THE FOREGOING, ANY OWNER, BUYER, OR TENANT OF THE DL3 PARCEL, OR ANY PORTION THEREOF, WHO VIOLATES THE USE RESTRICTIONS SET FORTH IN SECTION 2 OF THIS DECLARATION DURING THE TERM (THE "INDEMNIFYING PARTY") AGREES TO INDEMNIFY, DEFEND AND HOLD PRIMESTOR, ITS SUCCESSORS AND ASSIGNS, AND THEIR RESPECTIVE MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, AND LENDERS (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES, LOSSES, COSTS, CLAIMS, LIABILITIES, EXPENSES, DEMANDS, OR OBLIGATIONS OF ANY KIND OR NATURE, INCLUDING REASONABLE ATTORNEYS' FEES AND OTHER REASONABLE COSTS OF ENFORCEMENT (BUT EXCLUDING ANY SPECULATIVE, SPECIAL OR PUNITIVE DAMAGES) ARISING DIRECTLY OR INDIRECTLY FROM ANY PARTY'S OPERATION OR USE OF THE DL3 PARCEL FOR A

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USE OTHER THAN THE BCBSIL USE. THIS SECTION 4 WILL SURVIVE THE EXPIRATION OR THE EARLIER TERMINATION OF THIS DECLARATION FOR A PERIOD OF ONE YEAR.

5. **Notices.** All notices delivered pursuant to this Declaration must be in writing, and will be deemed duly given or made at the time and on the date (a) when received by email transmittal of .pdf files or similar electronic means but not facsimile transmission (provided that the sender of such communication must verbally confirm receipt thereof by the appropriate parties by telephone or in person and must also send a copy of such communication to the appropriate party within one (1) business day of such email or .pdf file) by regular US Mail; (b) when personally delivered as shown on a receipt therefor; (c) on the next business day after being sent by a nationally recognized overnight mail carrier sent by priority or next business day delivery; or (d) three (3) business days after being mailed by prepaid registered or certified mail, return receipt requested, to the address for each party set forth below. Any party, by written notice to the other in the manner herein provided, may designate an address different from that set forth below.

DL3: DL3 Marshfield, LLC
c/o DL3 Realty, L.P.
77 W. Washington Street, Suite 405
Chicago, Illinois 60602

With a copy to: Elizabeth D. Santis
Elizabeth D. Santis, P.C.
1040 W. Adams Street, Suite 220
Chicago, Illinois 60607

Primestor: Primestor 119, LLC
c/o PGIM Real Estate
7 Giralda Farms
Madison, New Jersey 07940
Attention: Alison Hallberg

With a copy to: Lewis Roca Rothgerber Christie, LLP
201 E. Washington Street, Suite 1200
Phoenix, Arizona 85004
Attn: Linda M. Mitchell, Esq.

6. **No Waiver.** The waiver by one party of the performance of any covenant or condition hereunder will neither invalidate this Declaration nor be considered a waiver by such party of any other covenant or condition hereunder. The waiver by either party of the time for performing any covenant or condition hereunder will not constitute a waiver of the time for performing any other act or an identical act a party is required to perform at a later time.

7. **Remedies.** In the event of a default hereunder, either party may exercise any remedy available hereunder, at law, or in equity and the remedies will be cumulative.

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8. **Attorneys' Fees.** If either party to this Declaration brings an action or proceeding against the other party under this Declaration and such action or proceeding results in a judgment by a court of competent jurisdiction, then, in such event, the prevailing party in such action or proceeding is entitled to recover all costs and expenses including its reasonable attorneys' fees and other reasonable costs of enforcement of such action or proceeding in the amount the court deems reasonable.

9. **Provisions Severable.** Each provision of this Declaration shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Declaration is deemed to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Declaration.

10. **Recording.** The Parties agree that this Declaration shall be recorded in the office of the Cook County, Illinois Recorder of Deeds.

