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Doc#: 1020934029 Fee: \$70.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/28/2010 09:51 AM Pg: 1 of 18

QUITCLAIM DEED

MAM-2010-60-6783 (1 of 1)

(Vacant Land)

(The Above Space For Recorder's Use Only)

Grantor, the **CITY OF CHICAGO**, an Illinois municipal corporation located at 121 North LaSalle Street, Chicago, Illinois 60602 ("Grantor"), for and in consideration of One and 00/100 Dollar (\$1.00) conveys and quitclaims, pursuant to ordinance adopted April 14, 2010, to **NORFOLK SOUTHERN RAILWAY COMPANY**, a Virginia corporation whose offices are located at Three Commercial Place, Norfolk Virginia 23510 ("Grantee"), all interest and title of Grantor in the real property legally described in Exhibit A attached hereto (the "Property"). Without limiting the quitclaim nature of this deed ("Deed"), such conveyance shall be subject to the following:

1. The standard exceptions in Schedule B of an ALTA title insurance policy;
2. General real estate taxes and any special assessments or other taxes;
3. All easements, encroachments, covenants and restrictions of record and not shown of record;
4. Such other title defects as may exist;
5. Any and all exceptions caused by the acts of Grantee or its agents; and
6. A perpetual public utilities easement in favor of the City, its successors and assigns.

Grantee's submitting this Deed to the Office of the Recorder of Deeds for Cook County, Illinois, for recording constitutes Grantee's acknowledgment that the deadline set forth in paragraph 17 of that certain Contract of Purchase and Sale between Grantor and Grantee, dated December 17, 2004, and attached hereto as Exhibit B, has been extended to the recording date of this Deed.

THIS TRANSFER IS EXEMPT PURSUANT TO THE PROVISIONS OF THE REAL ESTATE TRANSFER TAX ACT, 35 ILCS 200/31-45(b) and (e); AND SECTIONS 3-33-060.B. and E. OF THE CHICAGO TRANSACTION TAX ORDINANCE.

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IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed in its name and behalf and its seal to be hereunto duly affixed and attested, by the Mayor and by the City Clerk, on or as of the 20th day of July, 2010.

CITY OF CHICAGO, a
municipal corporation

By: Richard M. Daley
RICHARD M. DALEY, Mayor

ATTEST:

Miguel Del Valle
Miguel Del Valle, City Clerk

Approved as to form (except for legal description):

Steven J. Holler
Steven J. Holler
Deputy Corporation Counsel

Property of Cook County Clerk's Office

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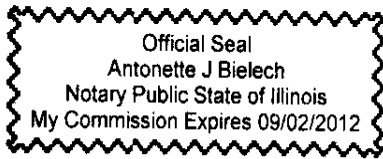
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mara S. Georges, personally known to me to be the Corporation Counsel of the City of Chicago, pursuant to proxy on behalf of Mayor Richard M. Daley, Mayor, and Miguel Del Valle, personally known to me to be the City Clerk of the City of Chicago, both personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me acknowledged that as said Corporation Counsel and said City Clerk, respectively, each person signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the City of Chicago, as each person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of July, 2010.

Antonette J Bielech
NOTARY PUBLIC

(SEAL)



This instrument was prepared by:

City of Chicago, Department of Law
Arthur S. Dolinsky
Senior Counsel
121 N. LaSalle Street, Room 600
Chicago, Illinois 60602
312/744-1041

After recording, please mail deed and send tax bills to:

THOMAS J. MURPHY
Rm 1920
111 W. WASHINGTON ST.
CHICAGO, IL 60602

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Exhibit A

Legal Description

THAT PART OF LOT 2 IN STOCKYARDS SUBDIVISION OF THE EAST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SOUTH HALSTED STREET, BEING A LINE 40 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 5, SAID POINT BEING 446.31 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 5; THENCE CONTINUING SOUTH ON SAID WEST LINE OF SOUTH HALSTED STREET, A DISTANCE OF 29.69 FEET TO THE INTERSECTION WITH A LINE DRAWN FROM A POINT 183.34 FEET SOUTH OF THE NORTH LINE AND 427.69 FEET WEST OF THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 5 TO A POINT 40 FEET WEST OF THE EAST LINE AND 476 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 5; THENCE NORTHWESTERLY ALONG SAID LINE, A DISTANCE OF 104.25 FEET TO A POINT ON A CURVED LINE, SAID POINT BEING 413.23 FEET SOUTH OF THE NORTH LINE AND 123.15 FEET WEST OF THE EAST LINE OF NORTHEAST 1/4 OF SAID SECTION 5; THENCE SOUTHEASTERLY ALONG SAID CURVED LINE CONVEX TO THE NORTHEAST WITH A RADIUS OF 2057.48 FEET, AN ARC DISTANCE OF 89.54 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: (part of) 20-05-200-009

