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VIA E-FILING

Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street N.W.
Washington, D.C. 20423

Re: *STB Finance Docket No. 36014, Ingredion, Inc.--Petition for Declaratory Order*

Dear Ms. Brown:

Enclosed for filing in the above-referenced proceeding is Coulas Viking Partners' Motion to Deny Ingredion's Petition, Or, In The Alternative, Stay Proceedings.

Sincerely,



Katharine E. Heitman

cc: Karyn Booth (by email)
Rodney Perry
Thomas Matyas

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

FINANCE DOCKET NO. 36014

INGREDION INCORPORATED - PETITION FOR DECLARATORY ORDER

**MOTION TO DENY INGREDION'S PETITION,
OR, IN THE ALTERNATIVE, STAY PROCEEDINGS**

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Dated: April 29, 2016

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SURFACE TRANSPORTATION BOARD**

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Central to this dispute are state law claims, including claims for monetary damages that Viking Partners asserts in a lawsuit that has been pending in state court for over two years. Pursuant to this Board's prior decisions, those state law claims are best resolved by the courts. For that reason, Viking Partners respectfully requests that this Board deny Ingredion's Petition. In the alternative, Viking Partners requests that the Board stay these proceedings unless and until there is a ruling by a court on the state law issues. At that time, a court can refer to this Board the issue of whether those court rulings directly implicate this Board's jurisdiction and authority under the Interstate Commerce Commission Termination Act.

Introduction

This Petition was filed by Ingredion Incorporated – a company that is not a railroad or rail carrier, does not provide rail transport, does not own the land involved in this dispute, and does not have any rights to the property upon which a single line spur track has been built. Ingredion is only a customer of a railroad.

Ingredion has tried to shoehorn itself into the status of a petitioner so it can assert claims that belong to (if anyone) the railroad that Viking Partners sued in state court more than two years ago. Undeterred by the fact that it has not been a party or played any role in the lawsuit

between Viking Partners and the railroad until just a few months ago, Ingredion filed this Petition. Ingredion now seeks a declaration that “certain relief” sought by Viking Partners in the pending lawsuit against Belt Railway is preempted by this Board’s exclusive jurisdiction over rail operations under ICCTA § 10501(b). However, Ingredion does not address that all other relief sought by Viking Partners is not authorized by the Act and must be ordered by a court.

In essence, Ingredion’s Petition asks the Board to shut down a lawsuit that has been pending for more than two years. That lawsuit involves real property owned by Viking Partners. Viking Partners’ lawsuit against Belt Railway centers upon the interpretation and validity of a written easement agreement under state law, as well as the impact of the parties’ subsequent conduct (as construed under state law) in relation to that agreement. Presently, Belt Railway claims that it has rights under easement agreements to use the single line spur railroad track (“Spur Line”) that was built upon Viking Partners’ property. Because of Belt’s unlawful use of Viking Partners’ property, Viking Partners cannot use, sell or lease a large portion of its property that is cut-off by the Spur Line. Viking Partners still must pay taxes on this property, however.

Consequently, Viking Partners sued Belt in state court in December 2013. In its lawsuit, Viking Partners seeks a declaratory judgment that Belt has no rights or authority to use Viking Partners’ property. The Complaint asserts only state law specific claims: that Belt has no rights under a written easement; that it is unlawfully using Viking Partners’ property; that its unlawful use constitutes trespass; that Viking Partners has suffered monetary damages from the trespass; and that Belt, as a trespasser, should be ejected from Viking Partners’ property. If the court finds an easement does exist, then the Complaint requires the Court to determine if Belt misuses the easement. Viking Partners’ claims have not changed since the case was filed.

In December 2015, Ingredion, who has been aware of the state court lawsuit for almost a year, filed a Motion to Intervene. In February 2016, its motion was granted. A month later, Ingredion removed Viking Partners' lawsuit to federal court in the Northern District of Illinois.

In its Notice of Removal, Ingredion claimed that the federal court had exclusive jurisdiction over Viking Partners' state court lawsuit and the state law claims were preempted. At the same time, Ingredion contradicted itself, saying that this Board has exclusive jurisdiction. Then, just hours after filing its Notice of Removal to federal court, Ingredion filed its Petition in front of this Board, which also seeks a determination that Viking Partners' claims are preempted by the ICCTA. Thus, Ingredion asks two different tribunals to decide the same preemption issue. One thing is plainly evident – Ingredion does not want Viking Partners' lawsuit in state court.

Viking Partners filed a Motion to Remand its lawsuit back to state court, demonstrating that Ingredion's removal was improper. The federal court does not have subject matter jurisdiction over the lawsuit given Ingredion's 'preemption' defense does not create federal court jurisdiction. The federal court's jurisdiction of this dispute is still under review.

Whether the case remains in federal court or is remanded to state court, a court will certainly have the authority to weigh the merits of Viking Partners' state law property claims and decide if any of Viking Partners' claims are preempted. The ICCTA does not preempt any of Viking Partners' claims, but should it become necessary to make factual determinations to decide the issue of ICCTA-preemption, such facts should be developed in the courts.

This Board should deny Ingredion's Petition, or otherwise stay the proceedings unless and until the ICCTA is directly implicated in a future court ruling.

Relevant Allegations

Viking Partners owns real property just outside Chicago, Illinois. (Ex. 1, Viking Partner's Complaint ("Compl.") ¶¶ 2, 6.) Built on Viking Partners' property is a single train-

track used by Belt that is only 2,500 feet in length. The track was originally built decades ago pursuant to a 100 year old easement. That track serves a single company - a manufacturing plant owned by Ingredion. (Compl. ¶¶ 6, 11 & Ex. A of Complaint.)

The written easement was entered into between a prior landowner and Ingredion's predecessor, Corn Products Manufacturing Company ("Corn") (Compl. ¶ 17). The easement allowed a train track to be built on the landowner's property and to run a short distance from a railway yard to Corn's plant. Then, as now, Corn was not a railroad or rail carrier (Compl. ¶ 17).

Under the easement's terms, Corn was permitted to assign the easement to a railroad – the Chicago Peoria Western Railway Company ("Chicago Railway"). The easement's express terms limited the assignment to Chicago Railway, and the easement could not be later assigned to another party **unless** the landowner consented (Compl. ¶ 18). Pursuant to the express and unambiguous easement terms, the easement terminated if the landowner did not consent to any later assignment by Chicago Railway to another party (Compl. ¶ 19).

Without the landowner's consent, Chicago Railway tried to assign the easement to Belt's predecessor. By its express terms, the easement terminated. The termination was not cured by subsequent conduct or agreement (Compl. ¶ 2 & 24).

Belt has no rights under the terminated easement. The previous landowner allowed Belt permissive use of the property for a period of time. In September 2009, however, Viking Partners informed Belt by letter that it no longer had permission to use the easement. Ingredion was copied on Viking Partners' letter (Compl. ¶ 31 & Ex. I of Complaint). Belt refused to stop its use of the property, thereby becoming a trespasser (Compl. ¶ 31 & Ex. I of Complaint).

Procedural Posture

When Belt refused to end its trespass, Viking Partners sued Belt in December 2013 in the Circuit Court of Cook County, Illinois, County Department, Chancery Division. (See

Complaint.) Viking Partners' lawsuit seeks a declaratory judgment that, by operation of the express terms of the original easement agreement, Belt never received a valid assignment of the easement, and that the easement terminated based on its own terms. (See Compl. ¶¶ 34-40.) Viking Partners also seeks damages for trespass against Belt and ejectment. (Compl. ¶¶ 41-53.)

More than one and a half years after answering the Complaint, for the first time Belt sought leave to file a preemption defense. After briefing Belt's long and unexplained delay, Belt was granted leave to assert a preemption defense on December 17, 2015. (Ex. 2, Order, Dec. 17, 2015; Ex. 3 Transcript of Proceedings, Dec. 17, 2015.). Notably, Belt has never asked the court for a referral to the Board.

One month after Belt filed its preemption affirmative defense, Ingredion appeared in this case for the first time, and was granted leave to intervene on February 23, 2016. (Ex. 4, Order, Feb. 23, 2016; Ex. 5 Transcript of Proceedings, Feb. 23, 2016.) The only pleading Ingredion attached to its Motion for Leave to Intervene was its removal petition, which argued federal preemption as a basis for removal.

Ingredion's analysis of preemption is wrong. Nowhere within the four corners of Plaintiff's complaint is the State of Illinois or a court asked to regulate or unreasonably interfere with rail transportation. (See Complaint.) The Complaint only asks for a state court to declare that Belt has no easement rights and accordingly for ejectment.

Given that the ICCTA does not preempt Viking Partners' claims here, Ingredion's Petition should be denied, or, in the alternative, stayed unless and until an issue of federal preemption under the ICCTA is decided by a court.

Argument

In the lawsuit between Viking Partners and Belt, there is no controversy over which the Board has jurisdiction because: (1) Ingredion does not have standing to bring its Petition; (2) the

ICCTA does not preempt Viking Partners' lawsuit, which includes claims for monetary damages; and (3) a court should develop a factual record, if any is so required, to determine the preemption issue. Accordingly, it is unnecessary for the Board to issue the declaratory relief that is sought by Ingression. *Tri--State Brick & Stone of New York, Inc. & Tri--State Transp. Inc.--Petition for Declaratory Order*, FIN 34824, 2006 WL 2329702, at *2 (Aug. 9, 2006) ("broad Federal preemption of 49 U.S.C. 10501(b) does not apply to activities over which the Board does not have jurisdiction. . . .").

I. Ingression Does Not Have Standing To Bring Its Petition.

A. Ingression Does Not Satisfy Traditional Standing Requirements.

As Ingression acknowledges, the Board should look to the three elements of standing in order to evaluate the propriety of Ingression's Petition: (1) an "actual or imminent" (invasion of a legally protected interest); (2) a causal connection between the injury and the defendant's conduct; and (3) a likelihood that the injury would be redressed by a favorable decision by the Board. (Petition at 18); *see also Lujan v. Defenders Wildlife*, 504 U.S. 555, 560-61 (1992). At this stage in Viking Partners' lawsuit, Ingression cannot meet any of these three requirements and cannot establish standing to bring its Petition in front of the Board.

First, Ingression does not have a federal right to demand common carrier rail service at the expense of another party's property rights. Rather, a rail line "*shall* provide the transportation or service on *reasonable request*." 49 U.S.C. § 11101 (emphasis added). It is not a reasonable request if a railroad has to trespass over another party's property to provide service. Viking Partners' property rights, and whether Belt violates those rights with the Spur Line, are the issues that must be decided by the presiding court before Ingression is able to demonstrate a legally-protected interest. Ingression does not face an imminent invasion of that interest, either. There have been no judgments entered or remedies ordered by a court to date. In fact, due to

Ingredion's delay, any such judgment is far from imminent. At this stage in Viking Partners' lawsuit, it is impossible to know what that judgment will be and if Ingredion will face any harm.

Second, Ingredion cannot establish a causal connection between Viking Partners' conduct and its alleged injury. It is Belt's trespass that will cause Ingredion's purported injury (assuming there even is an injury) not Viking Partners' property rights. Absent Belt's trespass, there would have been no reason for Viking Partners to file a lawsuit. Aside from the fact that Ingredion faces no injury at this time, any ruling by a court as to Viking Partners' property rights cannot cause Ingredion the "severe adverse consequences" it alleges. Belt has been well aware of its trespass on Viking Partners' property for over 6 years, yet continues to provide services to Ingredion. Belt does so at *Belt's* own risk and puts Ingredion in the situation it now finds itself. Viking Partners' enforcement of its property rights is not the cause of Ingredion's alleged injury.

Finally, there is no likelihood that resolution of Ingredion's Petition would remedy Ingredion's injury. Ingredion erroneously argues that if the Board were to grant its Petition, it would "preclude the cessation of rail service, and by implication, the injuries facing Ingredion." (Petition at 18.) It is not a certain result that if the Board grants Ingredion's Petition, Ingredion's alleged injuries would be avoided. If the Board retains this dispute by granting the Petition, it means only that this Board will replace a court, but will still have to resolve the state law property disputes at issue. The Board might determine that Belt has no property rights in the Spur Line and that Belt is trespassing, though it consistently leaves those issues for courts to resolve (*see infra* at § I.V.). In addition, if there is trespass, the Board will have to rule on damages. Thus, Ingredion's purported injuries cannot be redressed by the Board granting its Petition for declaratory order.

Because Ingredion does not have standing, the Board should deny its Petition.

B. Ingression Does Not Satisfy Standing Requirements Under the ICCTA and Corresponding Board Decisions.

Ingression declares that one of the purposes and goals of the Board is to “protect . . . shippers like Ingression.” (Petition at 17.) Such an assertion has no support in the ICCTA or the decisions of the Board. The ICCTA provides 15 policies in regulating the railroad industry under 49 U.S.C. § 10101(1)-(15). None of these 15 policies includes protecting the financial well-being of a railroad customer. Ingression admits there are two other rail lines that service its facility, neither of which currently trespasses over another’s property. (Petition at 3.) The use of one rail line over another may be more expensive, but ensuring the lowest cost of service is not a policy articulated among the fifteen in § 10101. In fact, it is an express policy of the Board to abstain from involvement in state property law disputes or in the activities of a facility like Ingression. *See Sea-3, Inc. Petition for Declaratory Order*, FD 35853, 2015 WL 1215490, at *5 (Mar. 16, 2015) (declining to extend the Board’s jurisdiction because “[t]he record presented to the Board in this case, however, does not demonstrate that SEA-3 is a carrier or that it is performing transportation-related activities on behalf of Pan Am or any other rail carrier at the transload facility”); *Tri--State Brick & Stone of New York, Inc. & Tri--State Transp. Inc.--Petition for Declaratory Order*, FIN 34824, 2006 WL 2329702, at *6 (Aug. 9, 2006) (same); *Town of Babylon & Pinelawn Cemetery—Pet. for Declaratory Order*, FD 35057, slip op. at 5 (S.T.B. served Feb. 1, 2008) (the Board lacked jurisdiction over activities of a noncarrier transloader offering its own services directly to customers); *see V & S Ry., LLC—Petition for Declaratory Order—R.R. Operations in Hutchinson, Kan.*, Docket No. FD 35459, 2012 WL 2865884, at *6 (S.T.B. July 9, 2012) (declining to exercise Board authority where uncertainty of property interest was for a state court to decide); *City of Milwaukie—Petition for Declaratory Order*, Docket No. FD 35625, 2013 WL 1221975, at *5 (S.T.B. Mar. 20, 2013) (holding that

court must decide if railway actually acquired property interest in the land by applying state law); *Saratoga & N. Creek Ry., LLC—Operation Exemption—Tahawus Line*, Docket No. FD 35631, 2012 WL 4840014, at *3 (S.T.B. Oct. 9, 2012) (declining to resolve question of property rights under New York law and referring parties to the appropriate state court); *MVC Transp., LLC--Petition for Declaratory Order*, STB Finance No. 34462, 2004 WL 2619689, at *5 (S.T.B. Oct. 20, 2004) (questions of property law and contract law are for a court to answer, not the Board). Ingression is free to advance its economic interests through competitive means, but it is not permitted to use the Board to fortify its bottom line at the expense of an innocent party.

II. Ingression’s Petition Should Be Denied As The ICCTA Does Not Preempt Viking Partners’ Lawsuit.

The central issue in the lawsuit between Viking Partners and Belt Railway is whether Belt has a valid easement or other rights to use the property owned by Viking Partners. There is no issue that Belt’s rights depend upon some kind of theory of authorized use. At this point in the lawsuit, Viking Partners’ claims are entirely dependent on state law issues concerning the rights in real property and the construction and interpretation of written agreements between private parties. In addition, state law governs an award of money damages for trespass.

As demonstrated in this Board’s decision, the fact that a railroad is involved in a dispute does not mean this Board will exercise jurisdiction or that it is automatic. For example, this Board has stated that an eminent domain action against a railroad’s property does not provide for automatic jurisdiction. *Maumee & W. R.R. Corp. & Rmw Ventures, LLC-Petition for Declaratory Order*, 34354, 2004 WL 395835, at *2 (S.T.B. Mar. 2, 2004) (“But neither the court cases, nor the Board’s precedent, suggest a blanket rule that any eminent domain action against railroad property is impermissible.”); *See also Smith v CSX Transp., Inc.*, Case No. 14 C 5704, 2015 WL 350981, at *2-3 (N.D. Ill. Jan. 27, 2015) (“Because the Court cannot conclusively find

that the idling of trains was necessary to CSX's railroad operations and thus that the Smiths' claims arising from the idling are preempted, the Court will not dismiss the Smiths' claims in response to CSX's motion to dismiss."); *City of Girard v. Youngstown Belt Ry. Co.*, 979 N.E.2d 1273, 1281-83 (Ohio 2012) ("The applicable preemption provision must be read narrowly in light of the presumption against pre-emption of state police power regulations") (marks omitted).

One of the leading courts in the country, the Seventh Circuit Court of Appeals, considered a dispute between a railroad and a governmental agency (Chicago Transit Authority) concerning a written lease under which the agency leased property from the railroad:

"Federal preemption does not apply to all situations where the use of property prevents or unreasonably interferes with railroad transportation; it applies to those situations where a regulation prevents or unreasonably interferes with railroad transportation. If a state or local government secures the use of property in a way that affects railroad transportation by contract or other agreement, there is no issue of federal preemption".

Union Pacific R. Co. v. Chicago Transit Authority, 647 F.3d 675 (7th Cir. 2011). In *Union Pacific*, there was a written agreement – a lease – between a governmental entity, the CTA, and a private railroad. *Id.* at 677. That agreement was for the lease of property and did not involve any state or government regulations. *Id.* at 682. Significantly, the Seventh Circuit decided that federal preemption did not apply to that written agreement, even though one of the parties was a government entity because the agreement did not involve a regulation. *Id.* The Seventh Circuit did go on to find that an Illinois Commerce Commission condemnation proceeding filed by the agency against the railroad property did constitute a regulation and was therefore preempted: "a regulation (instead of an agreement or contract) that prevents or unreasonably interferes with railroad transportation is preempted by the Act." *Id.* No such condemnation is present here.

This Board routinely concludes that disputes concerning real property rights between railroads and other parties should be determined by courts, not by the Board:

“We decline to address this state property law issue. The question of the parties’ respective property rights under state law generally should be decided by the district court applying state property and contract law.”

See *V & S Ry., LLC—Petition for Declaratory Order—R.R. Operations in Hutchinson, Kan.*, Docket No. FD 35459, 2012 WL 2865884, at *6 (S.T.B. July 9, 2012); see also *City of Milwaukie—Petition for Declaratory Order*, Docket No. FD 35625, 2013 WL 1221975, at *5 (S.T.B. Mar. 20, 2013) (“In sum, we conclude that it is appropriate for the state or municipal court applying state law to resolve the parties’ underlying property dispute.”); *Saratoga & N. Creek Ry., LLC—Operation Exemption—Tahawus Line*, Docket No. FD 35631, 2012 WL 4840014, at *3 (S.T.B. Oct. 9, 2012) (“To the extent ASLF/Sierra believes that Saratoga does not have an appropriate property right under New York State law to operate on the Tahawus Line, it may pursue such claims in an appropriate state court.”); *MVC Transp., LLC--Petition for Declaratory Order*, STB Finance No. 34462, 2004 WL 2619689, at *5 (S.T.B. Oct. 20, 2004) (“Under these circumstances, we find it proper for the Pennsylvania court to resolve the dispute over ownership of the Yard track assets. The questions here involve local property law, contract law, and mortgages, which are for a court to answer, not the Board.”).

It is entirely appropriate to have courts apply state law to decide the property rights between Viking Partners and Belt, as those rights are governed by a written agreement entered into between private parties. Interpretation and analysis of written agreements under state law, even when a railroad is involved, do not implicate the ICCTA. Indeed, “[i]t is well settled that the interpretation of deeds and the determination of who owns good title to property are issues of state law” *Missouri Pac. R.R. Co.—Abandonment Exemption—In Morris & Dickinson Counties, Kan.*, Docket No. AB 3 (Sub-No. 121X), 2013 WL 796576, at *2 (S.T.B. Feb. 1, 2013); see also *Tres Lotes LLC v. BNSF Ry. Co.*, 61 F. Supp. 3d 1213, 1218 (D. N.M. 2014)

(“Tres Lotes’s contract, quasi-contract, and property claims are each predicated on areas of substantive New Mexico law that are generally unrelated to rail transportation of any kind”).

Ingredion does cite to several cases to try and convince the Board that it has jurisdiction over Viking Partners’ state law claims. Those cases, however, do not support that broad conclusion. None of those cases requires this Board to apply state law to construe and interpret a written agreement that is central to a property dispute. None of those cases requires the Board to apply state law to assess the parties’ conduct and its impact on a written agreement. And none of those cases concerns whether, under state law, a written agreement could be modified and/or ratified by later written agreements entered into by different parties. Those cases concern:

- Adverse possession;¹
- Nuisance;² and
- Status of property after written lease expired.³

Viking Partners’ lawsuit is not based on adverse possession, has nothing to do with nuisance, and does not involve a lease. Rather, Viking Partners’ claims require the interpretation of state laws regarding the construction and interpretation of written agreements. That issue was not present in any of the cases cited by Ingredion, and, therefore, they do not compel a conclusion that Viking Partners’ claims are preempted by this Board’s jurisdiction.

Viking Partners’ claim for declaratory judgment filed in state court seeks a determination that it has title to the property over which the Spur Line runs, free from any rights claimed by Belt. (See Compl., Count I). To decide these issues, a court must interpret written agreements

¹ *Jie Ao & Xin Zhou--Petition for Declaratory Order*, STB Finance No. 35539, 2012 WL 2047726 (June 4, 2012).

² *Joseph R. Fox--Petition for Declaratory Order*, STB Finance No. 35161, 2009 WL 1383503, at *1 (May 13, 2009) and *Norfolk S. Ry. Company--Petition for Declaratory Order*, STB Finance No. 35701, 2013 WL 5891582, at *3 (Nov. 4, 2013).

³ *Pinelawn Cemetery--Petition for Declaratory Order*, STB Finance No. 35468, 2015 WL 1813674, at *3 (Apr. 20, 2015)

and assess the impact and legal effect of the parties' conduct concerning the property. To do so, a court must apply state property law. Because the Board has expressly held that such determinations are beyond its jurisdiction, the Board should deny Ingredion's Petition.

III. The ICCTA Does Not Preempt Viking Partners' Trespass and Ejectment Claims.

Viking Partners' remaining claims for trespass, money damages from the trespass and ejectment are not preempted by the ICCTA. There are two types of preemption under the ICCTA: (1) "per se preemption", also known as "categorical preemption"; or (2) "as applied" preemption. *Union Pacific R.R. Co.*, 647 F.3d at 679; *see also CSX Transportation, Inc.—Petition for Declaratory Order*, Docket No. FD 35832, 2016 WL 787578, at 45 (S.T.B. Feb. 24, 2016); *PCS Phosphate Co. v. Norfolk So. Corp.*, 559 F.3d 212, 220-21 (4th Cir. 2009); *Smith*, 2015 WL 350981, at *2.

Per se preemption applies only where court action affects a *railroad's* general operations. As a result, court action that is limited in scope to a particular piece of property cannot be preempted per se. *See Union Pacific R.R. Co.*, 647 F.3d at 679-80 ("[A] condemnation is not a rule of general applicability because each instance necessarily varies with the facts of the case and the specific property subject to the condemnation."). This is precisely the situation here: resolution of the trespass and ejectment claims will affect only a small piece of property and short length of track: a half-mile Spur Line, which is used exclusively to move railcars from a railyard to a single customer's manufacturing facility, and to store cars for that customer. (*See* Compl. ¶ 9.) Because Viking Partners' claims would not affect Belt's rail services as a whole, they do not trigger per se preemption. *Compare Elam v. Kansas City S. Ry. Co.*, 635 F.3d 796, 807 (5th Cir. 2011) (finding express preemption of state statute that "directly attempts to manage KCSR's switching operations, including KCSR's decisions as to train speed, length, and scheduling"); *Guckenberg v. Wisconsin Cent. Ltd.*, 178 F. Supp. 2d 954, 956 (E.D. Wis. 2001)

(express preemption of claim related to operation of rail yard that “facilitates the movement of cars” and “plays a critical role in [railroad’s] day-to-day operations”).

“As applied” preemption, on the other hand, requires Belt to prove that court action “would have the effect of preventing or unreasonably interfering with railroad transportation.” *Union Pacific R.R. Co.*, 647 F.3d at 679 (internal quotation omitted); *PCS Phosphate Co.*, 559 F.3d at 220-21. A factual assessment of a claimed remedy must be performed to determine if a court action constitutes an “unreasonable interference”. *Union Pacific R.R. Co.*, 647 F.3d at 679; *PCS Phosphate Co., Inc.*, 559 F.3d at 221; *Smith*, 2015 WL 350981 at *2. In this case, however, even if a court grants all of Viking Partners’ requested relief for its trespass and ejectment claims, such action would not result in “unreasonable interference” with Belt’s operations. Nothing speaks louder to Belt’s ambivalence towards impact of Viking Partners’ lawsuit on its operations than the fact that since this dispute began, more than two years ago, Belt has never sought any relief from the Board.

The Spur Line is a single line half-mile piece of track and is used for the sole purpose of moving cars to and from Corn Products to a nearby railyard, and storing cars for that facility. (See Compl. ¶¶ 8, 9; Answer ¶ 9.) By length, it is less than .3% of Belt’s railroad operations as a whole. See The Belt Railway Company of Chicago, <http://www2.beltrailway.com/> (last visited Nov. 2, 2015) (stating that Belt “has 28 miles of mainline route with more than 300 miles of switching tracks”). Furthermore, the Spur Line is only 2% of the 17 miles of railroad tracks leading into Ingredion, some of which even connect Ingredion’s facility to the same railyard as the Spur Line. See *Chicago, Peoria & W. Ry. Co. – Acquisition Exemption*, S.T.B. Finance No. 34829, 2003 WL 1909277, at *1 (Apr. 22, 2003) (describing trackage at Ingredion’s facility). Because a remedy for trespass or ejectment would not “unreasonably interfere” with Belt’s

railroad operations as a whole, the claims do not trigger “as applied” preemption, either. See *Smith*, 2015 WL 350981, at *2-3 (regulation of activities that are incidental to railroad operations is not preempted by the ICCTA); *Jones v. Union Pac. R.R. Co.*, 79 Cal. App. 4th 1053, 1060 (2000) (regulation of railroad activities that are not necessary for railroad operations is not preempted by the ICCTA); compare *Union Pacific R.R. Co.*, 647 F.3d at 680-81 (finding “as applied” preemption where condemnation proceeding affected a piece of property covering 13 acres that could be used for railroad tracks in the future, and make that piece of property unusable for maintenance and inspection).

Moreover, if Viking Partners is successful on its state property law claims, it is entitled to monetary damages that the Board is not authorized to award. *Allied Erecting & Dismantling, Inc - Petition for Declaratory Order*, STB Finance No. 35316, 2013 WL 6709740, at *12 (S.T.B. Dec. 19, 2013) (holding that the ICCTA only authorizes an award of damages when a rail carrier has violated the Act). “The Act generally does not authorize the Board to award damages in connection with matters that are governed by state law, such as easements or contract disputes.” *Id.* Thus, whether certain issues are decided by the Board, or not, it is the state court that must ultimately resolve the issue and amount of damages. Thus, Viking Partners’ trespass and ejectment claims are not preempted.

IV. The Presiding Court Should Develop A Factual Record.

The Board has consistently held that development of a factual record is better left to the courts, particularly when a lawsuit is already pending. *CSX Transportation, Inc.—Petition for Declaratory Order*, 2016 WL 787578, at *4 (“[T]he Board decided that it was appropriate to leave the case with the state court, as the determination on preemption turned on a factual dispute that was already pending in the state court.”); see also, *Lincoln Lumber Co. -- Petition for*

Declaratory Order, S.T.B. Finance No. 34915, 2007 WL 2299735, at *3 (S.T.B. Aug. 10, 2007) (finding that state courts can, and regularly do make preemption determinations).

In a case quite similar to the present one, the Board stated that it is more appropriate to have a court develop a factual record. In *CSX Transportation*, a property owner filed a lawsuit in state court against the railroad, CSX Transportation (“CSX”), for negligence, nuisance, trespass, inverse condemnation and various other violations of the Virginia Code as result of flooding caused by the railroad’s failure to maintain a culvert it had installed. *Id.* at *1. In response to the filing of the complaint, CSX filed a petition seeking a declaratory order that the property owner’s claims were preempted by § 10501(b), as the lawsuit was seeking to regulate rail operations.

The Board denied CSX’s petition, finding that the issue of preemption “will likely depend on how the facts and circumstances – as determined by the state court – fit within the case law discussed [in the Board’s decision denying the petition].” *Id.* at *2. The Board stated that “[o]nce the facts have been developed, the state court—relying on the guidance that the Board provided in the July 31 Decision—should be well-equipped to determine whether the claims” are preempted. *Id.* at *5.

A factual record, challenged and corroborated, will be needed to assess what, if any, impact there will be on *Belt*’s railway operations. There certainly has been no opportunity to challenge Ingredion’s affidavit or introduce contrary evidence. Discovery to uncover the facts was intended to move forward until Ingredion decided all at the same time to intervene, remove the case to federal court and seek declaratory relief from the Board, and all of which occurred more than a year after Ingredion’s first notice of the lawsuit. It is Ingredion’s actions that have delayed this case – not Viking Partners’. As in *CSX Transportation*, the Board should deny

Ingredion's Petition, allow the factual development to proceed and permit the presiding court to make a determination as to whether the ICCTA preempts Viking Partners' lawsuit.

The Presiding Judge in state court has already indicated that she is prepared to evaluate and consider the preemption defense. (Ex. 3, Transcript of Proceedings, Dec. 17, 2015 at 14:19-21.) The federal court is also capable of making those same decisions.

Conclusion

For the foregoing reasons, Viking Partners respectfully requests the Board deny Ingredion's Petition for Declaratory Order, or, in the alternative, stay this proceeding.

Dated: April 29, 2016

Respectfully submitted,

COULAS VIKING PARTNERS

By: _____



One of Its Attorneys

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Counsel for Coulas Viking Partners

CERTIFICATE OF SERVICE

I, Katharine Heitman, hereby certify that on this 29th day of April, 2016, a copy of the foregoing Motion to Deny Ingredion Incorporated's Petition, Or, In the Alternative, Stay Proceedings was served by email to Karyn A. Booth, Karyn.Booth@ThompsonHine.com, Counsel for Ingredion Incorporated. A copy of the foregoing was also served FedEx Overnight, upon the following:

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One of Its Attorneys

Exhibit 1

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

COULAS VIKING PARTNERS,
an Illinois General Partnership,

Plaintiff,

v.

THE BELT RAILWAY COMPANY OF
CHICAGO, an Illinois Corporation,

Defendant.

Case No. 13 CH 28409

Honorable Mary L. Mikva

**SECOND AMENDED COMPLAINT
FOR DECLARATORY, INJUNCTIVE AND OTHER RELIEF**

Plaintiff Coulas Viking Partners ("Viking Partners"), by its attorneys, complains against
The Belt Railway Company of Chicago ("Belt Railway") as follows:

INTRODUCTION

1. Viking Partners brings this Complaint against Defendant Belt Railway for its unauthorized and wrongful use of Viking Partners' property, as well as for damages from Belt Railway's past and continuing trespass upon that property. Belt Railway's wrongful use and trespass has prevented and continues to prevent Viking Partners from enjoying the full benefits of its ownership of the property, including using, developing or selling it. Viking Partners seeks declaratory and injunctive relief to declare that Belt Railway does not possess any rights to use Viking Partners' property, and to enjoin Defendant's wrongful use and trespass of that property. Viking Partners also seeks an award for the damages it has suffered as a result of that wrongful conduct.

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CIRCUIT COURT OF COOK
COUNTY, ILLINOIS
CHANCERY DIV
BROTHY BROWN
CLERK

PARTIES

2. Viking Partners is an Illinois general partnership with its principal place of business in Chicago, Illinois. Viking Partners owns and holds title in fee simple to the property at issue in this case, as well as adjacent property. All the property is located in Argo, Illinois, in the County of Cook, Illinois.

3. Defendant Belt Railway is an Illinois corporation with its principal place of business in Bedford Park, Illinois. Belt Railway is an "intermediate switching terminal" railroad.

JURISDICTION & VENUE

4. Jurisdiction is proper in this Court pursuant to 735 ILCS 5/2-209 as Defendant Belt Railway is a corporation doing business in Illinois and has committed torts in Illinois. Further, jurisdiction is proper in this Court pursuant to 735 ILCS 5/6-108 because the property in question is located in Cook County.

5. Venue is proper in this Court pursuant to 735 ILCS 5/2-101 as Defendant Belt Railway is a resident of Cook County, Illinois and its principal place of business is in Cook County.

FACTS

Viking Partners' Property

6. Viking Partners owns various parcels of property. Those parcels total approximately 36 acres. Among the parcels owned by Viking Partners is property upon which a railroad track is built, adjacent to undeveloped land to the south and west of the track and adjacent to developed land to the southeast of the track ("Viking Property"). The legal description of the Viking Property is attached as Exhibit A. Viking Partners also owns adjacent parcels to the north and to the east of the Viking Property that are developed.

7. To the northwest of the Viking Property is a large manufacturing and business facility owned and operated by Ingredion Inc., formerly known as Corn Products Manufacturing Company ("Corn Products").

8. Prior to the time Viking Partners owned the Viking Property, a single railroad track was built upon the Viking Property. The railroad track built upon the Viking Property is used as a spur line ("Spur Line") to connect the Corn Products manufacturing facility to a nearby large railway yard ("Railway Yard"). The Railway Yard is a switching and terminal point that serves a number of different railroads, and in which a great number of railroad track lines come together and are interconnected.

9. The Spur Line is presently used by Belt Railway to move railroad cars to and from the Railway Yard to Corn Products. Belt Railway also stores railroad cars on the Spur Line by parking them for hours at a time.

10. Viking Partners leases all the property it owns on South Harlem Avenue, including the Viking Property, to Weldbend Corporation ("Weldbend"). Weldbend owns and operates a business and manufacturing facility and is engaged in the business of selling carbon steel weld fitting and weld flange products. Weldbend's president and CEO is James J. Coulas, Jr. Various members of the Coulas family are also involved in the management of Viking Partners.

11. The Spur Line divides the property owned by Viking Partners into two parts: one a large parcel upon which is located the Weldbend manufacturing and storage operations ("Developed Parcel"), and largely undeveloped parcel ("Undeveloped Parcel") which neither Viking Partners nor its lessee, Weldbend, can develop or make reasonable use of because of Belt Railway's wrongful actions.

12. The Viking Property, including the Undeveloped Parcel, was acquired by James J. Coulas, Sr. on November 30, 1981. The Estate of James J. Coulas, Sr. transferred a one half interest in the Viking Property to Coulas Viking Partners, L.P., a Delaware limited partnership, on January 8, 2008. Coulas Viking Partners, L.P. was converted to an Illinois general partnership: Viking Partners. For all purposes, Viking Partners is the same entity that existed before the conversion. The one half interest in Viking Property remained vested in Viking Partners after the conversion. The remaining one half interest in the Viking Property was transferred to Viking Partners on December 1, 2009.

Defendant's Non-Permissive Use of the Spur Line

13. Belt Railway has used and continues to use the Spur Line on an almost daily basis. Belt Railway's use and operation of the Spur Line is done without the permission of Viking Partners. Belt Railway does not have any right, title or consent from Viking Partners or any of its predecessors in title that permit it to use the Viking Property.

14. The Spur Line prevents Viking Partners or Weldbend from enjoying the benefits of the Undeveloped Parcel. The Spur Line is below grade at certain points. Thus, there is no practical way to cross over the Spur Line. There is not a bridge or underpass that would allow Viking Partners or Weldbend to cross the Spur Line and access the Undeveloped Parcel. It is not feasible, given the location of the Spur Line, to construct either a bridge or an underpass. The only way to access the Undeveloped Parcel that would allow Viking Partners or Weldbend the full benefits of the parcel is from land that is owned by neither Viking Partners nor Weldbend.

15. Despite having title to, and being responsible for, property taxes on the Viking Property, Viking Partners is unable to enjoy the full benefits of its ownership of the Undeveloped

Parcel. Further, because the Undeveloped Parcel is inaccessible from any public property, the value of the Undeveloped Parcel to any potential purchaser is diminished and/or destroyed.

Easements Affecting the Viking Property

16. In November 1909, Chicago Title and Trust Company ("Chicago Trust") owned and was the title holder of the Viking Property. The chain of title to the Viking Property ultimately passed from Chicago Trust to Viking Partners, through a number of successors to Chicago Trust.

17. On November 9, 1909, Chicago Trust entered into an agreement ("1909 Agreement") with Corn Products, granting an easement to Corn Products on the Viking Property ("Easement"). The Easement was granted to Corn Products for the construction, maintenance, and operation of the Spur Line on the Viking Property. The 1909 Agreement was recorded with the Cook County Recorder of Deeds as Document No. 5158174. A true and correct copy of the 1909 Agreement is attached as Exhibit B.

18. The 1909 Agreement expressly stated that Corn Products could assign the Easement to only Chicago Peoria Western Railway Company ("CPW") and to no other party. The 1909 Agreement expressly prohibited CPW from assigning the Easement to any other party without Chicago Trust's consent. This prohibition against an assignment had only one exception: CPW could assign the Easement back to Corn Products. *See* Exhibit B, ¶ 9.

19. The 1909 Agreement further stated that if any other assignment occurred other than to CPW or Corn Products without Chicago Trust's consent, the Easement granted "shall cease." Exhibit B, ¶ 9.

20. Pursuant to the express language of the 1909 Agreement, therefore, any assignment of the Easement occurring without the consent of Chicago Trust or its successors is

invalid, and the Easement created by the 1909 Agreement is terminated. *See* Exhibit B, ¶ 9.

Upon that event, the 1909 Agreement expressly granted Chicago Trust the right, at its election, to require the removal of the Spur Line railroad tracks from the Easement. *See id.*

21. Corn Products did, in fact, assign the Easement to CPW pursuant to a separate written agreement entered into on the same day as the 1909 Agreement ("CPW Assignment Agreement"). The CPW Assignment Agreement was also recorded with the Cook County Recorder of Deeds as Document No. 5158175. A true and correct copy of the CPW Assignment Agreement is attached as Exhibit C.

22. At no time following the execution of the 1909 Agreement or the CPW Assignment Agreement did Chicago Trust or any successor owner of the Viking Property ever consent to a further assignment of the Easement. Further, at no time did Chicago Trust or any successor owners consent to an assignment of the Easement to Belt Railway.

23. In 1912, an attempt was made to assign the 1909 Easement to Chicago and Western Indiana Railroad Company. However, the title holder of the property upon which the Spur Line was built did not consent to the assignment. Therefore, the assignment was invalid, null and void. In addition, under the 1909 Agreement, the Easement terminated.

24. Following the execution of the 1909 Agreement and the CPW Assignment Agreement, other agreements and/or deeds related to the Viking Property or adjacent property were executed in 1910, 1912, 1914, 1929 and 1962. True and correct copies of the 1910, 1912, 1914, and 1929 Agreements (each referred to further as "[YEAR] Agreement"), and the 1962 Deed are attached as Exhibits D, E, F, G and H, respectively. None of those Agreements, or any other agreements written or oral, changed and/or modified the rights of the owners of the Viking Property under the 1909 Agreement, including Viking Partners and its predecessors. None of

those Agreements terminated the right of consent established in that 1909 Agreement and which was required to validly transfer the Easement to a third party.

25. The 1910 Agreement, the 1914 Agreement and the 1929 Agreement were never recorded with the Cook County Recorder of Deeds. In fact, those Agreements remain unrecorded as of today, though Belt Railway has for many years been represented by counsel including its present counsel.

26. There is no agreement or deed that grants Belt Railway an easement or a right to use the Viking Property to own or operate the Spur Line that is built upon the Viking Property. Further, there is no contract or agreement between Viking Partners and Belt Railway that grants Belt Railway a right to use the Viking Property to own or operate the Spur Line that is built upon the Viking Property.

27. As of January 2008 and December 2009, when Viking Partners had acquired all of the Viking Property, the Easement had been terminated: the 1909 Agreement and CPW Assignment Agreement had been recorded, a proscribed assignment had been attempted and no consent had been given and none recorded. Any subsequent assignment to Belt Railway was invalid and of no effect. Thus, Viking Partners had actual notice of the termination of the Easement. Further, there was no written agreement nor was there any evidence of any consent ever granted of a further assignment of which Viking Partners was aware.

28. Following the termination of the Easement, Belt Railway's use of the Viking Property upon which its Spur Line is built was entirely permissive. This was confirmed by recorded documents and from correspondence from Belt Railway. Belt Railway had no legal interest in any easement for the Viking Property. Thus, when Viking Partners acquired the Viking Property, the use by Belt Railway of the Spur Line was entirely permissive.

29. The 1914 Agreement does not grant Belt Railway any rights to use the property owned by Viking Partners. The 1914 Agreement was not recorded when Viking Partners acquired its Property, and in fact has not been recorded even as of today. The language in the 1914 Agreement of a "right in perpetuity to use" the Spur line does not create any rights that Belt Railway can assert against Viking Partners. Viking Partners took the Viking Property without actual notice of the purported easement in the 1914 Agreement and without constructive notice that any such easement existed. Even if the unrecorded 1914 Agreement creates some kind of easement or some type of rights in favor of Belt Railway, which it does not, Belt Railway has breached whatever rights it claims by storing its railroad cars on the Spur Line.

30. As early as August 2006, Weldbend, acting on behalf of then-owner James J. Coulaš, Sr., offered Belt Railway an easement for use of the Spur Line. When Viking Partners acquired ownership of the property, it continued discussions with Belt Railway regarding creation of an easement, acting through Weldbend. Viking Partners' offer included terms that would have allowed Belt Railway to use the Spur Line that was built upon the Viking Property and in exchange compensate Viking Partners for that use. Belt Railway refused to enter into such an easement agreement.

31. Given Belt Railway's refusal to enter into an easement agreement, Viking Partners sent to Belt Railway a letter, dated September 11, 2009, stating that its permissive use of the Spur Line would be withdrawn as of November 1, 2009. Belt Railway was, therefore, put on notice that as of November 1, 2009, any permission previously granted, if any, to Belt Railway to make use of the Viking Property to own and operate the Spur Line was withdrawn. A true and correct copy of the September 11, 2009 Notice is attached as Exhibit I.

32. Belt Railway's use of the Viking Property to own and operate a Spur Line is not, and has not been, done pursuant to a claim or title that is inconsistent with that possessed and owned by Viking Partners, which holds actual title to the Viking Property. Further, Belt Railway's use of the Viking Property to own or operate a Spur Line is not, and has not been, pursuant to a claim or title to the Viking Property that is inconsistent with the claim or title of any prior owner of the Viking Property.

33. Belt Railway has used the Viking Property without permission or a claim of title that is inconsistent with that of Viking Partners or its predecessor in title, for the required statutory period of 20 years. Belt Railway has not acquired a prescriptive easement for use of the Viking Property.

COUNT I
Declaratory Judgment

34. Viking Partners realleges paragraphs 1 through 33 as if fully set forth in this paragraph. Viking Partners owns the Viking Property in fee simple and has a clear legal interest in ascertaining the existence of any rights that may affect its use of the Viking Property.

35. Belt Railway has claimed and continues to claim that it possesses an easement to use the Spur Line. In fact, Belt Railway has no right, title or interest in the Viking Property on which the Spur Line is located. There is no recorded document that gives Belt Railway an easement, and/or demonstrates the title holder's consent to an assignment of an easement that Belt Railway ultimately could acquire (other than in a very small piece of land at the southeast end of the Spur Line).

36. Belt Railway has not acquired a prescriptive easement for use of the Viking Property on which the Spur Line is built:

- (a) Belt Railway's use of the Viking Property has not been hostile for the required statutory period; and

- (b) Belt Railway's use of the Viking Property has not been under claim or title inconsistent with that of Viking Partners nor that of any prior owner for the statutory period.

37. Despite Viking Partners' revocation of permission for Belt Railway to operate the Spur Line on the Viking Property, Belt Railway refuses to stop using the Spur Line. In fact, Belt Railway continues to assert that it possesses legal rights that allow it to use the Viking Property to operate the Spur Line.

38. A real and actual controversy exists as to whether Belt Railway has any rights, including an easement, to use the Viking Property to operate the Spur Line.

39. A finding by this Court is necessary to declare the rights of the parties as to whether Belt Railway has a legal right to use the Viking Property to operate the Spur Line.

40. Resolving the controversy will avoid further litigation and potential harm to Viking Partners.

WHEREFORE, Viking Partners respectfully requests that this Court enter a judgment:

- (a) declaring that Belt Railway does not have any legal right or interest, including an easement, to use the Viking Property on which the Spur Line is built; and
- (b) such other relief as this Court deems equitable and just.

COUNT II
Trespass

41. Plaintiff realleges paragraphs 1 through 40 as if fully set forth in this paragraph.

42. Belt Railway, by its operation and use of the Spur Line on Viking Property, has repeatedly and continuously entered the Viking Property without permission, invitation or any other right.

43. Viking Partners has demanded that Belt Railway cease and desist from further trespasses on its property. Belt Railway has ignored those demands.

44. Belt Railway has continued to use and occupy the Viking Property without payment of compensation or fees, and without payment of real estate taxes for the use of the Viking Property.

45. Belt Railway's actions are willful and wanton, or are in conscious disregard of Viking Property rights, and as such, constitute an intentional trespass.

46. Belt Railway's trespasses have injured Viking Partners by preventing Viking Partners and Weldbend viable access to the Undeveloped Parcel and have prevented Viking Partners' quiet enjoyment of its Viking Property.

WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment:

- (a) enjoining Belt Railway's continued trespass on Plaintiff's property;
- (b) enjoining Belt Railway to remove from the Viking Property all railway ties and any equipment belonging to Belt Railway;
- (c) awarding Viking Partners its damages;
- (d) awarding Viking Partners punitive damages; and
- (e) such other relief as the Court deems equitable and just.

COUNT III
Ejectment

47. Viking Partners realleges paragraphs 1 through 46 as if fully set forth in this paragraph.

48. This Count is brought pursuant to 735 ILCS 5/6-101 *et seq.*

49. Viking Partners' predecessor in title took possession of the Viking Property prior to Belt Railway taking possession of portions of the Viking Property on which the Spur Line is built.

50. Belt Railway has maintained possession of portions of the Viking Property through the present day.

51. Viking Partners currently has a fee simple title to the Viking Property.

52. Viking Partners' predecessor right to maintain an action of ejectment passed to Viking Partners when it acquired title to the Property.

53. Belt Railway is presently and unlawfully withholding from Viking Partners the possession of those portions of the Viking Property on which the Spur Line is built and has denied Viking Partners the use of the Viking Property by preventing it from having access to or use of the Undeveloped Parcel.

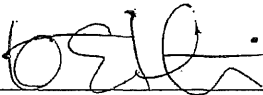
WHEREFORE, Viking Partners respectfully requests that this Court enter a judgment:

- (a) ordering Belt Railway to surrender possession of the Viking Property upon which the Spur Line is built and awarding damages for rent;
- (b) for compensation and fees for Belt Railway's wrongful use and occupancy of the Viking Property; and
- (c) for such other relief as this Court deems equitable and just.

Dated: January 12, 2015

Respectfully Submitted,

COULAS VIKING PARTNERS

By: 

One of Its Attorneys

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Phone: (312) 416-6200
Firm No. 46365

EXHIBIT A

Legal Description

AN IRREGULAR PARCEL OF LAND LOCATED IN THE EAST 1/2 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, AFORESAID 209.56 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 24; THENCE EASTERLY ALONG A CURVED LINE, CONVEX SOUTHWESTERLY HAVING A RADIUS OF 934.62 FEET, AN ARC DISTANCE OF 7.18 FEET MORE OR LESS TO THE WEST LINE OF SOUTH HARLEM AVENUE ACCORDING TO DOCUMENT NO. 10954846; THENCE NORTHERLY ALONG SAID WEST LINE AN ARC DISTANCE OF 251.92 FEET TO THE NORTH LINE OF THE SOUTH 458 FEET OF THE NORTHEAST 1/4 OF SECTION 24 AFORESAID; THENCE EASTERLY ALONG SAID LINE 10.13 FEET MORE OR LESS TO THE WESTERLY LINE OF HARLEM AVENUE; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE DRAWN THROUGH A POINT ON THE EAST LINE OF SECTION 24; WHICH IS 409.56 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 24; A DISTANCE OF 43.87 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF HARLEM AVENUE, SAID LINE BEING A CURVED LINE, CONVEX NORTHWESTERLY HAVING A RADIUS OF 1482.69 FEET; THENCE NORTHERLY ALONG SAID CURVED LINE 204.71 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 688.50 FEET OF THE NORTHEAST 1/4 OF SECTION 24 AFORESAID; THENCE WESTERLY ON THE LAST DESCRIBED NORTH LINE 916.00 FEET TO A POINT 769.54 FEET, AS MEASURED ALONG LAST DESCRIBED NORTH LINE, WEST OF THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4, BEING A POINT OF INTERSECTION WITH A CURVED LINE, CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 914.62 FEET (BEING CONCENTRIC WITH THE FIRST CURVED LINE HEREIN DESCRIBED); THENCE NORTHWESTERLY ALONG SAID CURVED LINE AN ARC DISTANCE OF 70.23 FEET, TO A POINT OF TANGENCY OF SAID CURVED LINE; THENCE NORTHWESTERLY ALONG A LINE TANGENT TO SAID CURVE A DISTANCE OF 582.56 FEET TO A POINT OF TANGENCY OF A CURVED LINE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 1052.15 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE A DISTANCE OF 525.00 FEET; THENCE SOUTHWESTERLY ALONG A RADIAL LINE OF THE LAST DESCRIBED CURVE, SAID RADIAL LINE FORMING AN ANGLE OF 36 DEGREES 16 MINUTES 20 SECONDS (MEASURED FROM SOUTH TO WEST) WITH THE INTERSECTION OF THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 24, AFORESAID (SAID INTERSECTING POINT BEING 122.87 FEET NORTH OF, AS MEASURED ALONG SAID EAST LINE OF THE NORTHWEST 1/4 OF SECTION 24, THE SOUTH LINE OF WEST 64TH PLACE AND ITS WESTERLY EXTENSION, AS LAID OUT IN CORN PRODUCTS SUBDIVISION RECORDED AS DOCUMENT NUMBER 4717893) A DISTANCE OF 125.49 FEET TO AN INTERSECTION WITH A CURVED LINE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 932.37 FEET; THENCE NORTHWESTERLY ALONG SAID CURVED LINE 279.88 FEET TO THE INTERSECTION WITH THE NORTHEASTERLY RIGHT OF WAY OF THE INDIANA HARBOR BELT RAILROAD; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE, BEING A CURVED LINE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 2916.43 FEET, AN ARC DISTANCE OF 734.44 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 1243.80 FEET AN ARC DISTANCE OF 295.52 FEET TO A POINT ON ANOTHER CURVED LINE; THENCE CONTINUE SOUTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 1375.40 FEET AN ARC DISTANCE OF 344.00 FEET TO A POINT ON A LINE TANGENT WITH THE LAST DESCRIBED COURSE; THENCE CONTINUE SOUTHEASTERLY ALONG SAID TANGENT LINE 228.50 FEET TO A POINT ON ANOTHER CURVED LINE CONVEX SOUTHWESTERLY AND HAVING RADIUS OF 1120.16 FEET; THENCE CONTINUE

SOUTHEASTERLY AND EASTERLY ALONG SAID CURVED LINE AN ARC DISTANCE OF 599.41 FEET TO THE INTERSECTION WITH ANOTHER CURVED LINE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 2071.68 FEET AND BEING THE NORTHERLY LINE OF TRACK AGREEMENT BETWEEN CHICAGO TITLE AND TRUST COMPANY AND CORN PRODUCTS REFINING COMPANY AND RELOCATION BY SUPPLEMENTAL AGREEMENT DATED MARCH 13, 1929, BETWEEN THE CHICAGO, WESTERN INDIANA RAILROAD AND THE BELT RAILROAD COMPANY OF CHICAGO AND CHICAGO TITLE AND TRUST COMPANY, TRUST NO. 3415, AND CHICAGO TRANSFER AND CLEARING COMPANY OF CHICAGO ALSO THE CHICAGO, PEORIA, WESTERN RAILWAY COMPANY; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY LINE OF SAID SUPPLEMENTAL AGREEMENT 241.2 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 24; SAID POINT BEING 12.00 FEET NORTHEASTERLY OF, AS MEASURED RADially TO THE CENTER LINE OF SAID RELOCATED TRACK AND 125.22 FEET MORE OR LESS WEST OF THE NORTH AND SOUTH CENTER LINE OF THE NORTHEAST 1/4 OF SECTION 24; THENCE SOUTHEASTERLY ON A STRAIGHT LINE 146.76 FEET MORE OR LESS TO THE INTERSECTION OF THE WESTERLY LINE OF HARLEM AVENUE (AS PER DOCUMENT NUMBER 10954846); THENCE NORTHERLY ALONG SAID WESTERLY LINE OF HARLEM AVENUE, BEING A CURVED LINE CONVEX WESTERLY AND HAVING A RADIUS OF 1380.92 FEET, AN ARC DISTANCE OF 206.36 FEET MORE OR LESS TO A POINT 158.00 FEET NORTH OF THE EAST AND WEST CENTER LINE OF SAID SECTION 24, AS MEASURED AT RIGHT ANGLES THERETO; THENCE WEST ALONG A LINE 158.00 FEET NORTH OF AND PARALLEL TO THE EAST AND WEST CENTER LINE OF SAID SECTION 24 A DISTANCE OF 4.61 FEET MORE OR LESS TO THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 24; THENCE NORTH ALONG THE AFOREMENTIONED EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, A DISTANCE OF 51.56 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

EXHIBIT B

332

5158174

BOOK 12301 PAGE 1

income from said premises pending such foreclosure proceedings; and until the period of redemption from any sale thereunder expires. Should the principal and interest be paid before decree of sale, said bill in chancery shall nevertheless not be discontinued until all of the above mentioned costs and disbursements, including solicitor's fees are first paid.

In the event of the death, temporary absence, or removal from said Cook County, of said Herbert L. Stern or of his refusal or failure to act, then Jerome L. Littel, of said Cook County is hereby constituted and appointed successor in trust herein, with like power and authority as is hereby vested in said Grantee. And when all aforesaid covenants and agreements are performed the Grantee or his successor in trust shall reconvey said premises to the Party entitled, on receiving his reasonable charges.

Witness the hand and seal of the Grantor this Twenty-seventh (27th) day of March A.D. 1913.

Victoria Lavinski (Seal)

State of Illinois)
County of Cook)SS. I, Julius A. Wolff a Notary Public in and for said County, in the State aforesaid, do hereby certify that Victoria Lavinski a Spinster who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal, this 27th day of March A.D. 1913.

Julius A. Wolff
Notary Public.

Julius A. Wolff
Notary Public
Cook County, Illinois.

Chicago Ill. March 27th 1913.

The Eleven Principal Notes described in the within Trust Deed have this day been identified by me.

Herbert L. Stern
Trustee.

-19- No 5157975

Filed for Record Apr. 4, A.D. 1913, at 3:00 P.M.

JOSEPH F. CONNERY, RECORDER.

This Indenture, Made this 1st day of November A.D. 1909, between Chicago Title and Trust Company, a corporation organized and existing under the laws of the State of Illinois, as Trustees, (which has succeeded to all the rights conferred and obligations imposed upon the Chicago Transfer and Clearing Company by and under a certain agreement dated the first day of February 1908, between said Chicago Transfer

and Clearing Company, a corporation organized and existing under and by virtue of the laws of the State of Delaware, as party of the first part, and Corn Products Manufacturing Company a corporation organized and existing under and by virtue of the laws of the State of New Jersey, as party of the second part), hereinafter for convenience termed the "Grantor", party of the first part, and the Corn Products Refining Company which by merger and consolidation in accordance with the provisions of a statute of the State of New Jersey has succeeded to all the rights, privileges, powers and franchises of the said Corn Products Manufacturing Company, as by the certificate of such merger and consolidation duly filed in the office of the Secretary of State of New Jersey on the third day of August, A.D. 1908, will fully appear) hereinafter for convenience termed the "Grantee", party of the second part, Witnesseth:

That for and in consideration of the sum of One dollar (\$1.00) and other good and valuable considerations to it in hand paid, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter provided to be kept and performed by the Grantee, the Grantor hereby grants unto the Grantee an easement in perpetuity for the construction, maintenance and operation of one railroad track (shown upon Exhibit "A" hereto attached as Track "1"), upon the property of the Grantor in the County of Cook and State of Illinois, described as follows:

A strip of land of sufficient width for a cut Eighteen (18) Feet in width at the bottom and with side slopes of One (1) Foot horizontal to One (1) Foot vertical, the width of said strip not to exceed at its widest point more than Forty-six (46) Feet. The center of said strip shall be along the following described line, to-wit: A line in the North Half of Section Twenty-four (24), Township Thirty-eight (38) North, Range Twelve (12) East of the Third Principal Meridian, beginning at a point found as follows: From the intersection of the North line of said Section Twenty-four (24) and the Southeasterly line of Archer Road measure Southwesterly along the said Southeasterly line of Archer Road Eight Hundred Eight and Six-tenths (808.6) Feet; thence Easterly at an angle of Seventy-six degrees Thirty minutes ($76^{\circ} 30'$) with the center line of Archer Road Five Hundred Seventy-seven and Seven-tenths (577.7) Feet to the point of beginning. From said point of beginning continue Easterly in the same straight line Three Hundred Three and Nine-hundredths (303.09) Feet; thence by a curved line to the right with a radius of Nine Hundred Fifty-five and Thirty-seven Hundredths (955.37) Feet Eight Hundred Thirty-four and Seventy-two-hundredths (834.72) Feet; thence Southeasterly in a straight line Six Hundred Eighteen and Fifty-four-hundredths (618.54) Feet; thence by a curved line to the left with a radius of Nine Hundred Fifty-five and Thirty-seven-hundredths (955.37) Feet One Thousand Seventy-two and Two-tenths (1072.2) Feet; thence East in a straight line Eight Hundred Fifteen and Five Hundredths (815.05) Feet (which line is parallel to and One Hundred Twenty-six (126) Feet North from the East and West center line of said Section Twenty-four (24); thence by a reverse curve to the right with a radius of Seven Hundred Sixty-four and Forty-nine-hundredths

334

(764.49) Feet to the right or way of the Chicago Union Transfer Railway Company (excepting therefrom, however, so much of said strip of land above described, as is within the right of way of the Chicago Terminal Transfer Railroad Company); excepting however, that for the purpose of said construction the said cut may where necessary be widened Six (6) additional Feet to a total width of Twenty-four (24) Feet at the bottom with side slopes of One (1) Foot horizontal to One (1) Foot vertical, the total width of cut not to exceed Fifty-two (52) Feet; the said additional Six (6) Feet of excavation being in all cases made on the Southwesterly side of the cut herein-described.

Meaning and intending hereby to grant unto the grantee the right to construct in the manner shown on the profiles and plans hereto attached as Exhibit "A" and made a part hereof, and to maintain and operate its one railroad track upon the premises aforesaid. Expressly reserving to the Grantor all the rights in said track and property hereinafter mentioned.

The grant of the said easement is, nevertheless, always subject to the following express conditions, and each of them, to-wit:

1. That the Grantee will within six (6) months from the date hereof, construct and forever maintain in proper and safe condition for the operation of engines and cars the railroad track herein referred to as Track "A" upon the premises hereinabove described and that the Grantor and its successors and assigns shall have the right in perpetuity to use said Track "A" jointly with the Grantee without cost or expense other than the equitable proportion of the cost of maintenance of said Track "A", including interest at the rate of five per cent. (5%) per annum upon the cost of said Track "A" and betterments thereto, on a wheelage basis, engines and cabooses not to be counted; but such use of said Track "A" by the Grantor shall not include, without the consent or request of the Grantee, any traffic originating from or destined to the plant of the Grantee to be built upon the premises acquired by the Corn Products Manufacturing Company from Edwin W. Winter by deed bearing date February first, A.D. 1908. The control or operation of said Track "A" shall at all times remain in the Grantee, but any party using the same shall operate its trains in such a manner as to inconvenience the other parties using the said Track "A" as little as possible. The rights of the Grantee shall be confined to the said track and it shall have no right in or to any part of the right of way on either side of said track except such use thereof as may be necessary to properly maintain the said track. Upon said Track "A", described herein, each party using the same shall be solely responsible for accidents or casualties upon or to its own trains, and to its freight, employes and passengers, due to negligence of its own employes; and also for damages for stock killed, or injuries that may occur to persons upon

335

any such track, and injury to life and property from any other cause, due to the negligence of its employees.

2. That said Track "A" shall be so located by the Grantee that it will be practicable for the Grantor to build one or more tracks (known as tracks "B" on Exhibit "A" hereto attached) immediately adjacent to and south and west of said Track "A", and if the facilities for traffic afforded by said Track "A" become insufficient properly to take care of the business of all the parties using the said Track "A" under the provisions hereof, then and in such event the Grantor, its successors or assigns, shall have the right to build one or more tracks (known as Tracks "B") at grade with Track "A" at or near the southeast corner of the west half of the northeast quarter of said Section twenty-four (24) substantially as shown on said Exhibit "A", also to relocate and rearrange as described in paragraph six (6) hereof, such portions of Track "A" as may be necessary to properly connect Tracks "B" with the tracks of the Chicago Union Transfer Railway, or to otherwise make them properly available for the purposes of itself, its successors and assigns; provided, however, that such rearrangement shall not unreasonably depreciate the rights and privileges granted hereunder.

3. That the Grantor shall have the right to connect any track or tracks now or hereafter constructed by it or its successors or assigns or any of them with Track "A" at any point between the termini thereof, the actual cost of such connection to be borne by the Grantor.

4. That the Grantor, its successors or assigns or any of them shall have the right to cross with one or more tracks the said Track "A" at any time and at any point at, above or below grade as it or they may see fit, the expense of such construction and maintenance of such crossing or crossings to be borne by the Grantor, or its successors or assigns. That the Grantor, its successors or assigns, or any of them, shall have the right to cross above or below grade with one or more highways, wagon roads and foot passages Track "A" at any time and at any point as it or they may see fit. The expense of the construction and maintenance of such crossing to be borne by the Grantor, its successors or assigns, and the Grantor hereby covenants and agrees that it will save the grantee harmless from any loss or damage arising from the construction, maintenance and use of any highway, wagon road, or foot passage built across said Track "A" under the provisions of this paragraph.

5. The Grantor, its successors or assigns, shall have the right at any time, at its or their own cost and expense, to construct, maintain and operate conduits, pipes, sewers or wires under, over and across said Track "A", provided, however, that the same shall be so constructed, installed and maintained as not to interfere with the maintenance and operation of said Track "A"; and the Grantor hereby covenants and agrees that it will save the Grantee harmless from any loss or damage arising from the construction, maintenance and operation of any such conduits, pipes, sewers or wires, and hereby agrees to indemnify

the Grantee against any loss from liability imposed by law upon the Grantee for damage to its employees or to any third person arising out of the construction, maintenance or operation of such conduits, pipes, sewers or wires; provided, further that as an express condition of the foregoing agreement of indemnity the Grantee shall give to the Grantor immediate notice of any suit which may be brought against the Grantee to enforce such claim for damages. And the Grantor shall have the right in its own name or in the name of the Grantee, but at the expense of the Grantor, to defend, settle or compromise any such claim or claims.

6. The Grantor, its successors or assigns, shall have the right at its or their own cost and expense, to change the location of Track "A" within the limits of the following described premises, to-wit:

The North Fifty-eight (58) Feet of the South One Hundred Fifty-eight (158) Feet of the East Half of the Northeast Quarter of Section Twenty-four (24) Township Thirty-eight (38) North, Range Twelve (12), East of the Third Principal Meridian, in the County of Cook and State of Illinois;

And for that purpose to make such changes in the location of so much of Track "A" as lies outside the premises last described to establish proper and convenient connections with the relocated portion of Track "A"; provided, that such change shall not unreasonably interfere with the use of said Track "A" by the Grantee.

7. That the Grantee will fully and promptly perform all of the covenants, conditions and agreements provided to be performed by said Grantee in and by the certain indenture made and entered into by and between Edwin W. Winter of the County of New York and State of New York, Grantor, and Corn Products Manufacturing Company, Grantee, bearing date the first day of February, A.D. 1908, and recorded in the office of the Recorder of Deeds of Cook County, as Document number 4242504 in book 10315 of Records at page 594, and that the Grantee will fully and promptly perform all of the covenants and agreements provided to be performed by said Grantee in and by a certain contract in writing made and entered into by the Chicago Transfer and Clearing Company, the said Edwin W. Winter and the Corn Products Manufacturing Company, bearing date the first day of February A.D. 1908, a copy of said contract being hereto attached marked Exhibit "B" and made a part hereof.

8. That the Grantee shall not make track connections with or handle traffic to or from industries located upon land now owned or hereafter at any time owned by the Grantor or its grantees, successors or assigns or any of them, without the written consent of the Grantor or its successors as Trustee first had and obtained.

9. That the Grantee shall not convey or assign or attempt to convey or assign all or any part of the rights herein granted, except to the Chicago, Peoria &

Western Railway Company, a corporation now organized and existing under the laws of the State of Illinois, to which assignment the Grantor hereby consents on the following express conditions: (a) That the Grantee herein guarantees the strict performance and observance by the said Railway Company of all the obligations, conditions, limitations and restrictions hereby imposed upon the Grantee herein. (b) That said Railway Company shall not re-assign, convey or transfer such easements, rights and privileges, or any part thereof, to any person or corporation other than to the said Grantee, without the written consent of the Grantor first had and obtained. (c) In the event the Grantee shall by re-assignment become re-invested in any such easements, rights and privileges, it shall not again convey, transfer or assign the same, or any part thereof, to any person or corporation without the written consent of the Grantor thereto first had and obtained.

Upon the breach by the Grantee or its successors and assigns of any of the conditions, limitations or restrictions herein set forth, or upon the failure, neglect or refusal of the Grantee to keep and perform any of the covenants and conditions herein set forth to be kept and performed by the Grantee, then and in that event the easement herein granted and all rights of the Grantee under and by virtue of this agreement shall cease, and the Grantor shall have the right at its election to require the Grantee to take up and remove the said railroad track from the above described premises, and in the event of the failure of the Grantee to so take up and remove the said railroad track from the above described premises, the Grantor, its successors or assigns, shall have the right at its election to take possession of and thereafter exclusively to own and operate said railroad track or to take up and remove the same and the Grantee hereby agrees to pay the cost of such removal upon demand.

In Witness Whereof the parties hereto have caused this instrument to be executed the day and year first above written.

Chicago Title & Trust Company
Corporate Seal
Chicago, Illinois.

Chicago Title and Trust Company, as Trustee.

By Wm. C. Niblack
Vice President.

Attest:
Ernst M. Schultz
Asst Secretary.

Corn Products Refining
Company, New Jersey
1906.

Corn Products Refining Company.

By E. T. Bedford
President.

Attest:
F. T. Fisher
Secretary.

State of —)
County of —) SS. I, Henry J. Wansley a Notary Public in and for said County, in the
State aforesaid, do hereby certify that Wm. C. Niblack personally known to me to be the
Vice President of the Chicago Title and Trust Company, a corporation, and Ernst M. Schultz
personally known to me to be the Asst Secretary of said corporation, whose names are sub-
scribed to the foregoing instrument, appeared before me this day in person and severally

acknowledged that as such Vice President and Asst Secretary they signed and delivered the said instrument in writing as Vice President and Asst Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto pursuant to authority in them invested, as their free and voluntary act as such Vice President and Asst Secretary respectively, and as the free and voluntary act and deed of the said corporation, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and affixed my Notarial Seal, this 8th day of March A.D. 1910.

Henry J. Tansley
Notary Public
Cook County, Ill.

Henry J. Tansley
Notary Public.

State of New York)
County of New York)SS. I, Franklyn Doe, a Notary Public in and for said County, in the State aforesaid, do hereby certify that E. T. Bedford personally known to me to be the President of the Corn Products Refining Company, a corporation, and F. T. Fisher personally known to me to be the Secretary of said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary they signed and delivered the said instrument in writing as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority in them invested, as their free and voluntary act as such President and Secretary respectively, and as the free and voluntary deed and act of said corporation, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and affixed my Notarial Seal, this 25th day of January A.D. 1910.

