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KAREN A. YARBROUGH
COOK COUNTY CLERK

DATE: 01/18/2024 10:41 AM PG: 1 OF 21

**CONSUMERS AVENUE LICENSE AGREEMENT BETWEEN
THE VILLAGE OF PALATINE AND
CERTAIN COMMERCIAL USES ALONG S. CONSUMERS AVENUE**

PINS:

02-24-400-013-0000

02-24-400-015-0000

02-24-400-016-0000

02-24-400-017-0000

Prepared By and Return To
The Village of Palatine
200 E. Wood Street
Palatine, IL 60067

RECORDING FEE 88.00
DATE 1-18-24 COPIES 62
OK BY he

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CONSUMERS AVENUE LICENSE AGREEMENT BETWEEN THE VILLAGE OF PALATINE AND CERTAIN COMMERCIAL USES ALONG S. CONSUMERS AVENUE

This License Agreement ("Agreement") is made as of this day of NOVEMBER 30, 2023, by and between **Village of Palatine**, an Illinois municipal home rule corporation (hereafter referred to as "Village") and the Salt Creek Rural Park District, 647 S. Consumers Avenue, Palatine, IL 60067 (PIN 02-24-400-013-0000), Richardson Real Estate I, LLC, 545 – 573 S. Consumers Avenue, Palatine, IL 60067 (PIN 02-24-400-017-0000), and Dangler, LLC, 519 S. Consumers Avenue (PIN 02-24-400-016-0000) and 615 S. Consumers Avenue, Palatine, IL 60067 (PIN 02-24-400-015-0000) (hereafter referred to as the "Licensees").

WHEREAS, the following recitals of fact are a material part of this Agreement.

A. The Village is a home rule unit of government in accordance with Article VII, Section 6, of the Constitution of the State of Illinois, 1970;

B. The Village is the owner of a certain right-of-way on S. Consumers Avenue, in the Village of Palatine, County of Cook, and State of Illinois, graphically depicted on Exhibit A attached hereto and made a part hereof (the "Right-of-Way") and commonly known as S. Consumers Avenue.

C. Licensees are the property and business owners at 519 S. Consumers Avenue, 545 – 573 S. Consumers Avenue, 615 S. Consumers Avenue, and 647 S. Consumers Avenue which are: 1) directly adjacent to the Right-of-Way; 2) have direct access to the Right-of-Way; and 3) are more specifically identified on Exhibit B.

D. In order to effectuate the development and use of additional parking spaces for the Licensees along the Right-of-Way, the Village previously entered into two license agreements to allow the Licensees or their predecessors in interest to develop, maintain, and use portions of the Right-of-Way for parking spaces to serve their respective businesses.

E. Because the two previous license agreements referenced in Paragraph D above have expired, and because the Licensees wish to continue to use and maintain the parking spaces provided within the Right-of-Way, the Licensees have requested and the Village is willing to agree to grant a new license to allow the continued use of portions of the Right-of-Way for parking purposes so long as the Licensees agree to continue to maintain the entire Right-of-Way. Therefore, the Village is willing to grant Licensees a non-exclusive license to utilize the Right-of-Way for the purpose set forth herein, subject to the conditions herein, all as more fully set forth below.

NOW, THEREFORE, in consideration of the foregoing, the mutual agreement of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of License. The Village hereby grants to Licensees, a non-exclusive license to use and maintain the Right-of-Way for ingress and egress, existing parking spaces, and related improvements within the Right-of-Way (hereinafter known as the License Area and more specifically identified on Exhibit 'B'.)

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2. Term of License. The license granted hereunder shall commence on the date set forth above and shall be binding and enforceable for a period of twenty (20) years. At the sole and exclusive discretion of the Village, and so long as the Licensees are not in default of this License Agreement, there shall be two additional ten (10) year extensions that will commence without further action unless this License Agreement is otherwise terminated. All extensions shall be pursuant to the terms of the License Agreement.

3. Required Maintenance of the Right-of-Way. It shall be the responsibility and obligation of the Licensees to maintain the License Area in a manner acceptable to the Village and in compliance with Village Code, including maintaining the pavement in good condition and repair at their sole cost and expense. Licensees shall have sole responsibility for the condition of the License Area and for maintaining full compliance with all applicable laws, statutes, ordinances, codes, rules, regulations, orders and decrees. Prior to performing any work in the License Area, Licensees, at their sole cost and expense, shall obtain all permits required in connection therewith. The required maintenance shall meet or exceed the applicable standards set forth in the Manual on Uniform Control of Traffic Devices ("MUTCD") and the American Association of State Highway and Transportation Officials (AASHTO") and shall include, but not be limited to, the following:

- a. Roadway surface and sidewalk surface, if any;
- b. Curb and gutter;
- c. Storm sewers, inlets, catchbasins;
- d. Parking lot striping and pavement marking maintenance;
- e. Traffic control signage;
- f. Street signs;
- g. Existing and required landscaping within the Right-of-Way; and
- h. Required parking lot lighting;
- i. Leaves and landscaping debris;
- j. Garbage and litter, as defined in the Village Code.

