



Doc#: 0704741094 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/16/2007 12:57 PM Pg: 1 of 15

This Instrument Prepared By
And After Recording Return To:

Arlene B. Richman, Esq.
Latham & Watkins LLP
Sears Tower, Suite 5800
233 South Wacker Drive
Chicago, Illinois 60606-6401

[SPACE ABOVE THIS LINE FOR THE RECORDER'S PURPOSES]

PROPERTY USE RESTRICTION AGREEMENT

This PROPERTY USE RESTRICTION AGREEMENT ("Agreement") is made as of this 24th day of February, 2007 by and between WHITEHORSE PROPERTIES, INC., an Illinois Corporation ("Whitehorse Parcel Owner"), and DTE CHICAGO FUELS TERMINAL, LLC, a Michigan limited liability company ("DTE Parcel Owner"). Whitehorse Parcel Owner and DTE Parcel Owner are sometimes herein referred to as the "Parties".

WITNESSETH:

A. Whitehorse Parcel Owner is the sole owner of fee simple title to that certain real property legally described on Exhibit A attached hereto (the "Whitehorse Parcel").

B. Simultaneously with the execution hereof, DTE is acquiring fee title from Whitehorse Parcel Owner and Calumet Transload Railroad L.L.C. ("Calumet"), an affiliate of Whitehorse Parcel Owner, of that certain real property legally described on Exhibit B attached hereto (the "DTE Parcel") pursuant to that certain Purchase and Sale Agreement dated August 17, 2006, as amended, by and between the Parties and Calumet (the "Purchase Contract"). The Whitehorse Parcel and the DTE Parcel are herein collectively referred to as the "Properties".

C. Pursuant to the Purchase Contract, Whitehorse Parcel Owner agreed to create certain restrictions with respect to the use and operation of the Whitehorse Parcel, for the benefit of the DTE Parcel upon the closing of the sale of the DTE Parcel to the DTE Parcel Owner.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged by the parties to this Agreement, Whitehorse Parcel Owner and DTE Parcel Owner hereby agree as follows:

15
y

8342825-10

UNOFFICIAL COPY

AGREEMENT:

1. Incorporation of Recitals. The foregoing recital provisions of this Agreement are hereby incorporated in and made a part of this Agreement.

2. Use Restriction. Whitehorse Parcel Owner, for itself and for all future owners of all or any part of the Whitehorse Parcel, hereby agrees and covenants that the Whitehorse Parcel or any part thereof may not and shall not be used for the operation of a facility for the Transloading of Carbon Based Products. For purposes hereof, "Transloading of Carbon-Based Products" shall mean the transportation to a facility of carbon-based products consisting of coal, coke, met coke or pet coke, the storing of such products at such facility and the distribution or transportation from such facility of such carbon-based products.

3. Remedies and Enforcement. In addition to all other remedies available at law or in equity, in the event of a breach by Whitehorse Parcel Owner of any of the terms, covenants, restrictions or conditions hereof, upon the failure of Whitehorse parcel Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof DTE Parcel Owner shall have the right to undertake such cure on behalf of Whitehorse Parcel Owner and be reimbursed by Whitehorse Parcel Owner upon demand for the reasonable costs thereof and, if such reimbursement is not made within thirty (30) days after demand, Whitehorse Parcel Owner shall also pay interest at the prime rate charged from time to time by LaSalle Bank National Association (its successors or assigns) plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Without limitation of the foregoing, Whitehorse Parcel Owner specifically acknowledges that DTE Parcel Owner shall have the right to seek and obtain the equitable remedy of injunction for breach of the use restriction set forth herein as remedies available at law are inadequate to redress such breach.

4. Miscellaneous. (a) All covenants, agreements and restrictions provided for in this Agreement shall be covenants, agreements and restrictions, as applicable, that run with title to the land and shall bind and burden the Whitehorse Parcel and benefit the DTE Parcel. Correspondingly, this Agreement shall bind all successor owners, from time to time, of fee simple title to the Whitehorse Parcel and shall inure to the benefit of all successor owners, from time to time of the DTE Parcel.