Commonly known as: 3920 S. Halsted Street
Chicago, Illinois 60609

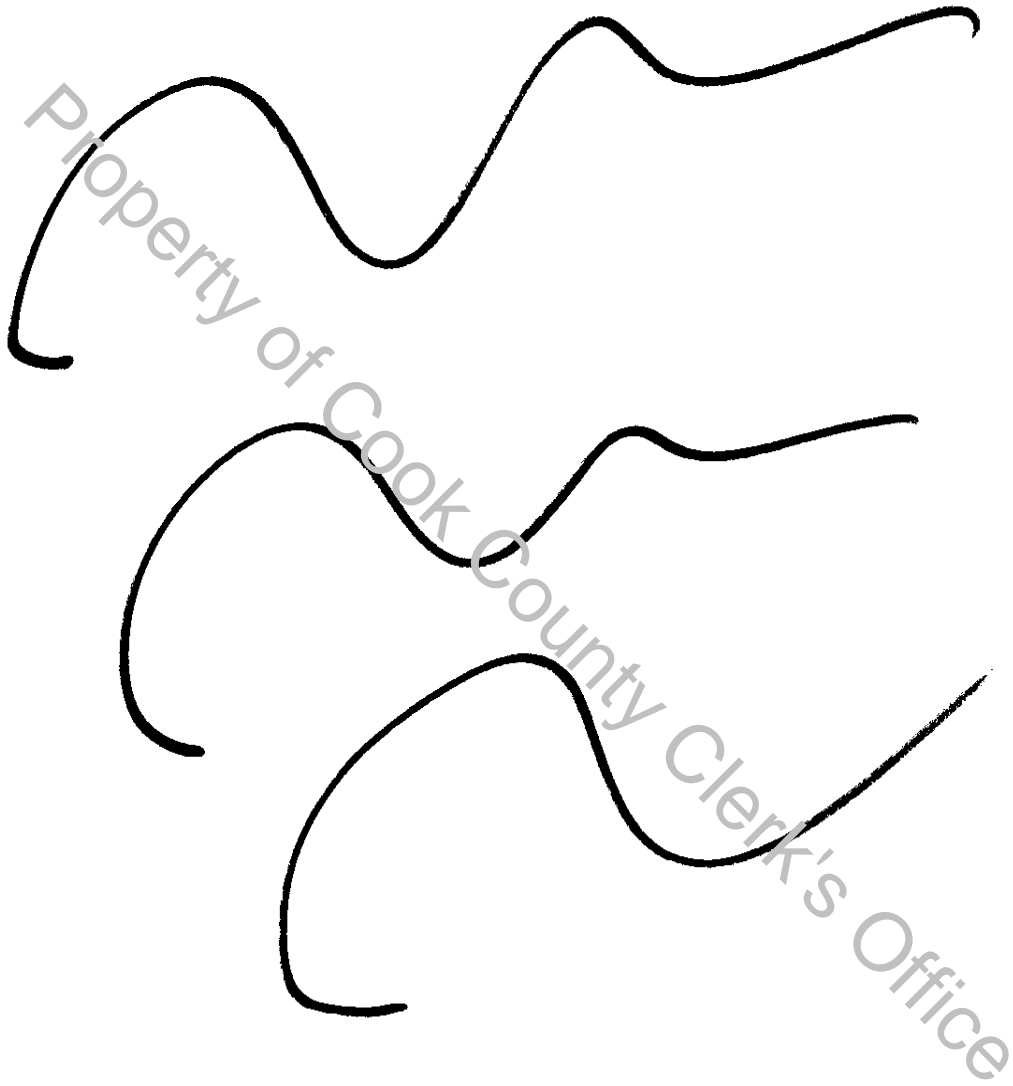
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Exhibit B

Contract of Purchase and Sale

[Attached]

Property of Cook County Clerk's Office



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CONTRACT OF PURCHASE AND SALE