4. Required Resurfacing. Within five (5) years from the date of this License Agreement, the Village shall, at its sole expense, mill and resurface the through lanes located within License Area of the S. Consumers Avenue Right-of-Way (hereafter referred to the Village's Road Work). The Village also agrees to mill and overlay the parking areas located within the License Area in conjunction with the Village's Road Work, provided the Licensees cover all of the associated material costs (asphalt and paint). Following completion of the Village's Road Work, the Village shall annually inspect and assess the pavement within the License Area to determine the timing and extent of any required resurfacing of the License Area. At the direction of the Village of Palatine, the Licensees shall complete the required resurfacing, with the Licensees being responsible for all associated costs, in a timeframe and manner acceptable to the Village. Said resurfacing shall be commensurate with Code and as defined by the MICRO-Paver system, the Village's roadway evaluation system applied to all Village roads.

5. Snow and Ice control. It shall be the sole responsibility of the Licensees to perform the required snow and ice control within the designated area as shown on Exhibit C – Snow & Ice Control Area Map. The snow removal and ice control measures shall be in compliance with Village Code and pursuant to accepted snow removal practices. The snow and ice control measures shall include the cul-de-sac at the northern end of S. Consumers Avenue, directly north of the License Area.

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6. License Only. This Agreement creates a license only with respect to Paragraphs 1 and 2 hereof and Licensees acknowledges that Licensees do not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the License Area or Right-of-Way by virtue of such license or Licensees' use of the License Area or Right of Way pursuant hereto.

7. Return of the Right of Way. At the termination of this Agreement, Licensees shall repair and restore the License Area and shall return the License Area to the condition that existed prior to the commencement of the original License dated July 25, 1994 and December 30, 1994. It is understood and accepted by the Village that the existing Consumers Avenue was constructed without the typically required curbing and sidewalks. In the event that the Right-of-Way is returned to the Village, pursuant to the terms of this agreement, the Village will not require the installation of these improvements.

8. Reservation of Rights by Village. The right to use the License Area is expressly reserved by the Village, its successors, grantees, invitees, employees, elected officials and assigns. In addition, and not by limitation but by way of example, the Village, its successors, grantees, invitees, employees, elected officials and assigns, reserve the right from time to time to grant additional licenses upon the License Area, provided that such licenses do not unreasonably interfere with Licensees' use of the License Area pursuant to the terms hereof.

9. Reservation of Rights by the General Public. The General Public has certain rights to use the License Area and Right-of-Way. This License does not abridge these rights of the General Public to use the License Area and Right-of-Way in a manner that is consistent with the laws of the State of Illinois and the Code of Ordinances of the Village of Palatine.

10. No Transfer by Licensees. Licensees shall not transfer any of their rights hereunder without the prior written consent of Village. Any such assignment made without the prior written consent of Village shall be null and void and of no further force or effect and shall entitle Village to terminate this Agreement.

11. Indemnity. Except for damage caused by the Village, Licensees for and on behalf of themselves and each of them, all successors, grantees, invitees, and assigns, assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to the License Area and Right of Way that may be sustained directly or indirectly due to the erection, condition, or the activities, operations or use of the License Area and Right of Way by Licensees, and each of them, their successors, grantees, invitees, agents and assigns or the general public. Further, and except for damage caused by the Village, Licensees, for themselves, and each of them, their successors, grantees, invitees, agents and assigns, and for those claiming by, through or under any of them, hereby releases the Village, its members, agents, and employees and elected officials (collectively, the "Indemnitees") from any and all claims or demands for loss, liability, expense, cost or damage (whether to person or License Area or Right-of-Way), including, without limitation, reasonable attorneys' fees and litigation costs incurred by the Indemnitees in connection therewith, that may arise from the erection, condition or use of the License Area and Right-of-Way by Licensees, and each of them, their agents, successors, grantees, invitees, and assigns, officers, directors, employees, representatives, and agents or the general public. Except for damage caused by the Village or its successors, Licensees hereby agree to indemnify, defend and hold harmless the Indemnitees from and against any and all liability, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense (including without limitation, reasonable attorneys' fees and litigation costs) incurred by the Indemnitees for injuries to persons (including, without limitation, loss of life) and for damage, destruction or License Area or Right-of-Way which is directly or indirectly due to the activity, work or anything done, permitted or suffered by

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Licensees on or about the License Area and Right-of-Way or for any act or omission of Licensees, or each of them, its agents, successors, grantees, invitees, and assigns and any of their officers, directors, employees, representatives and agents or the general public. Licensees shall cooperate with the Village in the defense of any such claims, demands or action, including, without limitation, the employment, at the sole expense of Licensees, of legal counsel reasonably satisfactory to the Village.