(b) This Agreement contains the entire understanding and agreement between the parties hereto concerning the subject matter hereof and supersedes any prior or written or oral agreements between the parties concerning such subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

(c) This Agreement may be changed, modified, amended, or rescinded only by an instrument in writing duly executed and acknowledged by Whitehorse Parcel Owner and DTE Parcel Owner or by the then owners of record fee simple title to each

UNOFFICIAL COPY

parcel of property covered by this Agreement and consented to by all mortgagees which then hold a first mortgage lien against any such parcel or any part thereof.

(d) This Agreement may be executed in any number of counterparts with the same effect as if the Parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but, in making proof hereof, it shall only be necessary to produce one such counterpart.

[No further text on this page.]

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be duly authorized and executed as of the day and year first above written.


Whitehorse Parcel Owner:

DTE Parcel Owner:

WHITEHORSE PROPERTIES, INC.

DTE CHICAGO FUELS TERMINAL, LLC

By: DTE Coal Services, Inc.,
its sole member

By: 
Name: Alan C. Beemsterboer
Title: President

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

[PROPERTY USE RESTRICTION AGREEMENT
SIGNATURE PAGE]

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be duly authorized and executed as of the day and year first above written.

Whitehorse Parcel Owner:

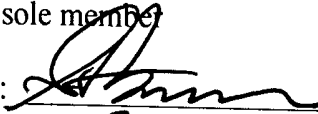
DTE Parcel Owner:

WHITEHORSE PROPERTIES, INC.

DTE CHICAGO FUELS TERMINAL, LLC

By: DTE Coal Services, Inc.,
its sole member

By: _____
Name: Alan C. Beemsterboer
Title: President

By: 
Name: Stephen C. Braverman
Title: Vice President
Corporate Services

REVIEWED
BY: DRJ
LEGAL

Property of Cook County Clerk's Office

[PROPERTY USE RESTRICTION AGREEMENT
SIGNATURE PAGE]

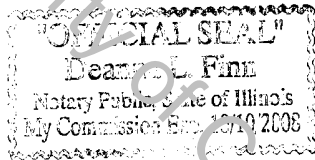
UNOFFICIAL COPY

NOTARY ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in said State, hereby certifies that Alan C. Beemsterboer, whose name as the President of WHITEHORSE PROPERTIES, INC., has signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, as such President and with full authority, he/she executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this 8th day of Feb, 2007.



Deanna L. Finn
 Notary Public

My Commission Expires: 10/10/08

(Seal)

STATE OF _____)
) SS.
 COUNTY OF _____)

The undersigned, a Notary Public in and for said County, in said State, hereby certifies that _____, whose name is the _____ of DTE COAL SERVICES, INC., the sole member of DTE CHICAGO FUELS TERMINAL, LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, as such _____ and with full authority, he/she executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this _____ day of _____, 2007.

 Notary Public

My Commission Expires: _____

(Seal)

[PROPERTY USE RESTRICTION AGREEMENT
 NOTARY PAGE]

UNOFFICIAL COPY

NOTARY ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

The undersigned, a Notary Public in and for said County, in said State, hereby certifies that Alan C. Beemsterboer, whose name as the President of WHITEHORSE PROPERTIES, INC., has signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, as such President and with full authority, he/she executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this 8th day of Feb, 2007.

Notary Public

My Commission Expires: _____

(Seal)

STATE OF Michigan)
) ss.
COUNTY OF Washtenaw)

The undersigned, a Notary Public in and for said County, in said State, hereby certifies that Stephen C. Braverman, whose name as the Vice President of DTE COAL SERVICES, INC., the sole member of DTE CHICAGO FUELS TERMINAL, LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, as such Vice President and with full authority, he/she executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 5th day of February, 2007.



