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Doc#: 2100855371 Fee: \$98.00

Karen A. Yarbrough

Cook County Clerk

First Amendment to Declaration of Easements Date: 01/08/2021 03:41 PM Pg: 1 of 12

THIS FIRST AMENDMENT TO DECLARATION OF EASEMENTS (this "Amendment") is made as of the 19<sup>th</sup> day of November, 2020 ("Effective Date"), by and between NP Avenue O, LLC, a Missouri limited liability company ("Grantor"), and South Chicago Property Management Company, Ltd., an Ohio limited liability company ("Grantee").

## RECITALS:

- A. Grantor is the owner of certain real property located in the City of Chicago, County of Cook and State of Illinois as further described on Exhibit A attached hereto and made a part hereof ("Grantor's Parcel").
- B. Grantee is the owner of certain real property located in the City of Chicago, County of Cook and State of Illinois as further described on Exhibit B attached hereto and made a part hereof ("Grantee's Parcel").
- C. Republic Technologies International, LLC ("Republic"), predecessor-in-interest to Grantor and Grantee, executed and recorded that certain Declaration of Easements dated as of July 10, 2000, and recorded July 18, 2000 with the Cook County Recorder as Document 00536969 (the "Original Agreement") in connection with the transfer of a portion of the property owned by Republic to Harris Bank Palatine as Trustee under Trust Agreement dated June 15, 2000 and known as Trust No. 7184, as designated by L. B. Anderson Construction Inc.
- D. Grantor and Grantee desire to amend the Original Agreement as herein provided.

## AGREEMENTS:

1. Electrical Power. For the purposes and upon the terms and conditions hereinafter set forth, Grantor does hereby grant to Grantee, for use by Grantee and its tenants, subtenants, licensees, agents, consultants, contractors, subcontractors, successors and assigns, which may include, without limitation, utility providers (collectively, the "Permittees"), the following perpetual easement (the "Electric Easement"): a non-exclusive easement in, on, over, across, under, and through the portions of the Grantor's Parcel depicted on Exhibit C and described on Exhibit D, each attached hereto and made a part hereof (the "Electric Easement Area"), for purposes of constructing, installing, maintaining, repairing, replacing, using, operating, and removing electric transmission lines, the Retained Substation (as defined in the Original Agreement) and related facilities and improvements, including, without limitation, towers, poles, guys, anchors, wires, cables, conduits and supports (the "Electric Facilities"). The Electric Easement granted herein shall be in addition to, and not in limitation of, the easements granted in Section 2 of the Original Agreement and in addition to, and not in limitation of any easements granted by Grantor directly to a utility provider and that may benefit Grantee and/or the Grantee's Parcel, shall be deemed to be a covenant running with the land described in Exhibit A and Exhibit B and shall inure to the benefit of Grantee, its successors and assigns, and shall be binding upon Grantor, its successor and assigns. Nothing in the Original Agreement or this Amendment shall be construed so as to

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restrict Grantor from grading, re-grading, and placing additional utilities within the Electric Easement Area, subject to Grantee's rights with respect thereto; provided, however, Grantor shall make no such modifications within the portion of the Electric Easement Area utilized or to be utilized for the Retained Substation which is depicted as the cross-hatched area on Exhibit C and described on Exhibit D.

Notwithstanding anything to the contrary contained in the Original Agreement, Grantor may relocate the electric lines comprising a part of the Electric Facilities provided that such relocation is at Grantor's sole cost and expense and does not materially impair Grantee's access to or use of the Electric Facilities, the Electric Easement or Grantee's rights hereunder, and provided that plans and specifications therefor are approved in advance by Grantee, which approval shall not be unreasonably withheld.

2. Nitrogen. Grantor and Grantee acknowledge and agree that the nitrogen line easements set forth in Section 3 of the Original Agreement were vacated prior to the Effective Date and are of no further force or effect.

