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Doc# 1826412107 Fee \$72.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 09/21/2018 03:42 PM PG: 1 OF 18

**EASEMENT AGREEMENT**

This instrument prepared by and after recording, please return to:

Schoenberg Finkel Newman & Rosenberg LLC  
222 South Riverside Plaza  
Suite 2100  
Chicago, Illinois 60606

Property Index Numbers:

19-08-100-030-0000

19-08-100-043-0000

19-08-100-065-0000

Part of 19-08-100-075-0000

Part of 19-08-100-049-0000

175A3515228LFE

Above space for Recorder's Use only

This Easement Agreement (his "**Agreement**") is made as of this 11th day of September, 2018, by and between Illinois Central Railroad Company, an Illinois corporation ("**Railroad**") and Ideal Box Co., an Illinois corporation ("**Grantee**").

**RECITALS:**

A. Railroad is the owner of certain real property commonly known as Austin Avenue, more particularly described at Exhibit A and depicted on Exhibit D ("**Austin Parcel**"), attached hereto and made a part hereof.

B. Railroad is the owner of certain real property commonly known as Merrimac Parcel 1, Merrimac Parcel 2, and Merrimac Parcel 4, more particularly described at Exhibit B and depicted on Exhibit E ("**Merrimac Parcel**"), and Railroad is the owner of roadway easement as set forth in Document No. 25154604 recorded on September 20, 1979 ("**Cleox Easement**"), in the office of the Cook County, Illinois Recorder, across certain real property commonly known as Merrimac Parcel 3, more particularly described at Exhibit C and depicted on Exhibit E ("**Merrimac Easement Parcel**"), attached hereto and made a part hereof.

C. Grantee is the owner of certain real property adjacent to the Austin Parcel and Merrimac Parcel, more particularly described at Exhibit D and depicted on Exhibit E ("**Grantee Parcel**"), attached hereto and made a part hereof.

D. Grantee lacks access to the Grantee Parcel by way of a publicly dedicated roadway.

E. Grantee requests and Railroad agrees to grant to Grantee its successors in interest, and its successors in title to the Grantee Parcel, a perpetual easement over the Austin Parcel, the Merrimac Parcel, and over the Merrimac Easement Parcel for the uses and purposes hereinafter set forth.

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## AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, Railroad, insofar as it lawfully may, does hereby grant unto Grantee a non-exclusive easement of access, ingress, egress, and use upon, over and across the Austin Parcel, the Merrimac Parcel, and the Merrimac Easement Parcel upon and subject to the following terms and conditions:

### 1. DEFINITIONS.

(a) **Easement** shall mean the perpetual right granted by Railroad to Grantee to construct, maintain and use a private vehicular road together with a private pedestrian walkway, for access, ingress, egress, and use to and from the Grantee Parcel, under the terms and conditions set forth hereinafter. The Easement is not exclusive, and Grantee shall enjoy its rights under this Agreement in common with any other parties with whom Railroad has entered into an agreement for use of the Austin Parcel, for use of the Merrimac Parcel, and for use of the Merrimac Easement Parcel.

(b) **Roadway** shall mean the roadway approaches on either side of the Crossing Proper within the Austin Parcel, within the Merrimac Parcel, and within the Merrimac Easement Parcel, including that portion between the tracks where multiple tracks exist, if any.

(c) **Crossing Proper** shall mean that portion of the Austin Parcel, the Merrimac Parcel, and the Merrimac Easement Parcel encompassing an area from end-of-tie to end-of-tie where tracks exist.

(d) **Cost** shall mean the actual cost of labor, equipment and materials plus Railroad's then current customary additives for over-head and other indirect costs.

2. **GRANT OF EASEMENT.** Railroad hereby grants and conveys to Grantee, insofar as it lawfully may, the Easement upon, over, and across the Austin Parcel, and upon, over, and across the Merrimac Parcel, and upon, over and across the Merrimac Easement Parcel, subject to the terms and conditions of this Agreement. The granting of the Easement does not grant any interest in any timber, oil, or other minerals in, on, or under the Austin Parcel, the Merrimac Parcel, and the Merrimac Easement Parcel, and the Easement is granted subject to all existing rights of any nature whatsoever as may be of record affecting the Austin Parcel, the Merrimac Parcel, and the Merrimac Easement Parcel. Railroad hereby agrees that it will not voluntarily terminate the Easement.