11. **Miscellaneous.** The captions in this Declaration are for convenience of reference and are not to be considered in construing this Declaration. This Declaration shall be governed by the laws of the State of Illinois. This Declaration may be amended only by written agreement of the owners of the DL3 Parcel and the Primestor Parcel recorded in the official records of the Cook County, Illinois Recorder of Deeds. This Declaration may be executed in counterparts, each of which will be deemed an original and both of which, taken together, will constitute one instrument.

[Remainder of page intentionally left blank.]

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PRIMESTOR 119, LLC,
a Delaware limited liability company

By: PRISA LHC, LLC, a Delaware limited liability
company, its sole Member

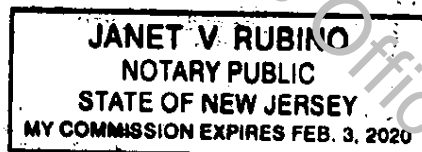
By: *Alison M Hallberg*
Name: *Alison M Hallberg*
Title: *Vice President*

STATE OF *New Jersey*)
County of *Morris*) ss.

On *October 30*, 2019, before me, the undersigned, a notary public in and for said State, personally appeared *Alison M. Hallberg*, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that, by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed this instrument.

Janet V. Rubino, Notary Public

My Commission Expires:
2-3-2020



[Signature Page to Declaration of Restrictive Covenants]

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EXHIBIT "A"

Legal Description of DL3 Parcel

THAT PART OF LOTS 5 AND 6 IN THE RESUBDIVISION THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY) ACCORDING TO THE PLAT THEREOF RECORDED MARCH 27, 1914 AS DOCUMENT NUMBER 5384305, DESCRIBED AS FOLLOWS:

COMMENCING ON THE SOUTHWESTERLY CORNER OF ILLINOIS DEPARTMENT OF TRANSPORTATION PARCEL ODY0001, IDOT JOB NO.:R-90-060-00, PER ORDER OF JUDGE ALEXANDER P. WHITE, DECEMBER 22, 2003, CIRCUIT COURT - 0241; THENCE NORTH 42 DEGREES 15 MINUTES 46 SECONDS EAST ALONG AN ASSUMED BEARING, BEING THE NORTHWESTERLY LINE OF SAID PARCEL ODY0001, A DISTANCE OF 44.78 FEET (MEASURED) TO THE NORTHERLY MOST CORNER OF SAID PARCEL ODY0001, SAID POINT ON A LINE LYING 332.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SOUTHEAST QUARTER (AS MEASURED AT RIGHT ANGLES); THENCE NORTH 01 DEGREES 42 MINUTES 45 SECONDS WEST ALONG THE LAST DESCRIBED PARALLEL LINE 1.86 FEET; THENCE SOUTH 50 DEGREES 40 MINUTES 50 SECONDS WEST 41.06 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE WESTERLY 6.52 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 41.50 FEET AND WHOSE CHORD BEARS SOUTH 84 DEGREES 49 MINUTES 43 SECONDS WEST 6.51 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 19 MINUTES 43 SECONDS WEST 7.16 FEET; THENCE NORTH 85 DEGREES 00 MINUTES 27 SECONDS WEST 121.59 FEET; THENCE SOUTH 89 DEGREES 19 MINUTES 43 SECONDS WEST 46.33 FEET; THENCE SOUTH 87 DEGREES 25 MINUTES 22 SECONDS WEST 1.12 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 25 MINUTES 22 SECONDS WEST 143.22 FEET; THENCE NORTH 20 DEGREES 51 DEGREES 20 SECONDS EAST 13.01 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 38 SECONDS WEST 58.07 FEET; THENCE NORTH 15 DEGREES 03 MINUTES 20 SECONDS EAST 56.27 FEET; THENCE NORTH 74 DEGREES 56 MINUTES 40 SECONDS WEST 225.50 FEET; THENCE SOUTH 15 DEGREES 03 MINUTES 20 SECONDS WEST 7.73 FEET; THENCE SOUTH 37 DEGREES 32 MINUTES 20 SECONDS WEST 110.80 FEET; THENCE SOUTH 18 DEGREES 19 MINUTES 17 SECONDS WEST 29.26 FEET; THENCE SOUTH 06 DEGREES 03 MINUTES 40 SECONDS EAST 71.42 FEET; THENCE SOUTH 71 DEGREES 01 MINUTES 02 SECONDS WEST 40.81 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 02 SECONDS WEST 53.84 FEET; THENCE NORTH 30 DEGREES 52 MINUTES 35 SECONDS EAST 20.69 FEET; THENCE NORTH 15 DEGREES 03 MINUTES 17 SECONDS EAST 83.14 FEET; THENCE NORTH 18 DEGREES 57 MINUTES 11 SECONDS EAST 53.94 FEET; THENCE NORTH 59 DEGREES 09 MINUTES 25 SECONDS EAST 34.97 FEET; THENCE NORTH 35 DEGREES 21 MINUTES 58 SECONDS EAST 25.56 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY 84.02 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 500.00 FEET AND WHOSE CHORD BEARS NORTH 30 DEGREES 33 MINUTES 08 SECONDS EAST 83.92 FEET;