12. Insurance. Licensees, at their sole cost and expense, shall purchase and keep in full force and effect during the term hereof, Commercial General Public Liability Insurance (including, but not limited to, contractual liability insurance covering, without limitation, Licensees' indemnification obligations hereunder) in an amount not less than Three Million and no /100 Dollars (\$3,000,000) on a combined single limit basis per occurrence and provided that same shall not be cancelled without thirty (30) days prior notice to the Village. Licensees, concurrently with execution hereof, or upon Licensees' commencement of use of the License Area as permitted hereunder, whichever is earlier, shall deposit with the Village, insurance certificates evidencing the foregoing coverages, together with satisfactory evidence of payment of the premiums thereon. All such insurance shall name the Village and Indemnitees as additional insureds on the policy. Licensees shall deliver said insurance certificates to the Village of Palatine – Department of Public Works - Consumers Avenue License Agreement at 200 E. Wood Street, Palatine, Illinois, 60067, or as otherwise directed by the Village from time to time. Said insurance certificates shall be delivered to the Village annually or in conjunction with the applicable term of the Commercial General Public Liability Insurance.

13. No Liens. Licensees shall not permit any lien to be filed against any portion of the License Area, Right-of-Way or any improvements thereon for any labor or materials in connection with work of any character performed or claimed to have been performed on the License Area or Right-of-Way at the direction or sufferance of Licensees. In the event any such lien is filed against any portion of the License Area or Right-of-Way, Licensees shall in good faith diligently attempt to remove or cause to be removed such lien within thirty (30) days of written notice from the Village, or immediately upon receiving notice of any lien, whichever is sooner. In the event Licensees does not remove or cause to be removed such lien within sixty (60) days of receipt of notice of any lien, the Village shall have the right, but not the obligation, to cause such lien to be released and Licensees shall pay on demand all of the Village's costs in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 15 hereof, accruing from and after the date of such demand until the Village's receipt of full payment thereof.

14. Code Violation. Licensees shall not permit any code violation related to the License Area to be filed against the License Area, Right-of-Way or any improvements. In the event Licensees receive notice of such a code violation, either from the Village or its successors, or any other governmental entity, Licensees shall remove or cause to be removed such violation within the time specified in said code violation notice. In the event Licensees do not remove or cause to be removed such code violation within said time period, the Village shall have the right, but not the obligation, to cause such violation removed and Licensees shall pay on demand all of the Village's costs in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 15 hereof, accruing from and after the date of such demand until the Village's receipt of full payment thereof.

15. Breach by Licensees. If Licensees breach any provision in this Agreement and fail to cure any such breach within ten (10) days after written notice thereof, in addition to any other right or remedy available at law or in equity, the Village shall have the right, but not the

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obligation, to cure any such breach and Licensees agree to reimburse the Village for the cost thereof upon demand, together with interest accruing thereon at an annual rate of interest equal to twelve percent (12%) from and after the date of the Village's demand therefore until the Village's receipt of full payment therefore.

16. No Warranty; Integration. The Village hereby makes and has made no representations, statements, warranties or agreements to Licensees in connection with this Agreement, the License Area or the Right-of-Way. This Agreement embodies the entire understanding of the parties hereto, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof.

17. Notices. All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or on the third (3rd) day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid or sent by facsimile transmission (followed by a nationally recognized overnight courier), as follows:

If to Village:

Village of Palatine
200 East Wood Street
Palatine, Illinois 60067
Attention: Village Manager

If to Licensees:

Salt Creek Rural Park District
Attention: Director of Parks & Recreation
647 S. Consumers Drive
Palatine, IL 60074
(PIN 02-24-400-013-0000)

Dangler, LLC
615 S. Consumers Avenue
Palatine, IL 60074
(PINS 02-24-400-015-0000 and 02-24-400-016-0000)

Richardson Real Estate I, LLC
Attention: Manager
d/b/a Soccer Enterprises
545 S. Consumers Avenue
Palatine, IL 60074
(PIN 02-24-400-017)

18. Prevailing Party. In the event either party shall use legal counsel to enforce this Agreement, the non - prevailing party shall pay the legal fees of the prevailing party.

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19. Assignment. No party shall delegate or assign this Agreement or any rights or duties hereunder (including by the merger or consolidation of a party with any third person) without the prior, written consent of the other. This Agreement shall be binding upon and shall inure to the benefit of the Village and the Licensees and the respective successors and permitted assigns of each upon execution hereof by the Village and the Licensees. Two (2) duly executed duplicate originals of this Agreement shall be provided to each party. This Agreement creates no rights as a third party beneficiary or otherwise in any person not a party.