### 3. USE.

(a) The Easement granted herein shall only affect and burden the Austin Parcel, the Merrimac Parcel, and the Merrimac Easement Parcel, and no other portion of property owned or controlled by Railroad. The Roadway and Crossing Proper shall continue to be located and maintained entirely within the Austin Parcel, the Merrimac Parcel, and the Merrimac Easement Parcel. Grantee shall have no right to use or cross any other portion of property owned or controlled by Railroad or to use the Roadway and Crossing Proper for any purposes other than as expressly permitted herein. Grantee, as a further consideration and as a condition without which the

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Easement would not have been granted, agrees to restrict the use of the Easement by its employees, agents, contractors, patrons, and invitees to those purposes and then only to said location.

(b) Grantee shall not do or permit to be done any act which will in any manner interfere with, interrupt, or endanger Railroad's operations or facilities.

(c) Grantee shall require and shall take all steps necessary to ensure that its employees, agents, contractors, patrons, and invitees using the Roadway and Crossing Proper come to a complete stop, look carefully for approaching trains before fouling or crossing Railroad's tracks, and yield to any approaching train.

(d) The Roadway and Crossing Proper shall be a shared use with Railroad and Grantee, and their respective employees, agents, contractors, patrons, and invitees.

(e) Grantee shall not permit the use of the Roadway and Crossing Property, and shall not permit its employees, agents, contractors, patrons, and invitees to use the Roadway and Crossing Proper, by vehicles of a size, configuration or weight that would damage the tracks, equipment, installations, or facilities of Railroad.

4. **TERM.** This Agreement and all of its benefits and burdens shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the parties and their successors and assigns.

5. **SIGHTING AT CROSSING.** Grantee shall keep the portion of the Austin Parcel and the Merrimac Parcel that intersects with the railroad tracks adjacent to the Grantee Parcel free of brush, trees, vegetation, and other obstructions of any kind that would interfere with a motor vehicle operator sighting an approaching train.

6. **RAISING WIRE LINES.** If it should be necessary to raise any wires on property not belonging to Railroad to provide safe clearance for vehicles, Grantee shall make all arrangements therefor at its own sole risk and expense.

7. **TAXES.** The Easement granted herein is non-exclusive, and the use of the Austin Parcel, the Merrimac Parcel, and the Merrimac Easement Parcel are shared with Railroad. The Austin Parcel, the Merrimac Parcel, and the Merrimac Easement Parcel are part of Permanent Index Numbers 19-08-100-049-0000 and 19-08-100-075-0000. Grantee shall pay its Proportionate Share of all real estate taxes, general and special, if any, which may become due or which may be assessed against the Austin Parcel and the Merrimac Parcel because of the Easement. The "**Proportionate Share**" shall be based upon the land area of the Grantee Parcel in proportion to the land area comprising the portions of Permanent Index Number 19-08-100-049-0000 and 19-08-100-075-0000 applicable to the Austin Parcel and the Merrimac Parcel.

8. **MAINTENANCE.** Railroad shall maintain the Crossing Proper. Grantee shall pay to Railroad ten percent (10%) of the repair and maintenance costs for the Crossing Proper within thirty (30) days after presentation of invoice and supporting documents for the costs reflected on the invoice. Any payment due and remaining unpaid after thirty (30) days shall accrue interest at the annual rate of ten (10%) percent, from the 31st date after presentation of the invoice until paid. Grantee acknowledges that Railroad did not construct and does not and will not maintain the