3. Water Pump House and Water Lines. Grantor and Grantee acknowledge and agree that the easements described in Section 4 of the Original Agreement and depicted and described on Schedules D-1 and D-2 attached thereto inure to the benefit of Grantee and the Permittees and include the right to construct, install, maintain, repair, replace, use, operate, and remove electric transmission lines and related facilities and improvements, in addition to the right to construct, install, maintain, repair, replace, use, operate, and remove the Water Pump House (sometimes described as the "Substation" in the Original Agreement and schedules attached thereto) and water lines and related facilities and improvements (the "Additional Water and Utility Easements"), and, for purposes of clarity, shall include the utilities and related facilities existing as of the Effective Date and running over and across that certain overhead structure near the Water Pump House. The Additional Water and Utility Easements granted herein shall be in addition to, and not in limitation of, the easements granted in Section 4 of the Original Agreement, and shall be deemed to be a covenant running with the land described in Exhibit A and Exhibit B and shall inure to the benefit of Grantee, its successors and assigns, and shall be binding upon Grantor, its successor and assigns. Grantor may relocate the Water Pump House and the Additional Water and Utility Easements provided that such relocation is at Grantor's sole cost and expense and does not materially impair Grantee's access to or use of the Water Pump House or the Additional Water and Utility Easements or Grantee's rights hereunder, and provided that plans and specifications therefor are approved in advance by Grantee, which approval shall not be unreasonably withheld.

4. Governing Law; Severability. This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois. In the event that any one or more of the provisions contained herein shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidation, illegality, or unenforceability shall not affect the other provisions of this Amendment, but this Amendment shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

5. Modifications. This Amendment contains the entire agreement of the parties. There are no oral representations, warranties, or other statements whatsoever except as expressed herein. The provisions of this Amendment may be modified, terminated, or amended in whole or in part only with the written consent of both parties. In the event of any conflict or inconsistency between this

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Amendment and the Original Agreement, the terms of this Amendment shall control to the extent of such conflict or inconsistency.

6. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Notices.** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (i) in person, (ii) by certified U.S. mail, postage prepaid, return receipt requested, or (iii) by a commercial overnight courier that provides a receipt, and shall be addressed as follows:

To Grantor: NP Avenue O, LLC  
4825 NW 41<sup>st</sup> Street, Suite 500  
Riverside, MO 64150  
Attention: General Counsel

With a copy to: NorthPoint Development  
3510 Highland Parkway, Suite 440  
Downers Grove, IL 60515  
Attention: Christina Hubacek

To Grantee: South Chicago Property Management Company, Ltd.  
4550 Darrow Road  
Stow, Ohio 44124  
Attention: Steven C. Joseph

With a copy to: South Chicago Property Management Company, Ltd.  
11600 South Burley Avenue  
Chicago, Illinois 60617  
Attention: Hal C. Tolin

And a copy to: Sonkin & Koberna, LLC  
3401 Enterprise Parkway, Suite 400  
Beachwood, OH 44122  
Attention: Rick D. Sonkin, Esq. and Lori M. Ambriola, Esq.

Either party hereto may change the name and address of the designees to which notice shall be sent by giving notice of such change to the other party hereto as hereinbefore provided. Any notice given as herein provided will be effective on delivery or on the date delivery is refused.

8. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. **Authority.** Grantor represents to Grantee that (a) Grantor is the true and lawful owner in fee simple of the Grantor's Parcel and has the right and full power to grant the easements and rights

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herein granted, and (b) the individual executing this Amendment on behalf of Grantor has full right, title, power and authority to enter into this Amendment on behalf of Grantor, that no additional consents or approvals are required by Grantor, and that upon such execution, this Amendment will constitute the binding agreement of Grantor. Grantee represents to Grantor that the individual executing this Amendment on behalf of Grantee has full right, title, power, and authority to enter into this Amendment on behalf of Grantee, that no additional consents or approvals are required, and that upon such execution, this Amendment will constitute the binding agreement of Grantee.

10. No Dedication. Nothing contained in this Amendment shall be deemed to constitute a gift, grant, or dedication of any portion of Grantor's Parcel to the general public or for any public purpose whatsoever, it being the intention of Grantor and Grantee that this Amendment will be limited to the private use of Grantee and the Permittees.

11. Further Assurances. Each of Grantor and Grantee shall execute and deliver such other or further documents or instruments, and shall take or cause to be taken such other or further action, as the other party may reasonably request at any time or from time to time in order to give full effect to the Easement herein granted and the rights of Grantee hereunder, and to effectuate, in any other manner, the terms and conditions of this Amendment.

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IN WITNESS WHEREOF, Grantee and Grantor have executed this Amendment as of the date first above written.