This Contract of Purchase and Sale (hereinafter "Agreement"), dated this 17th day of December, 2004, between Norfolk Southern Railway Company, a Virginia corporation, hereinafter called "Seller"; and the City of Chicago, an Illinois Municipal corporation, and home rule unit of government, acting by and through its Department of Planning and Development, hereinafter called "Purchaser";

WITNESSETH:

1. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, subject to the terms and conditions hereinafter set forth, the land and improvements of Seller in Cook County, Illinois, consisting of 114,818 square feet, more or less, together with (i) all servitudes, easements, appurtenances and hereditaments appertaining thereto, and (ii) all improvements, structures, landscaping, and appurtenances situated thereon (hereinafter collectively referred to as "Premises"), as described on HNTB Illinois Inc survey, dated December 1, 2004, and legally described on Exhibit A attached hereto and made a part hereof.
2. The purchase price for said Premises is FOUR HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$455,000) (the "Purchase Price").
3. The exact area of land to be purchased has been determined by a survey made by a registered land surveyor licensed in the State of Illinois. The survey, has been approved by Seller. Purchaser will pay for the survey. Purchaser shall furnish Seller three (3) copies of the metes and bounds description describing the exact area to be conveyed, and three (3) prints of a survey plat, to Seller and to the officials responsible for recordation of deeds in the County or City in which the Premises lie, for use by Seller in preparation of the deed and other papers. The survey shall show the location of all improvements, buildings, highways, streets, roads, railroads, rivers, lakes, creeks or other water courses, fences, encroachments, easements and rights of way on or adjacent to the land to be purchased and shall set forth the total number of square feet or acres contained within the Premises together with a metes and bounds description of the Premises described on Exhibit A.
4. At closing, the Seller shall convey the Premises to Purchaser by Special Warranty deed (the "Deed") subject to the following:
 - (a) General real estate taxes for 2005 and subsequent years not yet due and payable;
 - (b) Applicable zoning laws and regulations; and

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- (c) All recorded easements, conditions, reservations, leases, licenses and restrictions or apparent by an inspection of the Premises.

Said deed shall also convey to Purchaser whatever interests or rights Seller has under the easement recorded as Document #24586166 on August 16, 1978.

5. (a) The Purchaser shall have five (5) days after the date of this Agreement to examine title to the Premises and to furnish Seller with a written statement of objections affecting the marketability of said title. Seller shall have five (5) days after receipt of such objections to satisfy them. If Seller does not satisfy such objections within the prescribed time, then, at Purchaser's option evidenced by written notice to Seller, Purchaser may either (i) terminate the Agreement or (ii) waive any or all objections not cured by Seller and proceed to close hereunder without diminution in price. In the event this Agreement is terminated, Purchaser shall be entitled to a refund of the earnest money, without interest, and neither party shall be liable to the other for damages on account of the termination. Marketable title as used herein shall mean title which a title insurance company licensed to do business in the State of Illinois will insure at its regular rates subject only to standard exceptions and those stated in paragraph 4 of this Agreement.

(b) Seller shall deliver title to the premises free and clear of any mortgages, trusts, taxes or other lien claims.

6. The earlier closing is scheduled for December 17, 2004 or a mutually agreed upon time for both parties. Closing shall take place at Chicago Title & Trust's downtown Chicago office at 171 N. Clark Street. The closing escrow fee shall be split between Seller and Purchaser. Seller's portion shall not exceed \$250.00.

At closing:

- (a) Seller shall deliver to Purchaser the duly executed and acknowledged Deed and all necessary title clearance documents required to deliver title in accordance with Section 5, an Owner's Affidavit of Title, Bill of Sale and City, County and State real estate tax transfer declarations marked "exempt".
- (b) Purchaser shall pay to Seller the Purchase Price in cash or by certified or cashier's check or by wire transfer, less prorations.
- (c) General real estate taxes for 2005 and subsequent years relating to said Premises and rents, if any, shall be prorated as of the closing date and shall be so adjusted at closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuations. All special taxes or assessments accruing after the closing date shall be paid by Purchaser.

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- (d) Possession shall be delivered at closing.
- (e) Seller shall pay for the deed preparation, transfer taxes, Seller's attorney's fees, ½ of the escrow fee and the cost of Purchaser's owner's policy of title insurance not to exceed \$250.00.
- (f) Purchaser shall pay for ½ of the escrow fee, all other closing costs, taxes, filing fees and Purchaser's attorney's fees.
- (g) The Premises described on Exhibit A is part of a larger tract of land identified by PIN: 20-05-200-157. Purchaser shall prepare a tax division application to obtain a separate tax numbers for the Premises. Seller and Purchaser agree to execute the documents necessary to obtain a separate tax number (tax divisions) from the Cook County Assessor for the Premises.
- (h) A Plat Act Affidavit.

