

90335682

particulars described in the 1974 Deed; and
ments, obligations, liabilities, easements and reservations more
conditions, exceptions, rights, covenants, indemnities, agree-
(new), situated in Chicago, Cook County, Illinois, subject to the
conveyed to Grantee a certain portion of vacated Kingsbury Street
and recorded with the Recorder as Document No. 22750232, Grantor
78651 dated June 11, 1974 (hereinafter called the "1974 Deed")

Cook County
REAL ESTATE TRANSACTION TAX
REVENUE
STATE JUL 1979
70.00
8 5 8 0 0
COOK
CO. NO. 810

WHEREAS, by an instrument bearing Quitclaim Deed No. 78651 dated June 11, 1974 (hereinafter called the "1974 Deed") and recorded with the Recorder as Document No. 22750232, Grantor has succeeded to Kinzie and the

WHEREAS, the Grantee has succeeded to Kinzie and the described in the 1963 Deed; and

WHEREAS, the Grantee has succeeded to Kinzie and the described in the 1963 Deed; and

WHEREAS, by an instrument bearing Quitclaim Deed No. 70051 dated April 24, 1963 (hereinafter called the "1963 Deed") and recorded in the Recorder's Office of Cook County, Illinois

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
REVENUE
DEPT. OF REVENUE
JUL 1979
140.00
8 5 8 0 0
COOK
CO. NO. 810

WHEREAS, by an instrument bearing Quitclaim Deed No. 70051 dated April 24, 1963 (hereinafter called the "1963 Deed") and recorded in the Recorder's Office of Cook County, Illinois

W I T N E S S E T H :

THIS INSTRUMENT dated March 1, 1990 is a conveyance of certain real property interests and an amendment to certain deeds and is made by and between CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, (hereinafter called "Grantor") and LA SALLE NATIONAL BANK, a national banking association, not personally but as Trustee under a Trust Agreement dated March 1, 1967 and known as Trust No. 36223, South LaSalle Street, Chicago, Illinois, 60603 (hereinafter called "Grantee").

CITY OF CHICAGO
REAL ESTATE TRANSACTION TAX
REVENUE
DEPT. OF REVENUE
JUL 1979
525.00

CITY OF CHICAGO
REAL ESTATE TRANSACTION TAX
REVENUE
DEPT. OF REVENUE
JUL 1979
525.00

2992

DEED - APPAREL CENTER
QUITCLAIM DEED NO. 86275

Authorization No. 6449

90335682

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DEED NO. 86275

Authorization No. 6449

WHEREAS, by an instrument bearing Easement Deed No. 79848 dated July 19, 1976 (hereinafter called the "1976 Easement Deed"), and recorded with the Recorder on August 13, 1976 as Document No. 23596269, Grantor granted to Grantee a non-exclusive easement for a private roadway for ingress and egress of persons and vehicles, without parking privileges thereon, across the Easement Property, situated in Chicago, Cook County, Illinois, subject to the terms, conditions, rights, covenants, indemnities, agreements, obligations, liabilities and restrictions more particularly described in the 1976 Easement Deed (the 1963 Deed, the 1974 Deed and the 1976 Easement Deed hereinafter collectively called the "Deeds"); and

WHEREAS, the parties to the Deeds agreed to the conveyance of the parcels described below (i) upon the Grantor's abandonment of railroad operations over such parcels or (ii) upon a determination by the Grantor with third parties or by resolution of its Board of Directors that such parcels are no longer necessary or useful in the performance of Grantor's duties to the public as a common carrier; and

WHEREAS, the parties to this Instrument desire to effect such conveyance prior to any such abandonment or Grantor determination, yet recognizing and preserving to the Grantor the right to continue to provide freight train service to existing customers and to any other users to whom Grantor may be required to provide freight train service by any governmental authority having jurisdiction thereover; and

WHEREAS, the capitalized terms used herein shall have the respective meanings set forth in the Deeds, unless the context otherwise requires.