Franklyn Doe
Notary Public
Kings County.

Franklyn Doe
Notary Public.
Notary Public, Kings Co.,
Cert. Filed in New York Co.

Exhibit "B".

This Agreement, Made this First day of February, A.D. 1908, between Corn Products Manufacturing Company, a corporation organized and existing under and by virtue of the laws of the State of New Jersey, party of the first part, and Edwin W. Winter, of the County of New York and State of New York, party of the second part, and Chicago Transfer and Clearing Company, a corporation organized and existing under and by virtue of the laws of the State of Delaware, party of the third part, Witnesseth:

Whereas, the party of the second part has, by deed bearing even date herewith, conveyed and quit-claimed unto the said party of the first part hereto a certain track of land situated in Township Thirty-eight (38) North, Range Twelve (12) East of the Third Principal Meridian, in the County of Cook and State of Illinois, a copy

of which said deed is hereto attached and made a part hereof and marked "Exhibit A"; and

Whereas, the said party of the third part, by an agreement between it and the said party of the second part, was entitled to receive the price paid by the party of the first part for such land; and

Whereas, the value of the said land, as fixed by the parties of the second and third parts, and as agreed to by the party of the first part, was the sum of one thousand dollars (\$1000.00) per acre; and

Whereas, the parties of the second and third parts, in consideration that the party of the first part should agree to erect a certain factory on the premises so conveyed, and to perform certain other work in and about the said premises and the lands adjacent thereto, have agreed to accept the sum of two hundred fifty dollars (\$250.00) per acre for the land so conveyed, in lieu of the agreed value thereof as hereinbefore stated, upon the condition that said party of the first part should build the said factory and perform the other work agreed to be done; and

Whereas, in consequence of said agreement, the party of the second part has delivered to the party of the first part a deed of said land, upon the payment by said party of the first part of the sum of twenty-six thousand two hundred sixty-seven and 50/100 dollars (\$26,267.50);

Now, Therefore, This Agreement Witnesseth: That the party of the first part, in consideration of the premises, and in further consideration of the sum of one dollar (\$1.00) to it in hand paid at or before the sealing and delivery of these Presents, hath agreed, and doth hereby covenant and agree as follows:

First, That it will, within three years from the date hereof, erect and fully complete and have in operation upon the said premises, a factory and plant for the manufacture of starch and glucose and other kindred products, having a daily capacity of not less than fifteen thousand (15,000) bushels of corn, and costing exclusive of the cost of said lands and premises, not less than one million dollars (\$1,000,000). The time within which said plant is to be erected and completed, however, shall be extended by whatever time the work of construction, installation or operation may be interrupted by fire, flood or action of the elements over which the party of the first part has no control, or by strikes, injunction or labor troubles which interfere with the work above provided for.

Second, The said party of the first part hereby further covenants and agrees that it will, within twenty-four months from the date of this agreement, cause to be constructed a track or tracks commencing at a point convenient to the party of the first part on the East line of Archer Road, not more than seven hundred (700) feet South of the crossing of Terminal Archer Road with the right of way of the Chicago Terminal Railroad Company, and extending Southerly and Easterly to a point two hundred (200) feet West of the Southwest line of the right of way of said Chicago Terminal Railroad Company, all in the North Half (N.½) of the Northwest quarter (N.W.¼) of said Section twenty-four (24) and running from said last

241

BOOK 12301 PAGE 1

mentioned point (described as two hundred (200) feet West of the Southwest line of the right of way of the Chicago Terminal Transfer Railroad Company) and crossing the tracks of the Chicago Terminal Transfer Railroad, Easterly and Southerly to a connection with the tracks of the Chicago Union Transfer Railway Company at or near the Southwest corner of the East half ($E\frac{1}{2}$) of the Northeast Quarter ($N\frac{1}{4}$) of said Section twenty-four (24) as shown on a blue print hereto attached and marked "Exhibit B" on which Exhibit the track above referred to is marked "Track D" and "Track A".

And the said party of the first part, for itself, its successors and assigns, doth covenant and agree to and with the said party of the second part, his heirs and assigns, and to and with the said party of the third part, its successors and assigns, that it will well and truly perform each and both of the above two express covenants, at the times and in the manner stated hereinabove, and in case the said party of the first part, its successors or assigns, shall neglect or fail to perform, fulfill or keep either or both of the said two covenants, or shall make any default in the performance or fulfillment thereof, then and in either such event the said party of the first part, its successors or assigns, shall pay or cause to be paid to the said party of the third part, its successors or assigns, the sum of seventy-five thousand dollars (\$75,000.00) being that part of the purchase price of said tract of land above described, the payment of which has been remitted on account of the agreement of the said party of the first part to perform the covenants aforesaid; and the said party of the first part, for itself, its successors and assigns, both agree to and with said party of the third part, its successors and assigns, that it will, in case of such default, pay the said sum of seventy-five thousand dollars (\$75,000.00) to the said party of the third part, its successors or assigns, without demand or notice, immediately upon the expiration of the time within which the covenants hereinbefore contained are agreed to be done and performed, at the office maintained by the party of the third part in the City of Chicago in the State of Illinois. It being understood and agreed that the payment of said sum of money, in case of such failure to perform said covenants and agreements, shall discharge the said party of the first part from further liability on account of any failure to perform such covenants and agreements as well to the said party of the second part as to the party of the third part.

In Witness Whereof, the said parties of the first and third parts have caused these presents to be signed by their proper officers therunto duly authorized, and their respective corporate seals to be hereunto affixed and attested by their respective secretaries; and the said party of the second part has hereunto set his hand and seal, all on the day and year first above written.

Corn Products Manufacturing

Company.

By _____

L. S.
Attest:

Secretary.

(Seal)

Chicago Transfer & Clearing Company.

By _____

L. S.
Attest:

Secretary.

2 Plats Not to be Recorded
P. A. Hibbert 4/4/13.

No 5133174

Filed for Record Apr. 4, A.D. 1913, at 4:50 P.M.

JOSEPH F. CUNIFFY, RECORDER.

This Indenture Witnesseth, That the Grantors, Charles O. Reynolds and Mabel A. Reynolds, his wife of the City of Chicago in the County of Cook and State of Illinois for and in consideration of the sum of One Thousand (\$1000.00) Dollars, in hand paid, Convey and Warrant to George W. Reynolds of the City of Chicago County of Cook and State of Illinois the following described Real Estate, to wit:

Lot Five (5) in Block Four (4) in Ravenswood, being a Subdivision of part of the North East Quarter and the North East Quarter of the South East Quarter of Section Eighteen (18) and part of Section Seventeen (17) Township Forty (40) North Range Fourteen (14) East of the Third Principal Meridian, with the buildings and improvements thereon and hereafter placed thereon. (Subject to the lien of a Trust Deed bearing date July 18, 1908, and recorded in the Recorder's office of Cook County, Illinois, as Document No. 4238077, made by Murray Wolback to Moses E. Greenbaum, Trustee, securing payment of Twenty-seven hundred and Fifty dollars (\$2750.00) and interest). Situated in the County of Cook in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all right to retain possession of said premises after any default in payment or a breach of any of the covenants or agreements herein contained, in trust, nevertheless, for the following purposes:

Whereas, The said Charles O. Reynolds and Mabel A. Grantors herein are justly indebted upon their Promissory Note, bearing even date herewith, payable in the gold coin of the United States of America of the present standard of fineness and weight, to the order of themselves (and by them endorsed and delivered) in the sum of One Thousand Dollars (\$1000.00) payable on or before March 3, 1914, with interest thereon at the rate of Six Percent (6%) per annum from March 3, 1913.

Now, If default be made in the payment of the said Promissory Note or of any part

BOOK 12301 PAGE

EXHIBIT C

5158175

the, by an instrument in writing duly signed and acknowledged by them, which said instrument shall be recorded in the Office of the Recorder of Cook County, Illinois, or in case said holder or holders do not agree in the appointment of a new Trustee within thirty (30) days, after such vacancy shall occur, then the holder or holders of any of said bonds may apply to the Circuit Court of Cook County for the appointment of a new Trustee or Trustees upon such notice as such Court shall prescribe to be given in such manner or upon or to such party or parties, person or persons as such Court shall direct, or upon such notice as shall be in accordance with the rules and provisions of the Court, and such Trustee or Trustees so appointed by such majority in interest of said bondholder or bondholders or by such Court, shall on its or his or their acceptance of its, his or their appointment thereby and thereupon, become and be vested with all the powers, rights, estates and interests granted or conferred upon said party or the second part herein by these presents, and without any further assurance or conveyance whatsoever.

In Witness Whereof, on the day and year first above written, the said party of the first part has hereunto signed their names and affixed their seals, and the party of the second part by its proper officer hereby accepts the trusts herein contained.

Adolph Silver (SEAL)
Dora Silver (SEAL)

Chicago Title & Trust Company
Corporate Seal
Chicago Illinois.

Chicago Title and Trust Company, Trustee
By: Abel Davis
Vice Pres.

State of Illinois)
ss

County of Cook) I, Herman Pikowsky a Notary Public in and for the County and State

above said, Do Hereby Certify, That Adolph Silver and Dora Silver his wife, who are 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 acknowledged that they signed, sealed and delivered the foregoing instrument as and for their free and voluntary act and deed, for the uses and purposes therein set forth, including the release and waiver of the right of redemption.

Given under my hand and Notarial Seal this 27th day of March A.D. 1915.

Herman Pikowsky
Notary Public
Cook County Ill.

Herman Pikowsky, Notary Public

72-NO.5154725

Filed for Record Mar. 31 A.D. 1915 at 1-14 P.M.

JOSEPH F. CONNELLEY, RECORDER

This Agreement made this 1st day of November 1909, between Chicago Title & Trust Company, (hereinafter for convenience termed the Trust Company) a Corporation organized and existing under and by virtue of the laws of the State of Illinois, as Trustee, (which has succeeded to all the rights conferred and obligations imposed upon the Chicago Transfer & Clearing Company, by and under a certain agreement dated the First day of February, 1908,

between said Chicago Transfer & Clearing Company, a Corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter for convenience termed the Transfer Company), as party of the first part, and the Corn Products Refining Company (which by merger and consolidation in accordance with the provisions of a statute of the State of New Jersey has succeeded to all the rights, privileges, powers and franchises of the said Corn Products Manufacturing Company, as by the certificate of such merger and consolidation duly filed in the Office of the Secretary of State of New Jersey on the 2nd day of August A.D. 1908 will fully appear, hereinafter for convenience termed the Refining Company, as party of the second part), party of the first part, the said Refining Company, party of the second part, and Chicago Peoria & Western Railway Company, a Corporation organized and existing under and by virtue of the laws of the State of Illinois (hereinafter for convenience termed the Railway Company), party of the third part, Witnesseth:

That on the first day of February, 1908, the Transfer Company entered into a certain agreement with the Corn Products Manufacturing Company whereby it was provided in Article XI. of said agreement that the Manufacturing Company might designate some other person or corporation to which it might assign all or any part of the estate, grants, easements and rights in said agreement provided to be conveyed or granted to it, the assignee to be at all times subject to all the terms of said agreement obligatory upon said Refining Company.

Further witnesseth, that the Refining Company has assigned to the Railway Company the easement and rights in track A and tracks CC mentioned and described in the aforesaid agreement and said Railway Company has accepted said assignment subject to all the obligations imposed upon the Refining Company in and by said agreement, and the Trust Company has consented to such assignment on the conditions mentioned and set forth in said agreement.

Now therefore in consideration of the premises, and of the further sum of one Dollar to each of the parties by the other in hand paid, the receipt whereof is hereby severally acknowledged, the parties hereto have agreed and do hereby agree as follows:

1. The Refining Company hereby guarantees the prompt and faithful performance by the Railway Company of all the conditions and covenants imposed upon and assumed by the said Refining Company, by and in the aforesaid agreement dated February 1, 1908 and by and in the conveyance of said easements of even date herewith, executed by the Trust Company as successor of the Transfer Company and the Manufacturing Company, copies of which conveyances are hereto attached as exhibit "A", "B" and "C" respectively.

2. The Railway Company hereby assumes and agrees to perform and be bound by all the covenants and conditions imposed upon the Refining Company

in and by the Agreement so as aforesaid dated February 1, 1909 and the conveyances and pursuant to the Agreement and so as aforesaid attached hereto as Exhibits "A", "B" and "C" and said Railway Company expressly covenants and agrees that it will not alien, convey, release or release such estates, rights, easements and rights or any part thereof to any person or corporation other than to the Refining Company, without the written consent of the Trust Company thereto first had and obtained.

3. The Refining Company further covenants and agrees that in the event it shall by reassignment from said Railway Company, become reinvested with the estates, rights, privileges and easements in said agreement described, that it will not again alien, convey transfer or in any way release such estates, rights or privileges to any person or corporation, without the written consent of the Trust Company, or its Successor as Trustee, thereto first had and obtained.

4. The Trust Company consents to the assignment by the Refining Company to the Railway Company of the aforesaid rights and easements set forth in said agreement so as aforesaid dated February 1, 1909 and in said conveyances Exhibits "A", "B" and "C", on the express condition that the Refining Company and the Railway Company shall jointly and severally be and remain liable for the prompt and strict performance and observance of all the conditions, limitations, restrictions and covenances imposed upon and assumed by the Refining Company in the agreement aforesaid.

In Witness Whereof the parties hereto have caused this Indenture to be signed in triplicate by their respective officers, and their corporate seals to be thereto affixed, the day and year first above written.

Chicago Title & Trust Company
Corporate Seal
Chicago Illinois

Chicago Title & Trust Company, as Trustee
by Harrison B. Riley
President

Attest:
J. A. Richardson
Secretary

Corn Products Refining Company
New Jersey
Attest:

Corn Products Refining Company
H. T. Balford
President

Attest:
F. T. Fisher
Secretary

The Chicago Pacific and
Western Railway Company
Corporate Seal

The Chicago Pacific & Western Railway Company
by R. B. Ashcroft
Trustee

Attest:
W. A. Day
Secy.

Exhibit A.

This Indenture made this 1st day of November A.D. 1909, between Chicago Title & Trust Company, a Corporation organized and existing under the laws of the State of Illinois, as Trustee, which has succeeded to all the rights conferred and obligations imposed upon the Chicago Transfer and Clearing Company by and under a certain agreement dated the 1st day of February, 1908, between said Chicago Transfer and Clearing Company, a Corporation organized and existing under and by virtue of the laws of the State of Delaware, as party of the

BOOK 2302 PAGE

BOOK 12303 PAGE 1

First part, and Corn Products Manufacturing Company, a Corporation organized and existing under and by virtue of the laws of the State of New Jersey, as party of the second part, hereinafter for convenience termed the "Grantor", party of the first part and Corn Products Refining Company (which by merger and consolidation in accordance with the provisions of a statute of the State of New Jersey has succeeded to all the rights, privileges powers and franchises of the said Corn Products Manufacturing Company, as by the certificate of such merger and consolidation duly filed in the Office of the Secretary of State of New Jersey on the 1st day of August A.D. 1904 will fully appear) hereinafter for convenience termed the "Grantee", party of the second part, Witnesseth:

That the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has and by these presents does remise, Release, Alio and Convey unto the said Grantee, its successors and assigns, forever, all the following described Lots, pieces, or parcels of land situate in the County of Cook and State of Illinois and known and described as follows, to-wit:

Beginning at a point on the Southeasterly line of Archer Road, found by measuring from the intersection of the North Line of Section Twenty-four (24) Township Thirty-eight (38) North Range Twelve (12) East of the Third Principal Meridian, Southwesterly along the said Southeasterly Line of said Archer Road, Seven Hundred Sixty-seven and Five-tenths (767.5) Feet, thence Easterly from the said point of beginning at an angle of Seventy-six (76) Degrees, Thirty (30) Minutes, with the Center Line of Archer Road Five Hundred Sixty-eight and One-tenth (568.1) Feet; thence Southerly at right angles Eighty (80) Feet; thence Westerly at right angles Five Hundred Eighty Seven and Three-tenths (587.3) Feet to the aforesaid Southeasterly Line of Archer Road; thence Northeasterly along said Southeasterly Line of Archer Road Eighty-two and Two-tenths (82.2) Feet to the point of beginning, excepting therefrom the following described piece of property; beginning at the East Corner of the aforesaid described Tract of Land; thence Northerly along the East side of said Tract Thirty (30) Feet; thence Westerly to a point One Hundred Thirty (130) Feet Westerly at right angles from the East side and Twenty (20) Feet Northerly at right angles from the South side of said Tract; thence Westerly to a point on the South Line of said Tract Two Hundred Twenty-five (225) Feet Westerly from the last mentioned point of beginning; thence Easterly along said South Line of said Tract to said last mentioned point of beginning.

To have and to hold the said premises above described, to the said Grantee its successors and assigns forever, and the grantor hereby expressly waives and releases all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

This conveyance is subject nevertheless to the following express conditions and each of them, to-wit:

1. That said grantee will, within six (6) months from the date hereof, construct and forever maintain in proper and safe condition for the operation of engines and cars upon the premises above described, one or more tracks beginning at a point on the westerly boundary line of said premises and extending thence southerly and easterly to a connection with track "A" as shown on blue print hereto attached as Exhibit "A", at a point approximately two hundred (200) feet west of the southwest line of the right of way of the Chicago Terminal Transfer Railroad Company in the east-half of the Northwest Quarter of said Section Twenty-four (24), said right of way of the said Chicago Terminal Transfer Railroad Company being shown upon the said blue print attached, marked Exhibit "A".

2. That the said grantor, its successors or assigns or any of them, shall have the right at any time to cross at above or below grade as it or they may see fit at any point with one or more railroad tracks the premises hereby conveyed and any or all of the tracks constructed thereon by the grantee, the expense of the construction and maintenance of such crossings or crossings to be borne by the grantor or its assigns.

3. That the grantor, its successors and assigns, or any of them, shall have the right at any time, at its or their own cost and expense, to construct, maintain and operate conduits, pipes, sewers, or wires under, over and across the above described premises, provided, however, that the same shall be so constructed, installed and maintained as not to interfere with the maintenance and operation of the tracks of the grantee to be constructed and maintained upon said premises. And the grantor covenants and agrees that it will save the grantee harmless from any loss or damage arising from the construction, maintenance and operation of any such conduits, pipes, sewers or wires, and hereby agrees to indemnify the said grantee against any loss from liability imposed by law upon the said grantee for damages to its employees or to any third persons arising out of the construction, maintenance or operation of such conduits, pipes, sewers or wires. Provided, further, that as a condition of the foregoing agreement of indemnity the grantee shall give to the grantor immediate notice of any suit which may be brought against said grantee to enforce such claim for damages, and the said grantor shall have the right in its own name or in the name of the grantee, but at the expense of the grantor, to defend, settle or compromise any such claim or claims.

4. That the said grantee (a) fully and promptly perform all the covenants, conditions and agreements provided to be performed by said grantee in and by a certain indenture between Edwin W. Winter (a widow) of the County of New York and State of New York, as grantor and the Corn Products Manufacturing Company, as grantee bearing date the first day of February A.D. 1908, and recorded in the Office of the Recorder of Deeds of Cook County, as Document No. 4242504 in Book 10315 of Records, at Page 594 and that the grantee will fully and promptly perform all of the covenants, conditions and agreements provided to be performed by said grantee, in and by a certain contract in writing made and entered into by the Corn Products Manufacturing Company herein and the said Edwin W. Winter of the County of New York and State of New York, and the Chicago Transfer and Clearing Company, bearing date the

310

First day of February A.D. 1908, a copy of which is hereto attached, marked Exhibit "B" and made a part hereof.

5. That the grantee shall not make track connections with or handle traffic to or from industries located upon land now owned or hereafter at any time owned by the grantor, its grantees, successors or assigns, or any of them, without the written consent of the grantor or its successor as Trustee first had and obtained..

6. That the grantee shall not convey or assign or attempt to convey or assign all or any part of the premises and rights herein granted, except to the Chicago, Peoria & Western Railway Company, a Corporation now organized and existing under the laws of the State of Illinois, to which assignment the grantor hereby consents on the following express conditions: (a) That the grantee herein guarantees the strict performance and observance by the said Railway Company or all the obligations, conditions, limitations and restrictions hereby imposed upon the grantee herein. (b) That said Railway Company shall not re-assign, convey or transfer such premises, easements, rights and privileges, or any part thereof, to any person or corporation other than to the said grantee, without the written consent of the grantor first had and obtained. (c) In the event the grantee shall by re-assignment become re-invested in any such premises, easements, rights and privileges, it shall not again convey, transfer or assign the same, or any part thereof, to any person or corporation without the written consent of the grantor thereto first had and obtained.

7. The grantee for itself, its successors and assigns, covenants, promises and agrees with the said grantor, its successors and assigns, that it will well and truly perform the above express conditions, and each of them, and if the grantee, its successors or assigns, shall neglect or fail to perform, further and keep said conditions and each of them, then and in that event it shall be lawful for the said grantor or its successors and assigns to re-enter at its or their option into and upon the premises above described, or to serve notice in writing upon the said grantee, or its successors or assigns by depositing a copy of such notice in the United States Mail addressed to the said grantee at Chicago Illinois, stating that the said grantor, or its successors, or assigns, has elected to declare said premises re-vested in said grantor, its successors or assigns.

And it is further expressly understood and agreed that in case of such re-entry or the mailing of such notice and the filing for record in the Recorder's Office of Cook County, Illinois, of a copy thereof, then and thereupon the right, title and interest of the said grantee, its successors and assigns in and to said premises shall forthwith cease and determine, and all the right, title and interest of the said grantee, its successors and assigns, in and to the

BOOK 12303 PAGE 1303

311

said premises shall immediately revert to and reversion; in said grantor, its successors and assigns, and that said grantor, its successors and assigns, shall be entitled to immediate possession of said premises.

8. It is further expressly understood and agreed that the said conditions hereinbefore stated, and each of them, shall attach to and run with the land hereby conveyed and that said conditions are binding upon the successors and assigns of the parties hereto.

In witness whereof, the said parties have caused these presents to be executed by their proper corporate officers and their corporate seals to be hereunto affixed, on the day and year first above written.

Chicago Title and Trust Company, Trustee
By.....
President

Attest:
.....
Secretary

Corn Products Refining Company
By.....
President

Attest:
.....
Secretary

State of -
County of -

I,....., Notary Public in and for said County, in the State aforesaid, do hereby

certify that....., personally known to me to be the President of the Chicago Title and Trust Company a Corporation, and....., personally known to me to be the Secretary of said Corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary they signed and delivered the said instrument in writing as President and Secretary of said Corporation and caused the Corporate Seal of said Corporation to be affixed thereto pursuant to authority in them invested, as their free and voluntary act as such President and Secretary respectively, and as the free and voluntary act and deed of the said Corporation, for the uses and purposes therein set forth.

In witness whereof I have hereunto set my hand and affixed my Notarial Seal this..... day of....., 1957.

.....
Notary Public

State of -
County of -

I,....., Notary Public in and for said County, in the State aforesaid

do hereby certify, that....., personally known to me to be the President of the Corn Products Refining Company a Corporation, and....., personally known to me to be the Secretary of said Corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed, and delivered the said instrument in writing as President and Secretary of said Corporation, and caused the Corporate Seal of said Corporation to be affixed thereto, pursuant to authority in

BOOK 12203 PAGE 311

312

them invested, as their free and voluntary act as such President and Secretary respectively, and as the free and voluntary deed and act of said Corporation for the uses and purposes therein set forth.

In Witness Whereof I have hereunto set my hand and affixed my Notarial Seal this... day of... A.D. 1909.

..... Notary Public

Exhibit "B"

This Instrument Made this 1st day of November A.D. 1909, between Chicago Title & Trust Company, a Corporation organized and existing under the laws of the State of Illinois, as Trustee, (which has succeeded to all the rights conferred and obligations imposed upon the Chicago Transfer and Clearing Company by and under a certain agreement dated the First day of February, 1908 between said Chicago Transfer and Clearing Company, a Corporation organized and existing under and by virtue of the laws of the State of Delaware, as party of the first part, and Corn Products Manufacturing Company, a Corporation organized and existing under and by virtue of the laws of the State of New Jersey, as party of the second part), hereinafter for convenience termed the "Grantor", party of the first part, and the Corn Products Refining Company (which by merger and consolidation in accordance with the provisions of a statute of the State of New Jersey has succeeded to all the rights, privileges, powers and franchises of the said Corn Products Manufacturing Company, as by the certificate of such merger and consolidation duly filed in the Office of the Secretary of State of New Jersey on the Third day of August A.D. 1908, will fully appear) hereinafter for convenience termed the "Grantee", party of the second part witnesseth

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to it in hand paid, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter provided to be kept and performed by the Grantee, the Grantor hereby grants unto the Grantee as easement in perpetuity for the construction, maintenance and operation of one Railroad track (shown upon Exhibit "A" hereto attached as Track "A"), upon the property of the Grantor in the County of Cook and State of Illinois described as follows:

A strip of land of sufficient width for a cut eighteen (18) feet in width at the bottom and with side slopes of One (1) Foot Horizontal to One (1) Foot Vertical, the width of said strip not to exceed its widest point more than Forty-six (46) feet. The center of said strip shall be along the following described line, to-wit: A line in the North-half of Section Twenty-four (24) Township Thirty-eight (38) North, Range Twelve (12) East of the Third Principal Meridian, beginning at a point found as follows: From the intersection of the North line of said Section Twenty-four (24) and the Southeastern line of Section Four (4) nearest

313

Southwesterly along the said Southeasterly line of Archer Road Eight Hundred Eight and Six-tenths (868.6) Feet; thence Easterly at an angle of Seventy-six Degrees Thirty Minutes (76 Deg. 30') with the center line of Archer Road Five Hundred Seventy-seven and Seven-tenths (577.7) Feet to the point of beginning. From said point of beginning continue Easterly in the same straight line Three Hundred Three and Nine Hundredths (303.09) Feet; thence by a curved line to the right with a Radius of Nine Hundred Fifty-five and Thirty-seven Hundredths (955.37) Feet Eight Hundred Thirty-four and Seventy-two Hundredths (834.72) Feet; thence Southeasterly in a straight line Six Hundred Eighteen and Fifty-four Hundredths (618.54) Feet; thence by a curved line to the left with a Radius of Nine Hundred Fifty-five and Thirty-seven Hundredths (955.37) Feet One Thousand Seventy-two and Two-tenths (1072.2) Feet; thence East in a straight line Eight Hundred Fifteen and Five Hundredths (815.05) Feet (which line is parallel to and One Hundred Twenty-six (126) Feet North from the East and West center line of said Section Twenty-four (24); thence by a reverse curve to the right with a Radius of Seven Hundred Sixty-four and Forty-nine Hundredths (764.49) Feet to the Right of Way of the Chicago Union Transfer Railway Company (excepting therefrom, however, so much of said strip of land above described, as is within the Right of Way of the Chicago Terminal Transfer Railroad Company); excepting however, but for the purpose of said construction the said cut may where necessary be widened Six (6) additional Feet to a total width of Twenty-four (24) Feet at the bottom with side slopes of One (1) Foot Horizontal to One (1) Foot Vertical, the total width of cut not to exceed Fifty-two (52) Feet; the said additional Six (6) Feet of excavation being in all cases made on the Southeasterly side of the cut herein described; meaning and intending hereby to grant unto the grantees the right to construct in the manner shown on the profile and plan hereto attached as Exhibit "A" and make a part hereof, and to maintain and operate its line Railroad track upon the premises aforesaid, expressly reserving to the grantor all the rights in said track and property hereinafter mentioned.

The grant of the said easement is nevertheless, always subject to the following express conditions, and each of them, to-wit:

1. That the grantee will within Six (6) months from the date hereof, construct and forever maintain in proper and safe condition for the operation of engines and cars the railroad track herein referred to as Track "A" upon the premises hereinafter described and that the grantor and its successors and assigns shall have the right in perpetuity to use said Track "A" jointly with the grantees without cost or expense other than the equitable proportion of the cost of maintenance of said Track "A", including interest at the rate of five per cent (5%) per annum upon the cost of said Track "A" and maintenance thereof, on a wholesale basis, repairs and replacements not to be counted; but such use of said Track "A" by the grantor shall not include, without the consent or request of the grantees, any traffic originating from or destined to the plant of the grantees to be built upon the premises acquired by the Term Products Manufacturing Company from Edwin W. Fisher by deed bearing date February 1st A.D. 1908. The control or operation of said

PAGE 12303

314

BOOK 12303 PAGE

Track "A" shall at all times remain in the grantee, but any party using the same shall operate its trains in such a manner as to inconvenience the other parties using the said Track "A" as little as possible. The rights of the grantee shall be confined to the said track and it shall have no right in or to any part of the right of way on either side of said track except such use thereof as may be necessary to properly maintain the said track. Upon said Track "A" described herein, each party using the same shall be solely responsible for accidents or casualties upon or to its own trains, and to its freight, employees and passengers, due to negligence of its own employees; and also for damages for stock killed or injured that may occur to persons upon any such track, and injury to life and property from any other cause, due to the negligence of its employees.

2. That said Track "A" shall be so located by the grantee that it will be practicable for the grantor to build one or more tracks (known as Tracks "B" in Exhibit "A" hereto attached), immediately adjacent to and South and West of said Track "A", and if the facilities for traffic afforded by said Track "A" become insufficient properly to take care of the business of all the parties using the said Track "A" under the provisions hereof, then and in such event the grantor, its successors or assigns, shall have the right to build one or more tracks (known as Tracks "B" at grade with Track "A" at or near the Southeast Corner of the West Half of the Northwest Quarter of said Section Twenty-four (24), substantially as shown in said Exhibit "A" also to relocate and rearrange as described in paragraph Six (5) hereof, such portions of Track "A" as may be necessary to properly connect Tracks "B" with the tracks of the Chicago Union Transfer Railway, or to otherwise make them properly available for the purposes of itself, its successors and assigns; provided however that such rearrangement shall not unreasonably depreciate the rights and privileges granted hereunder.

3. That the grantor shall have the right to connect any track or tracks now or hereafter constructed by it or its successors or assigns or any of them with Track "A" at any point between the termini thereof, the actual cost of such connection to be borne by the grantor.

4. That the grantor, its successors or assigns or any of them shall have the right to cross with one or more tracks the said Track "A" at any time and at any point at, above or below grade as it or they may see fit, the expense of such construction and maintenance of such crossing or crossings to be borne by the grantor, or its successors or assigns. That the grantor, its successors or assigns, or any of them, shall have the right to cross above or below grade with one or more highways, wagon roads and foot passages Track "A" at any time and at any point as it or they may see fit. The expense of the construction and maintenance of such crossing to be borne by the grantor, its

315

successors or assigns, and the grantor hereby covenants and agrees that it will save the grantee harmless from any loss or damage arising from the construction, maintenance and use of any highway, wagon road, or foot passage built across said Track "A" under the provisions of this paragraph.

5. The grantor, its successors or assigns, shall have the right at any time, at its or their own cost and expense, to construct, maintain and operate conduits, pipes, sewers or wires under, over and across said Track "A" provided however that the same shall be so constructed, installed and maintained as not to interfere with the maintenance and operation of said Track "A" and the grantor hereby covenants and agrees that it will save the grantee harmless from any loss or damage arising from the construction, maintenance and operation of any such conduits, pipes, sewers or wires and hereby agrees to indemnify the grantee against any loss from liability imposed by law upon the grantee for damage to its employees or to any third person arising out of the construction, maintenance or operation of such conduits, pipes, sewers or wires; provided further, that as an express condition of the foregoing agreement of indemnity the grantee shall give to the grantor immediate notice of any suit which may be brought against the grantee to enforce such claim for damages, and the grantor shall have the right in its own name or in the name of the trustee, but at the expense of the grantor, to defend, settle or compromise any such claim or claims.

6. The grantor, its successors or assigns, shall have the right at its or their own cost and expense, to change the location of Track "A" within the limits of the following described premises to-wit:

The North Fifty-eight (58) Feet of the South One Hundred Fifty-eight (158) Feet of the East-half of the Northeast Quarter of Section Twenty-four (24) Township Thirty-eight (38) South Range Twelve (12) East of the Third Principal Meridian, in the County of Cook and State of Illinois; and for that purpose to make such changes in the location of so much of Track "A" as lies outside the premises last described to establish proper and convenient connections with the relocated portion of Track "A" provided, that such change shall not unreasonably interfere with the use of said Track "A" by the grantee.

7. That the grantee will fully and promptly perform all of the covenants, conditions and agreements provided to be performed by said grantee in and by the certain instrument made and entered into by and between Edwin V. Winter of the County of New York and State of New York, grantor and Cont Products Manufacturing Company, grantee, bearing date the First day of February A.D. 1908, and recorded in the Office of the Recorder of Deeds of Cook County, as Document Number 424254 in Book 13315 of Records at Page 134, and that the grantee will fully and promptly perform all of the covenants and agreements provided to be performed by said grantee in and by a certain contract in writing made and entered into by the Chicago Transfer and Clearing Company, the said Edwin V. Winter and the Cont Products Manufacturing Company, bearing date the First day of February A.D. 1908, a copy of said

BOOK 12303 PAGE

12303

contract being hereby attached hereto and made a part hereof.

It is further agreed that the grantor shall not have back access to any of the traffic to or from the premises located upon land now owned or hereafter at any time owned by the grantor or its successors or assigns or any of them without the written consent of the grantor or its successors or assigns first had and obtained.

That the grantor shall not convey or attempt to convey or assign all or any part of the right hereto granted, except to the Chicago & Western Railway Company, a corporation now organized and existing under the laws of the State of Illinois, or any corporation the grantor hereby creates on the following express conditions: (a) That the grantor hereby warrants the strict performance and observance by the said railway company, or all the successors, assigns, licensees and restrictions hereby imposed upon the streets hereto. (b) That the said railway company shall not exercise, exercise or transfer any easements, rights, and privileges or any part thereof, in any portion or portions other than to the said grantor, although the written consent of the grantor first had and obtained. (c) In the event the grantor shall by reason of any conveyance, transfer or assign the same, or any part thereof, in any portion or portions without the written consent of the grantor, the said right shall be void.

Upon the breach by the grantor or its successors or assigns of any of the conditions, limitations or restrictions herein set forth, or upon the failure, neglect or refusal of the grantor to keep and perform any of the covenants and conditions herein set forth to be kept and performed by the grantor, then and in that event the easement herein granted and all rights of the grantor under and by virtue of this agreement shall cease, and the grantor shall have the right at its election to require the grantee to take up and remove the said railroad track from the above described premises, and in the event of the failure of the grantee to so take up and remove the said railroad track from the above described premises the grantor, its successors or assigns, shall have the right at its election to take possession of and thereafter exclusively to own and operate said railroad track or to take up and remove the same and the grantor hereby agrees to pay the cost of such removal upon demand.

In witness whereof the parties hereto have caused this instrument to be executed the day and year first above written.

Chicago Title and Trust Company and Trustee
By..... Vice President

Attest:

..... Asst. Secretary

Com. Products Refining Company
By..... President

Attest:

..... Secretary

State of }
County of } ss

I, a Notary Public in and for said County in the State aforesaid, do hereby certify that..., personally known to me to be the Vice President of the Chicago Title & Trust Company, a Corporation and..., personally known to me to be the Asst. Secretary of said Corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Asst. Secretary they signed and delivered the said instrument in writing as Vice President and Asst. Secretary of said Corporation, and caused the Corporate Seal of said Corporation to be affixed thereto pursuant to authority in them invested as their free and voluntary act as such Vice President and Asst. Secretary, respectively, and as the free and voluntary act and deed of the said Corporation for the uses and purposes therein set forth.

In witness whereof I have hereunto set my hand and affixed my Notarial Seal this... day of... A.D.

Notary Public

State of }
County of } ss

I, a Notary Public in and for said County in the State aforesaid, do hereby certify that..., personally known to me to be the President of the Corn Products Refining Company, a Corporation and..., personally known to me to be the Secretary of said Corporation whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary they signed and delivered the said instrument in writing as President and Secretary of said Corporation and caused the Corporate Seal of said Corporation to be affixed thereto, pursuant to authority in them invested as their free and voluntary act as such President and Secretary respectively, and as the free and voluntary deed and act of said Corporation, for the uses and purposes therein set forth.

In witness whereof I have hereunto set my hand and affixed my Notarial Seal this... day of... A.D. 19..

Notary Public

Exhibit C.

This Agreement made this 1st day of November A.D. 1909, between Chicago Title and Trust Company, a Corporation, organized and existing under the laws of the State of Illinois, as Trustee, (which has succeeded to all the rights conferred and obligations imposed upon the Chicago Transfer and Clearing Company, by and under a certain agreement dated the First day of February, 1908, between said Chicago Transfer and Clearing Company, a Corporation organized and existing under and by virtue of the laws of the State of Delaware, as party of the first part, and Corn Products Manufacturing Company a corporation organized and existing under and by virtue of the laws of the State of New Jersey, as party of the second part) hereinafter for convenience termed the "Grantor", party of the first part, and Corn

Products Refining Company (which by merger and consolidation in accordance with the provisions of a statute of the State of New Jersey has succeeded to all the rights, privileges, powers and franchises of the said Corn Products Manufacturing Company as by the certificate of such merger and consolidation duly filed in the Office of the Secretary of State of New Jersey on the Third day of August A.D. 1908, will fully appear), hereinafter for convenience termed the "Grantee" party of the second part, Witnesseth:

That for and in consideration of the sum of One Dollar (\$1) to it in hand paid, the receipt of which is hereby acknowledged, and for and in consideration of payment to the grantor on or before the First day of April in each year during the existence of the grantee's rights hereunder of an amount equal to the taxes levied and assessed upon such portion of the land shown in green on Exhibit "A" hereto attached and described as follows:

The land bounded successively by the lines described as follows, to-wit: By Track "A" whose center line is described in agreement of even date herewith, true copy of which is hereto attached as Exhibit "C"; by the East line of the West-half of the Northeast Quarter of Section Twenty-four (24) Township Thirty-eight (38) North Range Twelve (12) East of the Third Principal Meridian, in the County of Cook and State of Illinois, by the Right of Way of the Chicago Union Transfer Railway, and by the Right of Way of the Chicago Terminal Transfer Railroad, as is not then used or occupied by the grantor; and in further consideration of the covenants and agreements hereinafter provided to be kept and performed by the grantee, the grantor hereby grants unto the grantee an easement in perpetuity for the construction, maintenance and operation for interchange and storage purposes only, the two railroad tracks upon the property of the grantor described as follows:

Beginning at a point on Track "A" near the East line of the West-half of the Northeast Quarter of Section 24, Township 38 North Range 12 East of the Third Principal Meridian in the County of Cook and State of Illinois, the Southwesterly of said two (2) tracks shall run off from Track "A" and continue Westwardly and Northwesterly, approximately parallel to and Forty-three (43) Feet from the Northeast tracks of the Chicago Union Transfer Railway and of the Chicago Terminal Transfer Railroad, to such point as it shall be met by a line running Southwesterly by a suitable reverse curve from a switch connecting with the Chicago Terminal Transfer Railroad near the under crossing of track "A". The Northeasterly of the said two (2) tracks shall run off from the Southwesterly track at a point approximately One Hundred Fifty (150) Feet West of the East line of the West-half of the Northeast Quarter of said Section Twenty-four (24), and shall run back into said Southwesterly track near to

319

and Southeast from the point where the said Southwesterly track crosses the right of way line of the Chicago Terminal Transfer Railroad. Between these points the said two (2) tracks shall be parallel to each other and Fourteen (14) Feet distant from center to center, reserving and intending hereby to grant unto the grantee the right to construct, maintain and operate its two (2) railroad tracks, shown upon said Exhibit "A" hereto attached and made a part hereof, as tracks CC, the same to be used by the grantee for interchange and storage purposes only, expressly reserving to the grantor all the rights in said tracks and property hereinafter mentioned.

The grant of said easements is nevertheless always subject to the following express conditions, and each of them, to-wit:

1. That the grantor, its successors and assigns shall have the right at any time and from time to time, at its own cost and expense, on Sixty (60) days written notice to the grantee, its successors and assigns, to remove said tracks CC and relocate the same on said premises colored green on said Exhibit "A". Provided said tracks CC when so removed and relocated, shall afford substantially equally convenient facilities for connections with Track "A" shown on said Exhibit "A" and the tracks of the Chicago Terminal Transfer Railroad Company, and substantially equally convenient facilities for the interchange of traffic with said Track "A" and the tracks of the Chicago Terminal Transfer Railroad Company. In no case shall the terminal connections of said tracks CC be changed without the written consent of the grantee, except that the grantor its successors or assigns, shall have the right at its or their own cost and expenses, to change the location of Track "A" within the limits of the following described premises, to-wit:

The North Fifty-eight (58) Feet of the South One Hundred Fifty-eight Feet of the East-half of the Northeast Quarter of Section 24, Township 38 North Range 12, East of the Third Principal Meridian, in the County of Cook and State of Illinois, and for that purpose to make such changes in the terminal connections of said tracks CC with Track "A" aforesaid on or near the premises last above described, as to establish proper and convenient connections with the said portion of Track "A" so relocated, or as may be made necessary by the construction of the tracks known as BB on Exhibit "A" hereto attached, in order to make the same properly available for the purposes of the grantor, its successors and assigns; provided that such change shall not unreasonably interfere with the use of said track or tracks CC by the grantee.

2. That the grantor its successors or assigns, or any of them shall have the right to cross with one or more railroad tracks the said tracks CC at any time and at any point at, above or below grade, as it or they may see fit. And the said grantor its successors or assigns, or any of them, shall have the right at any time to construct across the tracks CC at any point a bridge or bridges, viaduct or viaducts, to carry any highway, street or wagon road over the said tracks CC; provided the expense of constructing and maintaining all such railroad crossings, bridges or viaducts shall be borne by the grantor, its

321

successors or assigns and the construction thereof over the tracks CO shall be in such manner as not to interfere with the practical operation by the said grantee of the said tracks CO.

3. The grantor, its successors or assigns, shall have the right at any time, at its or their own cost and expense to construct, maintain and operate conduits, pipes, sewers or wires under, over and across said tracks CO. Provided however that the same shall be so constructed, installed and maintained as not to interfere with the maintenance and operation of said tracks CO; and the grantor hereby covenants and agrees that it will save the grantee harmless from any loss or damage arising from the construction, maintenance and operation of any such conduits, pipes, sewers or wires, and hereby agrees to indemnify the grantee against any loss from liability imposed by law upon the grantee for damage to its employees or to any third person arising out of the construction maintenance or operation of such conduits, pipes, sewers or wires; Provided that as an express condition of the foregoing agreement of indemnity the grantee shall give to the grantor immediate notice of any suit which may be brought against the grantee to enforce such claim for damages, and the grantor shall have the right in its own name or in the name of the grantee, to defend, settle or compromise any such claim or claims, but at the expense of the grantor.

4. That the grantee will fully and promptly perform all of the covenants, conditions and agreements provided to be performed by said grantee in and by the certain Indenture made and entered into by and between Edwin W. Winter of the County of New York and State of New York, grantor and Corn Products Manufacturing Company, grantee, bearing date the First day of February A.D. 1908, and Recorded in the Office of the Recorder of Deeds of Cook County as Document No. 4242504 in Book 10315 of Records, at Page 594, and that the grantee will fully and promptly perform all of the covenants and agreements provided to be performed by said grantee in and by a certain contract in writing made and entered into by the Chicago Transfer and Clearing Company, the said Edwin W. Winter and the Corn Products Manufacturing Company, bearing date the First day of February A.D. 1908, a copy of said contract being hereto attached marked Exhibit "B" and made a part hereof.

5. That the grantee shall not make track connections with or handle traffic to or from industries located upon land now owned or hereafter at any time owned by the grantor, trustee as aforesaid, or its grantees, successors or assigns or any of them, without the written consent of the grantor, or its successor as trustee first had and obtained.

6. That the grantee shall not convey or assign or attempt to convey or assign all or any part of the rights herein granted except to the Chicago Peoria & Western Railway Company, a Corporation now organized and existing

321

Under the laws of the State of Illinois, to which assignment the grantor hereby consents, on the following express conditions: (a) That the grantee herein guarantees the strict performance and observance by the said Railway Company of all the obligations, conditions, limitations and restrictions hereby imposed upon the grantee herein. (b) That said Railway Company shall not reassign, convey or transfer such easements, rights and privileges, or any part thereof, to any person or corporation other than to the said grantee without the written consent of the grantor first had and obtained. (c) In the event the grantee shall by reassignment become reinvested in any such easements, rights and privileges, it shall not again convey, transfer or assign the same or any part thereof, to any person or corporation without the written consent of the grantor thereto first had and obtained.

Upon the breach by the grantee or its successors and assigns, of any of the conditions, limitations or restrictions herein set forth, or upon the failure, neglect or refusal of the grantee to keep and perform any of the covenants and conditions herein set forth to be kept and performed by the grantee, then and in that event the easement herein granted and all rights of the grantee under and by virtue of this agreement shall cease, and the grantor shall have the right at its election to require the grantee to take up and remove the said railroad tracks from the above described premises, and in the event of the failure of the grantee to so take up and remove the said railroad tracks from the above described premises, the grantor, its successors or assigns shall have the right at its election to take possession of and thereafter exclusively to own and operate said railroad tracks or take up and remove the same and the grantee hereby agrees to pay the cost of such removal upon demand.

In Witness Whereof, the parties hereto have caused this instrument to be executed the day and year first above written.

Chicago Title and Trust Company, as Trustee
By.....
President

Attest:
.....
Secretary

Corn Products Refining Company
By.....
President

Attest:
.....
Secretary

State of -)
) ss
County of -)

I, ... a Notary Public in and for said County, in the State

of Illinois, do hereby certify that....., personally known to me to be the President of the Chicago Title and Trust Company, a Corporation, and...., personally known to me to be the Secretary of said Corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary they signed and delivered the said instrument in writing as President and Secretary of said Corporation and caused the Corporate Seal of said Corporation to be affixed thereto pursuant to authority in them invested, as their free and voluntary act.

as such President and Secretary respectively, and as the free and voluntary act and deed of the said Corporation, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and affixed my Notarial Seal this... day of... A.D. 1909.

Notary Public

State of -)
) SS
County of -) I, ... Notary Public in and for said County, in the State aforesaid

do hereby certify that ... personally known to me to be the President of the Corn Products Refining Company, a Corporation, and ... personally known to me to be the Secretary of said Corporation whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary they signed, and delivered the said instrument in writing as President and Secretary of said Corporation, and caused the Corporate Seal of said Corporation to be affixed thereto, pursuant to authority in them invested, as their free and voluntary act as President and Secretary respectively, and as the free and voluntary deed and act of said Corporation, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and affixed my Notarial Seal this... day of... A.D. 1909.

Notary Public

This is the Exhibit "A" referred to in the next preceding Exhibits "A", "B" and "C".

Exhibit "B".

This agreement made this First day of February A.D. 1909, between Corn Products Manufacturing Company a Corporation organized and existing under and by virtue of the laws of the State of New Jersey, party of the first part and Edwin W. Winter, of the County of New York and State of New York, party of the second part, and Chicago Transfer and Clearing Company, a Corporation organized and existing under and by virtue of the laws of the State of Delaware, party of the third part, Witnesseth.

Whereas, the party of the second part has, by deed bearing even date herewith, conveyed and quit-claimed unto the said party of the first part hereto a certain tract of land situated in Township Thirty-eight (38) North Range Twelve (12) East of the Third Principal Meridian, in the County of Cook and State of Illinois, a copy of which said deed is hereto attached and made a part hereof and marked "Exhibit A"; and

Whereas the said party of the third part, by an agreement between it and the said party of the second part, was entitled to receive the price paid by the party of the first part for such land; and

BOOK 12303 PAGE

as such President and Secretary respectively, and as the free and voluntary act and deed of the said Corporation, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and affixed my Notarial Seal this... day of... A.D. 1909.

Notary Public

State of -)
) SS
County of -) I, ... a Notary Public in and for said County, in the State aforesaid

Do hereby Certify That, ... personally known to me to be the President of the Corn Products Refining Company, a Corporation, and ... personally known to me to be the Secretary of said Corporation whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary they signed, and delivered the said instrument in writing as President and Secretary of said Corporation, and caused the Corporate Seal of said Corporation to be affixed thereto, pursuant to authority in them invested, as their free and voluntary act as President and Secretary respectively, and as the free and voluntary deed and act of said Corporation, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and affixed my Notarial Seal this... day of... A.D. 1909.

Notary Public

This is the Exhibit "B" referred to in the next preceding Exhibits "A", "B" and "C".

Exhibit "B".

This agreement made this First day of February A.D. 1909 between Corn Products Manufacturing Company a Corporation organized and existing under and by virtue of the laws of the State of New Jersey, party of the first part and Edwin W. Winter, of the County of New York and State of New York, party of the second part, and Chicago Transfer and Clearing Company, a Corporation organized and existing under and by virtue of the laws of the State of Delaware, party of the third part, witnesseth.

Whereas, the party of the second part has, by deed bearing even date herewith, conveyed and quit-claimed unto the said party of the first part hereto a certain tract of land situated in Township Thirty-eight (38) North Range Twelve (12) East of the Third Principal Meridian, in the County of Cook and State of Illinois, a copy of which said deed is hereto attached and made a part hereof and marked "Exhibit A"; and

Whereas the said party of the third part, by an agreement between it and the said party of the second part, was entitled to receive the price paid by the party of the first part for such land; and

Whereas, the value of the said land, as fixed by the parties of the second and third parts and as agreed to by the party of the first part, was the sum of One Thousand Dollars (\$1000.00) per acre; and

Whereas the parties of the second and third parts in consideration that the party of the first part should agree to erect a certain factory on the premises so conveyed, and to perform certain other work in and about the said premises and the lands adjacent thereto, have agreed to accept the sum of Two Hundred Fifty Dollars (\$250.00) per acre for the land so conveyed, in lieu of the agreed value thereof as hereinbefore stated, upon the condition that said party of the first part should build the said factory, and perform the other work agreed to be done; and

Whereas in consequence of said agreement, the party of the second part has delivered to the party of the first part a deed of said land, upon the payment by said party of the first part of the sum of Twenty-six Thousand two Hundred Sixty-seven and 50/100 Dollars (\$26,267.50);

Now Therefore This Indenture Witnesseth: That the party of the first part in consideration of the premises and in further consideration of the sum of One Dollar (\$1.00) to it in hand paid at or before the signing and delivery of these presents, hath agreed, and hath hereby covenant and agree as follows:

First, That it will, within three years from the date hereof, erect and fully complete and have in operation upon the said premises, a factory and plant for the manufacture of starch and glucose and other kindred products having a daily capacity of not less than Fifteen Thousand (15,000) bushels of corn and costing, exclusive of the cost of said lands and premises, not less than One Million Dollars (\$1,000,000). The time within which said plant is to be erected and completed, however, shall be extended by whatever time the work of construction, installation or operation may be interfered with by fire, flood or action of the elements over which the party of the first part has no control, or by strikes, injunction or labor troubles which interfere with the work above provided for.

Second, The said party of the first part hereby further covenants and agrees that it will, within twenty-four months from the date of this agreement, cause to be constructed a track or tracks commencing at a point convenient to the party of the first part on the East line of Archer Road, not more than Seven Hundred (700) Feet South of the crossing of Archer Road with the Right of Way of the Chicago Terminal Transfer Railroad Company, and extending Southerly and Easterly to a point Two Hundred (200) Feet West of the Southwest line of the Right of Way of said Chicago Terminal Transfer Railroad Company, all in the North-half (N.½) of the Northwest Quarter (N.W.¼) of said Section Twenty-four (24) and running from said last mentioned point (described as Two Hundred (200) Feet West of the Southwest line of the Right of Way of the Chicago Terminal Transfer Railroad Company) and crossing the tracks of the Chicago Terminal Transfer Railroad, Easterly and Southerly to a

BOOK 12303 PAGE 11

connection with the tracks of the Chicago Union Transfer Railway Company at or near the Southwest Corner of the East-half (E. 1/2) of the Northwest Quarter (N.W. 1/4) of said Section Twenty-four (24), as shown on a blue print hereto attached and marked "Exhibit B" on which Exhibit the track above referred to is marked "Track D" and "Track A".

And the said party of the first part, for itself, its successors and assigns, doth covenant and agree to and with the said party of the second part, his heirs and assigns, and to and with the said party of the third part, its successors and assigns, that it will well and truly perform each and both of the above two express covenants at the times and in the manner stated hereinabove and in case the said party of the first part, its successors or assigns, shall neglect or fail to perform, fulfill or keep either or both of the said two covenants, or shall make any default in the performance or fulfillment thereof, then and in either such event the said party of the first part, its successors or assigns, shall pay or cause to be paid to the said party of the third part, its successors or assigns, the sum of Seventy-five Thousand Dollars (\$75,000.00) being that part of the purchase price of said tract of land above described, the payment of which has been remitted on account of the agreement of the said party of the first part to perform the covenants aforesaid; and the said party of the first part, for itself, its successors and assigns, doth agree to and with said party of the third part, its successors and assigns, that it will in case of such default, pay the said sum of Seventy-five Thousand Dollars (\$75,000.00) to the said party of the third part, its successors or assigns, without demand or notice, immediately upon the expiration of the time within which the covenants hereinbefore contained are agreed to be done and performed, at the office maintained by the party of the third part in the City of Chicago in the State of Illinois. It being understood and agreed that the payment of said sum of money, in case of such failure to perform said covenants and agreements, shall discharge the said party of the first part from further liability on account of any failure to perform such covenants and agreements as well to the said party of the second part as to the party of the third part.

In Witness Whereof, the said parties of the first and third parts have caused these presents to be signed by their proper officers thereunto duly authorized, and their respective Corporate Seals to be hereunto affixed and attested by their respective Secretaries; and the said party of the second part has hereunto set his hand and seal all on the day and year first above written.

Corr Products Manufacturing Company
By _____

L.S.

Attest:

Secretary.

.....(SZAL)

Chicago Transfer & Clearing Company

By _____

L.S.

Attest:

Secretary.

325

122-46,515-175

Filed for Record April 4, A.D. 1913, at 4-34 P.M.

JOSEPH F. CONNERY, RECORDER

This Indenture Made and entered into this Twelfth (12th) day of August in the year of our Lord One Thousand Eight Hundred and Seventy-eight between "The Catholic Bishop of Chicago" of the County of Cook and State of Illinois, party of the first part and Anthony McGeoghagan of same place party of the second part,

Witnesseth, That the said party of the first part, for and in consideration of the sum of Thirty-five (35) Dollars to the said party of the first part, ^{paid} the receipt whereof is hereby acknowledged, has (subject to the regulations and stipulations hereinafter mentioned) granted, bargained and sold, and by these presents does grant, bargain and sell, unto the said party of the second part, a certain lot or parcel of ground, situate in Calvary Cemetery, in the said County, a Plat of which Cemetery is filed in the Office of the Recorder of Deeds for said County in Book 151 of Maps on Page 14, being Lot Thirty-seven (37) of Block Two (2) of Section K according to a Subdivision of said Cemetery, now in the Office of said Cemetery and to be Recorded in the said Recorder's Office.

To have and to hold the same unto the said party of the second part his heirs or assigns forever, subject to the following conditions and stipulations to-wit:

1st. That the aforesaid lot or parcel of ground shall be used only as a place of burial for the dead. The grade of each and every lot shall be determined by the said party of the first part.

2d. The owner of the said lot may enclose the same with a curbstone or iron fence, not more than eighteen inches high, which shall be placed within the line of said lot. No wooden enclosures will be allowed on said lot.

3d. The proprietor of said lot shall preserve the land marks of the same at his own expense.

4th. Persons not entitled to the rites of Christian Burial according to the discipline of the Catholic Church, shall not be interred in said lot.

5th. No interment in said lot shall be permitted, nor conducted, contrary to the discipline and rules of the Catholic Church, nor to the regulations of the Catholic Diocese of Chicago, as the same may from time to time be established. And no funeral, accompanied by the members of any secret society wearing their regalia, or carrying banners will be admitted to the Cemetery.

6th. The proprietor of said lot shall be entitled to use said lot for a reinterment.

7th. The proprietor of said lot shall have a right to erect tomb stones, monuments or other sepulchral structures, all of which shall be properly set in masonry, and to cultivate trees, shrubs and plants on the same, but no tree growing within said lot or border shall be cut down or destroyed, without the consent of the party of the first part.

EXHIBIT D

THIS AGREEMENT, Made this 9th day of May

1914, between the CHICAGO UNION TRANSFER RAILWAY COMPANY (hereinafter for convenience called the "Transfer Company"), party of the first part, the CHICAGO PEORIA & WESTERN RAILWAY COMPANY (hereinafter for convenience called the "Peoria Company"), party of the second part, the CHICAGO TRANSFER & CLEARING COMPANY (hereinafter for convenience called the "Clearing Company"), party of the third part, and CHICAGO TITLE AND TRUST COMPANY, as Trustee, under the provisions of a trust agreement dated the first day of April, A.D.1908, and known as Trust No.3415, (hereinafter for convenience called the "Trust Company"), party of the fourth part; W I T N E S S E T H :

THAT for and in consideration of the mutual covenants and agreements herein contained, and the further sum of one dollar (\$1.00) this day paid by each of the parties hereto to the other, receipt of which is hereby acknowledged, the parties hereto do hereby agree with each other as follows, to-wit:

1. The Peoria Company, during the life of this contract, hereby grants to the Transfer Company, its lessees and assigns, all rights which said Peoria Company possesses for the use, control and operation of that certain railroad track running from "A" to "B" on the blue print hereto attached marked Exhibit "A" and made a part hereof, including as a part thereof the crossing of the right of way and tracks of the Baltimore & Ohio Terminal Railroad Company as shown on said blue print. Said grant is made free and clear of all restrictions touching the use of said track which the said Peoria Company has or may have the right to impose, and said grant is made for any and all railroad purposes and uses whatsoever.

2. The cost of the construction of said railroad track has been ascertained, determined and agreed upon between the parties hereto as being the sum of thirty-four thousand eight hundred twenty-eight dollars and forty cents (\$34,828.40). During the

-2-

life of this contract the Transfer Company agree to pay to the Peoria Company as rental for the use of said track at the rate of five (5) per cent. per annum upon said above mentioned sum of \$34,828.40, and in addition thereto, at the rate of five (5) per cent. per annum upon any sum which may hereafter be expended by the Peoria Company for permanent betterments and improvements on said track.

3. No permanent betterments or improvements shall be made upon said track except by the mutual agreement of the engineers or other duly authorized representatives of the Peoria Company and the Transfer Company, which said agreement shall be evidenced in writing and signed by said Peoria Company and said Transfer Company.

Said payments shall be made by said Transfer Company to said Peoria Company on or before the fifteenth day of each calendar month during the life of this contract.

4. During the life of this contract the Transfer Company shall have the exclusive control and operation of said track and shall pay the entire cost of the management, operation, maintenance, repair and renewal thereof, including taxes and assessments which may be levied or assessed on the property hereby leased, and also the entire cost of the management, operation, maintenance, repair and renewal of such permanent improvements and betterments as may hereafter be made under the joint agreement of the parties as set forth in subdivision 3 hereof.

5. Either the Transfer Company or the Clearing Company may cancel and terminate this agreement and all the rights and obligations created hereby, by giving a twelve month's notice in writing to each of the other parties hereto of its election so to do. In case of any such cancellation, each of the parties hereto shall be respectively restored to their respective rights and privileges as they existed prior to the execution of this agreement.

-3-

6. The Transfer Company covenants and agrees not to do or permit to be done any act or acts with respect to the property demised hereby which may operate to terminate or forfeit the rights of said Peoria Company in said demised property.

7. The Trust Company and the Clearing Company hereby specifically agree that if and when this contract is cancelled and terminated under paragraph 5 hereof, then and in such event said Peoria Company and said Transfer Company shall be respectively restored to the rights, privileges and obligations as they existed previous to the execution of this agreement.

8. The Transfer Company shall not convey or assign, or attempt to convey or assign all or any part of the rights herein granted without the written consent of the Peoria Company first had and obtained.

9. The Trust Company and the Clearing Company hereby consent to the grant aforesaid by the Peoria Company to the Transfer Company and agree to each, every and all of the provisions and conditions herein contained, but neither the Trust Company nor the Clearing Company by the execution of this instrument, assumed any obligation with respect to the performance of any or either of the agreements of either the Peoria Company or the Transfer Company.

10. Nothing herein contained shall be construed as being a restriction or limitation of any of the rights or privileges which the Clearing Company or the Trust Company may possess with respect to the use of said track running from "A" to "B" aforesaid.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in quadruplicate by their respective

-4-

officers and their respective corporate seals to be hereunto
affixed, the day and year first above written.

CHICAGO UNION TRAMWAY RAILWAY COMPANY,

By

L. J. Lawrence
President.

ATTEST:

W. H. Hubbard
Secretary.

CHICAGO, PEORIA & WESTERN RAILWAY COMPANY,

By

M. Gantt
President.

ATTEST:

E. M. Campbell
Secretary.

CHICAGO TRANSFER & CLEARING COMPANY,

By

Hayt King
Vice-President.

ATTEST:

W. H. Hubbard
Secretary.

CHICAGO TITLE AND TRUST COMPANY,
As Trustee of said record.

By

A. J. McLaughlin
President.

ATTEST:

John H. Day
Asst. Secretary.

W. H. as to form
John H. Day
R. M. S.

Entered in Contract Book
Folio 61

Subject:
Chicago (Chicago)

Parties:
Chicago & Western
Chicago & Western
Chicago & Western

AGREEMENT - May 9, 1910

CHICAGO UNION TRANSFER RAILWAY CO. (TRANSFER CO.) (FIRST OF FIRST PART)

CHICAGO UNION TRANSFER RAILWAY CO. (TRANSFER CO.) (SECOND PART)

CHICAGO TRANSFER & CARRIAGE CO. (CARRIAGE CO.) (THIRD PART)

CHICAGO TITLE & TRUST CO. (TRUST CO.) (FOURTH PART)

TRUST CO. (TRUST CO.) (FOURTH PART)

FROM JAMES TO TRANSFER CO. ALL ITS RIGHTS FOR USE, CONTROL AND

OPERATION OF A CERTAIN RAILROAD TRUCK RAILWAY LINE A-10-13

ON THE ATTACHED DRAFT. THESE CO. 3400

BEING LIES OF CARRIAGE TRANSFER HAS EXCLUSIVE CONTROL

2. EITHER TRANSFER CO. OR CARRIAGE CO. MAY CANCEL THE AGREEMENT

ON 12 MONTHS NOTICE TO THE PARTIES. ALL PARTIES THEREOF

THEIR RESPECTIVE RIGHTS BACK.

3. TRANSFER CO. MUST HAVE SUFFICIENT FUNDING OF FUND TO ASSESS ANYTHING

TRUST CO. & CARRIAGE CO. IN ORDER TO TRUST AGREEMENT.

EXHIBIT A TO
BIO AGREEMENT

EXHIBIT A

EXHIBIT A-5/4/1910

ARM

Range 12 E
Range 13 E

E. H. 300 PA

Scale 1:2000

CORN PRODUCTS

REFINING CO.

ASBESTOS

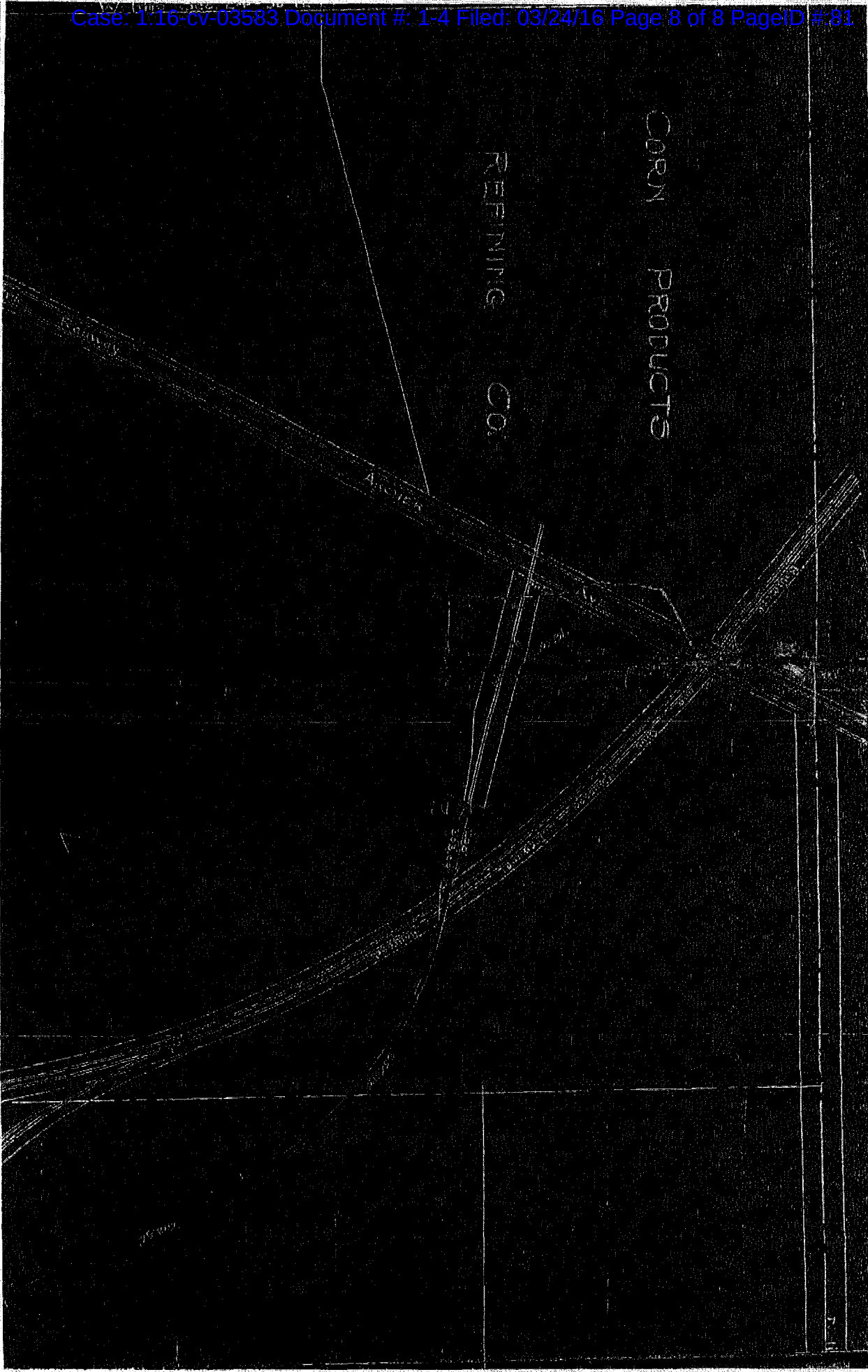


EXHIBIT E

SECRETARY'S FILE

NO. 24

INDENTURE

CHICAGO UNION TRANSFER
RAILWAY COMPANY

TO

BANKERS TRUST COMPANY
Trustee

UNDER FIRST AND REFUNDING MORTGAGE OF
CHICAGO AND WESTERN INDIANA
RAILROAD COMPANY, DATED
SEPTEMBER 2, 1912

DATED SEPTEMBER 30, 1912

This Indenture, dated the 30th day of September, 1912, by and between CHICAGO UNION TRANSFER RAILWAY COMPANY, a corporation of the State of Illinois (hereinafter called the Grantor), of the first part, and BANKERS TRUST COMPANY, a corporation of the State of New York, as Trustee under the First and Refunding Mortgage of Chicago and Western Indiana Railroad Company, dated September 2, 1912 (hereinafter called the Trustee), of the second part,

WITNESSETH:

WHEREAS, Chicago and Western Indiana Railroad Company, a corporation organized and existing under the laws of the State of Illinois (hereinafter called the Railroad Company), for the purpose of completing, finishing, improving and operating its railway, has heretofore created its First and Refunding Mortgage, dated September 2, 1912, to Bankers Trust Company, Trustee, to secure an issue of obligations for an aggregate principal sum not exceeding \$200,000,000, at any one time outstanding, and out of the proceeds of the sale of certain of said obligations has paid the purchase price of the lines of railroad, railroad property, facilities, corporate rights and franchises hereinafter described, and has agreed that said lines of railroad, railroad property, facilities, corporate rights and franchises shall be conveyed to the Trustee upon the trusts of said mortgage as and for additional security for all of the obligations issued and to be issued thereunder, by an instrument or instruments which shall vest in the Trustee upon

the trusts of said mortgage, and as and for such additional security, a first lien upon all such lines of railroad, railroad property, facilities, corporate rights and franchises, and which, subject to the lien of said mortgage, shall vest in the Railroad Company all the remaining right, title and interest in such lines of railroad, railroad property, facilities, corporate rights and franchises:

Now, ~~therefore~~, in consideration of the premises, and of the issue of said obligations, and of the payment to or upon the order of the Grantor of \$4,400,000, out of the proceeds of the sale of certain of said obligations, receipt whereof is hereby acknowledged, and to establish and create a first lien to secure the payment of the principal and interest of all obligations of the Railroad Company at any time issued and outstanding under and secured by said First and Refunding Mortgage of the Railroad Company, according to their tenor and effect, and to secure the performance of all the covenants and conditions in said obligations and mortgage contained, said Grantor, Chicago Union Transfer Railway Company, has granted, bargained, sold, aliened, remised, released, conveyed, confirmed, assigned, transferred, mortgaged and warranted, and by these presents does grant, bargain, sell, alien, remise, release, convey, confirm, assign, transfer, mortgage and warrant unto the Trustee, party of the second part hereto, and its successors and assigns, all and singular the following described property, to-wit:

All of the lines of railroad, the clearing yard and other railroad property and facilities, situated in the County of Cook, in the State of Illinois, and described as follows:

(1) That certain line of railroad owned by the Grantor extending from a connection with the railroad of the Baltimore and Ohio Chicago Terminal Railroad Company, in Section Twenty-four (24), Township Thirty-eight (38) North, of Range Twelve (12), east of the Third Principal Meridian, thence eastward about three and one-half (3½) miles to the right of way of the Belt Line, thence north, parallel with the right of way of the Belt Line, a distance of about one and one-half (1½) miles, to the point where the railroad of the Grantor crosses the Belt Line, thence in a northeasterly direction about two (2) miles, to a connection with the Atchison, Topeka and Santa Fe Railway, in Section Eleven (11), Township Thirty-eight (38) North, of Range Thirteen (13), East of the Third Principal Meridian.

