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Cook County Recorder 63.00



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(The Above Space For Recorder's Use Only)

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (this "Agreement") is made effective as of the 1st day of May, 1999 by and between GRAND TRUNK WESTERN RAILROAD CORPORATION, an Illinois corporation (the "Owner of Parcel A"), and BLISS & LAUGHLIN STEEL COMPANY, a Delaware corporation (the "Owner of Parcel B").

RECITALS:

WHEREAS, the Owner of Parcel A is the holder of legal title to a certain parcel of land located in the City of Harvey, County of Cook and State of Illinois which is legally described on the attached Exhibit A ("Parcel A");

WHEREAS, Owner of Parcel B is the holder of legal title to a certain parcel of land located in the City of Harvey, County of Cook and State of Illinois which is legally described on the attached Exhibit B ("Parcel B");

WHEREAS, the Owner of Parcel A wishes to grant, and the Owner of Parcel B wishes to receive, an easement for ingress and egress to and from Parcel B over and across a portion of Parcel A as is more fully set forth below;

WHEREAS, the Owner of Parcel B wishes to grant, and the Owner of Parcel A wishes to receive, a permanent easement for the location of railroad track and grading, over and across a portion of Parcel B for the benefit of Parcel A as is more fully set forth below; and

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WHEREAS, the parties wish to make certain other agreements regarding such easements and obligations as is more particularly set forth below.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

ARTICLE I GENERAL

1.1 **RECITALS.** The terms and provisions of the recitals set forth above are hereby incorporated by reference into this Agreement.

ARTICLE II ROAD EASEMENT

2.1 **GRANT OF ROAD EASEMENT.** The Owner of Parcel A hereby agrees to build, at its sole cost and expense and in a good and workman-like manner, a road across the southern portion of the old Tonkovich property as is shown on the attached Exhibit C (the "**Road**"). After the completion of the Road, the Owner of Parcel A hereby grants the Owner of Parcel B, its tenants, agents, employees, invitees, successors and assigns, a non-exclusive easement appurtenant to Parcel B for ingress and egress over, upon and across the Road on Parcel A to Parcel B, and for the purposes of repairing and maintaining the Road as is legally described on the attached Exhibit D (the "**Road Easement**"). The Owner of Parcel A shall not build, construct, erect or place, or cause others to build, construct, erect or place any buildings or other improvements over Parcel A which would interfere with the rights granted the Owner of Parcel B in this Agreement without the prior written consent of the Owners of Parcel B, which consent shall not be unreasonably withheld.

2.2 **MAINTENANCE OF ROAD EASEMENT.** Upon completion of the Road by the Owner of Parcel A, the Owner of Parcel B, at its sole cost and expense, shall be solely responsible for the upkeep and maintenance of the Road Easement, including but not limited to the repair, reconstruction and replacement of the Road, the removal of debris, ice and snow from the Road, the paving of the Road's surface and the maintenance of the appropriate entrance, exit and directional signs or markers. Any such maintenance shall be performed without any damage to the Owner of Parcel A's property, including but not limited to permanent changes in grade to the Road Easement or surface, subsidence of land, and without any interference to the operation of the Owner of Parcel A's railway. The Owner of Parcel B shall not allow its employees, contractors or agents to cross the Owner of Parcel A's railway tracks with any equipment or otherwise except at a public crossing. The Owner of Parcel B shall not allow any equipment to work any closer than twenty-five (25) feet from the nearest railway track.

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2.3 INDEMNITY. The Owner of Parcel B shall provide for the safety of all persons using the Road Easement or the improvements installed on the Road Easement. The Owner of Parcel A shall not be responsible for or held liable for the maintenance and repair of the Road Easement. To the fullest extent permitted by law, the Owner of Parcel B hereby agrees to indemnify, defend and hold the Owner of Parcel A harmless from any and all liens, costs, expenses (including attorneys' fees), losses, claims, liabilities or damages as a result of, or in any way connected to, the Owner of Parcel B's acts or omissions in connection with its use, maintenance and repair of the Road Easement; provided however, that the Owner of Parcel B shall not be responsible for any claims, liabilities or damages resulting solely from the intentional, willful or negligent acts of the Owner of Parcel A. The Owner of Parcel A hereby releases the Owner of Parcel B, its successors and assigns, from any loss, damage, claim, costs, expenses (including attorneys' fees) as a result of any accidents from the activities of the Owner of Parcel B's use of the road in the ordinary course of its operations; provided that such release shall not apply to any negligence, intentional misconduct or willful negligence of the Owner of Parcel B.

2.4 LIENS. The Owner of Parcel B shall not permit any claim, lien, or other encumbrance arising from the use of the Road Easement to accrue against or attach to Parcel A or the interest of the Owner of Parcel A in adjacent lands. Notwithstanding the foregoing, the Owner of Parcel B shall have the right to mortgage Parcel B and its interest in the Road Easement; provided however, the Owner of Parcel B and the holders of any such mortgage or mortgages shall, upon the Owner of Parcel A's written request, and hereby agree to acknowledge that their interest runs solely in Road Easement and not against the Owner of Parcel A's fee simple interest.

2.5 INSURANCE. Upon the completion of the Road, the Owner of Parcel B shall deliver or cause to be delivered to the Owner of Parcel A a certified copy of an insurance policy or policies (or certificates of insurance) naming the Owner of Parcel A as an additional insured and containing such terms reasonably acceptable to the Owner of Parcel A. Coverage shall be initially provided with limits of liability in the amount of Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, death and property damage with an aggregate limit of Five Million Dollars (\$5,000,000) per year to insure (to the extent available) the indemnity obligation assumed by the Owner of Parcel B hereunder. The coverage limits shall be increased every five (5) years by a percentage equal to the increase in the CPI over such five (5) year period. For purposes hereof, the term "CPI" shall mean the Consumer Price Index for All Urban Consumers- All Items (Chicago, Cook County) or comparable index of inflation adopted by a written agreement of both parties. The insurance specified herein shall be with a reputable insurance company authorized to do business in Illinois and shall not be cancellable without 30 days prior written notice to the Owner of Parcel A. The parties reserve the right to change the insurance requirements contained herein as reasonably required to reflect changes in law, claims and accident experience.

2.6 DURATION. The Road Easement shall last until such time as the Owner of Parcel B abandons the Road for a period of five (5) years through continuous non-use. Upon such termination for non-use over a period of five (5) years, the Owner of Parcel B

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agrees to remove the road improvements and to execute and deliver to the Owner of Parcel A a quit claim deed terminating its rights hereunder. Nothing contained in this Agreement shall be deemed a gift or dedication of the any portion of the Road or the Road Easement to the general public or for any public purpose whatsoever.

