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This Instrument Prepared By:

John J. Lawlor, Esq.
Dentons US LLP
233 S. Wacker Drive, Suite 5900
Chicago, Illinois 60606

After Recording Return To:

Donald R. DeLuca, Esq.
R.L.R. Investments, L.L.C.
7290 College Parkway, Suite 400
Fort Myers, Florida 33907

Send Subsequent Tax Bills to:

R.L.R. Investments, L.L.C.
600 Gillam Road, PO Box 271
Wilmington, Ohio 45117
Attn: Corporate Legal Dept.



Doc# 2113322017 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 05/13/2021 10:01 AM PG: 1 OF 12

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CC# 1906348 ADD
UK (1)

SPECIAL WARRANTY DEED

THIS DEED is made as of January 27th, 2021, between **THE PEOPLES GAS LIGHT AND COKE COMPANY**, an Illinois corporation ("Grantor"), the post office address of which is 200 E. Randolph Street, Chicago, Illinois 60601, and **R.L.R. INVESTMENTS, L.L.C.**, an Ohio limited liability company ("Grantee"), the post office address of which is 600 Gillam Road, Wilmington, OH 45177.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, by Grantee, the receipt of which is hereby acknowledged, by these presents does REMISE, RELEASE, ALIENATE AND CONVEY unto the Grantee, FOREVER, all the following described real estate, situated in the County of Cook and State of Illinois, known and described in Exhibit A attached hereto and made a part hereof (the "Premises"), together with all improvements and fixtures located thereon and owned by Grantor as of the date hereof and any rights, privileges, easements and appurtenances pertaining thereto.

TO HAVE AND TO HOLD the said Premises as described on Exhibit A, with the appurtenances unto the Grantee its heirs and assigns, forever.


And Grantor, for itself and its successors, does covenant, promise and agree to and with Grantee and its successors that it has not done or suffered to be done, anything whereby the said Premises hereby granted are, or may be, in any manner encumbered or charged, except as herein

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recited; and that it WILL WARRANT AND DEFEND, said Premises against all persons lawfully claiming, or to claim the same, by, through or under Grantor, subject only to those matters listed on Exhibit B attached hereto and made a part hereof, but not otherwise, it being acknowledged that Grantor makes no other warranty or covenant in this special warranty deed other than such special warranty of title to the Premises conveyed hereby.

Section 3(a) of that certain Real Estate Sale Agreement between The Peoples Gas Light and Coke Company, as Seller, and R.L.R. Investments, L.L.C., as Purchaser, contains covenants and agreements attached hereto as Exhibit C which are also covenants and agreements which run with the land and which bind grantees of title to the Premises and its and their successors and assigns, for the benefit of The Peoples Gas Light and Coke Company, Peoples Indemnified Parties as defined in Exhibit C, and its and their successors and assigns. Grantee, by accepting this Special Warranty Deed, accepts title subject to the aforesaid covenants and agreements of RLR as set forth on Exhibit C and agrees to be bound to the same contractually and as covenants which run with the land and further agrees to insert the provisions of this paragraph into deeds to its successors in interest contractually and as covenants running with the land binding future grantees contractually and as successors in title.

[SIGNATURE(S) ON THE FOLLOWING PAGE]

REAL ESTATE TRANSFER TAX /		28-Jan-2021
	CHICAGO:	117,705.00
	CTA:	47,082.00
	TOTAL:	164,787.00 *
16-34-400-024-0000 20210101605773 2-115-094-544		

* Total does not include any applicable penalty or interest due.

