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66-15-335-Unit C

THIS INSTRUMENT is a deed executed this 30<sup>th</sup> day of JUNE 1978, by A. B. DICK COMPANY, a corporation of Illinois, 5700 West Touhy Avenue, Chicago, Illinois (hereinafter called "Dick") and W. W. GRAINGER, INC., a corporation of Illinois, 5959 West Howard Street Chicago, Illinois, (hereinafter called "Grantee").

792.50

1. Dick now is or heretofore was the owner of:

All of Lots 1, 2, 3, 6, 7, 8, 9, 10, 15 and 16 and that part of Lots 4, 5, 11, 12 and 14 lying East of the right-of-way of Chicago, Milwaukee, St. Paul & Pacific Railroad, in Charles McDonnell's Subdivision of the Southeast Quarter of Section 29, Township 41 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois,

which said land is hereinafter referred to as the "Dick Property." Dick, from time to time, has conveyed or may desire to convey to others portions of the Dick Property.

Dick's offices and manufacturing plant are located on the following described property:

All of Lots 9, 10, 15 and 16 and that part of Lots 11, 12 and 14 lying East of the right-of-way of Chicago, Milwaukee, St. Paul & Pacific Railroad, in Charles McDonnell's Subdivision of the Southeast Quarter of Section 29, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois,

(hereinafter sometimes referred to as the "Dick Plant Property").

2. Dick, in consideration of the sum of \$100.00, the covenants and agreements of Grantee herein, and other good and valuable considerations in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, alien and convey unto Grantee and the successors and assigns of

COOK COUNTY, ILL. 055464

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Grantee forever, all the following described property situated in the County of Cook and State of Illinois, to-wit:

The North 517 feet of the South 600 feet of the West 400 feet of Lot 7 except that part described as follows: Commencing at a point on the East line of said West 400 feet, 580 feet North of the South line of said Lot 7, thence North 10 feet along said East line of said West 400 feet, then West 95 feet along a line parallel with the South line of said Lot 7, thence Southeasterly to the point of beginning, in Charles McDonnell's Subdivision in the South East 1/4 of Section 29, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois,

(hereinafter sometimes referred to as the "premises"); together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, subject to the reservations and other matters and things hereinafter set forth.

TO HAVE AND TO HOLD the said premises with the appurtenances unto Grantee and the successors and assigns of Grantee forever.

3. This conveyance is subject to an easement over, under and through the North 10 feet of the premises conveyed hereunder for the construction, maintenance, repair and use of a railroad side track, subject to the terms and conditions of the agreements recorded as documents nos. 14965059, 14968146, 14981530 and 21664483.

4. Dick hereby grants to Grantee and the successors and assigns of Grantee, as an appurtenance to the premises hereinabove conveyed, easements in perpetuity over, under and through:



(1) The parts of Lots 4, 5, 6, 7 and 8 in said Charles McDonnell's Subdivision lying East of the Easterly line of the Chicago Milwaukee, St. Paul and Pacific Railroad right-of-way and falling within a strip of land 20 feet wide, the center line of which is described as follows:

Beginning at a point on the East line of Lot 8 600 feet North of the South line of said Lot 8; thence West along a line parallel to the South line of Lots 6, 7, and 8 to a point 2220 feet East of the West line of said Lot 6; thence Northwesterly 466.35 feet more or less along a curved line convex Southwesterly with a radius of 478.34 feet to a point on said Easterly line of the right-of-way of Chicago, Milwaukee, St. Paul & Pacific Railroad, 546.33 feet Southeasterly of the intersection of said Easterly line of said railroad right-of-way with the North line of the Southeast Quarter of said Section 29; thence Northwesterly along said curved line convex Southwesterly with a radius of 478.34 feet until the Northeasterly line of said 20 foot strip of land intersects the Easterly line of said right-of-way of said Chicago, Milwaukee, St. Paul & Pacific Railroad, (except that part falling within the premises hereby conveyed);

for the maintenance, repair and use of a railroad side track, subject to the conditions hereinafter set forth and for the purposes set forth in this section 4. The right of Grantee to use any such side track shall be subject to the provisions of agreements with respect to such side track made by Grantee (with the consent of other parties who are entitled to the use of said railroad side track) from time to time with the Chicago, Milwaukee, St. Paul & Pacific Railroad and its successors and assigns. The right of Grantee to use such side track and side track easement shall also be subject to such rules and regulations as may be made by said railroad or by the Illinois Commerce Commission or by any other governmental body having jurisdiction

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over said side track. Grantee agrees that it will not unreasonably interfere with the operation and use of said side track by others and will not unreasonably interrupt the use of the side track, or any other easement facilities in the property over which said side track easement is granted or reserved, by any of the owners from time to time, of the Dick Property. Dick agrees that it will not unreasonably interfere with Grantee's use of the side track.