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THENCE NORTH 74 DEGREES 56 MINUTES 20 SECONDS WEST NON-TANGENT TO THE LAST COURSE 302.72 FEET; THENCE SOUTH 15 DEGREES 01 MINUTES 18 SECONDS WEST 288.38 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHEASTERLY 53.24 FEET ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 126.17 FEET AND WHOSE CHORD BEARS SOUTH 16 DEGREES 25 MINUTES 02 SECONDS EAST 52.85 FEET THENCE SOUTH 45 DEGREES 25 MINUTES 14 SECONDS EAST NON-TANGENT TO THE LAST COURSE 24.21 FEET; THENCE SOUTH 86 DEGREES 19 MINUTES 22 SECONDS WEST 78.57 FEET TO A POINT ON THE WEST LINE OF SAID LOT 6, SAID POINT BEING 5.08 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 6 AS MEASURED ALONG SAID WEST LINE; THENCE NORTH 01 DEGREES 43 MINUTES 48 SECONDS WEST ALONG SAID WEST LINE 79.08 FEET TO A BEND POINT IN SAID WEST LINE; THENCE NORTH 15 DEGREES 03 MINUTES 20 SECONDS EAST ALONG SAID WEST LINE 786.22 FEET; THENCE SOUTH 74 DEGREES 56 MINUTES 27 SECONDS EAST 161.04 FEET; THENCE SOUTH 15 DEGREES 03 MINUTES 20 SECONDS WEST 2.64 FEET; THENCE SOUTH 74 DEGREES 53 MINUTES 17 SECONDS EAST 179.12 FEET; THENCE SOUTH 15 DEGREES 03 MINUTES 20 SECONDS WEST 6.13 FEET; THENCE SOUTH 74 DEGREES 55 MINUTES 26 SECONDS EAST 187.40 FEET; THENCE NORTH 15 DEGREES 03 MINUTES 20 SECONDS EAST 35.30 FEET; THENCE SOUTH 74 DEGREES 51 MINUTES 11 SECONDS EAST 141.68 FEET; THENCE SOUTH 15 DEGREES 03 MINUTES 20 SECONDS WEST 68.41 FEET; THENCE SOUTH 75 DEGREES 05 MINUTES 54 SECONDS EAST 99.74 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 13 SECONDS EAST 52.24 FEET TO A POINT ON THE WEST LINE OF SAID MARSHFIELD AVENUE; THENCE SOUTH 01 DEGREES 15 MINUTES 09 SECONDS WEST ALONG SAID WEST LINE 79.05 FEET; THENCE NORTH 74 DEGREES 55 MINUTES 06 SECONDS WEST 169.20 FEET; THENCE SOUTH 15 DEGREES 03 MINUTES 20 SECONDS WEST 126.51 FEET; THENCE SOUTH 75 DEGREES 02 MINUTES 36 SECONDS EAST 147.71 FEET; THENCE SOUTH 43 DEGREES 06 MINUTES 22 SECONDS EAST 36.49 FEET; THENCE NORTH 87 DEGREES 47 MINUTES 56 SECONDS EAST 30.56 FEET TO A POINT ON SAID WEST LINE OF SAID SOUTH MARSHFIELD AVENUE; THENCE SOUTH 01 DEGREES 42 MINUTES 45 SECONDS EAST ALONG SAID WEST LINE 164.53 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 25 SECONDS WEST 46.98 FEET; THENCE NORTH 74 DEGREES 56 MINUTES 40 SECONDS WEST 109.61 FEET; THENCE SOUTH 15 DEGREES 03 MINUTES 20 SECONDS WEST 18.50 FEET; THENCE NORTH 74 DEGREES 56 MINUTES 40 SECONDS WEST 39.06 FEET; THENCE SOUTH 15 DEGREES 03 MINUTES 48 SECONDS WEST 67.28 FEET; THENCE SOUTH 01 DEGREES 33 MINUTES 25 SECONDS EAST 123.34 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXHIBIT "B"

