

# UNOFFICIAL COPY

24 141 633

DEED-IN-TRUST

21/10

65-65-722

Grantor, ILLINOIS CENTRAL GULF RAILROAD COMPANY, a Delaware corporation having its principal place of business at 733 North Michigan Avenue, Chicago, Illinois (hereinafter called "Grantor"), for the consideration of \$5,265,171.25, the receipt and sufficiency of which is hereby acknowledged, hereby conveys and warrants to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, whose address is 31 North LaSalle Street, Chicago, Illinois 60602, as Trustee under agreement dated June 11, 1971, and known as Trust No. 75802 (hereinafter called "Grantee"), its successors and assigns forever, all the property situated in Chicago, Cook County, Illinois, described on Exhibit A, which is attached hereto and made a part hereof, together with all and singular the hereditaments, easements and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the said Grantor, either in law or equity, of, in and to said premises, with all hereditaments and appurtenances. TO HAVE AND TO HOLD the said premises with the appurtenances, unto the said Grantee, its successors and assigns forever, upon the trusts, and for the uses and purposes herein and in said Trust Agreement set forth, reserving unto Grantor, its successors and assigns:

A. An exclusive easement to use and maintain Grantor's East South Water Street Commuter Station in that part of Parcel 1 (of the premises herein conveyed) now occupied by said Station, until such time as said Station is relocated by Grantee to the land under said Parcel 1. Grantee shall have the right to so relocate said Station in accordance with the terms and conditions of that certain Easement Agreement between Grantor and Grantee, dated October 7, 1976 and recorded in the Recorder's Office of Cook County, Illinois on the same date as Document 23 665 799, as amended by Amendment of Easement Agreement between said parties dated October 6, 1977 and recorded in said Recorder's Office on October 11, 1977 as Document 24 141 634 (herein called "Easement Agreement").

This instrument prepared by:  
 Wence F. Cerne  
 111 East Wacker Drive  
 Chicago, IL 60601

Box 140 REC

24 141 633

# UNOFFICIAL COPY

B. An exclusive easement for pedestrian right-of-way for ingress to and egress from said Station at a location to be determined in accordance with the terms and conditions of the Easement Agreement in the following described property:

THE PROPERTY AND SPACE LYING BELOW AND EXTENDING DOWNWARD FROM A HORIZONTAL PLANE HAVING AN ELEVATION OF 18 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY UPWARD AND DOWNWARD FROM THE SURFACE OF THE EARTH, OF THE NORTH 20 FEET OF PARCEL 1 AFORESAID.

When Grantor's Station is relocated by Grantee pursuant to paragraph A above, Grantee shall provide and install at said location, subject to and in accordance with the terms and conditions of the Easement Agreement, an entrance and exit way at the sidewalk level of lower level East South Water Street and a stairway extending East from said entrance and exit way down to the floor level of said Station as so relocated. After said facilities are so installed Grantor shall execute and deliver to Grantee an amendment to this instrument in recordable form limiting said right-of-way to the location as so determined. Grantor shall have exclusive right to management and control of said right-of-way and the obligation to maintain and repair said facilities.

C. The right to dedicate and grant to the City of Chicago fee simple title in and to a public right-of-way for subway construction in the following described property:

THE PROPERTY AND SPACE LYING BELOW AND EXTENDING DOWNWARD FROM A HORIZONTAL PLANE HAVING AN ELEVATION OF 26 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED UPWARD AND DOWNWARD FROM THE SURFACE OF THE EARTH, OF ALL THAT PART OF THE PROPERTY HEREIN CONVEYED WHICH LIES EAST OF A LINE 4 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF NORTH STETSON AVENUE AS SAID STREET IS DEFINED IN THE AMENDATORY LAKE FRONT ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON SEPTEMBER 17, 1969.

Grantee covenants and agrees for itself, its successors and assigns, to join in such grant and dedication and to execute such other documents as may be legally required to make such dedication and grant in accordance with the provisions of Section 12(b) of said Amendatory Lake Front Ordinance.

D. A perpetual and exclusive easement to maintain, reconstruct, renew and repair, at the sole risk, cost and expense of the Grantor, the concrete retaining wall along the west line of Parcel 6 (of the premises herein conveyed).