ARTICLE III RAIL EASEMENT

3.1 GRANT OF RAIL EASEMENT. The Owner of Parcel A will, at its sole cost and expense, construct, and the Owner of Parcel B hereby consents to such construction, a railway track and grading which crosses over and upon the Parcel B as set forth in the attached Exhibit E (the "**Railway Track**"). Upon the completion of the Railway Track, the Owner of Parcel B hereby grants the Owner of Parcel A, its tenants, agents, employees and invitees, successors and assigns a perpetual, exclusive easement appurtenant to Parcel A for the purpose of using, operating, maintaining, inspecting and locating the Railway Track on the property legally described in the attached Exhibit F (the "**Rail Easement**"). The Owner of Parcel B shall not build, construct, erect or place, or cause others to build, construct, erect or place any buildings or other improvements over the Rail Easement, and shall not otherwise interfere with the rights granted the Owner of Parcel A in this Agreement without the prior consent of the Owner of Parcel A. In addition, the Owner of Parcel B hereby grants the Owner of Parcel A, its tenants, agents, employees and invitees, successors and assigns a perpetual, non exclusive easement over and across Parcel B for access to, expanding, upgrading, using, operating, repairing, relocating, renewing and maintaining the Rail Easement (the "Access Easement"); provided however, that the Owner of Parcel A agrees not to interfere with the Owner of Parcel B's use and enjoyment of Parcel B.

3.2 MAINTENANCE OF RAIL EASEMENT. The Owner of Parcel A, at its sole cost and expense, shall be solely responsible for the upkeep and maintenance of the Rail Easement, including but not limited to the repair, reconstruction and replacement of the Railway Track and the removal of debris, ice and snow from the Rail Easement. Any such maintenance shall be performed without any damage to the Owner of Parcel B's property, including but not limited to subsidence of land and without any interference to the operation of the Owner of Parcel B's business.

3.3 INDEMNITY. The Owner of Parcel A shall provide for the safety of all persons using the Rail Easement, the Access Easement and the Construction Easement (as hereinafter defined) or the improvements installed thereon. The Owner of Parcel B shall not be responsible for or held liable for the maintenance and repair of the Rail Easement. To the fullest extent permitted by law, the Owner of Parcel A hereby agrees to indemnify, defend and hold the Owner of Parcel B harmless from any and all liens, costs, expenses (including attorneys' fees), losses, claims, liabilities or damages as a result of, or in any way connected to, the Owner of Parcel A's acts or omissions in connection with its use, maintenance and repair of the Rail Easement, the Access Easement and the Construction Easement; provided however, that the Owner of Parcel A shall not be responsible for any claims, liabilities or damages resulting solely from the intentional, willful or negligent acts of the Owner of Parcel B. The Owner of Parcel B

acknowledges that installing Railway Tracks on the Rail Easement provides some risk that damage may occur in the course of train operations. Therefore, notwithstanding anything contained herein to the contrary, the Owner of Parcel B hereby releases the Owner of Parcel A, its successors and assigns, from any loss, damage, claim, costs, expenses (including attorneys' fees) as a result of any derailments or other accidents of similar catastrophic nature, from the activities of the Owner of Parcel A's railroad in the ordinary course of its operations; provided that such release shall not apply to any negligence, intentional misconduct or wilfull negligence of the Owner of Parcel A.

3.4 LIENS. The Owner of Parcel A shall not permit any claim, lien, or other encumbrance arising from the use of the Railway Easement, the Access Easement and the Construction Easement to accrue against or attach to Parcel B or the interest of the Owner of Parcel B in adjacent lands.

3.5 INSURANCE. Upon the completion of the Railway Track, the Owner of Parcel A shall deliver or cause to be delivered to the Owner of Parcel B a certified copy of an insurance policy or policies (or certificates of insurance) naming the Owner of Parcel B as an additional insured and containing such terms reasonably acceptable to the Owner of Parcel B. Coverage shall be initially provided with limits of liability in the amount of Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, death and property damage with an aggregate limit of Five Million Dollars (\$5,000,000) per year to insure (to the extent available) the indemnity obligations assumed by the Owner of Parcel A hereunder. The coverage limits shall be increased every five (5) years by a percentage equal to the increase in the CPI over such five (5) year period. For purposes hereof, the term "CPI" shall mean the Consumer Price Index for All Urban Consumers- All Items (Chicago, Cook County) or comparable index of inflation adopted by a written agreement of both parties. The insurance specified herein shall be with a reputable insurance company authorized to do business in Illinois and shall not be cancellable without 30 days prior written notice to the Owner of Parcel B. The parties reserve the right to change the insurance requirements contained herein as reasonably required to reflect changes in law, claims and accident experience. Notwithstanding anything herein to the contrary, the Owner of Parcel A may at its option, self insure all of the foregoing insurance requirements and if it chooses to do so shall provide the Owner of Parcel B with a self insurance letter or certificate in lieu of insurance.

3.6 DURATION. The Rail Easement shall last until such time as the Owner of Parcel A abandons the Railway Tracks for a period of five (5) years through continuous non-use. Upon such termination for non-use over a period of five (5) years, the Owner of Parcel A agrees to remove the railway improvements and to execute and deliver to the Owner of Parcel B a quit claim deed terminating its rights hereunder. Nothing contained in this Agreement shall be deemed a gift or dedication of the any portion of the Railway Easement or the Railway Tracks to the general public or for any public purpose whatsoever.

**ARTICLE IV
TERMPORARY CONSTRUCTION EASEMENT**

4.1 ADDITIONAL UNDERTAKINGS. In addition to constructing the Railway Track and Road, the Owner of Parcel A shall, at its own cost and expense, undertake the following additional construction work: (a) remove the building located on the former Tonkovich property on Parcel A; (b) remove any fences currently located in the Road Easement area; (c) pay reasonable costs associated with relocating electrical service to Owner of Parcel B, as necessary to accommodate the access route, as depicted on the attached Exhibit C; (d) construct and install a fence from what used to be Commercial Avenue to the eastern boundary of the Road Easement; (e) install a gate at the new entrance at 155th Street and (f) place a barrier at the corner of the building located on Parcel B to protect it from damage due to the Road Easement (together with the construction of the Railway Tracks and the Road, these projects are referred to hereinafter collectively as the "**Work**").

