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Authorization No. 7171

DEED NO. 84613

25/00

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, whose principal office is located at 165 N. Canal Street, Chicago, Illinois, for the consideration of TWO HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$240,000.00), conveys and quitclaims to MAP INVESTMENTS INCORPORATED, an Illinois corporation, of 2320 Main Street, Evanston, Illinois, GRANTEE, all interest in the following described real estate situated in the City of Evanston, County of Cook, and the State of Illinois, to wit:

PARCEL I:

That part of the Southeast Quarter of the Southeast Quarter of Section 23, and the West Half of the Southwest Quarter of Section 24, Township 41 North, Range 13 East of the Third Principal Meridian, bounded and described as follows. Commencing at a point on the South line of Main Street (assumed bearing due East and West), distant 56.5 feet Northwesterly, measured at right angles, from the center line of the most Southeasterly or Southbound main track of the Chicago and North Western Transportation Company, as said main track was located prior to its removal; thence South 30 degrees 19 minutes 38 seconds West a distance of 115.80 feet; thence South 39 degrees 03 minutes 08 seconds West a distance of 386.75 feet; thence due South a distance of 47.62 feet to a point hereinafter designated Point "A"; thence due North a distance of 47.62 feet; thence South 39 degrees 03 minutes 08 seconds West a distance of 38.92 feet; thence South 24 degrees 29 minutes 53 seconds West a distance of 1,000.35 feet; thence South 87 degrees 26 minutes 17 seconds East a distance of 50.00 feet to the point of beginning of the tract of land herein described; thence North 24 degrees 29 minutes 53 seconds East a distance of 40.00 feet; thence South 87 degrees 26 minutes 17 seconds East a distance of 30.35 feet, more or less, to a point distant 12.0 feet Northwesterly, measured at right angles, from the center line of Chicago and North Western Transportation Company Yard Track ICC No. B-28, as said yard track was located prior to its removal; thence Northeasterly parallel with said yard track center line a distance of 1099.84 feet, more or less, to a point on a line which bears North 39 degrees 03 minutes 08 seconds East from said Point "A"; thence North 39 degrees 03 minutes 08 seconds East a distance of 246.74 feet, more or less, to a point distant 25.0 feet Northwesterly, measured at right angles, from the center line of the most Northwesterly or Northbound main track of said Transportation Company, as located prior to its removal; thence Northeasterly parallel with the last said main track center line a distance of 127.02 feet, more or less, to a point on the South line of said Main Street; thence due East along said South line of Main Street a distance of 17 feet, more or less, to a point distant 10.0 feet Northwesterly, measured at right angles, from the center line of said most Northwesterly or Northbound main track; thence Southwesterly parallel with the last said main track center line a distance of 2,847 feet, more or less, to a point on the North line of Dakton Street; thence North 89 degrees 05 minutes 32 seconds West along said North line of Dakton Street a distance of 6 feet, more or less, to a point distant 32.70 feet South 89 degrees 05 minutes 32 seconds East from a point distant 56.5 feet Northwesterly, measured at right angles, from the center line of said most Southeasterly or Southbound main track (now removed) of said Transportation Company, as located prior to its removal; thence North 24 degrees 20 minutes 48 seconds East a distance of 247.86 feet; thence North 11 degrees 48 minutes 34 seconds East a distance of 382.55 feet; thence North 02 degrees 43 minutes 28 seconds East a distance of 143.34 feet; thence North 13 degrees 36 minutes 32 seconds West a distance of 111.58 feet; thence North 02 degrees 28 minutes 13 seconds East a distance of 130.42

6983111 D-1

PLAT WITH THIS DOCUMENT

COOK CO. NO. 016 2 6 9 5 7 2

PA 11252 DEC-4-85 DEPT OF REVENUE 120.00

120

REAL ESTATE TRANSACTION TAX 120.00

120

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feet; thence South 87 degrees 31 minutes 47 seconds East a distance of 157.44 feet to a point distant 28.50 feet Northwesterly, measured at right angles, from the center line of Chicago and North Western Transportation Company Yard Track ICC No. B-29, as said yard track was located prior to its removal; thence Northeasterly parallel with said last described yard track center line a distance of 310.0 feet to a point which bears South 87 degrees 26 minutes 17 seconds East from the point of beginning; thence North 87 degrees 26 minutes 17 seconds West a distance of 5 feet, more or less, to the point of beginning.