Full power and authority is hereby granted to Grantee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust and to grant to

# UNOFFICIAL COPY

such successor or successors in trust all of the title, estate, powers and authorities vested in Grantee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with Grantee, or any successor in trust, in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by Grantee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of Grantee, or be obliged or privileged to inquire into any of

24 141 633

# UNOFFICIAL COPY

the terms of said Trust Agreement: and every deed, trust deed, mortgage, lease or other instrument executed by Grantee, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that Grantee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither American National Bank and Trust Company of Chicago, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation, or indebtedness incurred or entered into by the Grantee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or,

24 141 633

# UNOFFICIAL COPY

at the election of the Grantee, in its own name, as Trustee of an express trust and not individually (and the Grantee shall have no obligation whatsoever with respect to any such contract, obligation, or indebtedness except only so far as the trust property and funds in the actual possession of the Grantee shall be applicable for the payment and discharge thereof). All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal property and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said American National Bank and Trust Company of Chicago the entire legal and equitable title in fee simple, in and to all of the real estate above described.

The conveyance hereby made is subject to:

- A. General taxes, if any, for the year 1977 and subsequent years.
- B. Terms and conditions of the Lake Front Ordinance passed by the City Council of the City of Chicago, July 21, 1919, and effective July 31, 1919, and the subsequent amendments to date thereto, including, but not limited to, the amendments of October 24, 1929 and September 17, 1969.
- C. Building and zoning laws or ordinances.
- D. Existing rights and easements of record of all public utility companies and other over and across the property conveyed hereby and adjacent properties.
- E. Acts of Grantee and of any one claiming by, through or under Grantee.

24 141 633

F. Terms and provisions of this Deed.

It is understood that, except as to the warranty of title contained herein, the Grantor has made no representations and gives no warranties with respect to the physical state of the property conveyed hereby, and Grantee accepts the same in the condition existing on the date of this Deed.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Vice President, and Assistant Secretary, this 6th day of October, 1977.

ILLINOIS CENTRAL GULF RAILROAD COMPANY

By Rixon A. Irvine  
Vice President



Witness:  
R. C. Wiese  
Assistant Secretary

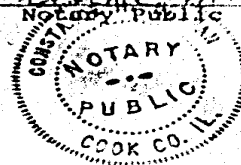
STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK )

I, Constance M. Norman, a Notary Public, do hereby certify, that Rixon A. Irvine, personally known to me to be the Vice President of the ILLINOIS CENTRAL GULF RAILROAD COMPANY and R. C. Wiese, personally known to me to be the Secretary of said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that, being thereunto duly authorized, as such Vice President and Secretary, they signed and delivered the said instrument as Vice President and Secretary of said corporation, and caused the seal of the corporation to be affixed thereto, as their own free and voluntary act, and as the free and voluntary act and deed of said corporation, for uses and purposes therein set forth.

Given under my hand and seal this 6th day of October, 1977.

Constance M. Norman  
Notary Public

My commission expires:  
December 3, 1979



24 141 633

# UNOFFICIAL COPY

## ACCEPTANCE OF GRANTEE

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee aforesaid, hereby accepts the within Deed and agrees to comply with the terms and conditions therein contained.

THIS INSTRUMENT is executed by the Grantee, not personally but solely as Trustee under the terms of that certain agreement dated June 11, 1971 and known as Trust No. 75802, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding that each and all of the covenants, undertakings, representations, and agreements herein made are made and intended not as personal covenants, undertakings, representations and agreements of the Grantee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the American National Bank and Trust Company of Chicago, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against the American National Bank and Trust Company of Chicago or any beneficiary or beneficiaries thereof, on account hereof, or on account of any covenant, undertaking, representation, warranty, or agreement herein contained either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto and by all persons claiming by or through or under said parties.

IN WITNESS WHEREOF, said Grantee has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its VICE PRESIDENT and attested by its ASSISTANT SECRETARY, this 6th day of October, 1977.

[Signature]  
Vice President  
[Signature]  
Assistant Secretary

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK   )

I, P. JOHNSON, a Notary Public in and for said County, in the State aforesaid, do hereby certify, that Will Qualey, Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and J. Woods, Assistant Secretary of said association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said association, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said association, did affix the said corporate seal of said association to

24 141 633

# UNOFFICIAL COPY

said instrument as his own free and voluntary act, and as the free and voluntary act of said association, as Trustee, on the uses and purposes therein set forth.

Given under my hand and Notarial Seal this day of October, 1977.