4.2 GRANT OF TEMPORARY CONSTRUCTION EASEMENT. The Owner of Parcel B hereby grants the Owner of Parcel A, its agents, employees, contractors, subcontractors and vendors a temporary easement in gross to enter upon and cross over Parcel B and to carry out the Work (the "**Construction Easement**"). The Owner of Parcel A covenants and agrees that the Construction Easement will be used, and the Work will be performed and completed, in compliance with all applicable laws, statutes, ordinances and governmental rules, regulations and requirements.

4.3 DURATION. The Construction Easement shall terminate on the earlier of (a) the completion of the Work or (b) December 31, 1999; provided that the parties may extend the Construction Easement's duration by recording in the public record a written extension executed by both parties.

4.4 USE OF PARCEL B. The Owner of Parcel A covenants and agrees that it shall use reasonable efforts to avoid causing any damage to, or interference with, any improvements on Parcel B during the Work and to minimize any disruption or inconvenience to the Owner of Parcel B. The Owner of Parcel A further covenants and agrees that, at its sole cost and expense, it shall remove all debris and garbage located on Parcel B as a result of the Work.

4.5 DUTY TO REPAIR, REPLACE AND RESTORE. The Owner of Parcel A covenants and agrees that after the Work has been completed, the Owner of Parcel A will, at the Owner of Parcel A's sole cost and expense, promptly remove its construction equipment and materials from Parcel B and will repair, replace and restore Parcel B to the condition of Parcel B as of the date of this Agreement. The repair, replacement and restoration work includes, without limitation, the repair or replacement of any structures, driveways, fences, landscaping, utility lines, or other improvements on Parcel B that were damaged, removed or destroyed by the Owner of Parcel A, its agents, employees, contractors or subcontractors. The Owner of Parcel A shall ensure that the sewer lines and drainage routes will not be materially impacted as a result of the Work.

**ARTICLE V
MISCELLANEOUS**

5.1 ENVIRONMENTAL INDEMNITY. The parties hereto shall indemnify, defend, protect and hold each other and their officers, directors, partners, agents and employees harmless from and against any and all actual or potential claims, proceedings, lawsuits, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses, including, without limitation, reasonable attorneys' fees and costs, that arise out of or relate in any way to the other party's use, storage, transfer, generation, disposal or discharge of Hazardous Materials in connection with the Work or use of the easements granted herein. This indemnity shall survive the termination of this Agreement. As used in this Agreement, "Hazardous Materials" means:

- (a) All substances, wastes, pollutants, contaminants and materials now or hereafter regulated, or defined or designated as hazardous, extremely or imminently hazardous, dangerous, or toxic, under the following federal statutes and their state counterparts, as well as these statutes' implementing regulations: the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 et seq.; the Atomic Energy Act of 1954, 42 U.S.C. § 2011 et seq.; and the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq.;
- (b) Any additional hazardous substances or materials that are now or become defined as "hazardous substances," "hazardous waste," "toxic substances" or "toxic waste" under any other federal law or under any state, county, municipal or other law applicable to the Easement Property or under any regulations promulgated under any such law;
- (c) Petroleum and petroleum products including crude oil and any fractions thereof;
- (d) Asbestos; and
- (e) Natural gas, synthetic gas, and any mixtures thereof.

5.2 DIVISION OF PARCELS. If Parcel A and/or Parcel B is hereafter divided into two or more parts by separation of ownership or by lease, all such parts shall enjoy the benefits and burdens of the easements created by this Agreement.

5.3 COVENANTS RUNNING WITH THE LAND. All provisions of this Agreement and the easements created hereunder, including the benefits and the burdens, run with the land constituting Parcel A and Parcel B respectively and are

binding on, benefit and inure to the heirs, assigns, transferees, successors, tenants, invitees and personal representatives of the parties hereto.

5.4 TRANSFER OF OWNERSHIP. Whenever a transfer of ownership of Parcel A and/or Parcel B takes place, the transferor shall assume no liabilities for breach of covenant occurring thereafter. Any transferee shall automatically assume and be bound by the burdens and obligations hereunder running with the land to the owner of the parcel or portion thereof being transferred.

5.5 NO CONFLICTING GRANTS. The Owner of Parcel A and the Owner of Parcel B agree that they shall not grant to others any rights or interests in Parcel B or Parcel A which are inconsistent with the rights and interests granted in this Agreement, and all rights and interests hereafter granted to others in Parcel A or Parcel B shall be subject to the rights and interests granted in this Agreement.

5.6 ATTORNEYS' FEES. Either party may enforce this Agreement by appropriate action, and should that party prevail in such litigation, it shall recover as part of its costs a reasonable attorneys' fee.

5.7 CONSTRUCTION. The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment is carried out.

5.8 NOTICE. Any notice, demand, request or other communication which either party hereto may be required or may desire to give under this Agreement shall be in writing and shall be deemed to have been properly given if (a) hand delivered (effective upon delivery), (b) mailed by United States registered or certified mail, postage prepaid, return receipt requested (effective one (1) day after delivery to such courier), (c) sent by a nationally recognized overnight delivery service or (d) sent by facsimile (effective upon confirmation of transmission), in each case, addressed as follows:

If to the Owner of Parcel A:

Grand Trunk Western Railroad Corporation
2800 Livernois, Suite 220
Troy, Michigan 48083
Attn: Robert Malone
Telecopy Number: 1-248-740-6089

With a copy to:

Hopkins & Sutter
Three First National Plaza, Suite 4200
Chicago, Illinois 60602
Attn: Douglas S. Buck
Telecopy Number: (312) 558-9281

If to the Owner of Parcel B:

Bliss & Laughlin Steel Company
281 East 155th Street
Harvey, IL 60426
Telecopy Number: (708) 333-9690

With a copy to:

McDonald, Hopkins, Burke & Haber
2100 Bank One Center
600 Superior Avenue, East
Cleveland, Ohio 44114
Attn: Andy Gardner
Telecopy Number: 1-216-348-5474

or to such other or additional addresses as either party might designate by written notice to the other party.

5.9 ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties relative to the subject matter hereof and supercedes any and all prior or contemporaneous understandings, representations, warranties and agreements relative to such subject matter.

5.10 COUNTERPARTS. This Agreement 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.

5.11 WARRANTIES OF TITLE. Each party hereto warrants that they have good and merchantable fee simple title to Parcel A and Parcel B, as the case may be, and release all dower, homestead and any and all other marital rights thereto, all of which are waived with respect to this easement.

5.12 EXHIBITS The parties shall agree to the form of Exhibits C and D within sixty (60) of execution of this Agreement, but such delay shall not effect the enforceability of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this instrument on the date first written above.