**GRANTOR: NP Avenue O, LLC,**  
a Missouri limited liability company

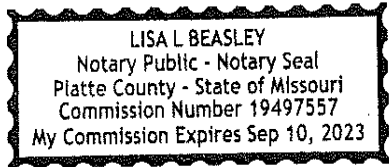
By: NPD Management, LLC, a Missouri limited liability company, its Manager

By: \_\_\_\_\_  
Nathaniel Hagedorn, Manager

STATE OF MISSOURI        )  
  ) ss.  
COUNTY OF PLATTE        )

BE IT REMEMBERED, that on this 19<sup>th</sup> day of November, 2020, before me, the undersigned, a Notary Public in and for said County and State aforesaid, came Nathaniel Hagedorn, Manager of NPD Management, LLC, a Missouri limited liability company, who is personally known to me to be such Manager, and who is personally known to me to be the same person who executed, as such Manager, the within instrument on behalf of the limited liability company, and Nathaniel Hagedorn duly acknowledged the execution of the same to be the act and deed of the limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



\_\_\_\_\_  
Notary Public in and for Said County and State

My Commission Expires: 9-10-23

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**GRANTEE: SOUTH CHICAGO PROPERTY MANAGEMENT COMPANY, LTD., an Ohio limited liability company**

By: \_\_\_\_\_

Print name: Steven C. Joseph

Title: Manager

STATE OF OHIO )  
 )  
COUNTY OF Summit )

SS:

The foregoing instrument was acknowledged before me this 19 day of November, 2020 by Steven C. Joseph, Manager, on behalf of South Chicago Property Management Company, Ltd., an Ohio limited liability company.

Mandy Lunceford  
\_\_\_\_\_  
Notary Public



MANDY LUNCEFORD  
NOTARY PUBLIC - OHIO  
MY COMMISSION EXPIRES 8/1/23  
NO. 2013 - RE - 463834

This instrument prepared by, and return to:

Sonkin & Koberna, LLC  
3401 Enterprise Parkway, Suite 400  
Beachwood, Ohio 44122  
Attention: Lori M. Ambricola, Esq.



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## Exhibit A

### Grantor's Parcel

#### Legal Description:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 19 AND PART OF THE NORTHEAST QUARTER OF SECTION 30, ALL IN TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:

**BEGINNING** AT THE INTERSECTION OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30 WITH THE WESTERN RIGHT OF WAY LINE OF AVENUE O, SAID RIGHT OF WAY RECORDED PER DOCUMENT NUMBER 10690326 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID POINT LYING 50 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE SOUTH 00 DEGREES 48 MINUTES 24 SECONDS EAST (BASIS OF BEARINGS – ILLINOIS STATE PLANE COORDINATES EAST ZONE (NAD83)) ALONG SAID WESTERN RIGHT OF WAY LINE OF AVENUE O, SAID LINE BEING PARALLEL WITH AND 50 FEET WESTERLY OF THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 341.52 FEET TO THE NORTHEASTERN CORNER OF LOT 9 IN CHICAGO MANUFACTURING CAMPUS SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 12, 2003, AS DOCUMENT NUMBER 0322410112 IN THE OFFICE OF THE COOK COUNTY RECORDER (THE FOLLOWING THREE (3) COURSES ARE ALONG THE BOUNDARY OF SAID CHICAGO MANUFACTURING CAMPUS SUBDIVISION PLAT); (1) THENCE SOUTH 89 DEGREES 09 MINUTES 10 SECONDS WEST 182.49 FEET; (2) THENCE SOUTH 00 DEGREES 50 MINUTES 50 SECONDS EAST 538.11 FEET; (3) THENCE NORTH 89 DEGREES 58 MINUTES 03 SECONDS WEST 816.85 FEET; THENCE NORTH 04 DEGREES 20 MINUTES 19 SECONDS EAST 24.82 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE SOUTHWEST, SAID POINT OF CURVATURE LYING SOUTH 85 DEGREES 39 MINUTES 41 SECONDS EAST 540.00 FEET FROM THE RADIUS POINT OF SAID CURVE; THENCE NORTHERLY AND NORTHWESTERLY ALONG SAID CURVE TO THE LEFT A DISTANCE OF 370.92 FEET TO ITS POINT OF TANGENCY, SAID POINT OF TANGENCY LYING NORTH 54 DEGREES 59 MINUTES 00 SECONDS EAST 540.00 FEET FROM THE RADIUS POINT OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 15 DEGREES 20 MINUTES 21 SECONDS WEST 363.67 FEET; THENCE NORTH 35 DEGREES 01 MINUTES 00 SECONDS WEST 69.50 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE NORTHEAST, SAID POINT OF CURVATURE LYING SOUTH 54 DEGREES 59 MINUTES 00 SECONDS WEST 425.00 FEET FROM THE RADIUS POINT OF SAID CURVE; THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 278.62 FEET TO A POINT OF REVERSE CURVE, SAID POINT OF REVERSE CURVE LYING NORTH 87 DEGREES 27 MINUTES 18 SECONDS WEST 425.00 FEET FROM THE RADIUS POINT OF SAID FIRST CURVE, SAID FIRST CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 16 DEGREES 14 MINUTES 09 SECONDS WEST 273.66 FEET, SAID POINT ALSO LYING SOUTH 88 DEGREES 56 MINUTES 18 SECONDS EAST 2,040.08 FEET FROM THE RADIUS POINT OF THE SECOND CURVE BEING CONCAVE TO THE WEST; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT A DISTANCE OF 3.92 FEET TO ITS INTERSECTION WITH A LINE LYING 183 FEET SOUTH OF (MEASURED