NOW, THEREFORE, in consideration of the sum of ONE HUNDRED THIRTY-NINE THOUSAND SIX HUNDRED TWENTY-SEVEN and No/100 (\$139,627.00), to Grantor in hand paid and other good and valuable consideration, Grantor and Grantee mutually agree as follows:

1. Grantor, subject to the terms, conditions, rights, covenants, indemnities, agreements, obligations, liabilities,

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easements, reservations and restrictions hereinafter more fully set out, which terms, conditions, rights, covenants, indemnities, agreements, obligations, liabilities, easements, reservations and restrictions the Grantee accepts, hereby CONVEYS and QUITCLAIMS to the Grantee, all interest in the following described parcels of real estate and interests in real estate situated in the South Half of Section Nine (9), Township Thirty-Nine (39) North, Range Fourteen (14) East of the Third Principal Meridian in the City of Chicago, County of Cook and State of Illinois (hereinafter called the "Premises"), to wit:

PARCEL 1:

All of the land, property and space lying within the boundaries projected vertically downward from and below a certain inclined plane, being a vertical distance of Twenty-three and Five-tenths (23.5) feet vertically above Chicago City Datum at the South-westerly line of the Franklin-Orleans viaduct as now located and established, and Twenty-nine and Five-tenths (29.5) feet above Chicago City Datum at the Easterly line of Kingsbury Street (formerly Ferry Street), and being bounded on the East by the Westerly line of said Franklin-Orleans viaduct, on the West by the East line of vacated Kingsbury Street, on the North by an Easterly and Westerly line running parallel with and Twenty (20) feet North at right angles from the center line between the two main tracks of the Chicago and North Western Transportation Company, as established on April 24, 1963, and on the South by an Easterly and Westerly line running parallel with and Twenty (20) feet South at right angles from the center line between the said two main tracks.

PARCEL 2:

All of the land, property and space lying within the boundaries projected vertically downward from a horizontal plane which is Twenty-three (23) feet vertically above Chicago City Datum of a strip of land Forty (40) feet wide, which is bounded on the West by the Southwesterly line of the Franklin-Orleans Street viaduct as now located and established; on the East by the Northeasterly line of said Franklin-Orleans viaduct; on the North by a line parallel with and Twenty (20) feet North at right angles from the center line between the two main tracks of the Chicago and North Western Transportation Company, as established on April 24, 1963, and on the South by a line parallel with and Twenty (20) feet South at right angles from the center line between said two main tracks.

PARCEL 3:

All of the land, property and space lying within the boundaries projected vertically downward from a horizontal plane which is Twenty-nine and Five-tenths (29.50) feet vertically above Chicago City Datum of a strip of land Forty (40) feet wide, said strip being bounded on the Northerly and Southerly sides by two parallel Easterly and Westerly lines, parallel with and

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distant respectively Twenty (20) feet Northerly at right angles and Twenty (20) feet Southerly at right angles from the center line between the two (2) main tracks of the Chicago and North Western Transportation Company, as established on April 24, 1963, and being bounded on the Easterly and Westerly sides by the Easterly line of vacated Kingsbury Street and the center line of vacated Kingsbury Street, respectively.

PARCEL 4:

All that part of the Westerly one-half (1/2) of vacated Kingsbury Street aforesaid described as follows: Beginning at a point on the Westerly line of vacated Kingsbury Street distant 90 feet Northerly, measured at right angles, from the center line between the two (2) main tracks of the Chicago and North Western Transportation Company as established on April 24, 1963; thence Southeasterly in a straight line to a point on the center line of said vacated Kingsbury Street (new), distant 75 feet Northerly, measured at right angles from the aforesaid center line between the two (2) main tracks; thence Southerly along the center line of said vacated Kingsbury Street to a point 30 feet Southerly, measured at right angles from the center line between the said two (2) main tracks; thence Southwesterly in a straight line to a point on the Westerly line of said vacated Kingsbury Street, distant 75 feet Southerly, measured at right angles, from the center line between the said two (2) main tracks; and thence North along the Westerly line of said vacated Kingsbury Street to the point of beginning.

