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WARRANT DEED
Statutory (ILLINOIS)
(Corporation to Corporation)
Cook County Parcel

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

THE GRANTOR THE CHICAGO GRAVEL COMPANY,

90408516

a corporation created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois for and in consideration of Ten and No/100 (\$10.00) DOLLARS.

50408516

and other good and valuable consideration and paid, and pursuant to authority given by the Board of Directors of said corporation. CONVEYS and WARRANTS to

(The Above Space For Recorder's Use Only)

25.00

THE SOLID WASTE AGENCY OF NORTHERN COOK COUNTY, a municipal joint action agency, and a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois having its principal office at the following address 1616 E. Golf Road, Des Plaines, IL the following described Real Estate situated in the County of Cook and State of Illinois, to wit:

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"

SUBJECT TO: SEE ATTACHED EXHIBIT "B"

Permanent Real Estate Index Numbers:

- 06-30-100-008; 06-30-300-001; 06-30-301-001;
- 06-30-400-001; 06-30-400-006; 06-31-100-001;
- 06-31-100-002; 06-31-101-001 06-31-200-002;

Addressed of Real Estate: NW corner of West Bartlett Road and Gifford Road and NE corner of Gifford Road and C. St. P. & E. Railroad, Hanover Township, Cook County, Illinois.

In Witness Whereof, said Grantor has caused its corporate seal to be affixed hereunto and its name to be signed to these presents by its President, and attested by its Secretary, this August 17th, 1990.

IMPRESS CORPORATE SEAL HERE

THE CHICAGO GRAVEL COMPANY
(NAME OF CORPORATION)

By: *Raymond J. Graham* PRESIDENT

Attest: *Mary A. Green* SECRETARY

State of Illinois, County of Kane do hereby certify that I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Raymond J. Graham personally known to me to be the President of the THE CHICAGO GRAVEL COMPANY

corporation, and Mary A. Green personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Secretary, they signed and delivered the said instrument, and caused the corporate seal of said corporation to be affixed thereto, in pursuance of the authority given by the Board of Directors of said corporation, as M. C. Deutsches, Notary Public, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

IMPRESS NOTARIAL SEAL HERE

OFFICIAL SEAL
MICHAEL C. DEUTSCH
NOTARY PUBLIC
M. C. Deutsches, Notary Public, 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 official seal, this 17th day of August 1990

Commission expires May 30 1993 *Michael C. Deutsches* NOTARY PUBLIC

This instrument was prepared by Michael C. Deutsches, 2425 Royal Blvd., Elgin, IL 60123

MAIL TO {
NORM JAMELSON
575 Lee St.
Des Plaines, IL 60018

ADDRESS OF PROPERTY

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.

SEND US THE FOLLOWING TAX BILLS TO:
NORM JAMELSON
575 Lee St., Des Plaines, IL 60018

7267977

ATTEN "RIDERS" OR REVENUE STAMPS HERE

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WARRANTY DEED

Corporation to Corporation

TO

GEORGE E. COLE®
LEGAL FORMS

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COOK COUNTY PARCEL
EXHIBIT A ATTACHED TO AND MADE A PART OF THAT CERTAIN WARRANTY
DEED BETWEEN THE CHICAGO GRAVEL COMPANY, AS GRANTOR, AND
SOLID WASTE AGENCY OF NORTHERN COOK COUNTY AS GRANTEE, SUCH
DEED DATED AUGUST 17, 1990.