PARCEL II:

The part of the West Half of the Southwest Quarter of Section 24, Township 41 North, Range 13 East of the Third Principal Meridian, described as follows: Commencing at a point on the West line thereof, a distance of 1,778.92 feet South of the Northwest corner thereof, said point also being a point on the Westerly line of Lot 1 in Zera Subdivision No. One, recorded December 2, 1981 as Document No. 26074398; thence South along the aforesaid West line of the West Half of the Southwest Quarter to its point of intersection with the said Westerly line of Lot 1; thence Northerly along the Westerly line of aforesaid Lot 1 following three courses; North 11 degrees 48 minutes 34 seconds East, 189.05 feet; thence North 02 degrees 43 minutes 28 seconds East, 136.66 feet; thence North 13 degrees 36 minutes 32 seconds West 111.62 feet to the point of beginning, all in the City of Evanston, Cook County, Illinois.

Together with and including all of the Grantor's right, title and interest in and to the yard office building presently located on the above described real estate.

Grantor does further convey and quitclaim to Grantee all of its right, title and interest, if any, in the following described real estate situated in the City of Evanston, County of Cook, and the State of Illinois, including without limitation, the rights and interests of Grantor, its successors and assigns, as reserved in that certain deed from Grantor to EILEEN I. WEISBROD, a widow not since remarried, dated May 13, 1977, bearing Deed No. 80353 attached hereto and hereby incorporated herein as Exhibit 1, to wit:

PARCEL A:

That part of the Southwest Quarter of Section 24, and the Southeast Quarter of Section 23, all in Township 41 North, Range 13 East of the Third Principal Meridian, described as follows: Beginning at the Northwest corner of the Southwest Quarter of said Section 24; thence South 02 degrees 28 minutes 13 seconds West 1563.60 feet on the West line of the said Section 24, to the true point of beginning; thence North 66 degrees 13 minutes 02 seconds East 33.46 feet; thence South 02 degrees 28 minutes 13 seconds West 225.88 feet; thence South 13 degrees 36 minutes 32 seconds East 111.58 feet; thence South 02 degrees 43 minutes 28 seconds West 143.34 feet; thence South 11 degrees 48 minutes 34 seconds West 382.55 feet; thence South 24 degrees 20 minutes 48 seconds West 247.86 feet to the Northerly right-of-way line of Oakton Street; thence North 89 degrees 05 minutes 32 seconds West 32.70 feet on the Northerly right-of-way line of Oakton Street to the Westerly right-of-way line of the Chicago and North Western Railway Company; thence North 24 degrees 20 minutes 48

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seconds East 339.35 feet on the said Westerly right-of-way line to the West line of the said Section 24; thence North 02 degrees 28 minutes 13 seconds East 109.43 feet on the West line of the said Section 24; thence North 11 degrees 48 minutes 34 seconds East 189.05 feet; thence North 02 degrees 43 minutes 28 seconds East 136.66 feet; thence North 13 degrees 36 minutes 32 seconds West 111.52 feet to the West line of said Section 24; thence North 02 degrees 28 minutes 13 seconds East 215.32 feet on the West line of the said Section 24 to the true point of beginning, all being situated in Cook County, Illinois;

PARCEL B:

That part of the Northwest Quarter of the Southwest Quarter of Section 24, Township 41 North, Range 13 East of the Third Principal Meridian, bounded and described as follows: Beginning at a point on the South line of Main Street (which bears due East and West, for the purposes of this description), distant 56.50 feet Northwesterly, measured at right angles, from the center line of the most Southeasterly or Southbound main track of the Chicago and North Western Transportation Company, as said main track was located prior to its removal; thence South 30 degrees 19 minutes 38 seconds West, a distance of 115.80 feet; thence South 39 degrees 03 minutes 08 seconds West, a distance of 386.75 feet; thence due South a distance of 47.62 feet; thence North 39 degrees 03 minutes 08 seconds East, a distance of 412 feet, more or less, to a point distant 25 feet Northwesterly, measured at right angles, from the center line of the most Northwesterly or Northbound main track of said Transportation Company, as located prior to its removal; thence Northwesterly parallel with the last said main track center line, a distance of 123 feet, more or less, to a point on the South line of said Main Street; thence due West along said South line of Main Street, a distance of 20 feet, more or less, to the point of beginning.