THE OWNER OF PARCEL A:

GRAND TRUNK WESTERN RAILROAD
CORPORATION, a Delaware corporation

[Signature]

By: MANAGER

Its: CANADIAN NATIONAL RAILWAY

PROPERTIES INC.

THE OWNER OF PARCEL B:

BLISS & LAUGHLIN STEEL COMPANY,
a Illinois corporation

[Signature]

By: [Signature]

Its: VEP-GM- REPUBLIC TECHNOLOGIES

PRESIDENT - BLISS & LAUGHLIN

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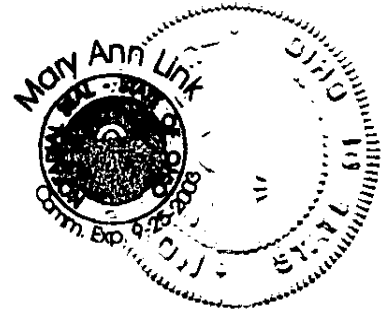
State of Ohio)
County of Summit) ss

I, Mary Ann Link, a Notary Public in and for said county and state, do hereby certify that JG. Asimov personally known to me to be the same person whose name is subscribed to the foregoing instrument as President of Bliss + Laughlin Steel Co., appeared before me this day in person, and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15th day of September, 1999.

My commission expires: 9/25/03

Mary Ann Link
Notary Public



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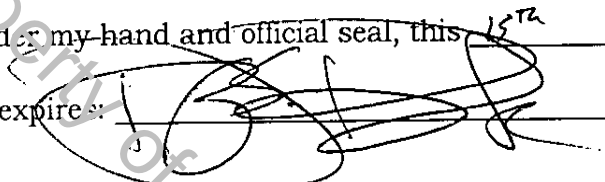
State of Illinois

)
) ss
)

County of Cook

I, DOUGLAS S. BUCK, a Notary Public in and for said county and state, do hereby certify that Robert Malone personally known to me to be the same person whose name is subscribed to the foregoing instrument as Leasel Sales Manager of GTW appeared before me this day in person, and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15th day of Sept, 1999.

My commission expires: 



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EXHIBIT A

[Parcel A]

THAT PART OF BLOCK 1 THE BUDA COMPANY'S SUBDIVISION OF PART OF THE COUNTY CLERK'S SUBDIVISION OF UNSUBDIVIDED LANDS IN THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF BLOK 1 (BEING ALSO THE EASTERLY LINE OF COMMERCIAL AVENUE) WITH A LINE 440.86 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 17, THENCE EAST ALONG SAID LINE 440.86 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 17, A DISTANCE OF 265.96 FEET TO THE NORTHEAST CORNER OF A BRICK BUILDING, THENCE SOUTH ALONG A LINE FORMING AN ANGLE OF 89 DEGREES, 41 MINUTES, 50 SECONDS FROM EAST TO SOUTH WITH LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 32.16 FEET TO A LINE 408.70 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF NORTHEAST 1/4 OF SECTION 17, THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 279.01 FEET TO THE NORTHWESTERLY LINE OF SAID BLOK 1: THENCE NORTHWESTERLY ON THE LAST DESCRIBED LINE A DISTANCE OF 84.70 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN 29-17-214-028

Together with

Lot 1 in Anchor Abrasives, Inc., a resubdivision in the North East 1/4 of Section 17, Township 36 North, Range 14, East of the Third Principal Meridian, recorded February 6, 1989, as Document No. 89056155, in Cook County, Illinois

Commonly known as 15335 Commercial Avenue, Harvey, Illinois

PIN 29-17-214-029

And

Lots 2, 3 and 4 in Anchor Abrasives, Inc., a resubdivision in the North East 1/4 of Section 17, Township 36 North, Range 14, East of the Third Principal Meridian, recorded February 6, 1989, as Document No. 89056155, in Cook County, Illinois

Commonly known as 15400 Commercial Avenue, Harvey, Illinois

PIN 29-17-214-030

PIN 29-17-214-031

PIN 29-17-214-032

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EXHIBIT B

[Parcel B]

PARCEL 1:

BLOCKS 1 AND 3 IN THE BUDA COMPANY'S SUBDIVISION OF PART OF THE COUNTY CLERK'S SUBDIVISION OF UNSUBDIVIDED LANDS IN THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPT THAT PART OF SAID BLOCK 1, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF BLOCK 1 WITH A LINE 440.86 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 17, SAID POINT BEING 230.80 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF BLOCK 1, AS MEASURED ALONG SAID NORTHWESTERLY LINE OF BLOCK 1; THENCE EAST ALONG SAID LINE 440.86 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 17, A DISTANCE OF 265.96 FEET TO THE NORTHEAST CORNER OF A BRICK BUILDING; THENCE SOUTH ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 41 MINUTES 50 SECONDS FROM EAST TO SOUTH WITH LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 27.07 FEET; THENCE EAST ALONG A STRAIGHT LINE, A DISTANCE OF 517.81 FEET TO A POINT 416.53 FEET NORTH FROM THE SAID SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 17, AS MEASURED BY RIGHT ANGLES TO SAID SOUTH LINES; THENCE NORTH ALONG A STRAIGHT LINE, PERPENDICULAR TO LAST DESCRIBED LINE A DISTANCE OF 42.07 FEET; THENCE EAST ALONG A STRAIGHT LINE, PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 92.49 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE, FORMING AN ANGLE EAST TO THE SOUTHEAST OF 8 DEGREES 45 MINUTES 17 SECONDS WITH LAST DESCRIBED LINE, DISTANCE OF 45.03 FEET; THENCE SOUTHEASTERLY ALONG A CURVED LINE, CONVEX TO THE NORTHEAST, TANGENT TO LAST DESCRIBED STRAIGHT LINE AND HAVING A RADIUS OF 383.07 FEET, A DISTANCE OF 229.42 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID BLOCK 1, SAID POINT BEING 23.06 FEET NORTHWESTERLY OF THE MOST EASTERLY CORNER OF SAID BLOCK 1, AS MEASURED ALONG SAID NORTHEASTERLY LINE; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE OF BLOCK 1, A DISTANCE OF 846.82 FEET; THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE OF BLOCK 1, BEING A CURVED LINE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 1306.57 FEET A DISTANCE OF 309.36 FEET TO THE NORTHERLY CORNER OF SAID BLOCK 1; THENCE SOUTHWESTERLY ALONG THE AFORESAID NORTHWESTERLY LINE OF BLOCK 1, BEING ALSO THE EASTERLY LINE OF COMMERCIAL AVENUE, A DISTANCE OF 774.36 FEET TO THE POINT OF BEGINNING; AND ALSO EXCEPT THAT PART OF SAID BLOCK 1, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 266.50 FEET NORTH, MEASURED AT RIGHT ANGLES, FROM THE SAID SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 17 AND WHICH IS 339 FEET EAST OF THE INTERSECTION OF SAID SOUTH LINE OF THE NORTHEAST 1/4 AND THE EASTERLY LINE OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD; THENCE NORTH ALONG A LINE WHICH IS AT RIGHT ANGLES TO SAID SOUTH LINE OF THE NORTHEAST 1/4, A DISTANCE OF 9.70 FEET; THENCE WEST ALONG A LINE PARALLEL WITH SAID SOUTH LINE 163.05 FEET TO THE EASTERLY LINE OF COMMERCIAL AVENUE; THENCE IN A SOUTHWESTERLY DIRECTION ALONG SAID EASTERLY LINE OF COMMERCIAL AVENUE 53.25 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 1, SAID POINT BEING 244.92 FEET NORTHEASTERLY OF THE SAID SOUTH LINE OF THE NORTHEAST 1/4 AS MEASURED ALONG SAID EASTERLY LINE OF COMMERCIAL AVENUE; THENCE NORTHEASTERLY ALONG A CURVED LINE, CONVEX TO THE NORTH, AND HAVING A