The real estate transferred hereunder is legally
described as follows:

PARCEL 1:
THE NORTH 1/2 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 9
EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE
CENTER LINE OF WEST BARTLETT ROAD AND LYING WESTERLY OF
THE CENTER LINE OF GIFFORD ROAD IN COOK COUNTY,
ILLINOIS

PARCEL 2:
THE SOUTH 1,500 FEET (AS MEASURED AT RIGHT ANGLES TO
THE SOUTH LINE OF SECTION) OF THAT PART OF SECTION 30,
TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL
MERIDIAN LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF
CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD AND
WEST OF THE CENTER LINE OF GIFFORD ROAD IN COOK COUNTY,
ILLINOIS

PARCEL 3:
THE NORTH 52 LINKS OF THE WEST 20 CHAINS AND 75 LINKS
OF THE SOUTH WEST 1/4 (AS MEASURED AT RIGHT ANGLES TO
THE NORTH AND WEST LINES OF SAID SOUTH WEST 1/4) OF
SECTION 31, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE
THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

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COOK COUNTY PARCEL
EXHIBIT B ATTACHED TO AND MADE A PART OF THAT CERTAIN WARRANTY DEED BETWEEN THE CHICAGO GRAVEL COMPANY, AS GRANTOR, AND SOLID WASTE AGENCY OF NORTHERN COOK COUNTY AS GRANTEE, SUCH DEED DATED AUGUST 17, 1990.

A. The Real Estate transferred hereunder ("the Real Estate") shall be subject to the following restrictive covenants set forth in this Section A ("the Restrictive Covenants") which shall be perpetual covenants running with the land:

1. The following legal descriptions are relevant to the Restrictive Covenants herein set forth:

a. The "Easterly Real Estate" includes that real estate described in Exhibit B-1 attached hereto and made a part hereof.

b. The term "Grantor's Adjoining Northerly Real Estate" includes that real estate described in Exhibit B-2 attached hereto and made a part hereof.

2. The following covenants and restrictions regarding the Easterly Real Estate shall restrict the use of such real estate:

a. If Grantee excavates gravel and/or sand from the Easterly Real Estate and desires to sell such material Grantee shall give to Grantor the right of first refusal as to each such sale.

b. Any use of any part of the Real Estate for a Landfill/Balefill shall be commenced in the Northwesterly Corner and thereafter proceed in the Southerly and Easterly manner or shall be commenced and proceed in such other manner determined appropriate by Grantee and approved by the Illinois Environmental Protection Agency.

c. Subject to the Covenants contained in Sections 3(d)(i) and 3(d)(ii) hereof, nothing contained in these Restrictive Covenants shall prohibit Grantee from installing throughout the entirety of the Real Estate, such improvements as roadways, utility lines, drainage ditches, and comparable improvements, it being the intent of these Restrictive Covenants only to provide for sale of sand and gravel by Grantee and to provide where the Grantee's Landfill/Balefill commences and to restrict the Landfill/Balefill to the Landfill/Balefill Real Estate.

d. The Restrictive Covenants, shall be binding upon and inure to the benefit of Grantee and all successors in title to all or any part of the Real Estate, shall be perpetual and running with the land, and shall inure to the benefit of Grantor and all successors in title to any part of or all of Grantor's Adjoining Northerly Real Estate.

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3. The following covenants and restrictions relate to Grantee's Water Delivery Commitment (the "Water Delivery Commitment"):

a. Grantee covenants with Grantor that Grantee:

- (i) shall not, until Grantee constructs the hereinafter described Reservoir and Facilities System (hereinafter the "System") make any improvements on the Kane County Part of the Easterly Real Estate which shall in any manner adversely restrict the flow of water from the Kane County Part of the Easterly Real Estate to the Ditch ("the Ditch") located in the Kane County part of the Easterly Real Estate, which Ditch continues Northerly into Grantor's Adjoining Northerly Real Estate; and
- (ii) shall not, until Grantee constructs the System, obstruct the Ditch in any manner; and
- (iii) shall, unless prevented by Act of God, provide via the System, a sufficient quantity of water to Grantor's Adjoining Northerly Real Estate so as to maintain water to a height of nine (9') to eleven (11') feet above the foot valve of Grantor's pumps Mondays through Fridays, 7:00 a.m. to 4:00 p.m., April 1 through November 30, and
- (iv) shall, at Grantor's request, and to the extent of surplus water reasonably available, provide via the System water to Grantor at a rate in excess of that quantity required to maintain water at the height of nine (9') to eleven (11') feet above the foot valve of Grantor's pumps Mondays through Fridays, 7:00 a.m. to 4:00 p.m., April 1 through November 30; and
- (v) shall provide water to Grantor which shall, without any exception whatsoever be of a quality which does not result in a violation of the Illinois Environmental Policy Act, and all other Federal and Illinois Statutes and the regulations promulgated and in force at any time relating to the discharge of water into a stream and/or river; and