7. (a) Pursuant to the terms of the Right of Entry Agreement between Purchaser and Seller dated, November 24, 2004, a copy of which is attached as Exhibit C, Purchaser and its employees and agents have the right and permission to enter upon said Premises or on any part thereof for the purpose of inspecting, examining, surveying, making soil tests, borings, percolation tests and other necessary tests for engineering and planning for development and determination of surface, sub-surface and topographic conditions.

(b) If, as a result of Purchaser's inspection as provided above or any other determination or analysis of the Premises by Purchaser, Purchaser discovers any conditions concerning the Premises which render it unsuitable for purposes of commercial or industrial development or reveal the existence of toxic/hazardous chemicals and waste substances, or the presence of asbestos, in such quantities as to give rise to possible liability under federal, state or local environmental laws and regulations, Purchaser shall promptly furnish Seller with a written statement of said geotechnical conditions affecting the suitability of the Premises for Purchaser's purposes or which give rise to possible liability under federal, state or local environmental laws and regulations. Seller shall have five (5) days, after receipt of such notice, to remedy such conditions, but shall be under no obligation so to do, and if Seller fails to remedy such conditions within the prescribed time, then, at Purchaser's option evidenced by written notice to Seller, Purchaser may either (i) terminate this Agreement or (ii) waive any or all objections not cured by Seller and proceed to close hereunder without diminution in price. In the event this Agreement is terminated, Purchaser shall be entitled to a refund of the earnest money, without interest, and neither party shall be liable to the other for damages on account of the termination.

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8. Purchaser and Seller each represent that no real estate commissions are due and owing to any party with respect to this transaction. Both parties hereby agree to indemnify and save harmless the other from and against any and all claims or liability for real estate commissions arising out of this transaction attributable to the indemnifying party.

9. In the event the conveyance contemplated hereunder shall constitute a subdivision, and if as a prerequisite to the recording of such conveyance it shall become necessary to comply with applicable subdivision ordinances and regulations, Purchaser agrees that it will, with reasonable diligence, arrange and pay for the filing of any necessary plat with the appropriate authorities. Purchaser will assume the entire cost of whatever streets, sewers, and utilities are required in connection with such subdivision, and will do all other acts and file such other papers as may be necessary to obtain any and all required approvals thereof. Seller agrees to execute such documents and plats as are reasonably necessary to accomplish such subdivision. All costs, expenses and attorney's fees incurred in complying with any such subdivision ordinances and regulations, including, without limitation, dedication and installation of streets, sewers, and utilities, shall be borne solely by Purchaser and Purchaser agrees that Purchaser will indemnify and save Seller harmless from any and all claims, demands, suits, costs or expenses arising or in any way growing out of any failure by Purchaser to fully comply with such subdivision ordinances and regulations. However, Seller agrees to execute a Plat Act Affidavit to facilitate the closing of this transaction.

10. This Agreement may not be assigned by Purchaser to any other party without the written consent of Seller, which consent may be withheld for any reason, except in the case of an assignment to an entity of which Purchaser has a controlling interest or is the general partner, such consent shall not be unreasonably withheld. Seller expressly reserves the right to assign or delegate all or any part of Seller's rights and duties hereunder with respect to all or any portion of the Premises to one or more third parties, including a qualified intermediary as defined by Treasury Regulation Section 1.1031(K)-1(g)(4).

11. (a) Purchaser agrees to purchase the Premises "As Is" and acknowledges that Seller has not made any express or implied representation or warranty with respect to the condition or suitability of said property, including, but not limited to, the condition of the soil, the presence of hazardous materials, substances, wastes or other environmentally regulated substances, or other contaminants in the soil or improvements -- whether known or unknown (referred to herein as "contamination of the Premises") and other physical characteristics. Purchaser shall perform at its own expense and rely solely upon its own independent investigation concerning the physical condition of the Premises described on Exhibit A (including, but not limited to, an environmental assessment) and compliance of the Premises with any applicable law and regulations.