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RADIUS OF 800 FEET, A DISTANCE OF 194.96 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS, AND ALSO EXCEPT THAT PART OF SAID BLOCK 1, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF BLOCK 1 (BEING ALSO THE EASTERLY LINE OF COMMERCIAL AVENUE) WITH A LINE 440.86 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 17, THENCE EAST ALONG SAID LINE 440.86 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 17, A DISTANCE OF 265.96 FEET TO THE NORTHEAST CORNER OF A BRICK BUILDING, THENCE SOUTH ALONG A LINE FORMING AN ANGLE OF 89 DEGREES, 41 MINUTES, 50 SECONDS FROM EAST TO SOUTH WITH LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 32.16 FEET TO A LINE 408.70 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 279.01 FEET TO THE NORTHWESTERLY LINE OF SAID BLOCK 1; THENCE NORTHEASTERLY ON THE LAST DESCRIBED LINE A DISTANCE OF 34.70 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 1 OF EUDA COMPANY'S SUBDIVISION OF PART OF THE COUNTY CLERK'S SUBDIVISION OF UNSUBDIVIDED LANDS IN THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE EASTERLY LINE OF COMMERCIAL AVENUE AND 244.92 FEET NORTHEASTERLY FROM THE SOUTH LINE OF SAID NORTHEAST 1/4; THENCE NORTHEASTERLY ALONG SAID EAST LINE OF SAID COMMERCIAL AVENUE, A DISTANCE OF 53.25 FEET; THENCE EASTERLY ALONG A LINE A DISTANCE OF 163.05 FEET; THENCE SOUTH A DISTANCE OF 9.7 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX TO THE NORTH HAVING A RADIUS OF 800 FEET FOR A DISTANCE OF 194.96 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

PARCEL 3:

LOTS 11, 13, 14, AND 15 IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF THE ILLINOIS CENTRAL RAILROAD, ACCORDING TO THE PLAN RECORDED MAY 29, 1895 IN BOOK 61 OF PLATS PAGE 46 AS DOCUMENT 2222480

PARCEL 4:

ALL THAT PORTION OF LOT 12 BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT ON THE NORTH SIDE OF 155TH STREET WHERE THE WESTERLY LINE OF THE RIGHT OF WAY OF THE CALUMET TERMINAL RAILROAD (NOW BALTIMORE AND OHIO CHICAGO

TERMINAL RAILROAD) INTERSECTS SAID STREET RUNNING ALONG SAID WESTERN LINE OF SAID RIGHT OF WAY IN A NORTHWESTERLY DIRECTION A DISTANCE OF 208.4 FEET; THENCE WESTERLY A DISTANCE OF 87 FEET TO THE NORTHEAST CORNER OF LOT 11 OF SAID UNSUBDIVIDED LANDS; THENCE SOUTH A DISTANCE OF 47.5 FEET; THENCE EASTERLY ALONG THE NORTH LINE OF LOTS 13 AND 14 OF SAID UNSUBDIVIDED LANDS A DISTANCE OF 103.7 FEET; THENCE SOUTHEASTERLY ALONG THE NORTHEAST BOUNDARY LINE OF SAID LOT 14 A DISTANCE OF 36.2 FEET; THENCE SOUTH ALONG THE EASTERN BOUNDARY LINE OF SAID LOT 14 TO THE NORTH LINE OF 155TH STREET; THENCE EAST ALONG SAID NORTH LINE OF 155TH STREET A DISTANCE OF 79.23 FEET TO THE PLACE OF BEGINNING IN THE COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN THE NORTHEAST 1/4 OF SECTION 17 AFORESAID, ACCORDING TO PLAT RECORDED MAY 22, 1895 IN BOOK 61 OF PLATS PAGE 46 AS DOCUMENT 2222480

PARCEL 5:

A PORTION OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF LOT 11 OF COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LAND IN THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE ILLINOIS CENTRAL RAILROAD, WHICH POINT IS 172.5 FEET SOUTH OF THE NORTH LINE OF SAID LOT 11; THENCE SOUTH ALONG SAID WEST LINE EXTENDED FOR A DISTANCE OF 8.27 FEET; THENCE 400.00 FEET EASTERLY ALONG A LINE APPROXIMATELY PARALLEL TO THE CENTER LINE OF 155TH STREET; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 11 EXTENDED 8.42 FEET TO A POINT 172.5 FEET SOUTH OF THE NORTH LINE OF SAID LOT 11; THENCE WEST 400.00 FEET, MORE OR LESS, ALONG THE NORTH LINE OF 155TH STREET TO PLACE OF BEGINNING ALL IN THE CITY OF HARVEY, ALL IN COOK COUNTY, ILLINOIS

PARCEL 6:

THAT PART OF LOT 12 LYING NORTH OF THE NORTH LINE OF LOT 11 AND NORTH OF SAID NORTH LINE OF LOT 11 EXTENDED EAST TO THE WEST LINE OF CHICAGO CENTRAL AND CALUMET TERMINAL RAILROAD (NOW BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD) RIGHT OF WAY IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND EAST OF THE ILLINOIS CENTRAL RAILROAD, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF THE RIGHT OF WAY OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD, 208.4 FEET NORTHWESTERLY FROM THE POINT OF INTERSECTION OF THE WEST LINE OF SAID RIGHT OF WAY WITH THE NORTH LINE OF 155TH STREET AND MEASURED ALONG THE WEST LINE OF SAID RIGHT OF WAY; THENCE WEST ALONG A LINE PARALLEL TO SAID NORTH LINE OF 155TH STREET A DISTANCE OF 168 FEET; THENCE NORTH ALONG A LINE AT RIGHT ANGLES TO SAID NORTH LINE OF 155TH STREET, 129.43 FEET; THENCE EAST ALONG A STRAIGHT LINE 41.8 FEET, MORE OR LESS, TO THE AFOREMENTIONED WEST RIGHT OF WAY LINE OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD; THENCE SOUTHEASTERLY ALONG SAID

WESTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 7:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

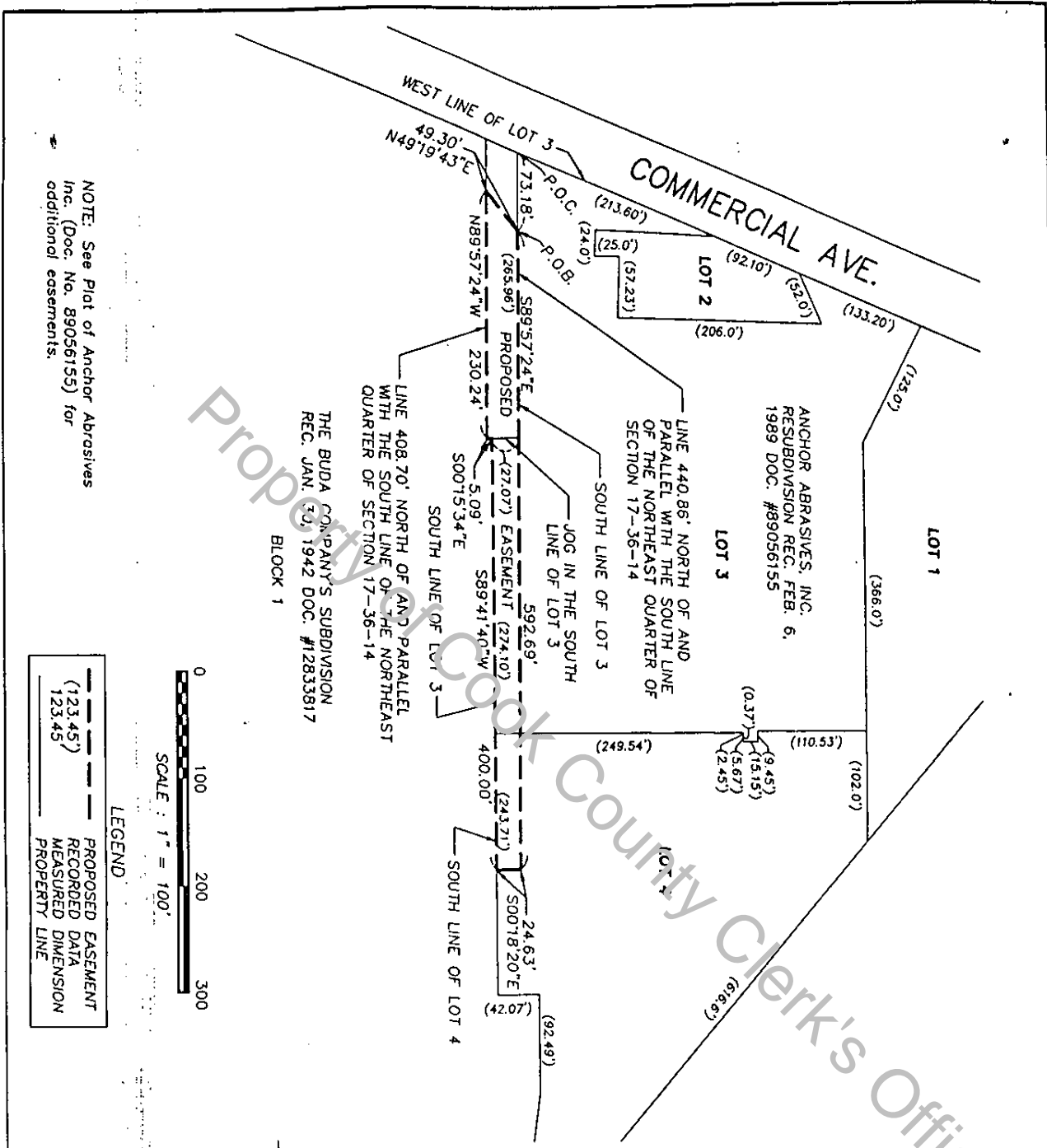
BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE SAID NORTHEAST 1/4 AND THE EAST LINE OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD, RUNNING THENCE EAST ALONG SAID SOUTH LINE 843.48 FEET; THENCE NORTH AT RIGHT ANGLES TO SAID SOUTH LINE 150 FEET; THENCE EAST ON A LINE PARALLEL TO SAID SOUTH LINE 174.24 FEET; THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE 250 FEET; THENCE WEST ALONG A LINE PARALLEL TO SAID SOUTH LINE 850.36 FEET, TO THE EAST LINE OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD; THENCE SOUTHWESTERLY ALONG THE SAID RIGHT OF WAY LINE TO THE PLACE OF BEGINNING (EXCEPTING THOSE PARTS THEREOF FALLING IN LOTS 1 AND 3 IN THE BUDA COMPANY'S SUBDIVISION OF PART OF THE COUNTY CLERK'S SUBDIVISION OF UNSUBDIVIDED LANDS IN THE NORTHEAST 1/4 OF SAID SECTION 17, AND EXCEPTING THOSE PARTS THEREOF FALLING WITHIN COMMERCIAL AVENUE AND 155TH STREET), IN COOK COUNTY, ILLINOIS

Permanent Tax Index Numbers

29-17-214-015-0000

29-17-214-021-0000

29-17-214-027-0000

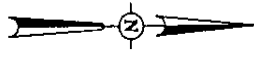


NOTE: See Plat of Anchor Abrasives Inc. (Doc. No. 89056155) for additional easements.