Legal Description of Primestor Parcel

PARCEL 1:

THAT PART OF LOTS 1, 2 AND 3 IN THE RESUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE RIGHT OF WAY OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY), LYING SOUTHWESTERLY, WESTERLY, AND NORTHERLY OF THE FOLLOWING DESCRIBED LINES; BEGINNING AT POINT ON THE NORTH LINE OF SAID LOT 1, WHICH IS 307 FEET WEST OF THE NORTHEAST CORNER THEREOF (AS MEASURED ALONG SAID NORTH LINE) AND RUNNING THENCE SOUTHEASTERLY A DISTANCE OF 21.17 FEET TO AN INTERSECTION WITH A LINE WHICH IS 332 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 AFORESAID, SAID INTERSECTION BEING 15 FEET SOUTH OF THE AFOREMENTIONED NORTH LINE OF LOT 1 (MEASURED AT RIGHT ANGLES THERETO); THENCE SOUTH ALONG SAID PARALLEL LINE A DISTANCE OF 673.30 FEET TO A POINT WHICH IS 1932.12 FEET NORTH OF AND 332 FEET WEST OF THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4 (AS MEASURED, RESPECTIVELY, ALONG THE EAST LINE THEREOF AND AT RIGHT ANGLES THERETO); THENCE SOUTHEASTERLY ALONG A LINE WHICH, EXTENDED, PASSES THROUGH A POINT 1305.81 FEET NORTH OF AND 299.52 FEET WEST OF THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4 (AS MEASURED, RESPECTIVELY, ALONG THE EAST LINE THEREOF AND AT RIGHT ANGLES THERETO) A DISTANCE OF 87.43 FEET TO A POINT ON A LINE WHICH IS 775.62 FEET SOUTH OF (MEASURED AT RIGHT ANGLES THERETO) AND PARALLEL WITH THE NORTH LINE OF LOT 1 AFORESAID; THENCE WEST ALONG SAID PARALLEL LINE A DISTANCE OF 282.53 FEET TO A POINT ON A LINE WHICH IS 610 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 AFORESAID); THENCE SOUTH ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 414.00 FEET TO A POINT ON A LINE WHICH IS 1,189.62 FEET SOUTH OF (MEASURED AT RIGHT ANGLES THERETO) AND PARALLEL WITH THE NORTH LINE OF LOT 1 AFORESAID; THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 80.00 FEET TO POINT ON A LINE WHICH IS 690 FEET WEST OF (MEASURED AT RIGHT ANGLES THERETO) AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 AFORESAID; THENCE SOUTH ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 109.84 FEET TO A POINT ON THE SOUTH LINE OF LOT 3 AFORESAID; THENCE WEST ALONG SAID SOUTH LINE A DISTANCE OF 276.29 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL OF LOTS 1 TO 6 IN THE RESUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL