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(b) Seller has not and does not hereby make any express or implied representation or warranty or give any indemnification of any kind to Purchaser concerning the Premises, its condition or suitability or its compliance with any statute, ordinance or regulation, including, but not limited to, those relating to the environment. Purchaser acknowledges that neither Seller nor any of its agents or representatives have made, and Seller is not liable for, or bound in any manner by, any express or implied warranties, guarantees, promises, statements, inducements, representations or information pertaining to the Premises or any part thereof, the physical condition, size, zoning, income potential, expenses or operation thereof, the uses that can be made of the same or in any manner or thing with respect thereof, including, without limitation, any existing or prospective leasing or occupancy of all or any part thereof.

(c) Purchaser is acquiring the Premises "As Is." Following Purchaser's purchase of the Premises, Purchaser hereby expressly agrees to assume all liability arising from any contamination of the Premises, and to release Seller from such liability, unless after closing Seller contaminates the Premises from its operations on the adjoining property in which case such assumption and release shall not apply to the extent of such contamination. Purchaser further expressly renounces and waives any claim or cause of action it may have against Seller under any existing or future theory of law (federal, state or local, or by common law) for any cleanup, response or remedial action costs incurred (whether voluntarily or otherwise) by Purchaser which arises directly or indirectly out of any contamination of the Premises, including, but not limited to, costs incurred under Sections 107 and 113 of the Comprehensive Environmental Response, Compensation, and Liability Act, unless and except to the extent said contamination arises from Seller's operations on the adjoining property that occur after closing.

Purchaser assumes all responsibility for any existing environmental conditions on the Property and Purchaser indemnifies and holds harmless Seller against any and all liability, losses, damages, claims, actions, costs, and/or causes of action relating to the environmental condition of the Property, including without limitation clean up and remedial action costs and expenses, except Purchaser shall not be responsible for claims by railroad employees or railroad contractors' employees for injuries, damages or costs that may have occurred or arisen prior to the transfer of the Property to Purchaser.

12. If, at any time prior to the closing hereunder, any action or proceeding is filed under which the Premises, or a substantial portion thereof, may be taken pursuant to any law, ordinance or regulation or by condemnation or the right of eminent domain, then, at the option of either Seller or Purchaser, (a) this Agreement shall be terminated and the earnest money, without interest, shall be returned to Purchaser or (b) this Agreement shall remain in full force and effect and Seller, at the time of closing hereunder, shall transfer and assign to Purchaser all of Seller's right, title and interest in any proceeds received or which may be received by the taking, or a sale in lieu thereof, said option to be exercisable by either party by delivering to the other written notice of such exercise on or before the thirtieth day following the day on which the respective party receives notice that such suit has been filed.

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13. Before closing, Purchaser will not place any advertising or promotional signs on said Premises or on any of Seller's other property without the written consent of Seller.

14. This Agreement embodies the entire agreement between the parties and cannot be varied except by the written agreement of the parties. No representation, promise, or inducement not included in this Agreement shall be binding upon the parties hereto.

15. Time is of the essence of this Agreement.

16. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth below.

17. In consideration of the conveyance of the Premises, Purchaser agrees to cooperate in good faith with Seller to convey to Seller an easement and/or other real property interest relative to the real property described in Exhibit B. The acquisition price for such an easement or other real property interest shall be no greater than \$1.00. If such easement or other real property interest is not conveyed to the Seller by March 31, 2005, Purchaser shall pay an additional Purchase Price of \$5,000. The parties may agree to extend the March 31, 2005 deadline.

Seller:

Norfolk Southern Railway
Company
C/O James Ahonen
4600 Deer Path Road
Suite 2002
Harrisburg, PA 17110
(717) 541-2435 - fax

With copy to:

Linda Hill, Esq.
General Attorney - Real Estate
Real Estate and Contract Services
Norfolk Southern Corporation
1200 Peachtree St., NW /12th Floor
Atlanta, GA 30309
(404) 897-3037-fax

Purchaser:

City of Chicago
C/O Department of Planning
and Development
City Hall, Room 1000
121 N. LaSalle Street
Chicago, IL 60601
(312) 744-2271 - fax

Steven Holler
City of Chicago, Law Department
30 North LaSalle Street, Room 1610
Chicago, Illinois 60602
(312) 742-0277 - fax

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Terrance L. Diamond
Neal, Murdock & Leroy, LLC
203 North LaSalle Street, Suite 2300
Chicago, Illinois 60601-1213
(312) 641-5137 - fax

18. All the terms and conditions of this Agreement are hereby made binding on the successors and permitted assigns of both parties hereto.

19. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

20. This Agreement shall not be effective or binding until fully executed by the parties hereto.

21. This Agreement will survive closing.

22. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

23. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

EXECUTED in duplicate, each part being an original, as of the day and year set forth above.

Seller - Norfolk Southern Railway Company
LVH



By _____

C. V. Baker

Real Estate Manager

Purchaser

By _____
Denise M. Casalino

Commissioner Department of Planning and Development
of the City of Chicago

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12-17-04 14:54 CITY OF CHICAGO

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P08/15

Terrance L. Diamond
Neal, Murdock & Leroy, LLC
203 North LaSalle Street, Suite 2300
Chicago, Illinois 60601-1213
(312) 641-5137 - fax

18. All the terms and conditions of this Agreement are hereby made binding on the successors and permitted assigns of both parties hereto.

19. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

20. This Agreement shall not be effective or binding until fully executed by the parties hereto.

21. This Agreement will survive closing.

22. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

23. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

EXECUTED in duplicate, each part being an original, as of the day and year set forth above.

Seller

By _____

Real Estate Manager

Purchaser

By  _____
Denise M. Casalino

Commissioner Department of Planning and Development
of the City of Chicago

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12-17-04 14:54 CITY OF CHICAGO

ID=3127429899

P09/15

EXHIBIT A**LEGAL DESCRIPTION FOR NORFOLK-SOUTHERN RAILROAD PROPERTY TO BE SOLD TO THE CITY OF CHICAGO**

THAT PART OF LOTS 1 AND 2 IN STOCKYARDS SUBDIVISION OF THE EAST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF SOUTH HALSTED STREET, BEING A LINE 40.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 5, SAID POINT BEING 476.00 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 5; THENCE NORTHWESTERLY ON A LINE DRAWN FROM A POINT 183.34 FEET SOUTH OF THE NORTH LINE AND 427.69 FEET WEST OF THE EAST LINE OF SAID SECTION 5 TO A POINT 476.00 FEET SOUTH OF THE NORTH LINE AND 40.00 FEET WEST OF THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 104.25 FEET TO A POINT ON A NONTANGENTIAL CURVED LINE FOR A POINT OF BEGINNING, SAID POINT BEING 413.23' SOUTH OF THE NORTH LINE AND 123.15 FEET WEST OF THE EAST LINE OF SAID SECTION 5; THENCE NORTHWESTERLY ALONG SAID CURVED LINE CONVEX TO THE NORTHEAST WITH A RADIUS OF 2057.48 FEET, AN ARC DISTANCE OF 21.27 FEET TO A POINT OF COMPOUND CURVE, SAID POINT OF COMPOUND CURVE BEING 405.91 FEET SOUTH OF NORTH LINE AND 143.11 FEET WEST OF THE EAST LINE OF SECTION 5; THENCE NORTHWESTERLY ALONG SAID CURVED LINE CONVEX TO THE NORTHEAST WITH A RADIUS OF 913.32 FEET, AN ARC DISTANCE OF 301.14 FEET, TO A POINT OF TANGENCY, SAID POINT BEING 354.62 FEET SOUTH OF THE NORTH LINE AND 438.40 FEET WEST OF THE EAST LINE OF SAID SECTION 5; THENCE WEST 851.86 FEET TO A POINT ON THE EAST LINE OF

SOUTH MORGAN STREET AS DEDICATED BY PLAT RECORDED DECEMBER 6, 1968 AS DOCUMENT NO. 20697167, SAID POINT BEING 353.15 FEET SOUTH OF THE NORTH LINE AND 1290.26 FEET WEST OF THE EAST LINE OF SAID SECTION 5; THENCE NORTH ALONG SAID EAST LINE OF SOUTH MORGAN STREET, A DISTANCE OF 96.20 FEET TO A POINT ON A LINE DRAWN FROM A POINT 252.81 FEET SOUTH OF THE NORTH LINE AND 1680.56 FEET WEST OF THE EAST LINE OF SAID SECTION 5, TO A POINT 261.35 FEET SOUTH OF THE NORTH LINE AND 875.49 FEET WEST OF THE EAST LINE OF SAID SECTION 5, SAID POINT BEING 256.95 FEET SOUTH OF THE NORTH LINE AND 1290.28 FEET WEST OF THE EAST LINE OF SAID SECTION 5; THENCE EAST 414.82 FEET TO A POINT 261.35 FEET SOUTH OF THE NORTH LINE AND 875.49 FEET WEST OF THE EAST LINE OF SAID SECTION 5; THENCE NORTH 27.34 FEET TO A POINT 234.01 FEET SOUTH OF THE NORTH LINE AND 875.49 FEET WEST OF THE EAST LINE OF SAID SECTION 5; THENCE EAST 514.01 FEET TO A POINT