Notary Public

My Commission Expires: July 5, 2011

CATHERINE PAPS
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Jul 5, 2011
ACTING IN COUNTY OF Washtenaw

(Seal)

[PROPERTY USE RESTRICTION AGREEMENT
NOTARY PAGE]

UNOFFICIAL COPY

EXHIBIT A

Legal Description of the Whitehorse Parcel

Common Address: 10740 S. Burley Avenue,
Chicago, Illinois

PIN: Part of 26-18-200-028-0000
26-18-200-027-0000 (Parcel 1)
26-18-200-026-0000 (Parcel 2)

UNOFFICIAL COPY

PARCEL 1:

A TRACT OF LAND BEING PART OF LOT 3 IN THE SUBDIVISION OF THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CALUMET RIVER; TOGETHER WITH THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION, LYING WEST OF THE CALUMET RIVER RAILROAD ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 11, 1899 AS DOCUMENT 2866651; PART OF 108TH STREET, 33.00 FEET WIDE, LYING SOUTH OF AND ADJOINING AFORESAID LOT 3 AND PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18 AFORESAID FALLING WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; THENCE NORTH 00 DEGREE, 14 MINUTES, 58 SECONDS WEST (SAID BEARINGS BASED ON THE BEARING OF THE CALUMET RIVER DOCK LINE BEING NORTH 62 DEGREES, 30 MINUTES, 29 SECONDS EAST AND THE SUBSEQUENT BEARINGS IN THIS DESCRIPTION ARE RELATIVE THERETO), A DISTANCE OF 8.58 FEET ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF SAID NORTHEAST 1/4 OF SECTION 18; THENCE NORTH 89 DEGREES, 18 MINUTES, 29 SECONDS EAST, A DISTANCE OF 42.18 FEET; THENCE NORTH 71 DEGREES, 03 MINUTES, 08 SECONDS EAST, A DISTANCE OF 44.13 FEET; THENCE SOUTH 27 DEGREES, 36 MINUTES EAST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 27 DEGREES, 19 MINUTES, 47 SECONDS EAST, A DISTANCE OF 207.37 FEET; THENCE NORTH 72 DEGREES, 15 MINUTES, 12 SECONDS EAST, A DISTANCE OF 197.30 FEET; THENCE NORTH 62 DEGREES, 29 MINUTES, 25 SECONDS EAST, A DISTANCE OF 170.26 FEET; THENCE NORTH 51 DEGREES, 43 MINUTES 50 SECONDS EAST, A DISTANCE OF 299.25 FEET; THENCE NORTH 62 DEGREES, 30 MINUTES, 29 SECONDS EAST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 27 DEGREES, 29 MINUTES, 31 SECONDS EAST, A DISTANCE OF 30.00 FEET; THENCE NORTH 62 DEGREES, 30 MINUTES, 29 SECONDS EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 27 DEGREES, 29 MINUTES, 31 SECONDS WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 38 DEGREES, 54 MINUTES, 35 SECONDS EAST, A DISTANCE OF 54.79 FEET; THENCE NORTH 27 DEGREES, 36 MINUTES, WEST, A DISTANCE OF 66.25 FEET; THENCE SOUTH 62 DEGREES, 24 MINUTES, WEST, A DISTANCE OF 26.00 FEET; THENCE NORTH 27 DEGREES, 36 MINUTES, WEST, A DISTANCE OF 28.00 FEET; THENCE SOUTH 62 DEGREES, 24 MINUTES WEST, A DISTANCE OF 325.71 FEET; THENCE NORTH 27 DEGREES, 36 MINUTES WEST, A DISTANCE OF 70.00 FEET; THENCE SOUTH 62 DEGREES, 24 MINUTES WEST, A DISTANCE OF 406.29 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND:
THAT PART OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