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MERIDIAN, (EXCEPT THAT PART OF THE LAND TAKEN IN CONDEMNATION CASE 03L50655) AND (EXCEPT THE RIGHT OF WAY OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY AND EXCEPT THAT PART OF SAID LOTS LYING EASTERLY OF THE FOLLOWING DESCRIBED LINES:

BEGINNING IN THE SOUTH LINE OF SAID LOT 6, 352 FEET WEST OF THE EAST LINE OF SAID 1/4 SECTION (AS MEASURED IN SAID SOUTH LINE); THENCE NORTHEASTERLY TO A POINT, 58 FEET NORTH OF AND 332 FEET WEST OF THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4 (AS MEASURED NORTH IN THE EAST LINE THEREOF AND AT RIGHT ANGLES THEREOF); THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID 1/4 SECTION A DISTANCE OF 421.62 FEET; THENCE NORTHEASTERLY TO A POINT 1105.81 FEET NORTH OF AND 299.52 FEET WEST OF THE SOUTHEAST CORNER OF SAID 1/4 SECTION (AS MEASURED NORTH IN THE EAST LINE THEREOF AND AT RIGHT ANGLES THERETO); THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID 1/4 SECTION, A DISTANCE OF 200 FEET; THENCE NORTHWESTERLY TO A POINT 1932.12 FEET NORTH OF AND 332 FEET WEST OF THE SOUTHEAST CORNER OF SAID 1/4 SECTION (AS MEASURED IN THE EAST LINE THEREOF AND AT RIGHT ANGLES THERETO); THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID 1/4 SECTION TO THE INTERSECTION WITH A LINE 15 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOT 1 AFORESAID; THENCE NORTHWESTERLY TO THE NORTH LINE OF SAID LOT 1, 307 FEET WEST OF THE NORTHEAST CORNER THEREOF (AS MEASURED IN SAID NORTH LINE),

AND ALSO EXCEPTING THEREFROM THAT PART OF LOTS 1, 2 AND 3 IN THE RESUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE RIGHT OF WAY OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY), LYING SOUTHWESTERLY, WESTERLY, AND NORTHERLY OF THE FOLLOWING DESCRIBED LINES:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 1 WHICH IS 307 FEET WEST OF THE NORTHEAST CORNER THEREOF (AS MEASURED ALONG SAID NORTH LINE) AND RUNNING THENCE SOUTHEASTERLY A DISTANCE OF 21.17 FEET TO AN INTERSECTION WITH A LINE WHICH IS 332 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 AFORESAID, SAID INTERSECTION BEING 15 FEET SOUTH OF THE AFOREMENTIONED NORTH LINE OF LOT 1 (MEASURED AT RIGHT ANGLES THERETO); THENCE SOUTH ALONG SAID PARALLEL LINE A DISTANCE OF 673.30 FEET TO A POINT WHICH IS 1932.12 FEET NORTH OF AND 332 FEET WEST OF THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4 (AS MEASURED, RESPECTIVELY, ALONG THE EAST LINE THEREOF AND AT RIGHT ANGLES THERETO); THENCE SOUTHEASTERLY ALONG A LINE WHICH, EXTENDED, PASSES THROUGH A POINT 1305.81 FEET NORTH OF AND 299.52 FEET WEST OF THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4 (AS MEASURED, RESPECTIVELY, ALONG THE EAST LINE THEREOF AND AT RIGHT ANGLES THEREOF) A DISTANCE OF 87.43 FEET TO A POINT ON A LINE WHICH IS 775.62 FEET SOUTH OF (MEASURED