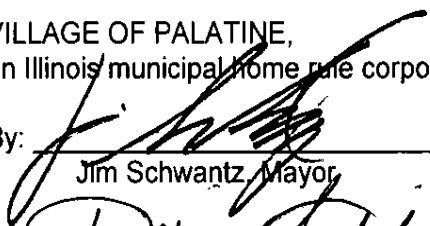
20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

21. Parking Disputes. In the event that the Licensees find themselves in a dispute over parking spaces that are the subject of this License Agreement, upon written notice to the Village of the existence of the dispute, the Village shall resolve said dispute and such Village decision shall be final.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

VILLAGE

VILLAGE OF PALATINE,
an Illinois municipal home rule corporation

By: 
Jim Schwantz, Mayor

Attest: 
Village Clerk Deputy

SALT CREEK RURAL PARK DISTRICT

By: 

Printed Name: Diane Hilgers

Title: Executive Director

DANGLER, LLC

By: _____

Printed Name: _____

Title: _____

RICHARDSON REAL ESTATE I, LLC

By: _____

Printed Name: _____

Title: _____

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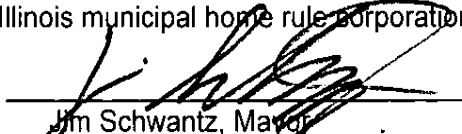
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VILLAGE OF PALATINE,
an Illinois municipal home rule corporation

By: 
Jim Schwantz, Mayor

Attest: 
Village Clerk Deputy

SALT CREEK RURAL PARK DISTRICT

By: _____

Printed Name: _____

Title: _____

DANGLER, LLC

By: 

Printed Name: Dawn Keatts

Title: Manager

RICHARDSON REAL ESTATE I, LLC

By: _____

Printed Name: _____

Title: _____

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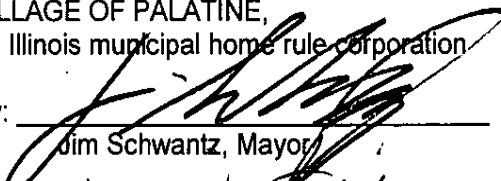
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VILLAGE

VILLAGE OF PALATINE,
an Illinois municipal home rule corporation

By: 
Jim Schwantz, Mayor

Attest: 
Village Clerk Deputy

SALT CREEK RURAL PARK DISTRICT

By: _____

Printed Name: _____

Title: _____

DANGLER, LLC

By: _____

Printed Name: _____

Title: _____

RICHARDSON REAL ESTATE, LLC

By: 

Printed Name: Peter Richardson

Title: Authorized Agent

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LICENSEE:

SALT CREEK RURAL PARK DISTRICT

STATE OF Illinois
COUNTY OF Cook SS.

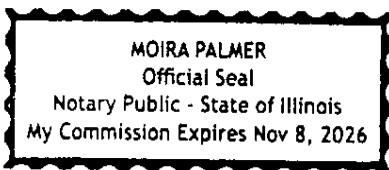
I, Moira Palmer, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Diane Hilgers personally known to me to be the Executive Director of the Salt Creek Rural Park District, is/are personally known to me to be the same person(s), whose name(s) is/are subscribed to the foregoing instrument as the Executive Director of the Salt Creek Rural Park District, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her/their own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this day of November 16, 2023.

Moira Palmer
Notary Public

Printed: Moira Palmer

SEAL



Commission Expires: Nov 8, 2026

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LICENSEE:

DANGLER, LLC

STATE OF IL
COUNTY OF Cook SS.

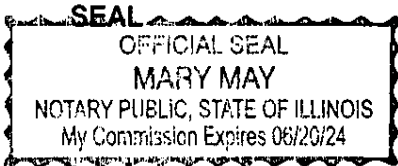
I, MARY MAY, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Dave Venetti personally known to me to be the Manager of Dangler, LLC, is/are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument as the Manager of Dangler, LLC, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her/their own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this day of 4/29, 2023.

Mary May
Notary Public

Printed: MARY MAY

Commission Expires: 6/2024



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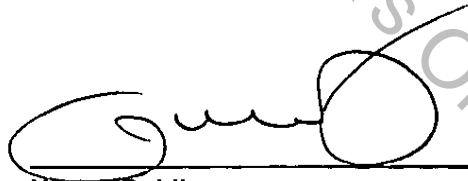
LICENSEE:

RICHARDSON REAL ESTATE I, LLC

STATE OF Illinois
COUNTY OF Cook SS.

I, Jerome W. Pinderski, Jr., a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Peter Richardson personally known to me to be the Authorized Agenet of Richardson Real Estate I, LLC, is/are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument as the Authorized Agenet of Richardson Real Estate I, LLC, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her/their own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this day of November 20, 2023.