UNOFFICIAL COPY

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; THENCE NORTH 00 DEGREES, 14 MINUTES, 58 SECONDS WEST (SAID BEARINGS BASED ON THE BEARING OF THE CALUMET RIVER DOCK LINE BEING NORTH 62 DEGREES, 30 MINUTES, 29 SECONDS EAST AND THE SUBSEQUENT BEARINGS IN THIS DESCRIPTION ARE RELATIVE THERETO), A DISTANCE OF 8.58 FEET ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF SAID NORTHEAST 1/4 OF SECTION 18; THENCE NORTH 89 DEGREES, 18 MINUTES, 29 SECONDS EAST, A DISTANCE OF 42.18 FEET; THENCE NORTH 71 DEGREES, 03 MINUTES, 08 SECONDS EAST, A DISTANCE OF 44.13 FEET; THENCE SOUTH 27 DEGREES, 36 MINUTES EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 27 DEGREES 19 MINUTES 47 SECONDS EAST (DEED) SOUTH 26 DEGREES 48 MINUTES 18 SECONDS EAST (MEASURED) 169.16 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 66 DEGREES 01 MINUTES 22 SECONDS EAST (MEASURED) 57.68 FEET; THENCE SOUTH 72 DEGREES 15 MINUTES 12 SECONDS EAST (DEED) SOUTH 72 DEGREES 50 MINUTES 11 SECONDS EAST (MEASURED) 36.99 FEET; THENCE NORTH 27 DEGREES 19 MINUTES 47 SECONDS WEST (DEED) NORTH 26 DEGREES 48 MINUTES 18 SECONDS WEST (MEASURED) 38.49 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

NONEXCLUSIVE PERPETUAL EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 3A AS CREATED BY DEED RECORDED SEPTEMBER 10, 1997 AS DOCUMENT 97667493 MADE BY SPECIALTY STEEL PRODUCTS, INC. TO CENTERPOINT PROPERTIES CORPORATION OVER THE FOLLOWING DESCRIBED PARCELS OF LAND:

A.) COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; THENCE NORTH 0 DEGREES 14 MINUTES 58 SECONDS WEST (SAID BEARINGS BASED ON THE BEARING OF THE CALUMET RIVER DOCK LINE BEING NORTH 62 DEGREES 30 MINUTES 29 SECONDS EAST AND THE SUBSEQUENT BEARINGS IN THIS DESCRIPTION ARE RELATIVE THERETO), A DISTANCE OF 8.58 FEET ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF SAID NORTHEAST 1/4 OF SECTION 18; THENCE NORTH 89 DEGREES 18 MINUTES 29 SECONDS EAST, 42.18 FEET; THENCE NORTH 71 DEGREES 3 MINUTES 8 SECONDS EAST, 44.13 FEET; THENCE SOUTH 27 DEGREES 36 MINUTES EAST, 15 FEET; THENCE NORTH 62 DEGREES 24 MINUTES EAST, 406.29 FEET; THENCE SOUTH 27 DEGREES 36 MINUTES EAST, 70 FEET; THENCE NORTH 62 DEGREES 24 MINUTES EAST, 325.71 FEET; THENCE SOUTH 27 DEGREES 36 MINUTES EAST, 28 FEET; THENCE NORTH 62 DEGREES 24 MINUTES EAST, 26 FEET; THENCE SOUTH 27 DEGREES 36 MINUTES EAST, 10.64 FEET TO THE POINT OF BEGINNING; THENCE NORTH 45 DEGREES 33 MINUTES 18 SECONDS EAST, 521.05 FEET; THENCE NORTH 53 DEGREES WEST, 31.50 FEET; THENCE NORTH 41 DEGREES EAST, 20.05 FEET; THENCE SOUTH 53 DEGREES EAST,

UNOFFICIAL COPY

53.34 FEET; THENCE SOUTH 45 DEGREES 33 MINUTES 18 SECONDS WEST, 550.34 FEET; THENCE NORTH 27 DEGREES 36 MINUTES WEST, 20.90 FEET TO THE POINT OF BEGINNING.