PARCEL 5:

A tract of land in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, described as follows: Commencing at the point of intersection of the South line of W. Kinzie Street and the West line, produced North, of vacated N. Kingsbury Street (formerly Ferry Street), said West line being 20.0 feet, measured at right angles, Easterly from and parallel with the Easterly dock line of the North Branch of the Chicago River; thence Southwardly along said extended line, a distance of 87.51 feet to a point which is 90.0 feet North, measured at right angles from the center line between the 2 main tracks of the Chicago and North Western Transportation Company, as established on April 24, 1963; and the point of beginning of the herein described tract; thence Westerly on a line parallel with said railway center line, a distance of 16.63 feet to a point 4.0 feet, measured at right angles, Easterly from said Easterly dock line of the North Branch of the Chicago River; thence Southerly along a line parallel with said Easterly dock line, a distance of 60.28 feet to a point which is 32.0 feet North, measured at right angles from said center line between the aforesaid 2 main tracks and a point of curve; thence Southeasterly on a curve with a radius of 18.0 feet, delta angle of 30 degrees, convex Westwardly, a distance of 9.42 feet; thence continuing Southeasterly on the tangent line extended of said curve, a distance of 5.50 feet to a point of curve; thence Southeasterly on a curve with a radius of 19.50 feet, delta angle of 30 degrees, convex Eastwardly, a distance of 10.21 feet; thence Southerly on a line parallel with said Easterly dock line of the North Branch of the Chicago River, a distance of 27.00 feet to a point of curve; thence Southerly on a curve with a radius of 19.50 feet, delta angle of 30 degrees, convex Eastwardly, a distance of 10.21 feet; thence

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Southerly on the tangent line extended of said curve, a distance of 5.50 feet to a point of curve; thence Southerly on a curve with a radius of 18.0 feet, delta angle of 30 degrees, convex Westwardly, a distance of 9.42 feet; thence Southerly on a line parallel with said Easterly dock line, a distance of 37.19 feet to a point which is 75.0 feet South, measured at right angles from said center line between the aforesaid 2 main tracks; thence Eastwardly along a line parallel with said center line, a distance of 16.63 feet to a point on the Westerly line of said vacated N. Kingsbury Street; thence Northerly on the Westerly line of said vacated N. Kingsbury Street, a distance of 171.50 feet to the point of beginning.

PARCEL 6:

A tract of land in Section 9, Township 39 North, Range 14, East of the Third Principal meridian, in Cook County, Illinois, described as follows: Commencing at the point of intersection of the South line of W. Kinzie Street and the West line, produced North, of vacated N. Kingsbury Street (formerly Ferry Street), said West line being 20.0 feet, measured at right angles, Easterly from and parallel with the Easterly dock line of the North Branch of the Chicago River; thence Southwardly along said extended line, a distance of 87.51 feet to a point which is 90.0 feet North, measured at right angles from the center line between the 2 main tracks of the Chicago and North Western Transportation Company, as established on April 24, 1963; thence Westerly on a line parallel with said railway center line, a distance of 16.63 feet to a point 4.0 feet, measured at right angles, Easterly from said Easterly dock line of the North Branch of the Chicago River and the point of beginning of the herein described tract; thence Southerly along a line parallel with said Easterly dock line, a distance of 60.28 feet to a point which is 32.0 feet North, measured at right angles from the center line between the aforesaid 2 main tracks and a point of curve; thence Southeasterly on a curve with a radius of 18.0 feet, delta angle of 30 degrees, convex Westwardly, a distance of 9.42 feet; thence continuing Southeasterly on the tangent line extended of said curve, a distance of 5.50 feet to a point of curve; thence Southeasterly on a curve with a radius of 19.50 feet, delta angle of 30 degrees, convex Eastwardly, a distance of 10.21 feet; thence Southerly on a line parallel with said Easterly dock line of the North Branch of the Chicago River, a distance of 27.0 feet to a point of curve; thence Southerly on a curve with a radius of 19.50 feet, delta angle of 30 degrees, convex Eastwardly, a distance of 10.21 feet; thence Southerly on the tangent line extended of said curve, a distance of 5.50 feet to a point of curve; thence Southerly on a curve with a radius of 18.0 feet, delta angle of 30 degrees, convex Westwardly, a distance of 9.42 feet; thence Southerly on a line parallel with said Easterly dock line, a distance of 37.19 feet to a point which is 75.0 feet South, measured at right angles from said railway center line; thence Westerly along a line parallel with said center line, a distance of 4.16 feet to a point on the Easterly dock line of the North Branch of the Chicago River; thence Northerly along said Easterly dock line a distance of 171.50 feet to a point on a line parallel with said railway center line drawn through the point of beginning; thence Easterly along said parallel line a distance of 4.16 feet to the point of beginning.