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PERPENDICULAR TO) THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 03 DEGREES 00 MINUTES 24 SECONDS EAST 3.92 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 16 SECONDS EAST ALONG A LINE PARALLEL WITH AND 183 FEET SOUTHERLY OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30 A DISTANCE OF 186.86 FEET TO A POINT ON THE EAST LINE OF THE WEST 247 FEET OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE NORTH 00 DEGREES 31 MINUTES 41 SECONDS WEST ALONG SAID EAST LINE OF THE WEST 247 FEET OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 150.01 FEET TO A POINT LYING 33 FEET SOUTH OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE NORTH 89 DEGREES 59 MINUTES 16 SECONDS WEST ALONG A LINE PARALLEL WITH AND 33 FEET SOUTHERLY OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30 A DISTANCE OF 183.26 FEET TO A POINT ON THE EASTERN LINE OF THE 80 FOOT WIDE DEDICATION FOR BURLEY AVENUE RECORDED AS DOCUMENT NUMBER 6342629 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID POINT BEING ON A NON-TANGENT CURVE BEING CONCAVE TO THE WEST; THENCE NORTHERLY ALONG THE EASTERN LINE OF SAID BURLEY AVENUE AND ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 2,040.08 FEET AND AN ARC DISTANCE OF 1.27 FEET TO ITS POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 01 DEGREES 25 MINUTES 08 SECONDS WEST 1.27 FEET; THENCE CONTINUING ALONG THE EASTERN LINE OF SAID BURLEY AVENUE NORTH 01 DEGREES 26 MINUTES 12 SECONDS WEST 31.74 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, SAID POINT ALSO BEING THE SOUTHEASTERN CORNER OF THE 14 FOOT DEDICATION STRIP FOR BURLEY AVENUE AS RECORDED PER DOCUMENT NUMBER 6342630 IN THE OFFICE OF THE COOK COUNTY RECORDER; THENCE CONTINUING NORTH 01 DEGREES 26 MINUTES 12 SECONDS WEST ALONG THE EASTERN LINE OF SAID BURLEY AVENUE 178.40 FEET; THENCE NORTH 43 DEGREES 55 MINUTES 57 SECONDS EAST 98.36 FEET; THENCE NORTH 89 DEGREES 18 MINUTES 05 SECONDS EAST 132.70 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE SOUTH, SAID POINT OF CURVATURE LYING NORTH 00 DEGREES 41 MINUTES 55 SECONDS WEST 417.00 FEET FROM THE RADIUS POINT OF SAID CURVE; THENCE EASTERLY ALONG SAID CURVE TO THE RIGHT 129.85 FEET TO ITS POINT OF TANGENCY, SAID POINT LYING NORTH 17 DEGREES 08 MINUTES 32 SECONDS EAST 417.00 FEET FROM THE RADIUS POINT OF SAID CURVE, SAID CURVE SUBTENDED BY A CHORD BEARING OF SOUTH 34 DEGREES 46 MINUTES 41 SECONDS EAST 129.32 FEET; THENCE SOUTH 72 DEGREES 51 MINUTES 28 SECONDS EAST 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE NORTH, SAID POINT OF CURVATURE LYING SOUTH 17 DEGREES 08 MINUTES 32 SECONDS WEST 483.00 FEET FROM THE RADIUS POINT OF SAID CURVE; THENCE EASTERLY ALONG SAID CURVE TO THE LEFT 145.49 FEET TO ITS POINT OF TANGENCY, SAID POINT OF TANGENCY LYING SOUTH 00 DEGREES 06 MINUTES 58 SECONDS EAST 483.00 FEET FROM THE RADIUS POINT OF SAID CURVE, SAID CURVE SUBTENDED BY A CHORD BEARING OF SOUTH 81 DEGREES 29 MINUTES 13 SECONDS EAST 144.94 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 02 SECONDS EAST 559.65 FEET; THENCE SOUTH 45 DEGREES 28 MINUTES 42 SECONDS EAST 99.62 FEET TO A POINT ON THE AFORESAID WESTERN RIGHT OF WAY LINE OF AVENUE O; THENCE SOUTH 00 DEGREES 50 MINUTES 26 SECONDS EAST ALONG SAID WESTERN RIGHT OF WAY LINE 112.92 FEET TO THE **POINT OF BEGINNING**, IN COOK COUNTY, ILLINOIS, CONTAINING 25.076 ACRES MORE OR LESS.