5. Dick hereby grants to Grantee and the successors and assigns of Grantee, as an appurtenance to the premises hereinabove conveyed:

(a) the right to use and enjoy the easement facilities, including railroad side track, now or hereafter installed in said easements described in Section 3 hereof, in common with others, for the purposes respectively set forth in Section 3 of this instrument, subject, however, to the conditions and agreements with respect to said easements hereinabove and hereinafter set forth.

(b) the right to use in common with others the easements facilities provided for in the agreement dated July 26, 1951, and recorded as document number 15212773, among Precision Castings Corporation, A. B. Dick Company, United Drill and Tool Corporation, International Register Company and Harig Manufacturing Corporation.

6. Grantee has heretofore acquired title to the following described premises:

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Lot 3 (except the East 25 feet of said Lot 3); that part of Lot 6 lying North of the South 600 feet of said Lot 6 and lying West of the East 25 feet of said Lot 6; that part of Lot 4 lying East of the right-of-way of Chicago, Milwaukee, St. Paul & Pacific Railroad; and that part of Lot 5 lying North of the South 600 feet of said Lot 5 and East of the right-of-way of Chicago, Milwaukee, St. Paul & Pacific Railroad; and the West 400 feet of Lot 2 (except the North 410 feet of said Lot 2); also the West 400 feet of Lot 7 (except the South 600 feet of said Lot 7); also the East 25 feet of Lot 3 (except the North 410 feet of said Lot 3); also the East 25 feet of Lot 6 (except the South 600 feet of said Lot 6); and the South 600 feet of Lot 6 (except the East 25 feet thereof) and that portion of the South 600 feet of Lot 5 lying East of the Chicago, Milwaukee and St. Paul and Pacific Railroad, all in Charles McDonnell's Subdivision of the Southeast Quarter of Section 29, Township 41 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois (hereinafter referred to as the "Grainger Property").

It is hereby expressly declared that the easements granted to Grantee by this instrument over, through and under the Grainger Property shall not merge in Grantee's ownership of the Grainger Property but shall exist as easement rights appurtenant to the premises, separate and apart from Grantee's ownership of the Grainger Property; and that the easements which have by this deed or heretofore been acquired by Grantee over, through and under the premises shall not merge in Grantee's ownership of the premises but shall exist as easement rights appurtenant to the Grainger Property, separate and apart from Grantee's ownership of the premises.

7. The easements hereinbefore described and granted by Dick are subject to the conditions hereinafter set forth:

(a) Said easements are granted for use in common with others using or having the right to use said easements.

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(b) Grantee covenants and agrees that Dick, unless it shall hereafter acquire property adjacent or contiguous thereto, shall have no obligations or liabilities in respect to the operation, maintenance or use of the railroad side track located in the above-described easement area.

(c) Notwithstanding the reservations herein contained, Grantee agrees to pay all taxes and governmental special assessments levied and assessed upon or against that portion of the premises in respect of which the foregoing easements are reserved. Dick states that as of the date of this deed, there are no governmental special assessments levied and assessed upon the premises and that Dick has received no notice of contemplated governmental special assessments.

(d) Grantee will at the times hereinafter specified share with the other parties entitled to the use of said railroad side track the cost of maintaining, renewing, replacing and repairing any part or all of said railroad side track. Any spur tracks to serve the premises hereby conveyed shall be installed and maintained by Grantee at its sole expense.

(e) Any such repairing, or replacing of the railroad side tracks or any improving or maintaining of improvements within the particular portion of the property over, under and through which the foregoing railroad side track easement is reserved or granted, may be done whenever and as often as, Grantee and the other parties who are entitled to the use of said railroad side track shall determine.

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8. Grantee covenants and agrees not to construct any building or other structure, either above or under the surface of the ground, upon the property over, under and through which the foregoing easements are reserved or granted, other than parking lots, driveways, necessary connections within said easement property and structures for the use of the easements and the easement facilities now or hereafter installed in said easements for the purposes hereinbefore set forth.

9. Grantee covenants and agrees not to construct any building or other structure above the surface of the ground within 7 feet of the West line of the premises hereby conveyed, or within 10 feet of the South line of the premises hereby conveyed.

10. Dick covenants and agrees with Grantee as a covenant running with the land for the benefit of the premises hereby conveyed and any other part of the Dick Property that during the period ending January 1, 2000 no part of the Dick Property shall be used for other than manufacturing, office, industrial, storage, warehouse or sales purposes or any other use now being made of said property, nor shall said Dick Property or any part thereof at any time during the said period be used for the erection or maintenance thereon of any dwellings, stores, hotels, saloons, boarding houses or churches or for purposes other than those expressly permitted hereby or for any use which shall give rise to noxious odors, gases or fumes, nor shall said Dick Property at any time during said period be used for the storage,

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manufacture, sale or advertising of spirituous malt or intoxicating liquor of any kind or description. Dick shall not be required to enforce compliance with the covenants contained in this Section 10 by persons other than Dick, nor shall Dick be liable to Grantee for damages in the event the covenants contained in this Section 10 are breached by persons other than Dick.