*[Signature]*  
Notary Public  
CHAS. S. ...  
NOTARY PUBLIC  
COOK COUNTY, ILLINOIS

My commission expires:

My Commission Expires

STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
\$ 900.00  
10/11/77

STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
\$ 900.00  
10/11/77

STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
\$ 900.00  
10/11/77

STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
\$ 900.00  
10/11/77

STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
\$ 900.00  
10/11/77

STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
\$ 900.00  
10/11/77

Oct 11 9 00 AM '77

\* 24141633

RECORDED OF DEEDS

*[Signature]*



# UNOFFICIAL COPY

## PARCEL 1

THE PROPERTY AND SPACE LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY UPWARD FROM THE SURFACE OF THE EARTH, OF THAT PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, BEING THE WHOLE OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF EAST SOUTH WATER STREET (92.00 FEET WIDE) AS SAID EAST SOUTH WATER STREET WAS DEDICATED BY INSTRUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON THE 3RD DAY OF MAY, 1972, AS DOCUMENT NUMBER 21889519, WITH THE EAST LINE OF THAT PART OF NORTH BEAUBIEN COURT VACATED BY ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 5TH DAY OF JULY, 1972, AND RECORDED IN SAID RECORDER'S OFFICE ON THE 8TH DAY OF DECEMBER, 1972, AS DOCUMENT NUMBER 22152086, AND RUNNING

THENCE SOUTH ALONG SAID EAST LINE OF VACATED NORTH BEAUBIEN COURT, A DISTANCE OF 297.673 FEET TO THE NORTHWEST CORNER OF PARCEL "J" IN PLAT OF MID-AMERICA, A RESUBDIVISION OF THE PRUDENTIAL AND ILLINOIS CENTRAL SUBDIVISION (WHICH RESUBDIVISION WAS RECORDED IN SAID RECORDER'S OFFICE ON THE 20TH DAY OF NOVEMBER, 1957, IN BOOK 504 OF PLATS, AT PAGES 1 TO 11, BOTH INCLUSIVE, AS DOCUMENT NO. 17069914);

THENCE EAST ALONG THE NORTH LINE OF SAID PARCEL "K", SAID NORTH LINE BEING A LINE PERPENDICULAR TO SAID EAST LINE OF VACATED NORTH BEAUBIEN COURT, A DISTANCE OF 117.882 FEET;

THENCE NORTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF VACATED NORTH BEAUBIEN COURT, A DISTANCE OF 297.673 FEET TO AN INTERSECTION WITH SAID SOUTH LINE OF EAST SOUTH WATER STREET, 92.00 FEET WIDE; AND

THENCE WEST ALONG SAID SOUTH LINE OF EAST SOUTH WATER STREET, A DISTANCE OF 117.812 FEET TO THE POINT OF BEGINNING;

AND LYING BETWEEN A HORIZONTAL PLANE, FORMING THE UPPER SURFACE OF SAID PROPERTY AND SPACE, SAID PLANE BEING 25.00 FEET ABOVE CHICAGO CITY DATUM; AND THE FOLLOWING DESCRIBED INCLINED AND HORIZONTAL PLANES FORMING THE LOWER SURFACE OF SAID PROPERTY AND SPACE;

(1) AN INCLINED PLANE RISING FROM AN ELEVATION OF 10.50 FEET ABOVE CHICAGO CITY DATUM ALONG THE ENTIRE SOUTH BOUNDARY OF SAID ABOVE DESCRIBED PROPERTY AND SPACE, TO AN ELEVATION OF 11.20 FEET ABOVE CHICAGO CITY DATUM ALONG THE NORTH LINE OF THE SOUTH 218.50 FEET OF SAID PROPERTY AND SPACE; AND

(2) A HORIZONTAL PLANE WHICH IS 11.20 FEET ABOVE CHICAGO CITY DATUM IN THAT PART OF SAID PROPERTY AND SPACE LYING NORTH OF THE SOUTH 218.50 FEET THEREOF.

## PARCEL 2

THE PROPERTY AND SPACE IN THE WEST 117.882 FEET OF THAT PART OF PARCEL "K" AS SHOWN AND DEFINED ON THE PLAT OF MID-AMERICA, A RESUBDIVISION OF THE PRUDENTIAL AND ILLINOIS CENTRAL SUBDIVISION (WHICH RESUBDIVISION WAS RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON THE 20TH DAY OF NOVEMBER, 1957, IN BOOK 504 OF PLATS AT PAGES 1 TO 11, BOTH INCLUSIVE, AS DOCUMENT NO. 17069914) LYING BETWEEN A HORIZONTAL PLANE WHICH IS 21.00 FEET ABOVE CHICAGO CITY DATUM, AND THE FOLLOWING DESCRIBED HORIZONTAL AND INCLINED PLANES FORMING THE LOWER SURFACE OF SAID PROPERTY AND SPACE:

# UNOFFICIAL COPY

(1) AN INCLINED PLANE DESCENDING FROM AN ELEVATION OF 10.50 FEET ABOVE CHICAGO CITY DATUM ALONG THE ENTIRE NORTH BOUNDARY OF SAID ABOVE DESCRIBED PROPERTY AND SPACE, TO AN ELEVATION OF 10.00 FEET ABOVE CHICAGO CITY DATUM ALONG THE SOUTH LINE OF THE NORTH 16 FEET OF SAID PROPERTY AND SPACE; AND

(2) A HORIZONTAL PLANE WHICH IS 10.00 FEET ABOVE CHICAGO CITY DATUM IN THAT PART OF SAID PROPERTY AND SPACE LYING SOUTH OF THE NORTH 16.00 FEET THEREOF;

EXCEPTING FROM SAID PROPERTY AND SPACE THOSE PARTS THEREOF LYING WITHIN SUPPORT LOTS VC 40, VC 41, VC 42, VG 7, VG 8, VG 9, VG 14, VG 15, VG 20, VG 21, VG 22, VB 1, VB 2 AND VB 3, ALL AS SHOWN AND DEFINED ON SAID PLAT OF MID-AMERICA.

## PARCEL 3

THE LAND, PROPERTY AND SPACE, BELOW, AT AND ABOVE THE SURFACE OF THE EARTH, LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY UPWARD AND DOWNWARD FROM THE SURFACE OF THE EARTH, OF THAT PART OF THE LAND LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, BEING THE WHOLE OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF EAST SOUTH WATER STREET, 92.05 FEET WIDE, AS SAID EAST SOUTH WATER STREET WAS DEDICATED BY INSTRUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON THE 3RD DAY OF MAY, 1972, AS DOCUMENT NO. 21839519, WITH A LINE 117.882 FEET, MEASURED PERPENDICULARLY, EAST FROM AND PARALLEL WITH THE EAST LINE OF THAT PART OF NORTH BEAUBIEN COURT VACATED BY ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 5TH DAY OF JULY, 1972, AND RECORDED IN SAID RECORDER'S OFFICE ON THE 8TH DAY OF DECEMBER, 1972, AS DOCUMENT NO. 22152086; AND RUNNING

THENCE EAST ALONG SAID SOUTH LINE OF EAST SOUTH WATER STREET, A DISTANCE OF 259.618 FEET TO AN INTERSECTION WITH THE WEST LINE OF NORTH STETSON AVENUE, 74 FEET WIDE, AS SAID STREET IS DEFINED IN THE AMENDATORY LAKE FRONT ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON SEPTEMBER 17, 1969;

THENCE SOUTH ALONG SAID WEST LINE OF NORTH STETSON AVENUE (SAID WEST LINE BEING A LINE 377.50 FEET, MEASURED PERPENDICULARLY, EAST FROM AND PARALLEL WITH SAID EAST LINE OF VACATED NORTH BEAUBIEN COURT), A DISTANCE OF 297.673 FEET TO THE NORTHEAST CORNER OF PARCEL "K" IN PLAT OF MID-AMERICA, A RESUBDIVISION OF THE PRUDENTIAL AND ILLINOIS CENTRAL SUBDIVISION (WHICH RESUBDIVISION WAS RECORDED IN SAID RECORDER'S OFFICE ON THE 20TH DAY OF NOVEMBER, 1957, IN BOOK 504 OF PLATS, AT PAGES 1 TO 11, BOTH INCLUSIVE, AS DOCUMENT NO. 17059914);

THENCE WEST ALONG THE NORTH LINE OF SAID PARCEL "E", A DISTANCE OF 259.618 FEET TO AN INTERSECTION WITH SAID LINE 117.882 FEET EAST FROM AND PARALLEL WITH SAID EAST LINE OF VACATED NORTH BEAUBIEN COURT; AND

THENCE NORTH ALONG SAID PARALLEL LINE, A DISTANCE OF 297.673 FEET TO THE POINT OF BEGINNING.