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Roadway. Grantee further acknowledges the following: i.) that it is familiar with and has the opportunity to inspect the condition of the Roadway, the Austin Parcel, the Merrimac Parcel, and the Merrimac Easement Parcel and accepts all of the foregoing in their "as is", "where is" condition "with all faults"; and ii.) that the Easement extends within an adjacent to an active rail yard and rail served industrial park, and is subject to disruptions and inconveniences resulting from railroad operations over the Crossing Proper. Railroad makes no representations or warranties, express or implied, regarding the condition of the Roadway, the Austin Parcel, the Merrimac Parcel, or the Merrimac Easement Parcel. Railroad hereby disclaims any and all representations and warranties, written or oral, express or implied, as to the condition or use of Roadway, the Austin Parcel, the Merrimac Parcel or the Merrimac Easement Parcel, including, without limitation, warranties as to condition, fitness, fitness for a particular purpose, merchantability, or environmental status.

9. **CROSSING TO BE KEPT FREE OF DEBRIS.** Grantee shall at all times during the term of this Agreement, keep the Crossing Proper adjacent to the Grantee Parcel free of dirt, rocks or other debris or obstructions of any kind, and will not permit any condition which might interfere with the safe and efficient operation of trains over the Crossing Proper, or which might damage equipment or facilities belonging to Railroad or others, or which might constitute a safety hazard of any kind. If at any time Grantee shall fail to do so, Railroad may, at its option, remove any dirt, rocks, debris or obstructions, and Grantee will pay Railroad the cost thereof promptly upon receipt of bill therefor. If the continued or repeated presence of dirt, rocks, debris or obstructions should, in the reasonable opinion of Railroad, create an operating hazard, Railroad may keep a flagman on duty at Grantee's expense until such condition is corrected in a manner reasonably satisfactory to Railroad.

10. **SIGNS, SIGNALS AND WARNING DEVICES.** Grantee acknowledges that Railroad has no obligation or duty to give audible warning of the approach of a train, nor erect whistle posts, nor reduce the speed of its trains, nor alter its operations in any manner, owing to the presence or existence of the Roadway and Crossing Proper or other use or exercise of the right or Easement granted herein. Grantee assumes, at its own risk and expense, sole responsibility for determining if any signs, signals or other warning devices are necessary or appropriate for the safety of persons using the Austin Parcel or the Merrimac Parcel and specifically acknowledges that Railroad has no obligation or duty whatever to make any such determination. If the installation of any signs, signals or warning devices on the Austin Parcel or Merrimac Parcel is presently or hereafter required by law or by competent public authority, or is otherwise requested by Grantee, same shall conform to any then currently applicable practices of Railroad for such devices as to design, material and workmanship, and all costs incurred by Railroad related to the installation, operation, maintenance, renewal, alteration and upgrading thereof shall be solely borne by Grantee.

## 11. INDEMNITY.

(a) As a further consideration for the Easement herein granted, and as a condition without which the Easement would not have been granted, Grantee agrees fully to defend, indemnify and save harmless Railroad and its officers, employees and agents, from and against any and all claims, demands, actions and causes of action, and to assume all risk, responsibility and liability (including all liability for expenses, attorney's fees and costs incurred or sustained by Railroad, whether in defense of any such claims, demands, actions and causes of action or in the enforcement of the indemnification rights hereby conferred):

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(i) for death of or injury to any and all persons, including but not limited to the officers, employees, agents, patrons, invitees and licensees of the parties hereto, except when such death or injury is attributable to the sole negligence of Railroad, its officers, employees or agents, and for any and all loss, damage or injury to any property whatsoever, including but not limited to that belonging to or in the custody and control of the parties hereto, except when such loss, damage or injury is attributable to the sole negligence of Railroad, its officers, employees or agents, in whole or in part arising from, growing out of, or in any manner or degree caused by, attributable to or resulting from the grant or exercise of the Easement, the failure of Grantee to conform to the conditions of this Agreement, or from the construction, maintenance, repair, renewal, alteration, change, existence, presence, use, operation or removal of any structure incident thereto; and

(b) Grantee agrees to release Railroad, its officers, employees and agents, from all liability to Railroad, its officers, employees or agents, for death of or injury to the officers, employees, agents, patrons, invitees and licensees of Grantee and for any and all loss, damage or injury to their property, and to any property belonging to or in the care, custody or control of Grantee, in whole or in part arising from, growing out of, or in any manner or degree directly or indirectly caused by, attributable to or resulting from the condition of the Roadway or the conduct of any railroad operations at or near the area in which the herein conferred Easement is granted or exercised, unless when caused by the sole negligence of Railroad, its officers, employees or agents.