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ON A LINE DRAWN FROM A POINT 183.34 FEET SOUTH OF THE NORTH LINE AND 427.69 FEET WEST OF THE EAST LINE OF SAID SECTION 5, TO A POINT 476.00 FEET SOUTH OF THE NORTH LINE AND 40.00 FEET WEST OF THE EAST LINE OF SAID SECTION 5, SAID POINT BEING 233.27 FEET SOUTH OF THE NORTH LINE AND 361.55 FEET WEST OF THE EAST LINE OF SAID SECTION 5; THENCE SOUTHEASTERLY 298.89 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PART OF PIN: 20-05-200-157
COMMON ADDRESS: 3921-41 S. MORGAN, CHICAGO, IL 60609
ACREAGE: 114,818.1 SQUARE FEET

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12-17-04 14:55 CITY OF CHICAGO

ID-3127429899

P11/15

EXHIBIT B**LEGAL DESCRIPTION FOR CITY OF CHICAGO PARCEL TO BE SOLD TO NORFOLK SOUTHERN RAILWAY COMPANY**

THAT PART OF LOT 2 IN STOCKYARDS SUBDIVISION OF THE EAST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SOUTH HALSTED STREET, BEING A LINE 40 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 5, SAID POINT BEING 446.31 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 5; THENCE CONTINUING SOUTH ON SAID WEST LINE OF SOUTH HALSTED STREET A DISTANCE OF 29.69 FEET TO THE INTERSECTION WITH A LINE DRAWN FROM A POINT 183.34 FEET SOUTH OF THE NORTH LINE AND 427.69 FEET WEST OF THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 5 TO A POINT 40 FEET WEST OF THE EAST LINE AND 476 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 5; THENCE NORTHWESTERLY ALONG SAID LINE, A DISTANCE OF 104.25 FEET TO A POINT ON A CURVED LINE, SAID POINT BEING 413.23 FEET SOUTH OF THE NORTH LINE AND 123.15 FEET WEST OF THE EAST LINE OF NORTHEAST 1/4 OF SAID SECTION 5; THENCE SOUTHEASTERLY ALONG SAID CURVED LINE CONVEX TO THE NORTHEAST WITH A RADIUS OF 2057.48 FEET, AN ARC DISTANCE OF 89.54 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PART OF PIN: 20-05-200-009

ACREAGE: 1263.3 SQUARE FEET

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PLAT OF SURVEY

HNTB ILLINOIS, INC. SURVEYORS · ENGINEERS · ARCHITECTS · PLANNERS

171 N. CANAL STREET, SUITE 228, CHICAGO, ILLINOIS 60608 (312) 512-1378

THAT PART OF LOT 2 IN STOCKYARDS SUBDIVISION OF THE EAST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SOUTH HALSTED STREET, BEING A LINE 40 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 5, SAID POINT BEING 446.31 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 5, THENCE CONTINUING SOUTH ON SAID WEST LINE OF SOUTH HALSTED STREET, A DISTANCE OF 29.69 FEET TO THE INTERSECTION WITH A LINE DRAWN FROM A POINT 183.34 FEET SOUTH OF THE NORTH LINE AND 427.69 FEET WEST OF THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 5 TO A POINT 40 FEET WEST OF THE EAST LINE AND 476 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 5; THENCE NORTHWESTERLY ALONG SAID LINE, A DISTANCE OF 104.25 FEET TO A POINT ON A CURVED EASTERLY ALONG SAID CURVED LINE CONVEX TO THE NORTHEAST WITH A RADIUS OF 205.43 FEET, AN ARC DISTANCE OF 89.54 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. CONTAINING 1263.3 SQ. FT.