(2) The following described real estate owned by the Grantor, and including the right of way on which its railroad and clearing yard are located, to-wit:

The north half of the southeast quarter (except one and twelve-hundredths acres (1.12) heretofore conveyed to the Chicago & Calumet Terminal Railroad) in Section twenty-four (24), Township thirty-eight (38) North, Range twelve (12) East. Containing eighty and fourteen one-hundredths (80.14) acres, more or less.

Also the south one hundred (100) feet of the east half of the northeast quarter of Section twenty-four (24) aforesaid. Containing three and five one-hundredths (3.05) acres, more or less.

Also the triangular piece of land in the north half of Section twenty-four (24) aforesaid, described as follows: Beginning at a point in the southeast corner of the west half of the northeast quarter of said Section twenty-four (24), thence north one hundred eight and three-tenths (108.3) feet along the east line of said west half of the northeast quarter of said Section twenty-four (24), thence west one hundred forty-six and three-tenths (146.3) feet parallel to and one hundred eight and three-tenths (108.3) feet north from the east and west center line of said Section twenty-four (24), thence northwest-

erly on a curved line to the right with a radius of eleven hundred twenty and sixteen one-hundredths (1120.16) feet a distance of seven hundred eighty-five and six-tenths (785.6) feet, more or less, thence northwesterly on a tangent to said curved line a distance of two hundred twenty-eight and five-tenths (228.5) feet, thence continuing northwesterly on a curved line to the right with a radius of thirteen hundred seventy-five and four-tenths (1375.4) feet a distance of six hundred and forty-four (644) feet, more or less, to a point on the east right of way line of the Chicago Terminal Transfer Railroad Company, thence southeasterly and south along said east line of right of way of the Chicago Terminal Transfer Railroad Company a distance of one thousand and forty and six-tenths (1040.6) feet to the east and west center line of said Section Twenty-four (24), thence east along said east and west center line of said Section twenty-four (24) a distance of twelve hundred ninety and seven-tenths (1290.7) feet to the place of beginning. Containing ten (10) acres, more or less.

The south half of Section nineteen (19), Township thirty-eight (38) North, Range thirteen (13) East. Containing three hundred twenty-six and sixty-one one-hundredths (326.61) acres, more or less.

Also that part of the northwest quarter of Section nineteen (19) aforesaid described as follows: The south seventy-one and two-tenths (71.2) feet of the west one thousand and hundred (1100) feet of the said Northwest quarter. Containing one and eight-tenths (1.8) acres, more or less.

The south half of Section twenty (20), Township thirty-eight (38) North, Range thirteen (13) East. Containing three hundred twenty-three and sixty-seven one-hundredths (323.67) acres, more or less.

The south half of Section twenty-one (21), Township thirty-eight (38) North, Range thirteen (13) East. Containing three hundred twenty-one and sixty-nine one-hundredths (321.69) acres, more or less.

Also that part of the northeast quarter of Section twenty-one (21) aforesaid, described as commencing at a point in the south line thereof five hundred five (505) feet west of the southeast corner thereof, thence east along said south line four hundred seventy-two (472) feet, thence north two hundred and seventy-two (272)

feet parallel with and thirty-three (33) feet distant from the east line thereof, thence southwesterly along the circumference of a circle of six hundred sixty-seven (667) feet radius, convex to the southeast, to the place of beginning. Containing ninety-eight one-hundredths (.98) of an acre, more or less.

Also the right, title and interest of the Grantor (which right, title and interest were acquired under the law of Eminent Domain), in and to the west half of the southwest quarter of Section twenty-two (22), Township thirty-eight (38) North, Range thirteen (13) East, except the east thirty-three (33) feet thereof, being the right of way of the Belt Railway of Chicago. Containing seventy-nine and eighteen one-hundredths (79.18) acres, more or less.

Also the west one hundred (100) feet of the east one hundred thirty-three (133) feet of the west half of the northwest quarter of Section twenty-two (22) aforesaid. Containing six and one-tenth (6.1) acres, more or less.

Also the west one hundred (100) feet of the east one hundred thirty-three (133) feet of the west half of the southwest quarter of Section fifteen (15), Township thirty-eight (38) North, Range thirteen (13) East. Containing six and one-tenth (6.1) acres, more or less.

Also the west one hundred (100) feet of the east one hundred thirty-three (133) feet of the south three-quarters of the west half of the northwest quarter of Section fifteen (15) aforesaid. Containing four and fifty-seven one-hundredths (4.57) acres, more or less.

Also that part of the south three-quarters of the west half of the northwest quarter of Section fifteen (15) aforesaid which lies west of the east one hundred thirty-three (133) feet thereof and north of a line nine hundred and seventeen (917) feet south of the north line of said Section fifteen (15) and east of the circumference of a circle whose radius is nine hundred fifty (950) feet, and whose center lies nine hundred seventeen (917) feet south of the north line of said Section fifteen (15), and one thousand eighty-three (1083) feet west of the east line of the west half of the northwest quarter thereof. Containing one-tenth (0.1) of an acre, more or less.

Also lots one (1), two (2), three (3), four (4), forty-seven (47), forty-eight (48), forty-nine (49), fifty (50), fifty-one (51), fifty-two (52), fifty-three (53), fifty-four

(54), ninety-seven (97), ninety-eight (98), ninety-nine (99) and one hundred (100) in Wilson's Subdivision of the northeast quarter of the northwest quarter of the northwest quarter of Section fifteen (15) aforesaid. Containing one and eleven one-hundredths (1.11) acres, more or less.

Also the north six hundred forty-four and nineteen hundredths (644.19) feet of the south six hundred eighty-four and nineteen hundredths (684.19) feet of the west fifty (50) feet of the east one hundred eighty-three (183) feet of the west half of the southwest quarter of Section fifteen (15) aforesaid. Containing seventy-four one-hundredths (.74) of an acre, more or less.

Also that part of the southwest quarter of the southwest quarter of Section ten (10), Township thirty-eight (38) North, Range thirteen (13) East described as follows: Beginning at the intersection of the westerly right of way line of the Belt Railway of Chicago with the north line of Fifty-fifth street, thence north along said right of way line one hundred twenty-five (125) feet, thence southwesterly at an angle of twenty-eight degrees and forty-eight minutes (28° 48') one hundred thirty-four and seven-tenths (134.7) feet to a point fifty (50) feet west of the point of beginning, thence east fifty (50) feet to the point of beginning. Containing seven one-hundredths (.07) of an acre, more or less.

Also that part of Section ten (10) aforesaid described as follows: Beginning at a point on the east line of the west three-quarters of the southeast quarter of the southwest quarter of said Section ten (10) one thousand eighty-one and one-tenth (1081.1) feet north of the southeast corner thereof, thence southwesterly in the straight line one thousand eighty-five and two-tenths (1085.2) feet to a point thirty-three (33) feet east of the west line thereof, and five hundred eighty-five and four-tenths (585.4) feet north of the south line thereof, thence south five hundred fifty-two and four-tenths (552.4) feet on a line parallel with the west line thereof and thirty-three (33) feet distant therefrom to a point thirty-three (33) feet north of the south line thereof, thence northeasterly on a curved line, with a radius of one thousand and ninety-six (1096) feet, convex to the northwest nine hundred sixty (960) feet to a point of tangent distant one hundred (100) feet

southeasterly from the first described southwesterly line, thence northeasterly in a straight line parallel with said first described line four hundred forty and nine-tenths (440.9) feet to a point on the east line of said west three-quarters of the southeast quarter of the southwest quarter nine hundred sixty-nine and one-tenth (969.1) feet north of the southeast corner thereof, thence north along said east line one hundred twelve (112) feet to the place of beginning, excepting therefrom a strip of land twenty (20) feet in width, being the easterly twenty (20) feet of that part lying between the south line of the right of way of the Indiana Harbor Belt Railroad and the east line of the right of way of the Belt Railway of Chicago. Containing three and forty-four one-hundredths (3.44) acres, more or less.

Also a strip of land across the east quarter of the southeast quarter of the southwest quarter of Section ten (10) aforesaid described as follows: Beginning at a point in the east line of said southwest quarter eighty and three-tenths (80.3) feet south of the northeast corner of said southeast quarter of the southwest quarter, thence southwesterly in a straight line three hundred seventy-three and six-tenths (373.6) feet to a point in the west line of the east one-quarter of the southeast quarter of the southwest quarter aforesaid, two hundred fifty and sixty-three hundredths (250.63) feet south of the north line of said southeast quarter of the southwest quarter. Thence south one hundred twelve (112) feet along said west line, thence northeasterly in a straight line three hundred seventy-three and six-tenths (373.6) feet to a point in the east line of said southwest quarter one hundred ninety-two and three-tenths (192.3) feet south of the northeast corner of the southeast quarter of the southwest quarter aforesaid, thence north one hundred and twelve (112) feet to the place of beginning. Containing eighty-six one-hundredths (.86) of an acre, more or less.

Also lots one (1), two (2), three (3), forty-three (43), forty-four (44), forty-five (45), forty-six (46), forty-seven (47), and forty-eight (48) in block one (1) in Davis and Todd's Subdivision of the west half of the west half of the southwest quarter of the southeast quarter of Section ten (10) aforesaid. Containing sixty-five one-hundredths (.65) of an acre, more or less.

Also the south ninety (90) feet of the east half of the

west half of the southwest quarter of the northwest quarter of the southeast quarter of Section ten (10) aforesaid; the south two hundred sixty-four (264) feet of the east half of the southwest quarter of the northwest quarter of the southeast quarter of Section ten (10) aforesaid; the north two hundred eighty (280) feet of the south four hundred thirty-two (432) feet of the west half, and the south two hundred eighty (280) feet of the north three hundred forty-six (346) feet of the east half of the southeast quarter of the northwest quarter of the southeast quarter of Section ten (10) aforesaid. Containing six and sixty-six one-hundredths (6.66) acres, more or less.

Also a strip of land one hundred (100) feet in width across the northeast quarter of the southeast quarter of Section ten (10) aforesaid described as follows: Beginning at a point on the west line of the northeast quarter of the southeast quarter of said Section ten (10), seven hundred and thirty-three (733) feet south of the northwest corner of the northeast quarter of the southeast quarter of said Section ten (10); thence northeasterly in a straight line to a point on the east line of said Section ten (10), fifty-four and seventy-six hundredths (54.76) feet south of the northeast corner of the southeast quarter of Section ten (10); thence south along the east line of said Section ten (10), one hundred and twelve (112) feet; thence southwesterly parallel with and distant one hundred (100) feet from said northeasterly line to a point in the west line of the northeast quarter of the southeast quarter of said Section ten (10), eight hundred and forty-five (845) feet south of the northwest corner of the northeast quarter of the southeast quarter of said Section ten (10); thence north one hundred twelve (112) feet to the place of beginning. Containing three and forty-two one-hundredths (3.42) acres, more or less.

Also that part of the west half of the west half of the northwest quarter of the southwest quarter of Section eleven (11), Township thirty-eight (38) North, Range thirteen (13) East, described as follows: Beginning at a point thirty-three (33) feet south of the north line and sixty-nine (69) feet west of the east line thereof, thence west parallel with and thirty-three (33) feet from said north line two hundred thirty-two (232) feet, thence south parallel with and thirty-three (33) feet from the west line thereof one hundred twenty-five (125) feet,

thence east parallel with said north line one hundred thirty-four (134) feet, thence north parallel with said west line seventy-five (75) feet, thence northeasterly in a straight line one hundred twenty-one (121) feet to the point of beginning. Containing forty-four one-hundredths (.44) of an acre, more or less.

Also eight-fifteenths, and all the right, title and interest of the Grantor (which right, title and interest were acquired under the law of Eminent Domain) in and to the remaining seven-fifteenths of the strip of land one hundred (100) feet in width through the southwest quarter of the northwest quarter of Section eleven (11) aforesaid described as follows: Beginning at a point on the south line of the southwest quarter of the northwest quarter of said Section eleven (11) one hundred eight and four-tenths (108.4) feet east of the west line of said Section, thence northeasterly in a straight line thirteen hundred seventy-four and fifteen hundredths (1374.15) feet to a point on the east line of the southwest quarter of the northwest quarter of said section, which point is six hundred nineteen and fifty-eight hundredths (619.58) feet north of the southeast corner of the southwest quarter of the northwest quarter of said section, thence south along said east line one hundred twelve (112) feet, thence southwesterly in a straight line parallel with and one hundred (100) feet distant from said northeasterly line eleven hundred twenty-five and seventy-five hundredths (1125.75) feet to a point on the south line of the northwest quarter of said section three hundred thirty and two-tenths (330.2) feet east of the west line of said section, thence west on said south line of the northwest quarter of said section two hundred twenty-one and eight-tenths (221.8) feet to the place of beginning. Containing two and eighty-seven one-hundredths (2.87) acres, more or less.

Also a part of the west quarter of the southeast quarter of the northwest quarter of Section eleven (11) aforesaid, described as follows: Beginning at a point on the west line of the southeast quarter of the northwest quarter of said Section eleven (11) one hundred ninety-three (193) feet south of the southwest corner of the northwest quarter of the southeast quarter of the northwest quarter of said section, thence north along the west line of the southeast quarter of the northwest quarter of said section three hundred twenty-six (326) feet, thence at

right angles eastward to the east line of the west half of the west half of the southeast quarter of the northwest quarter of said section, thence south along said east line three hundred twenty-six (326) feet, thence west to the place of beginning. Containing two and fifty-three one-hundredths (2.53) acres, more or less.

Also that part of the north four-fifths of the east half of the northwest quarter of the southeast quarter of the northwest quarter of Section eleven (11) aforesaid, described as follows: Beginning at a point on the south line thereof thirty-three (33) feet east of the southwest corner thereof, thence east along said south line to the southeast corner thereof, thence north along the east line thereof one hundred fifty-two and five-tenths (152.5) feet, thence southwesterly in a straight line to the place of beginning. Containing forty-nine one-hundredths (.49) of an acre, more or less.

Also lots one (1), two (2), five (5), six (6), seven (7) and eight (8) in the subdivision of the south one-fifth of the east half of the northwest quarter of the southeast quarter of the northwest quarter of Section eleven (11) aforesaid. Containing forty-three one-hundredths (.43) of an acre, more or less.

Also two (2) pieces of land in the south half of the east half of the east half of the northwest quarter of Section eleven (11) aforesaid, described as follows: Beginning at a point on the west line of the east half of the east half of the northwest quarter of said section four hundred eighty-eight and eight-tenths (488.8) feet south of the east and west center line of the northwest quarter of said Section eleven (11), thence north along the west line of the east half of the east half of the northwest quarter of said section one hundred twelve (112) feet, thence northeasterly to a point in the east and west center line of said northwest quarter three hundred thirty-two (332) feet east of the west line of the east half of the east half of said northwest quarter; thence east along said east and west center line to the intersection of said center line with the west line of the right of way of the Atchison, Topeka & Santa Fe Railway, said intersection being one hundred sixteen (116) feet, more or less, west of the east line of the northwest quarter of said section, thence south along said west right of way line to the north line of the right of way of the Indiana Harbor Belt Railroad, thence southwesterly by a curved

line along the northwesterly line of the right of way of said Indiana Harbor Belt Railroad to a point on the northwesterly line of said right of way four hundred eighty-eight and eight-tenths (488.8) feet south of the east and west center line of said northwest quarter and one hundred ten (110) feet east of the west line of the east half of the east half of the northwest quarter of said section, thence west one hundred ten (110) feet to the place of beginning. Also beginning at a point where the west line of the right of way of the Atchison, Topeka & Santa Fe Railway intersects with the south line of the right of way of the Indiana Harbor Belt Railroad, which point is one hundred eleven (111) feet south of the east and west center line of the northwest quarter of said section and one hundred sixteen (116) feet, more or less, west of the east line of the northwest quarter of said section, thence south along the west line of the right of way of the Atchison, Topeka & Santa Fe Railway one hundred fifteen (115) feet, thence southwesterly by a straight line at an angle of sixty-three degrees twenty-one minutes (63° 21') with said west line of the right of way of the Atchison, Topeka & Santa Fe Railway three hundred sixty-six (366) feet more or less to the easterly line of the right of way of the Indiana Harbor Belt Railroad, thence northeasterly by a curved line along the easterly and southerly line of the right of way of the Indiana Harbor Belt Railroad to its intersection with the west line of the right of way of the Atchison, Topeka & Santa Fe Railway, being the point of beginning. Containing two and five-tenths (2.5) acres, more or less.

Also a parcel of land in the north half of the east half of the east half of the northwest quarter of Section eleven (11) aforesaid, described as follows: Beginning at a point on the west line of the right of way of the Atchison, Topeka & Santa Fe Railway, which point is one hundred sixteen (116) feet west from the north and south center line of said section and four hundred forty-nine (449) feet north from the east and west center line of the northwest quarter of said section, thence south parallel with and one hundred sixteen (116) feet west from the north and south center line of said section four hundred forty-nine (449) feet to the east and west center line of the northwest quarter of said section, thence west along said east and west center line two hundred twenty (220) feet,

thence northeasterly by a straight line to the place of beginning. Containing one and one-tenth (1.1) acres, more or less.

Also that part of the east half of the southeast quarter of Section twenty-five (25), Township thirty-eight (38) North, Range twelve (12) East, described as follows: Beginning at a point in the east line of said southeast quarter one hundred seventeen (117) feet north of the south line thereof, thence west parallel with said south line nine hundred twenty-five (925) feet, thence north fifteen (15) feet, thence northeasterly along the circumference of a circle whose radius is nine hundred sixty-three (963) feet and whose center is ten hundred ninety-five (1095) feet north of the south line and nine hundred twenty-five (925) feet west of the east line of said section to a point on the east line thereof eight hundred twenty-seven (827) feet north of the south line thereof, thence south seven hundred ten (710) feet to the place of beginning. Containing four and twenty-one one-hundredths (4.21) acres, more or less.

Also the north eighty-four (84) feet of the south one hundred seventeen (117) feet of the east half of the southeast quarter of Section twenty-five (25) aforesaid. Containing two and fifty-five one-hundredths (2.55) acres, more or less.

Also the right, title and interest of the Grantor, acquired under the law of Eminent Domain, in and to a part of the west half of the southeast quarter of Section twenty-five (25) aforesaid, described as follows: Beginning at a point in the east line thereof thirty-three (33) feet north of the south line thereof, thence west along a line thirty-three (33) feet north of said south line and parallel therewith twelve hundred eighty-seven (1287) feet, more or less, to the east line of the right of way of the Baltimore & Ohio Chicago Terminal Railroad, thence north along the east line of said right of way twenty-six hundred seven (2607) feet, more or less, to the north line of said southeast quarter, thence east thirty-three (33) feet, thence south on a line parallel with the east line of said right of way and thirty-three (33) feet therefrom fifteen hundred seventeen (1517) feet, more or less, to a point ten hundred ninety (1090) feet north of the south line of said section, thence east four (4) feet, thence southeasterly on a curved line with a radius of nine hundred sixty-three (963) feet to a point ten hundred

thirty-three (1033) feet east of the west line and one hundred twenty-seven (127) feet north of the south line of said southeast quarter, thence south five (5) feet, thence east parallel to the said south line and one hundred twenty-two (122) feet north therefrom, two hundred ninety-one (291) feet, more or less, to the east line of the west half of said southeast quarter, thence south eighty-nine (89) feet, to the place of beginning. Containing nine and twenty-seven one-hundredths (9.27) acres, more or less.

Also, all right, title, and interest of the Grantor (which right, title and interest were acquired under the law of Eminent Domain), in and to that part of the west half of the northwest quarter of Section thirty (30), Township thirty-eight (38) North, Range thirteen (13) East, described as follows: Beginning at a point on the north line of said Section thirty-three (33) feet east of the west line thereof, thence east seventy-one and seven-tenths (71.7) feet, thence south in a straight line twenty-six hundred sixty-six and seventeen hundredths (2666.17) feet, more or less, to a point in the south line of the west half of the said northwest quarter one hundred ten and eighty-five hundredths (110.85) feet east of the west line thereof, thence west seventy-seven and eighty-five hundredths (77.85) feet, thence north in a straight line to the place of beginning. Containing four and six-tenths (4.6) acres, more or less.

Also that part of the west half of the southwest quarter of Section thirty (30) aforesaid, described as follows: Beginning at the northwest corner of said southwest quarter, thence south along the west line thereof to a point thirty-three (33) feet north of the south line thereof, thence east parallel with said south line and thirty-three (33) feet therefrom one hundred fourteen and five-tenths (114.5) feet, thence north parallel to and one hundred fourteen and five-tenths (114.5) feet from the west line thereof ten hundred fifty-two (1052) feet, thence north in a straight line to a point in the north line thereof one hundred ten and eighty-five hundredths (110.85) feet east of the northwest corner thereof, thence west to the place of beginning. Containing six and eighty-five one-hundredths (6.85) acres, more or less.

Also a strip of land in the northeast quarter of the

northeast quarter of Section twenty-eight (28), Township thirty-eight (38) North, Range thirteen (13) East, described as follows: Beginning at a point in the north line of said Section, thirty-three (33) feet west of the northeast corner thereof, thence southerly parallel with and thirty-three (33) feet west from the east line of said Section thirteen hundred thirty-seven and five-tenths (1337.5) feet to a point in the south line of the northeast quarter of the northeast quarter aforesaid, thence west seventy-eight (78) feet, thence northerly in a straight line to a point in the north line of said section one hundred seven and four-tenths (107.4) feet west of the northeast corner thereof, thence east along said north line seventy-four and four-tenths (74.4) feet to the place of beginning. Containing two and thirty-four one-hundredths (2.34) acres, more or less.

Also a strip of land in the southeast quarter of the northeast quarter of Section twenty-eight (28) aforesaid, described as follows: Beginning at a point in the north line of said southeast quarter of the northeast quarter thirty-three (33) feet west of the northeast corner thereof, thence south parallel with the east line thereof thirteen hundred thirty-seven and five-tenths (1337.5) feet to the south line thereof, thence west along said south line thereof eighty-one and eight-tenths (81.8) feet, thence northerly in a straight line to a point in the north line of said southeast quarter of the northeast quarter one hundred eleven (111) feet west of the northeast corner thereof, thence east along the north line thereof to the place of beginning. Containing two and forty-five one-hundredths (2.45) acres, more or less.

Also a strip of land in the north half of the northeast quarter of the northeast quarter of the southeast quarter of Section twenty-eight (28) aforesaid, described as follows: Beginning at a point in the north line thereof thirty-three (33) feet west of the northeast corner thereof, thence south parallel with the east line thereof to a point in the south line thereof, thence west along said south line eighty-two and seven-tenths (82.7) feet, thence north in a straight line to a point in the north line thereof one hundred fourteen and eight-tenths (114.8) feet west of the northeast corner thereof, thence east eighty-one and eight-tenths (81.8) feet to the place of beginning.

Containing sixty-two one-hundredths (.62) of an acre, more or less.

Also a strip of land in the southwest quarter of Section twenty-seven (27), Township thirty-eight (38) North, Range thirteen (13) East, seventy-four (74) feet in width, being thirty-seven (37) feet on each side of a center line described as follows: Beginning at a point thirty-three (33) feet east of the west line and seventy (70) feet north of the south line of said southwest quarter, thence east parallel with said south line, two hundred ninety-five and twenty-five hundredths (295.25) feet to a point of curve, thence on a curved line convex to the southeast with radius of one thousand (1000) feet fifteen hundred sixty-nine and five-tenths (1569.5) feet, more or less, to a point in the east line of the west half of said southwest quarter, thence north along said east line two hundred sixty-four and five-tenths (264.5) feet to the southeast corner of the north, west quarter of said southwest quarter. Also the east thirty-seven (37) feet of the northwest quarter of said southwest quarter. Also a tract of land in the northeast quarter of said southwest quarter described as follows: Beginning at the northeast corner of the west fourteen (14) acres thereof, thence east along the north line of said southwest quarter to a point one thousand (1000) feet east of the west line of the northeast quarter of the southwest quarter aforesaid, thence south forty-one (41) feet, thence southwesterly on a curved line convex to the northwest with a radius of nine hundred thirty-nine (939) feet five hundred eighty-three and three-tenths (583.3) feet, more or less, to a point in the east line of the said fourteen (14) acre tract, thence north on said east line two hundred sixteen and five-tenths (216.5) feet to the place of beginning. Containing five and ninety-four one-hundredths (5.94) acres, more or less.

Also a tract of land in the northwest quarter of Section twenty-seven (27) aforesaid, described as follows: Beginning at a point in the north line of said northwest quarter thirty-three (33) feet west of the east line of the west half of said northwest quarter, thence west along said north line three hundred thirteen and five-tenths (313.5) feet, thence southeasterly on a curved line convex north-east with radius of four hundred seventy-eight and three-

tenths (478.3) feet to a point of tangent four hundred forty-one and ninety-seven hundredths (441.97) feet south of the north line and forty-six (46) feet west of the east line of the west half of said northwest quarter, thence south on a line parallel to said east line twenty-two hundred twenty-eight and seventy-eight hundredths (2228.78) feet, more or less, to the south line of said northwest quarter, thence east on said south line one thousand forty-two and twenty-seven hundredths (1042.27) feet to a point of tangent, thence northwesterly on a curved line convex southwest with radius of one thousand thirty-three (1033) feet to a point of tangent thirty-three (33) feet west of the east line and one thousand twenty-nine and twenty-two hundredths (1029.22) feet north of the south line of the said west half of the northwest quarter, thence north on a line parallel to and thirty-three (33) feet west of the east line aforesaid sixteen hundred forty-one and fifty-three hundredths (1641.53) feet, more or less, to the place of beginning. Containing six and eighty-seven one hundredths (6.87) acres, more or less.

Said tracts of land, described above, aggregating in area one thousand two hundred thirty-seven (1237) acres, more or less.

Together with all the right, title and interest of the Grantor in and to any reversionary rights or interests, in and to any present or former streets and alleys, included within the boundaries of the afore-described properties, or bounding any of said tracts of land; *subject, however*, to the rights, if any, of the public in any such streets or alleys.

(3) The clearing yard, power house, round house, office building and all other structures of every kind and description owned by the Grantor and situate upon said real estate, or any part thereof.

(4) The following described rolling stock and equipment owned by the Grantor:

- 12 Locomotives,
- 12 Box Cars,

- 5 Flat Cars,
- 1 Idler,
- 4 Coal Cars,
- 1 Wrecking Derrick and Equipment,
- 1 Tool Car,
- 1 Track Laying Car,
- 2 Hand Cars,
- 1 Motor Car,

(5) All and singular the personal property, except cash on hand and bills and accounts receivable, wherever situate, and all franchises, rights, privileges and immunities owned, held or enjoyed by the Grantor, together with all and singular the tenements, hereditaments, rights and easements appurtenant to the above described real estate, railroad, clearing yard and other property, belonging to or in any way vested in the Grantor.

TO HAVE AND TO HOLD the said property, real and personal, franchises, rights, estates and appurtenances hereby conveyed or assigned and mortgaged, and intended to be conveyed or assigned and mortgaged unto said Bankers Trust Company, as Trustee, its successor or successors, in said trust under the said First and Refunding Mortgage of said Chicago and Western Indiana Railroad Company dated September 2, 1912, and to their assigns forever, upon the trusts and to and for the uses and purposes, and subject to all the terms, covenants, conditions, stipulations and provisions in said First and Refunding Mortgage of the Railroad Company contained, as and for additional security for all of the obligations issued and to be issued under said Mortgage.

IN WITNESS WHEREOF, Chicago Union Transfer Railway Company, pursuant to resolutions duly passed by its Board of Directors and duly approved by its Stockholders, has caused this indenture to be signed in its name by its President, or a

Vice-President, and its corporate seal to be hereunto affixed and attested by its Secretary or Assistant Secretary, the day and year first above written.

CHICAGO UNION TRANSFER RAILWAY COMPANY,

By H. H. PORTER, JR.,

President.

(CORPORATE SEAL)

Attest:

F. A. HIBBERT,
Secretary.

STATE OF ILLINOIS, } ss.
COUNTY OF COOK. }

I, Herbert N. Rose, a Notary Public of the State of Illinois within and for the County of Cook, duly appointed and qualified, residing in said County, do hereby certify that Henry H. Porter, Jr., and F. A. Hibbert, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and personally known to me to be the President and the Secretary, respectively, of Chicago Union Transfer Railway Company, appeared before me this day in person and acknowledged that they executed, signed, sealed and delivered the said instrument as their free and voluntary act as such President and Secretary, respectively, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

And the said Henry H. Porter, Jr., and F. A. Hibbert being by me severally duly sworn, did each for himself depose and say, that he, the said Henry H. Porter, Jr., resides in Chicago, Cook County, Illinois, and is the President of said corporation, and that he, the said F. A. Hibbert, resides in Chicago, Cook County, Illinois, and is the Secretary of the said corporation; that they know the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like authority.

Given under my hand and notarial seal this thirtieth day of September, 1912.

(NOTARIAL SEAL)

HERBERT N. ROSE,
*Notary Public, County of Cook,
State of Illinois.*

My commission expires June 27th, 1913.

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

Filed for record Doc. No. 5054473
Oct. 2, 1912 P. M. 12:32
in Book 12008
of records, page 292.
ABEL DAVIS,
Recorder.

EXHIBIT F

THIS AGREEMENT made this 30th day of April

A. D. 1914, by and between the CHICAGO TITLE AND TRUST COMPANY, a corporation of the State of Illinois, as Trustee under the provisions of a Trust Agreement dated the first day of April, 1908, and known as Trust No. 3415 (hereinafter for convenience referred to as the "Trust Company"), party of the first part; CHICAGO TRADING AND CLEARING COMPANY, a corporation of the State of Delaware, (hereinafter for convenience referred to as the "Clearing Company"), party of the second part; CHICAGO, PEORIA & WESTERN RAILWAY COMPANY, a corporation of the State of Illinois, (hereinafter for convenience referred to as the "Peoria Company"), party of the third part, and the CHICAGO AND WESTERN INDIANA RAILROAD COMPANY, a corporation of the State of Illinois, and ^{The} BELT RAILWAY COMPANY OF CHICAGO, a corporation of the State of Illinois (said last two mentioned companies being hereinafter for convenience referred to as the "Belt Companies"), parties of the fourth part,

W I T N E S S E T H :

WHEREAS the Trust Company and the Corn products Refining Company, a corporation of the State of New Jersey, (hereinafter for convenience referred to as the "Corn Products Company"), entered into a contract dated November 1, 1909, which provided among other things:

(1) That the Corn products Company should construct and forever maintain a railroad track from the plant of the Corn Products Company in Section twenty-four (24) Township thirty-eight (38) North, Range twelve (12) East of the Third Principal Meridian in Cook County, Illinois, to a connection with the tracks of the Chicago Union Transfer Railway Company, a corporation of the State of Illinois (hereinafter for convenience referred to as the "Transfer Company"), in the south half of the northeast quarter of said Section twenty-four, said track (hereinafter referred to as "Track A") to be located along the line shown colored a part thereof in yellow and a part thereof in brown between the points H and Y on the Blue-Print hereto attached and hereby made a part hereof and designated as "Exhibit A";

- 2 -

(3) That the Trust Company, its successors and assigns, should have the right in perpetuity to use said track jointly with the Corn Products Company on the basis of compensation therefor in said contract mentioned, the Trust Company, however, not to have the right to handle any traffic from or to the plant of the Corn Products Company without the consent of that Company.

(3) That the Trust Company should (and it thereby did) convey to the Corn Products Company, without cost to said last mentioned Company, an easement over the property of the Trust Company for the construction of said Track "A", the Trust Company to have the right to connect its own tracks with said Track "A" and to cross said Track "A" with its tracks or with highways, wagon roads, foot passages, conduits, pipes, sewers or wires, and the further right to change the location of so much of said Track "A" as lies within the north fifty-eight (58) feet of the south one hundred fifty-eight (158) feet of the east half of the northeast quarter of said Section twenty-four (24);

a n d

WHEREAS the Trust Company and the Corn Products Company entered into a further contract dated November 1, 1902, which granted to the Corn Products Company the right to lay two other railroad tracks (for interchange and storage purposes only) on the land of the Trust Company lying between the right of way of the Transfer Company (now the right of way of the Belt Companies) and that of the Baltimore and Ohio Chicago Terminal Railroad Company, an Illinois corporation (hereinafter for convenience referred to as the "Terminal Company") on the one hand and said Track "A" on the other hand, said two tracks to be connected with said Track "A" near the east line of the west half of the northeast quarter of said Section twenty-four, and to be parallel to and forty-three (43) feet distant from the northerly track of the Transfer Company and the Terminal Company, and to connect with the tracks of the Terminal Company near the point at which the tracks of the Terminal Company cross said Track "A", the Trust Company being given the right on sixty (60) days previous written notice to the Corn Products Company to relocate said two railroad tracks, provided such relocation should not interfere with the operation of the same;

a n d

WHEREAS the Corn Products Company assigned to the Peoria Company all of the rights and easements granted to it by said two

contracts above mentioned, the Corn Products Company by the instrument of assignment guaranteeing to the Trust Company the performance by the Peoria Company of all the obligations, conditions, limitations and restrictions imposed on the Corn Products Company by said contracts; and

WHEREAS by agreement dated the first day of February, 1908, between the Transfer Company and the Peoria Company, the Transfer Company on the terms therein named granted to the Peoria Company for a period of fifteen (15) years the right for the purposes in said contract mentioned to use jointly with the Transfer Company and others a track of the Transfer Company from a point near the southeast corner of the east half of the northwest quarter of said Section twenty-four (24) to a connection with the tracks of ^{of Chicago} The Great Northern Railway Company in Section twenty-two (22) in Township thirty-eight (38) North, Range thirteen (13) East of the Third Principal Meridian, and thence to a connection with the track of other railway companies in Section eleven (11) in Township thirty-eight (38) North, Range thirteen (13) East of the Third Principal Meridian, the Transfer Company reserving the right to substitute other tracks providing equally good operating facilities, and in and by said contract the Peoria Company agreed to construct and forever maintain a track substantially along the line of said Track "A" including the greasing of said track under the tracks of the Terminal Company; and

WHEREAS the Peoria Company constructed said Track "A" between the points H and P along said line colored in yellow and brown on said Exhibit A; and

WHEREAS the Transfer Company and the Peoria Company entered into a contract dated April 1, 1910, whereby the Transfer Company granted to the Peoria Company the right to use in common with the Transfer Company until February 1, 1920, a track of the Transfer

-46-

Company from the point "A" on said Exhibit "A" to a connection with the tracks of the Belt Railway Company of Chicago in Section twenty-two (22) in Township thirty-eight (38) North, Range thirteen (13) East of the Third Principal Meridian, solely for the movement of freight traffic to and from the plant of the Corn Products Company, and the Peoria Company agreed to forever maintain said Track "A" and granted to the Transfer Company the perpetual right to use said Track "A" with the limitations in said contract mentioned; and

WHEREAS the Transfer Company, the Peoria Company, the Clearing Company and the Trust Company entered into an agreement dated May 9, 1910, whereby the Peoria Company, on the terms therein mentioned, granted to the Transfer Company all of its rights for the use, control and operation of said Track "A," it being provided, however, that the Transfer Company and the Clearing Company should have the right to terminate said contract on twelve (12) months previous written notice to the Peoria Company, the latter company upon such cancellation to be restored to all of its previous rights and privileges; and

WHEREAS, the Transfer Company, by an instrument dated August 9, 1912, did assign and convey said last mentioned contract to the said Chicago and Western Indiana Railroad Company, the Peoria Company by a later instrument assenting thereto; and

WHEREAS, the Trust Company, the Peoria Company and said Chicago and Western Indiana Railroad Company entered into an agreement dated September 24, 1913, whereby the Trust Company and the Peoria Company agreed that the said Chicago and Western Indiana Railroad Company might temporarily at its own expense remove a portion of said Track "A" and construct and operate temporarily a track across the property occupied by said Track "A," said Chicago and Western Indiana Railroad Company agreeing that it would at its own expense, upon ninety (90) days written notice from the Trust Company, remove said

temporary track and restore said Track "A" to its former location and condition; and

WHEREAS, the Belt Companies now desire to connect said Track "A" with their main tracks, running southeast and southwest, in the north half of the Southwest quarter of said Section twenty-four by a track located substantially along the line shown colored in red on said Exhibit "A" between the points designated by the letters "A" and "B" and the Trust Company and the Clearing Company desire to have restored and preserved in the manner hereinafter provided a track connection between the portion of said Track "A" not removed by the Belt Companies pursuant to said agreement of September 23, 1913, and the property of the Trust Company lying to the east of said north and south tracks of the Belt Companies, and the Belt Companies, the Trust Company and the Clearing Company have agreed to the restoration of such track in the manner hereinafter mentioned and to a separation of the grade of said track and the other similar track hereinafter mentioned and the said north and south tracks of the Belt Companies at the point marked "B" on the blueprint hereto attached and hereby made a part hereof, designated as "Exhibit B;"

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, it is hereby mutually covenanted and agreed by and between the parties hereto as follows:

(1) That the Belt Companies shall at their own expense, without unreasonable delay but not later than December 1, 1914, construct and complete and thereafter maintain a railroad track connection between said Track "A" at the point designated by the letter "A" on said Exhibit "A" and the main tracks of the Belt Companies at the point designated by the letter "B" on said Exhibit "A," said track to be located substantially along the line shown colored in red on said Exhibit "A," and to be constructed on the gradient shown thereon

by the line colored in red on the profile sketch of said track on said Exhibit "B," said track to be and remain the property of the Belt Companies.

(2) That the Belt Companies will, and they hereby do, give and grant to the Peoria Company the right to use said last mentioned track between said points "A" and "B," without expense to the Peoria Company, and the same right of a track connection between said last mentioned track and the said north and south tracks of the Belt Companies and the same rights and facilities for reaching the main track of the Belt Companies or of either of them in said Section 22 as above mentioned, and any other rights and facilities which the Peoria Company would have under any of said contracts or agreements above mentioned or any other agreements had such track connection remained at the point designated by the letter "B" on said Exhibit "A." The Belt Companies, however, reserve unto themselves the right from time to time upon five days' written notice to the Peoria Company, to change the location of so much of the said track as lies east and south of the point designated by the letter "B" on said Exhibit "B" and to provide the Peoria Company, as a substitute thereof, a track which shall provide substantially equal operating facilities including a connection with the said north and south tracks of the Belt Companies, and preserving to the Peoria Company, all of the rights and facilities above referred to.

(3) That the Trust Company hereby gives and grants to the Belt Companies an easement over and upon the following described premises, to-wit:

All that part of the Northeast quarter of Section twenty-four (24), Township thirty-eight (38) North, Range twelve (12) East of the Third Principal Meridian in Cook County, Illinois, bounded and described as follows:

Beginning at a point one hundred thirty-five (135) feet west of the north and south center line of said Northeast quarter and one hundred thirty-five (135) feet north of the south line thereof; thence southeasterly forty-eight (48) feet to a point one hundred forty-five (145) feet west of said north and south center line, and one

-7-

hundred eight (108) feet north of said south line; thence east one hundred forty-five (145) feet parallel to said south line, to a point in said north and south center line; thence south eight (8) feet along said north and south center line; thence east one hundred thirty-two (132) feet parallel to said south line; thence northeasterly two hundred seventy-three (273) feet to the point of beginning;

for the construction, perpetual maintenance and operation over and across the part of said track shown colored in red between the points designated by the letters "A" and "B" on said Exhibit "B," and the Trust Company further agrees that it will at or after the execution and delivery hereof, execute and deliver a separate instrument granting said easement if the Baltimore Companies so desire.

(4) That the Trust Company, the Clearing Company and the Peoria Company hereby consent to such change of track connection between said track "A" and the tracks of the Baltimore Companies from the point designated by the letter "B" on said Exhibit "B" to the point designated by the letter "C" on said Exhibit "B."

(5) That the Baltimore Companies shall at their own sole cost and expense, and without delay, but not later than December 1, 1914, make and complete the excavation necessary for a subway for the undercrossing of the railroad track mentioned in Paragraph Seven (7) hereof under said north and south tracks of the Baltimore Companies at the point designated by the letter "B" on said Exhibit "B" and for the cut for the single track roadway for the track to be constructed as mentioned in the said Paragraph Seven (7) hereof from the point designated by the letter "C" to the point designated by the letter "D" along the line shown colored in yellow on said Exhibit "B," said track to be constructed in accordance with the gradients therefor shown in the profile sketch of said track on said Exhibit "B" by the line colored in yellow on said sketch and in accordance with the following provisions, to-wit: said excavation for said single track subway and roadway shall be not less than twenty-two (22) feet wide at subgrade, which subgrade shall be not less than fifteen (15) inches

lower than the corresponding elevation at base of rail, as shown on said profile sketch; sufficient excavation shall be taken out so as to maintain the said width of roadbed at not less than twenty-two (22) feet when the material takes an angle of repose of one and one-half feet horizontal to one foot vertical. Drainage ditches shall be excavated on each side of the cut to a uniform depth of one foot below subgrade. For draining the subway at the point designated "B" on said Exhibit "B" there shall be laid a line of fifteen inch vitrified sewer pipe along the line and at the gradient shown therefor on the map and profile respectively on said Exhibit "B" said pipe to be laid approximately parallel to said track shown colored in yellow on said Exhibit "B" and to extend from the subway at said point "B" to a point near the undercrossing of said track "A" with the tracks of the Terminal Company where the grade line of said pipe so to be laid meets the grade line of the open ditch now existing at said undercrossing. At intervals of two hundred (200) feet along said sewer pipe line there shall be constructed manholes in accordance with the standards therefore adopted by the Belt Companies. At the entrance to said pipe at said subway, at the point "B", there shall be constructed a catch basin with grating cover and one-half trap outlet into the pipe. At the outlet of said pipe near said undercrossing under the tracks of the Terminal Company there shall be constructed a suitable bulk head to protect the end of the pipe. Care shall be taken not to obstruct other drainage which is intercepted by the open ditch now existing. The Belt Companies shall at their own expense remove from the property of the Trust Company all of the material excavated from said cut and subway not required for the grading of said track. All of that part of said excavation in the West half of the Northeast Quarter of said Section twenty-four lying east of said point "B" on said Exhibit "B" shall be so located as to lie wholly south of the north line of the south one hundred fifty-eight feet of said West half of the Northeast Quarter of said Section twenty-four. The shall of the main

crossing under said excavation approximately one hundred ninety (190) feet east of the Range Line separating Ranges 12 and 13, shall be reinforced or otherwise protected so as to prevent any damage or injury thereto by the construction or operation of the tracks hereafter located in said excavation.

(6) That the Salt Companies at their own sole cost and expense will, within six (6) months after written request therefor from the Trust Company or the Clearing Company, so widen the excavation referred to in Paragraph Five (5) hereof between the points designated by the letters "A" and "B" shown on said Exhibit "B" as to accommodate in said cut or excavation an additional railroad track located along the line shown colored in green on said Exhibit "B." Said excavation shall be made in accordance with good engineering practice, including adequate provision for drainage, and shall be of such width and grade, as to permit the construction of the said additional track, shown colored in green, in good and safe condition for the operation of engines and cars, along substantially the same gradient as followed by the track shown colored in yellow on said Exhibit "B."

The Salt Companies shall at their own expense, remove from the property of the Trust Company all of the material excavated from said cut for said additional track not required for the grading of said track. In making said excavation, the shall of the main sewer crossing under said excavation, approximately one hundred ninety (190) feet east of the range line separating Ranges twelve and thirteen shall be reinforced or otherwise protected so as to prevent any damage or injury thereto by the construction or operation of the tracks located in said excavation.

(7) That the Salt Companies will at their own sole cost and expense, without delay but not later than December 1, 1914, con-

-13-

struct and complete ready for operation a railroad track of standard gauge along the line shown colored in yellow on said Exhibit "B" from a connection with said Track "A" at point "A" to the point designated by the letter "B" (said point "B" being located one hundred eighty-five feet west of the range line separating ranges twelve and thirteen) said track to be constructed on the gradients indicated therefor by the line colored in yellow on the profile sketch of said track on said Exhibit "B," and shall be constructed in accordance with the following specifications therefor: Said track shall be laid with A. B. C. E. standard 83-pound rail. The ties shall be No. 1 quality of white oak, cedar, or alno or concrete treated ties, laid not less than sixteen to each thirty feet of rail length. The track shall be brought to uniform line and grade with slag, crushed stone, gravel, or similar ballast; the depth of the ballast to be not less than fifteen inches below the base of the rail, as provided in the specifications for operation of said road bed in Paragraph five (5) hereof. Drainage boxes shall be placed under the track at intervals of not more than four hundred feet. All of said work shall be done in a first class manner and in accordance with good engineering practice. Said track to be constructed between points "A" and "B" shall be and remain the property of the Trust Company, its successors or assigns.

(8) That hereafter whenever the public authorities shall require a highway crossing over the said track or tracks (shown colored in yellow and green on said Exhibit "B") at or near the range line between said Ranges twelve and thirteen West of the Third Principal Meridian, the Belt Companies will at their own sole cost and expense construct such approaches and crossings over said track or tracks in such manner and at such time as may be directed by said public authorities.

(9) That the Peoria Company does hereby release and convey and quit-claim to the Trust Company all the right, title or interest

-11-

which it may have by virtue of any of said above mentioned contracts or otherwise in that portion of said Track "A" shown colored in brown lying between the points "A" and "B" on said Exhibit "A" and in and to any of the property of the Trust Company lying to the east of said point "A," and will, by such further instrument as may be desired by the Trust Company, convey and quit-claim to it all such right, title and interest. The Trust Company and the Clearing Company hereby release the Peoria Company from all obligations under such existing contracts with respect to that portion of said Track "A" shown colored in brown on said Exhibit "A" lying between said points "A" and "B."

(10) That the Bell Companies hereby give and grant to the Trust Company and the Clearing Company and their respective successors and assigns an easement in perpetuity over and upon the following described premises, to-wit:

A triangular strip of land bounded and described as follows: Beginning at a point on the west line of the east half of the Northeast quarter of Section twenty-four (24), Township thirty-eight (38) North, Range twelve (12), East of the Third Principal in Cook County, Illinois, two hundred (200) feet north of the east and west center line of said Section twenty-four (24); thence south forty-two (42) feet along said west line; thence east parallel to said east and west center line four hundred (400) feet; thence northwesterly four hundred two (402) feet to the point of beginning;

Also that part of the south hundred (100) feet of the east half of the Northeast quarter of said Section twenty-four (24) lying north of a broken line, described as follows: Beginning at a point on the east line of said south one hundred (100) feet thirty (30) feet south of the northeast corner of said south one hundred feet; thence westerly six hundred ninety (590) feet, to a point forty-eight (48) feet south of the north line thereof; thence continue westerly three hundred forty-eight (348) feet to a point twenty-seven (27) feet south of the north line thereof; thence continue westerly one hundred sixty-four (164) feet more or less to an intersection with the north line thereof; said intersection being one hundred thirty-two (132) feet east of the west line of said east half of the Northeast quarter.

Also that part of the south seventy-one and two-tenths (71.2) feet of the west eleven hundred (1100) feet of the Northwest quarter of Section nineteen (19), Township thirty-

-12-

eight (8) North, Range thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois, lying north of a broken line, described as follows: Beginning at a point on the west line of said south seventy-one and two-tenths (71.2) feet thirty (30) feet south of the northeast corner thereof; thence easterly eight hundred fifty-five (855) feet to a point five (5) feet south of the north line thereof; thence continue easterly two hundred forty-seven (247) feet more or less to a point on the east line thereof, twenty-four (24) feet south of the northeast corner thereof.

for the construction, maintenance and operation over, across and along the area of said track mentioned in paragraph seven (7) above and the extension thereof eastward substantially along the line shown colored in yellow on said Exhibit "B," and of an additional track to be located substantially along the line shown colored in green on said Exhibit "B" from the point "A" to the west line of the east half of the Northeast Quarter of said Section twenty-four and also for the construction, maintenance and use of the excavation or cut for said tracks to be excavated by the Belt Companies as provided in Paragraph five (5) above, and the Belt Companies further agree that they will at or after the execution and delivery hereof execute and deliver a separate instrument granting such easement if the Trust Company and the Clearing Company so desire.

(11) That the Trust Company hereby gives and grants to the Peoria Company the right to use in common with the Trust Company and the Clearing Company and their successors and assigns and the Belt Companies (and such other persons, firms or corporations to whom the Trust Company or the Clearing Company or their respective successors or assigns may hereafter grant similar rights) the said tracks shown colored in yellow and green respectively between the points indicated by the letters "A" and "B" on said Exhibit "B", for the movement of the engines and cars of the Peoria Company in the handling of traffic to or from the plant of the Gurn Products Company. The Peoria Company shall pay to the Trust Company, its successors or

-12-

designs as compensation for such use of said track or tracks, that proportion of interest at the rate of five per cent (5%) per annum upon the total cost of said track or tracks and permanent improvements and betterments thereof (said cost to include the sum of five thousand dollars (\$5,000.00) paid by the Clearing Company in accordance with paragraph sixteen (16) hereof) which the total aggregate number of loaded and empty cars moved over said track or tracks by the engines of the Peoria Company shall bear to the total number of loaded and empty cars moved over said tracks, plus the same proportion of the cost of maintenance, repair and renewal of said track or tracks; settlement to be made annually after the completion of either of such tracks; bills therefor to be rendered by the Trust Company, and the same to be paid by the Peoria Company within thirty (30) days from receipt thereof. The Trust Company reserves the right upon written notice to the Peoria Company to require payment of said compensation monthly instead of annually. The operation of the engines and cars of the Peoria Company over said track or tracks shall be subject to the rules and regulations adopted by the Trust Company or the Clearing Company, their successors or assigns, it being understood, however, that such rules and regulations shall afford reasonably quick and convenient facilities for the safe and prompt movement of said traffic.

(12) That the Trust Company hereby gives and grants to the Belt Companies the right to connect the tracks of the Belt Companies with tracks of the Trust Company when constructed along the lines shown colored in yellow and green respectively on said Exhibit "A" between points "Q" and "R," such connections, however, to be made in such manner and at such points as not to interfere with the operation and maintenance of said tracks by the Trust Company or the Clearing Company; and the Trust Company further grants to the Belt Companies the right to use in common with the Trust Company, its successors and assigns (and such other persons, firms, or corporations to whom the

Trust Company, its successors or assigns, any hereafter grant similar rights) the said tracks shall be colored in yellow and green respectively on said Exhibit "B," between said point of connection last above mentioned with the tracks of the Belt Companies and the point "C," as shown on said Exhibit "B" for the movement of the engine and cars of the Belt Companies over the same. The Belt Companies shall pay to the Trust Company, its successors and assigns, as compensation for each use of said track or tracks, that proportion of the total cost of maintenance, repair or renewal of said last mentioned track or tracks and also of interest at the rate of five (5) per cent. per annum on the cost of said track or tracks and permanent improvements and betterments thereof paid for by the Trust Company or the Clearing Company (not including the five thousand dollars (\$5,000.00) referred to in paragraph 15 hereof) which the aggregate number of empty and loaded cars moved over said track or tracks, by the Belt Companies or either of them shall bear to the total number of empty and loaded cars moved over said tracks. Settlements to be made annually after the date of completion of either of such tracks, bills therefor to be rendered by the Trust Company and the same to be paid by the Belt Companies within thirty days from the receipt thereof. The Trust Company reserves the right at any time upon written notice to the Belt Companies to require payment of said compensation monthly instead of annually. The operation of the engine and cars of the Belt Companies, or either of them, over said track or tracks shall be subject to the rules and regulations adopted by the Trust Company or the Clearing Company or their successors or assigns, it being understood, however, that such rules and regulations shall afford reasonably quick and convenient facilities for the safe and prompt movement of such traffic. It is understood and agreed, however, that nothing herein contained shall make it obligatory upon the Trust Company or the Clearing Company to maintain or keep in repair any of the tracks herein mentioned.

(13) That if the said track ~~shall~~ ^{is} yellow on said Exhibit ~~it~~ ^{is} not completed upward to said point ~~up~~ ^{on} said Exhibit ~~up~~ ^{at} such time as the said Companies shall be ready and desirous to connect their tracks with said track and to operate over the same with their engines and cars, the Chesapeake Company or its successors, shall be complete ready for operation said track as shown colored in yellow on said Exhibit ~~up~~ ^{to} said point ~~up~~ ^{to} within ninety days after written notice from the said Companies to the following Company requesting such completion of said track.

(14) Except engineers and trainmen, all persons in anywise engaged in maintaining, repairing or operating the portions of tracks, the use whereof is hereby granted to any of the parties hereto, shall, as between the parties hereto, be deemed joint employees of all parties hereto; but any such persons partly engaged in repair, maintenance and operation of said portions of said tracks and partly in services not connected therewith, shall be regarded as joint employees only in respect of their actual engagement in the common service of the parties hereto and of such other company or companies as ^{said} may be at the time said tracks or any part thereof in common with the parties hereto. Engine men and trainmen of any work train engaged in maintaining and repairing portions of tracks, the use whereof is hereby granted, shall likewise be deemed joint employees.

Each party hereto shall assume, bear and pay all loss, damage or injury that itself, its sole employees or persons or property in its care or custody or on its care, shall suffer, caused by any ^{any} defects in bridge, roadway, track, structure or appliances located on the property covered by the terms of this agreement, or caused by failure, irrespective of duty, of either party to repair such defect or to maintain said railroad tracks or any portion thereof covered by this agreement, in proper condition in any other particular, or to

id

obey any regulations prescribed by law for the safety of the public or of said property; but if any party hereto, upon which shall devolve in any instance the duty to repair, or cause to be repaired, any such defect, or to correct, or cause to be corrected, a failure in any other respect as above mentioned, shall neglect or so do within a reasonable time after any of the other parties shall have given to it written notice, specifying the defect or failure and requesting that the same be repaired or corrected, such other party shall then have the right to make such necessary repairs or to correct such failure at once, at the expense of the party upon which the duty in the above respect shall devolve.

In every case of loss, damage or injury to property or injury to or death of persons, except as hereinafter provided in this paragraph, which shall in any manner originate or occur upon the portions of tracks the use of which is hereby granted, the liability shall be apportioned as follows:

(a) Each party hereto shall be deemed solely liable for the negligence or default of its own sole officers and employees, except as hereinafter provided.

(b) Each party hereto shall assume, bear and pay all loss, damage or injury which itself, or its sole employees, or passengers, persons or personal property in its care or custody or on its cars, or persons injured or property damaged by its cars or engines, shall have suffered, caused by the fault of its sole employees combined with the fault of sole employees of the other party hereto, or by fault alone of any joint employee, or by fault of any joint employee in conjunction with that of the sole employees of either party hereto, or when the cause thereof shall be so concealed that it cannot be determined where employees or employees as between the parties hereto was or were at fault;

(c) In any case, damage or injury shall be covered in a manner defined in paragraph (1) but no person or property not therein mentioned, or under circumstances not herein provided for, the amount required to discharge any consequent liability and expenses shall be divided between the respective parties hereto, in the proportion to the use of said properties by each party.

As between the parties hereto, each of the parties hereto shall, to the extent hereinafter provided, pay all the claims for which it is hereinafter made responsible, whether to either of the other parties hereto or to any third party; and it shall and hereby agrees to save the other parties harmless therefrom, and from all consequent cost and expense.

If any suit shall be commenced against either of the parties hereto, for or on account of any damage or injury for which either of the other parties is jointly liable within the meaning of this agreement, the party so sued shall give to each other party so liable notice of the pendency of such suit, and thereupon each other party shall assume the defense of such suit, and shall save and hold harmless the party so sued from all loss and from all costs by reason thereof. Neither of the parties hereto shall be concluded by any judgment against any of the others, unless it had reasonable notice that it was required to defend, and had reasonable opportunity to make defense. When such notice and opportunity shall have been given, the party notified shall be concluded by the judgment as to all matters which could have been litigated in such suit.

(18) That the Trust Company hereby grants to the East Chicago, Inc., their successors and assigns, the right to construct and maintain four railroad tracks across the north fifty-eight feet of the south one hundred fifty-eight feet of the East half of the Northeast quarter of said Section Twenty-five at the point designated by the letter "A" on said Exhibit "B," and the right in the future to construct

and maintain other additional tracks immediately adjacent to same point "X" over said property of the Trust Company in this paragraph described; provided, however, that all of said tracks of the Belt Companies shall cross said property of the Trust Company on an over-head bridge providing a proper and safe clearance (but not less than seventeen (17) feet) over the tracks of the Trust Company or the Chesapeake Company or their successors or assigns, on said last mentioned property of the Trust Company.

(1c) That the Belt Companies will without delay, but not later than the first day of December, 1914, at their own sole cost and expense (except as hereinafter mentioned) construct and thereafter perpetually maintain in good and safe condition and repair, an overhead bridge for the crossing of its present north and south tracks over said track to be constructed by it as hereinafter provided along the line shown colored in yellow on said Exhibit "A" between the points "C" and "D," said bridge to be constructed at the point indicated by the letter "X" on said Exhibit "A." Said bridge shall be constructed of concrete or of steel and concrete and shall be designed to provide space for four overhead tracks of the Belt Companies crossing over the same, and space underneath for the maintenance and operation thereunder of said track colored in yellow between the points "C" and "D" on said Exhibit "A." Said bridge shall be constructed with safe and proper clearances therefor above the tracks crossing underneath the same as herein provided for but not less than the clearances therefor indicated on the plan of said track shown on said Exhibit "A," and said bridge shall be constructed as far as practicable in such manner as to permit the extension and enlargement of the same and so as to permit the construction and operation underneath the same of a second east and west track substantially along the line colored in green on said Exhibit "B." Said overhead bridge shall be constructed at the expense of the Belt Companies.

-13-

panies, but the Clearing Company shall pay to the Bell Companies within thirty days after the completion thereof, provided that all of the work in this contract by the Bell Companies agreed to be performed has been performed prior to December 1, 1914, the sum of Five Thousand Dollars (\$5,000.00) as the Clearing Company's proportion of the expense of construction of said bridge and the excavation referred to in paragraph five (5) hereof. If the Bell Companies should in the future desire to construct additional tracks adjacent to and parallel with said four overhead tracks shown on said Exhibit "A," the expense of the addition or additions to such bridge required thereby shall be borne solely by the Bell Companies. If the Trust Company or the Clearing Company shall in the future desire to construct an additional track substantially along the line shown colored in green on said Exhibit "A," the Bell Companies, with reasonable promptness but not later than six (6) months after written request therefor from the Clearing Company or the Trust Company, shall extend and enlarge said overhead bridge in such manner as to permit of the construction and operation of such additional track underneath the same, and the Clearing Company shall in that event within thirty days after the completion of such work and receipt of bill therefor from the Bell Companies, repay to the Bell Companies the expense of such last mentioned extension and enlargement, provided that not more than four tracks then cross over said bridge. If there are then more than four tracks crossing over said bridge, the expense of the extension or enlargement of said bridge necessary to permit the construction and operation underneath the same of such additional track under the overhead tracks in excess of four (4) tracks shall be borne solely by the Bell Companies. All extensions and enlargements of said bridge shall be made at such grade as to preserve a clear head-room of at least seventeen feet above the trucks of the Trust Company, or the Clearing Company, their successors or assigns, crossing underneath the same.

(13) That the Trust Company and the Clearing Company, and their respective successors and assigns, shall have the right in perpetuity to use the track shown on said Exhibit "B" between the points "A" and "B," including the undercrossing of the tracks and right of way of the Terminal Company, for the movement of all traffic including traffic to and from the plant of the Coca-Cola Company; said track is to be maintained in good condition and repair by the said Companies; the Trust Company or the Clearing Company and their respective successors and assigns to pay for such use thereof that proportion of the cost of maintenance and repair of said portion of said track between said points "A" and "B," and that proportion of interest at the rate of five per cent. per annum on the cost of construction of said portion of said track (said cost being for the purposes hereof agreed to be \$34,325.40) which the number of loaded and empty cars moved over said portion of said track between said points "A" and "B" by the engines and cars of the Trust Company or the Clearing Company or their successors or assigns shall bear to the total number of empty and loaded cars moved over said portion of said track. Said above mentioned proportion of the cost of maintenance and repair of said portion of said track and said interest on the cost thereof shall be paid to the said Company or such Company as may then be maintaining, operating or controlling said track as the case may be, on receipt of bill therefor.

(14) That the said Companies and their respective successors and assigns shall have the right in perpetuity to use said track between the points indicated by the letters "A" and "B" on said Exhibit "B" (including the undercrossing of the tracks of the Terminal Company) for the movement of all traffic including traffic to and from the plant of the Coca-Cola Company, as provided in said contract of May 2, 1910. The said Companies shall pay to the Pacific Company for the use of said portion of said track an annual rental as follows:

-21-

equal to five (5) per cent. of said sum of Thirty-four Thousand Eight Hundred Twenty-eight and forty-hundredths Dollars (\$34,828.40) and shall in addition thereto pay the entire cost of management, operation, maintenance, repair and renewal of said portion of said track, including the undercrossing and tracks of the Terminal Company, as provided in said contract of May 9, 1910, to be reimbursed, however, by the Trust Company or the Clearing Company, or their respective successors or assigns, or the Peoria Company, in the proportions and manner herein mentioned, for any use by those companies of said portion of said track.

(19) That the Peoria Company shall have the right in perpetuity in common with the other parties hereto to use the track shown on said Exhibit "B" between the points indicated by the letters "A" and "H" on said Exhibit "B," including the undercrossing of the tracks and right of way of the Terminal Company for the movement solely of traffic to and from the plant of the Corn Products Company; the Peoria Company, to pay for such use thereof that proportion of the cost of maintenance and repair of said track between the said points "A" and "H," and that proportion of interest at the rate of five per cent. (5%) per annum on the cost of construction of said portion of said track (said cost being for the purposes hereof agreed to be \$34,828.40) which the number of loaded and empty cars moved over the said portion of said track between the said points "A" and "H" by the engines and crews of the Peoria Company shall bear to the total number of empty and loaded cars moved over said portion of said track, said above mentioned proportion of the cost of maintenance and repair of said track and interest on the cost thereof shall be paid to the Belt Companies or such company as may then be maintaining, operating, and controlling said track, as the case may be, on receipt of bill therefor.

(20) That the Clearing Company hereby waives and cancels its right to terminate and cancel upon twelve (12) months written

-22-

notice, the contract hereinbefore mentioned dated May 9, 1910, between
the Chicago Title and Trust Company, as Trustee, and the
Chicago Transfer and Clearing Company, as transferee, and the
all of the covenants and agreements in the contracts hereinbefore
mentioned between any of the parties hereto and any of the other
parties hereto or between any such parties and the Corn Products
Company shall, except as they are hereby specifically modified or
altered, remain in full force and effect.

That the covenants and agreements herein contained shall
inure to the benefit of and be binding upon the respective successors
and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have respectively
caused this instrument to be executed by their duly authorized officers
and their corporate seals to be hereto affixed, the day and year first
above written.

CHICAGO TITLE AND TRUST COMPANY, as
Trustee as aforesaid.

By A. R. [Signature]
President.

ATTEST:

[Signature]
Secretary.

CHICAGO TRANSFER AND CLEARING COMPANY,

By [Signature]
President.

ATTEST:

[Signature]
Secretary.

APPROVED AS TO FORM

GENERAL COUNSEL

CHICAGO, PEORIA & WESTERN RAILWAY COMPANY,

ATTEST:

By

F. J. Gault

President.

[Signature]

Secretary.

CHICAGO AND WESTERN INDIANA RAILROAD
COMPANY,

ATTEST:

By

[Signature]

President.

[Signature]
as Secretary.

The ~~CHICAGO~~ RAILWAY COMPANY OF CHICAGO,

By

[Signature]

President.

ATTEST:

[Signature]
Secretary.

[Signature]

APPROVED AS TO FORM

[Signature]
GENERAL COUNSEL

STATE OF ILLINOIS

COUNTY OF COOK

I, Laura V. Singh, a Notary Public in and for the County and State aforesaid, do hereby certify that D. R. Marshall, President, and J. M. Rall, Secretary, of said WILLIAM TRANSDEN AND CLEARING COMPANY, a corporate firm, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively, and personally known to me to be such President and Secretary respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and deed, 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 Notarial seal this 22nd day of May, A. D. 1914.

Laura V. Singh
Notary Public.

STATE OF ILLINOIS

COUNTY OF COOK

I, Ed. P. Buckle, a Notary Public in and for the County and State aforesaid, do hereby certify that J. J. Jamieson, President, and H. A. Whit, Secretary, of said WILLIAM TRANSDEN AND CLEARING COMPANY, a corporate firm, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively, and personally known to me to be such President and Secretary respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and deed, 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 Notarial seal this 22nd day of May, A. D. 1914.

Ed. P. Buckle
Notary Public.

STATE OF ILLINOIS)
COUNTY OF COOK) ss

I, Emur Anderson, a Notary Public in and for the County and State aforesaid, do hereby certify that W. H. Smith, President, and McClelland Secretary, of said CHICAGO AND WESTERN RAILROAD COMPANY, a corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively, and personally known to me to be such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and deed, 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 Notarial seal this 21st day of May, A. D. 1914.

Emur Anderson
Notary Public.

STATE OF ILLINOIS)
COUNTY OF COOK) ss

I, Rush B. Johnson, a Notary Public in and for the County and State aforesaid, do hereby certify that A. B. Nehler, President, and R. J. Porter Secretary, of said CHICAGO AND WESTERN INDIANA RAILROAD COMPANY, a corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively, and personally known to me to be such President and Secretary respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and deed, 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 Notarial seal this 30th day of April, A. D. 1914.

Rush B. Johnson
Notary Public.

-26-

STATE OF ILLINOIS }

COUNTY OF COOK }

ss

I, Rush B. Johnson, a Notary Public in and for the County and State aforesaid, do hereby certify that A. B. Netzer, President, and R. L. Porter, Secretary, of said RAILWAY COMPANY OF CHICAGO, a corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively, and personally known to me to be such President and Secretary respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and deed, 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 30th day of April, A. D. 1914.

Rush B. Johnson
Notary Public.