REAL ESTATE TRANSFER TAX		28-Jan-2021
	COUNTY:	7,847.00
	ILLINOIS:	15,694.00
	TOTAL:	23,541.00
16-34-400-024-0000 20210101605773 1-346-708-496		

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EXHIBIT A LEGAL DESCRIPTION

PARCEL 1:

A TRACT OF LAND CONSISTING OF PART OF LOT 1 IN COUNTY CLERK'S DIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34, TOGETHER WITH PARTS OF LOTS 5 AND 7 IN COUNTY CLERK'S DIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF SAID SECTION 34, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING ON A LINE WHICH IS 1430 FEET WEST FROM AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 34, AT A POINT THEREON WHICH IS 861.97 FEET SOUTH FROM THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE S88°39'50"W 234.19 FEET ALONG A LINE PARALLEL WITH THE EAST AND WEST CENTERLINE OF SAID SECTION 34; THENCE N01°19'45"W 319.00 FEET ALONG A LINE PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 34; THENCE S88°39'50"W 396.00 FEET ALONG A LINE PARALLEL WITH SAID EAST AND WEST CENTERLINE OF SECTION 34; THENCE N01°19'45"W 114.29 FEET ALONG A LINE PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 34; THENCE S88°39'50"W 976.20 FEET ALONG A LINE 428.68 FEET SOUTH OF AND PARALLEL WITH SAID EAST AND WEST CENTERLINE OF SECTION 34; THENCE N01°19'45"W 136.79 FEET ALONG THE EAST LINE OF AN EASEMENT FOR INGRESS AND EGRESS AS CREATED BY GRANT FROM FIRST AMERICAN REALTY COMPANY, A CORPORATION OF DELAWARE, DATED JANUARY 26, 1967 AND RECORDED JANUARY 30, 1967 AS DOCUMENT NUMBER 20053110, SAID EAST LINE BEING PARALLEL WITH SAID EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 34; THENCE N88°39'50"E 1606.39 FEET ALONG A LINE BEING 291.39 FEET SOUTH OF AND PARALLEL WITH SAID EAST AND WEST CENTERLINE OF SECTION 34 TO ITS INTERSECTION WITH SAID LINE WHICH IS 1430 FEET WEST FROM AND PARALLEL WITH SAID EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 34; THENCE S01°19'45"E 570.08 FEET ALONG THE LAST DESCRIBED PARALLEL LINE TO THE POINT OF BEGINNING.

PARCEL 2:

A TRACT OF LAND CONSISTING OF PART OF LOT 1 IN COUNTY CLERK'S DIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID TRACT OF LAND DESCRIBED AS FOLLOWS:

COMMENCING ON A LINE WHICH IS 1430 FEET WEST FROM AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 34, AT A POINT THEREON WHICH IS 861.97 FEET SOUTH FROM THE NORTH LINE OF SAID SOUTHEAST 1/4, THENCE WEST, ALONG A LINE PARALLEL WITH THE EAST AND WEST CENTER LINE OF SAID SECTION 34, A DISTANCE OF 630.00 FEET, TO THE POINT OF BEGINNING OF THE LAND HEREON DESCRIBED; THENCE, NORTH, ALONG A LINE WHICH IS PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE

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OF 433.29 FEET; THENCE WEST, ALONG A LINE PARALLEL WITH SAID EAST AND WEST CENTER LINE OF SECTION 34, A DISTANCE OF 556.70 FEET, TO A LINE 33 FEET EAST OF AND PARALLEL WITH THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 34; THENCE SOUTH, ALONG SAID LINE 33 FEET EAST OF AND PARALLEL WITH THE NORTH AND SOUTH CENTER LINE, A DISTANCE OF 433.29 FEET; THENCE EAST, ALONG A LINE PARALLEL WITH SAID EAST AND WEST CENTER LINE, A DISTANCE OF 557.11 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A PARCEL OF LAND CONSISTING OF A PART OF LOT 1 IN COUNTY CLERK DIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34 TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING ON A LINE WHICH IS 1430 FEET WEST FROM AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 34 AT A POINT THEREON WHICH IS 891.97 FEET SOUTH FROM THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE RUNNING WEST ALONG A LINE PARALLEL WITH SAID NORTH LINE OF THE SOUTHEAST 1/4, A DISTANCE OF 606.94 FEET TO THE POINT OF BEGINNING; THENCE SOUTH AT RIGHT ANGLES, A DISTANCE OF 51.36 FEET; THENCE EAST AT RIGHT ANGLES, A DISTANCE OF 23.25 FEET; THENCE SOUTH AT RIGHT ANGLES, A DISTANCE OF 19.94 FEET; THENCE EAST AT RIGHT ANGLES, A DISTANCE OF 37.80 FEET; THENCE SOUTH AT RIGHT ANGLES, A DISTANCE OF 238.84 FEET; THENCE WEST AT RIGHT ANGLES, 254.11 FEET TO ITS INTERSECTION WITH A LINE WHICH IS 2230 FEET WEST FROM AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 AND THENCE NORTH ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 310.14 FEET; THENCE EAST 193.06 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN(S): 16-34-400-024-0000
 16-34-400-009-0000
 Part of 16-34-400-013-0000
 Part of 16-34-400-014-0000
 Part of 16-34-400-015-0000
 16-34-400-022-0000
 Part of 16-34-302-018-0000
 Part of 16-34-302-031-0000