11. Grantee covenants and agrees that none of the premises hereby conveyed shall be used at any time during the period ending January 1, 2000 for other than manufacturing, office, industrial, storage, warehouse or sales purposes, nor shall said premises conveyed or any part thereof at any time during the said period be used for the erection or maintenance thereon of any dwellings, stores, hotels, saloons, boarding houses or churches, or for purposes other than those expressly permitted hereby or for any use which shall give rise to noxious odors, gases, or fumes, nor shall said premises hereby conveyed at any time during said period be used for the storage, manufacture, sale or advertising of spirituous, malt or intoxicating liquor of any kind or description.

12. In the event said premises so conveyed or any part thereof are used by Grantee its successors, assigns and grantees for any such prohibited purposes during the said period, Dick or its successors or assigns shall have the right to institute and prosecute any proceedings at law or in equity against any person

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violating or attempting to violate said covenants or any of them or for the specific performance thereof, and shall have the right to obtain an injunction restraining said person and all other persons from violating, or attempting to violate said covenants or any of them, and in said injunction suit or any other suit to recover from said persons or any other persons, all reasonable costs and expenses, including attorneys' fees, incurred by Dick or its successors or assigns, or their agents, in any such proceeding so brought to enforce said covenants. It is expressly understood and agreed that the remedies hereinabove reserved to Dick and its successors or assigns for the enforcement of said covenants and agreements hereunder shall be concurrent and cumulative and in addition to all other remedies permitted by law. Grantee shall not be required to enforce compliance with the covenants contained in Section 11 hereof by persons other than Grantee nor shall Grantee be liable to Dick for damages in the event covenants contained in Section 11 hereof are breached by persons other than Grantee. Grantee covenants, however, to include in any deed or lease by it of the Premises, or any part thereof a requirement that the Premises be used only for the uses permitted by Section 11 hereof.

13. This conveyance is expressly made subject to the following matters and things:

(a) General taxes for the year 1977 and subsequent years.

(b) Easements of record for water, gas, sewer, electricity, public utility lines, or railroad sidetracks.

(c) Any and all laws, ordinances, or governmental regulations, including building and zoning ordinances, limiting or regulating the use or enjoyment of the premises or the dimensions or locations of any improvements constituting a part thereof.

(d) Easements granted or reserved over, under and through the North 10 feet of the Premises for the benefit of any owners of any part of the Dick Property, their heirs, executors, successors or assigns, subject to the terms, covenants, conditions, provisions and agreements contained in Section 3 hereof.

14. All notices required to be given Grantee under the terms of this instrument shall be in writing and shall be deemed to have been duly served on Grantee when delivered personally to any officer of Grantee, or when mailed, by United States registered mail, postage prepaid, addressed to Grantee at such address as Grantee may have theretofore furnished in writing for the declared and express purpose of receiving notices, or, if no such address shall have theretofore been furnished for such purpose,

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then properly addressed to Grantee at Grantee's last known address. All notices required to be given Dick under the terms of this instrument shall be in writing and shall be deemed to have been duly served on Dick when delivered personally to any officer of Dick, or when mailed, by United States registered mail, postage prepaid, addressed to Dick at such address as Dick may have theretofore furnished in writing for the declared and express purpose of receiving notices, or, if no such address shall have theretofore been furnished for such purpose, then properly addressed to Dick at Dick's last known address.

15. All of the covenants, agreements, conditions and undertakings in this instrument contained shall extend to and be binding upon the successors and assigns of the respective parties hereto the same as if they were in every case named and expressed and the same shall be construed as covenants running with the land.

IN WITNESS WHEREOF, the parties, pursuant to authority of their respective Boards of Directors, have executed and delivered this instrument and affixed their corporate seals the day and year first above written.



A. B. DICK COMPANY  
By K. B. Ventas  
President



W. W. GRAINGER, INC.  
By J. Allen  
Vice President

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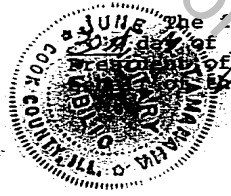
COOK COUNTY, ILLINOIS  
FILED FOR RECORD

*Richard R. Olson*  
RECORDER OF DEEDS

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STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK )



The foregoing instrument was acknowledged before me this  
30th day of JUNE, 1978 by K.B. VAN TASSEL,  
Chairman of W. W. GRAINGER, INC., an Illinois corporation, on  
behalf of the corporation.

*James M. Smarsh*  
My commission expires March 31, 1979

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this  
30th day of JUNE, 1978 by W. D. FLUND  
*Vice President* Chairman of W. W. GRAINGER, INC., an Illinois corporation,  
behalf of the corporation.

*Robert A. Flund*  
My commission expires March 31, 1979



This Document prepared by  
Charles R. Staley  
Wilson & McIlvaine  
135 South LaSalle Street  
Chicago, Illinois 60603  
(312) 263-1212

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Mail To: Chicago Title & Trust  
111 W. Washington St.  
Chicago, Ill. 60602  
Attn: R. McCormick  
# 363390

R.D.D.