Grantor, insofar as it has the right and power to do so, also grants to MAP Investments Incorporated, Zera Construction Company, and their successors, assigns, nominees and constituent partners or shareholders (hereinafter "Grantees"), the irrevocable, except as hereinafter provided, right to continue to maintain, use and replace the existing water line under the property and under the railway tracks (now removed) of the Grantor at Grantor's Weber Yard in Evanston, Cook County, Illinois in the location and position, and in accordance, to the extent not inconsistent herewith, with the terms, specifications and conditions of License No. 97855 dated October 14, 1981, between the Grantor and Zera Construction Company (hereinafter "License"), attached hereto and incorporated herein as Exhibit 2; such License is hereby amended so that it (i) shall be for the benefit of any real property presently owned or hereafter acquired by Grantees, including the real property acquired pursuant to this deed, provided all of such real property is contiguous with any real property legally described in this deed, and (ii) shall be cancellable only in the event of an uncured violation of the terms, specifications and conditions of this License

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which Grantees fail to cure within twenty (20) days of written notice to Grantees at the address specified in this deed. If any such violation cannot with due diligence be cured within such twenty (20) day period, then Grantees agree to commence to cure within such twenty (20) day period and shall thereafter diligently prosecute the cure of the stated violation which shall in any event be cured within ninety (90) days of such notice.

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate, and use any and all existing drainage, driveways, conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

By the acceptance of this conveyance, Grantee, for itself, its successors and assigns, agrees to take all steps necessary, at no expense to Grantor, to comply with any and all governmental requirements relating to land platting and use.

Grantor certifies that the subject property may and shall, if released from the lien of the Indenture of Mortgage and Deed of Trust, originally executed by Chicago and North Western Railway Company and The First National Bank of Chicago, Trustee, dated as of January 1, 1939, as supplemented and amended, be automatically released from the liens of the Mortgage Indenture and Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statements A and B dated as of June 29, 1983 by Grantor and Midwestern Railroad Properties, Incorporated to Continental Illinois National Bank and Trust Company of Chicago and The First National Bank of Chicago, as Co-Agents, pursuant to clause (a) of Section 4.3 thereof.

DATED this 3rd day of December, 19 85.

Signed, Sealed and Delivered in
Presence of:

Jenice Nawakowski
Marilyn J. Klein

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

By Robert W. Mickey
Robert W. Mickey, Vice President

Attest Leslie A. Cleveland
Leslie A. Cleveland, Asst. Secretary

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STATE OF ILLINOIS)
COUNTY OF COOK)

SS

DEC - 4 PM 2:22

85308825

I, Richard S. Kennerley, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, DO HEREBY CERTIFY that Robert W. Mickey and Leslie A. Cleveland, to me personally known and known to me to be, respectively, --- Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, --- Vice President and Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

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IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 3rd of December, 1985.

Richard S. Kennerley
 Notary Public, in and for the County of Cook, In the State of Illinois
 Richard S. Kennerley

My Commission Expires: November 8, 1988

* ADDRESS OF PROPERTY: BETWEEN OAKTON ST. AND MAIN ST.

* TAX NOS: 10-24-300-025
10-24-500-012

SEND SUBSEQUENT TAX BILLS TO:
 * MAP Investments Incorporated
 2320 Main Street,
 Evanston, Illinois 60202

RETURN TO:
JOHN T. EVEN, SCHUYLER, ROCHE + ZWITZNER
3100 PRUDENTIAL PLAZA
CHICAGO, ILLINOIS 60601 BUN

This instrument was prepared by Chicago and North Western Transportation Company, 165 North Canal Street, Chicago, Illinois 60606.