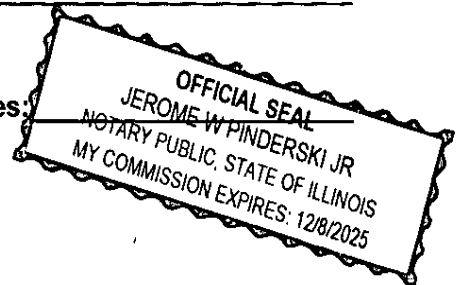


Notary Public

SEAL

Printed: Jerome W. Pinderski, Jr.

Commission Expires:



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EXHIBIT 'A' -S. CONSUMERS AVENUE RIGHT-OF-WAY

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

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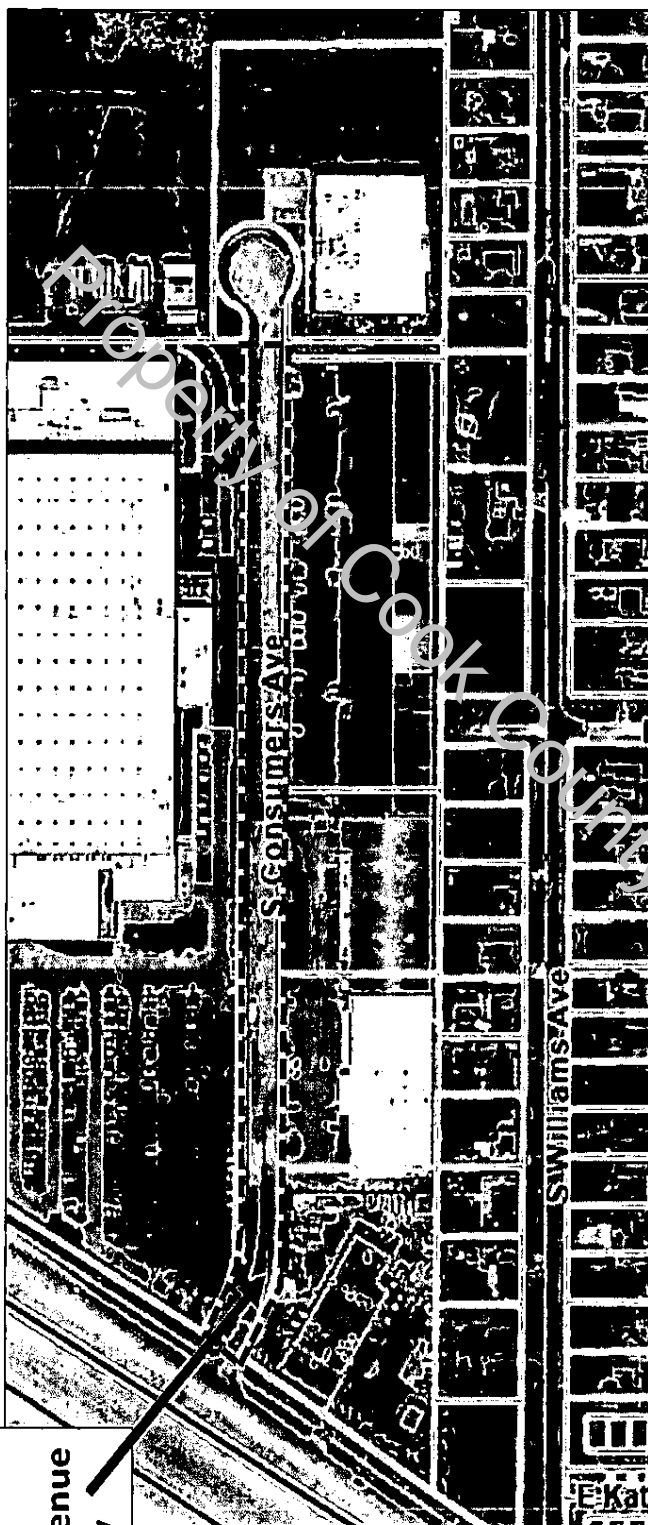