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## Exhibit B

### Grantee's Parcel

#### Legal Description:

#### Parcel 1:

THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY CHANNEL LINE OF THE CALUMET RIVER, AS ESTABLISHED BY SURVEY OF THE UNITED STATES ENGINEER'S OFFICE WAR DEPARTMENT (AS SHOWN ON SHEET NO. 6 DATED MARCH 1939 AND SHEET NO. 7 DATED MARCH 1938) TITLED "CONTROL SURVEY CALUMET RIVER", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 38 MINUTES 23 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 19 (BASIS OF BEARINGS) 1508.48 FEET; THENCE SOUTH 00 DEGREES 43 MINUTES 42 SECONDS EAST 244.82 FEET ALONG A LINE 40 FEET WESTERLY FROM, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE WEST RIGHT-OF-WAY LINE OF CONRAIL (FORMERLY THE SOUTH CHICAGO AND SOUTHERN RAILROAD) TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 43 MINUTES 42 SECONDS EAST 1038.20 FEET ALONG SAID LINE 40 FEET WESTERLY FROM, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE PREVIOUSLY MENTIONED WEST RIGHT-OF-WAY LINE OF CONRAIL; THENCE SOUTH 89 DEGREES 38 MINUTES 23 SECONDS WEST 287.71 FEET ALONG THE NORTHERLY LINE OF REPUBLIC ENGINEERED STEELS, INC.; THENCE SOUTH 59 DEGREES 48 MINUTES 04 SECONDS WEST 1584.98 FEET ALONG THE NORTHWESTERLY LINE OF REPUBLIC ENGINEERED STEELS, INC.; THENCE NORTH 07 DEGREES 51 MINUTES 15 SECONDS WEST 641.95 FEET ALONG THE EASTERLY CHANNEL LINE OF THE CALUMET RIVER; THENCE NORTH 01 DEGREE 06 MINUTE 41 SECONDS EAST 569.35 FEET ALONG SAID EASTERLY CHANNEL LINE; THENCE NORTH 58 DEGREES 41 MINUTES 01 SECOND EAST 740.33 FEET; THENCE NORTH 13 DEGREES 32 MINUTES 22 SECONDS WEST 124.01 FEET; THENCE NORTH 61 DEGREES 50 MINUTES 14 SECONDS EAST 613.80 FEET; THENCE SOUTH 77 DEGREES 54 SECONDS 07 MINUTES EAST 165.39 FEET; THENCE SOUTH 24 DEGREES 08 MINUTES 50 SECONDS EAST 297.07 FEET; THENCE NORTH 63 DEGREES 56 MINUTES 50 SECONDS EAST 326.13 FEET TO THE POINT OF BEGINNING, CONTAINING 48.778 ACRES, MORE OR LESS, ALL IN COOK COUNTY, ILLINOIS.