b. The Water Delivery Commitment shall be a perpetual covenant, running with the land in a manner comparable to a perpetual easement running with the land, the dominant estate being Grantor's Adjoining Northerly Real Estate and the servient estate being the Easterly Real Estate; this Water Delivery Commitment shall inure to the benefit of Grantor and all successors in title to Grantor's Adjoining Northerly Real Estate as long as all or any part of Grantor's Adjoining Northerly Real Estate is used for the business of processing sand and gravel and shall be binding upon Grantee and upon all successors in title to the Easterly Real Estate, Grantee agreeing that Grantor's conveyance of one or more parcels of Grantor's Adjoining Northerly Real Estate shall not affect the obligations of Grantee hereunder so long as any

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part of Grantor's Adjoining Northerly Real Estate is used for the business of processing sand or gravel in quantities that require from April 1 through November 30 of each year a supply of water from the servient estate in the quantity required to maintain water at the height of nine (9') to eleven (11') feet above the foot valve of Grantor's pumps Mondays through Fridays, 7:00 a.m. to 4:00 p.m., April 1 through November 30.

4. The following covenants and restrictions apply to Grantee's Reservoir and Facilities Commitment to fulfill its Water Delivery Commitment:

a. Grantee covenants with Grantor that Grantee shall design, construct and maintain, as necessary the following described improvements which shall constitute the Reservoir and Facilities System (hereinafter the "System"). Whenever there is set forth in this Reservoir and Facilities Commitment a duty to maintain it shall include, but not be limited to a duty to make such repairs and replacements as are necessary. Grantee further covenants that the System, and its component parts, shall be designed, constructed, maintained, repaired and replaced in compliance with all Plans and Specifications which are approved by the Agency which issues the Permit/s which authorize the construction, etc., of the System, and shall comply with any conditions applicable to such Permit/s;

- (i) In the Cook County Part of the Easterly Real Estate which is parallel and adjacent to the Southerly boundary of Grantor's Adjoining Northerly Real Estate in which Grantee shall commence the construction of the Landfill/Balefill Grantee shall excavate a trench to the depth of the underground layer of clay, and shall construct in said trench, a seepage cutoff wall from the bottom of the trench to a height which shall be above any existing layer of gravel or other porous water bearing material lying above the layer of clay; and
- (ii) Along the Northerly boundary of the Cook County Part of the Easterly Real Estate in which Grantee shall construct the Landfill/Balefill Grantee shall construct a levee and such facilities as Grantee determines appropriate to accommodate and convey storm water and sub-surface water which Grantee must remove from the areas to be excavated for the Landfill/Balefill; and
- (iii) In the Kane County Part of the Easterly Real Estate which will not be used for the Landfill/Balefill Grantee shall design, construct and maintain a Water Detention facility which shall be designed to retain at a minimum a sufficient quantity of water to permit Grantee to fulfill its annual Water Delivery Commitment to Grantor; and
- (iv) In the Water Detention facility Grantee shall install and maintain a valved outlet to control the rate of release of retained water

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and extend the outlet to the Southerly boundary of the existing Ditch in Grantor's Adjoining Northerly Real Estate; and