Exhibit A
S. Consumers Avenue
Right-of-Way

Cook County Clerk's Office

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EXHIBIT 'B' – LICENSE AREA

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

Property of Cook County Clerk's Office

UNOFFICIAL COPY

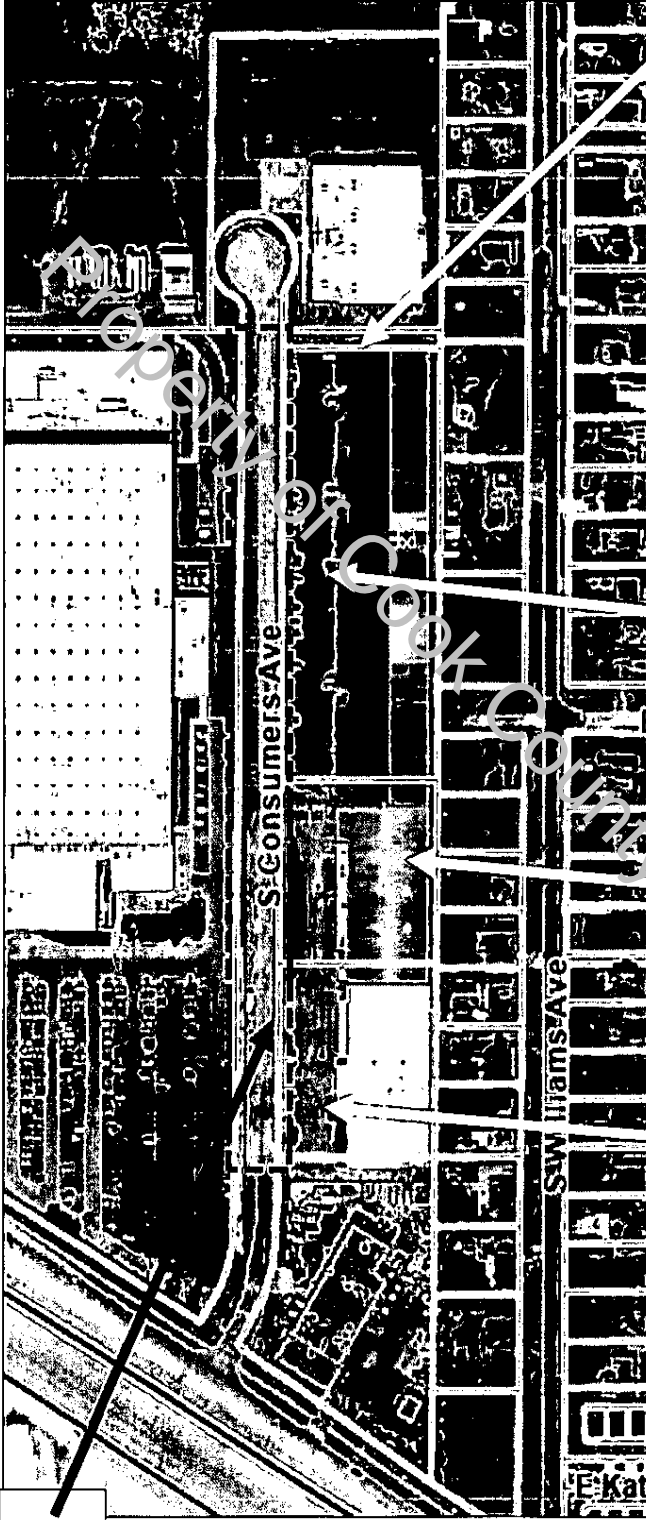


Exhibit B
License Area

02-24-400-016-0000
Dangler, LLC

02-24-400-017-0000
Richardson Real Estate I, LLC

02-24-400-013-0000
Salt Creek Rural Park District

02-24-400-015-0000
Dangler, LLC

Clerk's Office

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EXHIBIT 'C' – SNOW & ICE CONTROL AREA MAP

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

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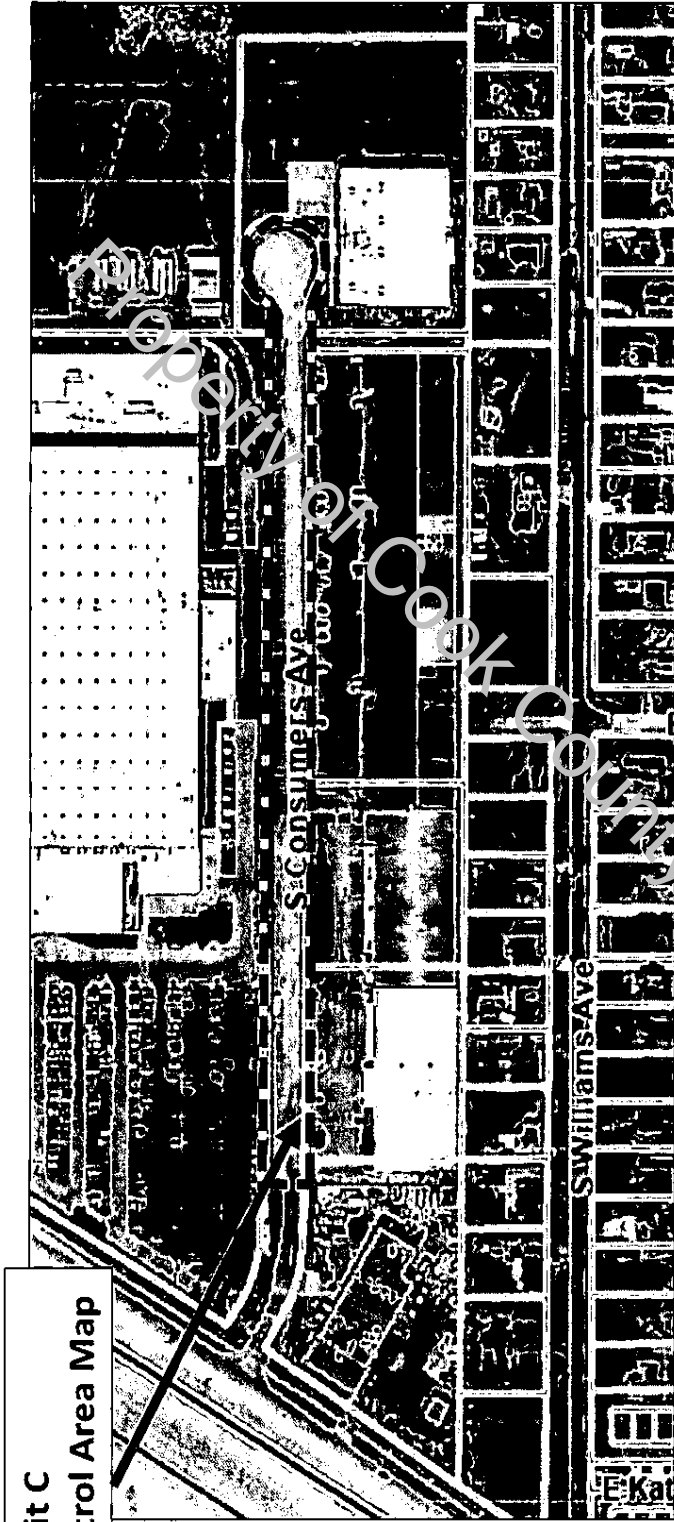