THE BUDA COMPANY'S SUBDIVISION
REC. JAN. 30, 1942 DOC. #12833817
BLOCK 1



---	PROPOSED EASEMENT
---	RECORDED DATA
---	MEASURED DIMENSION
---	PROPERTY LINE



That part of Block 1 in The Buda Company's Subdivision of p. the County Clerk's Subdivision of unsubdivided lands in the Northeast Quarter of Section 17, Township 36 North, Range 1 of the Third Principal Meridian, according to the plat thereof recorded January 30, 1942 as Document Number 12833817, also, that part of Lots 3 and 4 in Anchor Abrasives, Inc., a resubdivision of part of Block 1 in The Buda Company's Subd aforesaid, according to the plat thereof recorded February 6, as Document Number 89056155, all in Cook County, Illinois, described as follows:

Commencing at the most westerly southwest corner of said lot thence on an assumed bearing of South 89 degrees 57 minutes East along the most northerly south line of said lot distance of 73.18 feet to the point of beginning; thence south 89 degrees 57 minutes 24 seconds East along said section line and its easterly extension 592.69 feet; thence South 00 degrees 18 minutes 20 seconds East 24.65 feet to the most southerly south line of said lot 4; thence South 89 degrees 40 minutes West along said south line and the most southerly south line of said lot 3; a distance of 400.00 feet most southerly southwest corner of said lot 3; thence South degrees 15 minutes 34 seconds East 5.09 feet to a line 40E feet north of and parallel with the south line of said Quarter Section; thence North 89 degrees 57 minutes 24 seconds West along said parallel line 230.24 feet; thence North 49 degrees minutes 43 seconds East 49.30 feet to the point of beginning. Said parcel containing 0.394 Acres (17,142 square feet), more less.

STATE OF ILLINOIS
COUNTY OF WILL

THIS IS TO CERTIFY THAT I, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE PROPERTY DESCRIBED IN THE ABOVE CAPTION AS SHOWN BY THE ANNEXED PLAT WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY GIVEN UNDER MY HAND AND SEAL AT LOCKPORT, ILLINOIS, THIS 11 DAY OF MAY 1999.

BARBARA J. BAIRD, ILLINOIS LAND SURVEYOR NO. 2222

NOTE: REFER TO TITLE POLICY FOR BUILDING AND EASEMENT RESTRICTIONS.

PT. NE 1/4 SEC. 17-36-14, THORNTON, TWP., COOK C

BAIRD & COMPANY LAND SURVEYORS
AT THE HISTORIC RAILROAD DEPOT
133 WEST THIRTIETH STREET
LOCKPORT, ILLINOIS 60441 (815) 838-2897

CLARK DIETZ
216 SOUTH JEFFERSON STREET, SUITE 303
CHICAGO, ILLINOIS 60661
ATTN: GEORGE KRUPA

SCALE: 1" = 100'
DATE: 7-19-99
DRAWN:
REF: FBI
DWG#: 19

#3306 CNE

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EXHIBIT D

[Legal Description of Road Easement]

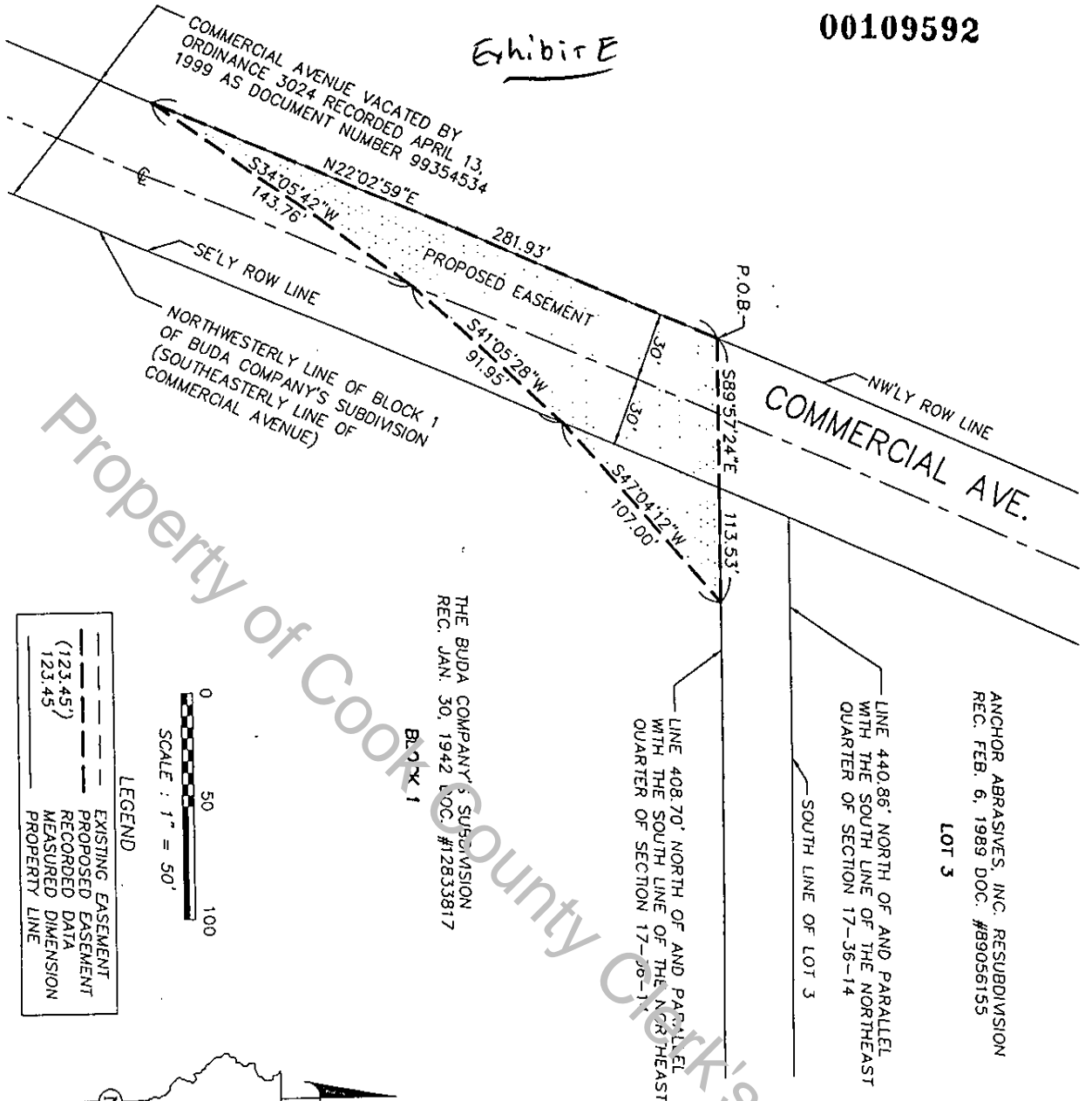
That part of Block 1 in The Buda Company's Subdivision of part of the County Clerk's Subdivision of unsubdivided lands in the Northeast Quarter of Section 17, Township 36 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded January 30, 1942 as Document Number 12833817, and also, that part of Lots 3 and 4 in Anchor Abrasives, Inc., a resubdivision of Part of Block 1 in The Buda Company's Subdivision aforesaid, according to the Plat thereof recorded February 6, 1989 as Document Number 89056155, all in Cook County, Illinois; described as follows:

Commencing at the most westerly southwest corner of said lot 3; thence on an assumed bearing of South 89 degrees 57 minutes 24 seconds East along the most northerly south line of said lot 3 a distance of 73.18 feet to the point of beginning; thence continuing South 89 degrees 57 minutes 24 seconds East along said south line and its easterly extension 592.59 feet; thence South 00 degrees 18 minutes 20 seconds East 24.63 feet to the most southerly south line of said lot 4; thence South 89 degrees 41 minutes 40 seconds West along said south line and the most southerly south line of said lot 3, a distance of 400.00 feet to the most southerly southwest corner of said lot 3; thence South 00 degrees 15 minutes 34 seconds East 5.09 feet to a line 408.70 feet north of and parallel with the south line of said Quarter Section; thence North 89 degrees 57 minutes 24 seconds West along said parallel line 23.24 feet; thence North 49 degrees 19 minutes 43 seconds East 49.30 feet to the point of beginning.

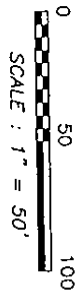
Said parcel containing 0.394 Acres (17,142 square feet), more or less.

00109592

Exhibit E



---	EXISTING EASEMENT
---	PROPOSED EASEMENT
---	RECORDED DATA
---	MEASURED DIMENSION
---	PROPERTY LINE



THE BUDA COMPANY'S SUBDIVISION
REC. JAN. 30, 1942 LOC. #12833817
BLOCK 1

ANCHOR ABRASIVES, INC. RESUBDIVISION
REC. FEB. 6, 1989 DOC. #89056155
LOT 3

LINE 440.86' NORTH OF AND PARALLEL
WITH THE SOUTH LINE OF THE NORTHEAST
QUARTER OF SECTION 17-36-14

SOUTH LINE OF LOT 3

LINE 408.70' NORTH OF AND PARALLEL
WITH THE SOUTH LINE OF THE NORTHEAST
QUARTER OF SECTION 17-36-14

Plat of Easement

~ LEGAL DESCRIPTION ~

That part of Block 1 in The Buda Company's Subdivision of part of the County Clerk's Subdivision of un subdivided lands in the Northeast Quarter of Section 17, Township 36 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded January 30, 1942 as Document Number 12833817, and also, that part of Commercial Avenue vacated per Ordinance 3024 recorded April 13, 1999 as Document Number 99354534, all in Cook County, Illinois; described as follows:

Beginning at the intersection of the northwesterly right of way line of said Commercial Avenue with a line 408.70 feet north of and parallel with the south line of the Northeast Quarter of said Section 17; thence on an assumed bearing of South 89 degrees 57 minutes 24 seconds East along said parallel line 113.55 feet; thence South 47 degrees 04 minutes 12 seconds West 107.00 feet to the southeasterly right of way line of said Commercial Avenue; thence South 41 degrees 05 minutes 28 seconds West 91.95 feet to the centerline of said Commercial Avenue; thence South 34 degrees 05 minutes 42 seconds West 143.76 feet to the northwesterly right of way line of said Commercial Avenue; thence North 22 degrees 02 minutes 59 seconds East along said northwesterly right of way line 281.93 feet to the point of beginning.

Said parcel containing 0.271 Acres (11,793 square feet), more or less.

STATE OF ILLINOIS
COUNTY OF WILL

THIS IS TO CERTIFY THAT I, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE PROPERTY DESCRIBED IN THE ABOVE CAPTION AS SHOWN BY THE ANNEXED PLAT WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY, GIVEN UNDER MY HAND AND SEAL AT LOCKPORT, ILLINOIS, THIS 11 DAY OF MAY 1999.

Thomas E. Baumgartner
THOMAS E. BAUMGARTNER, ILLINOIS LAND SURVEYOR NO. 3142

#3306 CNE	PT. NE 1/4 SEC. 17-36-14, THORNTON, TWP., COOK CO., IL
BAIRD & COMPANY	LAND SURVEYORS
AT THE HISTORIC RAILROAD DEPOT	
133 WEST THIRTEENTH STREET	
LOCKPORT, ILLINOIS 60441 (815) 838-2897	
CLARK DIETZ	DATE: 5-11-
216 SOUTH JEFFERSON STREET, SUITE 303	DRAWN: TEB
CHICAGO, ILLINOIS 60661	REF: FB516P
ATTN: GEORGE KRUPA	DWG#: 199-9C

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00109592

EXHIBIT F

[Legal Description of Rail Easement]

That part of Block 1 in The Buda Company's Subdivision of part of the County Clerk's Subdivision of unsubdivided lands in the Northeast Quarter of Section 17, Township 36 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded January 30, 1942 as Document Number 12833817, and also, that part of Commercial Avenue vacated per Ordinance 3024 recorded April 13, 1999 as Document Number 99354534, all in Cook County, Illinois; described as follows:

Beginning at the intersection of the northwesterly right of way line of said Commercial Avenue with a line 408.70 feet north of and parallel with the south line of the Northeast Quarter of said Section 17; thence on an assumed bearing of South 89 degrees 57 minutes 24 seconds East along said parallel line 113.53 feet; thence South 47 degrees 04 minutes 12 seconds West 107.00 feet to the southeasterly right of way line of said Commercial Avenue; thence South 41 degrees 05 minutes 28 seconds West 91.95 feet to the centerline of said Commercial Avenue; thence South 34 degrees 05 minutes 42 seconds West 143.76 feet to the northwesterly right of way line of said Commercial Avenue; thence North 22 degrees 02 minutes 59 seconds East along said northwesterly right of way line 281.93 feet to the point of beginning.

Said parcel containing 0.271 Acres (11,793 square feet), more or less.

This instrument prepared by
and after recording return to:

Douglas Buck
Hopkins & Sutter
Suite 4300
Three First National Plaza
Chicago, Illinois 60602