L-19-12

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DEED NO. 80353

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, whose principal office is located at 400 W. Madison St., Chicago, Illinois, for the consideration of EIGHTEEN THOUSAND SEVEN HUNDRED FIFTY AND NO/100

DOLLARS (\$ 18,750.00), conveys and quitclaims to EILEEN I. WEISBROD, a widow not since remarried

of Chicago, Illinois GRANTEE, all interest in the following described real estate situated in the City of Evanston, County of Cook, and the State of Illinois

to wit:

The part of the Northwest Quarter of the Southwest Quarter of Section 24, Township 41 North, Range 13 East of the Third Principal Meridian, bounded and described as follows: Beginning at a point on the South line of Main Street (which bears due East and West, for the purposes of this description), distant 56.50 feet Northwesterly, measured at right angles, from the center line of the most Southeasterly or South-bound main track of the Chicago and North Western Transportation Company, as said main track is now located; thence S 30° 19' 38" W, a distance of 115.80 feet; thence S 39° 03' 08" W, a distance of 306.75 feet; thence due South a distance of 47.62 feet; thence N 39° 03' 08" E, a distance of 412 feet, more or less, to a point distant 25 feet Northwesterly, measured at right angles, from the center line of the most Northwesterly or North-bound main track of said Transportation Company, as now located; thence North-easterly parallel with the last said main track center line, a distance of 123 feet, more or less, to a point on the South line of said Main Street; thence due West along said South line of Main Street, a distance of 20 feet, more or less, to the point of beginning. EXCEPTING THEREFROM that part, if any, lying Southeasterly of a line parallel with and distant 15 feet Northwesterly, measured at right angles, from the center line of Chicago and North Western Transportation Company Yard Track ICC No. B-23, as now located, being the first track Easterly of the above described real estate.

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Subject to the rights of Commonwealth Edison Company in and to that portion lying within the limits of an Easement from the above Grantor dated November 22, 1963 and amended July 1, 1976.

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate and use any and all existing drainage, conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

Excepting and Reserving to the Grantor, its successors and assigns, and

those whom it may elect, the right in common with the Grantee, his heirs and assigns, to use the above-conveyed real estate for roadway purposes, as a means of access to Grantor's adjoining real estate located both easterly and southerly of the real estate herein conveyed, to Main Street, in the event that the Grantor, its successors and assigns, ever deems it necessary to use said conveyed real estate for such access purposes; provided, however, that the Grantee shall have the right to substitute an alternate roadway access route of not less than thirty (30) feet in width, over, across and upon Grantee's present ownership fronting on Main Street, and adjoining the northwesterly boundary of the above-conveyed real estate, such substituted alternate roadway access route to remain as the means of ingress and egress to Main Street, from Grantor's presently existing ownership, for the benefit of the Grantor, its grantees, transferees, successors and assigns, for as long as unobstructive legal access to Main Street can be afforded thereover; but if the Grantor, its grantees, transferees, successors and assigns, shall ever be enjoined from such use by the Grantee, his legal representative, heirs or assigns, then the roadway easement hereinabove excepted and reserved across the above-conveyed real estate, shall remain as the access roadway route.

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By the acceptance of this conveyance, Grantee, for himself, his heirs and assigns, agrees:

1. That that part of the above described real estate lying northerly of a line parallel with and distant 50 feet southerly, measured at right angles, from the south line of Main Street, shall be left free from all buildings, structures, trees, shrubbery or other obstructions which will obstruct the view over and across said strip.
2. That said premises is to be used solely for parking and driveway purposes.
3. To assume the total expense of erecting and maintaining a suitable barricade along the southeasterly lines of the above described real estate (other than the existing earthen and asphalt barricade), if another is ever deemed necessary by Grantor's Operating Department.