- (v) In the area North of Grantor's Ditch in Grantor's Northerly Adjoining Real Estate Grantee shall construct three (3) berms, none of which shall restrict the flow of water used in Grantor's sand and gravel mining business, or hinder Grantor's ditch cleaning operations, each of which berms will have a crest elevation of 754.0, and shall be located as depicted as Berms A, B and C on Patrick Engineering Inc. Site Location Map, Sheet 1 of 5, PMF Flood Protection Berms A and B, sheet 3 of 5 and PMF Flood protection Berm C page 4 of 5, all dated 4/89, which Maps were submitted to the Army Corps of Engineers as part of the Joint Application of Grantee and Grantor for a Permit for an Embankment Dam and Water Reservoir; and
- (vi) Grantee shall construct improvements to the existing haul road which is parallel to the North end of the existing reservoir located in Grantor's Adjoining Northerly Real Estate. The improvements to the haul road shall not increase its maximum elevation higher than four (4') feet above its current elevation or with a horizontal road grade which shall exceed 1.5' per 100' and may also include the installation of new and/or additional culverts which shall be located beneath the haul road, which culverts shall provide for the discharge of water from Grantor's sediment removal lagoons, which lagoons are parallel to the North side of the haul road; and
- (vii) In the existing reservoir located in Grantor's Adjoining Northerly Real Estate Grantee shall install and maintain an unmanned Reservoir Outlet Structure; and
- (viii) In Grantor's Adjoining Northerly Real Estate Grantee shall install and maintain a storm water sewer which will permit storm water to be transported by gravity flow, from the Reservoir Outlet Structure to the existing NPDES outfall pipe; and
- (ix) In Grantor's Adjoining Northerly Real Estate, in the general area of the tunnel through the railroad embankment Grantee shall install and maintain a new inlet and catch basin and perform grading so as to provide for positive drainage of excess water which may accumulate in such area; and
- (x) In the new inlet to be installed in the general area of the tunnel through the railroad embankment in Grantor's Adjoining Northerly Real Estate Grantee shall install a control valve which shall regulate the release and measure the volume of storm water released into the NPDES outfall pipe. The control valve shall contain a locking device and both Grantee and Grantor shall possess a key to such device, provided Grantor shall not unlock the valve and release any storm

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water except in the event such release of water is determined by Grantor (in Grantor's sole discretion) to be necessary to protect Grantor's property, equipment and/or its business operations on its Adjoining Northerly Real Estate. Further, provided Grantor's discretion in this regard shall in no way affect Grantee's obligations hereunder including, without limitations, Grantee's obligations under the Indemnification Agreement to be executed by the Grantor and Grantee concurrently herewith, but may adversely affect Grantee's ability to fulfill its Water Delivery Commitment if Grantor's discretion results in the release of water from Grantor's reservoir which Grantee had previously delivered in the quantity required to fulfill such Water Delivery Commitment; and

- (xi) In areas in the sanitary Landfill/Balefill, and in the System which Grantee determines appropriate, Grantee shall install and maintain such devices as it shall select so as to monitor and test the quality of the water in the System; and
- (xii) Grantee, via the System, shall provide water to Grantor which shall, without any exception whatsoever, be of a quality which does not result in a violation of the Illinois Environmental Protection Act, the National Environmental Policy Act, and all other Federal and Illinois Statutes and the regulations promulgated and in force at any time relating to the discharge of water into a stream and/or river; and
- (xiii) Grantee, except to the extent prevented by act of God, shall not release water in a quantity which is in excess of the transmission capacity of the existing NPDES outfall pipe; and
- (xiv) Neither Grantee nor its employees, or any other persons or entities acting on its behalf shall enter or be present upon Grantor's Adjoining Northerly Real Estate for the purpose of constructing, installing or maintaining, any of the component parts of the System unless prior to any such entry Grantee shall furnish Grantor with a certificate of public liability insurance issued by an insurance company licensed to do business in the State of Illinois applicable to the Grantor's Adjoining Northerly Real Estate with coverage in the minimum limits of One Million (\$1,000,000.00) Dollars for each individual claim for either personal injury or property damage, which insurance shall name Grantor as an additional party insured therein. Notwithstanding the foregoing Grantee agrees to indemnify and hold Grantor free and harmless from any liability Grantor may incur which arises out of such entry on Grantor's Adjoining Northerly Real Estate by Grantee, its employees, agents, or other persons or entities acting on its behalf; and