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AT RIGHT ANGLES THERETO) AND PARALLEL WITH THE NORTH LINE OF LOT 1 AFORESAID; THENCE WEST ALONG SAID PARALLEL LINE A DISTANCE OF 282.53 FEET TO A POINT ON A LINE WHICH IS 610 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 AFORESAID; THENCE SOUTH ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 414.00 FEET TO A POINT ON A LINE WHICH IS 1,189.62 FEET SOUTH OF (MEASURED AT RIGHT ANGLES THERETO) AND PARALLEL WITH THE NORTH LINE OF LOT 1 AFORESAID; THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 80.00 FEET TO A POINT ON A LINE WHICH IS 690 FEET WEST OF (MEASURED AT RIGHT ANGLES THERETO) AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 AFORESAID; THENCE SOUTH ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 109.84 FEET TO A POINT ON THE SOUTH LINE OF LOT 3 AFORESAID; THENCE WEST ALONG SAID SOUTH LINE A DISTANCE OF 276.29 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; IN COOK COUNTY, ILLINOIS.

ALSO EXCEPT THAT PART TAKEN FOR ROADWAY AS IDOT PAREL ODY0001, PER COURT ORDER DATED DECEMBER 22, 2003.

ALSO EXCEPT:

THAT PART OF LOTS 5 AND 6 IN THE RESUBDIVISION THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY) ACCORDING TO THE PLAT THEREOF RECORDED MARCH 27, 1914 AS DOCUMENT NUMBER 5384395, DESCRIBED AS FOLLOWS:

COMMENCING ON THE SOUTHWESTERLY CORNER OF ILLINOIS DEPARTMENT OF TRANSPORTATION PARCEL ODY0001, IDOT JOB NO.:R-90-060-00, PER ORDER OF JUDGE ALEXANDER P. WHITE, DECEMBER 22, 2003, CIRCUIT COURT - 0241; THENCE NORTH 42 DEGREES 15 MINUTES 46 SECONDS EAST ALONG AN ASSUMED BEARING, BEING THE NORTHWESTERLY LINE OF SAID PARCEL ODY0001, A DISTANCE OF 44.78 FEET (MEASURED) TO THE NORTHERLY MOST CORNER OF SAID PARCEL ODY0001, SAID POINT ON A LINE LYING 332.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SOUTHEAST QUARTER (AS MEASURED AT RIGHT ANGLES); THENCE NORTH 01 DEGREES 42 MINUTES 45 SECONDS WEST ALONG THE LAST DESCRIBED PARALLEL LINE 1.86 FEET; THENCE SOUTH 50 DEGREES 40 MINUTES 50 SECONDS WEST 41.06 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE WESTERLY 6.52 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 41.50 FEET AND WHOSE CHORD BEARS SOUTH 84 DEGREES 49 MINUTES 43 SECONDS WEST 6.51 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 19 MINUTES 43 SECONDS WEST 7.16 FEET; THENCE NORTH 85 DEGREES 00 MINUTES 27 SECONDS WEST 121.59 FEET; THENCE SOUTH 89 DEGREES 19 MINUTES 43 SECONDS WEST 46.33 FEET; THENCE SOUTH 87 DEGREES 25 MINUTES 22 SECONDS WEST 1.12 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 25 MINUTES 22 SECONDS WEST 143.22 FEET; THENCE NORTH 20 DEGREES 51 DEGREES 20 SECONDS EAST 13.01 FEET; THENCE NORTH 00 DEGREES