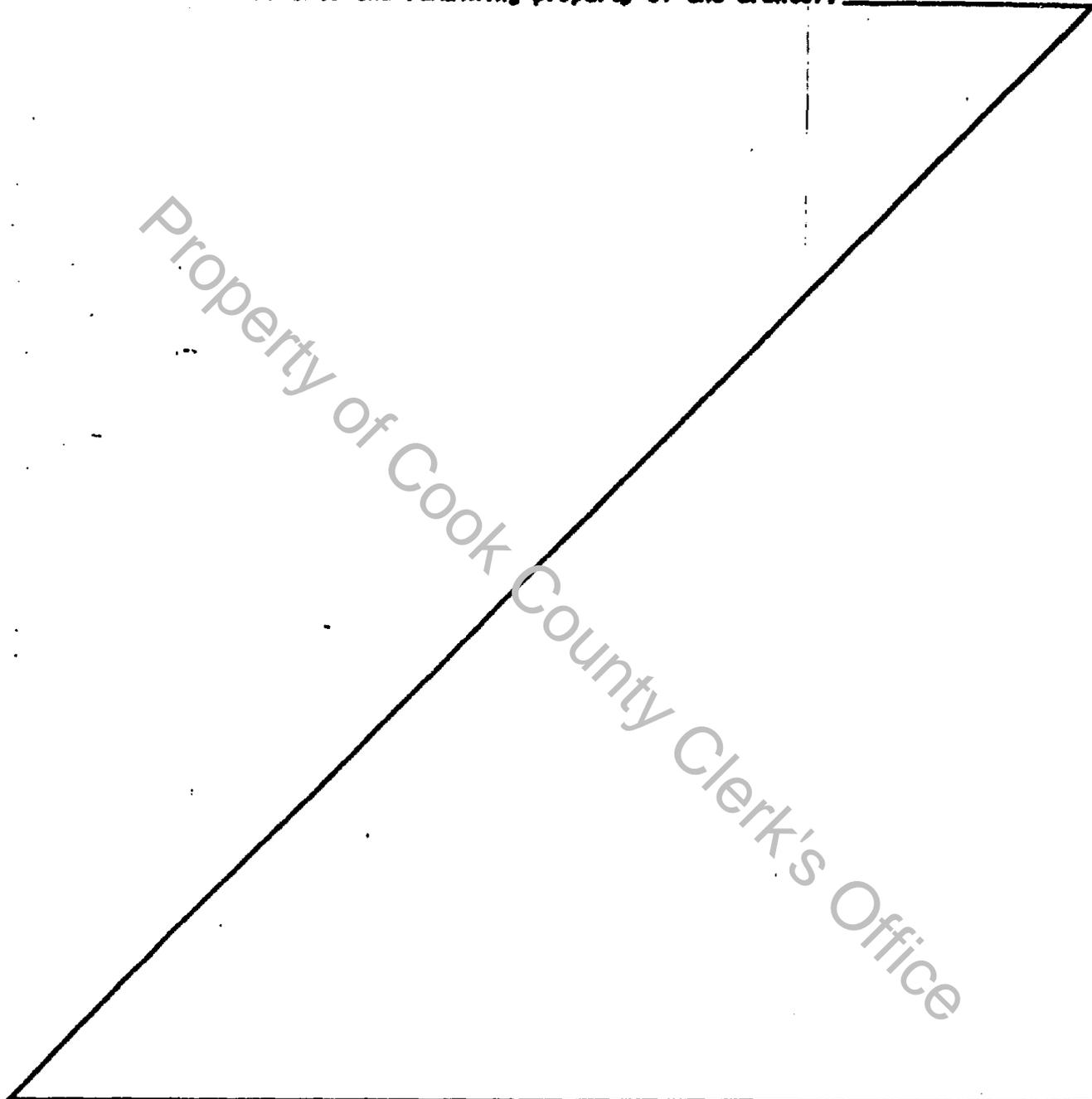
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Form 2600-11

Authorization No. P-8375

- 4. Not to alter the surface of the above described real estate in such a manner as to adversely affect drainage of surface waters onto the remaining property of the Grantor.



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DATED this 13th day of May, 1977

Signed, Sealed and Delivered in Presence of:

1st M. J. Chatterton

1st Kathleen Bryant

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

By 1st Robert M. Mickey
Robert M. Mickey, Assistant Vice President

Attest 1st Diane Kohler-Rausch
Diane Kohler-Rausch, Assistant Secretary

This instrument was prepared by Chicago and North Western Transportation Company, 400 West Madison Street, Chicago, Illinois 60606.

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY (hereinafter called "Company") hereby licenses ZERA CONSTRUCTION COMPANY, a partnership of Alex Zera and Philip Zera (hereinafter called "Licensee") to construct, maintain and use, a water line (hereinafter called "facility") upon the property and under tracks of the Company at Evanston (Weber Yard), Illinois in the location and position, and in accordance with the specifications shown on map dated April 14, 1980 hereto attached marked Exhibit "A" and, by this reference, made a part hereof.