(c) Grantee shall at its sole expense join in or assume, at the election and on demand of Railroad, the defense of any claims, demands, actions and causes of action hereunder arising. The word "Railroad" as used in this Section shall include the assigns of Railroad.

12. **INSURANCE.** Grantee shall procure and maintain during the term of this Agreement Contractual Liability Insurance which will insure the indemnity undertaking hereinabove set forth. Such insurance shall have a minimum combined single limit of \$5,000,000 per occurrence with an aggregate limit of \$10,000,000 per annual policy period and said insurance shall be deemed primary as it relates to this Agreement. Grantee shall furnish Railroad at the address shown below in this Section with a certificate evidencing that such insurance is in full force and effect and, if available, that the same will not be cancelled, terminated, or not renewed without at least thirty (30) days' advance written notice by the insurance carrier to Railroad. In addition to other information, the certificate shall contain the following language:

Insurer shall not cancel, terminate, or allow to lapse by reason of non-renewal the policy without providing Railroad no less than thirty (30) day's written notice, said notice to be sent via certified mail or sent via first class, postage-prepaid mail to:

Illinois Central Railroad Company  
17641 S. Ashland Avenue  
Homewood, Illinois 60430  
Attn: Business Development and Real Estate Department

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13. **ENFORCEABILITY.** In the event that any parts, sections or other portions of this Agreement are found unenforceable under the applicable law of any courts having jurisdiction over this Agreement, the remaining parts, sections or other portions thereof and the enforcement of same shall not be affected and shall otherwise remain in full effect and enforceable.

14. **NOTICES.** All notices permitted or required pursuant to this Agreement shall be in writing and shall be deemed to have been served when sent by certified mail, return receipt requested, postage prepaid, or via Federal Express or other nationally recognized overnight express courier and addressed to the parties to whom such notices are intended as set forth below:

If to Railroad: Illinois Central Railroad Company  
17641 S. Ashland Ave, Homewood, Illinois 60430  
Attention: Business Development & Real Estate

With a copy to: Illinois Central Railroad Company  
17641 Ashland Avenue  
Homewood, Illinois 60430-1345  
Attention: Law Department

If to Grantee: Ideal Box Company  
4800 S. Austin Avenue  
Chicago, IL 60638  
Attn: President

With a copy to: John A. Burnam  
623 Main Street, Suite 200  
P.O. Box 1828  
Hattiesburg, Mississippi 39403

Either party may change its addressee or address by written notice to the other party, provided, however, that the designation of an addressee or address, or both, by notice hereunder shall not be effective until the third day after notice thereof is given.

15. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the state of Illinois.

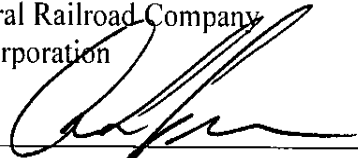
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties hereby have caused this Easement Agreement to be duly executed and attested as of the dates shown below.

RAILROAD:

Illinois Central Railroad Company  
an Illinois corporation

By:   
Name: Arthur L. Spiros  
Title: Senior Manager Business Development & Real Estate

GRANTEE:

Ideal Box Co., an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereby have caused this Easement Agreement to be duly executed and attested as of the dates shown below.

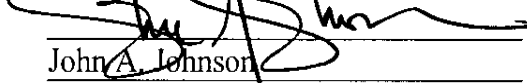
RAILROAD:

Illinois Central Railroad Company  
an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GRANTEE:

Ideal Box Co., an Illinois corporation

By:   
Name: John A. Johnson  
Title: Vice President and Assistant Treasurer

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 the County and State aforesaid, DO HEREBY CERTIFY, that Arthur L. Spiros, personally known to me to be the Sr. Manager Business Development & Real Estate of **Illinois Central Railroad Company**, an Illinois corporation, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such Sr. Manager Business Development & Real Estate of said Company, he/she signed and delivered the said instrument of writing as such Sr. Manager Business Development & Real Estate of said Company as his/her free and voluntary act and as the free and voluntary act and deed of said Company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11th day of September 2018.