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Parcel 2:

THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY CHANNEL LINE OF THE CALUMET RIVER, AS ESTABLISHED BY SURVEY OF THE UNITED STATES ENGINEER'S OFFICE, WAR DEPARTMENT (AS SHOWN ON SHEET NUMBER 6 DATED MARCH 1939 AND SHEET NUMBER 7 DATED MARCH 1938) TITLED CONTROL SURVEY CALUMET RIVER AND THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE AFORESAID EASTERLY CHANNEL LINE OF SAID CALUMET RIVER, BOUNDED AND DESCRIBED AS FOLLOWS:

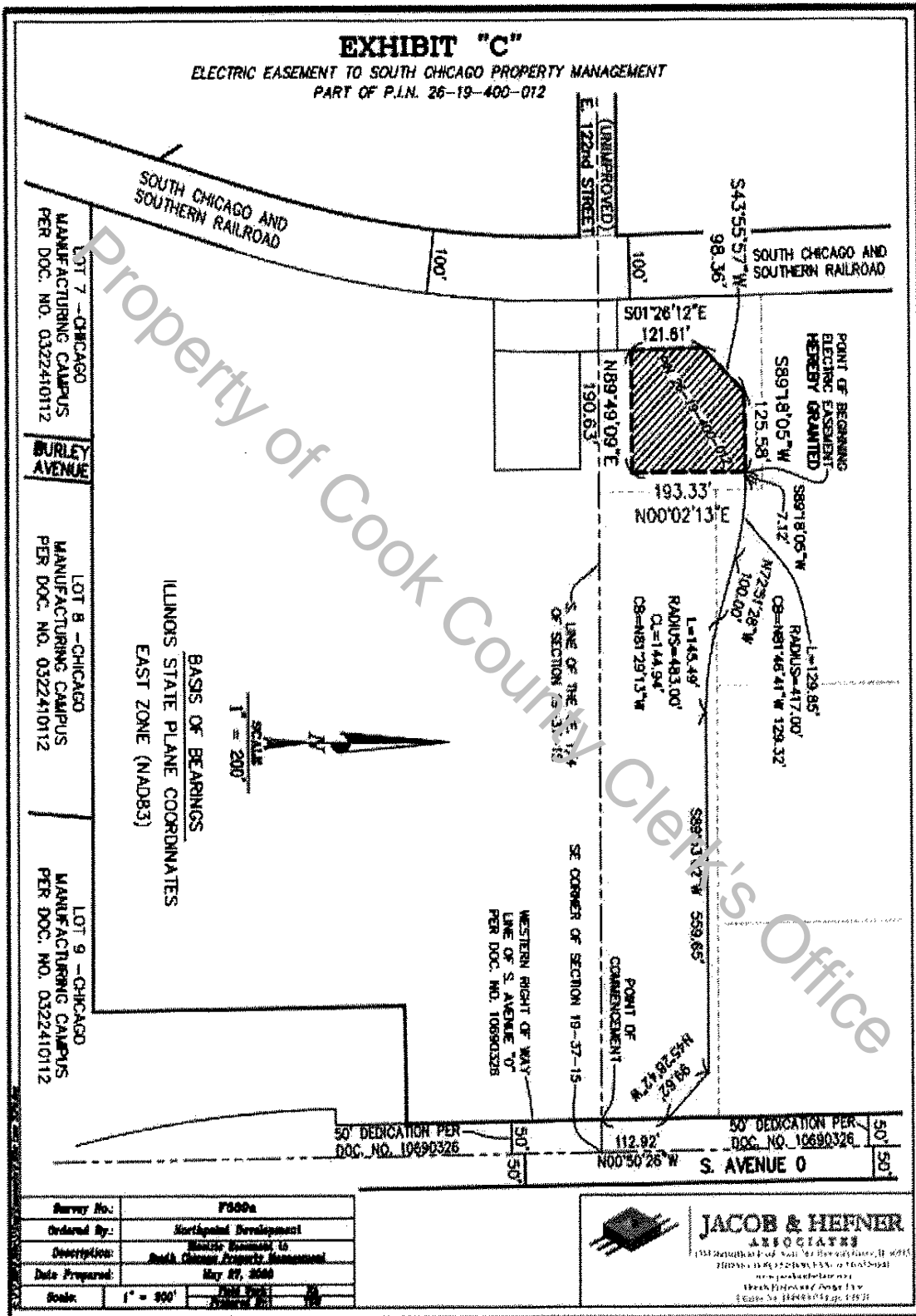
COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF EAST 111TH STREET (NOW VACATED) AND THE WEST LINE OF SOUTH BURLEY AVENUE; THENCE SOUTH 00 DEGREES 23 MINUTES 09 SECONDS WEST ON THE WEST LINE OF SOUTH BURLEY AVENUE, 1952.08 FEET TO A POINT 33 FEET NORTH OF THE SOUTH LINE OF SECTION 18; THENCE SOUTH 00 DEGREES 23 MINUTES 40 SECONDS WEST, 1309.13 FEET TO A MONUMENT; THENCE SOUTH 60 DEGREES 55 MINUTES 26 SECONDS WEST, A DISTANCE OF 133.70 FEET TO A POINT, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF THE 116.40 FOOT WIDE RIGHT OF WAY OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD; THENCE NORTH 00 DEGREES 23 MINUTES 40 SECONDS EAST ON THE WEST LINE OF SAID RAILROAD, 17.23 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 60 DEGREES 55 MINUTES 26 SECONDS WEST, 1743.09 FEET; THENCE SOUTH 85 DEGREES 03 MINUTES 18 SECONDS WEST, 173.49 FEET TO A POINT ON THE EASTERLY CHANNEL LINE OF THE CALUMET RIVER, ESTABLISHED AS AFORESAID; THENCE NORTH 6 DEGREES 43 MINUTES 53 SECONDS WEST, 139.55 FEET; THENCE NORTH 60 DEGREES 55 MINUTES 26 SECONDS EAST, 1584.98 FEET TO A POINT ON A LINE 1283.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 19; THENCE SOUTH 89 DEGREES 14 MINUTES 15 SECONDS EAST ON THE LAST DESCRIBED LINE 327.70 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID RAILROAD; THENCE SOUTH 00 DEGREES 23 MINUTES 40 SECONDS WEST ON THE WEST LINE OF SAID RAILROAD 42.44 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