100
50

EXHIBIT F-i

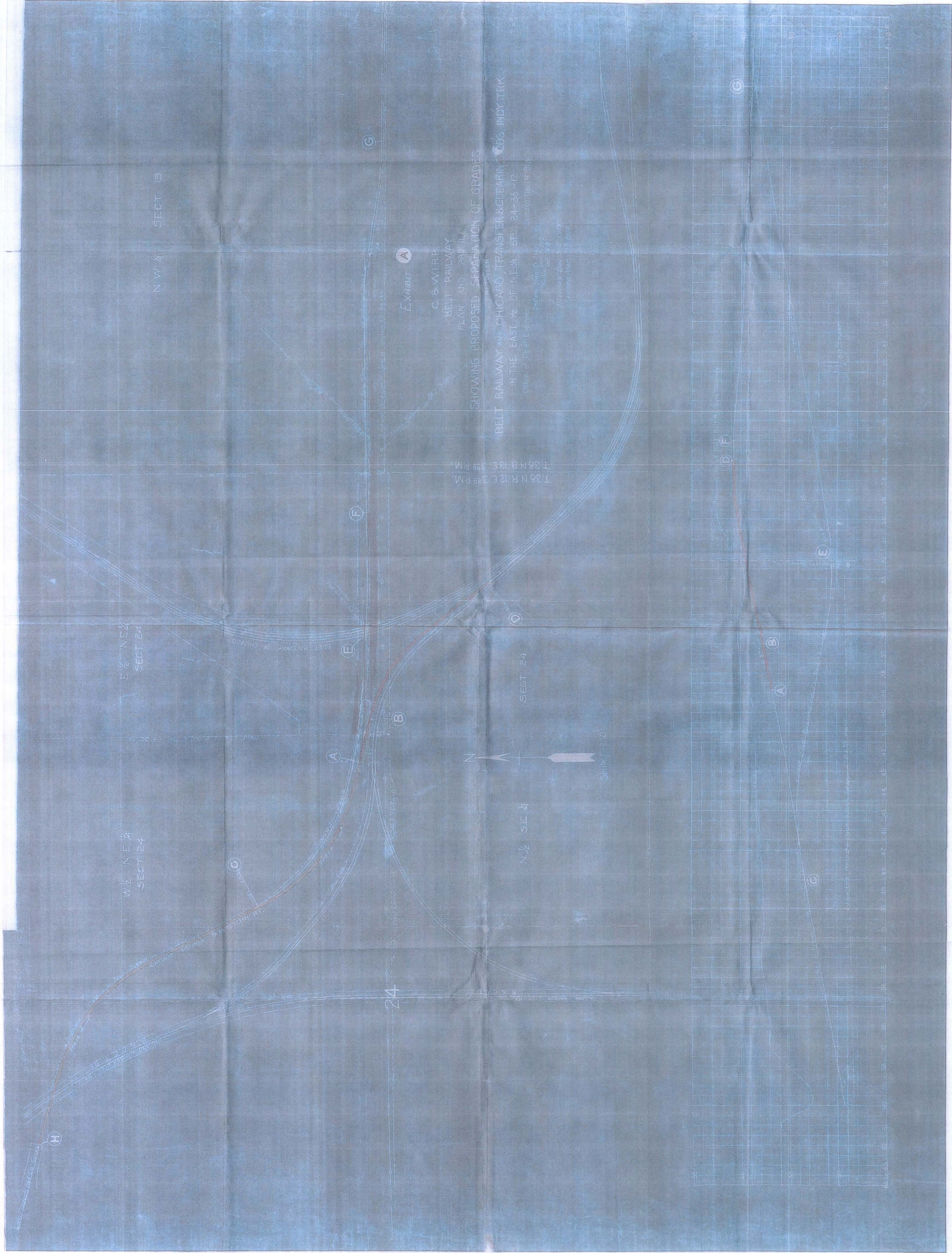


EXHIBIT F-ii

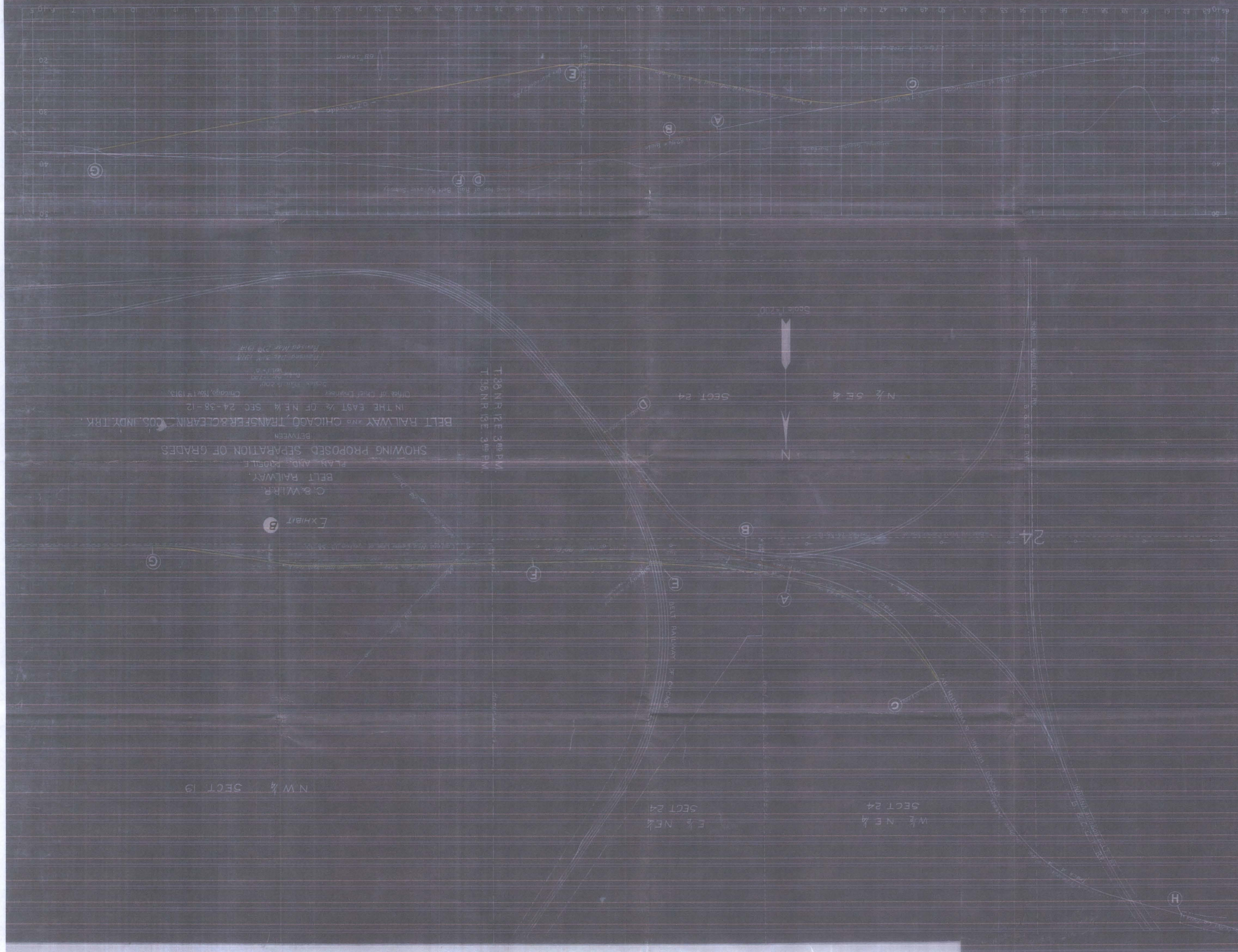


EXHIBIT G

3/13/1929 BNC-CHS/CTRE/CTC

CPW.
TO MAKE MARK FOR

HARLEM AVENUE

If C.L.

SV-42

NO. SW-5363
C & W. I. R. R. CO.
REGISTERED

A SUPPLEMENTAL AGREEMENT Made this 13th day of March A.D., 1929; by and between CHICAGO AND WESTERN INDIANA RAILROAD COMPANY and THE BELT RAILWAY COMPANY OF CHICAGO, corporations of the State of Illinois, (hereinafter for convenience referred to as the "Belt Companies") parties of the first part; CHICAGO TITLE AND TRUST COMPANY, a corporation of the State of Illinois, as Trustee under the provisions of a trust agreement dated the 1st day of April, 1908, and known as Trust No. 3415, (hereinafter for convenience referred to as the "Trust Company") party of the second part; CHICAGO TRANSFER AND CLEARING COMPANY, a corporation of the State of Delaware, (hereinafter for convenience referred to as the "Clearing Company") party of the third part; and CHICAGO, PEORIA AND WESTERN RAILWAY COMPANY, a corporation of the State of Illinois, (hereinafter for convenience referred to as the "Peoria Company") party of the fourth part;

W I T N E S S E T H :

THAT, WHEREAS, the parties hereto on the 30th day of April, 1914, entered into an agreement relating to the construction, operation and maintenance of certain railroad tracks and track connections in Section 24, Township 38 North, Range 12, East of the Third Principal Meridian, near Argo, Cook County, Illinois, to which indenture reference is hereby made for greater certainty; and

WHEREAS, the County of Cook, in the State of Illinois, now proposes to open a certain arterial public highway, commonly known as HARLEM AVENUE, and to extend the same over and across the tracks of said

parties as located and established pursuant to the terms of the aforesaid agreement of April 30, 1914, the course of said proposed highway being indicated in black lines on the blue print file No. 113.93, dated January 16, 1929, attached hereto, marked Exhibit "A," and made a part hereof; and

WHEREAS, the contemplated opening of said public highway and extension thereof over and across the tracks of the parties to this agreement renders necessary the separation of the grade of said highway from the grades of said railroad tracks at the points of crossing, which separation in turn renders necessary and advisable the relocation and rearrangement of said railroad tracks and connections;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained it is hereby mutually covenanted and agreed between the parties hereto as follows:

1. That the Belt Companies shall at their own expense relocate that portion of the existing track "A," shown in yellow line on said Exhibit "A," between the points K and D, in the position substantially as shown colored in red line on said Exhibit, which track shall be constructed on the gradient therefor as indicated by the elevations thereof noted on Exhibit "A."

2. That the "Trust Company" hereby gives and grants to the Belt Companies an easement in perpetuity over, upon and along the following described premises, to wit:

A strip of land of sufficient width for a cut eighteen (18) feet in width at the bottom, and with side slopes of one (1) foot horizontal to one (1) foot vertically, the width of said strip not to exceed at its widest point more than forty-six (46) feet.

The beginning of the center line of said strip shall be at point indicated by letter "K" on attached Exhibit "A". Said point "K" is located on Track "A" described in a certain contract dated November 1st, 1909, between the Chicago Title and Trust Company and the Corn Products Refining Company. Said point "K" is located as follows:-

A line in the north half of Section Twenty-four (24), Township Thirty-eight (38) North, Range Twelve (12) East of Third Principal Meridian, beginning at a point found as follows:-

From the intersection of the north line of said Section Twenty-four (24) and the southeasterly line of Archer Road, measured southwesterly along the said southeasterly line of Archer Road, eight hundred eight and six tenths (808.6) feet; thence easterly at an angle of 76 degrees 30 minutes with the center line of Archer Road, five hundred seventy-seven and seven tenths (577.7) feet to the point of beginning of said Track "A" indicated by letter "H". From said point of beginning continue easterly in the same straight line, three hundred three and nine hundredths (303.09) feet; thence by a curved line to the right with a radius of nine hundred fifty-five and thirty-seven hundredths (955.37) feet, eight hundred thirty-four and seventy-two hundredths (834.72) feet; thence southeasterly in a straight line, six hundred eighteen and fifty-four hundredths (618.54) feet; thence by a curved line to the left with a radius of nine hundred fifty-five and thirty-seven hundredths (955.37) feet, two hundred eighty and eight hundredths (280.08) feet to point of compound curve indicated by letter "K" on attached Exhibit "A" above referred to."

The center of said Easement shall be along the following described line, to wit:

Beginning at point of compound curve indicated by letter "K" on said Exhibit "A" thence continuing on a curve to the left with a radius of two thousand eighty-three and sixty-eight hundredths (2083.68) feet,

a distance of seven hundred twenty-one and twelve hundredths (721.12) feet more or less to intersection with east and west center line of said section Twenty-four (24), one hundred fifty-one and fifteen hundredths (151.15) feet more or less westerly of the north and south center line of the east half of said Section Twenty-four (24); excepting from the above Easement that part of the Belt Companies' right of way in the West half (W 1/2) of the Northeast Quarter (NE 1/4) of said Section Twenty-four (24).

For the construction, perpetual maintenance and operation over and across the same, of that portion of said track "K-D," which extends between the point "K" and the right of way line of said Belt Companies at "N," as shown on Exhibit "A."

3. That the Trust Company, the Clearing Company, and the Peoria Company, hereby consent to the relocation of said track between the points "K - D," as indicated in red line on said Exhibit "A."

4. That the Belt Companies do hereby release and quitclaim to the Trust Company, all the right, title and interest acquired by them by virtue of the provisions of the aforesaid agreement of April 30, 1914, in and to the following described premises:

All that part of the Northeast quarter (NE 1/4) of Section Twenty-four (24); Township Thirty-eight (38) North, Range Twelve (12); East of the Third Principal Meridian in Cook County, Illinois, bounded and described as follows:

Beginning at a point one hundred thirty-five (135) feet west of the north and south center line of said Northeast quarter and one hundred fifty-six (156) feet

WITNESSED
my hand and seal

north of the south line thereof; thence southerly forty-eight (48) feet to a point one hundred forty-five (145) feet west of said north and south center line, and one hundred eight (108) feet north of said south line; thence east one hundred forty-five (145) feet parallel to said south line, to a point in said north and south center line; thence south eight (8) feet along said north and south center line; thence east one hundred thirty-two (132) feet parallel to said south line; thence northwesterly two hundred seventy-three (273) feet to the point of beginning;

which are shown colored in green on said Exhibit "A" and will by such further instruments as may be desired by the Trust Company convey and quitclaim to it all such right, title and interest.

5. That the Peoria Company does hereby release and quitclaim to the Trust Company that part of the property covered by Easement for two interchange tracks, dated November 1st, 1909, which lies east of the line "K-U" as described in Paragraph "2" hereof.

6. It is further expressly understood and agreed that except as they are hereby specifically modified or altered, all the covenants and agreements contained in the aforesaid contract of April 30, 1914, between the parties hereto, remain in full force and effect.

The provisions of this contract shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have respectively caused this instrument to be executed by their duly authorized officers, and their corporate seals to be hereto affixed, the day and year first above written.

CHICAGO AND WESTERN INDIANA RAILROAD COMPANY,

By

President.

Attest:

Secretary.

Wagon of and other iron, steel, and other material

THE BELT RAILWAY COMPANY OF CHICAGO,

By [Signature]
President.

Attest: [Signature]
Assistant Secretary.

CHICAGO TITLE AND TRUST COMPANY,

By [Signature]
President.

Attest: [Signature]
Asst. Secretary.

CHICAGO TRANSFER AND CLEARING COMPANY,

By H. B. Isham
President.

Attest: [Signature]
Secretary.

CHICAGO, PEORIA AND WESTERN RAILWAY COMPANY,

By [Signature]
President.

Attest: [Signature]
Secretary.

Approved as to Substance

[Signature]
CHIEF ENGINEER

APPROVED AS TO FORM

[Signature]
GENERAL SECRETARY

EXHIBIT H

18 562 829.

Berd

Chicago and Western Indiana Railroad Company

To

The Belt Railway Company of Chicago

August 15, 1962

18 562 829

THIS INDENTURE, made as of this 15th day of August, 1962, by and between CHICAGO AND WESTERN INDIANA RAILROAD COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Illinois, (hereinafter called the Grantor), party of the first part, and THE BELT RAILWAY COMPANY OF CHICAGO, a corporation organized and existing under and by virtue of the laws of the State of Illinois, (hereinafter called the Grantee), party of the second part,

WITNESSETH THAT:

WHEREAS, the Grantor is a corporation of the State of Illinois, having its principal office at 47 West Polk Street in the City of Chicago, State of Illinois, and is duly constituted and existing under the laws of said State pursuant to Articles of Consolidation and Merger dated January 26, 1882, between South Chicago and Western Indiana Railroad Company, Chicago and Western Indiana Belt Railway Company and Chicago and Western Indiana Railroad Company (whereby the capital stock, properties, rights, privileges and franchises of the first two of said companies were consolidated with and merged into the capital stock, properties, rights, privileges, and franchises of the last named company), and is the owner of certain railroads, railroad properties and facilities in the County of Cook, State of Illinois; and

WHEREAS, the term of corporate duration of the Grantor was extended for a period of fifty years beyond the 26th day of January, 1932, (said date being the limitation fixed by statute to the duration of the Grantor's corporate existence under and pursuant to the provisions of the aforesaid Articles of Consolidation and Merger); the Certificate of Extension of Corporate Duration bearing No. 16,493, executed by the Secretary of State of the State of Illinois under the great seal of the State of Illinois, having been recorded in the office of the Secretary of State on December 12, 1931, in Book 64 at pages 50 and 51, and likewise recorded in the Office of the County Recorder of Cook County, Illinois, on January 4, 1932, as document No. 11026442 in Book 724 of Records at page 461; and

WHEREAS, a portion of the aforesaid railroads and other railroad properties and facilities owned by the Grantor (which portion is more particularly described hereinafter), known as the "Belt Railway," is leased to and operated by the Grantee, under and by virtue of a certain lease dated November 1, 1912, and supplements thereto.

18 562 829

WHEREAS, under the aforesaid lease of November 1, 1912, and supplements thereto, from the Grantor to the Grantee, there was granted to the Grantee an option to purchase the Belt Railway; and

WHEREAS, the Grantee has exercised the said option to it granted under lease of November 1, 1912, and supplements thereto, and under date of March 10, 1961 has given notice to the Grantor and an agreement in writing that it will acquire the Belt Railway, which notice and agreement were given more than one year prior to September 1, 1962, in accordance with the terms of the option set forth in Section 9 of Article One of said lease; and

WHEREAS, Grantor by other instruments of even date herewith has transferred and assigned to Grantee all of Grantor's right, title and interest in and to all personal property to which Grantee is entitled upon its exercise of the aforesaid option and not described in and included in this indenture.

Now, THEREFORE, for and in consideration of the premises, and of the sum of Ten Dollars (\$10.00) lawful money of the United States of America in hand duly paid by the Grantee to the Grantor, and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the Grantor, Chicago and Western Indiana Railroad Company, has remise, released, sold, conveyed and quit claimed, and by these presents does remise, release, sell, convey and quit claim to the said Grantee all the right, title, interest, claim and demand of the Grantor in and to the lines of railroad, properties and facilities, of the Grantor in the County of Cook, State of Illinois, known as "Belt Railway," to which Grantee is entitled upon the exercise of the option set forth in Section 9 of Article One of the lease dated November 1, 1912, between the parties hereto, more particularly described in Appendix A attached hereto and by the reference incorporated and made a part hereof.

Including, without limitation, with respect to any of the aforesaid property, any and all main, branch, side, switch, yard, storage, cut-off, spur, industrial, rye, connecting, terminal, passing or other tracks; any and all terminal properties, warehouses, elevators, stockyards, round houses, car, engine or freight houses, shops, docks, fences, turntables, rails, station grounds, depots, buildings, elevated structures, super-structures, structures, water, icing or fueling stations, harbor works, breakwaters, wharves, floating equipment; any and all signals, interlocking plants, telegraph, telephone and communication poles, lines, wires and facilities;

118 562 829

any and all switches, bridges, turnouts, trestles, tunnels, culverts, or viaducts; any and all improvements and appurtenances and any and all other things of whatever kind situated upon any of the real property described in the preceding paragraphs.

Also including, without limitation, all the coal, oil, gas, sulphur, and other minerals (whether similar or dissimilar to the minerals specifically mentioned and whether now known to exist or hereafter discovered) and any interest, right or title of any kind or character whatsoever in said minerals in, under, upon or produced from any of the property conveyed, whether specifically or correctly described herein or not, with all rights appurtenant thereto and all rights heretofore reserved by Grantor.

Also, including, without limitation, any and all street and road crossing rights, leases, leasehold rights, joint facility and other operating or trackage rights and privileges, licenses, franchises, ordinances and rights in any wise belonging or appertaining to the property and facilities hereinabove described, only to the extent, however, that may be necessary and sufficient to enable the Grantee, its lessees and assigns, to use and enjoy, for the purpose of its or their traffic, the property, rights and privileges hereby granted, but not including rights heretofore granted by Grantor to Grantee under the terms of resolutions, permissions, agreements, leases or easements separate from said lease of November 1, 1912, as supplemented, which rights shall continue in accordance with their respective terms.

All of the real estate and tangible property herein conveyed is situated within the State of Illinois and it is the intent of the Grantor by this deed and the Grantor does by this deed convey to Grantee all of the lines of railroad and all the real property of Grantor, whether specifically described herein or not and whether correctly described herein or not, which Grantor is required to convey to Grantee pursuant to the terms of the exercised option contained in Section 3 of Article One of the lease dated November 1, 1912, between the parties hereto.

To HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances and privileges thereunto belonging, or in any wise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said Grantor either in law or equity, to the proper use, benefit and behoof of the Grantee, its successors and assigns forever.

The Grantor for itself and its successors and assigns, covenants that:

18 562 828

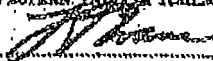
1. Any title, right or interest that it may hereafter acquire to the property herein remised, released, sold, conveyed and quit claimed shall inure to the benefit of and vest in Grantee, its successors and assigns.

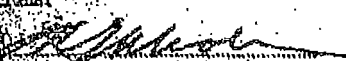
2. At all times on request of Grantee, Grantor will do, execute, acknowledge and deliver or will cause to be so done, all and every further acts, deeds, grants, transfers and assurances and in all lawful ways execute such powers as it may possess and cause to be done and performed such things as may be requisite or necessary to better assure and to confirm this conveyance.

3. The property is not encumbered or charged in any manner by any mortgage or deed of trust executed by Grantor, and Grantor shall defend the title to said property against the same and against any judgments against Grantor appearing as liens against said property.

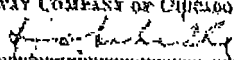
IN WITNESS WHEREOF, CHICAGO AND WESTERN INDIANA RAILROAD COMPANY, the party of the first part, has caused this Indenture to be signed by its President or its Vice President, and its Corporate Seal to be affixed hereto and attested by its Secretary or Assistant Secretary, and THE BELT RAILWAY COMPANY OF CHICAGO, the party of the second part, to evidence its acceptance of the grant hereby made, has caused this Indenture to be signed and acknowledged by its President or Vice President and its Corporate Seal to be affixed hereto and attested by its Secretary or Assistant Secretary.

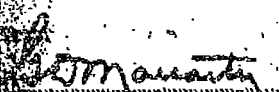
CHICAGO AND WESTERN INDIANA RAILROAD COMPANY

By 
President


Secretary

THE BELT RAILWAY COMPANY OF CHICAGO

By 
Vice President


Assistant Secretary

18 562 829

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

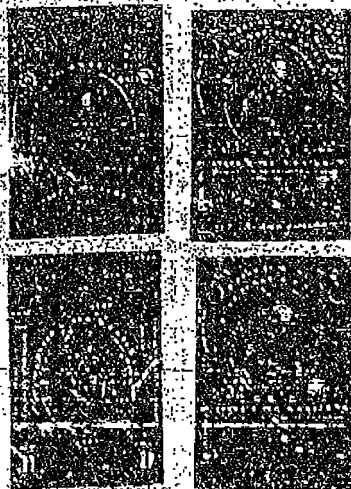
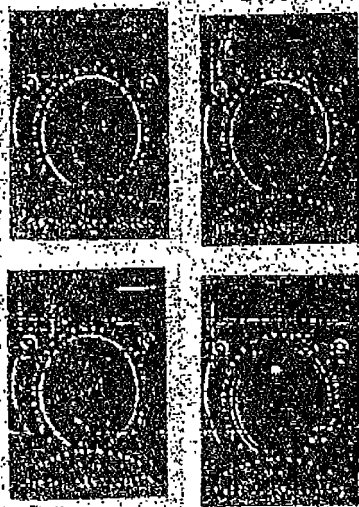
I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that L. A. Evans personally known to me to be the President of Chicago and Western Indiana Railroad Company, an Illinois corporation, and J. R. Ekmola personally known to me to be the Secretary of said corporation, 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 President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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Given under my hand and official seal, this 15th day of August, 1965

Catherine Abbot
Notary Public

My commission expires *Dec 15, 1965*



STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that I. A. SCHILKE personally known to me to be the Vice President of The Belt Railway Company of Chicago, an Illinois corporation, and G. D. MORIARTY personally known to me to be the Assistant 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 Vice President and Assistant Secretary, they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, 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 13th day of August, 1964.

Catherine Abbott
Notary Public

My commission expires *Sept 15, 1965*



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APPENDIX A

PARCEL No. 1

Blocks 11 and 12 and that part of Blocks 9 and 10 lying Westerly of the following described line: beginning at a point in the Northerly line of Grand Avenue 73 feet Easterly of the West line of Lot 9 as measured along said street line; thence Northwesterly 517.97 feet more or less to a point in the North line of said Block 10 a distance of 34 feet Westerly of the Northeast corner of said Block 10 as measured along said North line, all in W. & R. O'Brien's Subdivision of the W. $\frac{1}{4}$ of the SW. $\frac{1}{4}$ of Section 34, Township 40 North, Range 13 East of the Third Principal Meridian recorded as Document No. 183300 in the office of Recorder of Deeds, Cook County, Illinois, also:

The Northeasterly 150 feet of Grand Avenue lying Westerly of a point 73 feet Easterly of the West line of said Lot 9 as measured along the Northerly street line of Grand Avenue and lying Easterly of a point 26.58 feet Westerly of the Southeast corner of said Lot 10 as measured along said street line, also:

PARCEL No. 2

The East 76 feet of Blocks 15 and 16 in W. & R. O'Brien's Subdivision of the W. $\frac{1}{4}$ SW. $\frac{1}{4}$ Section 34, Township 40 North, Range 13 East of the Third Principal Meridian, also:

Beginning at a point in the East line of Block 15 in said W. & R. O'Brien's Subdivision 268 feet North of the South line of said Section 34; thence Southeasterly on a curved line convex Southwesterly having a radius of 2050 feet a chord distance of 122 feet more or less to a point which is 240.42 feet West of the East line of the SW. $\frac{1}{4}$ of said Section 34 as measured at right angles thereto; thence Southeasterly on a straight line 118.08 feet to a point which is 221.6 feet West of the East line and 31.5 feet North of the South line of said SW. $\frac{1}{4}$ Section 34 each measured at right angles thereto; thence Westerly on a line 31.5 feet North of and parallel to said South line 108.24 feet to a point in the West line of the East 76 feet of said Block 16 extended South; thence North along said West line of the East 76 feet of said Block 16 a distance of 19.5 feet; thence Easterly along the South line of Block 16 to the East line of Block 15; thence Northerly along said East line to the point of beginning, also:

The Southerly 1.5 feet of Grand Avenue as measured at right angles to the South line of Grand Avenue lying adjacent to the North line of the East 76 feet of Block 15 in said W. & R. O'Brien's Subdivision, also:

PARCEL No. 3

An irregular parcel of land in the East $\frac{1}{4}$ of the W. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of Section 3, Township 39 North, Range 13 East of the Third Principal Meridian, comprising parts of vacated streets and alleys and sundry lots and blocks in John F. Thompson's North Avenue Subdivision recorded as Document No. 1343380 in the office of Recorder of Deeds, Cook County.

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Illinois, bounded and described as follows: Beginning at a point 145.11 feet West of the East line of said W. $\frac{1}{4}$ and 81.5 feet South of the North line of said NW. $\frac{1}{4}$, said North line being the center line of North Avenue as now located; thence Southeasterly 272.36 feet to a point which is 100 feet West of the East line of said W. $\frac{1}{4}$; thence Southerly on a line 100 feet West of and parallel to said East line a distance of 2316.19 feet more or less to the face of the north abutment in Division Street at sidewalk elevation; thence Westerly along the face of said abutment and said abutment extended Westerly, a distance of 330 feet; thence Northerly on a line which is 430 feet West of and parallel to the East line of said W. $\frac{1}{4}$, a distance of 1,763.92 feet more or less to a point which is 181.7 feet South of the South line of LeMoine Street (vacated); thence Northeasterly, making an angle to the Northeast with last described course extended Northerly of 11 degrees 33 minutes, a distance of 361.2 feet to a point which is 357.16 feet West of the East line of said W. $\frac{1}{4}$; thence continuing Northeasterly on a curved line convex to the Southeast and tangent to last described course, having a radius of 513.992 feet an arc distance of 64.17 feet; thence continuing Northeasterly tangent to last described curve a distance of 13 feet to a point of curve; thence continuing Northeast tangent to last described course on a curved line convex to the Southeast and having a radius of 481.956 feet an arc distance of 57.59 feet to a point which is 345.68 feet West of said East line of the W. $\frac{1}{4}$; thence Northerly tangent to last described curve a distance of 19.6 feet more or less to a point in the South line of Pierce Avenue (vacated); thence Easterly 15.88 feet along said South line of Pierce Avenue (vacated) to a point which is 330 feet West of the East line of said W. $\frac{1}{4}$; thence Northerly on a line 330 feet West of and parallel to said East line a distance of 337.83 feet to a point which is 81.5 feet South of the North line of said NW. $\frac{1}{4}$, said North line being the center line of North Avenue as now located; thence East along a line 81.5 feet South of and parallel to said North line a distance of 184.39 feet to the point of beginning, also:

PARCEL NO. 4.

An irregular parcel of land in the E. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of the SW. $\frac{1}{4}$ of Section 3, Township 39 North, Range 13 East of the Third Principal Meridian, being parts of vacated streets and alleys and sundry lots and blocks in West Chicago Land Company's Subdivision of the W. $\frac{1}{4}$ of said SW. $\frac{1}{4}$, recorded in Document 118089 in the office of Recorder of Deeds, Cook County, Illinois, bounded and described as follows: Beginning at the point of intersection of a line which is 100 feet West of the East line of said NW. $\frac{1}{4}$ of the SW. $\frac{1}{4}$ with the face of the south concrete abutment in Division Street at sidewalk elevation; thence Southerly on a line 100 feet West of and parallel with said East line to the face of the north concrete abutment in Augusta Boulevard at sidewalk elevation; thence Westerly along said face of concrete abutment 38 feet; thence Northerly at right angles 8.5 feet to a point in the North line of Augusta Boulevard which is the South line of Lot 42 in Block 8 in said West Chicago Land Company's Subdivision; thence Westerly 25 feet along said South line of Lot 42 to the Southwest corner of said Lot 42; thence Northwesterly 699.41 feet more or less to a point which is 564.56 feet North of the center line of the

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first East and West vacated alley North of Augusta Boulevard and which point is 341.4 feet West of the East line of said NW. $\frac{1}{4}$; thence Southwesterly 20 feet to a point which is 301.40 feet West of said East line of the NW. $\frac{1}{4}$ and 550.8 feet North of the center line of said East and West vacated alley; thence Northwesterly 238.49 feet to a point which is 782.85 feet North of the center line of said vacated alley in Block 8 measured at right angles thereto and 1.88 feet East of the West line of Lot 11 in Block 4; thence Southwesterly 228.94 feet to a point in Lot 27 in said Block 4 which point is 4.64 feet West of the East line of said Lot 27 and 618.6 feet North of the center line of said vacated alley in Block 8 measured at right angles thereto; thence continuing Southwesterly in a straight line a distance of 115.21 feet more or less to a point in vacated Thomas Street which point is 2.36 feet East of the West line of Lot 25 in said Block 4 produced Southerly and 525.6 feet North of the center line of said vacated alley in Block 8 measured at right angles thereto; thence continuing Southwesterly in a straight line a distance of 82.64 feet more or less to a point which is 26 feet East of the West line of Lot 22 in said Block 8 and 448.6 feet North of the center line of said vacated alley in Block 8; thence South 580.80 feet more or less on a line which is 26 feet East of and parallel to the West line of Blocks 8 and 9 in said West Chicago Land Company's Subdivision to a point on the North line of Augusta Boulevard which point is 40 feet North of the South line of said NW. $\frac{1}{4}$; thence Westerly along said North line of Augusta Boulevard a distance of 40 feet; thence North 1,255.29 feet more or less to a point in the South line of Division Street; thence East along the South line of Division Street which is the North line of Block 1 in said Subdivision a distance of 78.95 feet to a point which is 12.88 feet West of the East line of Lot 20 in Block 1; thence South in a straight line a distance of 454.54 feet to a point in the North line of the East and West alley in Block 4 said point being 12.88 feet West of the East line of Lot 20 in Block 4; thence East along the North line of the said East and West alley in Block 4 a distance of 81.01 feet to a point, said point being 6.82 feet West of the Southeast corner of Lot 12 Block 4; thence Northeasterly in a straight line 802.10 feet to a point in the East line of Lot 32 Block 1 which is 65.97 feet South of the Northeast corner of Lot 32; thence North along the East line of Lot 32 and Lot 13 Block 1 a distance of 196.17 feet to the Northeast corner of Lot 13 Block 1 and in the South line of Division Street; thence East along the North line of said Block 1 a distance of 40.80 feet more or less to a point in the west face of a concrete abutment; thence North 5.49 feet more or less at right angles to last described course to an intersection with the face of concrete abutment on the South side of Division Street extended Westerly; thence Easterly 292.5 feet to the point of beginning, also:

PARCEL NO. 5

An irregular parcel of land in the E. $\frac{1}{4}$ of the SW. $\frac{1}{4}$ of the SW. $\frac{1}{4}$ of Section 3, Township 39 North, Range 13 East of the Third Principal Meridian, comprising parts of vacated streets and alleys and sundry lots and parts thereof in Blocks 9, 12, 13 and 16 in West Chicago Land Company's Subdivision of the W. $\frac{1}{4}$ of said SW. $\frac{1}{4}$ recorded as Document No. 118089, in the Office of Recorder of Deeds, Cook County, Illinois, bounded and described as follows: Beginning at a point 100 feet West of the East

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line of the W. $\frac{1}{4}$ of said SW. $\frac{1}{4}$ and 31.3 feet South of the North line of the SW. $\frac{1}{4}$ SW. $\frac{1}{4}$, which point is the face of the south concrete abutment in Augusta Boulevard at sidewalk elevation; thence South along a line 100 feet West of and parallel to said East line a distance of 1,058.02 feet more or less to a point which is 254 feet North of the South line of said SW. $\frac{1}{4}$; thence Southeasterly on a line which makes an angle with last described course extended Southerly of 4 degrees 55 minutes, a distance of 223.2 feet to a point which is 80.8 feet West of said East line and 31.5 feet North of the South line of said SW. $\frac{1}{4}$, said South line being the center line of Chicago Avenue as now located; thence Westerly on a line 31.5 feet North of and parallel to said South line a distance of 68 feet; thence Northerly at right angles to last described course a distance of 18.5 feet; thence Westerly at right angles to last described course, 81.19 feet to a point which is 207.99 feet West of the East line of said SW. $\frac{1}{4}$ and which point is the Southwest corner of Lot 43 in said Block 18; thence Northerly along the West line of Lots 3 and 43 in said Block 18 and Lot 42 in said Block 13 and said lot lines extended, a distance of 470.0 feet more or less to the Southwest corner of Lot 8 in said Block 18; thence Northeasterly 126.61 feet, more or less, to the Northeast corner of said Lot 3 in Block 18 and which point is 133 feet West of the East line of said SW. $\frac{1}{4}$; thence Northerly on a line 183 feet West of and parallel with said East line and which parallel line is the West line of Lots 2 and 43 in Block 9 and Lots 2 and 43 in Block 42 in said Subdivision and said lot lines extended, a distance of 663.45 feet more or less to a point which is 31.5 feet South of the North line of said SW. $\frac{1}{4}$ of the SW. $\frac{1}{4}$; thence Easterly 83 feet along a line 31.5 feet South of and parallel to said North line to the point of beginning, also;

PARCEL No. 6

An irregular parcel of land in the NW. $\frac{1}{4}$ of Section 10, Township 39 North, Range 13 East of the Third Principal Meridian, being part of vacated streets and alleys and sundry lots and blocks in West Chicago Land Company's Subdivision of the NW. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of said Section 10, recorded July 21, 1878 as Document No. 114011; in the Office of Recorder of Deeds, Cook County, Illinois; also a part of the Subdivision of the SW. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of said Section 10, recorded September 23, 1881 as Document No. 350188, in the Office of Recorder of Deeds, Cook County, Illinois, bounded and described as follows: Beginning at a point 31.5 feet South of the North line and 125.00 feet West of the North and South center line of said NW. $\frac{1}{4}$; thence South 233.58 feet on a line which is 125 feet West of and parallel to said North and South center line; thence Southeasterly 70.58 feet to a point which is 100 feet West of said North and South center line; thence continuing Southerly 945.42 feet on a line 100 feet West of and parallel to said North and South center line to the center line of West Ohio Street; thence Easterly along the center line of West Ohio Street a distance of 447 feet, more or less, to a point 65.8 feet West of said North and South center line; thence continuing Southerly 362.84 feet to a point which is 52.09 feet West of said North and South center line; thence West at right angles to last described course a distance of 5.78 feet to the Northwest corner of Lot 1 in Block 4 in said Subdivision

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of the SW. $\frac{1}{4}$ of said NW. $\frac{1}{4}$; thence South along the West line of Lot 1 Block 4 extended a distance of 140.34 feet to the Northwest corner of Lot 50 in Block 4; thence East along the North line of Lot 50 in said Block 4 a distance of 14.5 feet; thence South 14.5 feet East of and parallel to and measured at right angles from the West line of Lot 50 in Block 4, Lots 1 and 50 in Block 6, and Lots 1 and 50 in Block 8 and extended Southerly a distance of 778.35 feet more or less to point on the Northerly right of way line of the C&NW Railway which point is 50 feet North of the South line of said NW. $\frac{1}{4}$ and 43.0 feet West of said North and South center line; thence East along said Northerly right of way line a distance of 98.0 feet to a point; thence Northwesterly 1,126 feet to a point which is 32 feet East of said North and South center line; thence continuing Northwesterly on a curved line convex Easterly having a radius of 1,210 feet an arc distance of 108.3 feet; thence continuing Northwesterly 1,328 feet, tangent to last described curve, to a point which is 70 feet West of said North and South center line; thence continuing Northwesterly a distance of 18.55 feet to a point which is 71.36 feet West of said North and South center line and 37.6 feet South of the North line of said NW. $\frac{1}{4}$; thence Westerly along a line 31.5 feet South of and parallel to said North line a distance of 33.4 feet, more or less, to the point of beginning;

(Except that part conveyed by Quit Claim Deed dated February 27, 1962 and recorded as Document No. 18412824 in the Office of Recorder of Deeds, Cook County, Illinois, more particularly described as follows:

Beginning at a point in the North line of Lot Fifty (50), Block Four (4), 14.5 feet East of the Northwest corner of said Lot Fifty (50); thence South in a straight line a distance of 738.77 feet, more or less, to a point in the South line of Lot 50 in Block 8, which point is 14.5 feet East of the Southwest corner of said Lot 50 in Block 8; thence East along the South line of said Lot 50 in Block 8 and said South lot line extended East a distance of 25.00 feet; thence North in a straight line 25.00 feet East of and parallel to the first described course a distance of 738.77 feet more or less, to a point in the North line of Lot 50 in said Block 4 extended East; thence West 25.00 feet to the point of beginning) also:

Permanent easements (as created by the Quit Claim Deed last aforementioned recorded as Document No. 18412824) in and to the premises situated in Cook County, Illinois, more particularly described as follows:

Beginning at a point in the North line of Lot Fifty (50), Block Four (4), 14.5 feet East of the Northwest corner of said Lot Fifty (50); thence South in a straight line a distance of 738.77 feet, more or less, to a point in the South line of Lot 50 in Block 8, which point is 14.5 feet East of the Southwest corner of said Lot 50 in Block 8; thence East along the South line of said Lot 50 in Block 8 and said South lot line extended East a distance of 25.00 feet; thence North in a straight line 25.00 feet East of and parallel to the first described course a distance of 738.77 feet, more or less, to a point in the North line of Lot 50 in said Block 4 extended East; thence West 25.00 feet to the point of beginning;

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for the purpose of inspecting and maintaining embankment fill upon the premises above described and for the purpose of installing, maintaining, repairing and renewing communication lines thereon; also

PARCEL No. 7

A parcel of land in the SW. $\frac{1}{4}$ of Section 10, Township 39 North, Range 13 East of the Third Principal Meridian, being part of vacated streets and alleys, and sundry lots and parts of sundry lots in Blocks 6 and 7 of West Chicago Land Company's Subdivision of the S. $\frac{1}{2}$ of said Section 10, recorded as Document No. 105878 in the Office of Recorder of Deeds, Cook County, Illinois, bounded and described as follows: Beginning at a point in the North line of West Kinzie Street which is the Northwest corner of Lot 1 in said Block 7; thence Southerly along the West line of Lot 1 and said West line extended Southerly to the North line of West Lake Street, a distance of 373.05 feet; thence Easterly along the North line of West Lake Street a distance of 108.47 feet; thence Northerly on a line 43 feet East of and parallel to the North and South center line of said SW. $\frac{1}{4}$, 383.1 feet to the South line of West Kinzie Street; thence Westerly along the South line of West Kinzie Street, which line is 116 feet South of and parallel to the North line of said SW. $\frac{1}{4}$, a distance of 106 feet to the point of beginning, also:

PARCEL No. 8

A parcel of land in the SW. $\frac{1}{4}$ of Section 10, Township 39 North, Range 13 East of the Third Principal Meridian, being part of vacated streets and alleys and sundry lots in Resubdivision of Blocks 10 and 11 in West Chicago Land Company's Subdivision of the S. $\frac{1}{2}$ of said Section 10, recorded as Document No. 105878 in the Office of Recorder of Deeds, Cook County, Illinois, bounded and described as follows: Beginning at a point of intersection of the South line of West Lake Street with the Northwest corner of Lot 1, Block 10 in said Resubdivision; thence Southerly along a line 58 feet West of and parallel to the North and South center line of said SW. $\frac{1}{4}$, a distance of 248.3 feet more or less to a point in the North line of West Fulton Street; thence East 106 feet along the North line of West Fulton Street to a point which is 43 feet East of the said North and South center line; thence Northerly along a line 43 feet East of and parallel to said center line a distance of 241.2 feet more or less to a point in the South line of West Lake Street; thence Westerly along said South line of West Lake Street 108.47 feet, more or less, to the point of beginning, also:

PARCEL No. 9

A parcel of land in the SW. $\frac{1}{4}$ of Section 10, Township 39 North, Range 13 East of the Third Principal Meridian, being a part of vacated streets and alleys and sundry lots in Blocks 10 and 11 in West Chicago Land Company's Resubdivision of Blocks 10 and 11 of said Section 10 recorded as Document No. 105878 in the Office of Recorder of Deeds, Cook County Illinois, bounded and described as follows: Beginning at a point

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of intersection of the South line of West Fulton Street with the Northwest corner of Lot 49 in said Resubdivision; thence Southerly 246.2 feet, more or less, along the West line of Lot 49 extended and the West line of Lot 98 to the Southwest corner of Lot 98 at the North line of West Maypole Avenue; thence Easterly along the North line of West Maypole Avenue, a distance of 108 feet to a point which is 48 feet East of the East line of the W. $\frac{1}{4}$ of the SW. $\frac{1}{4}$; thence Northerly on a line 48 feet East of and parallel to the East line of said W. $\frac{1}{4}$, a distance of 246.2 feet more or less to a point in the South line of West Fulton Street; thence Westerly 108 feet, more or less, along the South line of West Fulton Street to the point of beginning, also:

PARCEL No. 10

A parcel of land in the SW. $\frac{1}{4}$ of Section 10, Township 39 North, Range 18 East of the Third Principal Meridian, being a part of vacated streets and alleys and sundry lots and parts thereof in Resubdivision of Block 23 in West Chicago Land Company's Resubdivision of the S. $\frac{1}{2}$ of said Section 10, recorded as Document No. 105378 in the Office of Recorder of Deeds, Cook County, Illinois, bounded and described as follows: Beginning at a point in the South line of West Maypole Avenue, which point is the Northwest corner of Lot 1 in Block 23; thence Southerly along the West line of Lot 1 extended and the West line of Lot 48 a distance of 350 feet, more or less, to the Southwest corner of Lot 48 at the North line of West End Avenue; thence Easterly along the North line of West End Avenue a distance of 106 feet to a point 48 feet East of the East line of the W. $\frac{1}{4}$ of said SW. $\frac{1}{4}$; thence Northerly 350 feet, more or less, on a line 48 feet East of and parallel to said East line of the W. $\frac{1}{4}$ of said SW. $\frac{1}{4}$ to a point on the South line of West Maypole Avenue; thence Westerly along the South line of West Maypole Avenue 106 feet, more or less, to the point of beginning, also:

PARCEL No. 11

A parcel of land in the SW. $\frac{1}{4}$ of Section 10, Township 39 North, Range 18 East of the Third Principal Meridian, being a part of vacated streets and alleys and sundry lots in Resubdivision of Blocks 26 and 27 in West Chicago Land Company's Subdivision of the S. $\frac{1}{2}$ of said Section 10 recorded as Document No. 105373 in the Office of Recorder of Deeds, Cook County, Illinois, bounded and described as follows: Beginning at a point in the South line of West End Avenue which point is the Northwest corner of Lot 1 in said Block 26; thence Southerly 350 feet more or less along the West line of said Lot 1 extended and the West line of Lot 48 to the Southwest corner of Lot 48 at the North line of West Washington Boulevard; thence Easterly along the North line of West Washington Boulevard 106 feet to a point which is 48 feet East of the East line of the W. $\frac{1}{4}$ of said SW. $\frac{1}{4}$; thence Northerly along a line 48 feet East of and parallel to said East line of the W. $\frac{1}{4}$ a distance of 350 feet, more or less, to a point in the South line of West End Avenue; thence Westerly along South line of West End Avenue, a distance of 106 feet, more or less, to the point of beginning, also:

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follows: Beginning at a point in the South line of West Monroe Street, 51.37 feet West of the East line of W. $\frac{1}{4}$ of NW. $\frac{1}{4}$; thence Southerly 276.2 feet to a point which is 51.31 feet West of said East line of W. $\frac{1}{4}$ of NW. $\frac{1}{4}$; thence Easterly 109.91 feet to a point in the East line of Lot 13 in Block 3 in said Boynton's Subdivision extended South and which point is 58.6 feet East of said East line of the W. $\frac{1}{4}$ of NW. $\frac{1}{4}$ and 18.50 feet South of Southeast corner of said Lot 13; thence Northerly 276.2 feet, more or less, along the East line of Lot 13 as extended South and North and the East line of Lot 12 to the Northeast corner of said Lot 12 at the South line of West Monroe Street; thence Westerly 109.97 feet, more or less, along the South line of West Monroe Street to the point of beginning, also;

PARCEL No. 16

A parcel of land in the NW. $\frac{1}{4}$ of Section 15, Township 39 North, Range 13 East of the Third Principal Meridian, being part of vacated streets and alleys and sundry lots in Block 2 of Boynton's Subdivision of the W. $\frac{1}{4}$ of the W. $\frac{1}{4}$ of the NE. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of said Section 15 recorded as Document No. 1209548 in the Office of Recorder of Deeds, Cook County, Illinois, and part of Subdivision of the E. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ recorded as Document No. 912970 in the Office of Recorder of Deeds, Cook County, Illinois, bounded and described as follows: Beginning at a point in the North line of West Adams Street at the Southeast corner of Lot 13 in Block 2 in said Boynton's Subdivision; thence North along the East line of said Lot 13 and the East line of Lot 12 in said Block 2 extended South and North a distance of 276.20 feet to a point which is 18.5 feet North of the Northeast corner of said Lot 12 as measured along said East line Lot 12 extended North; thence West a distance of 109.88 feet to a point which is 51.38 feet West of the East line of the W. $\frac{1}{4}$ NW. $\frac{1}{4}$ and 276.20 feet North of the North line of West Adams Street; thence Southerly 276.20 feet to a point in the North line of West Adams Street which point is 51.30 feet West of the East line of the W. $\frac{1}{4}$ NW. $\frac{1}{4}$; thence East along the North line of West Adams Street 109.80 feet, more or less, to the point of beginning, also;

PARCEL No. 16

A parcel of land in the NW. $\frac{1}{4}$ of Section 15, Township 39 North, Range 13 East of the Third Principal Meridian, being part of vacated streets and alleys and sundry lots in Block 1 of Boynton's Subdivision of the W. $\frac{1}{4}$ of the W. $\frac{1}{4}$ of the NE. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of said Section 15 recorded as Document No. 1209548 in the Office of Recorder of Deeds, Cook County, Illinois, and part of Subdivision of the E. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ recorded as Document No. 912970 in the Office of Recorder of Deeds, Cook County, Illinois, bounded and described as follows: Beginning at a point on the South line of West Adams Street 51.23 feet West of the East line of the W. $\frac{1}{4}$ of said NW. $\frac{1}{4}$; thence South 259.7 feet, more or less, to a point 7 feet South of the North line of West Jackson Boulevard which point is 51.22 feet West of said East line of the W. $\frac{1}{4}$ and 83 feet North of the East and West center line of said NW. $\frac{1}{4}$; thence East 83 feet North of the East and West center line of said NW. $\frac{1}{4}$ and along the North line of

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West Jackson Boulevard 199.72 feet to the Southeast corner of Lot 18 in said Block 1 of Boynton's Subdivision; thence Northerly 259.7 feet, more or less, along the East line of Lot 18 and said East line extended North and the East line of Lot 12 to the Northeast corner of Lot 12 which is in the South line of West Adams Street; thence West along the South line of West Adams Street 109.78 feet to the point of beginning, also:

PARCEL No. 17

A parcel of land in the NW. $\frac{1}{4}$ of Section 15, Township 39 North, Range 13 East of the Third Principal Meridian, being part of vacated streets and alleys and sundry lots in Blocks 1 and 2 in G. L. Harvey's Subdivision of the NE. $\frac{1}{4}$ of the SW. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of said Section 15 recorded as Document No. 1239401 in the Office of Recorder of Deeds, Cook County, Illinois, and in Counselman's Subdivision of the N. $\frac{1}{2}$ of the SE. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of said Section 15, recorded as Document No. 848448 in the Office of Recorder of Deeds, Cook County, Illinois, bounded and described as follows: Beginning at a point 58.75 feet West of the East line of the West $\frac{1}{2}$ and 33 feet South of the East and West center line of said NW. $\frac{1}{4}$; thence South 7 feet on a line 58.75 feet West of and parallel to said East and West center line to the Northwest corner of Lot 24 in said Block 1 of Harvey's Subdivision; thence Southerly 592 feet, more or less, along the Westerly line of Lots 24 and 25 in said Block 1, and Lots 24 and 25 in Block 2 of said Harvey's Subdivision, and said Lot lines extended to the North line of West Van Buren Street; thence Easterly along the North line of West Van Buren Street, a distance of 91.65 feet to a point which is 33 feet East of the East line of the W. $\frac{1}{2}$ of said NW. $\frac{1}{4}$; thence Northerly 592.55 feet, more or less, on a line 33 feet East of and parallel to said East line of the W. $\frac{1}{2}$ of said NW. $\frac{1}{4}$ to the South line of West Jackson Boulevard; thence Westerly along the South line of West Jackson Boulevard, 91.75 feet to the point of beginning, also:

PARCEL No. 18

A parcel of land in the NW. $\frac{1}{4}$ of Section 15, Township 39 North, Range 13 East of the Third Principal Meridian, bounded and described as follows: Beginning at a point in the South line of West Van Buren Street 58 feet West of the East line of the W. $\frac{1}{2}$ of said NW. $\frac{1}{4}$; thence Southerly 266.51 feet along a line 58 feet West of and parallel to said East line of the W. $\frac{1}{2}$ to a point in the North line of West Congress Street; thence Easterly 91 feet along the North line of West Congress Street to a point 33 feet East of said East line of the W. $\frac{1}{2}$; thence Northerly 266.47 feet on a line which is 33 feet East of and parallel to said East line of the W. $\frac{1}{2}$ to the South line of West Van Buren Street; thence Westerly 91 feet along the South line of West Van Buren Street to the point of beginning, also:

PARCEL No. 19

A strip of land 66 feet in width lying South of the South line of West Congress Street and North of the North line of West Harrison Street, the North and South center line of said 66 feet being the North and South

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center line of the NW. $\frac{1}{4}$ of Section 15, Township 39 North, Range 13 East of the Third Principal Meridian, also:

PARCEL NO. 20

A strip of land 66 feet in width lying South of the South line of West Harrison Street and North of the North line of West Lexington Street as located before Congress Street Expressway was constructed, the North and South center line of said 66 foot strip being the North and South center line of the SW. $\frac{1}{4}$ of Section 15, Township 39 North, Range 13 East of the Third Principal Meridian, also:

Lot 9 in Block 4 in Purington and Scranton's Subdivision of the E. $\frac{1}{4}$ of the SW. $\frac{1}{4}$, Section 15, Township 39 North, Range 13 East of the Third Principal Meridian and 16 foot vacated public alley lying south of and adjacent to said Lot 9, also:

Lots 1, 93, 94, and 187 of Mandell's Subdivision of Blocks 1, 2, 3, and 4 in Purington and Scranton's Subdivision of the W. $\frac{1}{4}$ SW. $\frac{1}{4}$, Section 15, Township 39 North, Range 13 East of the Third Principal Meridian, also:

The South 17 feet of West Harrison Street (vacated) lying North of and adjacent to said Lot 1; the vacated public alley lying between said Lots 1 and 93, the vacated public alley lying between said Lots 94 and 187 and that part of vacated West Mournoy Street lying between said Lots 93 and 94, also:

PARCEL NO. 21

A parcel of land in the SW. $\frac{1}{4}$ of Section 15, Township 39 North, Range 13 East of the Third Principal Meridian, comprising parts of vacated streets and alleys and sundry lots in Block 5 in the Subdivision of that part of the E. $\frac{1}{4}$ of the SW. $\frac{1}{4}$ of said Section 15 lying North of Barry Point Road recorded as Document No. 1098773 in the Office of Recorder of Deeds, Cook County, Illinois, and in Mandell's Subdivision of Blocks 5 to 8 in Purington's and Scranton's Subdivision of the W. $\frac{1}{4}$ SW. $\frac{1}{4}$ of said Section 15 recorded as Document No. 355978 in the Office of Recorder of Deeds, Cook County, Illinois, bounded and described as follows: Beginning at a point on the South line of West Lexington Street which point is the Northwest corner of Lot 2 in said Mandell's Subdivision; thence Southerly 266.52 feet along the West line of said Lot 2 and said West line extended Southerly 18 feet to the Northwest corner of Lot 93 in said Mandell's Subdivision and along the West line of said Lot 93 to the Southwest corner of said Lot 93 which is the north line of West Polk Street; thence Easterly 141.59 feet along the North line of West Polk Street to the Southeast corner of Lot 14 in Block 5 of said Subdivision of the E. $\frac{1}{4}$ SW. $\frac{1}{4}$; thence Northerly 286.75 feet along the East line of said Lot 14 and said Easterly line extended Northerly 18 feet to the Southeast corner of Lot 15 in said Subdivision of the E. $\frac{1}{4}$ SW. $\frac{1}{4}$ and continuing Northerly along the East line of said Lot 15 to the Northeast corner thereof which is the South line of West Lexington Street; thence Westerly along the South line of West Lexington Street 25 feet to the Northwest corner of said Lot 15;

18 562 829

thence Southwesterly in a straight line to a point in the South line of West Lexington Street said point being the Northeast corner of Lot 1 in said Mandell's Subdivision; thence West along the South line of West Lexington Street to the point of beginning, also:

PARCEL NO. 22

A parcel of land in the SW. $\frac{1}{4}$ of Section 15, Township 39 North, Range 13 East of the Third Principal Meridian, comprising parts of vacated streets and alleys and sundry lots in the following subdivisions: Subdivision of that part of the E. $\frac{1}{4}$ of the SW. $\frac{1}{4}$ of said Section lying North of Barry Point Road; Mandell's Subdivision of Blocks 5 to 8 in Purington's & Scranton's Subdivision of the W. $\frac{1}{4}$ SW. $\frac{1}{4}$ of said Section; and Butler & Lowry's West 48th Street Addition, being a Subdivision of part of Lots 9 and 10 in said Purington's & Scranton's Subdivision, bounded and described as follows: Beginning at a point in the South line of West Polk Street 83.58 feet West of the East line of the W. $\frac{1}{4}$ of said SW. $\frac{1}{4}$, which point is the NW. corner of Lot 96 in said Mandell's Subdivision; thence Southerly along the West line of said Lot 96 and said West line extended South 16 feet to the Northwest corner of Lot 187 in said Mandell's Subdivision and continuing Southerly along the West line of said Lot 187 and said West line extended Southerly 66 feet to a point in the North line of Lot 96 in said Butler & Lowry's West 48th Street Addition which point is 88.58 feet West of the East line of said W. $\frac{1}{4}$; thence continuing Southerly along a line 83.58 feet West of and parallel to said East line of the W. $\frac{1}{4}$ to a point in the South line of Lot 2 in said Butler & Lowry's Addition which line is the North line of Fifth Avenue; thence Easterly along the North line of Fifth Avenue to a point in the Southeast corner of Lot 1 of Block 9 of said Butler Addition; thence Northeasterly along the North line of Fifth Avenue to the Southeast corner of Lot 19 in Block 6 in said Subdivision of the E. $\frac{1}{4}$ of the SW. $\frac{1}{4}$; thence Northwest along the Northeast line of said Lot 19 a distance of 125 feet to the Northeast corner of said Lot 19; thence Southwesterly 20.14 feet, more or less, along the Northern line of said Lot 19; thence Northerly a distance of 361.51 feet along a line 88 feet East of and parallel to said East line of the W. $\frac{1}{4}$ to the Northeast corner of Lot 28 in said Block 9; thence Westerly 141.53 feet along the South line of West Polk Street to the point of beginning, also:

PARCEL NO. 23

An irregular parcel of land in the SW. $\frac{1}{4}$ of Section 15, Township 39 North, Range 13 East of the Third Principal Meridian, including parts of vacated streets and alleys and sundry lots in O. G. Fox's Colorado Addition to Chicago in the SW. $\frac{1}{4}$ of said Section 15 and part of Block 7 in vacated D. S. Place's Third Addition to Chicago being a Subdivision of the E. $\frac{1}{4}$ of the SW. $\frac{1}{4}$ of Section 15, Township 39 North, Range 13 East of the Third Principal Meridian lying South of right of way of the B & O, C. T. Railroad (excluding the West 83 feet thereof) bounded and described as follows: Commencing at a point in the South line of Fifth Avenue 58 feet West of the East line of the W. $\frac{1}{4}$ of said SW. $\frac{1}{4}$ as measured at a

right-angle; thence Southerly 133.21 feet on a line 63 feet West of and parallel to said East line of the W. $\frac{1}{4}$ to the face of concrete abutment at base of rail elevation; thence Easterly along said face of concrete abutment a distance of 35 feet; thence Southerly 361.36 feet on a line which is 33 feet Westerly of and parallel to said East line of the W. $\frac{1}{4}$; thence Southwesterly on a curved line convex to the Northwest having a radius of 441.13 feet an arc distance of 143.10 feet to a point which is 56 feet West of the East line of said W. $\frac{1}{4}$; thence Southerly a distance of 114.86 feet on a line which is 56 feet West of and parallel to said East line to a point which is 33 feet North of the South line of said SW. $\frac{1}{4}$; thence Easterly 119 feet along a line 33 feet North of and parallel to said South line; thence Northerly 515.16 feet, more or less, on a line which is 63 feet East of and parallel to said East line of the W. $\frac{1}{4}$ of said SW. $\frac{1}{4}$; thence Easterly 5 feet; thence Northerly 163.92 feet on a line which is 63 feet East of and parallel to said East line of the W. $\frac{1}{4}$; thence Southwesterly on a curved line convex to the Northwest having a radius of 433.29 feet an arc distance of 53.51 feet to a point which is 33 feet East of said East line of the W. $\frac{1}{4}$ which point is 176.36 feet South of the South line of B. & O. C. T. Railroad 100 feet right of way; thence Northerly on a line 33 feet East of and parallel to said East line a distance of 55.32 feet; thence Northeasterly on a curved line convex to the Northwest having a radius of 463.89 feet an arc distance of 43.92 feet; thence Northerly 86.86 feet, more or less, to face of concrete abutment; thence Westerly along said face of concrete abutment a distance of 35 feet to a point which is 33 feet East of said East line of the W. $\frac{1}{4}$; thence Northerly 62 feet on a line 33 feet East of and parallel to said East line to said face of concrete abutment at base of rail elevation; thence Easterly 35 feet along said face of concrete abutment; thence Northerly 38 feet on a line which is 63 feet East of and parallel to said East line of the W. $\frac{1}{4}$; thence Westerly 2 feet on a line 33 feet North of and parallel to said face of concrete abutment; thence Northerly 132.36 feet, more or less, on a line which is 33 feet East of and parallel to said East line to a point in the Southerly line of Fifth Avenue; thence Westerly 94.27 feet along said Southerly line of Fifth Avenue to a corner; thence continuing Westerly along said Southerly line of Fifth Avenue a distance of 44.96 feet, more or less, to the point of beginning, also;

PARCEL No. 24

A parcel of land in the NW. $\frac{1}{4}$ of Section 22, Township 39 North, Range 13 East of the Third Principal Meridian, comprising parts of vacated streets and alleys and sundry lots and blocks in the following Subdivisions as recorded in the Office of Recorder of Deeds, Cook County, Illinois: Adam Schaaf's Subdivision of the NE. $\frac{1}{4}$ NW. $\frac{1}{4}$ NW. $\frac{1}{4}$ of said Section 22, except the East 33 feet thereof, recorded May 2, 1883, Book 39, Page 33; Subdivision of SE. $\frac{1}{4}$ NW. $\frac{1}{4}$ NW. $\frac{1}{4}$ of said Section, recorded July 2, 1883, Book 37, Page 4; Subdivision of the N. $\frac{1}{4}$ SW. $\frac{1}{4}$ NW. $\frac{1}{4}$ of said Section, recorded May 11, 1873, Book 3, Page 30; Mandell's Resubdivision of Lots 1 to 50 inclusive in Block 4 in Bryant's Subdivision of N. $\frac{1}{4}$ SW. $\frac{1}{4}$ NW. $\frac{1}{4}$ of said Section, recorded Dec. 7, 1888, Book 33, Page 6; Subdivision of S. $\frac{1}{4}$ SW. $\frac{1}{4}$ NW. $\frac{1}{4}$ of said Section, recorded January 8, 1876, Book 11, Page 35; Robert H. Buckley's Subdivision of

18 562 829

Lots 1, 4, 11, 14, 15, 18, 25, 28, and the W. $\frac{1}{4}$ of Lots 8, 12, 17 and 26 of Superior Court Partition of S. $\frac{1}{4}$ SW. $\frac{1}{4}$ NW. $\frac{1}{4}$ of said Section, recorded May 11, 1888, Book 29, Page 54; George A. Knight's Subdivision of W. $\frac{1}{4}$ S. $\frac{1}{4}$ SE. $\frac{1}{4}$ NW. $\frac{1}{4}$ of said Section, recorded January 27, 1891, bounded and described as follows: Beginning at a point 33 feet South of the North line of said Section 23 and 56 feet West of the East line of the W. $\frac{1}{4}$ of said NW. $\frac{1}{4}$; thence Southerly on a line which is 56 feet West of and parallel to said East line of the West $\frac{1}{4}$ to a point in the North line of West 14th Street; thence Easterly along said North line of West 14th Street a distance of 23 feet to a point that is 33 feet West of said East line of the W. $\frac{1}{4}$; thence South 33 feet West of and parallel to said East line a distance of 56 feet to a point in the South line of West 14th Street; thence West along said South line of West 14th Street a distance of 23 feet to a point that is 56 feet West of said East line of the W. $\frac{1}{4}$; thence Southerly on a line which is 56 feet West of and parallel to said East line of the W. $\frac{1}{4}$ to a point in the South line of Lot 37 in said Buckley's Subdivision which point is 2 feet East of the Southwest corner of said Lot 37; thence Easterly along said Lot line 13 feet; thence South 141.43 feet on a line which is 43 feet West of and parallel to said East line of the W. $\frac{1}{4}$ to a point which is 33 feet North of said South line of the NW. $\frac{1}{4}$; thence East 342.96 feet on a line 33 feet North of and parallel to said South line, the former line being the North line of West 16th Street, to the West line of South Kolmar Avenue; thence Northerly 632.58 feet along the West line of South Kolmar Avenue to a point which is 306.07 feet East of the East line of said W. $\frac{1}{4}$ which point is on the center line of West 15th Street vacated; thence Easterly 29.55 feet, measured along the said center line of West 15th Street extended East; thence Northerly 453.80 feet, more or less, to a point which is 323.62 feet East of the East line of said W. $\frac{1}{4}$ and 200 feet South of the center line of West 14th Street; thence Westerly 32.58 feet on a line which is 200 feet South of and parallel to the center line of West 14th Street extended East and which point is 297.08 feet East of the East line of said W. $\frac{1}{4}$; thence Northerly 1,033.65 feet, more or less, on a line 303.0 feet East of and parallel to said East line of the W. $\frac{1}{4}$ to a point which is 493 feet South of the North line of said NW. $\frac{1}{4}$ as measured along said parallel line produced North; thence Westerly 170 feet on a line 493 feet South of and parallel to said North line; thence Northwesterly in a straight line 452.71 feet, more or less, to a point which is 33 feet South of the North line of Section 23 and 56 feet East of the East line of the W. $\frac{1}{4}$ NW. $\frac{1}{4}$; thence Westerly along a line 33 feet South of and parallel with said North line a distance of 132 feet to the place of beginning.

(Except that part conveyed by Quit Claim Deed dated February 26, 1932, and recorded as Document No. 18412812 in the office of Recorder of Deeds, Cook County, Illinois, more particularly described as follows:

Commencing at a point which is 290.08 feet South of the East and West center line of said NW. $\frac{1}{4}$ and 323.58 feet East of the North and South center line of said NW. $\frac{1}{4}$, being the Southeast corner of a parcel of land conveyed by Quit Claim Deed dated August 2, 1941, and recorded as Document No. 13912376 in the Office of Recorder of Deeds, Cook County, Illinois; thence South a distance of 453.3 feet, more or less, to a point in the East and West center line of the SE. $\frac{1}{4}$

18 562 829

of said NW. $\frac{1}{4}$ 335.40 feet East of the North and South center line of said NW. $\frac{1}{4}$; thence West along said East and West center line of said SE. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ 23.85 feet; thence Northerly in a straight line to a point which is 200.00 feet South of the East and West center line of said NW. $\frac{1}{4}$ and 312.11 feet East of the North and South center line of said NW. $\frac{1}{4}$; thence Easterly 23.45 feet to the point of beginning); also:

Easements in perpetuity (as created by the Quit Claim Deed last aforementioned and recorded as Document No. 18412819 in and to the Westerly 10 feet and the air space over the Westerly 10 feet of the following described property:

Commencing at a point which is 200.00 feet South of the East and West center line of said NW. $\frac{1}{4}$ and 335.56 feet East of the North and South center line of said NW. $\frac{1}{4}$, being the Southeast corner of a parcel of land conveyed by Quit Claim Deed dated August 2, 1941, and recorded as Document No. 12912376 in the Office of the Recorder of Deeds, Cook County, Illinois; thence South a distance of 465.3 feet, more or less, to a point in the East and West center line of the SE. $\frac{1}{4}$ of said NW. $\frac{1}{4}$ 335.40 feet East of the North and South center line of said NW. $\frac{1}{4}$; thence West along said East and West center line of said SE. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ 23.85 feet; thence Northerly in a straight line to a point which is 200.00 feet South of the East and West center line of said NW. $\frac{1}{4}$ and 312.11 feet East of the North and South center line of said NW. $\frac{1}{4}$; thence Easterly 23.45 feet to the point of beginning;

for the purpose of maintaining poles to support electrical and communication wires and together with the right of access to and upon the premises above described for the purpose of maintaining, repairing and renewing said poles and electrical communication wires.