  
\_\_\_\_\_  
Notary Public

My commission expires: 3/8/2019



**Chicago Title**  
10 S. LaSalle Street, Suite 2850  
Chicago, IL 60603

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STATE OF Mississippi )  
 ) ss.  
COUNTY OF Forrest )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that John A. Johnson, personally known to me to be the Vice President and Assistant Treasurer of Ideal Box Co., an Illinois corporation, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such Vice President and Assistant Treasurer of said corporation, he signed and delivered the said instrument of writing as such Vice President and Assistant Treasurer of said corporation and caused the seal of said corporation to be thereunto affixed, as his 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 10th day of September, 2018.

Mona Fountain  
\_\_\_\_\_  
Notary Public  
My commission expires: Jan 11, 2020  
NOTARY PUBLIC  
ID No. 16938  
Commission Expires  
January 11, 2020  
STONE COUNTY

Property of Cook County Clerk's Office

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## Exhibit A Legal Description of Austin Parcel

### AUSTIN PARCEL 1:

A strip of land 20.0 feet in width, 10.0 feet on each side of the following described centerline: Commencing at the intersection of a line drawn at right angles to the South line of the Northwest Quarter of Section 8, township 38 North, Range 13 East of the Third Principal Meridian from the Southeast corner of said Northwest Quarter with the North line of the South Half of said Northwest Quarter, said point being the centerline of S. Austin Avenue at its terminus as heretofore dedicated and shown on the Plat of Dedication for Public Streets recorded August 24, 1971 as Document No. 21597011; thence continuing North along said line drawn at right angles to the South line of said Northwest Quarter, as aforesaid, a distance of 434.41 feet, more or less, to a point on said line 1767.76 feet North of the Southeast corner of said Northwest Quarter, being also the centerline of an existing railroad track, said point being also the terminus of said centerline in Cook County, Illinois.

Containing 8,688.20 Square Feet.

### AUSTIN PARCEL 2:

A strip of land 20.0 feet in width, 10.0 feet on each side of the following described centerline: Commencing at the terminus of aforesaid AUSTIN PARCEL 1 above; thence northwesterly along a line forming an angle of 158 degrees 39 minutes, as measured from South to West to Northwest, with the last described course, a distance of 456.75 feet, said point being 33.0 feet northeasterly, measured at right angles, of the northeasterly and northwesterly lines and said lines extended of that tract of land conveyed by the Gulf, Mobile and Ohio Railroad Company to the Perlman Paper Company by deed recorded November 2, 1962 as document No. 18464298, said point being also the terminus of said centerline in Cook County, Illinois.

Containing 9,135.00 Square Feet.

### AUSTIN PARCEL 3:

Beginning at the intersection of a line drawn at right angles to the South line of the Northwest Quarter of Section 8, township 38 North, Range 13 East of the Third Principal Meridian from the Southeast corner of said Northwest Quarter with the North line of the South Half of said Northwest Quarter, said point being the centerline of S. Austin Avenue at its terminus as heretofore dedicated and shown on the Plat of Dedication for Public Streets recorded August 24, 1971 as Document No. 21597011; thence South 88 degrees 04 minutes 09 seconds West, along the South right of way for W. 49th Street, 21.59 feet; thence North 01 degrees 55 minutes 51 seconds West, 424.38 feet; thence North 23 degrees 16 minutes 17 seconds West, 434.59 feet; thence North 66 degrees 43 minutes 09 seconds East, 23.00 feet; thence South 23 degrees 16 minutes 17 seconds East, 436.75 feet; thence South 66 degrees 43 minutes 09 seconds West, 0.74 feet; thence South 01 degrees 55 minutes 51 seconds East, 430.50 feet to the point of beginning, in Cook County, Illinois.