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- (xv) Grantee shall indemnify and save Grantor free and harmless from any mechanic, materialman or laborer's lien which may be filed and recorded against the title of Grantor's Adjoining Northerly Real Estate as a consequence of Grantee's construction and maintenance, etc., of the System; and
- (xvi) Grantee shall give Grantor reasonable prior notice of the date of commencement of all work to be performed in connection with the original construction of the component parts of the System, and of the scheduling of non-emergency work to be performed in connection with any subsequent maintenance, alteration or addition to the System in Grantor's Adjoining Northerly Real Estate, and that all such work shall be performed in a manner so as to not interfere with Grantor's business operations.

b. Grantor covenants with Grantee that:

- (i) Grantor has included in the documents submitted to the IEPA in connection with the re-issuance of the NPDES Permit ("Permit") such Plans and Exhibits as were prepared by Grantee and approved by Grantor which portray and describe the System; and
- (ii) Grantor shall include in the Permit, and any successor Permits, the same real estate which previously has benefited from the previous Permits; and
- (iii) Grantor shall grant to Grantee, and Grantee's assignees and any successor in title to the Easterly Real Estate:
 - (1) a temporary construction easement in and through Grantor's Adjoining Northerly Real Estate of adequate duration and dimensions to permit the initial construction or installation of the component parts of the System and, of any alterations or additions to the System as may be required pursuant to any order or rule of the IEPA or other governmental authority of jurisdiction or by generally accepted engineering practices; and
 - (2) a permanent easement in and through Grantor's Adjoining Northerly Real Estate of adequate dimension and as depicted and legally described by the Permanent Easement document to permit the maintenance of the component parts of the System, and after completion of any area in which are located any required alterations or additions, a similar Permanent Easement upon, in and through Grantor's Adjoining Northerly Real Estate.
 - (3) The Plat/s of Easement of the easements provided for in the preceding sub-subparagraphs (1) and (2) shall be prepared, at Grantee's sole cost and expense, by an Illinois Registered Land

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Surveyor after the final design and location of the component parts of the System to be installed in Grantor's Adjoining Northerly Real Estate have been completed. The Plat/s of Easement shall be submitted to Grantor for its approval, which approval shall not be unreasonably withheld, execution and return to Grantee for recording with the appropriate County Recorder.

(iv) To the best information, knowledge and belief of Grantor, based upon, its approximate ninety-five (95) years of ownership and use of the Easterly Real Estate and its Adjoining Northerly Real Estate the natural drainage course of all such Real Estate is from its higher elevation in the South to its lower elevation in the North and thence to Poplar Creek via the only existing drainage outflow through a tunnel through the railroad embankment; and

(v) At such time as Grantor permanently ceases its business operations on its Adjoining Northerly Real Estate it shall execute such documents as are required so as to assign and transfer to Grantee all right and authority in and to the then existing Permit, the rights and authorities permitted and granted hereby and the obligations and liabilities associated therewith, at no additional cost or consideration to Grantee; and

(vi) Until the date that Grantor assigns and transfers to Grantee all right and authority in and to the then existing Permit, etc., in accord with the preceding sub-subparagraph (v) Grantor, based on Grantee's representations, acknowledges that the Permit and other Permits and licenses required for the development of Grantee's Real estate for a sanitary landfill/balefill, and for the improvements which Grantee is required to construct and maintain in order to fulfill Grantee's Water Delivery Commitment and/or its Reservoir and Facilities Commitment to Grantor (the "Required Improvements") may require, from time to time, amendment, revision and renewals.