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Reserving, however, unto the Grantor, its successors and assigns, an exclusive easement (the "Exclusive Easement") for Grantor's buildings located within the Premises, Grantor's bridge located over the North Branch of the Chicago River, including the bridge counterweight and the approaches thereto, and for freight train operations over, across and along that portion of Parcels 1, 2 and 3 lying South of a line which is 9 feet North of and parallel with the center line of the existing railroad track of the Grantor, together with that portion of Parcels 4, 5 and 6 lying within an 18 foot wide strip of land the center of which is coincident with the center line of said existing railroad track of the Grantor traversing the Premises in an Easterly and Westerly direction, to include the following purposes:

- (a) For the protection, maintenance, use, operation, repair, renewal, installation, construction, reconstruction and replacement of the buildings, the bridge, the roadbed, railroad tracks and appurtenances thereto, all other properties, facilities and equipment of the Grantor, and any and all supports for the foregoing;
- (b) For the temporary storage of materials and equipment, including the parking of vehicles during any period of work or operation except for the crossing area lying within the North Orleans Street extension;
- (c) For the protection, installation, construction, reconstruction, replacement, renewal, maintenance, repair, use and operation of any and all drains, sewers, water mains, gas lines, electric power lines, communication lines, switch machines, signals and signal facilities, cables, wires, pipes, rods, conduits and similar facilities, and all appurtenances and supports therefor, in

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connection with the use and enjoyment of Grantor's properties, facilities and equipment;

(d) For ingress and egress of persons, vehicles and equipment for all necessary or desirable railroad purposes to and from said buildings, bridge, roadbed, tracks, supports and other properties, facilities and equipment of the Grantor; and

(e) The right to temporarily close and block off all or any portion of the Premises for such periods from time to time as the Grantor may reasonably require in the performance of the activities described under the above subparagraphs (a) through (d), both inclusive.

Further reserving unto the Grantor, its successors and assigns, a non-exclusive easement (the "Non-Exclusive Easement") over, across and along the remainder of the Premises (the "Non-Exclusive Easement Area") during any period of maintenance, repair, renewal, installation, construction, reconstruction and replacement of Grantor's bridge, the approaches thereto and/or any tracks and roadbed structure, such easement to include (i) ingress and egress of persons, vehicles and equipment, (ii) mooring of boats, ships or other water vessels along the dock wall, (iii) temporary storage of materials and equipment and parking of vehicles thereon and (iv) the re-railing of trains, engines, cars and other railroad equipment in connection therewith.

Each of the above easements being a "Reserved Easement" and collectively the "Reserved Easements".

2. Except as permitted in the Deeds and as long as any of the Reserved Easements remain in effect, the Grantee is prohibited from commencing within the Premises the construction of any buildings, or other structures, or any supports therefor, or from erecting, installing, constructing or maintaining other

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Authorization No. 6449

properties, improvements, utilities or facilities, or from closing, blocking off or in any manner obstructing the area occupied by the Exclusive Reserved Easement; except Grantee may, subject to the terms of this Instrument, pave the Non-Exclusive Easement Area, install a driveway crossing the trackage within that portion of the Reserved Easements situated within Parcel 2 of the Premises and, subject only to the exercise by the Grantor of its Non-Exclusive Easement rights, park vehicles within the Non-Exclusive Easement Area (each a "Permitted Use" and collectively, the "Permitted Uses"). All plans, specifications, work methods and work techniques for the construction, reconstruction, installation, operation, maintenance, repair, use and replacement of the crossing shall be submitted to the Grantor for its written approval, which approval shall not be unreasonably withheld.