Address(es): 4201 W. 36th Street, Chicago, IL
 4300 W. 36th Street, Chicago, IL
 3508 S. Kostner Avenue, Chicago, IL
 3535 S. Kostner Avenue, Chicago, IL
 3625 S. Kildare Avenue, Chicago, IL
 3645 S. Kildare Avenue, Chicago, IL
 3600 S. Keeler Avenue, Chicago, IL

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EXHIBIT B PERMITTED EXCEPTIONS

1. General real estate taxes not yet due and payable as of the Closing Date.
2. Terms and provisions contained in the indemnity agreement made by and between UIR Campus & Tower, LLC and Institute of Gas Technology dated August 9, 2001 and recorded August 13, 2001 as Document No. 0010740744.

(Affects Parcel 1)

3. Grant of easement recorded January 30, 1967 as document 20053109 from Peoples Gas Light and Coke Company to First American Realty Co, and Transamerican Properties Inc., their successors and assigns for a perpetual easement to construct and maintain a roadway and to lay, construct, operate, inspect, test, maintain, repair, alter and change the size of gas pipelines, electrical conduit systems, sewers, water pipes, conduits, wires, lines, poles and other related facilities, through, along, under and across the Land.
4. Terms, provisions and conditions in agreement recorded January 30, 1967 as document 20053110 relating to reciprocal easements and rights for all parties for the maintenance and use of roadways and other improvements, including utilities, cost of maintenance of said roadway upon the Land, relating to rules and regulations for installation of driveways to and from the roadway, utility installation and connections.

Assignment of all rights and obligations in said easement granted by First American Realty Company in Favor of Institute of Gas Technology Corporation recorded as document 22178057 including the right to construct an overhead bridge or an underground tunnel between Land and other property and to install a water line to Pulaski road and the terms and conditions as set forth therein.

Rights of the adjoining owner or owners to the concurrent use of said easement.

(Affects the roadway North and adjoining the Land and other property)

5. Perpetual Right, permission and authority created by assignment from First American Realty Company and Transamerican Properties, incorporated to Illinois Bell Telephone Company, ad its successors and assigns, Dated May 2, 1967 and recorded June 28, 1967 as document 20180326, to lay, construct, operate, inspect, test, maintain, repair, alter, and change conduits, wires, lines and other related facilities for the transmission and distribution of sounds and signals by means of electricity, with the right of ingress and egress from said premises at all times for any and all such purposes; and the covenants and conditions therein contained.

(Affects Parcel 1 and other property)

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6. Grant of easement and license agreement from Peoples Gas Light and Coke Company to First American Realty Company dated September 14, 1967 and recorded October 18, 1967 Ad 20294859 of an easement for sewer over part of Parcel 2 and the covenants and conditions contained therein.

(said Easement Crosses Easement Parcels 4 and 6 in East 1/2 Southeast 1/4 Section 34)

7. (A) terms, provisions, and conditions relating to the easement described as parcels 4, 5, 6, 7, 8, 9, 10, and 11 creating said easements.

(B) rights of the adjoining owner or owners to the concurrent use of said easement.

8. 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: 98357930 Date of recording: May 1, 1998.

(Affects Parcel 3 and other property)

9. Easement in favor of the Commonwealth Edison Company and the Illinois Bell Telephone Company also known as Ameritech Company, an Illinois Corporation, and their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the Land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant made by Uir campus and Tower, L.L.C., recorded January 4, 1999 as Document No. 99044768, affecting the that part of certain strips or parcels of Land shown shaded on the Plat attached and marked exhibit 'A' and made a part thereof.