PARCEL No. 20

A parcel of land in the SW. $\frac{1}{4}$ of Section 22, Township 39 North, Range 13 East of the Third Principal Meridian, comprising parts of vacated streets and alleys and sundry lots in T. P. Phillips' Subdivision of the NW. $\frac{1}{4}$ SW. $\frac{1}{4}$ of said Section 22 (except the East 33 feet thereof), recorded April 8, 1891, Carey's Subdivision of the E. $\frac{1}{4}$ and NW. $\frac{1}{4}$ SW. $\frac{1}{4}$ of said Section 22 (except Railroad right of way) recorded November 8, 1889, and Seymour's Estate Subdivision of the E. $\frac{1}{4}$ SW. $\frac{1}{4}$ of said Section 22 recorded May 31, 1869, all recorded in the Office of the Recorder of Deeds, Cook County, Illinois bounded and described as follows: Beginning at a point 43 feet West of the East line of the W. $\frac{1}{2}$ of said SW. $\frac{1}{4}$ and 33 feet South of the North line of said SW. $\frac{1}{4}$ which point is the face of concrete abutment in the South line of West 16th Street at sidewalk elevation; thence Southerly on a line 43 feet West of and parallel to the East line of said W. $\frac{1}{2}$ to a point 33 feet North of the South line of said SW. $\frac{1}{4}$ and which point is the face of concrete abutment in Cermak Road at sidewalk elevation; thence East 126 feet; thence North 42 feet on a line which is 33 feet East of and parallel to the East line of said W. $\frac{1}{2}$; thence East 30 feet on a line which is 75 feet North of and parallel to said South

18 562 829

line of the SW. $\frac{1}{4}$; thence Northerly 257.68 feet on a line which is 113 feet East of and parallel to the East line of said W. $\frac{1}{4}$ to a point on the South line of Lot 10 in said Seymour's Estate Subdivision; thence East 60 feet along said South line of Lot 10; thence Northerly 332.64 feet on a line 183 feet East of and parallel to the East line of said W. $\frac{1}{4}$ to a point in the North line of said Lot 10; thence East along the North line of said Lot 10 a distance of 169.32 feet to a point which is 332.62 feet East of the East line of said W. $\frac{1}{4}$; thence Northerly 466.66 feet to a point which is 332.69 feet East of the East line of said W. $\frac{1}{4}$; thence Easterly 24 feet on a line which is 200 feet South of and parallel to the North line of Lot 12 in said Seymour's Estate Subdivision; thence North 200 feet to a point in the North line of said Lot 12 which is 356.72 feet East of the East line of said W. $\frac{1}{4}$; thence Northerly 907.53 feet on a straight line to a point which is 369 feet East of the East line of said W. $\frac{1}{4}$ and 90.96 feet South of the North line of Lot 16 in said Seymour's Estate Subdivision as measured along last described course produced North; thence Southeastern on a curved line convex to the Southwest having a radius of 503.04 feet an arc distance of 329.19 feet more or less to a point on the West line of South Kilbourn Avenue; thence Northerly 83.1 feet along said West line of South Kilbourn Avenue to a point which is 672.75 feet South of the North line of said SW. $\frac{1}{4}$; thence Northwesterly on a curved line convex to the Southwest having a radius of 431 feet an arc distance of 422.54 feet more or less to a point which is 661.66 feet East of the East line of said W. $\frac{1}{4}$ and 271 feet more or less South of the North line of said SW. $\frac{1}{4}$; thence Northwesterly in a straight line 91.61 feet to a point which is 340 feet East of the East line of said W. $\frac{1}{4}$; and 181.78 feet South of the North line of said SW. $\frac{1}{4}$; thence Northwesterly in a straight line 120 feet to a point which is 323 feet East of the East line of said W. $\frac{1}{4}$ and 63 feet South of the North line of said SW. $\frac{1}{4}$; thence Northerly 80 feet on a line which is 323 feet East of and parallel to the East line of said W. $\frac{1}{4}$ to a point 43 feet South of the North line of said SW. $\frac{1}{4}$; thence Westerly 366 feet, more or less, on a line 23 feet South of and parallel to the North line of said SW. $\frac{1}{4}$ to the point of beginning, also.

Page No. 26

Being parts of Lots 2, 3, 4, and 5 in the Seymour's Estate Subdivision of the E. $\frac{1}{2}$ of the SW. $\frac{1}{4}$ of Section 23, Township 19 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois bounded and described as follows:

Beginning at a point in the West line of Kostner Avenue 566.28 feet South of the South line of West 16th Street; thence West on a line 566.28 feet South of and parallel to the South line of West 16th Street a distance of 566.28 feet; thence Westerly on a curve convex to the South and tangent to the last described line and with a radius of 431 feet an arc distance of 200.6 feet to a point in the East line of Kilbourn Avenue 557.76 feet South of the South line of 16th Street; thence South along the East line of Kilbourn Avenue 581.7 feet to a point 14.76 feet North of the South line of said Lot 2; thence Easterly along a curved line convex to the South with a radius of 369.96 feet an arc distance of 65.92 feet, more or less, to a point 11.5 feet North of measured at right angles the South line of Lot 2; thence Easterly a distance of 94.69 feet to a point 15.6 feet North of measured at

18 562 829

right angles from the South line of said Lot 2; thence Easterly along a curved line convex Northerly having a radius of 297.55 feet an arc distance of 109.96 feet to a point in the South line of said Lot 2; thence South-easterly along a curved line convex to the Northeast having a radius of 297.55 feet an arc distance of 212.84 feet to a point of compound curve 131.84 feet South of the North line of said Lot 3 and 170.84 feet West of the West line of Kostner Avenue; thence Southeasterly along a curved line convex to the Northeast having a radius of 309.62 feet an arc distance of 151.83 feet to a point 55.19 feet North of the South line of said Lot 3 and 135 feet West of the West line of Kostner Avenue; thence Southerly 55.19 feet to a point in the South line of Lot 3 a distance of 135 feet West of the West line of Kostner Avenue; thence East along the South line of Lot 3 a distance of 18 feet; thence Northerly 55.19 feet to a point 115 feet West of the West line of Kostner Avenue; thence Northwesterly along a curved line convex to the Northeast having a radius of 329.62 feet an arc distance of 161.63 feet to a point of compound curve 122.42 feet South of the North line of Lot 3 and 153.16 feet West of the West line of Kostner Avenue; thence Westerly along a curved line convex to the Northeast having a radius of 340 feet an arc distance of 159.25 feet to a point in the North line of Lot 3; thence continuing Northwesterly along a curved line convex to the Northeast having a radius of 340 feet an arc distance of 62.93 feet to a point 33.38 feet North of the South line of Lot 2 and 293.5 feet East of the East line of Kilbourn Avenue; thence East 93.33 feet North of and parallel to the South line of Lot 2 to the West line of Kostner Avenue; thence North along said West line of Kostner Avenue 84 feet to the point of beginning, also:

Beginning in the North line of Lot 4 a distance of 135 feet West of the West line of Kostner Avenue; thence South in a straight line to a point in the South line of Lot 4 a distance of 134 feet West of the West line of South Kostner Avenue; thence East along the South line of Lot 4 a distance of 17 feet; thence North 117 feet West of and parallel to the West line of Kostner Avenue to the North line of Lot 4; thence West 18 feet to the point of beginning, also:

The West 18 feet of the East 134 feet of Lot 5 in said Seymour's Estate Subdivision, also:

PARCEL No. 27

A parcel of land comprising a part of vacated streets and alleys in the NW. $\frac{1}{4}$ of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian, bounded and described as follows: Commencing at a point 33 feet South of the North line and 50 feet West of the East line of the W. $\frac{1}{4}$ of said NW. $\frac{1}{4}$ which point is the face of concrete abutment in Cermak Road at sidewalk elevation; thence Southerly a distance of 1,905.51 feet, more or less, on a line 50 feet West of and parallel to said East line of the W. $\frac{1}{4}$, to point in the Northerly line of West Ogden Avenue; thence Northeasterly 168.4 feet along the face of concrete abutment in the North line of West Ogden Avenue at sidewalk elevation to a point which is 50 feet East of the East line of said W. $\frac{1}{4}$ and in the Northerly line of West Ogden Avenue; thence Northerly 1,861.23 feet, more or less, on a line 50 feet East of and parallel to the East line of said W. $\frac{1}{4}$ to a point which is 33 feet South of the North line of said NW. $\frac{1}{4}$; thence Westerly 100 feet along the

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face of concrete abutment in Cermak Road at sidewalk elevation, to the point of beginning, also:

PARCEL No. 28

An irregular parcel of land in the NW. $\frac{1}{4}$ of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian, bounded and described as follows: Beginning at the point of intersection of the Southerly line of West Ogden Avenue and the East line of the W. $\frac{1}{4}$ of said NW. $\frac{1}{4}$ which point is the face of concrete abutment in the South line of West Ogden Avenue at sidewalk elevation; thence Westerly 94.08 feet along said Southerly line of West Ogden Avenue; thence Southwesterly on a curved line convex to the Southeast having a radius of 366.6 feet an arc distance of 146.97 feet to a point on the Northerly right of way line of the O. B. & Q. Railroad; thence Easterly along said Northerly right of way line a distance of 253.13 feet; thence Northerly 94.50 feet to a point in the Southerly line of West Ogden Avenue; thence Southwesterly along the face of said concrete abutment at sidewalk elevation in the Southerly line of West Ogden Avenue a distance of 55.08 feet, to the point of beginning, also:

PARCEL No. 29

A parcel of land in the NW. $\frac{1}{4}$ of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian, beginning at the intersection of the East line of the W. $\frac{1}{4}$ of said NW. $\frac{1}{4}$ with the Southerly right of way line of the C. B. & Q. Railroad; thence Westerly 152.25 feet along said Southerly right of way line; thence Southwesterly in a straight line a distance of 217.55 feet more or less to a point on the Southwesterly curved right of way of the Chicago and Western Indiana Railroad Company which point is 233.44 feet North of the South line of the NW. $\frac{1}{4}$ and 175.85 feet Westerly of the North and South center line of the NW. $\frac{1}{4}$; thence South-easterly on a curved line convex to the Northeast having a radius of 366.6 feet an arc distance of 221.21 feet to a point in the North line of West 26th Street; such point is 83 feet North of the South line of said NW. $\frac{1}{4}$; thence Easterly 91 feet on a line 39 feet North of and parallel to said South line to a point in the North and South center line of said NW. $\frac{1}{4}$; thence North 7 feet; thence Easterly on a line 40 feet North of and parallel to said South line of the NW. $\frac{1}{4}$ a distance of 89 feet; thence Northeasterly 237.3 feet to a point which is 86 feet East of the East line of said W. $\frac{1}{4}$; thence continuing Northeasterly on a curved line convex to the Northwest having a radius of 398.8 feet an arc distance of 375 feet to a point on the Southerly right of way line of the C. B. & Q. Railroad; thence Southwest along said Southerly right of way line a distance of 306.22 feet, to the point of beginning, also:

PARCEL No. 30

A parcel of land in the SW. $\frac{1}{4}$ Section 27, Township 39 North, Range 13 East of the Third Principal Meridian, comprising vacated streets and alleys and lots and blocks in S. C. Storer's Subdivision of the South 7 acres of NW. $\frac{1}{4}$ SW. $\frac{1}{4}$ Section 27. Beginning at a point on the North and South center line of said SW. $\frac{1}{4}$ 38 feet South of the North line of said SW. $\frac{1}{4}$;

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thence Westerly 81.01 feet on a line 33 feet South of and parallel to said North line; thence Southerly 1,902.08 feet, more or less, to a point on the East and West center line of said SW. $\frac{1}{4}$, 61.7 feet West of the North and South center line of said SW. $\frac{1}{4}$; thence West along said East and West center line 1.3 feet; thence South on a line 63 feet West of and parallel to said North and South center line 33 feet; thence East on a line 33 feet South of and parallel to said East and West center line 818.15 feet, more or less, to a point in the East line of Lot 6, in Block 4 of said S. C. Storer's Subdivision extended South 88 feet; thence North along said South extension of and the East line of said Lot 6 and said line extended North 191.08 feet, more or less, to a point in the South line of said Lot 3 in said Storer's Subdivision; thence East along the South line of said Lot 3 a distance of 48.06 feet to the Southeast corner of said Lot 3; thence Northerly 72 feet along the East lines of Lots 1, 2 and 3 to the Northeast corner of said Lot 1; thence Westerly along the North line of said Lot 1 a distance of 68.3 feet to a point 240 feet East of the North and South center line of said SW. $\frac{1}{4}$; thence Northerly 240 feet East of and parallel to the North and South center line of said SW. $\frac{1}{4}$ 854.91 feet to a point which is 250 feet South of the North line of said SW. $\frac{1}{4}$; thence Northwesterly 226.51 feet to a point in the South line of West 26th Street; thence Westerly along the South line of West 26th Street which line is 40 feet South of and parallel to the North line of said SW. $\frac{1}{4}$ a distance of 166.17 feet to a point in the North and South center line of said SW. $\frac{1}{4}$; thence North 7 feet to the point of beginning, also:

Beginning at a point in the North and South center line of the SW. $\frac{1}{4}$ Section 27, Township 39 North, Range 13 East of the Third Principal Meridian, 33 feet South of the East and West center line of said SW. $\frac{1}{4}$; thence West 33 feet South of and parallel to said East and West center line 63 feet; thence South on a line 63 feet West of and parallel to said North and South center line to a point in the South line of said Section 27; thence East along the South line of said Section, 161 feet; thence North 33 feet to a point in the South line of Block 12 in Frank Baker's Subdivision of the SE. $\frac{1}{4}$ and the N. $\frac{1}{2}$ SW. $\frac{1}{4}$ SW. $\frac{1}{4}$ of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian, said point being 200 feet West of the Southeast corner of said Block 12; thence East along the South line of said Block 12 to a point which is 169.83 feet West of the Southeast corner of said Block 12; thence Northeasterly in a straight line to a point in the South line of Block 5 in said Baker's Subdivision 58.59 feet West of the Southeast corner of said Block 5; thence West along the South line of Block 5 a distance of 104.96 feet; thence North along the West line of the East 163.55 feet of said Block 5 to the North line of said Block 5; thence West along the North line of said Block 5 and said North line extended West to the point of beginning, also:

PARCEL No. 31

A parcel of land in the NW. $\frac{1}{4}$ of Section 34, Township 39 North, Range 13 East of the Third Principal Meridian, comprising sundry lots and blocks together with parts of vacated streets and alleys bounded and described as follows: Beginning at a point on the North line of said NW. $\frac{1}{4}$ 33 feet West of the East line of the W. $\frac{1}{2}$ of said NW. $\frac{1}{4}$; thence South-

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erly 2,560.50 feet on a line which is 83 feet West of and parallel to the East line of said W. 1/4; thence Easterly along the South line of said NW. 1/4 116 feet; thence Northerly 514.92 feet on a line which is 83 feet East of and parallel to the East line of said W. 1/4; thence Easterly 3.4 feet on a line which is 514.92 feet North of and parallel with the South line of said NW. 1/4; thence Northerly 863.52 feet on a line which is 83.4 feet East of and parallel to the East line of said W. 1/4; thence Southwesterly an arc distance of 267.9 feet on a curved line convex to the Northwest having a radius of 507.3 feet to a point which is 36.4 feet East of the East line of said W. 1/4; thence Westerly 3.4 feet on a line which is 636.84 feet North of the South line of said NW. 1/4 to a point which is 83 feet East of the East line of said W. 1/4; thence Northerly 1,297.30 feet on a line which is 83 feet East of and parallel with the East line of said W. 1/4; thence Easterly 3.4 feet on a line which is 788.3 feet South of and parallel with the North line of said NW. 1/4; thence Southeasterly an arc distance of 202.77 feet on a curved line having a radius of 507.3 feet and convex to the Southwest to a point which is 70 feet East of the East line of said W. 1/4; thence Northerly 603.59 feet on a line which is 70 feet East of and parallel with the East line of said W. 1/4; thence Northeasterly 329.03 feet, more or less, to a point in the North line of said NW. 1/4 which point is 123.02 feet East of the East line of said W. 1/4; thence Westerly along the North line of said NW. 1/4 156.02 feet to the point of beginning, also:

Parcel No. 32

A parcel of land in the SW. 1/4 of Section 34, Township 39 North Range 13 East of the Third Principal Meridian, bounded and described as follows: Beginning at a point in the North line of said SW. 1/4 60 feet West of the East line of the W. 1/4 of said SW. 1/4; thence Southerly 2,607 feet more or less on a line which is 60 feet West of and parallel to the East line of said W. 1/4 to a point 54.29 feet North of the South line of said SW. 1/4; thence Southerly 65.74 feet to a point which is 47.0 feet West of the East line of said W. 1/4; thence Southerly 20.71 feet to a point on the South line of said SW. 1/4 which point is 47 feet West of the East line of said W. 1/4; thence Easterly along the South line of said SW. 1/4 80 feet; thence Northerly 52.63 feet on a line which is 83 feet East of and parallel to the East line of said W. 1/4 to a point on the Northerly line of the Sanitary District right of way; thence Easterly 58.93 feet along said Northerly line of the Sanitary District right of way to a point which is 83 feet East of the East line of said W. 1/4 and 72.31 feet North of the South line of said Section 34; thence Northerly 2,588.55 feet, more or less, on a line which is 83 feet East of and parallel to the East line of said W. 1/4 to a point on the North line of said SW. 1/4; thence Westerly along said North line 143 feet to the point of beginning, also:

Parcel No. 33

A parcel of land in the NW. 1/4 of Section 3, Township 38 North Range 13 East of the Third Principal Meridian, extending Southerly 1,163.67 feet, more or less, from the North line of said NW. 1/4 to the Northerly right of way line of the I. & M. Canal said parcel being a strip 66 feet in width or 33 feet on either side of the East line of the W. 1/4 of said NW. 1/4, also:

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PARCEL No. 34

An irregular parcel of land in the West $\frac{1}{2}$ of Section 3, Township 33 North, Range 13 East of the Third Principal Meridian, bounded and described as follows: Beginning at a point on the Southerly right of way line of the Gulf Mobile and Ohio Railroad which point is 1,269.23 feet East of the West line of said Section 3 and 1,031.35 feet North of the South line of the NW. $\frac{1}{4}$ of said Section 3; thence Southerly 1,031.35 feet to a point in the South line of said NW. $\frac{1}{4}$ which is 1,264.77 feet East of the West line of said Section 3; thence continuing Southerly 2,630.76 feet more or less to a point in the North line of West 47th Street 33 feet North of the South line of said Section; thence Easterly along a line 33 feet North of and parallel to the South line of said Section a distance of 176.37 feet to a point which is 1,236.2 feet West of the North and South center line of said Section 3; thence Northerly 1,600 feet to a point 1,229.5 feet West of the North and South center line of said Section; thence Easterly along a line 1,600 feet North of and parallel to the North line of West 47th Street a distance of 200 feet to a point which is 1,029.5 feet West of the East line of the W. $\frac{1}{2}$ of said Section 3; thence Southerly 1,600 feet to a point which is 1,025.9 feet West of the North and South center line of Section 3 and in the North line of West 47th Street; thence Easterly along North line of West 47th Street a distance of 35 feet to a point which is 1,000.9 feet West of the East line of the W. $\frac{1}{2}$ of said Section 3; thence Northerly 1,947 feet to a point which is 993.1 feet West of the East line of said W. $\frac{1}{2}$ of Section 3; thence Northwesterly 1,103.4 feet to a point which is 1,185.8 feet, more or less, West of the East line of said Section 3; thence Northerly 222.4 feet to a point which is 1,734 feet West of the East line of the W. $\frac{1}{2}$ of said Section 3; thence Northeasterly an arc distance of 681.83 feet, more or less, on a curved line convex to the Northwest having a radius of 572.81 feet to a point on the Southerly right of way line of the Gulf Mobile & Ohio Railroad and which point is 819.6 feet West of the East line of the W. $\frac{1}{2}$ of said Section 3; thence Southerly along said Gulf Mobile & Ohio Railroad Southerly right of way line a distance of 602.74 feet, more or less, to the point of beginning, also:

PARCEL No. 35

A parcel of land in the N. $\frac{3}{4}$ of the W. $\frac{1}{2}$ of Section 10, Township 33 North, Range 13 East of the Third Principal Meridian, bounded and described as follows: Beginning at a point which is 33 feet South of the North line of said Section, and 33 feet West of the East line of the W. $\frac{1}{2}$ NW. $\frac{1}{4}$ of said Section; thence Southerly along a line 33 feet West of and parallel to said East line a distance of 2,938.84 feet, more or less, to a point on the North line of Archer Avenue as now located and which point is 40 feet Northerly from the center line of Archer Avenue measured at right angles thereto; thence Northeasterly on a line 40 feet Northerly of and parallel to the center line of Archer Avenue to a point which is 99 feet East of the East line of said W. $\frac{1}{2}$; thence Northerly 279.47 feet, more or less, on a line 99 feet East of and parallel to the East line of said W. $\frac{1}{2}$ and which point is on the South line of the N. $\frac{1}{4}$ of said Section 10; thence Easterly along said South line 1 foot; thence Northerly on a line which is 100 feet East of and parallel with the East line of the W. $\frac{1}{2}$ of the NW. $\frac{1}{4}$ of said

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Section 10 a distance of 1,056.84 feet to a point which is 1,505.67 feet South of the North line of said NW. $\frac{1}{4}$ Section 10; thence Southeasterly 329.51 feet at an angle 45 degrees to last described course as measured from South to East to a point which is 333 feet East of the East line of said W. $\frac{1}{2}$ NW. $\frac{1}{4}$; thence Northerly on a line 333 feet East of and parallel to the West line of the E. $\frac{1}{2}$ of the NW. $\frac{1}{4}$ a distance of 23.28 feet; thence Northwesterly at an angle of 135 degrees to last described course as measured from South to Northwest a distance of 203.1 feet to a point 189.45 feet East of the East line of the W. $\frac{1}{2}$ of the NW. $\frac{1}{4}$; thence Northwesterly on a curved line convex to the Southwest and tangent to last described course having a radius of 298.57 feet an arc distance of 199.52 feet to a point which is 103.84 feet East of the East line of W. $\frac{1}{2}$ of NW. $\frac{1}{4}$; thence Northwesterly tangent to last described course a distance of 175 feet to a point which is 83 feet East of said East line W. $\frac{1}{2}$ NW. $\frac{1}{4}$; thence Northerly on a line 83 feet East of and parallel with said East line W. $\frac{1}{2}$ NW. $\frac{1}{4}$ a distance of 1,233.82 feet, more or less, to a point 33 feet South of the North line of Section 10; thence West 33 feet from and parallel to said North line of said Section a distance of 116 feet to the point of beginning, also:

PARCEL No. 83

A parcel of land in the SW. $\frac{1}{4}$ Section 10, Township 38 North, Range 18 East of the Third Principal Meridian, comprising sundry lots and blocks in W. T. Kaiser & Company's Ardale Subdivision, together with parts of vacated streets and alleys, bounded and described as follows: Beginning at a point in the South line of Archer Avenue 38 feet West of the East line of the W. $\frac{1}{2}$ of the SW. $\frac{1}{4}$ of said Section 10, and which point is 40 feet Southerly from the center line of Archer Avenue as now located and measured at right angles thereto; thence Southerly 165.19 feet on a line which is 83 feet West of and parallel to the East line of said W. $\frac{1}{2}$; thence Southwesterly 856.76 feet on a line to a point which is 391.24 feet North of the South line and 28.83 feet West of the East line of Block 11 in said Kaiser's Subdivision; thence Southwesterly an arc distance of 418.07 feet on a curved line convex to the Southeast having a radius of 915.37 feet to a point in the South line of said Block 11 which point is 152.47 feet West of the Southeast corner of said Block 11; thence Southwesterly 78.23 feet to a point in the North line of Block 19 in said Kaiser's Subdivision which point is 195.08 feet West of the Northeast corner of said Block 19; thence Southwesterly an arc distance of 624.8 feet on a curved line convex to the Southeast having a radius of 915.37 feet to a point in the West line of said Block 19 which point is 312.9 feet North of the Southwest corner of said Block 19; thence Southwesterly 70.08 feet to a point in the East line of Block 22 which point is 54.81 feet North of the Southeast corner of said Block 22; thence Southwesterly 260.13 feet more or less to a point on the South line of Block 22 which point is 261.38 feet West of the Southeast corner of said Block 22; thence Easterly 920.09 feet along the South line of Block 22 and the South line of Block 22 extended Easterly 66 feet to the Southwest corner of Block 19; and along the South line of said Block 19 to the Southwest corner thereof; thence Southerly 66 feet to the Northeast corner of Block 24 in said Kaiser's Subdivision; thence Westerly along the Northerly line of Block 24 and the North line of Block 24 extended Westerly

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66 feet and the north line of Block 23 to a point which is 50 feet East of the West line of said SW. $\frac{1}{4}$; thence Southerly 66 feet on a line 60 feet East of and parallel to the West line of said SW. $\frac{1}{4}$; thence Easterly 1,253.51 feet, more or less, along a line which is 66 feet South of and parallel to the Northerly lines of Block 23 and 24 aforementioned to a point in the East line of said Block 24, thence Southerly 605.52 feet, more or less, on a line which is 33 feet West of and parallel to the East line of the W. $\frac{1}{4}$ of said SW. $\frac{1}{4}$ to a point which is 158 feet North of the South line of said SW. $\frac{1}{4}$; thence Southwesterly 134.7 feet more or less to a point in the North line of West 55th Street which point is 33 feet West of the East line of the W. $\frac{1}{4}$ of said SW. $\frac{1}{4}$; thence Easterly 116 feet on a line which is 33 feet North of and parallel to the South line of said SW. $\frac{1}{4}$ to a point 33 feet East of the East line of said W. $\frac{1}{4}$; thence Northerly 76.95 feet on a line 33 feet East of and parallel to the East line of said W. $\frac{1}{4}$ to a point of curve; thence Northeasterly an arc distance of 901.05 feet on a curved line convex to the Northwest having a radius of 1,116 feet to a point which is 593.26 feet East of the East line of said W. $\frac{1}{4}$ and 784.03 feet North of the South line of said SW. $\frac{1}{4}$; thence Northeasterly 105.40 feet, more or less, on a line tangent to last described course to a point in the Southerly right of way of the Chicago Union Transfer Railway Company acquired by deed recorded as Document 5181048 in the Office of Recorder of Deeds, Cook County, Illinois, and which point is 692.22 feet East of the East line of said W. $\frac{1}{4}$; thence Easterly along said Southerly right of way line a distance of 44.20 feet; thence Northeasterly 671.49 feet to a point in the East line of said SW. $\frac{1}{4}$ which point is 192.3 feet South of the Northeast corner of the S. $\frac{1}{4}$ of said SW. $\frac{1}{4}$; thence North 112 feet along said East line of said SW. $\frac{1}{4}$; thence Southwesterly 680.24 feet, more or less, to a point in the South line of Block 17 in W. F. Kaiser & Company's Ardale Subdivision in said Section 10 which point is 27.21 feet East of the Southwest corner of said Block; thence Westerly 247.22 feet along the South line of said Block 17 and said line extended Westerly 66 feet and the south line of Block 18 in said Kaiser's Subdivision and continuing Westerly along the South line of said Block 18 to a point of curve; thence Northwesterly 457.95 feet along a curved line convex to the Southwest having a radius of 448.38 feet to a point 99 feet East of the East line of the W. $\frac{1}{4}$ of said SW. $\frac{1}{4}$; thence Northerly 1,147.95 feet on a line 99 feet East of and parallel to said East line of the W. $\frac{1}{4}$ and which line is the West line of said Block 18 and said West line extended North 66 feet and the West line of Block 12 to a point in the Northwest corner of said Block 12 on the Southerly line of Archer Avenue; thence Westerly 134.2 feet along the Southerly line of Archer Avenue and which line is 40 feet South of and parallel to the center line of Archer Avenue, to the point of beginning;

(Except from the above described parcel, the East 33 feet thereof being the W. $\frac{1}{4}$ of Kostner Avenue; and also except that part of Block 25 in said W. F. Kaiser's Subdivision lying Southerly of the North 66 feet of said Block 25; and also except the right of way of the Indiana Harbor Belt Railroad lying immediately North of and adjoining the North line of said Block 25, described as follows: Beginning at the Northwest corner of said Block 25; thence Northerly along the West line of said Block 25 and which line is 33 feet East of and parallel to the East line of the W. $\frac{1}{4}$ of said SW. $\frac{1}{4}$ a distance of 66 feet; thence Easterly 612.51 feet to a point on the

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Northwesterly line of the Chicago & Western Indiana Railroad Company's property; thence Southwesterly along said right of way line a distance of 145.81 feet, more or less, to a point in the Northeast corner of said Block 25; thence Westerly along the North line of said Block 25 432.48 feet to the point of beginning; also:

An easement for railroad track, 18 feet wide, in Block 11 of W. F. Kaiser and Co's Ardale Sub. of the W. $\frac{1}{4}$ of the SW. $\frac{1}{4}$ and the W. $\frac{1}{4}$ of the E. $\frac{1}{4}$ of the SW. $\frac{1}{4}$ of Section 10, Township 38 North, Range 13 East of the Third Principal Meridian, bounded and described as follows: Beginning at a point in the westerly right of way line of the Chicago and Western Indiana Railroad Company, 142.66 feet East of the West line of said Block 11 and 44.99 feet, more or less, North of the South line of said Block 11; thence Northeastery along said Westerly right of way line, being a curved line convex to the Southeast with a radius of 915.37 feet, an arc distance of 307.10 feet; thence Northeastery in a straight line a distance of 105.91 feet to a point which is the intersection of said Westerly right of way line and the North property line of the Grantor under Doc. No. 18463131, recorded in the Recorder's Office of Cook County Illinois, May 8, 1962; thence East on said North property line at an angle of $85^{\circ} 22' 30''$ a distance of 13.07 feet; thence Southwesterly in a straight line 13 feet West of and parallel with said Westerly right of way line, a distance of 105.33 feet, more or less; thence Southwesterly along a curved line convex to the Southeast with a radius of 397.87 feet, concentric with first described curve, to a point 142.66 feet East of the West line of said Block 11 and 79.55 feet, more or less, North of the South line of said Block 11; thence South a distance of 34.55 feet, more or less, to the point of beginning.

PARCEL No. 37

Lots 1, 2 and 3 and Lots 43 to 45 inclusive in Block 1 of Davis & Todd's Subdivision of the W. $\frac{1}{4}$ of the W. $\frac{1}{4}$ of the SW. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of Section 10, Township 38 North, Range 13 East of the Third Principal Meridian, except that part of Lots 47 and 48 lying Northwestarily of the following described line: Beginning at a point in the North line of said Lot 43 a distance of 32.76 feet East of the Northwest corner of said lot; thence Southwesterly to a point in the West line of said Lot 47 a distance of 30.47 feet South of the Northwest corner of said Lot 48; also

(except that part conveyed by Quit-Claim Deed dated March 27, 1962, and recorded as Decree No. 18434461 in the Office of Recorder of Deeds, Cook County, Illinois, more particularly described as follows:

Lot 3 and that part of Lots 1 and 2 in Block 1 of Davis & Todd's Subdivision of the W. $\frac{1}{4}$ of the W. $\frac{1}{4}$ of the SW. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of Section 10, aforesaid, lying Southeastarily of the following described straight line: Beginning at a point on the North line of said Lot 1, 25 feet West of the Northwest corner of said Lot 1; thence Southwesterly to the Southwest corner of said Lot 2; Also, Lot 43 and that part of Lots 44, 45 and 46 in said Block 1 of Davis & Todd's Subdivision, lying Southeastarily of the following described straight line: Beginning at a point in the East line of said Lot 46, 15 feet North

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of the Southeast corner of said Lot 46, thence Southwesterly to a point in the West line of said Lot 44 which point is 4 feet North of the Southwest corner of said Lot 44), also;

PARCEL No. 38

An irregular parcel of land in the S. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ Section 10, Township 38 North, Range 13 East of the Third Principal Meridian, bounded and described as follows: Beginning at a point in the Southwest corner of the E. $\frac{1}{2}$ of the W. $\frac{1}{2}$ of the SW. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of said Section 10; thence East along the South line of said E. $\frac{1}{2}$ of the W. $\frac{1}{2}$ of the SW. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of the SE. $\frac{1}{4}$, 134.0 feet, more or less, to a point in the West line of South Kolin Avenue; thence North along said West street line 90.0 feet; thence Southwesterly on a straight line to a point in the West line of said E. $\frac{1}{2}$ of the W. $\frac{1}{2}$ of the SW. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ which is 4.85 feet North of the Southwest corner thereof; thence South 4.85 feet to the point of beginning, also:

PARCEL No. 39

That part of the E. $\frac{1}{2}$ SW. $\frac{1}{4}$ NW. $\frac{1}{4}$ SE. $\frac{1}{4}$ of Section 10 Township 38 North, Range 13 East of the Third Principal Meridian, lying East of the East line of South Kolin Avenue, West of the West line of South Kildare Avenue, and South of a straight line described as follows: Beginning at a point in the East line of South Kolin Avenue 106.33 feet North of the South line of the N. $\frac{1}{2}$ SE. $\frac{1}{4}$; thence Northeasterly to a point in the West line of South Kildare Avenue 243.48 feet North of said South line of said North $\frac{1}{2}$ SE. $\frac{1}{4}$.

(Except that part conveyed by Quit Claim Deed dated March 27, 1902 and recorded as Document No. 18434461 in the Office of Recorder of Deeds, Cook County, Illinois, more particularly described as follows:

That part of the South 264 feet of the East $\frac{1}{2}$ of the SW. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of said Section 10, lying East of the West 33 feet thereof and West of the East 33 feet thereof, and lying Southwesterly of a line beginning at a point in a line 33 feet West of and parallel to the East line of said E. $\frac{1}{2}$ of the SW. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of Section 10 aforesaid, 152 feet North of the South line of said South 264 feet of the E. $\frac{1}{2}$ of the SW. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of said Section; thence Southwesterly in a straight line to a point in a line 33 feet East of and parallel to the West line of said E. $\frac{1}{2}$ of the SW. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of said Section, which point is 15.35 feet North of the South line of said E. $\frac{1}{2}$ of the SW. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of said Section 10); also:

PARCEL No. 40

That part of the W. $\frac{1}{2}$ SE. $\frac{1}{4}$ NW. $\frac{1}{4}$ SE. $\frac{1}{4}$ of Section 10, Township 38 North, Range 13 East of the Third Principal Meridian, lying East of the East line of South Kildare Avenue lying West of the West line of South Tripp Avenue lying North of the South 152 feet of said SE. $\frac{1}{4}$ NW. $\frac{1}{4}$ SE. $\frac{1}{4}$, the North line of said 152 feet being the North line of Lot 9 ex-

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tended West 18 feet and North line of Lot 16 Block 3 in Archer Heights being a subdivision of part of NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 10, Township 38 North, Range 18 East of the Third Principal Meridian and lying Southerly of the following described line: Beginning at a point on the East line of South Kildare Avenue 277.13 feet North of the South line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$; thence Northeasterly in a straight line to a point in the West line of South Tripp Avenue 413.76 feet North of the South line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$.

(Except that part conveyed by Quit Claim Deed dated March 27, 1962 and recorded as Document No. 18484461 in the Office of Recorder of Deeds, Cook County, Illinois, more particularly described as follows:

That part of the North 280 feet of the South 432 feet of the W $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 10, lying East of the West 33 feet thereof and West of the East 33 feet thereof, and lying Southeasterly of a line beginning at a point in a line 33 feet West of and parallel to the East line of said W $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 10 aforesaid 167 feet North of the South line of said North 280 feet of the South 432 feet of said W $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section; thence Southwesterly in a straight line to a point in a line 33 feet East of and parallel to the West line of said W $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section, which point is 30.27 feet North of the South line of said North 280 feet of the South 432 feet of said W $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 10); also;

PARCEL NO. 41

That part of the E $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 10, Township 38 North, Range 18 East of the Third Principal Meridian, lying East of the East line of South Tripp Avenue, West of the West line of South Keeler Avenue, North of the South 341.8 feet of said E $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, the North line of said South 341.8 feet being the North line of Lot 2, Lot 2 extended West 115 feet and the North line of Lot 23 in Block 4 in Archer Heights being a subdivision of part of NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 10, Township 38 North, Range 18 East of the Third Principal Meridian and lying Southerly of the following described line: Beginning at a point in the East line of South Tripp Avenue 447.9 feet North of the South line of N $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 10; thence Northeasterly in a straight line to a point in the West line of South Keeler Avenue 584.45 feet North of said South line N $\frac{1}{4}$ SE $\frac{1}{4}$.

(Except that part conveyed by Quit Claim Deed dated March 27, 1962 and recorded as Document No. 18484461 in the Office of Recorder of Deeds, Cook County, Illinois, more particularly described as follows:

That part of the South 280 feet of the North 346 feet of the E $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 10, Township 38 North, Range 18 East of the Third Principal Meridian, lying East of the West 33 feet thereof and West of the East 33 feet thereof, and lying Southeasterly of a line beginning at a point in a line 33 feet West of and parallel to the East line of said E $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 10 aforesaid 167 feet North of the

18 562 829

South line of said South 280 feet of the North 346 feet of said E. $\frac{1}{2}$ of the SE. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of said Section; thence Southwesterly in a straight line to a point 83 feet East of and parallel to the West line of said E. $\frac{1}{2}$ of the SE. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of said Section, which point is 80.45 feet North of the South line of said South 280 feet of the North 346 feet of said E. $\frac{1}{2}$ of the SE. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of said Section 10); also:

PARCEL No. 42

A strip of land 100 feet in width across the NE. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of Section 10, Township 38 North, Range 13 East of the Third Principal Meridian, bounded and described as follows: Beginning at a point on the West line of the NE. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of said Section 10 a distance of 783 feet South of the Northwest corner of said NE. $\frac{1}{4}$ of the SE. $\frac{1}{4}$; thence Northeasterly in a straight line to a point on the East line of said Section 10 a distance of 54.76 feet South of the Northeast corner of said Southeast Quarter; thence South along the East line of said Section 10, a distance of 112 feet; thence Southwesterly parallel with and distant 100 feet from said Northeasterly line to a point in the West line of the NE. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of said Section, 845 feet South of the Northwest corner of said NE. $\frac{1}{4}$ SE. $\frac{1}{4}$; thence North 112 feet to the point of beginning (Except therefrom the West 33 feet, being the East half of South Keeler Avenue, and the East 50 feet, being the West half of Pulaski Road), also:

PARCEL No. 43.

That part of the W. $\frac{1}{2}$ of the W. $\frac{1}{2}$ of the NW. $\frac{1}{4}$ of the SW. $\frac{1}{4}$ of Section 11, Township 38 North, Range 13 East of the Third Principal Meridian, bounded and described as follows: Beginning at a point 33 feet South of the North line and 69 feet West of the East line of said W. $\frac{1}{2}$ of the W. $\frac{1}{2}$ of the NW. $\frac{1}{4}$ of the SW. $\frac{1}{4}$; thence West parallel with and 88 feet South of said North line a distance of 215 feet; thence South parallel with and 50 feet from the West line of said W. $\frac{1}{2}$ of the W. $\frac{1}{2}$ of the NW. $\frac{1}{4}$ of the SW. $\frac{1}{4}$; a distance of 109.04 feet; thence Northeasterly a distance of 252.11 feet, more or less, to the point of beginning; also:

PARCEL No. 44

A parcel of land 100 feet wide located in the SW. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of Section 11, Township 38 North, Range 13 East of the Third Principal Meridian, bounded and described as follows: Beginning at a point on the South line of the SW. $\frac{1}{4}$ NW. $\frac{1}{4}$ of said Section a distance of 108.4 feet East of the West line of said Section; thence Northeasterly in a straight line 1,374.16 feet to a point on the East line of said SW. $\frac{1}{4}$ of the NW. $\frac{1}{4}$, which point is 619.53 feet, more or less North of the Southeast corner of said SW. $\frac{1}{4}$ of the NW. $\frac{1}{4}$; thence South along said East line 112 feet; thence Southwesterly in a straight line parallel with and 100 feet distant from said Northeasterly line 1,125.76 feet, more or less, to a point on the South line of the NW. $\frac{1}{4}$ of said Section 280.2 feet East of the West line of said Section; thence West on said South line of the said NW. $\frac{1}{4}$, 221.8 feet, more or less, to the point of beginning, (Excepting therefrom the South 33 feet being the North $\frac{1}{4}$ of West 51st Street), also:

18 562 829

PARCEL NO. 45

A parcel of land in the W. $\frac{1}{4}$ of the W. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of Section 11, Township 38 North, Range 13 East of the Third Principal Meridian, bounded and described as follows: Beginning at a point on the West line of the SE. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of said Section 11 a distance of 473.75 feet North of the South line of the NW. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of said NW. $\frac{1}{4}$; thence North along the West line of said SE. $\frac{1}{4}$ of the NW. $\frac{1}{4}$, 145.38 feet; thence Northeasterly 373.81 feet, more or less, on a straight line to a point in the East line of said W. $\frac{1}{4}$ of the W. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of the NW. $\frac{1}{4}$; thence South 314.6 feet along said East line; thence West to the point of beginning, also.

PARCEL NO. 46

An irregular parcel of land in the E. $\frac{1}{4}$ of the S. $\frac{1}{4}$ of the E. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of Section 11, Township 38 North, Range 13 East of the Third Principal Meridian, comprising Lots 1, 2, 3, 6, 7 and 8 in Thompson's Subdivision of the S. $\frac{1}{4}$ of the E. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of said Section, also.

A parcel of land bounded and described as follows: Beginning at a point in the Northwest corner of said Lot 8; thence Easterly along the North line of said Lot 8 and said North line extended Easterly 18 feet to the Northwest corner of Lot 1 in said Subdivision and continuing Easterly along the North line of said Lot 1 and said North line extended Easterly 35 feet a distance of 301 feet to a point in the East line of the W. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of said NW. $\frac{1}{4}$; thence North along said East line 405 feet more or less to a point which is 488.3 feet South of the North line of the SE. $\frac{1}{4}$ of said NW. $\frac{1}{4}$; thence Easterly 110 feet on a line which is 423.8 feet South of and parallel to said North line to a point in the Northeasterly right of way line of the Indiana Harbor Belt Railroad Company; thence Easterly along said right of way line on a curve convex to the Northwest having a radius of 536.3 feet an arc distance of 656.18 feet more or less to a point on the Westerly right of way line of the Chicago, Toledo & Santa Fe Railway which point is 42.13 feet more or less South of the North line of said SE. $\frac{1}{4}$ NW. $\frac{1}{4}$ and 116 feet West of the East line of said NW. $\frac{1}{4}$; thence Northerly along a line 116 feet West of and parallel to said East line to a point which is 449 feet North of the North line of the SE. $\frac{1}{4}$ of said NW. $\frac{1}{4}$; thence Southwesterly on a straight line 439.23 feet to a point on the North line of the SE. $\frac{1}{4}$ of said NW. $\frac{1}{4}$, and which point is 332 feet East of the West line of said SE. $\frac{1}{4}$ NW. $\frac{1}{4}$; thence Southwesterly 501.23 feet more or less to a point on the East line of the W. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of said NW. $\frac{1}{4}$ which point is 378.3 feet South of the North line of said SE. $\frac{1}{4}$; thence Southwesterly 346.9 feet to the Northwest corner of said Lot 8 which is the point of beginning. (Except South Lawndale Avenue as opened across said right of way); also.

PARCEL NO. 47

An irregular parcel of land in the NW. $\frac{1}{4}$ of Section 15, Township 38 North, Range 13 East of the Third Principal Meridian, comprising

18 562 829

lands and part of vacated streets and alleys: Beginning at a point 33 feet East of the East line of the W. $\frac{1}{4}$ of said NW. $\frac{1}{4}$ and 33 feet South of the North line of said NW. $\frac{1}{4}$; thence Westerly 146.39 feet on a line 33 feet South of and parallel to the North line of said NW. $\frac{1}{4}$; thence Southerly 631.84 feet, more or less, to a point which is 113.36 feet West of the East line of said W. $\frac{1}{4}$; thence Westerly 54.27 feet to a point which is 664.84 feet South of the North line of said NW. $\frac{1}{4}$; thence Southeasterly on a curved line convex to the Northeast having a radius of 950 feet an arc distance of 255.32 feet to a point which is 183 feet West of the East line of said W. $\frac{1}{4}$; thence continuing Southerly on a straight line a distance of 123.00 feet on a line 183 feet West of and parallel to said East line; thence Southwesterly 150.74 feet to a point which is 142.29 feet West of the East line of said W. $\frac{1}{4}$; thence continuing Southwesterly an arc distance of 1,346.28 feet on a curved line convex to the Southeast, having a radius of 1,370.19 feet to a point which is 333.73 feet East of the West line of said NW. $\frac{1}{4}$ and 272.63 feet North of the South line of said NW. $\frac{1}{4}$; thence Southerly 239.63 feet to a point which is 333.73 feet East of the West line of said NW. $\frac{1}{4}$ and 33 feet North of the South line of said NW. $\frac{1}{4}$; thence Easterly 1,036.91 feet, more or less, to a point which is 33 feet East of the East line of said W. $\frac{1}{4}$ and 33 feet North of the South line of said NW. $\frac{1}{4}$; thence Northerly 2,592.65 feet, more or less, on a line 33 feet East of and parallel with the East line of said W. $\frac{1}{4}$, to the point of beginning, also:

PARCEL No. 48

An irregular parcel of land in the SW. $\frac{1}{4}$ of Section 15, Township 38 North, Range 13 East of the Third Principal Meridian, bounded and described as follows: Beginning at a point which is 33 feet South of the North line of said SW. $\frac{1}{4}$ and 33 feet East of the East line of the W. $\frac{1}{4}$ of said SW. $\frac{1}{4}$; thence Westerly 153.64 feet on a line 33 feet South of and parallel to the North line of said SW. $\frac{1}{4}$; thence Southerly 431.24 feet to a point which is 125.52 feet West of the East line of said W. $\frac{1}{4}$; thence Northwesterly an arc distance of 223.47 feet on a curved line convex to the Northeast having a radius of 241.10 feet to a point on the East line of Knox Avenue 390.11 feet South of the North line of said SW. $\frac{1}{4}$; thence South along the East line of Knox Avenue 22.06 feet; thence Southeasterly an arc distance of 253.21 feet on a curved line convex to the Northeast having a radius of 221.011 feet to a point which is 125.5 feet West of the East line of said W. $\frac{1}{4}$ and 574.03 feet South of the North line of said SW. $\frac{1}{4}$; thence Southerly 751.63 feet to a point which is 125.3 feet West of the East line of said W. $\frac{1}{4}$; thence Westerly 7.7 feet on a line which is 1,325.71 feet South of the North line of said SW. $\frac{1}{4}$ and 133 feet West of the East line of said W. $\frac{1}{4}$; thence Southerly 650 feet along a line 133 feet West of and parallel to the East line of said W. $\frac{1}{4}$; thence Westerly 50 feet on a line which is 1,315.71 feet South of the North line of said SW. $\frac{1}{4}$ and 183 feet West of the East line of said W. $\frac{1}{4}$; thence Southerly 644.19 feet more or less to a point which is 40 feet North of the South line of said SW. $\frac{1}{4}$ and 183 feet West of the East line of said W. $\frac{1}{4}$; thence Easterly 216 feet on a line 40 feet North of and parallel to the South line.

18 562 829

of said SW. $\frac{1}{4}$ to a point 28 feet East of the East line of said W. $\frac{1}{4}$; thence Northerly 2,586.73 feet more or less to the point of beginning, also:

PARCEL No. 49

Two parcels of land across Blocks 1 and 2 in Chicago Title and Trust Company's Subdivision of part of the W. $\frac{1}{4}$ of the SW. $\frac{1}{4}$, Section 16, Township 38 North, Range 13 East of the Third Principal Meridian, recorded as Document No. 562087 in the Office of Recorder of Deeds, Cook County, Illinois, described as follows: A strip of land 18 feet in width being 9 feet on either side of curved line convex to the Northeast having a radius of 1,152.78 feet commencing at a point on the East line of said Block 1 a distance of 512.3 feet South of the North line of said SW. $\frac{1}{4}$; thence Northwestwardly on said curved line an arc distance of 344.09 feet, more or less, to a point in the West line of said Block 1 which is 303.97 feet South of said North line; thence continuing Northwestwardly to a point in the East line of said Block 2, 268.24 feet South of the North line of said SW. $\frac{1}{4}$; thence continuing Northwestwardly across said Block 2 an arc distance of 294.47 feet to a point in the West line of said Block 2 which is 174.91 feet South of said North line of the SW. $\frac{1}{4}$, also:

PARCEL No. 50

A rectangular parcel of land, 166 feet in width, through the NW. $\frac{1}{4}$ of Section 22, Township 38 North, Range 13 East of the Third Principal Meridian, the West line of which is 133 feet West of and parallel to the East line of the W. $\frac{1}{4}$ of said SW. $\frac{1}{4}$ and the East line of which is 33 feet East of and parallel to said East line of the W. $\frac{1}{4}$ (except therefrom the North 33 feet which is the S. $\frac{1}{4}$ of S. E. $\frac{1}{4}$ of 38th Street and the South 33 feet which is the N. $\frac{1}{4}$ of West Marquette Road), also:

PARCEL No. 51

A parcel of land, beginning at a point 33 feet South of the East and West center line of Section 22, Township 38 North, Range 13 East of the Third Principal Meridian and 33 feet East of the West line of said Section 22 thence easterly along a line 33 feet South of and parallel to the East and West center line of said Section 22 to a point 50.4 feet East of North and South center line of the SW. $\frac{1}{4}$ of said Section 22; thence Southeastwardly on a curved line convex to the Southwest having a radius of 1,432.69 feet an arc distance of 1,133.4 feet to a point 656.6 feet South of the East and West center line of said Section 22 and 744.3 feet East of the North and South center line of said SW. $\frac{1}{4}$ as measured at right angles thereto; thence Southeastwardly on a straight line to a point in the South line of said Section 22 said point being 454.5 feet West of the Southeast corner of said Section 22 thence West along the South line of said Section 22 a distance of 2,429 feet thence Northwestwardly 1,625.44 feet to a point 79 feet East of the West line of said Section 22 and 571.65 feet North of the South line of said Section 22 as measured at right angles thereto; thence Southerly 279.18 feet to a point in the South line of said Section 22 a distance of 30 feet West of the Southwest corner of said Section 22; thence West 17 feet to a point 33 feet East of the West line of said Section 22;

18 562 829

thence North 33 feet East of and parallel to the West line of Section 22 to the point of beginning. (Except the following: Beginning at a point in the South line of the SE. $\frac{1}{4}$ of Section 22, Township 38 North, Range 18 East of the Third Principal Meridian, 433.44 feet East of the North and South center line of said SE. $\frac{1}{4}$ as measured along said South line; thence Northwesterly through a point in the North and South center line of said SE. $\frac{1}{4}$ 303 feet North of the South line of said SE. $\frac{1}{4}$ as measured along said center line 540 feet; thence Southwest at right angles to last described course 6 feet; thence Southeasterly 3 feet Southwesterly of and parallel to first described course to the South line of said SE. $\frac{1}{4}$; thence East along the South line of said SE. $\frac{1}{4}$ to the point of beginning), also:

PARCEL No. 51A

A parcel of land: Beginning at a point in the North line of Section 27, Township 38 North, Range 18 East of the Third Principal Meridian, 894.50 feet West of the East line said Section 27; thence Southeasterly to a point 85.80 feet West of the East line of said Section 27 and 565.87 feet South of the North line of said Section 27 as measured at right angles thereto; thence South 84.16 feet to a point 87 feet perpendicularly distant westerly from the East line of said Section 27; thence South 87 feet West of and parallel to the East line of said Section 27 a distance of 458.5 feet; thence South to a point 84.92 feet West of the East line of said Section 27 and 1,121.25 feet South of the North line of said Section 27 as measured at right angles; thence Northwesterly to a point in the North and South center line of said Section 27 being 401.70 feet South of the North line of said Section 27 as measured along said North and South center line; thence Northwesterly 1,142 feet to a point in the North line of said Section 27 being 1,036.30 feet West of the North and South center line of said Section as measured along said North line; thence East along the North line of said Section 27 to the point of beginning. (Except the following: Beginning at a point in the North line of Section 27; Township 38 North, Range 18 East of the Third Principal Meridian, 434.44 feet East of the North and South center line of the NE. $\frac{1}{4}$ of said Section 27; thence Southeasterly at an angle of 34 degrees 54 minutes 05 seconds as measured from East to South a distance of 10 feet; thence Southwesterly at right angles to last described course 6 feet; thence Northwesterly 6 feet Southwesterly of and parallel to first described course to the North line of said Section 27; thence East along the North line of said Section 27 to the point of beginning), also:

PARCEL No. 52

An irregular parcel of land located in the NW. $\frac{1}{4}$ Section 26, Township 38 North, Range 18 East of the Third Principal Meridian: Beginning at a point 648.9 feet Southerly of the North line of the NW. $\frac{1}{4}$ Section 26, Township 38 North, Range 18 East and 53 feet East of the West line of said NW. $\frac{1}{4}$; thence Southeasterly on a straight line to a point in the North line of the SE. $\frac{1}{4}$ SE. $\frac{1}{4}$ NW. $\frac{1}{4}$ Section 26 being 713.28 feet West of the East line of said NW. $\frac{1}{4}$; thence East along the North line of the SE. $\frac{1}{4}$ SE. $\frac{1}{4}$ of said NW. $\frac{1}{4}$ to a point 50 feet West of the East line of said NW. $\frac{1}{4}$ being in the West right-of-way line of the Chicago and Grand

18 562 829

Trunk Railway; thence South along a line 50 feet West of and parallel to the East line of said NW. $\frac{1}{4}$, 663.84 feet more or less to the South line of said NW. $\frac{1}{4}$; thence West along the South line of said NW. $\frac{1}{4}$ to a point that is 614.44 feet West of the East line of said NW. $\frac{1}{4}$; thence North at a right angle 138.82 feet to a point which is the NE. corner of property conveyed by a Document recorded in the office of Recorder of Deeds, Cook County, Illinois as Document No. 12987719; thence Northwesterly 2,221.55 feet more or less in a straight line to a point that is 1,407.27 feet North of the South line of said NW. $\frac{1}{4}$ measured at right angles thereto and 238 feet East of the West line of said NW. $\frac{1}{4}$ measured at right angles thereto; thence Northwesterly on a curved line convex to the Northeast and tangent to last described course and having a radius of 667.489 feet an arc distance of 224.82 feet to a point of tangent being 1,502.92 feet North of the South line of said NW. $\frac{1}{4}$ measured at right angles thereto; thence Northwesterly 3.52 feet on a line tangent to last described course to a point that is 33 feet East of the West line of said NW. $\frac{1}{4}$ and 1,508.74 feet North of the South line of said NW. $\frac{1}{4}$; thence North along a line 88 feet East of and parallel to the West line of said NW. $\frac{1}{4}$ to the point of beginning, also;

PARCEL No. 53

An irregular parcel of land located in the NE. $\frac{1}{4}$ Section 26, Township 38 North, Range 48 East of the Third Principal Meridian. Beginning at a point in the South line of NE. $\frac{1}{4}$ Section 26, Township 38 North, Range 48 East of the Third Principal Meridian, 58 feet East of the West line of said NE. $\frac{1}{4}$ being the Easterly right of way line of the Chicago and Grand Trunk Railway; thence East along the South line of the said NE. $\frac{1}{4}$ Section 26 to the East line of said NE. $\frac{1}{4}$; thence North along the East line of said NE. $\frac{1}{4}$ a distance of 301.6 feet; thence Southwesterly in a straight line a distance of 971.69 feet, more or less, to a point said point being 135.4 feet North of the South line of said NE. $\frac{1}{4}$; thence Southwesterly on a curved line convex to the Southeast having a radius of 2,193.19 feet an arc distance of 377.92 feet, more or less, to a point in the North and South center line of said NE. $\frac{1}{4}$ being 108 feet North of the South line of said NE. $\frac{1}{4}$; thence West along a line 108 feet North of and parallel to the South line of said NE. $\frac{1}{4}$ a distance of 413.3 feet to a point; thence Southwesterly on a straight line a distance of 225.14 feet to a point 78.1 feet North of the South line of said NE. $\frac{1}{4}$ and 697.53 feet, more or less, West of the North and South center line of said NE. $\frac{1}{4}$; thence Westward along a line 78.1 feet North of and parallel to the South line of said NE. $\frac{1}{4}$ a distance of 35.302 feet; thence Northwesterly on a curved line convex to the Northwest having a radius of 397.354 feet an arc distance of 107.23 feet to a point being 27.15 feet North of the South line of said NE. $\frac{1}{4}$ and 64.1 feet East of the West line of said NE. $\frac{1}{4}$; thence South on a line 60 feet East of and parallel to the West line of said NE. $\frac{1}{4}$ a distance of 457.16 feet, more or less, to the point of beginning, also;

PARCEL No. 54

Being the S. $\frac{1}{2}$ of the NW. $\frac{1}{4}$ of Section 26, Township 38 North, Range 48 East of the Third Principal Meridian, also; The North 82 feet of

18 562 829

Blocks 21 and 22 and Lots 47, 48 and A in Block 23 in Wabash Addition to Chicago in Section 25 Township 38 North, Range 13 East of the Third Principal Meridian, recorded May 14, 1890 as Document No. 1269284 in the Office of Recorder of Deeds, Cook County, Illinois, including the North 82 feet of vacated 16 feet alley in Blocks 21 and 22 and vacated S. Francisco Avenue and South Mozart Street adjacent to the North 82 feet of said Blocks 21 and 22 and said Lots 47, 48 and A in Block 23; also:

That part of the SW. $\frac{1}{4}$ NE. $\frac{1}{4}$ said Section 25 lying South of the following described line: Beginning at a point in the North and South center line of said Section 25 being 381.68 feet North of the East and West center line of said Section 25; thence Southeasterly in a straight line to a point in the East line of the SW. $\frac{1}{4}$ NE. $\frac{1}{4}$ of said Section 25 being 244.13 feet North of the said East and West center line of said Section, also:

PARCEL No. 55

Lots 19 to 24 inclusive in Block 5 of Hinkamp and Company's Columbus Avenue Subdivision being a Resubdivision of part of Wabash Addition to Chicago recorded April 8, 1926 as Document No. 9234552 in the Office of Recorder of Deeds, Cook County, Illinois, also:

PARCEL No. 56

A triangular portion of Lot 19 Block 5 in the Hinkamp and Company's Columbus Avenue Subdivision, being a Resubdivision of part of Wabash Addition to Chicago in the SE. $\frac{1}{4}$ NE. $\frac{1}{4}$ Section 25 Township 38 North, Range 13 East of the Third Principal Meridian fronting 12.63 feet on Columbus Avenue and fronting 18.16 feet on Maplewood Avenue, also:

PARCEL No. 57

Lots 27 to 38 inclusive in Block 9 of Hinkamp and Company's Columbus Avenue Subdivision being a Resubdivision of part of Wabash Addition to Chicago recorded April 9, 1926 as Document No. 9234552, in the Office of Recorder of Deeds, Cook County, Illinois, also:

PARCEL No. 58

An Irregular parcel of land including vacated streets and alleys all in the NE. $\frac{1}{4}$ of Section 25, Township 38 North, Range 13 East of the Third Principal Meridian: Beginning at a point in the North and South center line of the NE. $\frac{1}{4}$ of Section 25, Township 38 North, Range 13 East of the Third Principal Meridian, 66 feet North of the South line of said NE. $\frac{1}{4}$; thence South along said North and South center line of said NE. $\frac{1}{4}$ to the South line of said NE. $\frac{1}{4}$; thence East along the South line of said NE. $\frac{1}{4}$ to a point 579.6 feet West of the East line of said NE. $\frac{1}{4}$; thence Northeasterly on a curved line convex to the Northwest having a radius of 3,134.86 feet to a point 35.52 feet North of the South line of said NE. $\frac{1}{4}$ and 90 feet West of the East line of said NE. $\frac{1}{4}$; thence Southerly 40 feet to a point 35.28 feet North of the South line of said NE. $\frac{1}{4}$ and 50 feet West of the East line of said NE. $\frac{1}{4}$; thence North along a

18 562 829

line 50 feet West of and parallel to the East line of said NE. $\frac{1}{4}$ to a point 14 feet South of the North line of Lot 1 in Block 9 in Hinkamp and Company's Columbus Avenue Subdivision being a Resubdivision of part of Wabash Addition to Chicago in the SE. $\frac{1}{4}$ NE. $\frac{1}{4}$ Section 25, Township 38 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois; thence Westerly on a straight line 882.5 feet to a point 21.15 feet South of the Northwesterly line of Lot 32 in Block 38 in Wabash Addition to Chicago; thence Northerly at right angles to last described course 21.15 feet to the Northwesterly line of said Lot 32; thence Southwesterly along the Northwesterly line of said Lot 32 to a point 66 feet North of the South line of said NE. $\frac{1}{4}$; thence Westerly on a line 66 feet North of and parallel to the South line of said NE. $\frac{1}{4}$ to the point of beginning;

(Excepting 30 feet wide Columbus Avenue opened by ordinance passed December 22, 1890, Order of possession entered September 21, 1892 recorded as Document No. 4269791 in the Office of Recorder of Deeds, Cook County, Illinois), also:

PARCEL NO. 69

Being an irregular parcel of land and vacated streets and alleys lying in the NW. $\frac{1}{4}$ of Section 30, Township 38 North, Range 14 East of the Third Principal Meridian: Beginning at a point 60 feet East of the West line of the NW. $\frac{1}{4}$ Section 30, Township 38 North, Range 14 East of the Third Principal Meridian, and 148.77 feet North of the South line of said NW. $\frac{1}{4}$; thence South along a line 50 feet East of and parallel to the West line of said NW. $\frac{1}{4}$ to a point 35 feet North of the South line of said NW. $\frac{1}{4}$; thence East along a line 33 feet North of and parallel to the South line of said NW. $\frac{1}{4}$ a distance of 1,302.51 feet to a point in the Westerly Right of Way line of the P. C. C. & St. L. Railroad, said West Right of Way line of P. C. C. & St. L. Railroad being 62.1 feet West of the North and South center line of said NW. $\frac{1}{4}$; thence North along the West Right of Way line of the P. C. C. & St. L. Railroad to a point 99 feet North of the South line of said NW. $\frac{1}{4}$; thence West along a line 99 feet North of and parallel to the South line of said NW. $\frac{1}{4}$ a distance of 548.12 feet to a point; thence Northeasterly on a curved line convex to the Southeast having a radius of 991.87 feet to a point in the West Right of Way line of the P. C. C. & St. L. Railroad 617.17 feet North of the South line of said NW. $\frac{1}{4}$; thence North along said Right of Way line 154.83 feet; thence Southwesterly on a curved line convex to the Southeast having a radius of 983.27 feet to a point in the South line of Block 9 of Dewey and Hogg's Subdivision of W. $\frac{1}{4}$ NW. $\frac{1}{4}$ Section 30, Township 38 North, Range 14 East of the Third Principal Meridian, recorded June 2, 1890, Document No. 1279111 in the Office of Recorder of Deeds, Cook County, Illinois, said point being 172.27 feet East of the West line of said Block 9; thence West along the South line of said Block 9 a distance of 118.90 feet; thence South 66 feet at right angles to the last described course to a point in the North line of Block 15 in said Dewey and Hogg's Subdivision, said point being 389.13 feet East of the Northwest corner of said Block; thence Southwesterly on a curved line convex to the Southeast having a radius of 918.5 feet to a point in the West line of said Block 15 being 411.01 feet South of the Northwest corner thereof; thence South-

18 562 829

westerly on a straight line 38.53 feet to a point in the East line of Block 14 in said Dewey and Hogg's Subdivision of W. $\frac{1}{4}$ NW. $\frac{1}{4}$ Section 30, Township 38 North, Range 14 East of the Third Principal Meridian, recorded June 23, 1891 as Document No. 1492344 in the Office of Recorder of Deeds, Cook County, Illinois, being 429.64 feet South of the Northeast corner of said Block 14; thence Southwesterly to a point in the West line of said Block 14 being 6.98 feet North of the Southwest corner; thence Southwesterly to a point that is 148.83 feet North of the South line of said NW. $\frac{1}{4}$ and 327.9 feet East of the West line of said NW. $\frac{1}{4}$; thence West to the point of beginning, also;

Lots 18 to 21, inclusive, in Block 18, in the Subdivision of Blocks 5, 12 and 13, in Dewey and Hogg's Subdivision of the W. $\frac{1}{4}$ of the N. $\frac{1}{4}$ of Section 30, Township 38 North, Range 14 East of the Third Principal Meridian (except the North 3.01 feet of Lot 21 and the North 3.91 feet of Lot 18); also;

Parts of Lots 16, 17, 18, 20, 21 and 22 in Block 14 in the Subdivision of Blocks 1, 2, 6, 7, 8, 10, 11 and 14 in Dewey and Hogg's Subdivision of the W. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of Section 30, Township 38 North, Range 14 East of the Third Principal Meridian, lying north of a straight line which intersects the West line of said Lot 20, 5.93 feet North of the Southwest corner of said Lot 20 and the East line of said Lot 18, 0.74 feet South of the Northeast corner of said Lot 18, and lying South of a straight line which intersects the West line of said Lot 22, 32.19 feet South of the Northwest corner of said Lot 22 and the East line of said Lot 16 at the Northeast corner of said Lot 16; also;

PARCEL No. 60

Being an irregular parcel of land located in the SE. $\frac{1}{4}$, NW. $\frac{1}{4}$ and the SW. $\frac{1}{4}$ NE. $\frac{1}{4}$ Section 30, Township 38 North, Range 14 East of the Third Principal Meridian: Beginning at a point 37.9 feet East of the North and South center line of the NW. $\frac{1}{4}$ Section 30, Township 38 North, Range 14 East of the Third Principal Meridian, and 149 feet North of the South line of said NW. $\frac{1}{4}$; thence South on a line 37.9 feet East of and parallel to the North and South center line of said NW. $\frac{1}{4}$ to a point 33 feet North of the South line of said NW. $\frac{1}{4}$; thence East along a line 33 feet North of and parallel to the East and West center line of Section 30, Township 38 North, Range 14 East of the Third Principal Meridian, to a point 88 feet West of the North and South center line of the NE. $\frac{1}{4}$ of said Section 30; thence North along a line 33 feet West of and parallel to the North and South center line of the said NE. $\frac{1}{4}$ to a point that is 149 feet North of the North and South center line of said Section 30; thence West along a line 149 feet North of and parallel to the East and West center line of said Section 30 to a point that is 725.34 feet West of the North and South center line of said Section 30; thence Northwest on a curved line convex to the Southwest having a radius of 938.87 feet to a point in East Right of Way line of the P. C. C. & St. L. Railroad, 37.9 feet East of the North and South center line of said NW. $\frac{1}{4}$ and 79.12 feet North of the South line of said NW. $\frac{1}{4}$; thence South along a line that is 37.9 feet East of and parallel to the North and South center line

18 562 829

of said NW. $\frac{1}{4}$ to a point that is 581.43 feet North of the South line of said NW. $\frac{1}{4}$; thence Southeasterly on a curved line concentric to last described curved line and having a radius of 971.87 feet to a point 149 feet North of the South line of said NW. $\frac{1}{4}$ and 517.87 feet East of the North and South center line of said NW. $\frac{1}{4}$; thence West along a line 149 feet North of and parallel to the South line of said NW. $\frac{1}{4}$ to the point of beginning, also:

PARCEL No. 61

The North 116 feet of the South 149 feet of the E. $\frac{1}{2}$ of the NE. $\frac{1}{4}$ of Section 30, Township 38 North, Range 14 East of the Third Principal Meridian, also:

PARCEL No. 62

The North 116 feet of the South 149 feet of W. $\frac{1}{2}$, NW. $\frac{1}{4}$ of Section 29, Township 38 North, Range 14 East of the Third Principal Meridian (Except the West 33 feet and the East 33 feet thereof), also:

The East 408.21 feet of the West 441.21 feet of the North 50 feet of the South 139 feet of said W. $\frac{1}{2}$, NW. $\frac{1}{4}$ of Section 29, Township 38 North, Range 14 East of the Third Principal Meridian, also:

The North 116 feet of the South 149 feet of the E. $\frac{1}{2}$, NW. $\frac{1}{4}$ of Section 29, Township 38 North, Range 14 East of the Third Principal Meridian, (Except the West 33 feet and the East 33 feet thereof), also:

The North 116 feet of the South 149 feet of the W. $\frac{1}{2}$, NE. $\frac{1}{4}$ of Section 29, Township 38 North, Range 14 East of the Third Principal Meridian, (Except the West 33 feet and the East 33 feet thereof), also:

The North 116 feet of the South 149 feet of the E. $\frac{1}{2}$, NE. $\frac{1}{4}$ of Section 29, Township 38 North, Range 14 East of the Third Principal Meridian, (Except the West 33 feet and the East 33 feet thereof), also:

PARCEL No. 63

Being an irregular parcel located in the NW. $\frac{1}{4}$ of Section 28, Township 38 North, Range 14 East of the Third Principal Meridian: Beginning at a point 33 feet East of the West line of the NW. $\frac{1}{4}$ of Section 28, Township 38 North, Range 14 East of the Third Principal Meridian, and 149 feet North of the South line of said NW. $\frac{1}{4}$; thence South 116 feet along a line 33 feet East of and parallel to the West line of said NW. $\frac{1}{4}$ to a point 33 feet North of the South line of said NW. $\frac{1}{4}$; thence East along a line 33 feet North of and parallel to said South line of NW. $\frac{1}{4}$ to a point 979.92 feet East of the West line of said NW. $\frac{1}{4}$; thence Northeasterly on a curved line convex to the Southeast having a radius of 922.37 feet to a point on the West line of South Union Avenue 64.62 feet North of the south line of said NW. $\frac{1}{4}$; thence North along the West line of South Union Avenue 71.16 feet to a point; thence Northwesterly on curved line convex to the Northeast having a radius of 902.0 feet to a point 549.59 feet East of the West line of said NW. $\frac{1}{4}$ and 149 feet North of the South line of

18 562 829

said NW. $\frac{1}{4}$; thence West along a line 149 feet North of and parallel to the South line of said NW. $\frac{1}{4}$ to the point of beginning, also:

PARCEL No. 54

Beginning at a point in the East line of South Union Avenue 125.03 feet North of the South line of the NW. $\frac{1}{4}$ of Section 28, Township 38 North, Range 14 East of the Third Principal Meridian; thence Northeasterly on a curved line convex to the Southeast having a radius of 889.37 feet an arc distance of 918.6 feet through a point in the North line of West 74th Street being 100.41 feet West of the North and South center line of the said NW. $\frac{1}{4}$ to a point of tangent; thence tangent to last described course 100 feet to a point of curve; thence Northeasterly on a curved line convex to the Southeast having a radius of 1,608.56 feet an arc distance of 212.45 feet to a point of tangent being 25.44 feet West of the North and South center line of said NW. $\frac{1}{4}$; thence on a line tangent to last described course 44.85 feet to a point of curve; thence along said curved line having a radius of 1,273.57 feet convex to the Southeast an arc distance of 133.8 feet to a point of tangent 13.33 feet West of the North and South center line of said NW. $\frac{1}{4}$; thence North along a straight line a distance of 32.38 feet to a point in the South line of West 73rd Street 13.46 feet West of the North and South center line of said NW. $\frac{1}{4}$ said South line of West 73rd Street being the North line of Lot 1 in Block 1 of B. W. Wood's Normal Park Subdivision of the SW. $\frac{1}{4}$, NW. $\frac{1}{4}$ Section 28, Township 38 North, Range 14 East of the Third Principal Meridian; thence East along the North line of said Lot 1 a distance of 1.46 feet to a point 12 feet West of the North and South center line of said NW. $\frac{1}{4}$; thence South along a line 12 feet West of and parallel to the North and South center line of said NW. $\frac{1}{4}$ to a point 200.62 feet North of the North line of West 74th Street; thence Southwesterly on a straight line 188.74 feet to a point of curve; thence Southwesterly on a curved line convex to the Southeast having a radius of 322.37 feet and through a point in the North line of West 74th Street said point being 65.97 feet West of the North and South center line of said NW. $\frac{1}{4}$ to a point in the East line of South Union Avenue 89.8 feet North of the South line of said NW. $\frac{1}{4}$; thence North along the East line of Union Avenue 35.28 feet to the point of beginning, (Excepting West 74th Street), also:

PARCEL No. 65

Lot 30 in Block 14 in Storke's Subdivision of Auburn being a Re-subdivision of Blocks 1 to 16 inclusive in the W. $\frac{1}{4}$, SW. $\frac{1}{4}$ Section 28, Township 38 North, Range 14 East of the Third Principal Meridian, except Railroad lands in Blocks 15 and 16, except Lot 10 in Block 3 Lots 3 and 4 in Block 7 Lot 4 and the N. $\frac{1}{4}$ of Lot 5 in Block 10 and Lot 12 in Block 12, also:

PARCEL No. 66

Beginning at the point of intersection of the Southerly-curved right of way line of the Wabash Railroad Company and the West Line of South Union Avenue; thence South along the West line of South Union Avenue

18 562 829

39.75 feet to a point in a curved line convex to the Northeast having a radius of 769.08 feet; thence along said curved line Northwesterly to a point of intersection with said Southerly Right of Way line of the Wabash Railroad; thence Northeasterly along said Southerly Right of Way line of the Wabash Railroad Company to the point of beginning, also:

PARCEL No. 57

Beginning at the Northeast corner of 76th Street and Lowe Avenue being the Southwest corner of Block 16 in Storke's Subdivision of Auburn recorded June 23, 1837 as Document No. 345295, in the Office of Recorder of Deeds, Cook County, Illinois, thence East along the South line of said Block 16 246.42 feet to a point; thence Northwesterly on a curved line convex to the Northeast having a radius of 870.795 feet to the Southerly Right of Way line of the Wabash Railroad; thence along the Southerly Right of Way line of the Wabash Railroad 63.95 feet to the East line of South Union Avenue; thence South along the East line of South Union Avenue 81.39 feet; thence Southeasterly on a curved line convex to the Northeast having a radius of 764.08 feet to a point in the West line of South Lowe Avenue (vacated) 4.75 feet North of the Northeast corner of Lot 5 said Block 16; thence South along the West line of South Lowe Avenue 14.98 feet; thence Southeasterly on a curved line having a radius of 629.14 feet to a point in a straight line making an angle of 44 degrees 47 minutes with the Northwest corner of Lot 10 said Block 16 as measured from North to West; thence Southeasterly said straight line 44.42 feet to the Northwest corner of Lot 10 in said Block 16; thence South along the West line of said Block 16 to the point of beginning, also;

That part of the E. 1/2 of South Lowe Avenue (vacated) lying West of and adjoining Lots 7 to 10 inclusive in said Block 16 and lying North of the North line of Lot 10 extended West and Southerly of the Southwesterly Right of Way line of the Chicago and Western Indiana Railroad Company, vacated by Ordinance passed November 30, 1868 recorded as Document No. 17456097, in the Office of Recorder of Deeds, Cook County, Illinois, also;

PARCEL No. 64

Being parts of Lots 1 to 15 inclusive in Block 9 and Lots 1 to 15 inclusive in Block 8 in Storke's Resubdivision of Auburn, being a Resubdivision of Blocks 1 to 16 inclusive in the W. 1/4, SW. 1/4, Section 28 Township 33 North, Range 14 East of the Third Principal Meridian and parts of vacated West 77th Street and South Wallace Street, as located prior to July 23, 1913; Beginning at a point in the South line of West 76th Street 184.5 feet East of the Northwest corner of said Block 9; thence Southerly in a straight line to a point in the South line of said Block 9, 184.45 feet East of the Southwest corner of said Block; thence Southerly 86 feet to a point in the North line of said Block 8, being 184.45 feet East of the Northwest corner of said Block 8; thence Southerly in a straight line to a point in the South line of said Block 8, being 180.48 feet East of the Southwest corner of said Block 8; thence East along the South line of said Block 8, a distance of 16.57 feet; thence Northeasterly in a curved line

18 562 829

convex Northwesterly having a radius of 3,819.83 feet an arc distance of 29.22 feet to a point of tangent; thence Northwesterly in a straight line, which intersects the North line of said Block 9 extended east 247.52 feet east of the northwest corner of said Block 8, a distance of 1,133.51 feet to a point of curve; thence Northwesterly on a curved line tangent to last described course and convex Northeastly having a radius of 867.52 feet an arc distance of 93.35 feet to a point in the North line of said Block 9; thence West along the North line of said Block 9, and said line extended east, a distance of 71.76 feet to the point of beginning, also;

PARCEL No. 69

Being part of Lots 1 to 10 inclusive in Block 1 in Storke's Resubdivision of Auburn, being a Resubdivision of Blocks 1 to 16 inclusive in the W. $\frac{1}{4}$, SW. $\frac{1}{4}$ of Section 28, Township 38 North, Range 14 East of the Third Principal Meridian, and parts of vacated South Wallace Street as located prior to July 28, 1913, more particularly described as follows: Beginning at a point in the South line of West 78th Street 179.9 feet East of the Northwest corner of said Block 1 measured along the North line of said Block 1; thence South to a point in the South line of said Block 1 extended east which point is 164 feet East of the Southwest corner of said Block 1; thence East along the South line of said Block 1 a distance of 5.25 feet to the Westerly Right of Way line of the C. R. I. & P. R.R.; thence Northeastly along the Westerly Right of Way line of the C. R. I. & P. R.R. 235.43 feet to a point which is 226.78 feet Northerly of the South line of said Block 1 extended Easterly as measured in a straight line from a point 278.48 feet East of the Southwest corner of said Block 1; thence Northwesterly along the extension of last described straight line 24.17 feet to a point of curve; thence Northwesterly on a curved line convex to the Southwest having a radius of 3,819.83 feet and tangent to last described course an arc distance of 347.43 feet to a point in the North line of said Block 1 being 235.47 feet East of the Northwest corner of said Block 1; thence West along the North line of said Block 1 a distance of 56.57 feet to the point of beginning, also:

PARCEL No. 70

Beginning at the point of intersection of the Easterly Right of Way line of the C. R. I. & P. R.R. and the South line of West 79th Street; thence Southwestly along the Easterly Right of Way line of the C. R. I. & P. R.R. to a point in the South line of Lot 9 in E. A. Cummings Subdivision of the South 300 feet of that part of Lot 1 in Assessor's Division of the W. $\frac{1}{4}$ of Section 33, Township 38 North, Range 14 East of the Third Principal Meridian lying North of West 80th Street West of South Wallace Street and East of C. R. I. & P. R.R.; thence East along the South line of said Lot 9 a distance of 72.76 feet; thence Southerly in a straight line to a point in the North line of West 80th Street being the South line of Lot 1 in said E. A. Cummings Subdivision being 153.66 feet East of the Easterly Right of Way line of the C. R. I. & P. R.R.; thence East along the North line of West 80th Street 98.65 feet; thence Northwesterly on a line making an angle of $54^{\circ} 28' 40''$ to last described course as measured from West to North 289.65 feet to a point of curve; thence Northwesterly on a curved

18 562 829

line convex to the Southwest having a radius of 2,292.01 feet an arc distance of 31.89 feet; thence on a straight line tangent to last described curve a distance of 183.74 feet to a point of curve; thence Northwesterly on a curved line convex to the Southwest having a radius of 2,292.01 feet an arc distance of 26.78 feet; thence on a straight line 72.51 feet to a point on the South line of West 79th Street; thence West along the South line of West 79th Street 11.11 feet to the point of beginning, also:

Reserving unto the Grantor, its successors and assigns an undivided one-half interest in and to that part of aforesaid described Parcel 70 bounded and described as follows:

Beginning at a point in the north line of West 80th Street which is 247.36 feet East of the Easterly Right of Way line of the C. R. I. & P. RR.; thence Northwesterly on a line making an angle of $84^{\circ} 28' 40''$ to said North street line, as measured from West to North, a distance of 171.07 feet; thence Southerly in a straight line a distance of 170.28 feet, more or less, to a point in the North line of West 80th Street; thence East along said North street line 17.96 feet to the point of beginning; also:

PARCEL No. 71

Beginning at a point in the South line of West 80th Street 13.87 feet East of the Northwest corner of Lot 11 in Block 4 in Schorling's Subdivision of that part of Assessor's Subdivision of the W. 1/4 of Section 33, Township 23 North, Range 14 East of the Third Principal Meridian, which lies South of 80th Street North of 81st Street, West of Vincennes Road and East of the C. R. I. & P. RR.; thence Southeasterly on a straight line through a point in the South line of Lot 10 in said Block 4 (being 0.48 feet East of the Southwest corner of said Lot 10) a distance of 198.76 feet to a point of curve; thence Southeasterly along a curved line convex to the West tangent to last described course having a radius of 935.366 feet an arc distance of 68.18 feet; thence Southeasterly in a straight line tangent to last described course 246.98 feet to a point of curve; thence Southeasterly on a curved line convex to the Southwest tangent to last described course having a radius of 2,864.98 feet an arc distance of 17.26 feet to a point; thence Southeasterly on a straight line tangent to last described course 80.53 feet to a point in the North line of West 81st Street being 100.48 feet East of the Southwest corner of said Block 4; thence West along the North line of West 81st Street 56.24 feet; thence Northwesterly in a straight line 237.87 feet to a point 2.1 feet East of the West line of said Block 4; thence Westerly 32.72 feet to a point on a straight line, which extends from a point 43.5 feet West of, as measured at a right angle to, the West line of said Block 4, 206.37 feet South of the South line of West 80th Street (extended West) to a point on the North line of West 81st Street (extended West) 11.78 feet West of the Southwest corner of said Block 4; thence Northwesterly at a right angle 100.85 feet, more or less, to a point in a line 43.5 feet West of and parallel to the West line of said Block 4 which point is 206.37 feet South of the South line of West 80th Street extended West; thence North along said parallel line to the

18 562 829

South line of West 80th Street extended West; thence East along the South line of West 80th Street 87.87 feet to the point of beginning, also:

Reserving unto the Grantor, its successors and assigns, an undivided one-half interest in and to that part of aforesaid described Parcel 71, bounded and described as follows:

Beginning at a point in the South line of West 80th Street 13.87 feet East of the Northwest corner of Lot 11 in Block 4 in Schorling's Subdivision of that part of Assessor's Subdivision of the W. 1/4 of Section 88, Township 38 North, Range 14 East of the Third Principal Meridian; thence Southeasterly on a straight line 19.83 feet to a point which is 18.81 feet East of the West line of said Lot 11; thence Southerly on a straight line, making an angle of $6^{\circ} 01' 32''$ as measured from East to South with the Southeasterly extension of last described course, 172.81 feet to a point of curve; thence Southerly on a curved line convex to the West having a radius of 1,146.28 feet an arc distance of 31.27 feet; thence Southeasterly tangent to said curve 219.48 feet to a point of curve; thence Southeasterly along a curved line convex Westerly having a radius of 955.366 feet an arc distance of 106.46 feet to a point in the North line of West 81st Street 43.64 feet East of the Southwest corner of said Block 4; thence Northwesterly in a straight line 237.87 feet to a point 2.10 feet East of the West line of said Block 4; thence Westerly 32.72 feet to a point on a straight line, which extends from a point 43.5 feet West of, as measured at a right angle to, the West line of said Block 4, 206.37 feet South of the South line of West 80th Street (extended West) to a point on the North line of West 81st Street (extended West) 11.78 feet West of the Southwest corner of said Block 4; thence Northwesterly along the straight line last described 143.09 feet; thence Easterly at a right angle 29.54 feet to a point which is 11.58 feet West of the Northwest corner of Lot 15 in said Block 4; thence Northerly 221.83 feet, more or less, to a point in the South line of West 80th Street; thence East along said South street line 24.92 feet to the point of beginning, also:

PARCEL NO. 72

Beginning at a point in the South line of West 81st Street in the City of Chicago, Illinois 59.60 feet East of the East line of South Wallace Street; thence Southeasterly on a straight line to a point in the Northerly line of Vincennes Avenue, said line passes through a point in the North line of West 83rd Street 291.9 feet East of the East line of South Wallace Street; thence Northeasterly along the Northerly line of Vincennes Avenue 80 feet to a point 56 feet East of the last described line as measured at right angles; thence Northerly on a line 56 feet Easterly from and parallel to said first described course to a point in the South line of West 81st Street; thence West along the South line of West 81st Street 56.84 feet to the point of beginning, also:

PARCEL NO. 73

Being that part of the Chicago and Western Indiana Railroad Company's Lots A, B, and C, being a Subdivision of a part of Section 33,

18 562 829

Township 33 North, Range 14 East of the Third Principal Meridian recorded as Document No. 2941409, March 23, 1900, in the Office of Recorder of Deeds, Cook County, Illinois, lying Southeastern of Vincennes Avenue Southern of West 84th Street and Westerly of South Stewart Avenue and South Holland Road lying within the following described boundary lines: Beginning at a point in the Southern line of Vincennes Avenue as now located 310.52 feet Northeastern of the North line of West 84th Street; thence Southerly on a straight line through a point in the Northwestern line of Lot 7 Block 2 in South Englewood a Subdivision in the SE. 1/4 of Section 33, Township 33 North, Range 14 East of the Third Principal Meridian, 8 feet Southwesterly from the Northwest corner of said Lot 7 a distance of 196.4 feet to a point of curve; thence Southeastern on a curved line convex to the Southwest having a radius of 1,910.08 feet through a point in the North line of Lot 10 Block 4 of South Englewood Subdivision of that part of the SW. 1/4 of Section 33, Township 33 North, Range 14 East of the Third Principal Meridian, that lies South and East of Vincennes Road and West and Southwest of Holland Settlement Road 52.5 feet West of the Northeast corner of said Lot 10; Continuing on said curve through a point in the North line of Lot 4 of said Block 4, 58.8 feet West of the Northeast corner thereof; a total arc distance of 918.16 feet to a point of tangent; thence Southeastern on a straight line through a point in the East line of Lot 1 Block 20 in said South Englewood Subdivision in the SW. 1/4 of Section 33, Township 33 North, Range 14 East of the Third Principal Meridian, 54 feet South of the Northeast corner of said Lot 1; thence continuing along said straight line to a point in the Westerly line of South Holland Road 112.32 feet Northeastern of the North line of West 87th Street as measured along the Westerly line of South Holland Road; thence Northeastern along the Westerly line of South Holland Road 207 feet to a point; thence Northwestern along the Westerly line of South Holland Road 1,200 feet more or less to a point in the West line of South Stewart Avenue; thence North along the West line of South Stewart Avenue to a point 1,249.59 feet South of the East and West center line of Section 33, Township 33 North, Range 14 East of the Third Principal Meridian, which is the Southern point of land conveyed by Warranty Deed dated October 1, 1946 recorded as Document No. 13908217 in the Office of Recorder of Deeds, Cook County, Illinois; thence 660.35 feet Northwestern to a point 263 feet West of the North and South center line of Section 33 and 680.59 feet South of the East and West center line of said Section 33; thence Northwestern on a straight line at an angle of 20° 34' 28" as measured from North to West a distance of 75.95 feet; thence Northwestern on a curved line convex to the Southwest having a radius of 652.74 feet an arc distance of 338.19 feet more or less to a point which is 32.24 feet West of said North and South center line and 223.63 feet South of said East and West center line; thence Northeastern in a straight line a distance of 157.3 feet to a point which is 293.54 feet West of said North and South center line and 71.18 feet South of said East and West center line; thence Northeastern at an angle of 60° 04' 09" as measured from North to East to the extension of last described course a distance of 74.64 feet to a point which is 272.75 feet West of said North and South center line and 0.51 feet North of said East and West center line; thence continuing Northeastern on a curved line convex to the Southeast having a radius of 694.08 feet an arc distance of 61.84 feet more or less to a point which is 258.28 feet West of said North and South center line and 59.61 feet North

18 562 829

of said East and West center line; thence Northeasterly in a straight line 20.6 feet, more or less, to a point in the South line of West 83rd Street which point is 253.01 feet West of the West line of South Stewart Avenue as measured along the South line of West 83rd Street and which is the Northwest corner of land conveyed by Warranty Deed dated October 1, 1959 recorded as Document No. 17676207 in the Office of Recorder of Deeds, Cook County, Illinois; thence Northwesterly along the Southerly line of West 33rd Street 232.57 feet to the original Easterly line of Vincennes Avenue; thence Westerly 30.11 feet to a point 25 feet Westerly of the original Easterly line of Vincennes Avenue as measured at a right angle; thence Southwesterly along a line 25 feet Northwesterly of and parallel to the original Easterly line of Vincennes Avenue to the point of beginning;

(Except the following described land: Beginning at a point 25 feet Northwesterly of and parallel to the Southeasterly line of Vincennes Avenue 331.27 feet Northeasterly from the North line of West 84th Street extended West as measured along said line 25 feet Northwest from and parallel to the Southeasterly line of Vincennes Avenue; thence Southerly making an angle of $49^{\circ} 54' 29''$ with said Southeasterly line of Vincennes Avenue 202.74 feet to a point of curve convex Westerly having a radius of 1,354.08 feet; thence Southerly along said curve which intersects the South line of West 84th Street 11.14 feet East of the Northwest corner of Lot 1 in said Block 4 and also intersects the East line of said Block 4 at a point 45 feet North of the Southeast corner of Lot 3 said Block 4, a distance of 869.32 feet to a point of tangent; thence Southeasterly along said tangent 599.97 feet to a point of deflection; thence deflecting to the left to an extension of last described course $0^{\circ} 29' 53''$ and running Southeasterly 200 feet to a point of deflection; thence deflecting right to an extension of last described course $0^{\circ} 42' 26''$ and running Southeasterly 427.23 feet to a point of deflection; thence deflecting left to an extension of last described course $168^{\circ} 05' 02''$ and running Northwesterly making an angle of and in an extension of last described course $11^{\circ} 50' 53''$ with last described line 330 feet to point of deflection; thence deflecting right to an extension of last described course $24^{\circ} 49' 53''$ and running Northerly 62.81 feet to point of curve convex Easterly having a radius of 1,910.08 feet; thence Northerly along said curve 410.6 feet to point of deflection; thence from a tangent at this point of deflection left to an extension of last described course $7^{\circ} 18' 08''$ and running Northerly 239.51 feet to point of deflection; thence deflecting right to an extension of last described course $7^{\circ} 33' 16''$ and running Northerly 107 feet to point of deflection; thence deflecting left to an extension of last described course $8^{\circ} 07' 25''$ and running Northerly 1,395.39 feet to a point in a line 25 feet Northwesterly from and parallel to the Southeasterly line of Vincennes Avenue; thence Southwesterly along said line 25 feet Northwesterly from and parallel to the Southeasterly line of Vincennes Avenue, 583.52 feet to the point of beginning) also;

(Except property conveyed by Warranty Deed dated March 1, 1946 recorded as Document No. 13740815 in the Office of Recorder of Deeds, Cook County, Illinois being that part of Lot B in Chicago and Western Indiana Railroad Company's Subdivision of a part of Section 33, Township 33 North, Range 14 East of the Third Principal Meridian, recorded March 29, 1900 as Document No. 2941409 in the Office of Recorder of Deeds,

18 562 829

Cook County, Illinois, commencing at the intersection of the original Southeastery line of Vincennes Avenue with the present Southerly line of West 83rd Street as now open between Vincennes Avenue and South Stewart Avenue; thence Southeastery from said point of intersection along said Southerly line of West 83rd Street a distance of 131.58 feet to a point, thence Southwesterly on a line making an angle of $106^{\circ} 31' 36''$ to the Southeast with said Southerly line of West 83rd Street a distance of 437.78 feet to a point; thence Northwesterly on a line making an angle of $32^{\circ} 37' 04''$ with last described course a distance of 421.78 feet, more or less, to a point on said original Southeastery line of Vincennes Avenue; thence Northeastery along said original Southeastery line of Vincennes Avenue a distance of 144.36 feet to the place of beginning; also;

(Except that part of Vincennes Avenue vacated by Ordinance July 18, 1908, and appearing on Page 1202 of the Council Proceedings of the City of Chicago, described as follows: Commencing at the intersection of the original Southeastery line of Vincennes Avenue with the present Southerly line of West 83rd Street as now open between Vincennes Avenue and South Stewart Avenue; thence Westerly on a line parallel with the East and West center line of said Section 33 a distance of 30.11 feet; thence Southwesterly on a line which is 25 feet Northwesterly of and parallel with the said original Southeastery line of Vincennes Avenue a distance of 109.6 feet; thence Southeastery a distance of 30.8 feet to a point on the original Southeastery line of Vincennes Avenue; thence Northeastery along the original Southeastery line of Vincennes Avenue 144.36 feet to the point of beginning); also;

PARCEL No. 74

Beginning at a point of intersection of the South line of Section 33, Township 38 North, Range 14 East of the Third Principal Meridian, and the North and South center line of the SE $\frac{1}{4}$ of said Section; thence West along the South line of said Section 33 to a point which is 9.37 feet East of the Easterly line of South Holland Road as now located; thence Northwesterly in a straight line to a point in the East line of South Holland Road 46.19 feet North of the Northeast corner of South Holland Road and West 87th Street; thence Northeastery along the Easterly line of South Holland Road a distance of 271 feet, more or less, to a point; thence Northwesterly along the Easterly line of South Holland Road a distance of 1,171 feet, more or less, to a point in the East and West center line of said SE $\frac{1}{4}$, being 1,231 feet, more or less, West of the North and South center line of said SE $\frac{1}{4}$; thence East along the East and West center line of said SE $\frac{1}{4}$ a distance of 923 feet to a point 353 feet West of the North and South center line of said SE $\frac{1}{4}$; thence North 355 feet West of and parallel to the North and South center line of said SE $\frac{1}{4}$ a distance of 343.84 feet; thence East 353 feet to a point 333.36 feet North of the East and West center line of said SE $\frac{1}{4}$; thence South along the North and South center line of said SE $\frac{1}{4}$ a distance of 923.69 feet to a point; thence Southeastery 53.12 feet to a point of curve 3.52 feet East of the North and South center line of said SE $\frac{1}{4}$; thence Southeastery on a curved line convex to the Southwest having a radius of 278.939 feet an arc distance of 261.93 feet to a point of tangent which point is 132.33 feet East of the North and

13 562 829

South center line of said SE. $\frac{1}{4}$, and 405.79 feet North of the South line of said SE. $\frac{1}{4}$; thence Southeasterly tangent to last described curve 46.66 feet to a point of curve; thence Southeasterly on a curved line convex to the Southwest having a radius of 319.389 feet and tangent to last described course an arc distance of 184.49 feet to a point; thence West a distance of 346.97 feet to a point in the North and South center line of said SE. $\frac{1}{4}$, being 329.11 feet North of the South line of said SE. $\frac{1}{4}$; thence South along the North and South center line of said SE. $\frac{1}{4}$ a distance of 829.11 feet to the point of beginning;

Subject however to an Easement over the East 30 feet of the East 853 feet of the S. $\frac{1}{4}$, N. $\frac{1}{4}$, W. $\frac{1}{2}$ SE. $\frac{1}{4}$ of Section 33, Township 38 North, Range 14 East of the Third Principal Meridian, (except any part of West 87th Street as now located), also:

PARCEL NO. 75

Beginning at a point 2.36 feet West of the intersection of the North line of Section 4, Township 37 North, Range 14 East of the Third Principal Meridian, and the North and South center line of the NE. $\frac{1}{4}$ of said Section 4, Township 37 North, Range 14 East of the Third Principal Meridian, which point is in the North line of West 87th Street; thence Southwesterly on a curved line being the North line of West 87th Street convex to the Northwest having a radius of 1,033 feet to a point of reverse curve 8.34 feet West of the North and South center line of Northeast $\frac{1}{4}$ of Section 4; thence Southwesterly on a curve convex to the Southeast having a radius of 967 feet to a point 34 feet South of the North line of said Section 4 and 256.5 feet West of the North and South center line of the NE. $\frac{1}{4}$ of said Section 4; thence West 84 feet South of and parallel to the North line of said Section 4 which is the North line of West 87th Street to a point 50.11 feet East of the Northeast corner of South Holland Road and West 87th Street; thence Northwesterly in a straight line which intersects the East line of South Holland Road at a point 46.18 feet Northeasterly from the North line of East 87th Street as measured along said East Road line to a point in the North line of said Section 4; thence East along the North line of said Section 4 to the point of beginning, also:

PARCEL No. 76

Beginning at a point in the West line of South State Street 33 feet West of the East line of the NE. $\frac{1}{4}$ of Section 4, Township 37 North, Range 14 East of the Third Principal Meridian, and 602.36 feet, more or less, North of the South line of said NE. $\frac{1}{4}$; thence Northwesterly on a curved line convex to the Southwest having a radius of 673.64 feet an arc distance of 243.59 feet to a point of tangent; thence Northwesterly on a straight line tangent to last described course through a point in the East and West center line of said NE. $\frac{1}{4}$, being 655.01 feet West of the East line of said NE. $\frac{1}{4}$, a distance of 1,228 feet to a point; thence Northwesterly 917.80 feet more or less to a point in the South line of West 87th Street; thence West along the South line of West 87th Street to a point 5 feet West of the North and South center line of said NE. $\frac{1}{4}$, measured at a right angle

18 562 829

thereto, and 69.66 feet South of the North line of said NE. $\frac{1}{4}$; thence South along a line 5 feet West of and parallel to the North and South center line of said NE. $\frac{1}{4}$, a distance of 570.37 feet; thence Northwesterly on a straight line 566.60 feet to a point that is 465 feet West of the North and South center line of said NE. $\frac{1}{4}$, and 304.51 feet South of the North line of said NE. $\frac{1}{4}$; thence North on a line 465 feet West of and parallel to the North and South center line of said NE. $\frac{1}{4}$, a distance of 204.51 feet to the South line of West 87th Street being 100 feet South of the North line of said NE. $\frac{1}{4}$; thence West along the South line of West 87th Street 100 feet South of and parallel to the North line of said NE. $\frac{1}{4}$, a distance of 385.48 feet to a point 850.49 feet West of the North and South center line of said NE. $\frac{1}{4}$; thence Southeasterly 225 feet to a point 279.97 feet South of the North line of said NE. $\frac{1}{4}$, and 718.27 feet West of the North and South center line of said NE. $\frac{1}{4}$; thence Southeasterly 1,310.13 feet to a point on the East and West center line of said NE. $\frac{1}{4}$, a distance of 38.14 feet East of the North and South center line of said NE. $\frac{1}{4}$; thence Southeasterly 141.08 feet to a point 111.96 feet South of the East and West center line of said NE. $\frac{1}{4}$, and 174.44 feet East of the North and South center line of said NE. $\frac{1}{4}$; thence Southeasterly on a curved line convex to the Southwest having a radius of 2,782.19 feet an arc distance of 106.11 feet to a point of compound curve; thence Southeasterly on a curved line convex to the Southwest having a radius of 1,503.31 feet an arc distance of 1,249.52 feet to a point 33 feet West of the East line of said NE. $\frac{1}{4}$, and 497.88 feet North of the South line of said NE. $\frac{1}{4}$; thence North 33 feet West of and parallel to the East line of said NE. $\frac{1}{4}$ to the point of beginning;

(Except that part of the West 357 feet of the East 390 feet of said NE. $\frac{1}{4}$ lying Northerly of the following described line: Beginning at a point on the West line of the East 33 feet of said NE. $\frac{1}{4}$ being 564.86 feet North of the South line of said NE. $\frac{1}{4}$; thence Northwesterly along a line which forms an angle of $88^{\circ} 18' 46''$ measured from North to West, a distance of 105.50 feet; thence Northwesterly on a curved line convex to the Southwest having a radius of 637.27 feet to a point in the West line of the East 390 feet of said NE. $\frac{1}{4}$, conveyed March 13, 1960, and recorded as Document No. 17982516 in the Office of Recorder of Deeds, Cook County, Illinois); also;

Parcel No. 77

Beginning at a point on the East line of South State Street 33 feet East of the West line of the NW. $\frac{1}{4}$ of Section 3, Township 37 North, Range 14 East of the Third Principal Meridian, and 434.29 feet North of the South line of said NW. $\frac{1}{4}$; thence Southeasterly on a curved line convex to the Southwest having a radius of 2,702.23 feet a distance of 30.95 feet to a point of tangent; thence Easterly tangent to last described course 513.58 feet to a point of curve; thence continuing Easterly on a curved line tangent to last described course and convex to the North having a radius of 6,336.73 feet a distance of 748.34 feet, more or less, to a point 33 feet West of the North and South center line of said NW. $\frac{1}{4}$, and 204.84 feet North of the South line of said NW. $\frac{1}{4}$; thence North 33 feet West of and parallel to the North and South center line of said NW. $\frac{1}{4}$, a distance

18.562 829

of 97.78 feet; thence Westerly on a curved line convex to the North having a radius of 5,980 feet, a distance of 911.66 feet to a point of tangent; thence continuing Westerly tangent to last described course 371.52 feet more or less to a point in the East line of South State Street 83 feet East of the West line of said NW. $\frac{1}{4}$; thence South 79.84 feet to the point of beginning, also:

PARCEL NO. 78

A perpetual easement for railroad right of way bounded and described as follows: Beginning at a point in a line South of and parallel to the North line of the SW. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of Section 3, Township 37 North, Range 14 East of the Third Principal Meridian, said North line being the center line of East 89th Street and said line South of and parallel to same, hereinafter called line A, intersecting the East line of State Street 50 feet East of and parallel to the center line of State Street and 150 feet North of the North line of Right of Way of the Chicago and Western Indiana Railroad as measured along said East line of State Street, said point of beginning being 446.93 feet East of the East line of State Street; thence running Southeasterly on a curve convex to the Northeast having a radius of 883.06 feet a distance of 186.09 feet to a point hereinafter called point B, being 626.1 feet East of the East line of State Street measured parallel to and 97.51 feet South of, measured at right angles to, said line A; thence Southeasterly on a straight line tangent to last described curve hereinafter called line C, a distance of 220 feet to point of curve hereinafter called point D; thence Southeasterly on a curve tangent to last described straight line convex to the Southwest having a radius 883.06 feet a distance of 81.05 feet to the Northerly line of the 150 feet wide Right of Way of the Chicago and Western Indiana Railroad; thence Northwesterly along said Northerly Right of Way line to a point 10.76 feet Southwesterly measured on a radial projected line of last above described curve; thence Northwesterly on a curved line convex to the Southwest having a radius of 893.82 feet concentric with last above described curve to a point 10.76 feet Southwesterly from measured on a radial projected line from above described point D; thence Northwesterly on a straight line 40 feet to a point 10 feet Southwesterly from measured at right angles to above described line C; thence Northwesterly 10 feet Southwesterly from and parallel to the above described line C a distance of 140 feet more or less; thence Northwesterly on a straight line 40 feet to a point 10.76 feet from above described point B measured at right angles to above described line C; thence Northwesterly and Westerly on a curve convex to the Northeast having a radius of 372.3 feet concentric with first above described curved line to a point 0.76 feet South of line A measured at right angles therefrom at a point therein 86.93 feet West of the point of beginning; thence Westerly 40 feet to a point in said line A; thence Easterly along said line A, 126.98 feet to the point of beginning being a strip of land 10 feet wide which is the Southwesterly 10 feet of a strip of land 20 feet wide to be conveyed herein, the Northeastly 10 foot strip of said 20 foot strip being adjacent to and Northeastly of the 10 foot strip described above; Also the Northeastly 10 feet of said 20 foot easement strip; Also a triangular shaped piece of real estate lying Southeasterly of and adjoining said North-

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easterly 10 feet of said easement strip on the Southeast, and bounded by said strip on the Northwest, the Northeasterly boundary of said triangularly shaped piece being the extension of a curved line concentric to and 10 feet Northeasterly of said curved line of 81.05 feet having a radius of 383.06 feet, said extended curved line having a radius of such extension of 372.3 feet to its point of intersection with the Northerly line of said Right of Way of said Chicago and Western Indiana Railroad, the Southerly or Southwesterly boundary line of said triangularly shaped piece being said Northerly line of said Right of Way between said last mentioned point of intersection with said curved line having a radius of 372.3 feet and the intersection of said curved line of 81.05 feet having a radius of 383.06 feet with said Northerly Right of Way line, also.

A strip of land 17 feet wide over a part of the SW. $\frac{1}{4}$ NW. $\frac{1}{4}$ Section 3, Township 37 North, Range 14 East of the Third Principal Meridian, lying $8\frac{1}{4}$ feet on either side of a center line described as follows: Beginning at the point of intersection of a line 220 feet East of and parallel to the East line of South State Street and a line 478 $\frac{1}{4}$ feet South of and parallel to the North line of the SW. $\frac{1}{4}$ NW. $\frac{1}{4}$ of said Section 3 and running thence East along said last mentioned parallel line a distance of 49.44 feet; thence Southeasterly along the arc of a circle having a radius of 289.94 feet convex to the Northeast and tangent to the last described line a distance of 222.64 feet to its point of tangency with a straight line drawn Southeasterly from a point on said line being 478 $\frac{1}{4}$ feet South of and parallel to the North line of said SW. $\frac{1}{4}$ NW. $\frac{1}{4}$ which is 377.57 feet East of said East line of South State Street to a point which is 713.61 feet South of said North line of said SW. $\frac{1}{4}$ and 626.10 feet East of said East line of South State Street; thence Southeasterly along the last described straight line a distance of 223.56 feet to said point which is 713.61 feet South of said North line of said SW. $\frac{1}{4}$ and 626.10 feet East of said East line of South State Street. (Excepting from the foregoing that part thereof covered by an easement described in a deed from M. J. Healy and others, trustees to Arthur Beckwith and wife, dated September 12, 1925, recorded November 30, 1925 as Document No. 9109307, in the Office of Recorder of Deeds, Cook County, Illinois), also.

A strip of land 17 feet in width being $8\frac{1}{4}$ feet on either side of the following described center line: Beginning at a point 380 feet East of the West line of the SW. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of Section 3, Township 37 North, Range 14 East of the Third Principal Meridian, on a line 183.5 feet South of and parallel to the North line of said SW. $\frac{1}{4}$ of NW. $\frac{1}{4}$ and running thence East along said parallel line a distance of 19.70 feet; thence Southeasterly along the arc of a circle having a radius of 287.94 feet convex Northeasterly and tangent to said parallel line a distance of 411.25 feet; thence continuing Southeasterly along a straight line tangent to the last described arc a distance of 99.93 feet; thence Southwardly along the arc of a circle having a radius of 292.04 feet convex Easterly and tangent to the last described straight line a distance of 55.77 feet to a point of tangent on a line 701.5 feet East of and parallel to said West line of SW. $\frac{1}{4}$ of NW. $\frac{1}{4}$ 576.13 feet South of said North line of SW. $\frac{1}{4}$ of NW. $\frac{1}{4}$; thence Southeastwardly along the arc of a circle having a radius of 287.94 feet

18 562 829

convex Southwesterly tangent to the last mentioned parallel line a distance of 99.08 feet; thence continuing Southeastwardly along a straight line tangent to the last described arc, a distance of 71.24 feet; thence continuing Southeastwardly along the arc of a circle having a radius of 287.94 feet convex Southwesterly and tangent to the last described straight line a distance of 89.12 feet; thence continuing Southeastwardly along a straight line tangent to last described arc, a distance of 41.19 feet to its intersection with the center line of an easement created in the Warranty Deed given by Martin J. Healy, Paul J. Henly and William J. White, as Trustees under Trust Agreement constituting the Healy-White Realty Trust dated December 13, 1924, and recorded as Document No. 8706404 in the Office of Recorder of Deeds, Cook County, Illinois, to Arthur Beckwith and wife, dated September 12, 1925, and recorded in the Recorder's Office of Cook County, Illinois, as Document No. 9109807 (Excepting from the above described 17 foot strip that part thereof which lies within the lines of said easement created in the aforesaid Warranty Deed), also:

PARCEL No. 79

Beginning at a point of intersection of the South line of East 90th Place and a line 33 feet East of the North and South center line of the NW. $\frac{1}{4}$ of Section 3, Township 37 North, Range 14 East of the Third Principal Meridian; thence Southeasterly on a curved line convex to the Northeast having a radius of 5,930 feet to a point in the East line of Lot 1 Block 3 in Kelso and Schellenburg's Subdivision of the North $6\frac{1}{2}$ acres of the West $7\frac{1}{2}$ acres of the South 26 acres of the E. $\frac{1}{2}$ NW. $\frac{1}{4}$ of Section 3, Township 37 North, Range 14 East of the Third Principal Meridian, 182.96 feet South of the Northeast corner of said Lot 1 being the Northwest corner of Lot 6 in County Clerk's Division of the E. $\frac{1}{2}$ NW. $\frac{1}{4}$ of said Section 3; thence along the North line of said Lot 3 a distance of 387 feet to a point in the South line of said NW. $\frac{1}{4}$ 579.39 feet West of the North and South center line of said Section 3; thence Southeasterly on a curved line convex to the Northeast having a radius of 5,930 feet to a point in the East line of Lot 24 in Block 58 of S. E. Gross' Fourth Addition to Dauphin Park being a Subdivision of the N. $\frac{1}{2}$ NE. $\frac{1}{4}$ SE. $\frac{1}{4}$ of Section 3, Township 37 North, Range 14 East of the Third Principal Meridian, being the West line of South Park Avenue said point being 278 feet South of the East and West center line of said Section 3; thence South along the West line of South Park Avenue 123.54 feet; thence Northwesterly on a curved line convex to the Northeast having a radius of 5,936.75 feet to a point 83 feet East of the North and South center line of the NW. $\frac{1}{4}$ of said Section 3; thence North 33 feet East of and parallel to the North and South center line of the NW. $\frac{1}{4}$ of said Section 3, a distance of 107.87 feet to the point of beginning, also:

PARCEL No. 80

Being Lots 1 to 8 inclusive and the West 9 feet of Lot 9, Lots 30 to 36 inclusive and the West 9 feet of Lot 29 in Block 50, Lots 1 to 6 inclusive in Block 51, Lots 22 to 32 inclusive and West 9 feet of Lot 33 in Block 52, Lots 4 to 17 inclusive and the West 9 feet of Lot 3 in Block 57, also;

18 562 829

Vacated alleys in said Blocks 50, 51, 52 and 57 and vacated East 92nd Street, vacated South Eberhart Avenue, vacated East 92nd Place and vacated St. Lawrence Avenue lying Southerly and Westerly of the following described line: Beginning at the Northwest corner of said Block 50; thence East to the East line of the West 9 feet of Lot 9 said Block 50; thence South 138.43 feet; thence Southeasterly in a straight line to a point in the North line of Lot 36 in said Block 50 which is a distance of 227.08 feet West of the East line of the West 9 feet of Lot 29 in said Block 50 thence East 227.08 feet to a point on the North line of Lot 29; thence South 125.41 feet along the East line of the West 9 feet of said Lot 29 to the North line of East 92nd Street; thence Southeasterly in a straight line to the Northwest corner of Lot 1 said Block 51; thence East to the Northeast corner of said Block 51; thence South along the East line of Block 51, a distance of 75 feet; thence East to the Northwest corner of Lot 22 said Block 52; thence East to the Northeast corner of said Lot 22; thence South 75 feet to the Southeast corner of Lot 24 said Block 52; thence East to the West line of Lot 27 in said Block 52; thence North 8.61 feet to the Northwest corner of said Lot 27; thence East along the North line of Lots 27 to 33 inclusive to the East line of the West 9 feet of said Lot 33; thence South along the East line of the West 9 feet of said Lot 33 to the North line of East 92nd Place; thence Southeast in a straight line to the Northwest corner of Lot 11 said Block 57; thence East 212.82 feet to the East line of the West 9 feet of Lot 3 said Block 57; thence South along the East line of the West 9 feet of said Lot 3 and extended South 138.35 feet; thence Southeasterly in a straight line to a point in the North line of Lot 14 said Block 57 a distance of 57.98 feet West of the Northeast corner of said Lot 14; thence East to the Northeast corner of said Lot 14; thence Southeasterly on a straight line making an angle of $22^{\circ} 09' 21''$ with the West line of the East 33 feet of the W. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of Section 3, Township 37 North, Range 14 East of the Third Principal Meridian, a distance of 99.65 feet to a point of curve; thence Southerly on a curve convex Easterly having a radius of 10 feet an arc distance of 9.92 feet; thence Southwesterly in a straight line making an angle of $84^{\circ} 40' 29''$ with the West line of the East 33 feet of said W. $\frac{1}{4}$ of said SE. $\frac{1}{4}$ a distance of 57.34 feet to a point and being Northerly and Easterly of the following described line: Beginning at a point in the East line of South Park Avenue 34.32 feet South of the South line of East 91st Place; thence Southeasterly on a curved line convex to the Northeast having a radius of 5,836.76 feet an arc distance of 238.74 feet; thence Southeasterly on a straight line tangent to last described curve to the Westerly line of St. Lawrence Avenue which point is 4.77 feet Southeasterly from the West line of the East 33 feet of the W. $\frac{1}{4}$ SE. $\frac{1}{4}$ Section 3, Township 37 North, Range 14 East of the Third Principal Meridian, as measured along the last described course; all in S. R. Gross' Fourth Addition to Dauphin Park being a Subdivision of the NW. $\frac{1}{4}$ NE. $\frac{1}{4}$ SE. $\frac{1}{4}$ also that part of the NW. $\frac{1}{4}$ SE. $\frac{1}{4}$ lying Northeasterly of the Right of Way line of the C. & W. I. R.R. all in Section 3, Township 37 North, Range 14 East of the Third Principal Meridian, also.

PAGE No. 81.

That part of Lots 1 to 34 inclusive in Block 8 and Lots 4 to 15, inclusive in Block 4 in the Subdivision made by the Calumet and Chicago Canal

18 562 829

and Dock Company known and designated as Burnside; Also vacated East 93rd Street, also vacated Evans Avenue, also vacated alley South of Blocks 3 and 4, also vacated alley Westerly of Lots 4 to 6 inclusive in Block 4, all contained within the following described lines: Beginning at a point in the South line of East 93rd Street 90 feet West of the Southwest line of Lyon Avenue as measured along the South line of East 93rd Street; thence Southeasterly 592.24 feet to a point of curve 50 feet Southwesterly of as measured at a right angle to the Southwesterly line of Lyon Avenue; thence Southeasterly in a curved line convex to the Southwest having a radius of 2,469.37 feet an arc distance of 492.74 feet, more or less, to a point in the East line of Lot 7 in said Block 4, 50 feet Southeasterly from the Northeast corner of said Lot 7 as measured along the East line of said Lot 7; thence South along the East line of said Lot 7 to a point of intersection with the North line of Lot 4 in said Block 4 extended West to the East line of said Lot 7; thence Easterly along the extension of and the North line of said Lot 4 and said North line extended Easterly to a point 40 feet West of the East line of Section 3, Township 37 North, Range 14 East of the Third Principal Meridian; thence South along a line 40 feet West of and parallel to the East line of said Section 3 to a point 539.10 feet North of the South line of said Section 3; thence Northwesterly on a curved line convex Southwesterly having a radius of 2,730 feet an arc distance of 714.70 feet to a point of tangent 159.25 feet South of the Southerly line of Lyon Avenue as measured along a radial line; thence Northwesterly in a straight line 755.79 feet to a point in the East line of St. Lawrence Avenue as now located said point being 25.25 feet East of the North and South center line of the SE. $\frac{1}{4}$ of said Section 3 and 27.97 feet South of the East and West center line of said SE. $\frac{1}{4}$; thence at a right angle to last described course 55.75 feet; thence Southeasterly on a straight line making an angle of $63^{\circ} 33' 45''$ with the extension of last described course as measured to the right a distance of 80.15 feet; thence Southeasterly on a straight line making an angle of $20^{\circ} 10' 31''$ with the extension of last described course as measured to the right a distance of 76.23 feet; thence Southeasterly on a curved line convex to the South tangent to last described course having a radius of 81 feet an arc distance of 40.48 feet more or less to a point in the South line of East 93rd Street said point being 192.66 feet East of the North and South center line of said SE. $\frac{1}{4}$; thence East along the South line of East 93rd Street 28.44 feet to the point of beginning;

(Except that part of Lots 7 to 15, inclusive, in aforesaid Burnside, and the East 21.61 feet of vacated South Evans Avenue, lying Northerly of a curved line convex to the Southwest which is 76.8 feet Southerly of and concentric with the southerly curved line of Lyons Avenue), also:

An undivided one-half interest in that part of Lots 41 to 46 inclusive in Block 54 in S. E. Gross' Third Addition to Dauphin Park being a Sub-division of the S. $\frac{1}{4}$ NE. $\frac{1}{4}$, SE. $\frac{1}{4}$ of Section 3, Township 37 North, Range 14 East of the Third Principal Meridian, lying North and East of the following described line: Beginning at a point in the North line of said Lot 46, 5.23 feet East of the Northwest corner as measured along the North line of said Lot 46; thence Southeasterly on a curved line convex to the Southwest having a radius of 328.7 feet an arc distance of 180.10 feet to a point of tangent; thence Southeast on a straight line tangent to

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last described course 33.92 feet to a point of curve; thence Southeasterly on a curved line convex to the Southwest having a radius of 15 feet an arc distance of 7.49 feet to the Southeast corner of Lot 41 in said Block 54, also:

PARCEL No. 82

Beginning at a point in the Westerly Right of Way line of the Illinois Central Railroad 476.38 feet North of the South line of Section 2, Township 37 North, Range 14 East of the Third Principal Meridian, as measured along said Westerly Right of Way line; thence Northwesterly on a curved line convex to the Southwest having a radius of 2,730 feet to a point 40 feet East of the West line of said Section 2, which curved line intersects the East line of the West 60 feet of said Section 2, 620.18 feet North of the South line of Section 2; thence North 40 feet East of and parallel to the West line of Section 2, a distance of 84.35 feet to a point of curve; thence Northeasterly on a curved line convex to the Southeast having a radius of 397.8 feet to a point which is 113.99 feet radially distant from first described curved line having a radius of 2,730 feet; thence Southeasterly on a curved line convex to the Southwest having a radius of 2,616.01 feet an arc distance of 130.57 feet more or less to a point in the Westerly Right of Way line of the Illinois Central Railroad 690.58 feet North of the South line of said Section 2 as measured along said Westerly Right of Way line; thence Southerly along the Westerly Right of Way line of the Illinois Central Railroad 114.20 feet to the point of beginning, also:

PARCEL No. 83

Beginning at a point in the Easterly Right of Way line of the Illinois Central Railroad 483.28 feet Northerly of the South line of Section 2, Township 37 North, Range 14 East of the Third Principal Meridian, as measured along said Easterly Right of Way line; thence Easterly on a curved line convex to the Southwest having a radius of 2,752 feet an arc distance of 513.4 feet to a point of tangent 376.75 feet North of the South line of said Section 2; thence Easterly 376.75 feet North of and parallel to the South line of said Section 2, a distance of 2,356.5 feet to a point 1,220.76 feet East of the North and South center line of said Section 2; thence Southeasterly in a straight line 46.35 feet to a point 370 feet North of the South line of said Section 2 and 1,266.62 feet East of the North and South center line of said Section 2; thence East along a line 370 feet North of and parallel to the South line of said Section 2 to a point 998.70 feet West of the East line of said Section 2; thence Northwesterly 244 feet to a point on a line running North 22 degrees 49 minutes West from a point 1,218.70 feet West of the East line of said Section 2 and 370 feet North of the South line of said Section 2; thence North 22 degrees 49 minutes West 244.1 feet to a point 695 feet North of the South line of said Section 2; thence West 695 feet North of and parallel to the South line of said Section 2; a distance of 2,486.21 feet; then South at right angles to last described course 43.46 feet; thence Southwesterly on a straight line 243 feet to a point 610 feet North of the South line of said Section 2; thence westerly 610 feet North of and parallel to the South line of said Section 2, a distance of 423.1 feet to a point of curve; thence Northwesterly on a curved line

18 562 829

convex to the Southwest having a radius of 206 feet an arc distance of 63.49 feet to a point of compound curve; thence Northwesterly on curved line convex to the Southwest having a radius of 353.065 feet an arc distance of 449.02 feet to a point of tangent; thence on a straight line tangent to last described course 126.36 feet to a point in the Easterly Right of Way line of the Illinois Central Railroad 1,001.23 feet Northerly of the South line of said Section 2 as measured along said Easterly Right of Way line; thence Southerly along the Easterly Right of Way line of the Illinois Central Railroad 403.68 feet to a point 597.55 feet North of the South line of said Section 2 as measured along said Easterly Right of Way line; thence Southeasterly on a curved line convex to the Southwest having a radius of 422.5 feet an arc distance of 202.50 feet more or less to a point of intersection with a curved line having a radius of 2,715 feet a tangent to which through this point makes an angle in the Northeast of 89 degrees 49 minutes 25 seconds with said Easterly Right of Way line of the Illinois Central Railroad; thence Northwesterly on a curved line convex to the Southwest having a radius of 2,715 feet an arc distance of 162.35 feet to the Easterly Right of Way of the Illinois Central Railroad; thence Southerly along the Easterly Right of Way line of the Illinois Central Railroad 41.5 feet to the point of beginning;

(Except the 66 foot wide South Woodlawn Avenue), also:

PARCEL No. 84

Beginning at a point in the West line of Stony Island Avenue 40 feet West of the East line of Section 2, Township 37 North, Range 14 East of the Third Principal Meridian and 320 feet North of the South line of said Section 2; thence West 320 feet North of and parallel to the South line of said Section 2, 996.50 feet; thence Northwesterly in a straight line making an angle of 8 degrees 21 minutes 43 seconds as measured from West to North to a point 370 feet North of the South line of said Section 2 and 1,268.62 feet East of the North and South center line of said Section 2; thence East 370 feet North of and parallel to the South line of said Section 2 to the West line of Stony Island Avenue 40 feet West of the East line of said Section 2; thence South 40 feet West of and parallel to the East line of said Section 2, 60 feet to the point of beginning;

Also the South 25 feet of Out Lot D in Calumet and Chicago Canal and Dock Company's Subdivision of part of the SE $\frac{1}{4}$ of Section 2, Township 37 North, Range 14 East of the Third Principal Meridian, Cook County, Illinois, also:

PARCEL No. 85

Beginning at a point 40 feet East of the West line of Section 1; Township 37 North, Range 14 East of the Third Principal Meridian, and 320 feet North of the South line of said Section 1; thence East 320 feet North of and parallel to the South line of said Section 1 to a point 30 feet West of the North and South center line of said Section 1; thence North 30 feet West of and parallel to the North and South center line of said Section 1, a distance of 345 feet; thence West 665 feet North of and parallel to the South line of said Section 1 to a point 1,963.8 feet West of the

13 562 829

North and South center line of said Section 1; thence North at a right angle to last described course 100 feet; thence West 765 feet North of and parallel to the South line of said Section 1, a distance of 164.70 feet; thence South at a right angle 345 feet to a point 420 feet North of the South line of said Section 1; thence West 420 feet North of and parallel to the South line of said Section 1, a distance of 495.23 feet, more or less, to a point 40 feet East of the West line of said Section 1; thence South 40 feet East of and parallel to the West line of said Section 1, a distance of 100 feet to the point of beginning; also:

PARCEL No. 86

That part of the SE $\frac{1}{4}$ of Section 1, Township 37 North, Range 14 East of the Third Principal Meridian lying South of the South line of East 94th Street and lying North of the following described line: Beginning at a point in the West line of said SE $\frac{1}{4}$ of Section 1, a distance of 320.05 feet North of the South line of said Section 1; thence East in a straight line to a point in the East line of said Section 1, a distance of 320.17 feet North of the South line of said Section 1; (Except the West 30 feet of said SE $\frac{1}{4}$, the East 30 feet of said SE $\frac{1}{4}$ and a strip 60 feet in width being 30 feet on either side of the center line of South Paxton Avenue,) also:

PARCEL No. 87

The North 336 feet of the South 666 feet (Except the West 30 feet and the East 30 feet) which parcel includes the South 30 feet of East 94th Street (vacated), of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 6, Township 37 North, Range 15 East of the Third Principal Meridian, also:

PARCEL No. 88

Lots 1 to 11, both inclusive, and Lots 23 to 34, both inclusive, in Block 100; Lots 1 to 13 and 24 to 34, both inclusive, in Block 101; Lots 1 to 12 and 24 to 34, both inclusive, in Block 102; together with all vacated alleys in and Streets between said Blocks. Also the vacated East 3 feet of South Colfax Avenue abutting Block 100 on the West and the vacated West 10 feet of South Manistee Avenue abutting Block 103 on the East and the vacated South 30 feet of East 94th Street lying North of said Blocks vacated alleys, Streets and parts of Streets, also;

Lots 1 to 12, both inclusive and Lots 24 to 34, both inclusive, in Block 103; Lots 1 to 12, both inclusive and 24 to 34, both inclusive, in Block 104 together with vacated alleys in and Street between said Blocks. Also the vacated West 10 feet of South Escanaba Avenue abutting Block 104 on the East, the vacated East 10 feet of South Manistee Avenue abutting Block 103 on the West and the vacated South 30 feet of East 94th Street North of said Blocks vacated alleys, Streets and parts of Streets. All in South Chicago being a subdivision by the Calumet and Chicago Canal and Dock Company of the E $\frac{1}{4}$ of the W $\frac{1}{4}$ and parts of the East fractional $\frac{1}{4}$ of Fractional Section 6, North of the Indian Boundary Line lying North of the Michigan Southern Railroad and Fractional Section 6 North of the Indian Boundary Line all in Township 37 North, Range 15 East of the

18 562 829

Third Principal Meridian recorded January 17, 1874 as Document No. 145821 in the Office of Recorder of Deeds, Cook County, Illinois, also:

PARCEL No. 89

Lots 1 to 12, both inclusive and Lots 24 to 34, both inclusive in Block 105, Lots 16 to 26, both inclusive and Lots 2 and 3 and Lot 6 in Block 106 in South Chicago, being a Subdivision by the Calumet and Chicago Canal and Dock Company of the E. $\frac{1}{4}$ of the W. $\frac{1}{4}$ and parts of the East fractional $\frac{1}{4}$ of Fractional Section 6 North of the Indian Boundary Line and that part of Fractional Section 6 South of the Indian Boundary Line lying North of the Michigan Southern Railroad and Fractional Section 5 North of the Indian Boundary Line, all in Township 37 North, Range 15 East of the Third Principal Meridian, recorded January 17, 1874, as Document No. 145821 in the Office of Recorder of Deeds, Cook County, Illinois, also:

Vacated alley South of and adjacent to Lot 24 in Block 105. Also vacated alley West of and adjacent to Lots 1 to 14, both inclusive in said Block 105; Also vacated South Exchange Avenue lying between Blocks 105 and 106 lying East of and adjacent to Lots 1 to 12, both inclusive in said Block 105; Also vacated alley South of and adjacent to Lot 16 in said Block 106; Also vacated alley West of and adjacent to Lot 6 in said Block 106; Also West 10 feet of vacated South Commercial Avenue extending 80.07 feet South from the North line of Lot 6 Block 106 extended East, also:

East 10 feet of vacated South Escanaba Avenue West of and adjacent to Lots 24 to 34, both inclusive, and vacated alley lying South of Lot 24 in said Block 106, all in said Calumet and Chicago Canal and Dock Company Subdivision, also:

PARCEL No. 90

Being a strip of land 30 feet wide whose South line is 290 feet North of and parallel to the South line of Section 6, Township 37 North, Range 15 East of the Third Principal Meridian, the West line of which is 47.66 feet East of and parallel to the center line of South Escanaba Avenue and whose Easterly line of the Southwesterly Right of Way line of the Pittsburgh, Fort Wayne and Chicago Railway. (Excepting 60 foot wide South Commercial Avenue), also, (Except that part of Leasehold interest released by the Chicago and Western Indiana Railroad August 15, 1957, to the City of Chicago as parcel 27-19-B for the Calumet Skyway), also:

PARCEL No. 91

Being Lot 29 in Block 1 in Subdivision of Block 1 (except the North 70.3 feet thereof) of Doyle's Addition to South Chicago being a Subdivision of the Southern fractional $\frac{1}{4}$ Southeast fractional $\frac{1}{4}$ South of the Pittsburgh, Fort Wayne and Chicago Railway with the exception of the Southeast corner thereof of Fractional Section 6, Township 37 North, Range 15 East of the Third Principal Meridian, recorded September 28, 1883, as Document No. 1010038 in the Office of Recorder of Deeds, Cook County, Illinois; also, the East 10 feet of Commercial Avenue extending from the North line of said Lot 29 and extending South therefrom 50 feet, also:

16 562 829

PARCEL No. 92

Beginning at a point in Lot 3 of Doyle's Addition to South Chicago being a Subdivision of the Southeast fractional $\frac{1}{4}$ of the Southeast fractional $\frac{1}{4}$ South of the Pittsburgh, Fort Wayne and Chicago Railway except the Southeast corner thereof, in Fractional Section 6, Township 37 North, Range 15 East of the Third Principal Meridian, 123.11 feet North of the North line of East 95th Street as measured at a right angle and 58.23 feet East of the West line of Lot 5 in said Doyle's Addition; thence Northwest in a straight line 13.10 feet to a point which is 194.91 feet North of the North line of East 95th Street, measured at right angles thereto; and 52.44 feet East of the West line of Lot 5 in said Addition; thence Northwest on a curved line convex to the Northeast having a radius of 284.37 feet a distance of 61 feet by chord to a point in the West line of Lot 5 extended North; thence North along the West line of Lot 5 extended North to a point 16 feet North of the Northwest corner of said Lot 5 which point is also 220.39 feet North of the South line of said Fractional Section 6; thence East along a line 220.39 feet North of and parallel to the South line of said Fractional Section 6 to the Westerly Right of Way line of the Pittsburgh, Fort Wayne and Chicago Railway; thence Southeast along the Westerly Right of Way line of the Pittsburgh, Fort Wayne and Chicago Railway 61.09 feet to a point of curve; thence Southeast on a curved line convex to the Northeast having a radius of 331.82 feet an arc distance of 41.57 feet; thence Southeast on a straight line tangent to last described course along the Westerly Right of Way line of the Pittsburgh, Fort Wayne and Chicago Railway to a point 11.16 feet North of the South line of Fractional Section 6 measured at right angles thereto; thence West along a line 11.16 feet North of and parallel to the South line of Fractional Section 6, 39.04 feet; thence Northwest on a line 27.50 feet Southwesterly from and parallel to the Westerly Right of Way line of said Pittsburgh, Fort Wayne and Chicago Railway 163.43 feet to a point of curve; thence Northwest on a curved line convex to the Northeast having a radius of 304.33 feet an arc distance of 82.03 feet to a point which is 114.19 feet perpendicularly distant from the North line of East 95th Street; thence Southwesterly 8.96 feet to a point which is 109.19 feet perpendicularly distant from the North line of East 95th Street; thence Northwest 22.82 feet to a point 137.75 feet North of the North line of East 95th Street as measured at a right angle thereto; thence Northwest 8.05 feet to a point which is 132.56 feet North of said North line of East 95th Street as measured at a right angle thereto; thence Southwesterly 17 feet to a point which is 123.11 feet North of said North line of East 95th Street measured at right angles thereto being the point of beginning, also.

PARCEL No. 93

Beginning at a point on the South line of East 95th Street 106.47 feet East of the East line of South Baltimore Avenue; thence Southeast on a straight line 91.47 feet to a point 170.73 feet East of the East line of South Baltimore Avenue; thence Southeast on a curved line convex to the Northeast having a radius of 493.8 feet to a point 278.51 feet East of the East line of South Baltimore Avenue and 265.55 feet South of the center

18 562 829

line of East 95th Street; thence Southeasterly on a curved line convex to the East having a radius of 780 feet to a point 306.89 feet East of the East line of South Baltimore Avenue and 155.80 feet South of the center line of East 96th Street; thence Southwesterly on a straight line to a point of intersection with the South line of Fractional Section 6, Township 37 North, Range 15 East of the Third Principal Meridian, South of the Indian Boundary Line 12 feet East of the West line of South Baltimore Avenue extended South; thence East along the South line of said Section 6, a distance of 32.41 feet; thence Northeasterly on a line making an angle to last described course of $72^{\circ} 34' 57''$ as measured from East to Northeast a distance of 224.8 feet more or less to a point in the Easterly line of Block 138 in South Chicago, Calumet and Chicago Canal and Dock Company Subdivision of Fractional Section 6, Township 37 North, Range 15 East of the Third Principal Meridian, South of the Indian Boundary Line; thence Northwesterly along the Easterly line of said Block 138, a distance of 67.73 feet; thence Northeasterly a distance of 140.98 feet to a point 44.17 feet Easterly at right angles to last described Southwesterly course; thence Northeasterly in a straight line 309.09 feet to a point 168.49 feet Southerly of the center line of East 96th Street and 363.63 Easterly of the East line of South Baltimore Avenue; thence Northerly on a curved line convex to the East having a radius of 770 feet to a point 314.13 feet East of the East line of South Baltimore Avenue as measured at a right angle and 171.05 feet South of the South line of East 95th Street; thence Westerly on the radius line of the last described curve 12.44 feet; thence Northwesterly 79.41 feet to a point 258.14 feet East of the East line of South Baltimore Avenue; thence continuing Northwesterly 45.96 feet to a point 84.07 feet South of the South line of East 95th Street and 223.41 feet East of the East line of South Baltimore Avenue; thence Northerly on a curved line convex to the Northeast having a radius of 521.3 feet an arc distance of 52.01 feet; thence continuing Northwesterly on a straight line tangent to last described curve a distance of 63.75 feet to a point in the South line of East 95th Street 144.51 feet East of the East line of South Baltimore Avenue; thence West along the South line of East 95th Street 30.04 feet to the point of beginning.

Also the South 1.16 feet of East 95th Street as measured perpendicular to the South line of East 95th Street as dedicated lying between first and last courses above described extended Northwesterly.