3. The Grantor's right to use, occupy and enjoy the Premises and its buildings, bridge, tracks and other properties, facilities and equipment located on or within the Premises for such purposes, in such manner, and at such time as it shall desire, shall be paramount.

4. The Grantee agrees to comply with all laws, rules, ordinances or requirements of any public authority having jurisdiction over the Permitted Uses, and agrees to indemnify and save harmless the Grantor from all liability for all cost and expense of said failure to so comply.

5. Subject to Grantor's approval pursuant to Paragraph 2, if at any time a Permitted Use results in less than the clearances established by any public authority having jurisdiction thereover, Grantee and Grantor agree to file a joint Petition with such public authority seeking a variance from the applicable regulatory clearance.

6. The Grantee agrees to bear and pay the cost and expense of the installation and maintenance of any paving desired by the Grantee within the Non-Exclusive Easement Area, for a rubberized crossing and for all track work and track changes made to accommodate the crossing, for the paving of the crossing, for

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proper drainage within the crossing, for a sign with flashing yellow lights at the west entrance of the Exclusive Easement area warning the trainman to "walk the train through the corridor and not ride on the side of the car," for the continued maintenance of the existing lighting within the Premises, including bulb replacements, and for such other signs, guards, tell-tales, lights and other warning, safety or protective devices as may be required or designated in connection with the approval of a variance by public authority having jurisdiction on account of or in connection with any reduced clearance, or in connection with Grantee's use and operation of the crossing.

7. The crossing shall be installed and thereafter maintained at the sole expense of the Grantee or the City of Chicago in accordance with the standards of the Grantor and to the satisfaction of its Chief Engineer or his authorized representative. Installation, construction, maintenance and renewal between the ends of ties shall be performed by the Grantor at the cost and expense of the Grantee or the City of Chicago. Work outside of the ends of the ties shall be performed by the Grantee at its expense. Grantee shall, as a condition precedent to the execution of this Instrument by the Grantor, advance to the Grantor the Grantor's estimate of the cost and expense of all work to be initially constructed and installed by the Grantor for and at the expense of the Grantee or the City of Chicago. Grantee shall also advance to Grantor the Grantor's estimate of the cost and expense of renewal work, if and when such work is in Grantor's judgment necessary. If the actual cost of such Grantor's work is less than the amount of such advance, then Grantor agrees to promptly refund to Grantee the excess, and if the amount advanced is less than its actual cost, then the Grantee agrees to promptly pay to Grantor the deficiency. Nothing contained in this Paragraph 7 shall impair the right of Grantee to recover such costs and expenses from third parties other than from the Grantor.

8. The Grantor reserves the right to make such emergency repairs to the crossing as in its judgment may be necessary

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Authorization No. 6449

to the safety of its trains and operations and the cost and expense of such work performed by the Grantor shall be paid for by the Grantee.

9. The sole cost and expense of installation, maintenance and renewal at anytime of any paving within the driveway, the crossing and the approaches thereto, including, but not limited to, any signs and any gates, flashers, bells and any other forms of warning, safety or protective devices or appurtenances that may at any time be required by public authority having jurisdiction thereover, shall be borne by the Grantee or the City of Chicago. The Grantee shall inspect said crossing and shall remove from the flangeways thereof all stones, mud, debris or other material, so that at all times said crossing shall be in a proper and safe condition for the operation of the Grantor's trains, engines, cars and other equipment thereover. If gates are required by public authority having jurisdiction thereover, they shall be kept closed and properly fastened at all times, except and only when in use by Grantee.

10. The Grantee and the City of Chicago may be sharing some of the installation and maintenance costs and expenses described in Paragraphs 7 and 9 of this Instrument, and the Grantee agrees to furnish to the Grantor a copy of any such cost and expense sharing agreement, together with all amendments thereto. Notwithstanding anything in this Instrument to the contrary, the Grantee agrees to assume, pay for and/or reimburse the Grantor for any and all such costs and expenses which the City of Chicago fails to pay.