Accordingly, Grantor agrees that, until Grantor assigns and transfers the then existing Permit, etc., in accord with the preceding sub-subparagraphs (v) and (vi) whenever it, (or its successor/s in title to all, or a portion of Grantor's Adjoining Northerly Real Estate in the event Grantor conveys all or any portion of its Adjoining Northerly Real Estate prior to the date Grantor assigns and transfers the Permit), are requested by Grantee to be a co-applicant on any application for (i) any Permit or license, or (ii) any revision, modification or renewal of any Permit or license which (iii) is/are necessary or required for all, or any part of the development, operation or maintenance of the sanitary landfill/balefill or the Required Improvements, Grantor, (or its successor/s to all or any portion of

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Grantor's Adjoining Northerly Real Estate in the event Grantor conveys all or any portion of its Adjoining Northerly Real Estate prior to the date Grantor assigns and transfers the Permit) shall timely execute such application/s provided Grantor or such successor/s in title to all or any portion of Grantor's Adjoining Northerly Real Estate incurs no cost, expense or liability in connection therewith.

5. Grantor and Grantee agree that the improvements described in the foregoing paragraphs 3 and 4 are portrayed on Exhibits I and II of the ~~the~~ 1989 Revised Agreement, previously executed by the parties. MS
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B. The Real Estate transferred hereunder shall also be subject to the following:

1. Special taxes or assessments for improvements not yet completed;

2. Installments not due as of date of closing of any special tax or assessments for improvements heretofore completed;

3. Unbilled general real estate taxes for the year of 1989 and subsequent years including taxes which may accrue by reason of new or additional improvements constructed or installed upon or in the real estate by Grantee;

4. Rights of the public, State of Illinois or the Counties of Cook or Kane or municipality, if any, in and to that part of the Real Estate taken or used for road purposes, including but not limited to a Dedication recorded January 6, 1930 as Document Number 330841;

5. Rights of the adjoining and contiguous owners to have maintained the uninterrupted flow of any stream which may cross the land;

6. Rights of way for drainage titles, ditches, feeders and laterals, if any;

7. Grant of Easement recorded January 13, 1949 as Document Number 619064 by The Chicago Gravel Company to Illinois Bell Telephone Company, its successors and assigns, for telephone and telegraph purposes upon, along and under the public highway known as State Route 25;

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8. Provisions in the report on the Regulation of Construction within the flood plain of Poplar Creek and tributaries, Cook and Kane Counties recorded February 27, 1978 as Document 1446329 by the Illinois Department of Transportation including "any construction undertaken within the flood plain as defined by this report without a permit from the Department of Transportation is unlawful;"

9. Two leases, both dated March 1, 1990, between The Chicago Gravel Company, an Illinois corporation, and Kenyon Brothers Company. The first of said leases affecting 72 acres, more or less, situated in the unexcavated part of the North one-half (1/2) Section 31, Township 40 North, Range 9 East of the Third Principal Meridian, County of Cook, State of Illinois, being a part of property formerly known as the Tefft farm. The second lease affecting 27.43 acres, more or less situated in Lots 4 and 5 of Section 30, Township 41 North, Range 9 East of the Third Principal Meridian.

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COOK COUNTY PARCEL
EXHIBIT B-1 ATTACHED TO AND MADE A PART OF THAT CERTAIN WARRANTY
DEED BETWEEN THE CHICAGO GRAVEL COMPANY, AS GRANTOR, AND
SOLID WASTE AGENCY OF NORTHERN COOK COUNTY AS GRANTEE, SUCH
DEED DATED AUGUST 17, 1990.

The "Easterly Real Estate" includes that real estate
legally described as follows:

The following real estate located in Cook County:

PARCEL 1:
THE NORTH 1/2 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 9
EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE
CENTER LINE OF WEST BARTLETT ROAD AND LYING WESTERLY OF
THE CENTER LINE OF GIFFORD ROAD IN COOK COUNTY,
ILLINOIS

PARCEL 2:
THE SOUTH 1,500 FEET (AS MEASURED AT RIGHT ANGLES TO
THE SOUTH LINE OF SECTION) OF THAT PART OF SECTION 30,
TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL
MERIDIAN LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF
CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD AND
WEST OF THE CENTER LINE OF GIFFORD ROAD IN COOK COUNTY,
ILLINOIS