The foregoing license given upon such express terms and conditions as are inserted below, as well as those contained upon the subsequent printed pages, and should the Licensee at any time violate any of said terms or conditions, or use or attempt to use said facility for any other or different purpose than that above specified, then the Company may, at its option, immediately revoke this license.

The foregoing license is subject to the following conditions:

For the privileges herein permitted the Licensee shall pay to the Company in advance a charge of Fifty Dollars (\$50.00) per annum, or fraction thereof, beginning July 1, 1981, subject to revision at any anniversary billing date.

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FIRST. The work of construction and maintenance shall be done and completed in good and workmanlike manner at the sole expense of the said Licensee. Said work shall be done in such manner as in no way to interfere with or endanger the use of the property or tracks of the Company; or the operation thereon of any engines, cars or trains. The Chief Engineer of the Company shall have the right to inspect such work from time to time and to require such changes to be made as will in his opinion decrease the hazards incident to said facility; but any such inspection or required changes or any failure to so inspect, or to require changes to be made, shall not effect any of the obligations assumed by the said Licensee hereunder.

SECOND. The said Licensee shall bear the cost of all protection which the company may require for its tracks or property during construction and maintenance hereby authorized and of all repairs, changes, additions or betterments to said Company's track or property made necessary on account of same. If in the the judgement of the Company it shall be necessary to provide support for its tracks during the work of construction or maintenance the Company will provide such support, and the entire cost thereof will be paid by the said Licensee promptly upon receipt of bill therefor.

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Revised 1981

THIRD. The licensee shall pay all taxes, general and special, license fees or other charges which may become due or which may be assessed against the premises of the Company because of the construction, existence, operation or use of said facility, the Licensee, or the business conducted in connection with said facility, and shall reimburse the Company for any such taxes, license fees or other charge which may be paid by the Company promptly upon the presentation by the Company of bills therefor.

FOURTH. The said Licensee will give to the Chief Engineer of the Company at least ten days' notice in writing before entering upon the right of way of the Company for construction purposes, or for the purpose of making necessary repairs. The Company reserves the right to judge of the necessity of repairs to said facility, and to require the Licensee to make such repairs upon ten days' notice in writing. In such case, said Licensee may enter upon said right of way without the ten days' notice above referred to, and shall proceed forthwith to make such repairs, and upon failure to do so within ten days, the Company shall have the right to make said repairs and collect the entire cost thereof from the Licensee. The Company reserves the right, in case in its opinion the safety of its tracks or property demands it, to make emergency repairs without notice to the Licensee and to collect the cost thereof from Licensee as herein provided.

FIFTH. Licensee agrees that in the construction, maintenance, and use of the facility, it will comply with all applicable laws, including, but not limited to, any laws, standards, regulations, or permit requirements relating to environmental pollution or contamination or to occupational health and safety; and Licensee agrees to indemnify and hold harmless the Company from any and all claims, demands, lawsuit, or liability for loss, fines, damage, injury, and death and all expenses and costs, including attorneys' fees, resulting from or arising out of the construction, maintenance, or use of the facility, including any discharge or emission therefrom or for the violation of any law, standard, regulation, or permit requirement relating to environmental pollution or contamination, or to occupational health and safety.

SIXTH. It is understood by the Licensee that said facility is subject to and may increase the dangers and hazards of the operation of the railroad of the Company, and that this license is subject to all risks thereof. Therefore, and as a material consideration to the Company for entering into this license and without which the Company will not enter same, the Licensee agrees to assume and pay for all loss or damage to property whatsoever, and injury to or death of any person, or persons whomsoever, including all costs and expenses incident thereto, however arising from or in connection with existence, construction, maintenance, repair, renewal, reconstruction, operation, use or removal of said facility, or any defect therein or failure thereof, or the failure of the Licensee or members, officers, agents or employees of the Licensee to abide by or comply with any of the terms or conditions of this license; and the Licensee forever indemnifies the Company against and agrees to save it harmless from any and all claims, demands, lawsuits or liability for any such loss, damage, injury and death, costs and expense, even though the operation of the Company's railroad may have caused or contributed thereto. Notice to or knowledge by the Company of any act or omission by the Licensee which is or might be a breach by the Licensee of any of the terms or conditions of this Agreement to be performed by the Licensee, and the acquiescence by the Company in or to such act or omission, shall neither be considered to relieve the Licensee of any obligation assumed by it under this paragraph nor be considered to be a waiver or release by the Company of any rights granted to it under this paragraph.