11. If, in the sole judgment of Grantor, it shall become necessary to provide protection, support, or both, for its tracks and property during any work of construction, installation, maintenance, repair or replacement of the crossing or driveway, Grantor shall have the right to furnish such protection or support, or both, and Grantee shall promptly pay to Grantor the entire cost and expense thereof. The Grantee shall not do or permit to be done in the use of said crossing any act that will in any manner interfere with, interrupt or endanger the operation

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of the Grantor's trains, engines, cars or other equipment.

12. Notwithstanding anything in this Deed to the contrary, including any failure by Grantor to require installation of warning devices or signs, the Grantee agrees, to the fullest extent permitted by law, to indemnify, hold harmless and release the Grantor from and assume the defense of:

(a) Any and all claims, demands, lawsuits or liability for loss or damage to any property whatsoever, and injury to or death of any person whomsoever, including all costs and expenses incident thereto, arising from or in connection with the construction, reconstruction, installation, maintenance, repair, renewal, existence, use, operation or removal of any Permitted Use or any defect therein or failure thereof, or the failure of the Grantee to abide by or comply with any of the provisions of this Instrument required to be kept or performed by Grantee, even though the operation of the Grantor's railroad may have caused or contributed thereto; provided, however, that there shall be no liability on the part of the Grantee under this covenant if such loss or damage and injury to or death of any person is due to the sole negligence of the Grantor, except the Grantee covenants and agrees to save and keep the Grantor harmless and indemnified at all times against loss or damage to any building or other structure now located or at any time hereafter permitted to be located over and above any part of the Premises or to property of the Grantee adjoining the Premises or to property of others in or upon said building or structure and for injury or death, regardless of the negligence of the Grantor arising from fire, smoke or other emissions caused by locomotives or other equipment or facilities of the Grantor.

(b) Any and all liability, loss and damage whatsoever, arising directly or indirectly, because of or in connection with the installation, operation, use or

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occupation by the Grantee of a Permitted Use at a location within the Premises which is less than nine feet (9'0") on straight tracks, or ten feet (10'0") on curved tracks, laterally of the center, or below +23C.C.D., or within fifteen feet (15'0") from the end of any track, or within such close clearances with respect to Grantor's bridge, the Grantee being solely responsible for controlling and managing the risk thereof.

13. The Grantee covenants and agrees that it will make no claims or demands of any nature whatsoever at any time against the Grantor in connection with the noise, vibration, dirt or fumes caused by or emanating from locomotives or other equipment or facilities of the Grantor and Grantee does hereby forever release and discharge the Grantor from any and all manner of action or actions, cause or causes of action, claims, demands or damages whatsoever in law or in equity, because of or for or on account of any noise, vibration, dirt or fumes caused by or emanating from any such locomotives or other equipment or facilities of the Grantor at any time or times in the future.

14. The Grantee recognizes that the presence of a crossing facility on or over the rails of said tracks may result in damage to the crossing facility on account of switching operations of Grantor, and the Grantee assumes all liability for the repair, restoration and replacement of the crossing on account of the presence of said crossing on and/or over said tracks.

15. At no time shall Grantee operate a Permitted Use or in any other fashion cause or allow a Permitted Use to interfere with train operations or train safety.

16. At the time of execution of this Amendment to Deeds by the Grantee but prior to execution by the Grantor, Grantee agrees to obtain at its expense, and to keep in full force and effect during the existence of the Grantor's Reserved Easements general liability insurance for limits not less than \$7,500,000, naming the Grantor as an additional insured, and to

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furnish to the Grantor written evidence of such insurance, including an agreement between the Grantee and the insurance carrier that the coverage will not be cancelled or materially changed unless thirty (30) days' prior written notice is given to the Grantor, Attention: Real Estate Department, One North Western Center, 165 North Canal Street, Chicago, Illinois 60606. It is further agreed between Grantee and Grantor that nothing contained herein shall act as to limit Grantee's liability under any of the provisions of this Instrument.

17. From and after the execution and delivery of this Instrument, the covenants, indemnities, agreements, obligations, liabilities, easements, conditions, restrictions and reservations (the "Provisions") with respect to the Premises described therein contained in all prior deeds to Grantee and its predecessors in title shall be deemed released and terminated except to the extent that any such Provisions were for the benefit of, or could benefit, the Reserved Easements, and, subject to said exception, the Provisions with respect to the property conveyed by the Grantor and its predecessors in title to Grantee and its predecessors in title shall be limited to those contained herein.