(Except 25 feet wide East 96th Street as opened). Also, subject to grant of easement dated July 30, 1957 to the City of Chicago and recorded as Document No. 16976813 in the Office of Recorder of Deeds, Cook County, Illinois, also:

PARCEL NO. 94

Beginning at a point in the North line of Fractional Section 7, Township 37 North, Range 15 East of the Third Principal Meridian, South of the Indian Boundary Line, being the center line of East 98th Street, 25 feet East of, as measured at a right angle to, the Easterly line of Block 3 of James H. Bowen's Addition to South Chicago being a Subdivision of the N. $\frac{1}{4}$ of Fractional Section 7 Township 37 North, Range 15 East of the

18 562 829

Third Principal Meridian, South of the Indian Boundary Line, recorded March 11, 1878, in the Office of Recorder of Deeds, Cook County, Illinois, extended Northeastery; thence Southwesterly 25 feet Easterly of and parallel to the Easterly line of Block 8 and Block 17 in said James H. Bowen's Subdivision to a point in the North line of East 100th Street, said point being 14.7 feet North of the East and West center line of said NW $\frac{1}{4}$; thence East along the North line of East 100th Street to a point 52.28 feet East of the Southeast corner of said Block 17 as measured along the South line of said Block 17 extending East; thence Northeastery along a line 50 feet Easterly of and parallel to the Southeastery line of said Block 17 to a point 120 feet Northeastery of, as measured along said parallel line, the centerline of East 100th Street, thence Northeastery to a point 31.31 feet Easterly of the Easterly line of said Block 17, as measured at right angles, and 292.86 feet Northeastery of the center line of East 100th Street, as measured along said parallel 50 foot line; thence Northeastery to a point which is 62 feet, as measured at a right angle, Easterly of the Easterly line of said Block 8, and 915.96 feet Northerly of the center line of East 100th Street, as measured along aforesaid 50 foot line; thence Easterly at a right angle 0.3 feet; thence Northeastery 82.9 feet Easterly of and parallel to the Easterly line of said Block 8, a distance of 681.87 feet, more or less, to a point in the North line of said Section 7 South of the Indian Boundary Line; thence West along the North line of said Section 7 to the point of beginning, also:

PARCEL No. 35

Beginning at a point in the South line of East 100th Street 25 feet Easterly of as measured at a right angle to the Easterly line of Block 8 in Notre Dame Addition to South Chicago being a Subdivision of the S. $\frac{1}{4}$ of Fractional Section 7, Township 37 North, Range 15 East of the Third Principal Meridian, South of the Indian Boundary Line recorded December 29, 1878, as Document No. 116049 in the Office of Recorder of Deeds, Cook County, Illinois, which Easterly line of said Block 8 is the East line of a 20 foot alley East of and adjacent to Blocks 8, 17, 25 and 37 in said Addition and which is also the Westerly Right of Way line of the Pittsburgh, Fort Wayne and Chicago Railway Company; thence Southwesterly 25 feet Easterly from and parallel to the said Easterly line of Blocks 8, 17, 25 and 37 and the Easterly line of Block 47 in said Addition to the East line of Muskegon Avenue 287.63 feet South of the Northwest corner of said Block 47; thence South along the East line of Muskegon Avenue 239.66 feet, more or less, to the North line of Lot 9 in Block 3 in General Mills, Inc. Owners Third Division, consisting of General Mills, Inc. Owners Division, General Mills, Inc. Second Owners Division and sundry tracts of land all in South Chicago Dock Company's Addition to South Chicago in Section 7, Township 37 North, Range 15 East of the Third Principal Meridian, recorded September 3, 1941 as Document No. 12752776 in the Office of Recorder of Deeds, Cook County, Illinois; thence East along the North line of said Lot 9 a distance of 322.35 feet, more or less, to the West line of Lot 8 in said Division; thence North along the West line of said Lot 8 and the West line of Lot 5 in said Division to a point on the Northwesterly line of said Lot 5 in said Division; thence Northeastery 9.31 feet, more or less, to a point in the North line of said Lot 5 in said Division;

18 562 829

thence East along the North line of said Lot 5, a distance of 32.38 feet, more or less, to the Southwest corner of Lot 2 in said Division; thence North along the West line of said Lot 2, a distance of 38.97 feet, more or less, to a point in the Northwestern line of said Lot 2; thence Northeasterly following the Northwestern line of said Lot 2 to the Northwest corner of said Lot 2; thence continuing on the curved Northwestern line of said Lot 2 extended Northeasterly which curved line is convex Southeasterly and has a radius of 3,074.98 feet and is the center line of private Railroad Street West of and adjoining Blocks 6 and 7 in South Chicago Dock Company's Addition to South Chicago recorded March 19, 1888, as Document No. 454853 in the Office of Recorder of Deeds, Cook County, Illinois, to the point of intersection with the East and West center line of slip No. 3 in said Addition extended West; thence East along said extension and the center line of said slip No. 3 to a point 1,785.5 feet West of the East line of said Section 7; thence Northeasterly 155.73 feet to a point 1,653.80 feet West of the East line of said Section 7; thence Northeasterly in a straight line to the intersection with the center line of the private Railroad Street lying between Block 4 and Block 6 in said Addition said point of intersection being 1,516.48 feet West of the East line of said Section 7; thence West along the center line of said private Railroad Street to a point 235 feet perpendicularly distant from the Easterly line of Block 26 in said Notre Dame Subdivision which point is also the center line of private 50 foot Railroad Street lying East of and adjoining Blocks 1, 2, 8 and 4 in said Subdivision; thence Northeasterly along a line 235 feet Easterly of and parallel to the Easterly line of Blocks 25 and 17 in said Notre Dame Subdivision to a point in the East and West center line of Block 3 in said South Chicago Dock Company's Subdivision extended West; thence East along the East and West center line of said Block 3, a distance of 860 feet to a point, said point being also the center line of a 20 foot private alley in said Block 3; thence South at a right angle to last described course 10 feet to the South line of said private alley; thence East along the South line of said private alley 50 feet; thence South at a right angle to last described course 245 feet to the center line of slip No. 2 in said South Chicago Dock Company's Addition; thence East along the center line of said slip No. 2, a distance of 409.02 feet; thence North 1,469 feet, more or less, to a point 98 feet North of the North line of Block 1 in said South Chicago Dock Company's Addition said point being in the South line of East 100th Street as established in case No. 44709 condemnation suit judgement entered in Cook County March 9, 1923; thence West along the South line of East 100th Street 1,049.32 feet to an angle in said South line of East 100th Street; thence Southwesterly along said South line of East 100th Street 197.27 feet to an angle in said South line; thence Westerly along said South line of East 100th Street 60.43 feet to the point of beginning, also:

PARCEL NO. 96

Being a parcel of land in Block 43 in Notre Dame Addition to South Chicago being a Subdivision of the S. $\frac{1}{4}$ of Fractional Section 7, Township 37 North, Range 16 East of the Third Principal Meridian; Beginning at a point in the Southeast corner of said Block 43; thence West along the South line of said Block 43, 118.90 feet; thence Northeasterly on a straight line making an angle of 56 degrees 24 minutes 40 seconds with last described

18 562 829

course a distance of 54.56 feet to a point of curve; thence Northeasterly on a curved line convex to the Southeast having a radius of 2,914.9 feet an arc distance of 93.07 feet, more or less, to a point in the West line of said Block 48, 88.75 feet North of the Southeast corner of said Block 48; thence South along the West line of said Block 48, 83.73 feet to the point of beginning, also:

A strip of land 25 feet in width located in Block 48 in said Notre Dame Addition lying Northwestwardly of and adjacent to the Northwestwardly Right of Way line of the Chicago, Rock Island and Pacific Railroad described as follows: Beginning at a point in the East line of said Block 48, 152.37 feet North of the Southeast corner of said Block 48; thence Southwesterly on a curved line convex Southeasterly having a radius of 2,864.9 feet an arc distance of 129.92 feet to a point of tangent; thence Southwesterly in a straight line tangent to last described course 123.40 feet, more or less, to a point in the South line of said Block 48; thence East along the South line of said Block 48, 42.14 feet to the Northwestwardly Right of Way line of the Chicago, Rock Island and Pacific Railroad; thence Northeasterly in a straight line along said Northwestwardly Right of Way line 88.48 feet to a point of curve; thence Northeasterly in a curved line along said Northwestwardly Right of Way line convex Southeasterly having a radius of 2,889.9 feet an arc distance of 111.3 feet, more or less, to the East line of said Block 48; thence North along the East line of said Block 48, a distance of 81.81 feet to the point of beginning, also:

PARCEL No. 97.

Being various parcels of land in Subdivision of Lots 2, 3 and 4 Block 58 of Notre Dame Addition to South Chicago being a Subdivision of the S. ¼ Fractional Section 7 Township 37 North, Range 16 East of the Third Principal Meridian, South of the Indian Boundary Line recorded March 19, 1892 as Document No. 1630224 in the Office of Recorder of Deeds, Cook County, Illinois.

Parcel 97A: Beginning at the point of intersection of the Northeasterly Right of Way line of the Chicago Rock Island and Pacific Railroad with the South line of said Block 58, 121.80 feet West of the East line of said Block; thence Northwestwardly along said Right of Way line 810.6 feet more or less to the Southeastwardly Right of Way line of the Belt Railway which is also an extension of the Northwestwardly Right of Way line of the Calumet and Western Railway Company across said Block 58; thence Northeasterly along said Southeastwardly Right of Way line 27 feet; thence Southeastwardly 25 feet Northeasterly of and parallel to said Northeasterly Right of Way line of Chicago, Rock Island and Pacific Railroad 882.82 feet more or less to the South line of said Block 58, 90.05 feet West of the East line of said Block 58; thence West along the South line of said Block 58, 27.2 feet more or less to the point of beginning, also:

Parcel 97B: Beginning at a point in the Northeasterly Right of Way line of the Belt Railway as hereinabove described in Parcel 97A, 116.46 feet as measured at a right angle West of the East line of said Block 58 and 56.48 feet North of the South line of said Block; thence Northeasterly on a curved line convex to the West having a radius of 587.5 feet to a point

18 562 829

in the East line of said Block 53, 110.24 feet South of the North line of said Block 53; thence North along the East line of said Block 53, 51.47 feet to an intersection with the Southeasterly Right of Way of the Belt Railway as hereinafter described in Parcel 97C; thence Southwesterly along said Southeasterly Right of Way line being a curved line convex to the Northwest having a radius of 637.5 feet an arc distance of 19.63 feet to a point; thence Southerly on a curved line convex to the Westery having a radius of 612.5 feet to a point in said Northeasterly Right of Way line of the Belt Railway as hereinabove described in Parcel 97A; thence Southeasterly along said Northeasterly Right of Way line to the point of beginning, also:

Parcel 97C: Beginning at a point in the East line of said Block 53, 47.95 feet South of the North line of said Block 53; thence Southwesterly on a straight line making an angle with said East line of said Block 53, of 54 degrees 11 minutes 50 seconds as measured from South to Southwest a distance of 76.7 feet to a point of curve; thence Southwesterly on a curved line convex to the Northwest having a radius of 1,286.10 feet an arc distance of 272.56 feet to the Easterly Right of Way line of the Chicago, Rock Island and Pacific Railroad; continuing on said curved line an arc distance of 27.14 feet to the Westery Right of Way line of the Chicago, Rock Island and Pacific Railroad; continuing on said curved line an arc distance of 337.47 feet to a point in the South line of said Block 53, 467.38 feet West of the Southeast corner of said Block 53; thence East along the South line of said Block 53, 27.66 feet; thence Northeasterly on a curved line convex to the Northwest 25 feet Southerly of and concentric with the aforesaid curved line an arc distance of 808.21 feet to a point on the Westery Right of Way line of the Chicago, Rock Island and Pacific Railroad; continuing on said curved line 27.24 feet to the Easterly Right of Way of said Chicago, Rock Island and Pacific Railroad; continuing on said curved line an arc distance of 240.54 feet to a point of compound curve; thence Northeasterly on a curved line convex to the Northwest having a radius of 637.5 feet an arc distance of 95.68 feet to a point on the East line of said Block 53, 78.77 feet South of the Northeast corner of said Block 53; thence North along the East line of said Block 53, 30.82 feet to the point of beginning,

(Except the right of way of the Chicago, Rock Island and Pacific Railroad), also;

PARCEL No. 98

Beginning at a point in the South line of East 105th Street 25 feet East of the West line of Lot 5 in Block 53 in Notre Dame Addition to South Chicago a Subdivision of the S. $\frac{3}{4}$ of Fractional Section 7, Township 87 North, Range 15 East of the Third Principal Meridian, South of the Indian Boundary Line; thence South on a line 25 feet East of and parallel to said West line of Lot 5, 420.4 feet, more or less, to a point 160 feet North of the South line of said Block 53; thence East on a line 160 feet North of and parallel to the South line of said Block 53, 129.4 feet; thence Northwesterly on a curved line convex Easterly having a radius of 900 feet to a point in the North line of said Block 53 which is the South line of East 105th Street 117.72 feet East of the Northwest corner of said Lot 5; thence West to the point of beginning.

18 562 829

Also a 25 foot strip of land in Block 50 Notre Dame Addition to South Chicago in the S. $\frac{3}{4}$ of Fractional Section 7, Township 37 North, Range 15 East of the Third Principal Meridian, South of the Indian Boundary Line described as follows: Beginning at a point in the South line of Block 50, 28 feet more or less West of the East line of said Block 50; thence Westerly along the South line of said Block 50, 28 feet, more or less; thence Northwesterly 251 feet on a straight line to a point 25 feet East of the West line of said Block 50; thence Northerly on a straight line 25 feet Easterly of and parallel to the West line of said Block 50, 58 feet more or less; thence Southeasterly 810 feet on a straight line 25 feet Northeasterly of and parallel to Second described course to the point of beginning, also:

PARCEL No. 99

That part of Lot 44 in Block 54 in Notre Dame Addition to South Chicago a Subdivision of S. $\frac{3}{4}$ of Fractional Section 7, Township 37 North, Range 15 East of the Third Principal Meridian, lying North and West of the following described line: Beginning at a point in the West line of said Lot 44, 23.36 feet South of the Northwest corner of said Lot and running thence Northeasterly in a curved line convex Northwesterly having a radius of 587.5 feet to a point in the North line of said Lot 44, 27.89 feet East of the said Northwest corner, also:

PARCEL No. 100

Beginning at a point in the South line of East 106th Street 40 feet South of the North line of Section 18, Township 37 North, Range 15 East of the Third Principal Meridian; and 243.19 feet East of the East line of Torrence Avenue, said East line being 40 feet East of the West line of said Section 18; thence South 243.19 feet East of and parallel with the East line of Torrence Avenue 129.23 feet; thence Southwesterly on a straight line 941.37 feet to a point in the East line of Torrence Avenue 1,040 feet South of the South line of East 106th Street; thence South along the East line of Torrence Avenue 2,084.89 feet; thence Southeasterly on a straight line making an angle with East line of Torrence Avenue 12 degrees 23 minutes 20 seconds a distance of 518.63 feet to a point of curve; thence Southeasterly on a curved line convex to the Northeast having a radius of 1,868.2 feet an arc distance of 235.84 feet to the East and West center line of the SW $\frac{1}{4}$ of said Section 18, 1,182.5 feet East of the West line of said Section 18; thence East along said East and West center line 64.64 feet; thence Northwesterly on a curved line convex to the Northeast having a radius of 1,452.70 feet an arc distance of 310.59 feet; thence Northwesterly on a straight line tangent to last described curve 430.03 feet to a point of curve; thence Northwesterly on a curved line convex to the Northwest having a radius of 1,432.70 feet an arc distance of 309.79 feet to a point 43 feet East of the East line of Torrence Avenue; thence North on a line 48 feet East of and parallel to the East line of Torrence Avenue 1,662.73 feet to a point of curve; thence Northeasterly on a curved line convex to the Northwest having a radius of 1,432.7 feet an arc distance of 374.88 feet to a point of tangent; thence Northeasterly in a straight line 48 feet Southeasterly of and parallel to the Southwesterly straight line which course above described intersects the East line of Torrence

18-562 829

Avenue 1,040 feet South of the South line of East 106th Street a distance of 732.20 feet to a point of curve; thence Northeasterly on a curved line tangent to last described course and convex to the Northwest having a radius of 1,261.10 feet an arc distance of 162.31 feet more or less to a point in the South line of East 106th Street 337.71 feet East of the East line of Torrence Avenue; thence West along the South line of East 106th Street 94.52 feet to the point of beginning, also:

PARCEL No. 101

Lot 13, in Block 7 in Charles H. Nix's Addition to South Chicago being a Subdivision of the Southeast Fractional SE. $\frac{1}{4}$ of Fractional Section 12 South of the Indian Boundary Line in Township 37 North, Range 14 East of the Third Principal Meridian, also:

PARCEL No. 102

A strip of land 18 feet wide over and across Lots 18 to 22 inclusive in Block 100 in South Chicago, a Subdivision by the Calumet and Chicago Canal and Dock Company of the E. $\frac{1}{2}$ of the W. $\frac{1}{2}$ and parts of the E. fractional $\frac{1}{2}$ of Section Fractional 6 North of the Indian Boundary Line Township 37 North, Range 15 East of the Third Principal Meridian vacated July 16, 1910 South of the original Southerly Right of Way line of the Chicago, Rock Island and Pacific Railroad and East of Colfax Avenue North of East 95th Street. The Southwesterly line of said strip is as follows: Beginning at a point on the North line of East 95th Street 220 feet more or less East of the East line of Colfax Avenue; thence Northwesterly on a curved line convex to the Northeast having a radius of 812.5 feet an arc distance of 274 feet to a point in the East line of Colfax Avenue 155.45 feet North of the North line of East 95th Street, also:

A strip of land 25 feet wide over and across Lots 13 to 23 inclusive in Block 102 of said South Chicago Subdivision South of the original Southerly Right of Way line of the Chicago, Rock Island and Pacific Railroad West of Manistee Avenue and North of East 95th Street. The location of the Southeasterly line of said strip is as follows: Beginning at a point on the North line of East 95th Street 281.96 feet more or less West of the West line of Manistee Avenue; thence Northeasterly on a curved line convex to the Northwest having a radius of 762.5 feet an arc distance of 832.0 feet to a point in the West line of Manistee Avenue 154.68 feet North of the North line of East 95th Street, also:

PARCEL No. 103

The Westerly 15 feet of Block 123 in Calumet and Chicago Canal and Dock Company's Subdivision bounded on the North by the South line of East 95th Street and on the South and West by the Right of Way of the Chicago, Rock Island and Pacific Railroad, also:

A strip of land 25 feet wide extending Southwesterly and Southerly from the South line of East 95th Street, being the Westerly 25 feet of Block 123 of said Calumet and Chicago Canal and Dock Company's Subdivision said 25 foot strip lying Easterly of and adjoining the Easterly Right of Way line of the Chicago, Rock Island and Pacific Railroad, also:

18 562 829

A strip of land 25 feet wide extending Southerly from the North line of vacated East 96th Street to the North line of East 99th Street the Easterly line of said strip being 168 feet West of and parallel to the West line of South Marquette Avenue, also:

The strip of land 25 feet in width lying South of the South line of East 99th Street and North of the Indian Boundary Line the Easterly line of which is 288 feet East of and parallel to the East line of Torrence Avenue, (All in Section 7, Township 37 North, Range 15 East of the Third Principal Meridian, North of the Indian Boundary Line), also:

The strip of land 25 feet in width lying South of the Indian Boundary Line in Section 7, Township 37 North, Range 15 East of the Third Principal Meridian, the Easterly line of which is 268 feet East of and parallel to the East line of Torrence Avenue and extending Southerly from the Indian Boundary Line to the North line of East 108th Street.

(Except that part lying in East 100th Street, that part lying in East 104th Street and that part lying in East 106th Street), also:

PARCEL No. 104

Beginning at a point in the Southwesterly line of Block 107 of the Calumet and Chicago Canal and Dock Company's Subdivision of Section 6, Township 37 North, Range 15 East of the Third Principal Meridian, North of the Indian Boundary Line 377.85 feet Northwesterly from the Southwest corner of said Block; thence Southeasterly along the Southwesterly line of said Block, 40.25 feet; thence Easterly on a curved line convex to the Southeast having a radius of 395.28 feet, being 15 feet North-erly of and parallel to the center line of the Chicago, Rock Island and Pacific Railroad Company track across said Block, an arc distance of 143 feet to the West line of the strip of land in said Block 107 conveyed to the B. P. and C. Ry. Co. by Calumet and Chicago Canal and Dock Company by deed dated September, 2, 1874; thence Northerly along the West line of said last mentioned strip, 27.4 feet; thence Westerly on a curved line convex to the Southeast having a radius of 357.28 feet, being 10 feet Northwest-erly from and parallel to the center line of track of the Chicago and West-ern Indiana Railroad Company across said Block, an arc distance of 158 feet to the point of beginning, also:

PARCEL No. 105

Being a strip of land 30 feet wide in Lot 1 Block 107 of the Calumet and Chicago Canal and Dock Company's Subdivision in Section 6, Town-ship 37 North, Range 15 East of the Third Principal Meridian, North of the Indian Boundary Line bounded on the East by the Westerly Right of Way line of the Baltimore and Ohio Railroad, on the North by the South-erly Right of Way line of the Chicago, Rock Island and Pacific Railroad. The Southwesterly line of said 30 foot strip being described as follows: Beginning at a point on the said Westerly Right of Way line of the Balti-more and Ohio Railroad 295 feet more or less North of the center line of East 96th Street thence Westerly on a curved line convex of the North- east having a radius of 304.62 feet an arc distance of 130 feet to a point

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on the Southeasterly Right of Way line of the Chicago, Rock Island and Pacific Railroad, also:

PARCEL No. 106

A 16 foot wide strip of land being the Northwestern 16 feet of Lot 1 in Block 68 lying Westerly of the East line of the Strand projected South-erly and the Northwestern 16 feet of Lots 2, 3, 4, 5, 6 and 7 all in Block 63 of the Calumet and Chicago Canal and Dock Company's Subdivision of Fractional Section 5, Township 37 North, Range 15 East of the Third Principal Meridian, North of the Indian Boundary Line;

Also part of Lot 8 in said Block 68 lying Northwesternly of the fol-lowing described line: Beginning at a point on the North line of said Lot 8, 16 feet East of the Northwesternly line of said Lot 8, as measured at a right angle to said Northwesternly Lot line; thence Southwesterly on a straight line 15 feet Easterly of and parallel to the Northwesternly line of said Lot 8 a distance of 290 feet; thence continuing Southwesterly on a curved line convex to the Southeast having a radius of 579.7 feet to a point on the Northwesternly line of said Lot 8 a distance of 349.63 feet Southwesterly from the Northerly line of said Lot 8;

(Except Ewing Avenue as opened April 17, 1888 as shown by docu-ment recorded as Document No. 940582, in the Office of Recorder of Deeds, Cook County, Illinois), also:

PARCEL No. 107

Being the Easterly 13 feet of Harker Avenue from a point 238 feet Southwesterly of Ewing Avenue extending 1,300 feet Southwesterly, all in South Chicago being a Subdivision by the Calumet and Chicago Canal and Dock Company of the E. $\frac{1}{4}$ of the W. $\frac{1}{4}$ and parts of the East fractional $\frac{1}{4}$ of Fractional Section 6 North of the Indian Boundary Line and that part of Fractional Section 6 South of the Indian Boundary Line lying North of the L. S. and M. S. Railroad in Fractional Section 5 North of the Indian Bound-ary Line, All in Township 37 North, Range 15 East of the Third Principal Meridian, also:

PARCEL No. 108

That part of Section 12, Township 37 North, Range 14 East of the Third Principal Meridian, North of the Indian Boundary Line, lying South of the North 50 feet, lying East of the West 100 feet, lying Northeastly of the Northeastly line of the original 66 feet Right of Way of the Chicago and Western Indiana Railroad Company, and lying Southwesterly of a line 1,200 feet East of and parallel to the said original Northeastly Right of Way line;

(Except the Southwesterly 59 feet thereof as measured at a right angle to said original Northeastly Right of Way line, and that part lying South of the North line of East 103rd Street), also:

PARCEL No. 109

That part of Fractional Section 18, Township 37 North, Range 14 East of the Third Principal Meridian, North of the Indian Boundary Line,

18 562 829

lying Southwesterly of a line 1,200 feet East of and parallel to the Northeastly line of original 66 feet Right of Way of the Chicago and Western Indiana Railroad Company;

(Except the Southwesterly 59 feet thereof as measured at a right angle to said original Northeastly Right of Way line, and that part lying North of the South line of East 103rd Street, also:

PARCEL No. 109A

That part of Fractional Section 12, Township 37 North, Range 14 East of the Third Principal Meridian, South of the Indian Boundary Line lying Southwesterly of a line 1,200 feet East of and parallel to the Northeastly line of original 66 feet Right of Way of the Chicago and Western Indiana Railroad Company and lying Westerly of the West line of South Oglesby Avenue;

(Except the Southwesterly 59 feet thereof as measured at a right angle to said original Northeastly Right of Way line), also:

PARCEL No. 109B

That part of Section 13, Township 37 North, Range 14 East of the Third Principal Meridian, South of the Indian Boundary Line Bounded and described as follows: Commencing at a point in the North line of said Section 13, 53 feet East of, as measured at a right angle to, the Northeastly line of original 66 feet Right of Way of the Chicago and Western Indiana Railroad Company; thence Southeastly on a line 53 feet East of and parallel to said original Northeastly Right of Way line to the East and West center line of said Section 13; thence East along said East and West center line to a point 40 feet West of the East line of said Section 13; thence North 40 feet West of and parallel to the East line of said Section 13, 276.59 feet; thence Southwesterly, Westerly and Northwesterly on a curved line convex to the South having a radius of 460.925 feet an arc distance of 1,045.37 feet more or less to a point in a straight line which intersects the West line of Bensley Avenue extended South and the South line of East 109th Street extended West which straight line makes an angle of 67 degrees 37 minutes 40 seconds; thence on a straight line a distance of 390.57 feet to the point of intersection of the South line of East 104th Street extended West and the West line of Bensley Avenue extended South; thence North along the West line of Bensley Avenue extended South 30 feet to the North line of East 109th Street extended West; thence Northwesterly in a straight line to a point in the West line of South Oglesby Avenue 1,000 feet South of the South line of East 106th Street; thence North along the West line of South Oglesby Avenue to the North line of said Section 13; thence West along the North line of said Section 13 to the point of beginning; (Except the South 40 feet thereof), also:

PARCEL No. 110

A parcel of land 66 feet wide located in the SE $\frac{1}{4}$ of Section 9, Township 38 North, Range 13 East of the Third Principal Meridian, lying South

18 562 829

of and adjoining the Right of Way of the Indiana Harbor Belt Railroad, the South line of said 66 foot strip being located as follows: Beginning at a point in the East line of said Section 9, 757.8 feet North of the South line of said Section; thence West to a point in the North and South center line of the SE. $\frac{1}{4}$ of said Section 9, 764.8 feet North of the South line of said Section 9; (Except the East 50 feet and the West 33 feet), also:

PARCEL No. 111

Being the North 66 feet of Lots 1 to 12 inclusive in Block 15 in Hetzel's Archer Avenue Addition, a Subdivision of the E. $\frac{1}{4}$ SW. $\frac{1}{4}$ of Section 9, Township 38 North, Range 13 East of the Third Principal Meridian, recorded January 2, 1914 as Document No. 5381707 in the Office of Recorder of Deeds, Cook County, Illinois, also:

Being the North 66 feet of Lots 1 to 12 inclusive in Block 16 in Hetzel's Archer Avenue Addition, a Subdivision of the E. $\frac{1}{4}$ SW. $\frac{1}{4}$ of Section 9, Township 38 North, Range 13 East of the Third Principal Meridian, recorded January 2, 1914 as Document No. 5381707 in the Office of Recorder of Deeds, Cook County, Illinois, also:

That part of Block 30 in Crane - View - Archer Avenue Home Addition to Chicago, being a Subdivision of the W. $\frac{1}{2}$ W. $\frac{1}{4}$ of Section 9, Township 38 North, Range 13 East of the Third Principal Meridian, excepting the North 9.225 acres thereof and except also a strip of land 66 feet wide across the W. $\frac{1}{4}$ SW. $\frac{1}{4}$ of said Section 9 to be used for Railroad purposes, recorded September 29, 1914 as Document No. 5562771 in the Office of Recorder of Deeds, Cook County, Illinois, lying North of a line described as follows: Beginning at a point in the East line of Block 30 in said Crane - View - Addition 77.81 feet North of the South line of said Block 30 and running thence to a point in the West line of said Block 30, 79.60 feet North of the South line of said Block, also:

Beginning at a point in the East line of Block 29 in said Crane - View Addition 79.79 feet North of the South line of said Block 29 as measured along said East line; thence North along said East line 67.66 feet to the North line of said Block 29; thence West along the North line of said Block 29, 409.27 feet to a point of curve; thence continuing along the said North line of Block 29 being a curved line convex to the Northwest having a radius of 837.8 feet to a point in the West line of said Block 29, 124.70 feet North of the South line of said Block 29 as measured along the West line of said Block; thence South along the West line of said Block 29, 80.43 feet; thence Northeasterly on a curved line convex to the Northwest having a radius of 837.8 feet an arc distance of 250.98 feet, more or less, to a point which is 771.06 feet North of the South line of Section 9, Township 38 North, Range 13 East of the Third Principal Meridian, and 280.37 feet East of the West line of said Section 9; thence Easterly in a straight line 853.66 feet to the point of beginning, also:

That part of South Liedner Avenue (vacated) lying South of the straight line extending from the Northwest corner of Block 30 to the Northeast corner of Block 29 in said Crane - View Addition and lying North of the straight line extending between a point on the West line of said Block

18 562 829

30, 79.60 feet North of the Southwest corner of said Block 30 and a point on the East line of Block 29, 79.70 feet North of the Southeast corner of said Block 29; also:

PARCEL No. 112

An irregular parcel of land in the SE $\frac{1}{4}$ of Section 8, Township 38 North, Range 13 East of the Third Principal Meridian, bounded and described as follows: Beginning at a point in the West line of South Central Avenue said point being 711.37 feet North of the South line of Section 8, Township 38 North, Range 13 East of the Third Principal Meridian, and 83 feet West of the East line of said Section 8; thence continuing North along the West line of South Central Avenue 91.47 feet; thence Westerly and Southerly on a curved line convex to the Northwest having a radius of 837.8 feet to a point in the North line of West 55th Street said point being 625.37 feet West of the East line of said Section 8 and 33 feet North of the South line of said Section 8; thence East along said North Street line 71.21 feet to a point which is 21.17 feet West of the Southwest corner of Lot 13 in Monblatt's 65th Street Full Section Line Subdivision, a Subdivision of Lots 1, 2, 3, 4 and that portion of Lots 44 and 45 lying East of the Indiana Harbor Belt Railroad in Subdivision of the SE $\frac{1}{4}$ of Section 8, Township 38 North, Range 13 East of the Third Principal Meridian, recorded October 14, 1916 as Document No. 5953638 in the Office of Recorder of Deeds, Cook County, Illinois; thence Northerly and Easterly on curved line convex to the Northwest having a radius of 837.8 feet to the point of beginning, also:

PARCEL No. 113

Beginning at a point in the South line of West 55th Street, said point being 33 feet South of the North line of Section 17, Township 38 North, Range 13 East of the Third Principal Meridian, and 627 feet West of the East line of said Section 17; said point also being the Northwest corner of Block 70 in Fredrick H. Bartlett's Resubdivision of Blocks 66, 68 and 69 and parts of Blocks 64, 67 and 70 in Fredrick H. Bartlett's Third Addition to Garfield Ridge, recorded September 12, 1916, as Document No. 5943721 in the Office of Recorder of Deeds, Cook County, Illinois; thence South along the West line of Block 70 in said Resubdivision and said West line extended Southerly 66 feet to the Northwest corner of Block 69 in said Addition and continuing South along the West line of said Block 69 and said West line extended 66 feet to the Northwest corner of Block 68 in Fredrick H. Bartlett's Third Addition to Garfield Ridge, recorded July 27, 1916, as Document No. 5915800, in the Office of Recorder of Deeds, Cook County, Illinois, and continuing South along the West line of said Block 68 and said West line extended 33.87 feet to the center line of West 58th Street said point being 627 feet West of the East line of said Section 17; thence East along the center line of West 58th Street 66 feet to a point 561 feet West of the East line of said Section 17; thence North 66 feet East of and parallel to last described course to a point of curve 71.34 feet South of the North line of said Section 17; thence Northerly on a curved line convex Westerly having a radius of 837.8 feet an arc distance of 32.35 feet to a point in the South line of West 55th Street 560.12 feet

West of the East line of said Section 17; thence West along the South line of West 55th Street 66.88 feet to the point of beginning, also;

PARCEL No. 114

Beginning at a point in the East 33 feet of Section 17, Township 38 North, Range 13 East of the Third Principal Meridian, 669.16 feet North of the East and West center line of said Section 17; thence West 594 feet to a point which is 669.15 feet North of said East and West center line; thence South 627 feet West of and parallel to the East line of said Section 17, 37.63 feet to a point of curve; thence Southerly and Westerly on a curved line convex to the Southeast having a radius of 988.3 feet an arc distance of 1,657.15 feet to a point of tangent 360.2 feet South of the East and West center line of said Section 17; thence Westerly on a straight line tangent to last described course 3,703.7 feet more or less to a point in the West line of said Section 17, 353 feet South of said East and West center line; thence Southerly along the West line of said Section 17, 125 feet; thence Easterly 125 feet South of and parallel to last described East and West line a distance of 3,703.7 feet more or less to a point of curve; thence Northeasterly on a curved line convex to the Southeast and having a radius of 1,972.58 feet an arc distance of 645.60 feet to a point of tangent; thence Northeasterly on a straight line tangent to last described course 497.52 feet to a point of curve; thence Northeasterly on a curved line convex to the Northwest having a radius of 1,847.58 feet an arc distance of 494.10 feet to a point 33 feet West of the East line of said Section 17; thence North 33 feet West of and parallel to the East line of said Section 17, 797.55 feet more or less to the point of beginning;

(Excepting the West 33 feet being the East $\frac{1}{4}$ of South Narragansett Avenue), also;

PARCEL No. 115

Being that part of Blocks 1 and 2 in Hall's Addition to Chicago in E. $\frac{1}{4}$ SE. $\frac{1}{4}$ of Section 18, Township 38 North, Range 13 East of the Third Principal Meridian, recorded November 8, 1889, as Document No. 30983 in the Office of Recorder of Deeds, Cook County, Illinois, lying South of the Southerly line of Indiana Harbor Belt Right of Way line and North of a line described as follows: Beginning at a point in the East line of Section 18, Township 38 North, Range 13 East of the Third Principal Meridian, 478 feet South of the East and West center line of said Section 18 and running thence Westerly on a straight line to a point in the North and South center line of the SE. $\frac{1}{4}$ of said Section 18, 432.75 feet South of the said East and West center line;

(Except the East 33 feet thereof; also except the West 33 feet thereof; also except that part being South Natchez Avenue), also;

PARCEL No. 116

Beginning at a point in the West line of South Nashville Avenue said point being the Northeast corner of Lot 1 in Block 8 of Fredrick H. Bartlett's 68rd Street Industrial District in the W. $\frac{1}{2}$ SE. $\frac{1}{4}$ of Section 18,

18 562 829

Township 38 North, Range 13 East of the Third Principal Meridian, recorded May 19, 1916 as Document No. 5872891 in the Office of Recorder of Deeds, Cook County, Illinois; thence West along the North line of Lots 1 and 10 in said Block 8, 267.81 feet to the East line of South Natoma Avenue; thence North along the East line of South Natoma Avenue 125 feet to the Southerly Right of Way line of the Indiana Harbor Belt Railroad; thence East 125 feet North of and parallel to the last described East and West course to the West line of South Nashville Avenue; thence South along the West line of South Nashville Avenue 125 feet to the point of beginning, also:

PARCEL No. 117

Being an irregular parcel of land in Section 18, Township 38 North, Range 13 East of the Third Principal Meridian, bounded and described as follows: Beginning in the West line of South Natoma Avenue at the Northeast corner of Lot 1, Block 7 in Fredrick H. Bartlett's 63rd Street Industrial District being a Subdivision of Lots 1, 2, 3, 4, 5, 6 in Circuit Court's Partition of the W. 1/4 SE. 1/4 of Section 18, Township 38 North, Range 13 East of the Third Principal Meridian, (except Railroad Right of Way), recorded May 19, 1916 as Document No. 58773581 in the Office of Recorder of Deeds, Cook County, Illinois; thence North along the West line of South Natoma Avenue 125 feet to the South Right of Way line of the Indiana Harbor Belt Railroad; thence West in a straight line along the Southerly Right of Way line of said Indiana Harbor Belt Railroad 2,320.53 feet, more or less, to a point in the North and South center line of the SW. 1/4 of said Section 18, 369.1 feet South of the East and West center line of said Section 18; thence South along the North and South center line of SW. 1/4 said Section 18, 1,040.11 feet; thence Northeasterly in a straight line making an angle with last described course of 35 degrees 22 minutes 35 seconds as measured from North to East a distance of 433.17 feet; thence Northeasterly on a curved line convex to the Northwest having a radius of 1,212.9 feet an arc distance of 576.44 feet to a point 665.88 feet South of the East and West center line of said Section 18 and 675.37 feet West of the North and South center line of said Section 18; thence East 675.37 feet to a point on the North and South center line of said Section 18, 667.26 feet South of the East and West center line of said Section 18; thence North along the North and South center line of said Section 18, 179.32 feet; thence East along the north lines of Blocks 5, 6 and 7 of said Fredrick H. Bartlett's 63rd Street Industrial District and said north lines extended east and west to the point of beginning, also:

PARCEL No. 118

Beginning at a point in the North and South center line of the SW. 1/4 of Section 18, Township 38 North, Range 13 East of the Third Principal Meridian, 1,409.21 feet South of the East and West center line of said Section 18; thence Southwesterly on a straight line along the West line of Blocks 62 and 53 in Fredrick H. Bartlett's Chicago Highlands in the W. 1/4 SW. 1/4 of Section 18, Township 38 North, Range 13 East of the Third Principal Meridian, 1,527.76 feet, more or less, to a point in the North line of West 63rd Street, 461.63 feet, more or less, East of the West line of said

18 562 829

Section 18; thence West along the North line of West 63rd Street 151.92 feet; thence Northeasterly on a line 125 feet Northwesterly from and parallel to first described course 1,789.63 feet, more or less, to a point in the North and South center line of the SW. $\frac{1}{4}$ of said Section 18, 1,192.59 feet South of the East and West center line of said Section 18; thence South along said North and South center line of the SW. $\frac{1}{4}$ of Section 18, 216.62 feet to the point of beginning, also:

PARCEL No. 119.

Beginning at a point in the South line of West 63rd Street 267.40 feet East of the West line of Section 19, Township 38 North, Range 13 East of the Third Principal Meridian and 83 feet South of the center line of West 63rd Street which point is also the Northeast corner of Lot 4 in Fredrick H. Bartlett's Harlem Avenue Subdivision of the Southwest corner of Section 18, Township 38 North, Range 13 East of the Third Principal Meridian, and the Northwest corner of Section 19, Township 38 North, Range 13 East of the Third Principal Meridian, recorded September 12, 1921, as Document No. 7268150 in the Office of Recorder of Deeds, Cook County, Illinois; thence Southwesterly in a straight line to a point in the West line of said Section 19, 409.56 feet South of the North line of said Section 19; thence South along the West line of said Section 19, 215.96 feet; thence Northeasterly 125 feet Southeasterly of and parallel to first described course to a point in the South line of West 63rd Street; thence West along the South line of West 63rd Street to the point of beginning, also:

PARCEL No. 120

Beginning at a point in the East line of Section 24, Township 38 North, Range 12 East of the Third Principal Meridian, 409.56 feet South of the Northeast corner of said Section 24; thence South along the East line of said Section 24, 216.96 feet; thence Southwesterly on a line making an angle of 32 degrees 44 minutes 20 seconds from the East line of said Section 24 as measured from South to West a distance of 980 feet to a point of curve which is 539 feet West of, measured at right angles to, said East line of Section 24; thence Southerly on a curved line convex to the West having a radius of 1,432.69 feet an arc distance of 1,097.53 feet more or less to a point which is 153 feet North of the East and West center line of said Section 24 and 730.6 feet West of the East line of said Section 24; thence Westerly 153 feet North of and parallel to the East and West center line of said Section 24, 436.45 feet more or less to a point in the East line of South Harlem Avenue (diverted) which point is 162.03 feet East of the North and South center line of the NE. $\frac{1}{4}$ of said Section 24; thence Northeasterly on a curved line convex to the Northwest having a radius of 1,456.95 feet an arc distance of 882.03 feet to a point of tangent said point being 898.25 feet Westerly from and measured at a right angle to said East line of said Section 24; thence Northeasterly in a straight line tangent to last described course 1,551.74 feet more or less to the point of beginning;

(Except land conveyed to the Department of Public Works and Buildings, State of Illinois, by Quit Claim Deed dated March 30, 1959, recorded

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April 6, 1959 as Document No. 17499698 in the Office of Recorder of Deeds, Cook County, Illinois, and described as follows: Beginning at a point in the East line of Section 24, Township 38 North, Range 12 East of the Third Principal Meridian, 409.56 feet South of the Northeast corner of said Section 24; thence Southwesterly along a line being the Northwest-erly Right of Way line of The Belt Railway Company of Chicago making an angle of 35 degrees 22 minutes as measured from South to West from the East line of said Section 24 a distance of 771.86 feet to a point; thence Southeast-ly along a line at right angles to last described course 80 feet to a point; thence Northeast-ly on a curved line convex Westerly and tangent to last described course having a radius of 50 feet an arc distance of 78.54 feet to a point 30 feet perpendicularly distant to first described Southwesterly line; thence Northeast-ly on a line 30 feet from and parallel to first described Southwesterly line 43.35 feet; thence Northeast-ly on a straight line 614.58 feet to a point in the East line of said Section 24, 24 feet perpendicularly distant from first described Southwesterly line; thence North along the East line of said Section 24, 41.46 feet to the point of beginning, also; excepting as conveyed by said Quit Claim Deed dated March 30, 1959, the following described parcel:

Commencing at a point in the East line of Section 24, Township 38 North, Range 12 East of the Third Principal Meridian, 409.56 feet South of the Northeast corner of said Section 24; thence Southwesterly along a line, being the Northwest-ly Right of Way line of The Belt Railway Com-pany of Chicago, making an angle of 35 degrees 22 minutes as measured from South to West from the East line of said Section 24, a distance of 906.66 feet to the point of beginning; thence Southeast-ly along a line at right angles to last described course 90 feet to a point; thence South- westerly along a curved line tangent to last described course convex to the North having a radius of 50 feet an arc distance of 78.54 feet to a point 40 feet perpendicularly distant to first described Southwesterly line ex- tended Southwesterly; thence Southwesterly 40 feet from and parallel to said first described Southwesterly line extended Southwesterly 21.65 feet; thence Southwesterly on a straight line 698.35 feet to a point; thence Northwest-ly along a line perpendicular to the center line of Harlem Avenue (divided) to a point on the Northwest-ly Right of Way line of The Belt Railway Company of Chicago; thence Northeast-ly along said Right of Way line 700.80 feet, more or less, to the point of beginning, also:

PARCEL No. 121

Beginning at a point in the North and South center line of the NE. $\frac{1}{4}$ of Section 24, Township 38 North, Range 12 East of the Third Principal Meridian, 158 feet North of the South line of said NE. $\frac{1}{4}$; thence North along said North and South center line 300 feet; thence East at right angles to last described course 574.65 feet; thence Southwesterly on a curved line convex to the Northwest having a radius of 1,380.92 feet an arc distance of 303.28 feet more or less to a point 158 feet North of the South line of said NE. $\frac{1}{4}$; thence West 5.01 feet to the point of beginning, also:

PARCEL No. 122

Beginning at the point of intersection of the Easterly Right of Way line of the Baltimore and Ohio Chicago Terminal Railroad and the East

18 562 829

and West center line of Section 24, Township 38 North, Range 12 East of the Third Principal Meridian, said point being 37.81 feet East of the North and South center line of said Section 24; thence South along the Easterly Right of Way line of the Baltimore and Ohio Chicago Terminal Railroad 1,330.27 feet to the East and West center line of the SE. $\frac{1}{4}$ of said Section 24; thence East along the East and West center line of said SE. $\frac{1}{4}$ 47.62 feet; thence Northeasterly in a straight line 294.92 feet to a point 293.08 feet North of the East and West center line of said SE. $\frac{1}{4}$ as measured at a right angle thereto; thence Northeasterly in a curved line convex to the Northwest having a radius of 912.22 feet an arc distance of 1,718.13 feet, more or less, to a point which is 1,024.56 feet North of the East and West center line of said SE. $\frac{1}{4}$ as measured at right angles thereto from a point which is 1,264.47 feet West of Southeast corner of N. $\frac{1}{4}$ of said SE. $\frac{1}{4}$; thence South 65 degrees 39 minutes 20 seconds East 211.80 feet to the Easterly line of South Harlem Avenue (diverted); thence Northwest along the Easterly line of Harlem Avenue (diverted) being a curved line convex Southwesterly having a radius of 1,456.96 feet an arc distance of 279.44 feet to a point; thence North 65 degrees 39 minutes 20 seconds West 183.20 feet to a point in the Westerly line of Harlem Avenue (diverted); thence Northerly along the Westerly line of Harlem Avenue (diverted) being a curved line convex Westerly having a radius of 1,380.92 feet an arc distance of 148.36 feet to a point 100 feet North of the East and West center line of said Section 24, as measured at a right angle thereto; thence West along a line 100 feet North of and parallel to the East and West center line of said Section 24 to the North and South center line of the NE. $\frac{1}{4}$ of said Section 24; thence North along said North and South center line 8.8 feet to a point 108.3 feet North of the East and West center line of said Section 24; thence West 108.3 feet North of and parallel to said East and West center line of said Section 24, 146.3 feet; thence Northwest on a curved line convex to the Southwest having a radius of 1,120.16 feet tangent to last described course an arc distance of 786.6 feet, more or less, to a point of tangent; thence Northwest on a tangent to last described course 228.5 feet to a point of curve; thence Northwest on a curved line convex to the Southwest having a radius of 1,375.4 feet and tangent to last described course an arc distance of 644 feet, more or less, to a point in the Easterly Right of Way line of the Baltimore and Ohio Chicago Terminal Railroad; thence Southerly along said Easterly Right of Way line of the Baltimore and Ohio Chicago Terminal Railroad 1,040.64 feet to the point of beginning;

(Subject, however, to a perpetual easement dated July 22, 1931 to Cook County Highway Department, recorded August 15, 1931 as Document No. 10954346, in the Office of Recorder of Deeds, Cook County, Illinois), also:

PARCEL No. 128

Beginning at the Southeast corner of the NE. $\frac{1}{4}$ SE. $\frac{1}{4}$ of Section 24, Township 38 North, Range 12 East of the Third Principal Meridian; thence West along the East and West center line of said SE. $\frac{1}{4}$, 278.69 feet to the Easterly Right of Way line of South Harlem Avenue (diverted); thence Northwest along said Easterly Right of Way line being a curved

18 562 829

line convex Northeasterly having a radius of 1,482.59 feet an arc distance of 224.88 feet to a point of tangent; thence North 47 degrees 36 minutes West 352.10 feet along a line tangent to last described curve to a point of curve; thence Northwesterly along a curved line convex Southwesterly having a radius of 1,456.96 feet an arc distance of 1,163.65 feet more or less to a point 100 feet North of the East and West center line of said Section 24, as measured at a right angle thereto; thence East along a line 100 feet North of and parallel to the East and West center line of said Section 24, 1,165.98 feet, more or less, to the East line of said Section 24; thence South along the East line of said Section 24 to the point of beginning, also:

PARCEL NO. 124

Being the S. $\frac{1}{4}$ of Section 19, Township 38 North, Range 18 East of the Third Principal Meridian, and the West 1,100 feet of the South 71.2 feet of the N. $\frac{1}{4}$ of Section 19, Township 38 North, Range 18 East of the Third Principal Meridian;

(Except land conveyed by document dated July 22, 1931 and recorded as Document No. 10954346 in the Office of Recorder of Deeds, Cook County, Illinois, more particularly described as follows:

Beginning at the Southwest corner of Section 19, Township 38 North, Range 18 East of the Third Principal Meridian; thence North along the West line of said Section 19, 762.85 feet to a point; thence Southeasterly on a curved line convex Northeasterly having a radius of 1,482.59 feet an arc distance of 386.14 feet to a point of tangent; said point being 50 feet East of the West line of said Section 19 as measured at a right angle thereto; thence South along a line 50 feet East of and parallel to the West line of said Section 19, 380.50 feet, more or less, to a point in the South line of said Section 19; thence West along the South line of said Section 19, 50 feet to the point of beginning, also:

Except land conveyed by document dated October 28, 1940 and recorded as Document No. 12570583 in the Office of Recorder of Deeds, Cook County, Illinois, and land conveyed by document dated December 30, 1952 and recorded as Document No. 15526100 in the Office of Recorder of Deeds, Cook County, Illinois, more particularly described as follows:

Beginning at a point 33 feet North of the South line of Section 19, Township 38 North, Range 18 East of the Third Principal Meridian, 104.7 feet East of the West line of said Section 19; thence North 104.7 feet East from and parallel to the West line of said Section 19, 950.84 feet to a point 933.84 feet North of the South line of said Section 19; thence East along a line 933.84 feet North of and parallel to the South line of said Section 19, 337 feet to a point; thence Southeasterly in a straight line 1,040.42 feet to a point 250 feet North of the South line of said Section 19 as measured at a right angle thereto and 1,225.58 feet East of the West line of said Section 19 measured at a right angle thereto; thence West along a line 250 feet North of and parallel to the South line of said Section 19, 438.84 feet to a point; thence South along a line 788.7 feet East of and parallel to the West line of said Section 217 feet to a point 33 feet North of the South line of said Section 19 as measured at a right angle thereto; thence West

18 562 829

along a line 83 feet North of and parallel to the South line of said Section 19, 684 feet to the point of beginning), also:

(Subject, However, to a perpetual easement granted December 29, 1952, to Public Service Company of Northern Illinois and recorded as Document No. 15518826 in the Office of Recorder of Deeds, Cook County, Illinois, more particularly described as follows: The East 54.7 feet of the West 104.7 feet of the North 217 feet of the South 250 feet of the SW. $\frac{1}{4}$ of Section 19, Township 88 North, Range 13 East of the Third Principal Meridian; also the South 32 feet of the East 788.7 feet of the West 788.7 feet of the SW. $\frac{1}{4}$ of Section 19, Township 88 North, Range 13 East of the Third Principal Meridian; also, subject to said perpetual easement described as follows:

Beginning at a point in the South line of the SW. $\frac{1}{4}$ of Section 19, Township 88 North, Range 13 East of the Third Principal Meridian, 788.7 feet East of the Southwest corner of said Section; thence East along the South line of the SW. $\frac{1}{4}$ of said Section 1,195.02 feet; thence Northwesterly 686.77 feet more or less to a point which is 250 feet North of the South line of said Section measured at a right angle thereto and 1,509.96 feet East of the West line of said Section 19 measured at a right angle thereto; thence West along a line 250 feet North of and parallel to the South line of said Section 19, 721.26 feet; thence South along a line 788.8 feet East of and parallel to the West line of said Section 19, 250 feet to the point of beginning), also:

PARCEL NO. 125

The S. $\frac{1}{2}$ of Section 20, Township 88 North, Range 13 East of the Third Principal Meridian;

(Except land conveyed January 20, 1927 and recorded as Document No. 970368 in the Office of Recorder of Deeds, Cook County, Illinois, more particularly described as follows:

Beginning at a point 707.46 feet South of and at right angles to the East and West center line of said Section 20 at a point 970.08 feet West of the Northeast corner of the NE. $\frac{1}{4}$ SE. $\frac{1}{4}$ said Section 20 as measured along said East and West center line; thence Southeasterly 94 feet to a point 784.22 feet South of said East and West center line measured at right angles to a point 879.97 feet West of said Northeast corner measured along said East and West center line; thence Southwesterly at a right angle to last described course 42 feet; thence Northwesterly at a right angle 94 feet; thence Northeasterly at a right angle 28 feet; thence Northwesterly at a right angle 60 feet; thence Northeasterly at a right angle 10 feet; thence Southeasterly at a right angle 60 feet; thence Northeasterly at a right angle 9 feet to the point of beginning), also:

PARCEL NO. 126

The S. $\frac{1}{2}$ of Section 21, Township 88 North, Range 13 East of the Third Principal Meridian;

(Except: Beginning at the Northwest corner of the SE. $\frac{1}{4}$ of said Section 21; thence South along the West line of said SE. $\frac{1}{4}$, 140 feet;

18 562 829

thence Southeasterly in a straight line 561.42 feet to a point and along said line if extended would intersect at a point 481.70 feet South of the North line of said SE. $\frac{1}{4}$ and 655.09 feet East of the West line of said SE. $\frac{1}{4}$; and 739.60 feet Southeasterly from the point of beginning of last described course; thence Southeasterly on a line of deflection 0 degrees 28 minutes 53 seconds to the left from last described course 44.66 feet to point of curve; thence Easterly on a curved line convex Southerly and tangent to last described course and having a radius of 564.33 feet an arc distance of 261.84 feet; thence Easterly in a straight line tangent to last described course 44.66 feet to a point 481.70 feet South of the North line of said SE. $\frac{1}{4}$ and 655.27 feet East of said West line of said SE. $\frac{1}{4}$ measured at right angles thereto; thence East along a line 481.70 feet South of and parallel to said North line of said SE. $\frac{1}{4}$, 1,706.78 feet to a point 100 feet West of the East line of said SE. $\frac{1}{4}$; thence North 100 feet West of and parallel to the East line of said SE. $\frac{1}{4}$ to the North line of said SE. $\frac{1}{4}$; thence West along the North line of said SE. $\frac{1}{4}$ to the point of beginning), also:

Subject to a non-exclusive perpetual easement over the West 30 feet of the East 100 feet of the North 481.70 feet of the SE. $\frac{1}{4}$ of Section 21, Township 38 North, Range 13 East of the Third Principal Meridian to be used as a private street. Also subject to a perpetual easement dated December 29, 1952 to Public Service Company of Northern Illinois and recorded as Document No. 16518626 in the Office of Recorder of Deeds, Cook County, Illinois, along East 71st Street, Cicero Avenue: Beginning at the Southeast corner of SE. $\frac{1}{4}$ Section 21, Township 38 North, Range 13 East of the Third Principal Meridian; thence West along the South line of said Section 21, 2,302.68 feet; thence Northeasterly 599.87 feet more or less to a point which is 175 feet North of the South line of said Section 21 and 1,728.47 feet West of the East line of said Section; thence East along a line 175 feet North of and parallel to said South line of said Section 21 to the East line of said Section 21; thence South along said East line of Section 21 to the point of beginning, also:

PARCEL No. 127

Beginning at a point in the Easterly right of way line of the Baltimore and Ohio Chicago Terminal Railroad 220 feet North of the South line of Section 25, Township 38 North, Range 12 East of the Third Principal Meridian, as measured along said Easterly right of way line; thence North along said Easterly right of way line 2,441.85 feet to the East and West center line of said Section 25; thence East along said East and West center line 33 feet; thence South 83 feet East of and parallel to said Easterly right of way line 1,571.53 feet to a point 1,090 feet North of the South line of said Section 25; thence East along a line 1,090 feet North of and parallel to said South line 4 feet; thence Southeasterly on a curved line convex to the Southwest having a radius of 963 feet to a point 125 feet East of said Easterly right of way line; thence South 125 feet of and parallel to said Easterly right of way line 489.94 feet to a point in the North line of West 79th Street; thence Westerly along the North line of West 79th Street to the point of beginning, also:

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PARCEL No. 128

Beginning at a point in the North line of West 79th Street 212.57 feet North of the South line of Section 25, Township 38 North, Range 12 East of the Third Principal Meridian, and 271.85 feet East of the North and South center line of said Section 25 as measured at right angles thereto; thence North 284.78 feet more or less to a point 272.75 feet East of the North and South center line of said Section 25 as measured at right angles thereto; thence Southeasterly on a curved line convex to the Southwest having a radius of 963 feet of a point in the North line of West 79th Street 182.31 feet North of the South line of said Section 25; thence Westerly 356.90 feet more or less to a point 210 feet North of the South line of said Section 25 as measured at right angles thereto; thence Westerly to the point of beginning.

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WILL CALL

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Adm. Sec. 100

RECORDS
OF
TOWNSHIP
38 NORTH
RANGE 12 EAST
SECTION 25

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265.27

EXHIBIT I

MAYER BROWN

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED

September 11, 2009

Mr. Timothy B. Coffey
General Counsel, Secretary, and Director Human Resources
The Belt Railway Company of Chicago
6900 South Central Avenue
Bedford Park, IL 60638

Mayer Brown LLP
1999 K Street, N.W.
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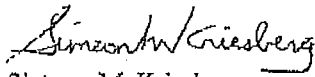
Simeon M. Kriesberg
Direct Tel +1 202 283 3214
Direct Fax +1 202 283 5214
skriesberg@mayerbrown.com

Re: Weldbend and Belt Railway Easement

Dear Mr. Coffey:

By letter dated July 31, 2009, my colleague Rex Palmer informed you that the documents that you have provided to us do not substantiate the Belt Railway's entitlement to use the tracks that lie on the property of our client, Weldbend Corporation, without compensating Weldbend. Having not received any response from you, our client has directed us to notify you that, effective November 1, 2009, any permission previously granted to or inferred by the Belt Railway to make use of those tracks is withdrawn. Use of those tracks following that date will not be permitted in the absence of an agreement under which Weldbend grants an easement for such use. Weldbend reserves all of its rights in this matter.

Sincerely yours,


Simeon M. Kriesberg

cc: Facility Manager, Argo Plant
Corn Products International, Inc.
6400 S. Archer Road
Bedford Park, IL 60501-1935

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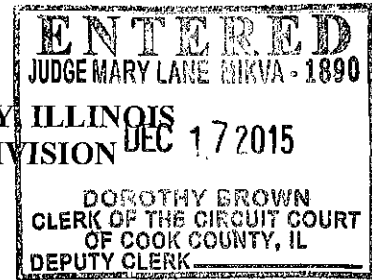
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Exhibit 2

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION



COULAS VIKING PARTNERS,
an Illinois General Partnership,

Plaintiff,

v.

THE BELT RAILWAY COMPANY OF
CHICAGO, an Illinois corporation,

Defendant.

Case No. 13 CH 28409

Honorable Mary L. Mikva

ORDER

~~Conformed to Order entered, December 17, 2015~~

THIS MATTER coming to be heard on Plaintiff's Motion for Protective Order; Defendant's Motion in Regard to the Document Production By Schudt on Belt's Subpoena; Defendant's Motion for Leave to Amend its Affirmative Defenses; and Ingredion Incorporated's Motion for Leave to Intervene, all parties present and the Court being fully advised in the premises:

IT IS HEREBY ORDERED THAT:

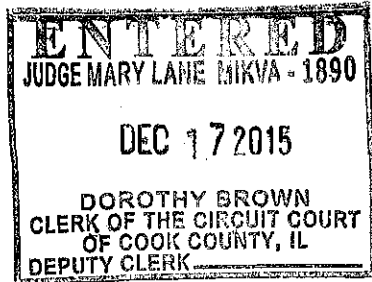
1. Plaintiff is granted a Rule 201(p) claw-back on the Schudt Box and Defendant will provide the Schudt box by hand delivery before C.O.B. December 17, 2015.*¹
2. Defendant's Motion for Leave to Amend Its Affirmative Defenses is granted, but Defendant will file its Amended Supplemental A.D. [Affirmative Defenses] by January 15, 2016.
3. Ingredion Incorporated's Motion is entered and continued for argument set for February 23, 2016 at 10:30 a.m.
4. Response brief to Motion for Leave to Intervene is due January 14, 2016; Reply brief is due February 4, 2016.
5. Clerk's status on Motion to Intervene is set for February 8, 2016 at 9:00 a.m.
6. Plaintiff will provide Response on Schudt Box on January 15, 2015.²

*¹ As stated on the record by the Court.

² Response will be return of non-privileged documents and log of privileged documents, if any.

7. Plaintiff's Answer to Belt's Amended Supplemental Affirmative Defenses is due February 11, 2016 and no Motion to Dismiss shall be filed.*

ENTERED:



Dated: _____

Mary Mikva 1890
Judge's No.

Order conformed by:

Atty. No.: 46365
Name: John M. Touhy/John C. McIlwee
Baker & Hostetler LLP
Atty. for: Plaintiff, Coulas Viking Partners
Address: 191 North Wacker Drive
City/State/Zip: Chicago, Illinois 60606
Telephone: (312) 416-6200

Exhibit 3

ORIGINAL

Coulas Viking Partners, LLP vs. The Belt Railway
13-CH-28409

Report of Proceeding
Taken on: December 17, 2015

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1 STATE OF ILLINOIS)
2) SS.
3 COUNTY OF COOK)

4 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
5 COUNTY DEPARTMENT, CHANCERY DIVISION

6 COULAS VIKING PARTNERS, L.P.,)
7 a Delaware Limited)
8 Partnership,)
9)
10)
11)
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23)
24)

Plaintiff,

vs.

No. 13 CH 28409

THE BELT RAILWAY COMPANY OF)
CHICAGO, an Illinois)
Corporation,)
Defendant.)

Report of proceedings had at the hearing in
the above-entitled cause before the HONORABLE MARY MIKVA
Judge of said Court, commencing at 10:38 a.m. on the
17th day of December, A.D., 2015.

APPEARANCES:

BAKER HOSTETLER, LLP, by
MR. JOHN M. TOUHY
MR. JOHN C. MCILWEE
On behalf of the Plaintiff;

LOCKE LORD, LLP, by
MR. THOMAS I. MATYAS
On behalf of the Defendant.

BRYAN CAVE, by
MR. RODNEY PERRY
On behalf of Ingredient.

1 THE COURT: State your names for the record.

2 MR. TOUHY: Good morning, your Honor. John Touhy
3 and Mr. John McIlwee. I would like to take a moment to
4 introduce Mr. McIlwee to the Court. You might remember
5 Ms. Kate -- Katharine Heitman or Kate Heitman.

6 THE COURT: I do.

7 MR. TOUHY: She's been here quite a bit. She is no
8 long a resident in the State of Illinois, City of
9 Chicago. She's moved to our Washington D.C. office.
10 So Mr. McIlwee will be someone you'll be seeing.

11 THE COURT: Big shoes to fill here.

12 MR. MCILWEE: Yes, that's exactly right.

13 THE COURT: All right.

14 MR. MATYAS: Good morning, your Honor. Tom Matyas,
15 M A T Y A S, for Belt.

16 MR. PERRY: Good morning, your Honor. Rodney Perry
17 on behalf of the nonparty, Ingredient Incorporated.

18 THE COURT: Seeking to intervene.

19 MR. PERRY: Yes.

20 THE COURT: Well, I guess I have the same question
21 for you that I have for Belt, where have you guys been
22 for 3 years? But we'll get to that later.

23 You guys want to brief his motion?

24 MR. TOUHY: We do.

1 THE COURT: Okay. So why don't we set a briefing
2 schedule and you can leave unless you want to --

3 MR. TOUHY: I've talked to counsel and given the
4 holiday we were going to ask for 28 instead of the usual
5 21.

6 THE COURT: Anything you guys work out. You know
7 what? Maybe we should give you a -- since you're all
8 busy lawyers, give you an argument date if you'll stick
9 to your briefing schedule.

10 MR. TOUHY: Terrific.

11 THE COURT: So when is the end of your briefing
12 schedule?

13 MR. TOUHY: I didn't look at the date. 28 days,
14 21 days.

15 THE COURT: Okay. Can you get the 2016 book?

16 MR. TOUHY: 39 days.

17 THE COURT: Whatever. We'll take a break once Amy
18 comes back and work on a briefing schedule, and then you
19 can leave unless you want to stay.

20 MR. PERRY: I'll stick around for at least a
21 minute.

22 THE COURT: Okay. If you're going to stick around,
23 then we'll set the argument at the end. This is not
24 going to take that long.

1 Let's talk about the motion to amend first.
2 It's your motion to amend. I'll tell you my thinking so
3 you can respond to it, and then at some point I might
4 cut you off and say, okay, now it's my ruling and not
5 just my thinking. I'll go ahead and ...

6 My thinking is that it's a -- that preemption
7 is a factual issue that I cannot resolve on the
8 pleading. I'm not sure you pled it sufficiently. I
9 think you have to plead some more facts to bring you
10 within the scope of preemption, but you could, I assume.
11 So I don't think that I can say based on the pleading
12 that there couldn't be preemption here. There could be.
13 It's honestly the scope of this particular preemption is
14 not something that I'm specifically familiar with, but
15 it seems from the cases you've both provided pretty fact
16 intensive and that the only way I can say there's no
17 possibility of a preemption is if it's just strictly a
18 private little track that nobody uses other than the
19 railroad and that does not appear to be true.

20 So from that perspective, the merits of it --
21 I don't think that's a basis not to let them amend. I
22 do wonder -- You're a railroad lawyer. This has to come
23 up all the time. Where have you been? Why is this
24 coming up now for the first time? I guess I don't see

1 prejudice.

2 I mean, obviously you're going to need
3 discovery on this, but you haven't even taken any
4 depositions so you're not going to retake depositions.
5 The cost to you is exactly the same cost, maybe a little
6 bit more cost than it would have been if he brought it
7 up in the first place. But I am confused as to why now,
8 and I think it's a fair question. Why now?

9 MR. MATYAS: Without waiving any attorney-client
10 privilege --

11 THE COURT: Of course not.

12 MR. MATYAS: -- here's -- It's very simple. We
13 started out this case really believing and we continue
14 to really believe that the easement agreements are an
15 absolute defense here. The easement agreements --

16 THE COURT: Don't reargue that. Okay. I
17 understand that's what you think.

18 MR. MATYAS: But that's --

19 THE COURT: But you didn't win a motion to dismiss
20 on it. You haven't persuaded me yet. You haven't
21 persuaded me that couldn't be true. It could be true.
22 He now has some new agreement that he says nobody -- you
23 know, that I've never seen before that he says takes
24 care of all this. I mean, you may win on the merits.

1 You may. One of you may.

2 MR. MATYAS: So to complete the thought --

3 THE COURT: Go ahead.

4 MR. MATYAS: -- we started out with that defense.

5 We continue to believe in that. We have been -- I'll

6 use the word overwhelmed. The discovery here -- And we

7 have really worked very hard to accommodate plaintiff's

8 request and we have worked very hard not to bother your

9 Honor. We really considering -- We have bent over and

10 cooperated and worked extremely hard to deal with --

11 We're on our fifth -- fourth or fifth documents request,

12 fourth or fifth interrogatories. We have produced -- I

13 don't have the exact count, but it's been a huge effort.

14 The E-mail part of it has been a huge effort. The

15 documents have been a huge effort, and a lot of it has

16 absolutely in our mind nothing to do with anything.

17 So what we did was start looking for something

18 that would be an easy answer here, a straight-forward

19 answer here that we could --

20 THE COURT: This is not going to be that. I can

21 tell you it will not be that.

22 MR. MATYAS: Well, in our minds it is and we --

23 THE COURT: Sending it to Federal court, that might

24 be the easy answer to me, but it won't be --

1 MR. MATYAS: But I'm answering your Honor's
2 question and I'm answering it as candidly --

3 THE COURT: All right. I agree you're being
4 candid. I just think you're misguided.

5 MR. MATYAS: Well, but, here's what -- We have
6 experience and our client -- I'll be very honest with
7 your Honor -- has been very frustrated. We have the
8 discovery dispute. The discovery requests of the
9 plaintiffs have been -- to say burdensome is an
10 understatement.

11 So it's not surprising that you start looking
12 for something else, and this is their -- We have now
13 raised it and under Loyola and the standards of
14 Loyola -- I mean, amending is proper any time before
15 judgment or even to --

16 THE COURT: Well, the last two Loyola factors are,
17 you know, could you have done it earlier and how early
18 have you done it. And, I mean, honestly, you know, I've
19 let people amend after I've said I'm granting summary
20 judgment to the other side. I am very liberal on
21 amending and I'm probably going to let you amend, but I
22 am troubled why it took so long.

23 And if your answer is, gee, we thought this
24 would be easy, I don't agree. I don't think -- In fact,

1 I disagree with their argument that would have been a
2 good thing for you to raise on a motion to dismiss
3 because everything that both of you have shown me is
4 this is an incredibly fact-driven inquiry, and that's
5 why I can't decide by virtue of this motion that it
6 couldn't possibly be preemption.

7 It looks to me like, you know, the state
8 courts struggled with cases for years and then finally
9 decide, oh, gee, this could be preemption, we better
10 send this plaintiff to the board to see if, you know,
11 this is -- is this okay with the board that we're about
12 to make this railroad go away or this railroad operation
13 go away.

14 So it's going to be very fact driven. You may
15 like these facts because they're more in your control
16 than the other facts, but it's not going to be simple.
17 So I don't like that answer, but I don't know that you
18 need to answer that question. You certainly don't need
19 to divulge client-attorney privileges.

20 I feel -- I'll just be completely candid with
21 you guys that this -- this boom boom punch is about
22 putting more pressure on the plaintiffs perhaps to
23 settle, perhaps to go away. I don't know. And it's a
24 pretty effective boom boom punch. It's like now we've

1 got an additional, perhaps, very valid defense to deal
2 with and we've got another party to deal with who is
3 going to make a motion, if I let him intervene, who is
4 going to try to remove the case, which it's not up to me
5 whether it gets removed or not.

6 So, you know, if I were you guys, I would be
7 feeling the heat and you probably are. And that's what
8 it feels like to me, let's heat it up on these guys.
9 That's what it feels like to me.

10 Is that a reason not to let you amend, is that
11 a reason not to let you assert what may be a valid
12 defense, no, but that's sort of where I come from.

13 MR. MATYAS: But at the end of --

14 THE COURT: So I think that turns me to him because
15 you're winning. So you know what they say when you're
16 winning.

17 MR. MATYAS: Yes.

18 MR. TOUHY: I stand here bloody but unbowed.

19 THE COURT: Okay.

20 MR. TOUHY: They are ganging up on us, but --

21 THE COURT: Yeah, they are.

22 MR. TOUHY: -- we're going to move forward. We're
23 the plaintiffs.

24 THE COURT: Okay.

1 MR. TOUHY: There's two things I want to touch on,
2 just two.

3 THE COURT: Okay.

4 MR. TOUHY: They're required to show that it's
5 timely, this affirmative defense, and they never had
6 previous opportunity.

7 THE COURT: It's not -- The Loyola standard is not
8 you never had previous opportunity. That's one of the
9 factors. Believe me, if that was a requirement nobody
10 would be able to amend.

11 MR. TOUHY: Well, that they had some opportunity.

12 THE COURT: That's a factor.

13 MR. TOUHY: And there's a couple of things to keep
14 in mind. In 2006 this dispute bubbles up between the
15 partnership and its agent, Weldbend and the railroad.

16 THE COURT: Right.

17 MR. TOUHY: Correspondence goes back and forth to
18 the railroad itself, Mr. Coffey, who has been practicing
19 railroad law for 28 years. He's an in-house lawyer. He
20 even has been recognized as an expert. In '08 we send a
21 draft complaint to them saying that
22 we're -- this is going nowhere, we can't resolve it, if
23 we can't resolve it quickly we're going to think about
24 filing this complaint.