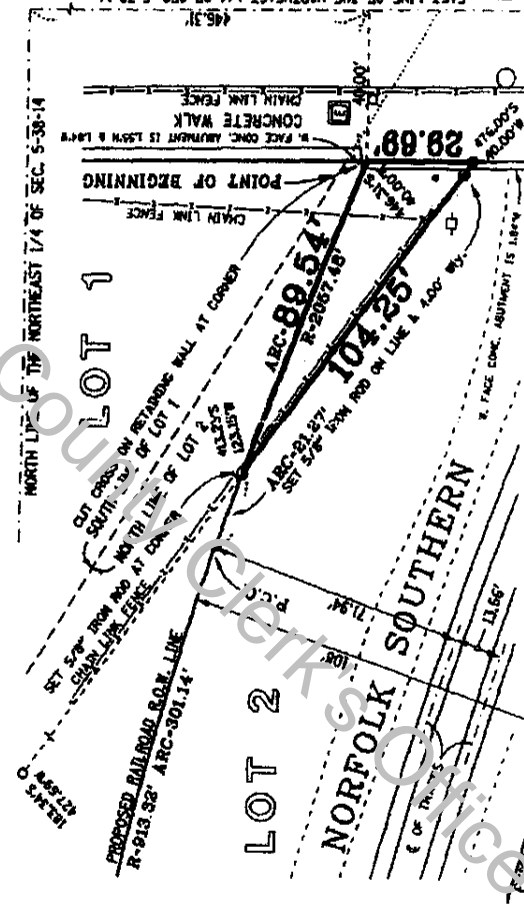
S. HALSTED STREET

PART OF P.I.N. 20-05-200-009

PLAT OF SURVEY CITY OF CHICAGO CHICAGO, COOK COUNTY, ILLINOIS

BY: HNTB ILLINOIS, INC. SCALE: 1" = 30' DATE: NOVEMBER 17, 2004

STOCKYARD ANNEX TIF PARCEL: I-8



TO ALL PERSONS INTERESTED IN TITLE TO PREMISES SURVEYED: I HEREBY CERTIFY THAT I PERSONALLY MADE AN ACTUAL SURVEY OF THE PREMISES HEREON ON THE 17TH DAY OF NOVEMBER 2004 AND THAT THIS SURVEY IS A CORRECT REPRESENTATION OF THE PREMISES AS DETEMINED BY ME. I HEREBY CERTIFY THAT THERE ARE NO ENCUMBRANCES EITHER WAY ACROSS ANY BOUNDARY LINE OF THE PREMISES EXCEPT AS SHOWN HEREON. CHICAGO ILLINOIS NOVEMBER 17, A.D. 2004.

STATE OF ILLINOIS EDWARD O. SHELTER 2378 PROFESSIONAL LAND SURVEYOR

- LEGEND
- SWER MARKER
- STUMP MARKER
- CITY ELECTRIC MARKER
- CHG. ED. CO. MARKER
- MUNICIPAL MARKER
- LIGHT POLE
- POWER POLE
- TELEPHONE POLE
- TELEPHONE MARKER
- TRAFFIC LIGHT MARKER
- TRAFFIC LIGHT MARKER
- TRAFFIC LIGHT MARKER
- TRAFFIC LIGHT MARKER
- TRAFFIC LIGHT MARKER

SCALE: 1" = 30'

NOTES:
1. ALL DIMENSIONS SHOWN ON THIS PLAN ARE TO THE PROPERTY LINES.
2. ALL DIMENSIONS SHOWN ON THIS PLAN ARE TO THE PROPERTY LINES.
3. ALL DIMENSIONS SHOWN ON THIS PLAN ARE TO THE PROPERTY LINES.

UNOFFICIAL COPY

STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

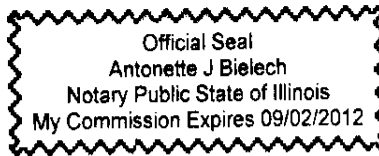
City of Chicago,
by one of its attorneys:

Dated July 13, 2010

Signature Arthur Dolinsky
Arthur Dolinsky
Senior Counsel

Subscribed and sworn to before me
this 13th day of July, 2010

Antonette J Bielech
Notary Public



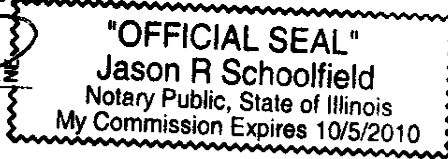
The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated July 20, 2010

Signature [Signature]
Grantee or Agent

Subscribed and sworn to before me
this 20 day of July, 2010

Jason R Schoolfield
Notary Public



Note: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act)