Exhibit C
Snow & Ice Control Area Map

Cook County Clerk's Office

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LEGAL DESCRIPTION

PIN: 02-24-400-013-0000 647 Consumers Avenue

THAT PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS. BEGINNING AT A POINT IN A LINE DRAWN 1484.34 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST $\frac{1}{4}$ WHICH POINT IS A DISTANCE OF 1,679.31 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHEAST $\frac{1}{4}$; THENCE SOUTH ALONG SAID PARALLEL LINE A DISTANCE OF 265.0 FEET TO A POINT WHICH IS A DISTANCE OF 439.57 FEET NORTH OF THE INTERSECTION OF SAID PARALLEL LINE WITH THE NORTHERLY RIGHT OF WAY LINE OF NORTHWEST HIGHWAY BY DOCUMENT 11,113,034; THENCE WEST PERPENDICULAR TO THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 231.4 FEET TO THE EAST LINE OF CONSUMERS AVENUE AS SHOWN ON PLAT RECORDED DECEMBER 30, 1963, AS DOCUMENT 19,010,004; THENCE NORTH ALONG THE EAST LINE OF SAID CONSUMERS AVENUE A DISTANCE 265 FEET; THENCE EAST PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 231.4 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

PIN: 02-24-400-015-0000 615 S. Consumers Avenue

THE NORTH 240.5 FEET OF THE SOUTH 506.17 FEET OF THAT PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN A LINE DRAWN 1484.34 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST $\frac{1}{4}$; WHICH POINT IS A DISTANCE OF 803.38 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHEAST $\frac{1}{4}$; THENCE SOUTH ALONG SAID PARALLEL LINE A DISTANCE OF 1140.93 FEET TO A POINT WHICH IS A DISTANCE OF 439.57 FEET NORTH OF THE INTERSECTION OF SAID PARALLEL LINE WITH THE NORTHERLY RIGHT OF WAY LINE OF NORTHWEST HIGHWAY BY DOCUMENT NO 11113034; THENCE WEST PERPENDICULAR TO THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 231.40 FEET TO THE EAST LINE OF CONSUMERS AVENUE AS SHOWN ON PLAT RECORDED DECEMBER 30, 1963 AS DOCUMENT NO. 19010004; THENCE NORTH ALONG THE EAST LINE OF SAID CONSUMERS AVENUE, A DISTANCE OF 1140.59 FEET TO THE INTERSECTION OF SAID LINE WITH A LINE DRAWN A DISTANCE OF 803.38 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST $\frac{1}{4}$; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 231.40 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PIN: 02-24-400-016-0000 501-519 S. CONSUMERS