PARCEL 3:
THE NORTH 52 LINKS OF THE WEST 20 CHAINS AND 75 LINKS
OF THE SOUTH WEST 1/4 (AS MEASURED AT RIGHT ANGLES TO
THE NORTH AND WEST LINES OF SAID SOUTH WEST 1/4) OF
SECTION 31, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The following real estate located in Kane County:

PARCEL ONE:
THAT PART OF THE NORTH EAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE
8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTH EAST CORNER OF SAID NORTH EAST 1/4, THENCE
WESTERLY ALONG THE SOUTH LINE OF SAID NORTH EAST 1/4 287.2 FEET TO A
POINT 544 FEET EAST OF, AS MEASURED ALONG SAID SOUTH LINE, THE CENTER
LINE OF STATE ROUTE 25, THENCE NORTHERLY PARALLEL TO THE CENTER LINE OF
STATE ROUTE 25, A DISTANCE OF 1344.8 FEET, THENCE WESTERLY 544 FEET TO
A POINT ON THE CENTER LINE OF SAID HIGHWAY, THENCE NORTHERLY ALONG THE
CENTER LINE OF SAID STATE ROUTE 127 1/4 FEET TO THE NORTH LINE OF SAID
NORTH EAST 1/4, THENCE EAST ALONG SAID NORTH LINE 1497.3 FEET TO THE
NORTH EAST CORNER OF SAID SECTION, THENCE SOUTH ALONG THE EAST LINE OF
SAID NORTH EAST 1/4, 2621.4 FEET TO THE POINT OF BEGINNING IN THE
TOWNSHIP OF ELGIN, KANE COUNTY, ILLINOIS.

PARCEL TWO:
THAT PART OF THE SOUTH EAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE
8 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE CENTER LINE
OF ROUTE 25 AND SOUTH OF A LINE 1500 FEET NORTH OF, AS MEASURED AT
RIGHT ANGLES TO THE SOUTH LINE OF SAID SOUTH EAST 1/4, IN THE TOWNSHIP
OF ELGIN, KANE COUNTY, ILLINOIS.

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COOK COUNTY PARCELS
EXHIBIT B-2 ATTACHED TO AND MADE A PART OF THAT CERTAIN WARRANTY DEED BETWEEN THE CHICAGO GRAVEL COMPANY, AS GRANTOR, AND SOLID WASTE AGENCY OF NORTHERN COOK COUNTY AS GRANTEE, SUCH DEED DATED AUGUST 17, 1990.

The "Grantor's Adjoining Northerly Real Estate" includes that real estate legally described as follows:

The following real estate located in Kane County, Illinois:

That part of the East 1/2 of Section 25, Township 41 North, Range 9 East of the Third Principal Meridian, described as follows: Beginning at the South East corner of said section; thence North along the East line of said section to a point 1046.6 feet South of the South line of the right of way of the Chicago, Milwaukee and St. Paul Railway; thence South 80 degrees, 02 minutes, 0 seconds West 738.6 feet; thence South 87 degrees, 56 minutes, 0 seconds West 881.4 feet to the center line of State Route 25; thence Southerly along said center line to the South line of said section; thence East along said South line to the point of beginning, (except the South 1500 feet as measured at right angles thereto and also except that part conveyed to State Department of Public Works and Buildings by Warranty Deed recorded August 8, 1986 as Document 1074574 and also except that part described as follows: Beginning at the North East corner of said Section 25; thence Southerly along the East line of said section 2359.0 feet; thence South 85 degrees, 02 minutes, 0 seconds West 738.6 feet; thence South 87 degrees, 56 minutes, 0 seconds West 881.4 feet to the center line of State Route No. 25; thence Southerly along said center line 117.08 feet; thence Southeasterly along a line which forms an angle of 60 degrees, 57 minutes, 17 seconds to the left with the prolongation of the last described course, 37.74 feet to the Easterly right of way line of State Route No. 25 for the point of beginning; thence continuing Southerly along the last described course 134.86 feet; thence Southeasterly and Easterly along a curve to the left having a radius of 370.70 feet and being tangent to the last described course 151.07 feet; thence Easterly tangent to the last described curve 131.26 feet; thence Easterly along a curve to the right having a radius of 516.16 feet and being tangent to the last described curve 118.15 feet; thence Easterly tangent to the last described curve 15.15 feet; thence Southerly at right angles to the last described course 757.59 feet; thence Westerly along a line which forms an angle of 88 degrees, 46 minutes, 16 seconds to the right with the prolongation of the last described course 560.1 feet to the Easterly right of way line of State Route No. 25; thence Northerly along said Easterly right of way line 149.36 feet to a jog in said Easterly right of way line; thence Easterly along said jog 24.0 feet; thence Northerly along said Easterly right of way line 79.03 feet to the jog in said Easterly right of way line; thence Easterly along said jog 2.0 feet; thence Northerly along said Easterly right of way line 17.03 feet to an angle in said Easterly right of way line; thence Northerly along said Easterly right of way line 104.0 feet to a jog in said Easterly right of way line; thence Westerly along said jog 24.0 feet; thence Northerly along said Easterly right of way line 274.29 feet to the point of beginning, in the Township of Elgin, Kane County, Illinois.