(Affects 10 foot wide easement along North line Parcel 3 and other property)

10. Declaration of easements, covenants, conditions and restrictions September 13, 2013 recorded October 17, 2013 as document number 1329033077 for parking over the East 10 feet of the Land, ingress and egress, public utilities and maintenance, and the terms, provisions and conditions set forth therein.

Assignment of declarant's and operator's rights dated December 15, 2016 and recorded December 19, 2016 as document 1635415109.

Assignment of operator's rights recorded January 4, 2018 as document number 1800404186 from 4201 36TH Associates LLC to the Peoples Gas Light and Coke Company.

(Affects Parcel 3 and other property)

11. Rights of the following tenants in possession -- Yasa Marketing Inc., Market Contracting Services, Inc., Orkin LLC, and Schneider Resources, Inc. -- as tenants only, under unrecorded and unexpired lease agreements, none of which contain any options to purchase

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or rights of first refusal, and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.

Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE
REGISTRATION DIVISION
148 N. CLARK ST. ROOM 1220
CHICAGO, ILL 60602-1387

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EXHIBIT C RELEASE AND INDEMNITY AGREEMENTS AND COVENANTS WHICH RUN WITH THE LAND

The Subject Property is part of the Crawford Station former manufactured gas plant site and is and will continue for the foreseeable future to be subject to United States Environmental Protection Agency (“USEPA”) jurisdiction and orders. Peoples has investigated and remediated Parcels D, M and L under USEPA orders. Peoples has also performed some investigation on Parcel Y. The Subject Property remains subject to at least one USEPA order. Peoples may continue to need access to the Subject Property by means of the Post-Closing Access Easement provided to Peoples by RLR at the Peoples Closing with RLR (the “Post-Closing Access Easement”) to perform any required investigation, monitoring and remediation to obtain commercial and industrial closure from the USEPA and may, at Peoples’ sole discretion following USEPA closure, also to perform investigation and remediation post-closing to obtain closure from the Illinois Environmental Protection Agency (“IEPA”) in each case with “closure” as to the USEPA meaning, for example, either certificates of completion or ready for re-use determinations or their equivalents, and with “closure” as to the IEPA meaning the issuance of a focused commercial and industrial No Further Remediation Letter (“NFR Letter”) or NFR Letters with institutional controls and engineered barriers. However, the Subject Property will be sold “AS-IS, WHERE-IS and WITH ALL FAULTS” and RLR will cooperate with Peoples including providing post-closing access to the Subject Property and any other RLR properties within the what is commonly known as the Highway Freight Center as necessary to obtain USEPA closure and, at Peoples’ sole discretion, an IEPA NFR.

RLR will cooperate with Peoples to obtain the USEPA closures, and in Peoples discretion, the NFR Letter before and after Closing, if necessary.

Commencing with Peoples’ obtaining closure from time to time from the USEPA for each respective parcel comprising the Subject Property, RLR on behalf of itself and on behalf of entities owned or controlled, in whole or in part, by RLR and on behalf of RLR’s successors and assigns, covenants, agrees and hereby as to each such respective parcel for which closure from the USEPA has been obtained by Peoples releases Peoples and Peoples’ Indemnified Parties and its and their successor’s and assigns, of and from all claims, acts, debts, demands, actions, causes of action, suits, sums of money, guaranties, bonds, covenants, contracts, accounts, agreements, promises, representations, restitutions, commissions, variances, damages, obligations, costs, response actions, fees (including, without limitation, attorneys, consultants and experts’ fees) and liabilities whatsoever of every name and nature, both in equity and at law (collectively, “Claims”) including, without limitation, Claims under the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. § 9601 et. seq., Claims under the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et. Seq., and Claims for punitive, special, indirect, consequential or exemplary damages with respect to any existing Hazardous or Toxic Materials (if any) located