Containing 19,249.74 Square Feet.

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## Exhibit B Legal Description of Merrimac Parcel

### MERRIMAC PARCEL 1:

A strip of land 20.0 feet in width, 10.0 feet on each side of the following described centerline: Commencing at the intersection of a line drawn at right angles to the South line of the Northwest Quarter of Section 8, township 38 North, Range 13 East of the Third Principal Meridian from the Southeast corner of said Northwest Quarter with the North line of the South Half of said Northwest Quarter, said point being the centerline of S. Austin Avenue at its terminus as heretofore dedicated and shown on the Plat of Dedication for Public Streets recorded August 24, 1971 as Document No. 21597011; thence continuing North along said line drawn at right angles to the South line of said Northwest Quarter, as aforesaid, a distance of 434.41 feet, more or less, to a point on said line 1767.76 feet North of the Southeast corner of said Northwest Quarter, being also the centerline of an existing railroad track; thence northwesterly along a line forming an angle of 158 degrees 39 minutes, as measured from South to West to Northwest, with the last described course, a distance of 446.55 feet, said point being 33.0 feet northeasterly and 10.0 feet northwesterly, both as measured at right angles, of the northeasterly and northwesterly lines and said lines extended of that tract of land conveyed by the Gulf, Mobile and Ohio Railroad Company to the Perlman Paper Company by deed recorded November 2, 1962 as document No. 18464298; thence southwesterly at right angles, along a line 10.0 feet northwesterly measured at right angles and parallel with the northwesterly line of that tract of land conveyed within said Document 18464298 and said line extended southwesterly, a distance of 10.0 feet for a point of beginning; thence continuing southwesterly along the previously said course, a distance of 1245.20 feet; thence southeasterly along a line which forms an angle of 72 degrees 15 minutes 10 seconds, as measured from Southwest to Southeast, with the last described course as extended, a distance of 258.30 feet; thence southerly along a line which forms an angle of 14 degrees 48 minutes 10 seconds, as measured from South to Southwest, with the last described course as extended, a distance of 152.15 feet; thence southwesterly along a line which forms an angle of 11 degrees 10 minutes 50 seconds, as measured from South to Southwest, with the last described course as extended, a distance of 196.30 feet to a point on a line 22.50 feet southeasterly of and parallel with the southeasterly line of that tract of land conveyed by the Gulf, Mobile and Ohio Railroad Company to the Pacific Mutual Door Company by deed dated December 10, 1958 as document No. 17672819, and said parallel line extended northeasterly; thence southwesterly along said parallel line, a distance of 17.90 feet, more or less, to a point on the northeasterly line as extended southeasterly of that tract of land conveyed within said document No. 17672819, said point being also the terminus of said centerline in Cook County, Illinois.

Containing 37,397.00 Square Feet.

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## MERRIMAC PARCEL 2:

That part of the Northwest Quarter of Section 8, Township 38 North, Range 13 East of the Third Principal Meridian, which is described as follows:

Also commencing at the southeasterly corner of the land conveyed by document No. 19758882; thence in a southeasterly direction a distance of 45.0 feet on a line perpendicular to the southerly line of the land conveyed by said document 19758882; thence southwesterly along a line 45.0 feet southeasterly of and parallel to the southerly line of the land conveyed by said document 19758882, a distance of 311.81 feet; thence northwesterly on a line perpendicular to the last described line, 45.0 feet to a point on the southerly line of the land conveyed by said Document No. 19758882, thence northeasterly along the southerly line of the land conveyed by said Document No. 19758882; a distance of 311.81 feet to the point of beginning; excepting therefrom the land lying West of a line described as follows: A line which is 33.0 feet West, as measured at right angles, of the centerline of South Merrimac Avenue, as the same is laid out in Bartlett's Highlands, a subdivision of the Southwest Quarter (except the East Half of the East Half thereof) of said section 8 as extended North and South, all in Cook County, Illinois.

Containing 12,923.91 Square Feet.