24 141 633

# UNOFFICIAL COPY

## PARCEL 4

THE PROPERTY AND SPACE LYING ABOVE AND EXTENDING UPWARD FROM THE INCLINED PLANES ESTABLISHING THE UPPER LIMITS OF THE LAND, PROPERTY AND SPACE DEDICATED FOR EAST SOUTH WATER STREET, 92.00 FEET WIDE, BY INSTRUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON THE 3RD DAY OF MAY, 1972, AS DOCUMENT NO. 21889519;

AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY UPWARD FROM THE SURFACE OF THE EARTH, OF THAT PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, BEING THE WHOLE OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF SAID EAST SOUTH WATER STREET, 92.00 FEET WIDE, WITH A LINE 117.882 FEET, MEASURED PERPENDICULARLY, EAST FROM AND PARALLEL WITH THE EAST LINE OF THAT PART OF NORTH BEAUBIEN COURT VACATED BY ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 5TH DAY OF JULY, 1972, AND RECORDED IN SAID RECORDER'S OFFICE ON THE 8TH DAY OF DECEMBER, 1972, AS DOCUMENT NO. 22152086; AND RUNNING

THENCE NORTH ALONG SAID PARALLEL LINE, AND ALONG A NORTHWARD EXTENSION THEREOF, A DISTANCE OF 20.34 FEET TO AN INTERSECTION WITH A LINE 25.66 FEET, MEASURED PERPENDICULARLY, SOUTH FROM AND PARALLEL WITH THE CENTER LINE OF SAID EAST SOUTH WATER STREET, 92.00 FEET WIDE;

THENCE EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 2.288 FEET TO AN INTERSECTION WITH A LINE 120.17 FEET, MEASURED PERPENDICULARLY, EAST FROM AND PARALLEL WITH THE EAST LINE, EXTENDED NORTH, OF SAID VACATED NORTH BEAUBIEN COURT;

THENCE NORTH ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 5.00 FEET TO AN INTERSECTION WITH A LINE 20.66 FEET, MEASURED PERPENDICULARLY, SOUTH FROM AND PARALLEL WITH THE CENTER LINE OF SAID EAST SOUTH WATER STREET, 92.00 FEET WIDE;

THENCE EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 257.33 FEET TO AN INTERSECTION WITH THE SOUTHWARD EXTENSION OF THE WEST LINE OF NORTH STETSON AVENUE, 74.00 FEET WIDE, AS SAID NORTH STETSON AVENUE WAS DEDICATED BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON THE 3RD DAY OF MAY, 1972, AS DOCUMENT NO. 21889519;

THENCE SOUTH ALONG SAID SOUTHWARD EXTENSION OF SAID WEST LINE OF NORTH STETSON AVENUE, A DISTANCE OF 25.74 FEET TO AN INTERSECTION WITH SAID SOUTH LINE OF EAST SOUTH WATER STREET, 92.00 FEET WIDE; AND

THENCE WEST ALONG SAID SOUTH LINE OF EAST SOUTH WATER STREET, A DISTANCE OF 259.618 FEET TO THE POINT OF BEGINNING.

## PARCEL 5

PERPETUAL RIGHT AND EASEMENT FOR THE BENEFIT OF PARCEL 4 AS RESERVED IN PLAT OF DEDICATION DATED APRIL 1972, MADE BY ILLINOIS CENTRAL RAILROAD COMPANY, A CORPORATION OF ILLINOIS, TO THE CITY OF CHICAGO, RECORDED MAY 1972, AS DOCUMENT 21889519, FOR THE PERPETUAL RIGHT TO PLACE, MAINTAIN AND REPAIR (AND TO REPLACE IF DESTROYED), THE STRUCTURAL FOUNDATIONS AND SUPPORTS AT THE APPROXIMATE LOCATIONS WITHIN SAID DEDICATED EAST SOUTH WATER STREET AS SHOWN AND DESCRIBED ON SHEET 2 OF SAID PLAT OF DEDICATION RECORDED AS DOCUMENT 21889519.

PARCEL 6

THE LAND, PROPERTY AND SPACE LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY UPWARD AND DOWNWARD FROM THE SURFACE OF THE EARTH, OF THAT PART OF PARCEL "K" AS SHOWN AND DEFINED ON THE PLAT OF MID-AMERICA, A RESUBDIVISION OF THE PRUDENTIAL AND ILLINOIS CENTRAL SUBDIVISION (WHICH RESUBDIVISION WAS RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON THE 20TH DAY OF NOVEMBER, 1957, AS DOCUMENT NO. 17069914), LYING EAST OF THE EAST LINE OF THE WEST 117.882 FEET OF SAID PARCEL "K";

EXCEPTING FROM SAID LAND, PROPERTY AND SPACE THOSE PARTS THEREOF LYING WITHIN LOTS 3K, 6K AND 9K, AND WITHIN SUPPORT LOTS NUMBERED VK 34, VK 35, VK 36, VK 37, VK 38, VK 39, VC 34, VC 35, VC 36, VC 37, VC 38, VC 39, VG 15, VG 16 AND VG 23, ALL AS SHOWN AND DEFINED ON SAID PLAT OF MID-AMERICA.

Property of Cook County Clerk's Office

24 141 635