18. In the event the Grantor shall remove the buildings, bridge and railroad tracks from the Reserved Easements with the intention of permanently abandoning the use of the Reserved Easements for such freight train operations, or if the Grantor shall determine by agreement with third parties or by resolution of its Board of Directors that the Reserved Easements are no longer necessary or useful in the performance of the Grantor's duties to the public as a common carrier, Grantor agrees, upon receipt of a written request from the Grantee, to promptly prepare a release of the Reserved Easements for Grantee's recording with the Recorder at Grantee's expense.

19. Grantor shall have the right to remove the buildings, bridge, railroad tracks and other structures and facilities of the Grantor, and all appurtenances thereto, within six (6) months, weather permitting, after the delivery of the release provided in Paragraph 18 of this Instrument, which buildings,

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Authorization No. 6449

bridge, tracks, structures, facilities, appurtenances, or any portions thereof, shall become the property of the Grantee, in place, if not removed within such six (6) month period.

20. The terms, conditions, rights, covenants, indemnities, agreements, obligations, liabilities, easements and reservations herein contained shall run with the land, preserving to the Grantor the continued, safe and uninterrupted railroad freight train operations to the same extent as if no such conveyance of the Premises had been made hereunder, and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, and each and every following successor in title to the Premises, or any part or parts thereof, without limitation or exception for any reason whatsoever, and without regard to the manner in which title was acquired, shall be duty bound to the Grantor, its successors and assigns, respectively, to so convey the Premises, or any part or parts thereof, by an instrument of conveyance containing the same provisions and incorporating the same provisions as herein contained by which the successors in title to the Premises, or any part or parts thereof, and to the properties conveyed by the Deeds shall assume all of the provisions binding on the Grantee under this Instrument and under the Deeds.

21. All sums due the Grantor are to be paid within thirty (30) days from receipt of Grantor's bill (and supporting documentation) and if not paid when due, will bear interest at two percent (2%) over the base rate from time-to-time announced by The First National Bank of Chicago from the time it becomes payable until paid.

22. All notices, demands and other instruments required or permitted to be served by either party upon the other shall be in writing and shall be deemed to have been sufficiently served if sent by certified or registered mail with proper postage prepaid, addressed to Grantor as follows: "Chicago and North Western Transportation Company, One North Western Center, 165 North Canal Street, Chicago, Illinois 60606, Attention: Real Estate Department," or addressed to Grantee as follows: "Merchandise Mart Properties, Inc., 470 The Merchandise Mart, Chicago, Illinois 60654, Attention:

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DEED NO. 86275

Authorization No. 6449

Executive Vice President-Operations", and shall be deemed received

RIDER ATTACHED TO AND MADE A PART OF DOCUMENT...
DATED March 1, 1990 UNDER TRUST NO. 36223

This instrument is executed by LaSALLE NATIONAL BANK, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LaSALLE NATIONAL BANK are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LaSALLE NATIONAL BANK by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

FORM XX 0421

Executed in duplicate by their officers thereunto duly authorized as of this 1st day of March, 1990.

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

By: Richard B. [Signature]
Assistant Vice President

ATTEST:

[Signature]
Assistant Secretary

LaSALLE NATIONAL BANK, not personally but as Trustee aforesaid

By: [Signature]
Assistant Vice President

ATTEST:

[Signature]
Secretary
COOK COUNTY, ILLINOIS
FILED FOR RECORD

1990 JUL 12 PM 3:32

90335682

This instrument was prepared by Chicago and North Western Transportation Company, One North Western Center, Chicago, Illinois 60606

Mailed to: Michael F. Carr
Burke Wilson & McAlister
500 W. Madison St. # 3700
Chicago, IL 60606

BOX 333-GG

(DUPLICATE ORIGINAL)

Tax Nos 17-09-400-013
- 015
- 033

located near intersection of Franklin St, Orleans Viaduct
and Kenzie Street.
RES-15 (1-15)

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