ALSO:

B) ALL THAT PART OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTHEASTERLY OF THE CALUMET RIVER, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF THE CALUMET RIVER RAILROAD COMPANY, WITH THE SOUTH LINE OF 106TH STREET AS LAID OUT 40.00 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 18; THENCE NORTH 89 DEGREES, 58 MINUTES, WEST (MEASURED) ALONG SAID SOUTH LINE OF 106TH STREET, (SAID BEARING BASED ON THE BEARING OF THE CALUMET RIVER DOCK LINE BEING NORTH 62 DEGREES 30 MINUTES, 29 SECOND EAST AND THE SUBSEQUENT BEARINGS IN THIS DESCRIPTION ARE RELATIVE THERETO) 26.90 FEET; THENCE SOUTH 42 DEGREES, 00 MINUTES WEST 164.54 FEET TO A POINT THAT IS 58.00 FEET NORTHWESTERLY OF SAID NORTHWESTERLY RIGHT OF WAY LINE OF RAILROAD; THENCE SOUTH 29 DEGREES 50 MINUTES, 18 SECONDS WEST, PARALLEL WITH SAID RAILROAD, 266.58 FEET; THENCE SOUTH 24 DEGREES WEST, A DISTANCE OF 124.01 FEET; THENCE SOUTH 41 DEGREES WEST, A DISTANCE OF 201.99 FEET TO A POINT ON THE MOST EASTERLY LINE OF PARCEL 1 IN DEED RECORDED JULY 18, 1990 AS DOCUMENT 90343634; THENCE SOUTH 53 DEGREES, EAST 20.05 FEET; THENCE NORTH 41 DEGREES EAST, A DISTANCE OF 203.58 FEET; THENCE NORTH 24 DEGREES, EAST, A DISTANCE OF 125.99 FEET; THENCE NORTH 29 DEGREES 50 MINUTES 18 SECONDS EAST, A DISTANCE OF 263.42 FEET; THENCE NORTH 42 DEGREES EAST, A DISTANCE OF 180.40 FEET TO THE POINT OF BEGINNING.

UNOFFICIAL COPY

EXHIBIT B

Legal Description of the DTE Parcel

Property of Cook County Clerk's Office

Common Address: 10730 S. Burley Avenue,
Chicago, Illinois

DIN: 26-18-200-029-0000 (Parcel 1 & 2)
Part of 26-18-200-028-0000 (Parcel 3)

UNOFFICIAL COPY

PARCEL 1:

THAT PART OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 1500.00 FEET NORTH OF THE CENTERLINE OF EAST 111TH STREET (NOW VACATED) AND 121.80 FEET WEST OF THE WEST LINE OF BURLEY AVENUE; THENCE NORTH 00 DEGREE, 21 MINUTES, 13 SECONDS EAST, A DISTANCE OF 1025.17 FEET PARALLEL TO THE WEST LINE OF SOUTH BURLEY AVENUE TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY AS CONVEYED BY DEED DATED SEPTEMBER 1, 1887 AND RECORDED JANUARY 25, 1888 IN THE RECORDERS OFFICE OF COOK COUNTY, ILLINOIS, AS DOCUMENT 916702; THENCE ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID RAILROAD TO THE NORTH LINE OF LOT 3 OF MCREYNOLDS ELEVATOR SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18 AFORESAID, LYING EAST OF THE CALUMET RIVER; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 3 TO THE EASTERLY DOCK LINE OF THE CALUMET RIVER (AS SAID LINE IS SHOWN ON GOVERNMENT SURVEY MAP THEREOF RECORDED MAY 17, 1889 IN BOOK 39 OF PLATS PAGES 170-19); THENCE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY ALONG SAID EASTERLY DOCK LINE TO THE CENTER OF EAST 111TH STREET (NOW VACATED); THENCE EASTERLY ALONG THE CENTER OF SAID EAST 111TH STREET TO A POINT, WHICH IS 456.20 FEET WEST OF THE WEST LINE OF BURLEY AVENUE; THENCE NORTHEASTERLY ALONG A CURVED LINE WITH A RADIUS OF 400.00 FEET CONVEX TO THE SOUTHEAST, AN ARC DISTANCE OF 484.63 FEET TO A POINT OF TANGENCY SAID POINT BEING 376.02 FEET NORTH OF THE CENTERLINE OF EAST 111TH STREET (NOW VACATED); THENCE NORTH 00 DEGREE, 21 MINUTES, 13 SECONDS EAST ALONG THE LINE, THAT IS TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 673.98 FEET TO A POINT THAT IS 1050.0 FEET NORTH OF THE CENTERLINE OF EAST 111TH STREET (NOW VACATED) MEASURED ALONG THE LAST DESCRIBED COURSE; THENCE NORTH 09 DEGREES, 49 MINUTES, 33 SECONDS EAST, A DISTANCE OF 455.76 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY ALL THAT PART OF THE ABOVE DESCRIBED PROPERTY LYING NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY OF THE SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY PROPERTY LINES AS DESCRIBED AS TRACTS A AND B IN DOCUMENT 88081403, RECORDED FEBRUARY 25, 1988,