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07 MINUTES 38 SECONDS WEST 58.07 FEET; THENCE NORTH 15 DEGREES 03 MINUTES 20 SECONDS EAST 56.27 FEET; THENCE NORTH 74 DEGREES 56 MINUTES 40 SECONDS WEST 225.50 FEET; THENCE SOUTH 15 DEGREES 03 MINUTES 20 SECONDS WEST 7.73 FEET; THENCE SOUTH 37 DEGREES 32 MINUTES 29 SECONDS WEST 110.80 FEET; THENCE SOUTH 18 DEGREES 19 MINUTES 17 SECONDS WEST 29.26 FEET; THENCE SOUTH 06 DEGREES 03 MINUTES 40 SECONDS EAST 71.42 FEET; THENCE SOUTH 71 DEGREES 01 MINUTES 02 SECONDS WEST 40.81 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 02 SECONDS WEST 53.84 FEET; THENCE NORTH 30 DEGREES 52 MINUTES 35 SECONDS EAST 20.69 FEET; THENCE NORTH 15 DEGREES 03 MINUTES 17 SECONDS EAST 83.14 FEET; THENCE NORTH 18 DEGREES 57 MINUTES 11 SECONDS EAST 53.94 FEET; THENCE NORTH 59 DEGREES 09 MINUTES 25 SECONDS EAST 34.97 FEET; THENCE NORTH 35 DEGREES 21 MINUTES 58 SECONDS EAST 25.56 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY 84.02 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 500.00 FEET AND WHOSE CHORD BEARS NORTH 30 DEGREES 33 MINUTES 08 SECONDS EAST 83.92 FEET; THENCE NORTH 74 DEGREES 56 MINUTES 20 SECONDS WEST NON-TANGENT TO THE LAST COURSE 302.72 FEET; THENCE SOUTH 15 DEGREES 01 MINUTES 18 SECONDS WEST 288.38 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHEASTERLY 53.24 FEET ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 126.17 FEET AND WHOSE CHORD BEARS SOUTH 16 DEGREES 25 MINUTES 02 SECONDS EAST 52.85 FEET THENCE SOUTH 45 DEGREES 25 MINUTES 14 SECONDS EAST NON-TANGENT TO THE LAST COURSE 24.21 FEET; THENCE SOUTH 86 DEGREES 19 MINUTES 22 SECONDS WEST 78.57 FEET TO A POINT ON THE WEST LINE OF SAID LOT 6, SAID POINT BEING 5.08 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 6 AS MEASURED ALONG SAID WEST LINE; THENCE NORTH 01 DEGREES 43 MINUTES 48 SECONDS WEST ALONG SAID WEST LINE 79.08 FEET TO A BEND POINT IN SAID WEST LINE; THENCE NORTH 15 DEGREES 03 MINUTES 20 SECONDS EAST ALONG SAID WEST LINE 786.22 FEET; THENCE SOUTH 74 DEGREES 56 MINUTES 27 SECONDS EAST 161.04 FEET; THENCE SOUTH 15 DEGREES 03 MINUTES 20 SECONDS WEST 2.64 FEET; THENCE SOUTH 74 DEGREES 53 MINUTES 17 SECONDS EAST 179.12 FEET; THENCE SOUTH 15 DEGREES 03 MINUTES 20 SECONDS WEST 6.13 FEET; THENCE SOUTH 74 DEGREES 55 MINUTES 26 SECONDS EAST 187.40 FEET; THENCE NORTH 15 DEGREES 03 MINUTES 20 SECONDS EAST 35.30 FEET; THENCE SOUTH 74 DEGREES 51 MINUTES 11 SECONDS EAST 141.68 FEET; THENCE SOUTH 15 DEGREES 03 MINUTES 20 SECONDS WEST 68.41 FEET; THENCE SOUTH 75 DEGREES 05 MINUTES 54 SECONDS EAST 99.74 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 13 SECONDS EAST 52.24 FEET TO A POINT ON THE WEST LINE OF SAID MARSHFIELD AVENUE; THENCE SOUTH 01 DEGREES 15 MINUTES 09 SECONDS WEST ALONG SAID WEST LINE 79.05 FEET; THENCE NORTH 74 DEGREES 55 MINUTES 06 SECONDS WEST 169.20 FEET; THENCE SOUTH 15 DEGREES 03 MINUTES 20 SECONDS WEST 126.51 FEET; THENCE SOUTH 75 DEGREES 02 MINUTES 36 SECONDS EAST 147.71 FEET; THENCE SOUTH 43 DEGREES 06 MINUTES 22 SECONDS EAST 36.49 FEET; THENCE NORTH 87 DEGREES 47 MINUTES 56 SECONDS EAST 30.56 FEET TO A POINT ON SAID WEST LINE OF SAID SOUTH MARSHFIELD AVENUE; THENCE SOUTH 01 DEGREES 42 MINUTES 45 SECONDS EAST ALONG SAID WEST LINE 164.53 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 25 SECONDS