## MERRIMAC PARCEL 4:

Commencing at the intersection of a line drawn at right angles to the South line of the Northwest Quarter of Section 8, township 38 North, Range 13 East of the Third Principal Meridian from the Southeast corner of said Northwest Quarter with the North line of the South Half of said Northwest Quarter, said point being the centerline of S. Austin Avenue at its terminus as heretofore dedicated and shown on the Plat of Dedication for Public Streets recorded August 24, 1971 as Document No. 21597011; thence continuing North along said line drawn at right angles to the South line of said Northwest Quarter, as aforesaid, a distance of 434.41 feet, more or less, to a point on said line 1767.76 feet North of the Southeast corner of said Northwest Quarter, being also the centerline of an existing railroad track; thence northwesterly along a line forming an angle of 158 degrees 39 minutes, as measured from South to West to Northwest, with the last described course, a distance of 43.20 feet; thence South 66 degrees 43 minutes 09 seconds West, 33.00 feet; thence North 23 degrees 16 minutes 17 seconds West, 393.55 feet; thence South 66 degrees 43 minutes 09 seconds West, 1183.15 feet for a point of beginning; thence South 06 degrees 03 minutes 30 seconds East 326.64 feet; thence South 19 degrees 29 minutes 39 seconds West, 293.69 feet; thence South 64 degrees 57 minutes 59 seconds West, 56.46 feet; thence North 25 degrees 02 minutes 01 seconds West, 12.50 feet; thence North 64 degrees 57 minutes 59 seconds East, 21.99 feet; thence North 20 degrees 26 minutes 59 seconds East, 201.37 feet; thence North 09 degrees 16 minutes 09 seconds East, 154.43 feet; thence North 05 degrees 32 minutes 01 seconds West, 252.30 feet; thence North 66 degrees 43 minutes 09 seconds East, 31.75 feet to the point of beginning, in Cook County, Illinois.

Containing 21,120.26 Square Feet.

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## Exhibit C

### Legal Description of Merrimac Easement Parcel

#### MERRIMAC PARCEL 3:

That part of the Northwest Quarter of Section 8, Township 38 North, Range 13 East of the Third Principal Meridian falling within a 66 foot strip, the centerline of which is the northward extension of the centerline of South Merrimac Avenue as the same is laid out in Bartlett's Highlands Subdivision of the Southwest Quarter (except the East Half of the East Half thereof) of said Section 8 and lying South of the southeasterly line of land conveyed by said Document No. 19758882, and North of the South line of the Northwest Quarter of Section 8, aforesaid; except the South 33.0 feet of said strip taken for public street by Document No. 21597010; and except that part falling within easement Parcel 2 described above, in Cook County, Illinois.

Containing 64,364.74 Square Feet.

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## Exhibit D Legal Description of Grantee Parcel

### PARCEL 1:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE NORTH ON A LINE AT RIGHT ANGLES TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 8, A DISTANCE OF 1767.76 FEET, BEING THE CENTER LINE OF AN EXISTING RAILROAD TRACT; THENCE NORTHWESTERLY ALONG A LINE FORMING AN INTERIOR ANGLE OF 158 DEGREES 39 MINUTES WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 43.20 FEET; THENCE SOUTHWESTERLY AT 90 DEGREES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 33 FEET; THENCE NORTHWESTERLY AT 90 DEGREES TO THE LAST DESCRIBED COURSE, 393.55 FEET; THENCE SOUTHWESTERLY AT 90 DEGREES TO THE LAST DESCRIBED COURSE, 669.17 FEET FOR A POINT OF BEGINNING OF LAND TO BE DESCRIBED; THENCE SOUTHEASTERLY AT 90 DEGREES TO THE LAST DESCRIBED COURSE, 466.67 FEET TO A POINT 45 FEET (MEASURED AT RIGHT ANGLES) FROM THE CENTER LINE OF A RAILROAD TRACT; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN INTERIOR ANGLE OF 91 DEGREES 45 MINUTES 10 SECONDS WITH THE LAST DESCRIBED COURSE, BEING 45 FEET (MEASURED AT RIGHT ANGLES) FROM THE CENTER LINE OF SAID TRACT, 173.33 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN INTERIOR ANGLE OF 88 DEGREES 13 MINUTES 50 SECONDS WITH THE LAST DESCRIBED COURSE, 472.02 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 173.25 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 8, AFORESAID; THENCE NORTH AT RIGHT ANGLES TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 8 AFORESAID, FOR A DISTANCE OF 1767.76 FEET TO A POINT (BEING THE CENTER LINE OF AN EXISTING RAILROAD TRACT); THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 158 DEGREES 39 MINUTES (MEASURED FROM SOUTH TO WEST TO NORTH WEST) WITH THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 436.55 FEET; THENCE SOUTHWESTERLY ALONG A LINE (HEREINAFTER REFERRED TO AS LINE "A") DRAWN AT RIGHT ANGLES TO THE LAST DESCRIBED LINE FOR A DISTANCE OF 875.39 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO LINE "A" 472.02 FEET TO A LINE 45.0 FEET (MEASURED AT RIGHT ANGLES) NORTHWESTERLY OF AND PARALLEL WITH THE