ALSO EXCEPTING THEREFROM THAT PART OF THE NORTHEAST 1/4 OF SAID SECTION 18, LYING NORTH OF THE FOLLOWING DESCRIBED LINE:
COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE NORTH 00 DEGREE, 14 MINUTES, 58

UNOFFICIAL COPY

SECONDS WEST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18, A DISTANCE OF 8.58 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES, 18 MINUTES, 29 SECONDS EAST, A DISTANCE OF 42.42 FEET, MORE OR LESS TO A POINT ON THE MOST WESTERLY LIMITS OF PARCEL 5 (TRACT B) AS DESCRIBED IN DOCUMENT 88081403 RECORDED ON FEBRUARY 25, 1988 IN COOK COUNTY ILLINOIS;

AND ALSO EXCEPTING THAT PART OF PARCEL 1, LYING WITHIN: THAT PART CONVEYED TO VALLEY MOULD AND IRON CORPORATION BY WARRANTY DEED DATED SEPTEMBER 8, 1925 AND RECORDED OCTOBER 7, 1925 AS DOCUMENT 9058228, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE RUNNING NORTH ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION, A DISTANCE OF 219.65 FEET TO THE DOCK LINE OF THE CALUMET RIVER; THENCE RUNNING NORTH 62 DEGREES, 30 MINUTES, 29 SECONDS EAST, A DISTANCE OF 808.93 FEET; THENCE RUNNING NORTH 89 DEGREES, 50 MINUTES, EAST, A DISTANCE OF 395.00 FEET; THENCE RUNNING SOUTH 38 DEGREES, 47 MINUTES, 32 1/2 SECONDS WEST, A DISTANCE OF 383.29 FEET; THENCE RUNNING SOUTH 70 DEGREES, 57 MINUTES, 45 SECONDS WEST, A DISTANCE OF 299.12 FEET; THENCE RUNNING SOUTH 19 DEGREES, 02 MINUTES, 15 SECONDS EAST, A DISTANCE OF 5.00 FEET; THENCE RUNNING SOUTH 70 DEGREES, 57 MINUTES, 45 SECONDS WEST, A DISTANCE OF 100.00 FEET; THENCE RUNNING NORTH 19 DEGREES, 2 MINUTES, 15 SECONDS WEST, A DISTANCE OF 5.00 FEET; THENCE RUNNING SOUTH 70 DEGREES, 57 MINUTES, 45 SECONDS WEST, A DISTANCE OF 520.00 FEET; THENCE RUNNING NORTH 27 DEGREES, 29 MINUTES, 31 SECONDS WEST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING;