SEVENTH. The Company reserves the right to use, occupy and enjoy its tracks, property and right of way, for such purpose, in such manner, and at such time as it shall desire, the same as if this instrument had not been executed by it. If any such use shall necessitate any change, repair, renewal, removal or relocation of said facility, or any part thereof, the Licensee shall perform such work at such time as the Company may approve and if the Licensee fails to do so such work may be performed by the Company at the expense of the Licensee and the said Company shall not be liable to the Licensee on account of any damage growing out of any use which the Company may make of its tracks, property and right of way.

In case any of the terms or provisions of this license have been performed or carried out prior to the actual date of execution hereof, it is understood and agreed that this license shall nevertheless be of the same force and effect as though same had been executed by the parties prior to such performance.

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prior to the actual date of execution hereof. The undersigned hereby agree that this license shall nevertheless be of the same force and effect as though same had been executed by the parties prior to such performance.

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EIGHTH. The Company shall have the right at any time to revoke this license by giving thirty days' notice in writing to the Licensee and at the expiration of the time limited by said notice upon any other revocation of this license, the Licensee shall promptly, and in the manner directed by said Chief Engineer, remove all construction thereby authorized from the Company and leave said premises in the same condition in which they were before the installation of the same. Upon default of the Licensee so to do, the Company may remove the same and restore its premises, and the Licensee will promptly pay to the Company the cost of so doing.

NINTH. The waiver of a breach of any of the terms or conditions hereof shall be limited to the act or acts constituting such breach, and shall never be construed as being a continuing or permanent waiver of any such terms or conditions, all of which shall be and remain in full force and effect as to future acts or happenings, notwithstanding any such waiver.

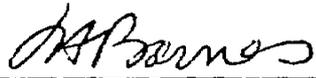
TENTH. This license is personal to said Licensee and is not assignable or transferable, without the written consent of the Company being first obtained.

In Witness Whereof this instrument is executed this 14th day of October, 1981

ATTEST:

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY


Assistant Secretary


Vice President - Engineering

85 308 825

The undersigned, the Licensee mentioned in the foregoing license, hereby accepts the same subject to the terms and conditions therein stated.

ZERA CONSTRUCTION COMPANY

Witness: Thomas Riley
Address: 112 Pleasant, Illinois

By Philip V. Zera (Seal)
a partner

Approved

Assistant Chief Engineer-Staff

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STATE OF ILLINOIS
COUNTY OF COOK

R. S. KENNERLEY

being first duly sworn on oath deposes and says that:

- 1. Affiant resides at One North Western Center, Chicago, IL 60606
- 2. That he is (agent) (~~officer~~) (~~one of~~) grantor (~~is~~) in a (deed) (~~lease~~) dated the 3rd day of December 19 85 conveying the following described premises:

SEE ATTACHED EXHIBIT "A"

- 3. That the instrument aforesaid is exempt from the provisions of "An Act to Revise the Law in Relation to Plats" approved March 31, 1874, as amended by reason that the instrument constitutes
 - (a) The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
 - (b) The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access.
 - (c) The sale or exchange of parcels of land between owners of adjoining and contiguous land;
 - (d) The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
 - (e) The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
 - (f) The conveyance of land for highway or other public purposes or grants of conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impress with a public use;
 - (g) Conveyances made to correct descriptions in prior conveyances
 - (h) The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access.

Further the affiant sayeth not.

R. Kennerley

Subscribed and sworn to before me this 3rd day of December 19 85.