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WEST 46.98 FEET; THENCE NORTH 74 DEGREES 56 MINUTES 40 SECONDS WEST 109.61 FEET; THENCE SOUTH 15 DEGREES 03 MINUTES 20 SECONDS WEST 18.50 FEET; THENCE NORTH 74 DEGREES 56 MINUTES 40 SECONDS WEST 39.06 FEET; THENCE SOUTH 15 DEGREES 03 MINUTES 48 SECONDS WEST 67.28 FEET; THENCE SOUTH 01 DEGREES 33 MINUTES 25 SECONDS EAST 123.34 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPT:

THAT PART OF LOTS 4 AND 5 IN THE RESUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE RIGHT OF WAY OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF LOT 1, IN SAID RESUBDIVISION, WHICH IS 307 FEET WEST OF THE NORTHEAST CORNER THEREOF (MEASURED ALONG SAID NORTH LINE); THENCE SOUTH 88 DEGREES 03 MINUTES 42 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 1, 226.66 FEET MORE OR LESS TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID RAILROAD COMPANY; THENCE SOUTH 15 DEGREES 03 MINUTES 20 SECONDS WEST, ALONG SAID SOUTHWESTERLY LINE, 1488.29 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 74 DEGREES 49 MINUTES 59 SECONDS EAST, 147.77 FEET;
 THENCE SOUTH 15 DEGREES 03 MINUTES 20 SECONDS WEST, 10.58 FEET;
 THENCE SOUTH 74 DEGREES 56 MINUTES 40 SECONDS EAST, 513.48 FEET;
 THENCE SOUTH 15 DEGREES 03 MINUTES 20 SECONDS WEST, 64.03 FEET;
 THENCE SOUTH 74 DEGREES 58 MINUTES 15 SECONDS EAST, 8.00 FEET;
 THENCE SOUTH 15 DEGREES 03 MINUTES 20 SECONDS WEST, 241.85 FEET;
 THENCE NORTH 74 DEGREES 51 MINUTES 11 SECONDS WEST, 141.68 FEET;
 THENCE SOUTH 15 DEGREES 03 MINUTES 20 SECONDS WEST, 35.30 FEET;
 THENCE NORTH 74 DEGREES 55 MINUTES 26 SECONDS WEST, 187.40 FEET;
 THENCE NORTH 15 DEGREES 03 MINUTES 20 SECONDS EAST, 6.13 FEET;
 THENCE NORTH 74 DEGREES 53 MINUTES 17 SECONDS WEST, 179.12 FEET;
 THENCE NORTH 15 DEGREES 03 MINUTES 20 SECONDS EAST, 2.64 FEET;
 THENCE NORTH 74 DEGREES 56 MINUTES 27 SECONDS WEST, 161.04 FEET;
 TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID RAILROAD COMPANY; THENCE NORTH 15 DEGREES 03 MINUTES 20 SECONDS EAST, ALONG SAID SOUTHWESTERLY LINE, 342.78 FEET TO THE POINT OF BEGINNING,

ALL IN COOK COUNTY, ILLINOIS.

*PINS: 25-19-417-017-0000; 25-19-417-018-0000;
 25-19-417-019-0000; 25-19-417-020-0000;
 25-19-417-021-0000; 25-19-417-022-0000;
 25-19-417-023-0000; 25-19-417-024-0000.*

Address: West 119th St., Marshfield Ave, W. 115th St.

[EXHIBIT B, PAGE 5]

Paul R. Lee, IL60068