Address: Generally known as 11600 S. Burley Avenue, Chicago, IL 60617

Permanent Tax #s: 26-19-102-020-0000, 26-19-102-021-0000, 26-19-200-023-0000, 26-19-201-018-0000, and 26-19-102-016-0000

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Exhibit C



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## EXHIBIT "D"

### ELECTRIC EASEMENT TO SOUTH CHICAGO PROPERTY MANAGEMENT

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19 WITH THE WESTERN RIGHT OF WAY LINE OF S. AVENUE O, SAID RIGHT OF WAY RECORDED JUNE 25, 1930, PER DOCUMENT NUMBER 10690326 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID POINT LYING 50 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE NORTH 00 DEGREES 50 MINUTES 26 SECONDS WEST (BASIS OF BEARINGS – ILLINOIS STATE PLANE COORDINATES EAST ZONE (NAD83)) ALONG SAID WESTERN RIGHT OF WAY LINE OF S. AVENUE O, SAID LINE BEING PARALLEL WITH AND 50 FEET WESTERLY OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 112.92 FEET; THENCE NORTH 45 DEGREES 28 MINUTES 42 SECONDS WEST 99.62 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 02 SECONDS WEST 559.65 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE NORTH; THENCE WESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 483.00 FEET AND AN ARC DISTANCE OF 145.49 FEET TO ITS POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 81 DEGREES 29 MINUTES 13 SECONDS WEST 144.94 FEET; THENCE NORTH 72 DEGREES 51 MINUTES 28 SECONDS WEST 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE SOUTH; THENCE WESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 417.00 FEET AND AN ARC DISTANCE OF 129.85 FEET TO ITS POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 81 DEGREES 46 MINUTES 41 SECONDS WEST 129.32 FEET; THENCE SOUTH 89 DEGREES 18 MINUTES 05 SECONDS WEST 7.12 FEET TO THE **POINT OF BEGINNING** OF THIS EASEMENT DESCRIPTION; THENCE CONTINUING SOUTH 89 DEGREES 18 MINUTES 05 SECONDS WEST 125.58 FEET; THENCE SOUTH 43 DEGREES 55 MINUTES 57 SECONDS WEST 98.36 FEET; THENCE SOUTH 01 DEGREES 26 MINUTES 12 SECONDS EAST 121.61 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 09 SECONDS EAST 190.63 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 13 SECONDS EAST 193.33 FEET TO THE **POINT OF BEGINNING**, CONTAINING 2.757 ACRES, MORE OR LESS.