Jaura S. Anderson

Notary Public
My Commission expires 6-1-87

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real estate situated in the City of Evanston,
County of Cook, and the State of Illinois, to wit:

PARCEL I:

That part of the Southeast Quarter of the Southeast Quarter of Section 23, and the West Half of the Southwest Quarter of Section 24, Township 41 North, Range 13 East of the Third Principal Meridian, bounded and described as follows: Commencing at a point on the South line of Main Street (assumed bearing due East and West), distant 56.5 feet Northwesterly, measured at right angles, from the center line of the most Southeasterly or Southbound main track of the Chicago and North Western Transportation Company, as said main track was located prior to its removal; thence South 30 degrees 19 minutes 38 seconds West a distance of 115.80 feet; thence South 39 degrees 03 minutes 08 seconds West a distance of 386.75 feet; thence due South a distance of 47.62 feet to a point hereinafter designated Point "A"; thence due North a distance of 47.62 feet; thence South 39 degrees 03 minutes 08 seconds West a distance of 38.52 feet; thence South 24 degrees 29 minutes 53 seconds West a distance of 1,000.35 feet; thence South 87 degrees 26 minutes 17 seconds East a distance of 50.00 feet to the point of beginning of the tract of land herein described; thence North 24 degrees 29 minutes 53 seconds East a distance of 40.00 feet; thence South 87 degrees 26 minutes 17 seconds East a distance of 30.35 feet, more or less, to a point distant 12.0 feet Northwesterly, measured at right angles, from the center line of Chicago and North Western Transportation Company Yard Track ICC No. B-28, as said yard track was located prior to its removal; thence Northeasterly parallel with said yard track center line a distance of 1099.84 feet, more or less, to a point on a line which bears North 39 degrees 03 minutes 08 seconds East from said Point "A"; thence North 39 degrees 03 minutes 08 seconds East a distance of 246.74 feet, more or less, to a point distant 25.0 feet Northwesterly, measured at right angles, from the center line of the most Northwesterly or Northbound main track of said Transportation Company, as located prior to its removal; thence Northeasterly parallel with the last said main track center line a distance of 127.02 feet, more or less, to a point on the South line of said Main Street; thence due East along said South line of Main Street a distance of 17 feet, more or less, to a point distant 10.0 feet Northwesterly, measured at right angles, from the center line of said most Northwesterly or Northbound main track; thence Southwesterly parallel with the last said main track center line a distance of 2,847 feet, more or less, to a point on the North line of Oakton Street; thence North 89 degrees 05 minutes 32 seconds West along said North line of Oakton Street a distance of 6 feet, more or less, to a point distant 32.70 feet South 89 degrees 05 minutes 32 seconds East from a point distant 56.5 feet Northwesterly, measured at right angles, from the center line of said most Southeasterly or Southbound main track (now removed) of said Transportation Company, as located prior to its removal; thence North 24 degrees 20 minutes 48 seconds East a distance of 247.86 feet; thence North 11 degrees 48 minutes 34 seconds East a distance of 382.55 feet; thence North 02 degrees 43 minutes 28 seconds East a distance of 143.34 feet; thence North 13 degrees 36 minutes 32 seconds West a distance of 111.58 feet; thence North 02 degrees 23 minutes 13 seconds East a distance of 130.42

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EXHIBIT "A"

feet; thence South 87 degrees 31 minutes 47 seconds East a distance of 157.44 feet to a point distant 28.50 feet Northwesterly, measured at right angles, from the center line of Chicago and North Western Transportation Company Yard Track ICC No. B-29, as said yard track was located prior to its removal; thence Northeasterly parallel with said last described yard track center line a distance of 310.0 feet to a point which bears South 87 degrees 26 minutes 17 seconds East from the point of beginning; thence North 87 degrees 26 minutes 17 seconds West a distance of 5 feet, more or less, to the point of beginning.

PARCEL II:

The part of the West Half of the Southwest Quarter of Section 24, Township 41 North, Range 13 East of the Third Principal Meridian, described as follows: Commencing at a point on the West line thereof, a distance of 1,778.92 feet South of the Northwest corner thereof, said point also being a point on the Westerly line of Lot 1 in Zera Subdivision No. One, recorded December 2, 1981 as Document No. 26074398; thence South along the aforesaid West line of the West Half of the Southwest Quarter to its point of intersection with the said Westerly line of Lot 1; thence Northerly along the Westerly line of aforesaid Lot 1 following three courses; North 11 degrees 48 minutes 34 seconds East, 189.05 feet; thence North 02 degrees 43 minutes 28 seconds East, 136.66 feet; thence North 15 degrees 36 minutes 32 seconds West 111.62 feet to the point of beginning, all in the City of Evanston, Cook County, Illinois.

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