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under, in or on each said parcel within the Subject Property. "Peoples Indemnified Parties" shall mean Peoples, and its parent and affiliated companies, and its and their directors, officers, agents, employees, tenants, permittees and invitees and its and their successors and assigns. "Hazardous or Toxic Materials" means (i) asbestos or any material composed of or containing asbestos in any form and in any type; (ii) any petroleum-containing substance or material; or (iii) any hazardous, toxic or dangerous waste, contaminant, pollutant, substance, material, smoke, gas or particulate matter, as from time to time defined by or for purposes of any Federal, state or local environmental, health or safety, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards concerning or in connection with hazardous, toxic or dangerous wastes, substances, material, gas or particulate matter. Commencing with the USEPA's closure for each respective parcel of the aforesaid parcels comprising the Subject Property, RLR, on behalf of itself and its parent and affiliated companies and its and their successors and assigns (collectively the "RLR Indemnifying Parties") covenants and hereby agrees to defend, indemnify, and hold harmless Peoples and Peoples' Indemnified Parties from any and all loss, damages, claims or actions of every kind and nature, and reasonable attorneys' fees and court costs (collectively, "Loss"), arising out of or in connection with RLR, RLR's contractors' or invitees' breach of this Agreement or negligent act or omissions or the presence of Hazardous or Toxic Materials on the Subject Property, or failure to maintain any institutional controls or engineered barriers required under the NFR Letter or breach of this Agreement. The RLR Indemnifying Parties shall promptly pay all such covered costs and expenses from time to time upon demand made by the Peoples' Indemnified Parties.

In any and all claims against Peoples' Indemnified Parties by any employee (or the survivor or personal representative of any employee) of RLR, any of its contractors, any subcontractor, any supplier, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the construction, installation, operation, replacement, inspection, alteration, reconstruction, repair or maintenance upon the Subject Property or anyone for whose acts any of them may be liable, the indemnification obligation described above shall not be limited in any way based on the amount or type of damages, compensation or benefits payable by or for RLR, its contractors or any such subcontractor, supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

RLR's obligations under this Exhibit C shall survive the Closing of this Agreement, including without limitation with regard to any institutional controls or engineered barriers required by either the USEPA or the NFR Letter or the NFR Letters, and shall run with the land, and shall bind RLR's successors and assigns, with the provisions of this Exhibit C to be included by the holder of title in such deed issued from time to time with respect to title to the Subject Property in the manner set forth in the Special Warranty Deed from Peoples to RLR.

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PLAT ACT AFFIDAVIT

STATE OF Wisconsin)
)
 COUNTY OF Milwaukee) ss.

The Peoples Gas Light and Coke Company, by the undersigned, being duly sworn on oath, states that its principal office is at 200 East Randolph Drive, Chicago, Illinois and that the attached deed is not in violation of 765 ILCS 205/1 for one of the following reasons:

A. Said Act is not applicable because the grantors own no adjoining property to the premises described in the deed;

-- or --

B. The conveyance falls in one of the following exemptions as shown by Amended Act which became effective July 17, 1959:

1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than 1 acre of any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interest therein for use as a right of way for railroads or other public utility facilities and other pipelines which does not involve any new streets or easements of access;
- ⑤. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access;

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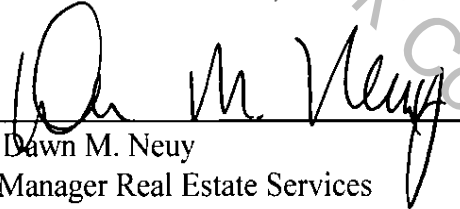
- 9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by a registered surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

CIRCLE NUMBER AND/OR LETTER ABOVE WHICH IS APPLICABLE TO THE ATTACHED DEED.


Affiant further states that it makes this Affidavit on this 27th day of January, 2021 for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

THE PEOPLES GAS LIGHT AND COKE COMPANY,
an Illinois corporation

By: WEC Business Services LLC, its affiliate and agent

By: 
 Name: Dawn M. Neuy
 Title: Manager Real Estate Services

SUBSCRIBED AND SWORN TO BEFORE ME
this 27th day of January, 2021.


 Notary Public
 My commission expires 3/22/2024