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CENTER OF INDUSTRIAL LEAD TRACT ICC NUMBER 269-W; THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE 602.92 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A LINE FORMING AN INTERIOR ANGLE OF 45 DEGREES 28 MINUTES 20 SECONDS WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 243.28 FEET TO A POINT; THENCE NORTHEASTERLY 326.64 FEET TO A POINT IN LINE "A" HEREIN BEFORE DESCRIBED, 340.85 FEET SOUTHWESTERLY OF THE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG A LINE "A", AFORESAID, 340.85 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE NORTH ON A LINE AT RIGHT ANGLES TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 8, A DISTANCE OF 1767.76 FEET, BEING THE CENTER LINE OF AN EXISTING RAILROAD TRACT; THENCE NORTHWESTERLY ALONG A LINE FORMING AN INTERIOR ANGLE OF 158 DEGREES 39 MINUTES WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 43.20 FEET; THENCE SOUTHWESTERLY AT 90 DEGREES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 33.0 FEET FOR A POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE NORTHWESTERLY AT 90 DEGREES TO THE LAST DESCRIBED COURSE, 393.35 FEET; THENCE SOUTHWESTERLY AT 90 DEGREES TO THE LAST DESCRIBED COURSE, 669.14 FEET; THENCE SOUTHEASTERLY AT 90 DEGREES TO THE LAST DESCRIBED COURSE, 466.67 FEET TO A POINT 45.0 FEET (MEASURED AT RIGHT ANGLES) FROM THE CENTER LINE OF A RAILROAD TRACT; THENCE NORTHEASTERLY ALONG A LINE FORMING AN INTERIOR ANGLE OF 88 DEGREES 13 MINUTES 50 SECONDS WITH THE LAST DESCRIBED COURSE, BEING A LINE 45.0 FEET (MEASURED AT RIGHT ANGLES) FROM THE CENTER LINE OF SAID TRACT, 342.43 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG A CURVE CONVEX SOUTHEASTERLY TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 1095.70 FEET FOR AN ARC DISTANCE OF 251.05 FEET TO THE POINT OF TANGENCY; THENCE NORTHEASTERLY TANGENT TO SAID CURVE, 81.67 FEET TO AN INTERSECTION WITH A CURVE CONVEX EASTERLY AND HAVING A RADIUS OF 196.18 FEET BEING 5.45 FEET (MEASURED ALONG THE ARC OF SAID CURVE) OF THE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.45 FEET TO THE POINT OF CURVE AND THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 4800 SOUTH AUSTIN AVENUE, CHICAGO, ILLINOIS 60638

## PROPERTY INDEX NUMBERS:

19-08-100-030-0000  
 19-08-100-043-0000  
 19-08-100-065-0000



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Exhibit E  
Depiction of Austin Parcel, Merrimac Parcel and Grantee Parcel

(see attached)

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

Property of Cook County Clerk's Office