AND,

EXCEPTING THAT PART OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF CURVE, (THE FOLLOWING LINES OF DIRECTION ARE BASED ON FIELD MEASURES); SAID POINT WHICH IS 376.02 FEET NORTH OF THE CENTERLINE OF 111TH STREET (NOW VACATED) AND 196.80 FEET WEST OF THE WEST LINE OF BURLEY AVENUE; THENCE SOUTHWESTERLY ON A CURVED LINE WITH A RADIUS OF 400.00 FEET, CONVEX TO THE SOUTHEAST, AN ARC DISTANCE OF 484.65 FEET TO A POINT 456.20 FEET WEST OF THE WEST LINE OF BURLEY AVENUE; THENCE NORTH 23 DEGREES, 26 MINUTES, 32 SECONDS EAST ON A STRAIGHT LINE, A DISTANCE OF 407.00 FEET TO A POINT; THENCE SOUTH 89 DEGREES, 36 MINUTES, 51 SECONDS EAST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

PARCEL 2:

THAT PART OF THE SOUTH 1/2 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF EAST 111TH STREET (NOW VACATED), A DISTANCE OF 456.20 FEET WEST OF THE WEST LINE OF SOUTH BURLEY AVENUE; THENCE SOUTH 84 DEGREES, 52 MINUTES, 7 SECONDS WEST, A DISTANCE OF 1273.04 FEET TO A POINT ON THE EASTERLY CHANNEL LINE OF THE CALUMET RIVER AS ESTABLISHED BY THE SURVEY OF THE UNITED STATES ENGINEERS OFFICE WAR DEPARTMENT (AS SHOWN ON SHEET NUMBER 6 DATED MARCH 1939 AND SHEET NUMBER 7 DATED MARCH 1938) TITLED; "CONTROL SURVEY CALUMET RIVER"; THENCE NORTH 00 DEGREES, 39 MINUTES, 02 SECONDS WEST ALONG SAID EASTERLY CHANNEL LINE OF SAID RIVER, A DISTANCE OF 129.26 FEET TO THE POINT OF INTERSECTION OF THE CENTERLINE OF EAST 111TH STREET (NOW VACATED) WITH SAID EASTERLY CHANNEL LINE OF SAID RIVER; THENCE SOUTH 89 DEGREES, 18 MINUTES, 20 SECONDS EAST ALONG THE CENTERLINE OF SAID EAST 111TH STREET (NOW VACATED), A DISTANCE OF 1269.56 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, THENCE NORTH 00 DEGREE, 14 MINUTES, 58 SECONDS WEST (SAID BEARINGS BASED ON THE BEARING OF THE CALUMET RIVER DOCK LINE BEING NORTH 62 DEGREES 30 MINUTES 29 SECONDS EAST AND THE SUBSEQUENT BEARINGS IN THIS DESCRIPTION ARE RELATIVE THERETO), A DISTANCE OF 8.58 FEET ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF SAID NORTHEAST 1/4 OF SECTION 18; THENCE NORTH 89 DEGREES 18 MINUTES 29 SECONDS EAST, A DISTANCE OF 42.18 FEET; THENCE NORTH 71 DEGREES 03 MINUTES 08 SECONDS EAST A DISTANCE OF 44.13 FEET; THENCE SOUTH 27 DEGREES 36 MINUTES EAST A DISTANCE OF 15.00 FEET; THENCE SOUTH 27 DEGREES 19 MINUTES 47 SECONDS EAST (DEED) SOUTH 26 DEGREES 48 MINUTES 18 SECONDS EAST (MEASURED) 169.16 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 66 DEGREES 01 MINUTES 22 SECONDS EAST (MEASURED) 57.68 FEET; THENCE SOUTH 72 DEGREES 15 MINUTES 12 SECONDS EAST (DEED) SOUTH 72 DEGREES 50 MINUTES 11 SECONDS EAST (MEASURED) 36.99 FEET; THENCE NORTH 27 DEGREES 19 MINUTES 47 SECONDS WEST (DEED) NORTH 26 DEGREES 48 MINUTES 18 SECONDS WEST (MEASURED) 38.49 FEET TO THE POINT OF BEGINNING.