PARCEL 1: THE NORTH 23.5 FEET OF THE PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN A LINE DRAWN 1484.34 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SAID SOUTHEAST $\frac{1}{4}$, WHICH POINT IS A DISTANCE OF 803.38 FEET SOUTH OF THE NORTH LINE OF THE SAID SOUTHEAST $\frac{1}{4}$; THENCE SOUTH ALONG THE SAID PARALLEL LINE A DISTANCE OF 1,140.93 FEET TO A POINT WHICH IS A DISTANCE OF 439.57 FEET, NORTH OF THE INTERSECTION OF SAID PARALLEL LINE, WITH THE NORTHERLY RIGHT OF WAY LINE OF THE NORTHWEST HIGHWAY, BY DOCUMENT NUMBER 11113034; THENCE WEST PERPENDICULAR TO THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 231.40 FEET TO THE EAST LINE OF CONSUMERS AVENUE, AS SHOWN ON THE PLAT RECORDED DECEMBER 30, 1963, AS DOCUMENT NUMBER 19010004; THENCE NORTH ALONG THE EAST LINE OF SAID CONSUMERS AVENUE, A DISTANCE OF 1,140.59 FEET TO THE INTERSECTION SAID LINE, WITH A LINE DRAWN A DISTANCE OF 803.38 FEET, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST $\frac{1}{4}$; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 231.40 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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PARCEL 2: THE EAST 338 FEET OF THE SOUTH 462 FEET, AS MEASURED ALONG THE EAST LINE OF THAT PART OF THE SOUTHEAST ¼ OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 24, WHICH POINT IS A DISTANCE OF 1,484.34 FEET WEST OF THE NORTHEAST CORNER OF SAID SOUTHEAST ¼; THENCE WEST ALONG THE NORTH LINE OF THE SAID SOUTHEAST ¼, A DISTANCE OF 813.4 FEET; THENCE SOUTH ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 522.0 FEET TO THE WEST LINE OF CONSUMERS AVENUE, AS SHOWN ON THE PLAT RECORDED DECEMBER 30, 1963, AS DOCUMENT NUMBER 19010004; THENCE NORTH ALONG THE WEST LINE OF SAID CONSUMERS AVENUE; A DISTANCE OF 30.0 FEET TO THE NORTH LINE OF SAID CONSUMERS AVENUE; THENCE EAST ALONG A LINE, DRAWN PARALLEL WITH THE NORTH LINE OF THE SAID SOUTHEAST 1/4, A DISTANCE OF 231.4 FEET, TO THE INTERSECTION OF SAID LINE, WITH A LINE DRAWN 1484.34 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST ¼; THENCE NORTH ALONG SAID PARALLEL LINE A DISTANCE OF 803.38 FEET TO THE PLACE OF BEGINNING, (EXCEPT THAT PART TAKEN FOR CONSUMERS AVENUE), IN COOK COUNTY, ILLINOIS

PIN: 02-24-400-017-0000 545 S. Consumers Avenue

Parcel 1: The North 139.84 feet of the South 646.01 feet of that part of the Southeast quarter of Section 24, Township 42 North, Range 10 East of the Third principal meridian, described as follows: Beginning at a point in a line drawn 1,484.34 feet West of and parallel with the East line of said Southeast quarter, which point is distance of 803.38 feet South of the north line of said southeast quarter, thence South along said parallel line, a distance of 1,140.93 feet to a point which is a distance of 439.57 feet North of the intersection of said parallel line with the Northerly Right of Way line of Northwest Highway by Document 11113034; thence West perpendicular to the last described parallel line, a distance 231.40 feet to the East line of Consumers Avenue as shown on plat recorded December 30, 1963 as Document # 19010004; thence North along the East line of said Consumers Ave. a distance of 1,140.59 feet to the intersection of said line with a line drawn a distance of 803.33 feet South of and parallel with the North line of said Southeast quarter; thence east along said parallel line a distance of 231.40 feet to the Point of Beginning all in Cook County, Illinois

Parcel 2: That part of the Southeast quarter of Section 24, Township 42 North, Range 10 East of the Third Principal Meridian, described as follows: Beginning at a point in a line drawn 1,484.34 feet West of and parallel with the East line of said Southeast quarter, which point is a distance of 803.38 feet South of the North line of said Southeast quarter; thence South along said parallel line, a distance of 1,140.93 feet to a point which is a distance of 439.57 feet North of the intersection of said parallel line with the Northerly Right of Way line of Northwest Highway of Document Number 11113034; thence West perpendicular to the last described parallel line, a distance of 231.40 feet to the East line of Consumers Avenue as shown on Plat recorded December 30, 1963 as Document Number 19010004; thence North along the East line of said consumers Avenue a distance of 1,140.59 feet to the intersection of said line with a line drawn a distance of 803.38 feet South of and parallel with the North line of said Southeast quarter; thence East along said parallel line, a distance of 231.40 feet to the Point of Beginning, all in Cook County IL except the South 646.01 feet thereof and except the North 23.5 feet thereof.

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Consumers Avenue License Area

Legal Description

That portion of the S. Consumers Avenue public right-of-way, that was dedicated as a Public Street per Document No. 1901004, that lies directly west of and abuts the properties located at 647 S. Consumers Avenue (PIN 02-24-400-013-0000), 615 S. Consumers Avenue (PIN 02-24-400-015-0000), 545 – 573 S. Consumers Avenue (PIN 02-24-400-017-0000), and 519 S. Consumers Avenue (PIN 02-24-400-016-0000), all located in Cook County, Illinois.

Property of Cook County Clerk's Office