The following real estate located in Cook County, Illinois:

THAT PART OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD AND WEST OF THE CENTER LINE OF GIFFORD ROAD (EXCEPTING THAT PART THEREOF FALLING WITHIN THE FOLLOWING DESCRIBED PREMISES: THAT PART OF THE ROAD COMMONLY DESCRIBED AS SPANGLING ROAD LYING ALONG THE SECTION LINE DIVIDING SECTIONS 30 AND 31, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY FROM WESTERLY LINE OF COOK COUNTY, ILLINOIS AND WESTERLY FROM WESTERLY LINE OF THE ROAD COMMONLY CALLED GIFFORD ROAD PURPORTED TO HAVE BEEN VACATED BY RESOLUTION OF BOARD OF COMMISSIONERS OF COOK COUNTY, ILLINOIS A COPY WHEREOF WAS RECORDED FEBRUARY 17, 1989 AS DOCUMENT NUMBER 12072950) ALSO, EXCEPTING ALL THAT PART OF THE NORTH 1/2 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH IS ENCLOSED WITHIN THE FOLLOWING DESCRIBED BOUNDARY LINES, BEGINNING AT A POINT DETERMINED BY MEASURING FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 30, WEST ALONG SAID SECTION LINE 3 CHAINS AND 15 LINKS AND THENCE SOUTH 6 DEGREES AND 45 MINUTES WEST 1700 FEET TO THE SOUTHERLY LINE OF THE RIGHT OF WAY OF SAID CHICAGO AND PACIFIC RAILROAD COMPANY, SAID SOUTHERLY LINE BEING PARALLEL WITH AND 50 FEET DISTANT FROM THE CENTER LINE OF THE RIGHT OF WAY OF SAID CHICAGO AND PACIFIC RAILROAD COMPANY FOR A POINT OF BEGINNING; THENCE RUNNING SOUTH 06 DEGREES AND 45 MINUTES WEST 344 FEET; THENCE RUNNING EASTWARD ON A STRAIGHT LINE 706 FEET TO A POINT IN THE AFORESAID SOUTHERLY BOUNDARY LINE OF RIGHT OF WAY; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF RIGHT OF WAY WEST 750 FEET TO THE POINT OF BEGINNING ALSO EXCEPTING THAT PART THEREOF FOLLOWING WITHIN THE SOUTH 1500 FEET, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF AFORESAID SECTION 30) ALL IN COOK COUNTY, ILLINOIS.

- PERMANENT INDEX NUMBERS: 05-30-100-008 PART PIQ AND OTHER PROP
- 06-30-100-010 PART OF PIQ
- 06-30-200-002 PART OF PIQ
- 06-30-300-001 PART PIQ & OP
- 06-30-301-001 PART PIQ & OP
- 06-30-400-001 PART PIQ & OP
- 06-30-400-006 PART PIQ & OP

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