1 So they certainly know that there's litigation
2 brewing at that point. They bring in Mr. Matyas who he
3 also advertises to the world that he's a railroad
4 expert. So presumably both Coffey and Matyas know about
5 the Interstate Commerce Act, they know about the
6 transportation board, and they sit on it. They sit on
7 it from '08. The complaint -- Our complaint filed
8 against -- filed in '13 --

9 THE COURT: But why? I mean, from your conspiracy
10 point of view, it -- why are they sitting on it?

11 MR. TOUHY: Why?

12 THE COURT: Yeah. Did they not think of it?

13 MR. TOUHY: Because they -- they recognize this is
14 exactly for what it is. This is a land dispute between
15 my client and them having to do with an easement which
16 is particularly and uniquely an issue of state law.

17 And by the way, Judge, there is only one party
18 using this track and that is Rail is using it to move
19 cars in and out of Ingredient. And that's the sole
20 purpose --

21 THE COURT: But Ingredient is not -- Ingredient is
22 a different party.

23 MR. TOUHY: They're not even -- they're not even a
24 party to any of these easements -- alleged easements,

1 prescriptive easements. They have a separate contract
2 with Belt that we're not even a party to.

3 THE COURT: I understand.

4 MR. TOUHY: And so they've got a beef -- They've
5 got a breach of contract with Rail.

6 THE COURT: But only Rail -- Wait, wait. I want to
7 understand your argument because it's not making sense
8 to me. Of course the railroad is the only one who uses
9 the railroad. We get that. But the question is they
10 use it to -- because of their contract with Corn to
11 bring things to Corn. Isn't that -- Doesn't that make
12 it not a private railroad? Of course the railroad is
13 who uses the railroad. The railroad is always who uses
14 the railroad.

15 MR. TOUHY: There is only one purpose of the spur
16 and that's to deliver corn to Ingredient.

17 THE COURT: But that's enough to make it
18 non-private at least as I read these cases. If the
19 railroad is just moving cars around for itself and not
20 delivering anything to anybody, then it might be private
21 and there might not be any argument for preemption.

22 MR. TOUHY: But, your Honor --

23 THE COURT: The fact that it's only one client
24 seems to me from the cases -- and believe me, as I said

1 at the outset, I have not dealt with this. The
2 airports, yes, those guys and them preempting I've dealt
3 with, but not the railroads. But it seems to me that
4 makes it not private.

5 MR. TOUHY: We don't have any contract with
6 Ingredient whatsoever.

7 THE COURT: But you know they're driving to
8 Ingredient. That's why he's standing there. He cares.

9 MR. TOUHY: But, your Honor, that's pursuant to a
10 contract between them. And if they -- If Rail can't
11 deliver it, then Ingredient has a breach of contract
12 action against Belt.

13 THE COURT: That's not my problem.

14 MR. TOUHY: That's right.

15 THE COURT: My point is -- my point is it's not
16 private. It's not private. Yes, they have to prove all
17 that and they have to prove preemption and the burden is
18 on them and blah-blah-blah. And I'm not at all deciding
19 that it's preemptive. Please don't understand me to
20 have decided that. But could it be? Is there any legal
21 reason why it absolutely could not be? I'm not
22 convinced.

23 MR. TOUHY: There's no -- But they have not come
24 into this courtroom and in any way even come close to

1 persuading anyone that this is timely.

2 THE COURT: Got that.

3 MR. TOUHY: Your Honor, they could have been in
4 here long ago.

5 THE COURT: That's true.

6 MR. TOUHY: We've got two expert railroad lawyers
7 allegedly both who were aware of this case for 6, 7, in
8 one instance 9 years going on 10. They know what
9 this -- these Federal statutes are and they know what
10 the transportation board is.

11 THE COURT: I do not think that I would be reversed
12 for abusing my discretion if I said it's too late, but I
13 much prefer that all cases -- But I think there's some
14 risk. I could be. And that would be even a greater
15 waste of time than the 6, 9, however you want to count
16 it, 3 years that they waited to do this. I could be
17 reversed.

18 And more importantly cases should be decided
19 on the merits including the merits of valid defenses. I
20 don't know if this is a valid defense, but if it is it
21 should be considered here. If, in fact, the National
22 Railway Board -- and I'm sorry I keep forgetting what
23 it's properly called, but if it really has an interest
24 here, that interest should be protected and I as a

1 little state court judge should not be ignoring that
2 interest.

3 Am I persuaded that there is such an interest,
4 no, but there could be. You haven't persuaded me that,
5 Judge, it just couldn't be true, it can't happen, it
6 won't happen, we promise you as a matter of law, here's
7 an on point case that says no, no, no, no, no. There is
8 no such case and you know there isn't such a case, and
9 so the possibility of that as a valid defense is out
10 there.

11 MR. TOUHY: At the same time they do have an
12 obligation to prove -- to satisfy this Court.

13 THE COURT: They should have asserted it long ago.
14 They should have. And I will tell you I join you in
15 some suspicion of the strength of that defense by virtue
16 of their delay in asserting it. I -- I -- I am suspect
17 of it. They are the experts. They know this stuff way
18 better than me and probably better than you because
19 you're not a railroad lawyer. And they should have
20 known long ago how good a defense it was and they should
21 have asserted it long ago, you know.

22 But, but, I am going to let them amend. I
23 would like it realleged with more specificity, however,
24 since you've now flushed out -- we've all flushed out

1 what the elements are. I think before they have to
2 answer it, I think it should be alleged with more
3 specificity. So I would give you whatever, 21 days and
4 then 20 -- We're not doing a motion to dismiss. You're
5 going to answer it, and then we're going to take
6 discovery on it. But first let them put in with more
7 specificity what -- And it could be alternative whether
8 it's per se or as applied, but give us the facts now
9 that we know kind of -- what kind of facts will support
10 it.

11 MR. TOUHY: Your Honor, I would ask one thing and
12 it's directed to that very thing is we're going to be
13 taking more discovery, I mean, unfortunately.

14 THE COURT: I'm not going to deprive you of
15 discovery.

16 MR. TOUHY: A well pled defense is going to help
17 us.

18 THE COURT: Right, will help you with discovery.
19 Right. That's part of why I want them to do it.

20 MR. TOUHY: You know, they have thrown every
21 roadblock to us in this case, four motions to dismiss
22 and --

23 THE COURT: Okay. We're not going to go back over
24 that.

1 MR. TOUHY: I know. It's just we are entitled to
2 know what they're saying.

3 THE COURT: I'm ahead of you. I gave it to you
4 before you even asked for it because I agree with you.
5 You should know with some specificity what it is that
6 they're going to rely on here. Okay. And so should the
7 federal court -- No. Just joking. All right. Very
8 unfortunate for you.

9 And now I'm looking at Belt, that this other
10 motion is before us on the same day that your motion to
11 amend because this is to me -- And this I know what I
12 think. This is inadvertent disclosure -- It's a prime
13 example of inadvertent disclosure. 30 subpoenas go out,
14 somebody doesn't catch that one of these went to
15 somebody who they believe -- and they haven't proved
16 this yet -- who they believe is a consulting expert,
17 then it gets caught, then they say give us -- you know,
18 don't send them the documents or let us look through
19 what you're going to send. They say too late, it's
20 already gone out, and they say give it back to us so we
21 can make sure there's no privileged documents.

22 Now, Belt's two arguments are waiver, which I
23 completely reject, and there's not even any privilege
24 here which I can't tell because I have to look at it in

1 the context of the documents that the plaintiffs claim
2 are privileged.

3 And, you know, if I'm generous to lawyers who
4 I think wait too long to amend, I'm certainly generous
5 to lawyers who in the context of complicated litigation
6 miss something that in hindsight they go, well, how did
7 we miss that. But I certainly can understand when 30
8 subpoenas go out why -- and I understand some of them --
9 that only eight of them were to people you didn't
10 control.

11 But in any event, you sent a form letter and
12 then realized wait, one of these was to somebody who
13 we -- we believe is a consulting expert and there could
14 be a work product privilege and we don't want those
15 documents disclosed. That's the kind of mistake even
16 the best lawyers could make, and I think we have some of
17 the best lawyers here. So it's inadvertent disclosure.
18 That's what it is.

19 MR. MATYAS: Judge, may I just say one thing?

20 THE COURT: Really briefly, but I'm pretty annoyed
21 I have to say, and I'm just going to be straight-forward
22 with you I am annoyed given your delay in asserting this
23 amendment that you would be so ungenerous to opposing
24 counsel on what is clearly nothing but a mistake.

1 MR. MATYAS: On the 22 subpoenas that we issued,
2 they filed five objections.

3 THE COURT: Okay.

4 MR. MATYAS: So it's not -- They pick -- They
5 cherry-pick. They decided where to make objections and
6 where to send form letters.

7 THE COURT: Okay.

8 MR. MATYAS: There is nothing inadvertent here.

9 THE COURT: Okay.

10 MR. MATYAS: So I'd like to share that with the
11 Court.

12 THE COURT: What's their strategy? What are they
13 trying to do? I mean, I --

14 MR. MATYAS: This is an after thought. There's
15 nothing consistent with what --

16 THE COURT: Oh. So he's never been a consulting
17 expert. If he's never been a consulting expert, then
18 there won't be any privilege and we'll deal with that
19 once they assert the privilege.

20 MR. MATYAS: The problem with that is if they
21 don't -- In their response, they cited cases from
22 Federal court from --

23 THE COURT: I didn't even read their cases. I
24 don't care about their cases. All I have to look at is

1 201P. That's all I have to look at.

2 MR. MATYAS: They don't seem to understand what the
3 scope is. This is a surveyor. A surveyor takes very
4 specific legal descriptions and applies it to the
5 documents.

6 THE COURT: Again, just like I'm not saying you
7 have preemption, I'm not saying they have a privilege.
8 I'm saying they have a right to clawback and see if they
9 want to assert a privilege. I am not saying that this
10 guy is an expert. I'm not saying he's a consulting
11 expert. I'm not saying that anything he wrote is or is
12 not privileged. We will deal with all that when they
13 assert the privilege.

14 I am saying that they are letting it go to you
15 without giving themselves an opportunity to assert a
16 privilege which they have not yet specifically asserted
17 was inadvertent, and they will have a chance to
18 clawback, look at it, assert a privilege, and then we
19 will deal with whether or not this guy really is a
20 consulting expert, whether they can draw a reasonable
21 line between him being a fact witness and him being an
22 expert.

23 I think it's unfortunate that you don't
24 apparently have an agreement with him as to when he

1 became a consulting expert. That's going to be
2 unfortunate for you, but all of that needs to be
3 decided, as I said, when this issue first arose in the
4 context of what, if anything, you're going to assert a
5 privilege about.

6 And we're probably going to have to sort it
7 out even if there's not a single document in this box
8 because my guess is when you depose this guy we're going
9 to get to the same issue. So we're going to have to
10 sort it out at some point.

11 I am not ruling against you on the substance
12 of that. I don't know that they can draw this line
13 between here's where he stopped being a fact witness and
14 here's where he -- But they may be able to.

15 MR. MATYAS: Can the record just reflect that your
16 Honor was looking at the plaintiff?

17 THE COURT: I am. I am saying that you may
18 ultimately win on the issue of whether this guy was
19 properly retained in any way as a consultant and stopped
20 being a fact witness. I don't know that. But I'm
21 certainly going to give them an opportunity to assert it
22 and to assert it in a way that protects work product.

23 MR. MATYAS: Okay.

24 THE COURT: So that is all I am saying.

1 And you guys are clear on that, right? I'm
2 not deciding the merits of the --

3 MR. TOUHY: That's what we've been proposing all
4 along.

5 THE COURT: Okay. And I'm very likely, if you
6 assert a privilege, probably going to have to look at
7 the documents in camera, but we don't even know --

8 MR. TOUHY: If there are any.

9 THE COURT: -- we don't even know if there are any.
10 If he sat in his office and came up with some grand
11 scheme of, you know, how you're going to win this case
12 and here it all is and, you know, put it -- tied it with
13 a bow and just never got it to you, that would be great.

14 MR. MATYAS: Well, that's interesting because there
15 are no to and from documents --

16 THE COURT: I understand that. So what? That just
17 goes to whether or not there's going to be privileged
18 documents. It doesn't go to whether or not there was
19 inadvertent disclosure of what could be. And this is an
20 unusual situation because they are coming from a third
21 party, but I think that's what makes it particularly
22 inadvertent.

23 It's one thing to keep control over your
24 associates. It's another thing to keep control over

1 your fact witness, slash, consulting expert which is
2 what this guy they say is. And we'll see if he is, but
3 not until you assert the privilege.

4 MR. TOUHY: Sounds good to me.

5 THE COURT: So give him back the box, assert the
6 privilege if you're going to, or give him back the box
7 and now --

8 MR. TOUHY: They've got the box.

9 THE COURT: Right. The defendants will give the
10 box to the plaintiffs. The plaintiffs will look at the
11 box and then give the box -- anything non-privileged
12 back to the defendants.

13 MR. MATYAS: 21 days for them to get us a privilege
14 log and for us to get whatever has been claimed?

15 THE COURT: Work it out. Given the holidays, if
16 you can't work on a schedule, let me know, but it is a
17 week before Christmas, so ...

18 MR. MATYAS: Okay. Very good.

19 MR. TOUHY: We'll work out a schedule. We're
20 always reasonable.

21 MR. MATYAS: Oh, please. Please. Anything but.

22 THE COURT: All right. We need an argument date on
23 the motion to intervene which is probably going to be
24 the next time I see you guys. We can also use that as a

1 status on anything else that needs to happen unless
2 you -- there is some in camera review you want me to do
3 in the interim in which case you can just call chambers
4 and talk to Amy and she will work out some logistics for
5 you on how to do that. Okay?

6 MR. MATYAS: Very good. Thank you.

7 THE COURT: And have a good Christmas everybody.
8 And all these orders should state the reasons stated on
9 the record the motion to amend is granted and the
10 motion -- I guess it's for a protective order. It's
11 really for a clawback order is how I view it because I'm
12 not protecting anything at this point. I'm simply
13 saying --

14 MR. TOUHY: A 201P.

15 THE COURT: A 201P order. Okay. All right. Thank
16 you, guys.

17 MR. TOUHY: And, Judge, in the order we can say
18 that they have leave to amend, but they're going to file
19 a new --

20 THE COURT: Right. Work out that schedule as well.

21 MR. TOUHY: Okay.

22 THE COURT: Again, it's the holidays. This case
23 is, according to you guys, 9 years old, 6 years old, 12
24 years old, however old it is --

1 MR. MATYAS: It's actually December of 2013.

2 THE COURT: That's how I look at it. That's the
3 first I knew of it.

4 MR. MATYAS: Thank you.

5 MR. TOUHY: Thank you very much, your Honor. Have
6 a good holiday.

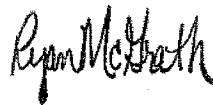
7 (Which were all the proceedings had
8 in the above-entitled cause.)
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1 STATE OF ILLINOIS)
2) SS.
3 COUNTY OF COOK)
4

5 Ryan McGrath, being first duly sworn, on oath
6 says that she is a Registered Professional Reporter
7 doing business in the City of Chicago, County of Cook
8 and the State of Illinois;

9 That she reported in shorthand the proceedings
10 had at the foregoing hearing;

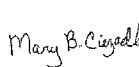
11 And that the foregoing is a true and correct
12 transcript of her shorthand notes so taken as aforesaid
13 and contains all the proceedings had at the said
14 hearing.

15 

16 RYAN McGRATH, CSR, RPR

17 CSR No. 084-004564

18
19 SUBSCRIBED AND SWORN TO
20 before me this 6th day of
21 January, A.D., 2015.

22  

23 NOTARY PUBLIC

0	25:8	assert 9:11 19:19 20:9,13,15,18 21:4,21,22 22:6 23:3,5	break 3:17	claimed 23:14
08 10:20 11:7	absolute 5:15	asserted 15:13,21 20:16	brewing 11:2	clawback 20:8,18 24:11
1	absolutely 6:16 13:21	asserting 15:16 18:22	briefing 3:1,9,11, 18	clear 22:1
10 14:8	abusing 14:12	associates 22:24	briefly 18:20	client 7:6 11:15 12:23
12 24:23	accommodate 6:7	assume 4:10	bring 4:9 11:2 12:11	client-attorney 8:19
13 11:8	Act 11:5	attorney-client 5:9	brought 5:6	close 13:24
2	action 13:12	aware 14:7	bubbles 10:14	Coffey 10:18 11:4
20 16:4	additional 9:1	B	burden 13:17	Commerce 11:5
2006 10:14	advertises 11:3	back 3:18 10:17 16:23 17:20 23:5, 6,12	burdensome 7:9	complaint 10:21, 24 11:7
2013 25:1	affirmative 10:5	based 4:11	busy 3:8	complete 6:2
2016 3:15	agent 10:15	basis 4:21	C	completely 8:20 17:23
201P 20:1 24:14, 15	agree 7:3,24 17:4	beef 12:4	call 24:3	complicated 18:5
21 3:5,14 16:3 23:13	agreement 5:22 20:24	behalf 2:17	called 14:23	confused 5:7
22 19:1	agreements 5:14, 15	believing 5:13	camera 22:7 24:2	considered 14:21
28 3:4,13 10:19	ahead 4:5 6:3 17:3	Belt 2:15,21 12:2 13:12 17:9	candid 7:4 8:20	consistent 19:15
3	airports 13:2	Belt's 17:22	candidly 7:2	conspiracy 11:9
3 2:22 14:16	alleged 11:24 16:2	bent 6:9	care 5:24 19:24	consultant 21:19
30 17:13 18:7	allegedly 14:7	Big 2:11	cares 13:8	consulting 17:16 18:13 19:16,17 20:10,20 21:1 23:1
39 3:16	alternative 16:7	bit 2:7 5:6	cars 11:19 12:19	context 18:1,5 21:4
6	amend 4:1,2,21 7:19,21 9:10 10:10 15:22 17:11 18:4 24:9,18	blah-blah-blah 13:18	case 5:13 9:4 14:7 15:7,8 16:21 22:11 24:3,22	continue 5:13 6:5
6 14:7,15 24:23	amending 7:14,21	bloody 9:18	cases 4:15 8:8 12:18,24 14:13,18 19:21,23,24	contract 12:1,5,10 13:5,10,11
7	amendment 18:23	board 8:10,11 11:6 14:10,22	catch 17:14	control 8:15 18:10 22:23,24
7 14:7	Amy 3:17 24:4	book 3:15	caught 17:17	convinced 13:22
9	annoyed 18:20,22	boom 8:21,24	chambers 24:3	cooperated 6:10
9 14:8,15 24:23	answering 7:1,2	bother 6:8	chance 20:17	corn 12:10,11,16
A	apparently 20:24	bow 22:13	cherry-pick 19:5	Correspondence 10:17
above-entitled	applied 16:8	box 21:7 23:5,6,8, 10,11	Chicago 2:9	cost 5:5,6
	applies 20:4	breach 12:5 13:11	Christmas 23:17 24:7	counsel 3:3 18:24
	argument 3:8,23 8:1 12:7,21 23:22		cited 19:21	count 6:13 14:15
	arguments 17:22		City 2:8	couple 10:13
	arose 21:3		claim 18:1	

court 2:1,4,6,11, 13,18,20 3:1,6,11, 15,17,22 5:11,16, 19 6:3,20,23 7:3, 16 9:14,19,21,24 10:3,7,12,16 11:9, 12,21 12:3,6,17,23 13:7,13,15 14:2,5, 11 15:1,12,13 16:14,18,23 17:3,7 18:20 19:3,7,9,11, 12,16,22,23 20:6 21:17,24 22:5,9,16 23:5,9,15,22 24:7, 15,20,22 25:2	depose 21:8 depositions 5:4 deprive 16:14 descriptions 20:4 directed 16:12 disagree 8:1 disclosed 18:15 disclosure 17:12, 13 18:17 22:19 discovery 5:3 6:6 7:8 16:6,13,15,18 discretion 14:12 dismiss 5:19 8:2 16:4,21 dispute 7:8 10:14 11:14 divulge 8:19 document 21:7 documents 6:11, 15 17:18,21 18:1, 15 20:5 22:7,15,18 draft 10:21 draw 20:20 21:12 driven 8:14 driving 13:7	event 18:11 exact 6:13 experience 7:6 expert 10:20 11:4 14:6 17:16 18:13 19:17 20:10,11,20, 22 21:1 23:1 experts 15:17 extremely 6:10	G ganging 9:20 gave 17:3 gee 7:23 8:9 generous 18:3,4 give 3:7,8 16:3,8 17:17,20 21:21 23:5,6,9,11 giving 20:15 good 2:2,14,16 8:2 15:20 23:4,18 24:6,7 25:6 grand 22:10 granted 24:9 granting 7:19 great 22:13 greater 14:14 guess 2:20 4:24 21:8 24:10 guy 20:10,19 21:8, 18 23:2 guys 2:21,23 3:6 8:21 9:6,8 13:2 22:1 23:24 24:16, 23	14:3 16:11 21:16 25:5 Honor's 7:1 huge 6:13,14,15
D D.C. 2:9 date 3:8,13 23:22 day 17:10 days 3:13,14,16 16:3 23:13 deal 6:10 9:1,2 19:18 20:12,19 dealt 13:1,2 December 25:1 decide 8:5,9 decided 13:20 14:18 19:5 21:3 deciding 13:18 22:2 defendants 23:9, 12 defense 5:15 6:4 9:1,12 10:5 14:20 15:9,15,20 16:16 defenses 14:19 delay 15:16 18:22 deliver 12:16 13:11 delivering 12:20	E E-mail 6:14 earlier 7:17 early 7:17 easement 5:14,15 11:15 easements 11:24 12:1 easy 6:18,24 7:24 effective 8:24 effort 6:13,14,15 elements 16:1 end 3:11,23 9:13 entitled 17:1	F fact 4:15 7:24 8:14 12:23 14:21 20:21 21:13,20 23:1 fact-driven 8:4 factor 10:12 factors 7:16 10:9 facts 4:9 8:15,16 16:8,9 factual 4:7 fair 5:8 familiar 4:14 federal 6:23 14:9 17:7 19:22 feel 8:20 feeling 9:7 feels 9:8,9 file 24:18 filed 11:7,8 19:2 filing 10:24 fill 2:11 finally 8:8 flushed 15:24 forgetting 14:22 form 18:11 19:6 forward 9:22 fourth 6:11,12 frustrated 7:7	H happen 15:5,6 24:1 hard 6:7,8,10 heat 9:7,8 Heitman 2:5 hindsight 18:6 holiday 3:4 25:6 holidays 23:15 24:22 honest 7:6 honestly 4:13 7:18 Honor 2:2,14,16 6:9 7:7 12:22 13:9	I ignoring 15:1 Illinois 2:8 importantly 14:18 in-house 10:19 inadvertent 17:12,13 18:17 19:8 20:17 22:19, 22 including 14:19 Incorporated 2:17 incredibly 8:4 Ingredient 2:17 11:19,21 12:16 13:6,8,11 inquiry 8:4 instance 14:8 intensive 4:16 interest 14:23,24 15:2,3 interesting 22:14 interim 24:3 interrogatories 6:12 Interstate 11:5 intervene 2:18 9:3 23:23 introduce 2:4 issue 4:7 11:16 21:3,9,18 issued 19:1
				J John 2:2,3 join 15:14

joking 17:7	18:16 19:5	obligation 15:12	practicing 10:18	proved 17:15
judge 11:17 15:1,5 18:19 24:17	makes 13:4 22:21	office 2:9 22:10	preempting 13:2	provided 4:15
judgment 7:15,20	making 12:7	operation 8:12	preemption 4:6, 10,12,13,17 8:6,9 12:21 13:17 20:7	punch 8:21,24
K	matter 15:6	opportunity 10:6, 8,11 20:15 21:21	preemptive 13:19	purpose 11:20 12:15
Kate 2:5	Matyas 2:14 5:9, 12,18 6:2,4,22 7:1, 5 9:13,17 11:2,4 18:19 19:1,4,8,10, 14,20 20:2 21:15, 23 22:14 23:13,18, 21 24:6 25:1,4	opposing 18:23	prefer 14:13	pursuant 13:9
Katharine 2:5		order 24:10,11,15, 17	prejudice 5:1	put 16:6 22:12
kind 16:9 18:15	Mcilwee 2:3,4,10, 12	orders 24:8	prescriptive 12:1	putting 8:22
knew 25:3		outset 13:1	pressure 8:22	Q
L	merits 4:20 5:24 14:19 22:2	overwhelmed 6:6	pretty 4:15 8:24 18:20	question 2:20 5:8 7:2 8:18 12:9
land 11:14	mind 6:16 10:14	P	previous 10:6,8	quickly 10:23
late 14:12 17:19	minds 6:22	part 6:14 16:19	prime 17:12	R
law 10:19 11:16 15:6	minute 3:21	partnership 10:15	private 4:18 12:12,20 13:4,16	Rail 11:18 12:5,6 13:10
lawyer 4:22 10:19 15:19	misguided 7:4	party 9:2 11:17,22, 24 12:2 22:21	privilege 5:10 17:23 18:14 19:18, 19 20:7,9,13,16,18 21:5 22:6 23:3,6, 13	railroad 4:19,22 8:12 10:15,18,19 11:3 12:8,9,12,13, 14,19 14:6 15:19
lawyers 3:8 14:6 18:3,5,16,17	mistake 18:15,24	people 7:19 18:9	privileged 17:21 18:2 20:12 22:17	railroads 13:3
leave 3:2,19 24:18	moment 2:3	Perry 2:16,19 3:20	privileges 8:19	Railway 14:22
legal 13:20 20:4	morning 2:2,14, 16	perspective 4:20	problem 13:13 19:20	raise 8:2
letter 18:11	motion 2:23 4:1,2 5:19 8:2,5 9:3 16:4 17:10 23:23 24:9, 10	persuaded 5:20, 21 15:3,4	proceedings 25:7	raised 7:13
letters 19:6	motions 16:21	persuading 14:1	produced 6:12	read 12:18 19:23
letting 20:14	move 9:22 11:18	pick 19:4	product 18:14 21:22	realized 18:12
liberal 7:20	moved 2:9	place 5:7	promise 15:6	realleged 15:23
litigation 11:1 18:5	moving 12:19	plaintiff 8:10 21:16	proper 7:14	reargue 5:16
log 23:14	N	plaintiff's 6:7	properly 14:23 21:19	reason 9:10,11 13:21
logistics 24:4	names 2:1	plaintiffs 7:9 8:22 9:23 18:1 23:10	proposing 22:3	reasonable 20:20 23:20
long 2:8 3:24 7:22 14:4 15:13,20,21 18:4	National 14:21	plead 4:9	protected 14:24	reasons 24:8
lot 6:15	non-private 12:18	pleading 4:8,11	protecting 24:12	recognize 11:13
Loyola 7:13,14,16 10:7	non-privileged 23:11	pled 4:8 16:16	protective 24:10	recognized 10:20
M	nonparty 2:17	point 4:3 11:2,10 13:15 15:7 21:10 24:12	protects 21:22	record 2:1 21:15 24:9
make 8:12 9:3 12:11,17 17:21	O	possibility 4:17 15:9	prove 13:16,17 15:12	reflect 21:15
	objections 19:2,5	possibly 8:6		reject 17:23

rely 17:6	share 19:10	strength 15:15	16:11,16,20 17:1	week 23:17
remember 2:4	shoes 2:11	strictly 4:17	22:3,8 23:4,8,19	Weldbend 10:15
remove 9:4	show 10:4	struggled 8:8	24:14,17,21 25:5	whatsoever 13:6
removed 9:5	shown 8:3	stuff 15:17	track 4:18 11:18	win 5:19,24 21:18
request 6:8,11	side 7:20	subpoenas 17:13	transportation	22:11
requests 7:8	simple 5:12 8:16	18:8 19:1	11:6 14:10	winning 9:15,16
required 10:4	simply 24:12	substance 21:11	troubled 7:22	word 6:6
requirement 10:9	single 21:7	sufficiently 4:8	true 4:19 5:21 14:5	work 3:6,18 18:14
resident 2:8	sit 11:6	summary 7:19	15:5	21:22 23:15,16,19
resolve 4:7 10:22, 23	sitting 11:10	support 16:9	turns 9:14	24:4,20
respond 4:3	situation 22:20	surprising 7:11	U	worked 6:7,8,10
response 19:21	slash 23:1	surveyor 20:3	ultimately 21:18	world 11:3
retained 21:19	sole 11:19	suspect 15:16	unbowed 9:18	wrote 20:11
retake 5:4	sort 9:12 21:6,10	suspicion 15:15	understand 5:17	Y
reversed 14:11,17	Sounds 23:4	T	12:3,7 13:19 18:7,	years 2:22 8:8
review 24:2	specific 20:4	takes 5:23 20:3	8 20:2 22:16	10:19 14:8,16
risk 14:14	specifically 4:14	taking 16:13	understatement	24:23,24
roadblock 16:21	20:16	talk 4:1 24:4	7:10	
Rodney 2:16	specificity 15:23	talked 3:3	unfortunate 17:8	
ruling 4:4 21:11	16:3,7 17:5	Terrific 3:10	20:23 21:2	
S	spur 12:15	thing 8:2 16:11,12	ungenerous	
sat 22:10	stand 9:18	18:19 22:23,24	18:23	
satisfy 15:12	standard 10:7	things 10:1,13	uniquely 11:16	
schedule 3:2,9, 12,18 23:16,19	standards 7:13	12:11	unusual 22:20	
24:20	standing 13:8	thinking 4:2,5,6	usual 3:4	
scheme 22:11	start 6:17 7:11	thought 6:2 7:23	V	
scope 4:10,13	started 5:13 6:4	19:14	valid 9:1,11 14:19,	
20:3	state 2:1,8 8:7	thrown 16:20	20 15:9	
Seeking 2:18	11:16 15:1 24:8	tied 22:12	view 11:10 24:11	
send 8:10 10:20	stated 24:8	time 4:23,24 7:14	virtue 8:5 15:15	
17:18,19 19:6	status 24:1	14:15 15:11 23:24	W	
Sending 6:23	statutes 14:9	timely 10:5 14:1	wait 12:6 18:4,12	
sense 12:7	stay 3:19	Tom 2:14	waited 14:16	
separate 12:1	stick 3:8,20,22	touch 10:1	waiver 17:22	
set 3:1,23	stopped 21:13,19	Touhy 2:2,7,24	waiving 5:9	
settle 8:23	straight-forward	3:3,10,13,16 9:18,	Washington 2:9	
	6:18 18:21	20,22 10:1,4,11,	waste 14:15	
	strategy 19:12	13,17 11:11,13,23		
		12:4,15,22 13:5,9,		
		14,23 14:3,6 15:11		

Exhibit 4

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

Carlas Viking Partners

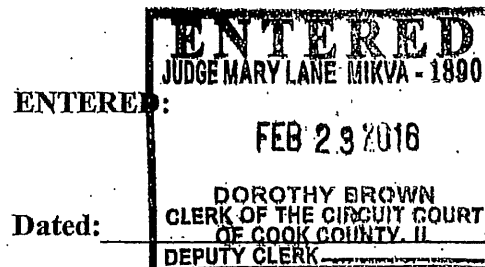
v.

No. 13CH28409The Belt Railway Company

Case Management ORDER

This matter coming before the Court for status, on Ingridian Incorporated's Motion to Intervene, and Carlas Viking Partners and Belt Railway's Agreed Motion to Modify the Case Management Order, the Court being advised of the premises, it is hereby ordered:

- ① Ingridian's motion to intervene is granted for reasons stated on the record
- ② All fact discovery shall be completed by July 29, 2016
- ③ All parties shall answer all Rule 213(f)(i) interrogatories by May 31, 2016
- ④ The parties shall produce emails, on a rolling basis, by March 14, 2016
- ⑤ Belt to produce emails, on a rolling basis, by March 14, 2016
- ⑥ The case is continued for status on August 15, 2016, at 9:30 am in Courtroom 2508
- ⑦ The status set March 8, 2016 is stricken.

Atty. No.: 40886Name: Podew, Perry/Bryan Cave LLPAtty. for: IngridianAddress: 1141 N. Clark St., Ste 400City/State/Zip: Chicago, IL 60601Telephone: (312) 602-5000

Dated: _____

Judge

Judge's No.

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

Exhibit 5

STATE OF ILLINOIS)
)
COUNTY OF C O O K)

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - CHANCERY DIVISION

COULAS VIKING PARTNERS, L.P.,)
a Delaware limited partnership,)

Plaintiff,)
)

vs.) No. 13 CH 28409
)

THE BELT RAILWAY COMPANY OF)
CHICAGO, an Illinois)
corporation,)

Defendant.)

REPORT OF PROCEEDINGS at the hearing of the
above-entitled cause before the Honorable MARY MIKVA,
Judge of Courtroom 2508, Richard J. Daley Center,
Chicago, Illinois, on February 23, 2016, commencing
at the hour of 10:34 a.m. before Roselind C. Pisano,
C.S.R. No. 084-002031.

1 APPEARANCES:

2 BAKER & HOSTETLER LLP
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12

13 LOCKE LORD LLP
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22

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rrperry@bryancave.com,
Representing Ingredion, Inc.

25 ALSO PRESENT:

26 MR. JOSEPH HOSTENY
27 Coulas Viking Partners in-house counsel.
28
29
30
31
32
33
34

1 THE CLERK: Court is back in session. The
2 Honorable Judge Mary Mikva is presiding. Please be
3 seated.

4 Coulas versus Belt Railway.

5 THE COURT: You know who you are.

6 MR. TOUHY: Morning, your Honor. John Touhy and
7 John McIlwee on behalf of the plaintiff, Coulas
8 Viking Partners. And also I would like to introduce
9 your Honor to Mr. Joseph Hosteny, who is in the back
10 of the courtroom. He is the general counsel of
11 Coulas Viking Partners. He is the client.

12 MR. PERRY: Good morning, your Honor. Rodney
13 Perry on behalf of third-party petitioner Ingredion,
14 Incorporated.

15 MR. MATYAS: Good morning, your Honor. Tom
16 Matyas and Aaron Hersh for Belt Railway.

17 THE COURT: This is the petition to intervene.
18 And this is not a ruling, but I'll tell you where I
19 start, which is I don't like it but -- and I do think
20 the only real issue is whether it is timely. And I
21 do think that the statute is supposed to be liberally
22 construed in favor of intervention. And I don't
23 think that the knowledge that Corn Products had of
24 Ingredion's -- you all keep changing your names, but

1 you know who you are. Ingredion had of the
2 controversy is what we look at. We look at when they
3 had knowledge of the suit.

4 I think that we take them at face value that
5 they didn't have knowledge of the suit until April of
6 2015. They filed in December of 2015. Their
7 rationale for that period is not exactly clear to me
8 why you can't look -- gather documents and file
9 lawsuits at the same time. But it is not such a long
10 period that I am troubled by it.

11 So I guess, to me, the real issue is
12 timeliness. I think the timeliness is a close
13 question but that we err in favor of intervention.
14 And once that hurdle is passed, I think that they
15 likely have a right to intervene as someone situated
16 as to be adversely affected by the disposition of
17 property subject to the disposition of court order.

18 And I also think that they have -- that they
19 would be a good candidate for discretionary
20 intervention because there are certainly questions of
21 law or fact in common with the main case.

22 So that's sort of where I am and that sort
23 of puts it back to you.

24 As I said, I don't like the delay. However,

1 unfortunately -- and to some extent I blame all of
2 us, including me, but mostly the defendants have
3 managed to slow down the pace of this case through
4 numerous motions.

5 But we haven't gotten very far. It is not
6 like we are on the verge of trial or that I have
7 entered judgment. And there have been cases cited by
8 the parties that have allowed intervention far, far,
9 farther down the track than we are.

10 So that's where I am. Convince me
11 otherwise, because I really don't like the idea of it
12 being removed. I have made that clear, but that's
13 totally not up to me.

14 MR. TOUHY: I think your instinct is right on
15 the money, and I'll tell you why.

16 THE COURT: My instinct is that I have to let
17 them intervene.

18 MR. TOUHY: But your instinct is that you don't
19 like it, and I'll tell you why I agree with you.
20 They don't have a right to intervene in this case.
21 Supposedly the adverse results that will occur to
22 them or accrue to them as a result of the resolution
23 of this lawsuit don't have to do with the harm that
24 it is possible that they will suffer.

1 They have a track license agreement with
2 Belt. We are not a party to it. As a matter of
3 fact, we didn't even know it was entered into. We
4 got it in discovery. Under that track license
5 agreement they are a licensee. Right?

6 So Belt has all the rights that it has
7 pursuant to the easement agreements that have been in
8 existence, and we have been going through those,
9 which, of course, we terminated in '09.

10 Now, if Belt can't deliver to the licensee
11 what it says it can deliver in the licensor, that's
12 not on us. That is their rights against Belt. And
13 they can bring that lawsuit at any time. It is a
14 breach of contract anytime, anyplace within the next
15 ten years after the breach occurs.

16 THE COURT: Let me understand for just a second.
17 I think what you are arguing -- and it has some
18 merit, but I'm not sure it gets resolved in this way
19 at this point -- is they don't really have a claim
20 here. You are really saying if they sued you --
21 forget about Belt. If Corn Products, Ingredion sued
22 you, you file a motion to dismiss and it would be
23 granted immediately because they have no claim here.
24 They have no property rights interest.

1 Is that really what you are saying, they
2 simply don't have a claim against you?

3 MR. TOUHY: That is what we are saying, and in a
4 motion to dismiss that will be brought up. But the
5 question is whether they have a right to come into
6 this lawsuit at this point in time more than two
7 years after it was filed.

8 The timeliness issue, I would agree with
9 your Honor. At the very minimum they get the
10 subpoena in April of 2015. They say for the next
11 seven months they collect documents.

12 I can tell, your Honor, that I -- we had
13 conversations with them as soon as the subpoena was
14 issued. I had conversations with them, my associates
15 had conversations with them, other lawyers. We told
16 them exactly what this lawsuit was about and what we
17 were looking for. There was no mistake.

18 And you are right, they obscure it in their
19 papers because they don't have a good excuse. So
20 when you don't; obscure.

21 The fact of the matter is in April they get
22 the subpoena. They don't even file this motion to
23 intervene until December, seven months later.

24 Now, what's this all about?

1 You know, Judge, I was reading the papers
2 again last night and what just jumped off the page
3 was at exactly the same time in December that Belt
4 files its affirmative defense alleging preemption to
5 the Service Transportation Board -- and that's the
6 proper venue. At exactly the same time that that
7 happens, these fellas come in here with a petition to
8 intervene and allege essentially the same thing. But
9 they want to remove it to federal court.

10 Now isn't that an incredible coincidence?
11 Because Belt had the same right at the beginning of
12 this lawsuit under the preemption theory under the
13 ICCTA and the Surface Transportation Board to try to
14 remove this.

15 They blew it. They had to file that
16 petition within 30 days of being sued. They golfed
17 it.

18 Now what do they do?

19 THE COURT: What's that verb?

20 MR. TOUHY: Golf.

21 THE COURT: Spell that.

22 MR. TOUHY: G-o-l-f. I don't want my Chicago
23 accent getting in the way here. They blew it.

24 THE COURT: They blew it. That one I

1 understand.

2 MR. TOUHY: They missed it. And now they are
3 sitting there with whatever effort of chance they had
4 to remove this to federal court gone. How do they
5 get it back?

6 THE COURT: I agree. Your instinct as to the
7 tactics here is exactly my instinct. But I don't
8 know that that determines the legal issue.

9 People come in all the time and add parties
10 so they can get an SOJ once they realize they don't
11 want Judge Mikva to decide their case. People do
12 that all the time. Tactics is part of what you guys
13 get the big bucks for.

14 It doesn't decide -- sometimes it works and
15 sometimes it doesn't. But we don't rule just to
16 subvert the tactics.

17 MR. TOUHY: Absolutely true. 408(a) gives them
18 the right to intervene. They don't have it because
19 this adverse result is what would happen if we win
20 the lawsuit. It doesn't affect the right of remedy
21 that they have. That remedy is against Belt.

22 So now you have to look at 408(b), which is
23 a permissive intervention.

24 THE COURT: Stay with 408(a). Why does 408(a)

1 not apply?

2 MR. TOUHY: You have to have a statute that
3 gives them a right and they don't have --

4 THE COURT: No. I think it is 408(a)(3).
5 Adverse affected by the -- by the court order. And
6 the court order you are asking me for is to eject
7 Belt and that will adversely affect them.

8 MR. TOUHY: If we take their allegations at face
9 value, they will suffer damages, they will suffer
10 harm.

11 THE COURT: Right.

12 MR. TOUHY: Those harms are not something they
13 can recover from us under no set of circumstances.
14 If they can't use the rail, they claim that they will
15 be forced to go out and arrange other kinds of
16 transportation. It will -- as a matter of fact, they
17 say likely to be more costly. Although by the time
18 they filed their reply, it is now catastrophic.

19 THE COURT: Whatever. It doesn't have to be
20 fatal. It just has to be consequences. There will
21 be consequences.

22 MR. TOUHY: They say it will be more expensive
23 to transport these goods --

24 THE COURT: It will definitely be disruptive to

1 their business.

2 MR. TOUHY: They say they'll suffer some
3 damages.

4 THE COURT: Does -- 408(a)(3) does not apply?

5 MR. TOUHY: Because they can't get those damages
6 from us.

7 THE COURT: It doesn't say they have to get the
8 damages from you.

9 MR. TOUHY: It says that they have to suffer an
10 adverse result. All they --

11 THE COURT: Adversely affected by the court
12 order. They would be adversely affected by the court
13 order. Whether they can recover some of that against
14 Belt, which is disputed because Belt says the
15 contract lets them terminate, but whatever. They
16 will be adversely affected.

17 Unless I am misreading the statute, I think
18 they fall clearly within that and pretty strongly
19 within that. I really am inviting you to tell me how
20 I am misreading the statute.

21 I don't understand that they have to be
22 harmed in a way that would give rise to -- I don't
23 know. How am I not reading the statute right?

24 MR. TOUHY: Their remedy, your Honor, is against

1 Belt, it's not against us. Whatever right --

2 THE COURT: Unless they are a third-party
3 beneficiary or they have a perspective easement. I
4 mean they have certain claims that they are making
5 against you.

6 I don't know whether those are good claims
7 or not, but you are making claims against them, are
8 you not.

9 MR. PERRY: By way of defenses, your Honor,
10 because --

11 THE COURT: Right, by way of defenses.

12 MR. PERRY: I will let counsel --

13 THE COURT: I don't mean to interrupt. I just
14 want to be clear that you are asking -- you're making
15 certain legal -- you're asserting certain legal
16 rights vis-à-vis that?

17 MR. PERRY: Right. And that would preclude
18 Viking from obtaining the relief that they request.

19 THE COURT: Against Belt?

20 MR. PERRY: Against Belt. That would be
21 disruptive of my client's business.

22 THE COURT: Anyway, I don't want to invite you
23 to do what you are very patiently not doing.

24 MR. PERRY: I'll wait my turn.

1 THE COURT: Okay. Go ahead.

2 MR. TOUHY: The central issue in this case is
3 whether Belt has a valid easement.

4 THE COURT: Right.

5 MR. TOUHY: Right?

6 THE COURT: I think we all agree with that.

7 MR. TOUHY: And there is no -- recall back to
8 the 1909 agreements and all the subsequent agreements
9 in which the easement that was originally granted was
10 assigned to Belt.

11 So Belt is the only one standing in this
12 courtroom who has an easement pursuant to a written
13 agreement unless, and of course, we say it is no
14 longer valid because we terminated it. But it is the
15 validity of Belt's easement that is the central issue
16 in this case.

17 THE COURT: Right.

18 MR. TOUHY: Corn assigned the original easement
19 to Belt. No dispute about that. They say that in
20 their papers.

21 THE COURT: Correct.

22 MR. TOUHY: They attach this license agreement
23 in which they have -- now have a merger clause which
24 says that all prior representations and

1 understandings between them and Belt are superseded
2 and are now merged into this track license agreement.

3 It is the only agreement. The only
4 agreement. There can't be any oral understandings,
5 there can't be a wink and a nod that they have
6 additional rights. Any rights that they have to the
7 use of this spur is based upon that track license
8 agreement. That's it. We are not a party to it.

9 By the way, no one forced them to enter into
10 it. They entered into it with Belt with an
11 integration clause in it, and it's as good an
12 integration clause and a merger clause as I've seen.
13 If I had to draft it, I would have drafted that one.

14 So there is no prior understandings. There
15 is no prior agreements. There is no prior reps that
16 they can bring to this court.

17 And as a result, they don't have an adverse
18 result. Their cause of action is against Belt.

19 And whatever the easement issue that we
20 argue with Belt and however that comes out, they are
21 sitting on the sidelines to that.

22 If we win, they have a cause of action for
23 breach of the track license agreement against Belt.

24 If we lose, then Belt can go ahead and honor

1 the agreement or enter into a new one.

2 THE COURT: Okay.

3 MR. TOUHY: Now, your Honor, at the same time
4 408(e) allows you to look at prejudice and delay.
5 And we've got both of those here. The fact of the
6 matter is in their petition to remove, they need
7 Belt's consent to the removal, and low and behold,
8 they've got it.

9 These fellas have talked together. They
10 have agreed that they are going to remove this case
11 to federal court, even though Belt blew it two years
12 ago. They are going to resurrect it and drag us into
13 federal court to fight the removal.

14 We are going to win it. We're going to
15 bring this back -- by the way, we've shown that you
16 can decide the very issues.

17 THE COURT: Right. I do know that, they know
18 that.

19 MR. TOUHY: So the cost to us increases, the
20 delay to us increases. We are fighting two people
21 now. We are in two separate courts. Eventually we
22 will be back here. It is going to be a lot more
23 expensive for us, and that's a significant prejudice.

24 THE COURT: I don't think this is determinative,

1 but they say if they don't let us do this, Judge, we
2 are going to file our own lawsuit because we do
3 believe we have a lawsuit. It will be equally
4 expensive to you either way.

5 MR. TOUHY: We may get that stayed until this
6 thing is resolved, in which case we won't incur any
7 expenses with them. They can file, that's absolutely
8 true. The question is whether they get to come into
9 this lawsuit at this time.

10 You know, Judge, they cited some 7th Circuit
11 law to you. I don't mind the 7th Circuit; it can be
12 helpful from time to time.

13 Let me just read to you the two cases they
14 cited on the issue of timeliness. "Its timeliness
15 should be determined from the time the potential
16 intervenors will learn their interest might be
17 impaired."

18 And then another case tells us that "The
19 court must consider the length of time they knew or
20 should have known of their interests in this case."

21 Two cases they put in front of you and ask
22 you to follow.

23 They aren't timely, and as a result they
24 can't come in here as a -- under certainly 408 as a

1 matter of right. Then they gotta --

2 THE COURT: They have to be timely under either.

3 MR. TOUHY: That's correct. Basically, Judge,
4 what they are saying is give us a break. Exercise
5 discretion and let us come in to here.

6 THE COURT: I'll tell you, it's a different
7 test. But the fact that over your strong
8 exception -- strong objection I let them amend, let
9 them be -- Belt Railway amend to add the preemption
10 defense in December, it would seem to me to be
11 inconsistent to then not allow Corn Products to
12 intervene because both look, in part, to timeliness
13 and prejudice and some of the same kinds of
14 considerations.

15 Again, I thought it was close on that
16 question and I think this one is close too. But it
17 feels to me that if I was right then -- and you
18 already tried to convince me I wasn't and didn't.
19 That if I was right then, I would be wrong now to say
20 yeah, it's not too late to add this additional
21 defense, but it's too late to intervene.

22 That seems to be the intention.

23 MR. TOUHY: Today I have a better argument and I
24 have a better case than I had back then. And it was

1 close. You told us it was close.

2 THE COURT: It was close.

3 MR. TOUHY: Really close. And, Judge, it's not
4 close here. Because, first of all, they are in the
5 lawsuit. That lawsuit has been going on for quite
6 some time.

7 Second, their affirmative defense says that
8 this case should be in front of the Surface
9 Transportation Board. It's the wrong venue. That's
10 all that that affirmative defense says. Okay?

11 That the ICCTA says it preempts this court
12 from hearing it and it should go to the Surface
13 Transportation Board.

14 They are now saying we're in the wrong
15 courtroom. We should be over in federal court. And
16 once we get into federal court, we are going to ask
17 it to send us to the Surface Transportation Board.
18 We are going to be fighting in federal court and then
19 moving over to the Surface Transportation Board.

20 Second, they are asking you to do this when
21 they are not even a party to the contract. They are
22 not a party to the easement agreement. They assigned
23 all right, title and interest in that agreement to
24 Belt.

1 So they stayed here in a much weakened
2 position, a much less compelling position than Belt
3 had when we filed this lawsuit.

4 All they can do is claim that they are a
5 licensee under that track license agreement. If they
6 say we are a third-party beneficiary, all you have to
7 do is look at the track license agreement.

8 I am not a party to that. They signed it.
9 It is the legal effect it has on them, the two
10 voluntary parties to the agreement. Well drafted,
11 presumably by lawyers, in which there was just a
12 wonderfully strong, unambiguous merger clause.

13 So, your Honor, it is not the same situation
14 that you are faced with when you hesitantly -- I
15 shouldn't say hesitantly -- you are never hesitant.
16 You said it was a close call and you gave Belt a
17 chance to come in here. That was, in essence, to go
18 to the Surface Transportation Board.

19 You are now letting them -- inviting them --
20 letting them come into this lawsuit, and the first
21 thing they told you is we are taking it away from
22 you. We are going to move it over to federal court
23 and we are going to win over there and we're going to
24 come right back here.

1 THE COURT: I think they thought that would
2 curry favor, but, in fact, it makes me -- as I have
3 made clear to them, I don't like it. I just don't
4 like a new judge having to take over this case after
5 two years of work here. It doesn't make sense to me.

6 MR. TOUHY: That's point C in my outline, but
7 that's exactly right.

8 THE COURT: It is all supposed to be about
9 efficiency ultimately. What's the most efficient way
10 to get to the right, quote, unquote, answer.

11 MR. TOUHY: The street wisdom out there is any
12 state court judge will jump at an opportunity to get
13 rid of a case. We know that that's not true, but a
14 lot of times that's what motivates people to file
15 motions in this court.

16 They thought you would jump at the
17 opportunity to send this over to federal court and be
18 done with it. Well, the fact of the matter is we're
19 now going to be giving a federal judge a case if he
20 keeps it -- or if she keeps it.

21 THE COURT: They have girl judges over there,
22 too.

23 MR. TOUHY: He or she. And they are going to be
24 two years behind. And that is not an efficient way

1 to use this court's time or the federal court's time.

2 She may not decide to pursue this in the same way you
3 have. She may make different rulings and then we
4 will be all over the place.

5 In the meanwhile, Judge, we stay in here, it
6 is more than two years since we filed this lawsuit.
7 We pay the taxes every year on this property. We
8 cannot lease it, we cannot sell it. It is almost
9 \$40,000 year in, year out and no one is paying us
10 back that money.

11 We are trying to clear title on this -- we
12 are trying to allow ourselves to have a clear title,
13 an unencumbered title in order to use that property
14 as we're entitled because we do own it. No one has
15 ever argued that we don't. And yet everything here
16 prevents us from actually having the benefits of the
17 property that we own.

18 Judge, what I am really going to urge you is
19 that this is not the same analysis as on the affirmative
20 defense.

21 THE COURT: And I don't think it's identical.
22 Anyway, I am going to turn to you and I'll come back
23 to you.

24 But the timing, as I am pretty clear on and

1 certainly I want you to address that, particularly
2 what you were doing from April until December. But
3 also the plaintiff's point, which is not part, I
4 don't believe, a motion of the cases that you all
5 cited.

6 But I think what he is really saying is they
7 don't belong -- they don't have a case here. They
8 are not -- whatever rights they have, they have under
9 their agreement with Belt has nothing to do with what
10 rights Belt has to us. They have no dog in this
11 fight, so don't let them intervene, Judge, because
12 they don't belong here.

13 MR. PERRY: Sure. And I think that's a complete
14 misstatement of the position that we have asserted in
15 this case and the law, your Honor. And I would note
16 that counsel has not come forward with one piece of
17 authority to support any of his positions in that
18 respect.

19 THE COURT: Well, to some extent the burden is
20 on you. What is your claim here? What is your claim
21 here?

22 MR. PERRY: We are not -- at this point we are
23 seeking to intervene to pursue claims against the
24 plaintiff. The plaintiff has filed a lawsuit seeking

1 to remove the spur track that my client relies on
2 to operate his business.

3 THE COURT: Right. You definitely are being
4 hurt. But do you have any right to preclude them
5 from doing that? That's the question.

6 MR. PERRY: Sure. And we have set forth in our
7 papers, your Honor, that we believe that Ingredion
8 could pursue a claim for prescriptive easement in its
9 own right.

10 THE COURT: Because they have been using it?

11 MR. PERRY: They were the original grantee of
12 the easements. They built the spur line. This spur
13 line was built to accommodate their manufacturing
14 facility in Argo, Illinois. The complete facility,
15 the infrastructure was built around this track.

16 So for plaintiff to suggest that they have
17 no interest or don't have a claim or stake in this
18 litigation is just completely incorrect.

19 Secondly, plaintiff's counsel is completely
20 mistaken with respect to the track license agreement
21 and overstates the scope of that agreement. If your
22 Honor reads that agreement, it doesn't say that
23 Ingredion is a licensee or that it governs
24 Ingredion's right to use that spur line.

1 What it covers is -- and what it addresses
2 is the -- and what it is is an agreement between Belt
3 and Ingredion on storage of rail cars. What happens
4 when Belt is prepared to bring rail cars into the
5 Ingredion facility, what happens when Ingredion has
6 empty cars that it has dumped the corn into the
7 dumping facility at the plant. What happens in those
8 instances.

9 That agreement was created simply to address
10 kind of operational and logistical issues. Ingredion
11 is claiming, if you look at our papers, that we have
12 some interest in the use and benefit of the spur line
13 pursuant to those easement agreements complete and
14 separate from the track license agreement.

15 THE COURT: It makes sense to me that you could
16 have an integration clause, a good strong, as he is
17 saying, well-written, well-drafted integration clause
18 as to your rights vis-à-vis each other, but I don't
19 know that you would -- that would define whatever
20 rights you might have vis-à-vis Coulas Viking.

21 MR. PERRY: If Ingredion is able to establish a
22 prescriptive easement in its own right, that means
23 that the relief that Coulas is seeking they cannot
24 obtain. Ingredion will have a right to use into the

1 benefit of that spur line independent of Belt.

2 THE COURT: Right. I mean it doesn't sound like
3 a great claim to me, but I don't feel ready to say
4 now, and this isn't going to come back to you, that
5 that couldn't possibly be true.

6 MR. PERRY: Absolutely. They certainly have not
7 put forth any authority to say that that's not true.
8 Their claim -- their argument that Ingredion is not a
9 third-party beneficiary of the easement agreement is
10 weak, at best, your Honor. They just say Ingredion
11 is not a third-party beneficiary under the easement
12 agreements because the agreements don't say that they
13 are a third-party beneficiary.

14 THE COURT: Who wants to be a contemplated
15 third-party beneficiary, don't you?

16 MR. PERRY: Absolutely, you Honor. And here is
17 how we are a contemplated third-party. Ingredion, or
18 Corn Products, was the original grantee of the
19 easement agreements. The subsequent agreements
20 specifically reference and were for the purpose of
21 Ingredion's benefit to have the benefit of the
22 easement to get corn into its facility. It's pretty
23 clear.

24 THE COURT: I don't know if it's clear, but it's

1 certainly possible, certainly potentially possible.

2 Because back in the day when all this was going on

3 you were right in there is what you are saying.

4 Everybody knew it was --

5 MR. PERRY: To get corn into the facility, yes.

6 THE COURT: Okay. Okay.

7 MR. TOUHY: Your Honor --

8 THE COURT: No. No. I'll come back to you.

9 You have to wait. He has to address --

10 MR. TOUHY: All right. That's fair.

11 THE COURT: I sort of think this whole validity

12 of your claim, do we have a claim here is not quite

13 fully fleshed out partly because it is a little

14 confusing. Because you are right, you are a

15 defendant, you are not trying to assert a claim, you

16 are trying to assert a defense and right now all you

17 are trying to do is intervene to assert that defense.

18 It is not really in a good posture for like

19 a motion to dismiss, which is kind of what he is

20 arguing. There is nothing here, Judge. They have

21 nothing to say.

22 So I don't feel quite ready to decide it.

23 But you have articulated enough for me to say it is

24 not something that is just frivolous on its face in

1 terms of us being able -- us, Corn Products, being
2 able to assert an interest here that is our own and
3 separate and apart. Maybe fully protected by,
4 because I'm not really relying on that prong as much
5 as the prong that you are going to be impacted, but
6 it is our own interest.

7 MR. PERRY: Sure.

8 THE COURT: Belt Railway, for them it is simply
9 loss of money. For us it is true disruption of our
10 whole business model and how we do things and it is
11 our own loss.

12 MR. PERRY: Absolutely. Your Honor is spot on.
13 In that case I will address the timeliness issue.

14 THE COURT: Yes, address the timeliness.

15 MR. PERRY: We get the -- the client gets the
16 subpoena in April of 2015. This is no small
17 undertaking, your Honor. I think we set out in our
18 motion papers the number of documents that were
19 originally retrieved from the e-discovery. This was
20 something in the range of 7 gigabytes of documents,
21 which is an enormous amount of documents.

22 So after that Ingredion produced documents
23 and they were then working with Belt -- not Belt, but
24 Viking over the course of several months to produce

1 more documents.

2 After Ingredion produced the first set of
3 documents, Viking came back and asked for more.
4 There were some disagreements about the scope of what
5 should be produced.

6 The point is that we have to presume that
7 Viking didn't have any issue with the amount of time
8 that it was taking Ingredion to produce documents and
9 that they agreed to that time frame because they
10 didn't bring a motion before the court seeking to
11 compel discovery, and the documents were produced.

12 And the key point is, your Honor, is that
13 during that time Ingredion was, while not a main
14 party to the case, it was an active participant in
15 the case. They were doing, what I would submit is
16 the exact same thing they would be doing had they run
17 and filed a motion to intervene at the exact moment
18 that they got the subpoena. They were responding to
19 discovery requests from Viking.

20 Viking knew this, they were accessible. If
21 they wanted a deposition -- in fact, they did, they
22 subpoenaed a deposition of a corporate representative
23 but they never followed through on that. They
24 haven't raised any issues about the timing of

1 Ingredion's response to the discovery requests.

2 They have not put forth any evidence at all
3 or even the suggestion that Ingredion was somehow
4 derelict or was not diligent in assessing its rights.

5 Because the key is not necessarily when the
6 intervener found out about the litigation. That's a
7 consideration. But when it determined that its
8 rights were impaired.

9 The cases that we have cited in our brief,
10 your Honor, say that the underlying policy
11 consideration of the intervention motion is not that
12 a potential intervener at the very moment that they
13 learn of the litigation run into court with a
14 petition to intervene.

15 THE COURT: All you have to do is read their
16 complaint and you could tell your rights would be
17 impaired. It was not rocket science. There is a lot
18 of difficult issues in this case. But the impact on
19 you is not the most -- is pretty clear.

20 MR. PERRY: Sure.

21 THE COURT: For all the reasons that you are
22 saying you should intervene.

23 MR. PERRY: Exactly, your Honor. But I don't
24 think it is unreasonable for Ingredion to say that at

1 this point or at that point in the case we took the
2 time to deal with the discovery with Viking. Viking
3 knew who we were, where we were and how to access us
4 if they needed to.

5 We would have been doing potentially the
6 same thing in the litigation had we intervened in
7 April that we are doing now, we would have been
8 responding to these voluminous discovery requests
9 that resulted in the production of 16,000 pages of
10 documents that Viking has not acted on really at this
11 point in the litigation. They have not sought any
12 deposition or noticed up any deposition of an
13 Ingredion party.

14 So the key is that none of this has
15 prejudiced Viking. They make all the noise about the
16 timing, the timing, or how this is going to affect
17 them, but not one time do they articulate any
18 prejudice.

19 They make issues of what will happen if the
20 case is removed, but it's pretty clear that Viking
21 has not sought to press this case, to move this case
22 forward.

23 THE COURT: I don't think that's fair. I don't
24 think that's fair. I don't think that's fair. I

1 will say I don't think that's fair.

2 I think they have pressed to move this case
3 forward. As I said, I blame myself and I blame the
4 defendants, and I least blame them.

5 Their discovery requests may have been
6 oppressive. I don't know that. And that may have
7 slowed things down. But believe me, they have tried
8 over the many things going against them, including
9 the fact that most of the evidence in this case is
10 100 years old, they have tried to move this case
11 forward.

12 Especially in front of their client I will
13 say that they have tried to move this case along.

14 MR. PERRY: I will restate it this way; that the
15 case has not moved forward at lightning speed.

16 THE COURT: That's true. That's true.

17 MR. PERRY: So there is absolutely no prejudice
18 to Viking. Their primary argument, or their main
19 argument to your Honor on the timing issue is that
20 Ingredion should be punished for waiting eight
21 months, which I will submit is not an unreasonable
22 amount of time under the circumstances of this case
23 since it was, for all intents and purposes, a
24 participant in the case.

1 The intervention statute and the timing
2 requirement -- and we have cited case law to this
3 effect and Viking has not refuted that. The
4 intervention statute and the timing requirement is
5 meant to be remedial in nature. There is absolutely
6 no case law that Viking has cited that it is meant to
7 be punitive, to punish Ingredion for the eight-month
8 delay.

9 For all the cases that Viking cites to say
10 that eight months is too long, we have cited a
11 greater number of cases to say that much longer
12 periods of time were reasonable.

13 So I don't think that the motion should be
14 deemed untimely. I don't think that Viking has
15 presented the timing.

16 I will quickly address the issue that I
17 think -- the substantive issue, which is one of the
18 elements of the statute which I don't think
19 plaintiff's counsel completely addresses and, quite
20 frankly, dances around, the issue of whether
21 Ingredion will be adversely affected. I think there
22 can be no doubt that it will be.

23 I will read, your Honor, one case, or just a
24 quick quote from one case on this particular element.

1 It says, "To satisfy this element, the intervener
2 only needs to show that it stands to gain or lose by
3 the direct legal operations and effect of a judgment
4 in the suit."

5 I think we have satisfied that. The
6 affidavit that we have attached, that's what it
7 addresses. Viking does not refute that. They can't.
8 At this point our assertions, factual assertions have
9 to be taken as true.

10 THE COURT: Back to you.

11 MR. TOUHY: Briefly.

12 THE COURT: Briefly, yes.

13 MR. TOUHY: We lost the great author that penned
14 that line.

15 The first sentence of 408(a), "Upon timely
16 application." Can't avoid it. There it is. So they
17 accuse us of making all this noise about timing,
18 quote, unquote. It is hard to make noise about a
19 requirement that appears in the first sentence of a
20 statute.

21 We are not even going to talk about '09,
22 Judge, when they got a letter. By the way, the
23 letter, I think, is pretty damning to begin with
24 because it was a letter by us to Belt in which we

1 cc'd them and we say to them use of the tracks after
2 November will not be permitted. That's on the desk
3 of the very lawyer who submits affidavits.

4 So what does he do? He submits in his
5 affidavit that he relied on Belt to protect them, he
6 relied on their assurances back in '09, and I guess
7 he just went back to work.

8 They are going to say they didn't know about
9 the lawsuit. It is not just the lawsuit. Those two
10 7th Circuit cases which I just read to you, which
11 they cite in their brief. We relied on state court
12 law and they brought in 7th Circuit, but that's okay.

13 It says the length of time must be
14 determined by when they knew or should have known.

15 '09 starts the clock. They are asking you
16 to forgive them. April of '15 they get a subpoena.
17 And what do they say? It took us a lot of time to
18 respond to the discovery requests, even though I was
19 on the phone with them, even though my associate was
20 on the phone. The answer to that is so what.

21 They get a subpoena on a lawsuit concerning
22 a dispute that they knew existed seven years earlier
23 and they sat and they wait. And what do they wait
24 until? Until they sit down with Belt in December of

1 this year.

2 Belt realizes that it blew its chance to
3 remove and so Ingredion says well, that's okay, we
4 will. And they come in here to intervene.

5 Your Honor, that is not a timely application.

6 Now, they said that they are not being
7 punished. They even brought to your attention that
8 they can file a lawsuit in some other courtroom.
9 They are not being punished.

10 What we are saying is they can't join this
11 party because this party has been going on for two
12 years, and it hasn't been a very fun party, I'll tell
13 you. But we are pushing it as hard as we can. We
14 are dodging everything that they throw in our way and
15 we are moving it forward.

16 And now they want to join. It is going to
17 slow it down. Of course we know it is going to slow
18 it down. They are going to serve discovery, they are
19 going to serve interrogatories and document requests.
20 And that's, by the way, only after we get the case
21 bounced back from federal court and back to you, and
22 then we have to incur the expense of doing that.

23 The fact of the matter is there is going to
24 be a lot of prejudice.

1 Now two things have just jumped out at me.
2 They say that they have a prescriptive easement and
3 they say they are a third-party beneficiary.

4 First of all, they told you a few minutes
5 ago they want to come into this case as a defendant.
6 They have the burden of proof on both of those
7 things. That's a claim that they have against us.
8 In essence, they will be a plaintiff or a -- it is
9 going to be a counterclaim. They are saying that
10 they have a prescriptive easement. They have the
11 burden.

12 So if they are going to make a claim that
13 they have a prescriptive easement, they can file that
14 lawsuit in another courtroom in this building. If
15 they send it down to you, fine, we will deal with
16 them in due course. But in the meanwhile, it will
17 not slow down this lawsuit. We want to go to verdict
18 against Belt. And we have been asking you to do that
19 and help us do that.

20 And, Judge, I think you have been doing a
21 great job of knocking down the various defenses that
22 have been put up, but we have to keep the case moving
23 forward.

24 Everything that they are going to want to do

1 is going to want to slow it down. It is going to
2 prejudice us. And three years from now when we
3 finally go to verdict because they were added to the
4 party, we are going to have paid those taxes, that
5 120,000, 150,000, 200,000 dollars between now and
6 then. We are not going to be able to sell our
7 property, we're not going to be able to lease our
8 property. We can't even use the property. Meanwhile
9 we wait and they delay.

10 It's time, Judge. They have other avenues
11 available to them. They have remedies available to
12 them apparently. They can seek those in another
13 courtroom. They cannot and should not be allowed to
14 come into this court at this time and slow this
15 proceeding down.

16 MR. PERRY: A couple very quick comments on the
17 timing issue, your Honor, because counsel raised the
18 issue of the letter in 2009. Obviously that's a
19 complete red herring because Ingredion couldn't seek
20 to intervene in 2009 in a lawsuit that wasn't even
21 filed.

22 With respect to --

23 THE COURT: I do think, I will say, that it
24 appears to me that the Illinois cases at least look

1 to the time of the litigation as opposed to the time
2 of the controversy. I don't see any of those cases
3 looking at the time of the controversy.

4 I suppose that his best argument, which I do
5 think has some viability, is you knew there was a
6 controversy, you could be on the lookout for a
7 lawsuit, you could be in touch with Belt saying let
8 us know which way this is going because we know there
9 is a controversy.

10 So they should have known, which I think at
11 some point becomes almost a known, may play against
12 you going back to 2009.

13 But I think your other answer is --

14 MR. PERRY: And we address they should have
15 known in our papers, your Honor.

16 THE COURT: You said you were told no problem.
17 It was under control.

18 MR. PERRY: It was under control, assured. One
19 key point that counsel made, he said that the letter
20 in 2009 said that after November 2009 use of the
21 track will not be permitted.

22 My client followed up, was told, it was
23 given assurance that it would be resolved. No issue.
24 Your business would not be disrupted.

1 November 2009 came and went. This is
2 Viking's threat in the letter. Came and went.

3 The track not disrupted.

4 THE COURT: For a number of years.

5 MR. PERRY: For a number of years. So Ingredion
6 went about its business based on the assurance.

7 One other note that I will make. Counsel
8 makes a lot about this 2009 letter that they copied
9 Ingredion on. But what he does not address and what
10 they do not allege or claim is that they ever after
11 that point gave Ingredion any notice or sent any
12 other letter to say this dispute was not resolved,
13 litigation has been filed. We have filed not one
14 complaint, but a first amended complaint. Not just a
15 first amended complaint, but a second amended
16 complaint.

17 So if there is any delay, some of that is
18 attributable to Viking because they could have
19 provided Ingredion with the same notice that they saw
20 fit to provide them with in 2009, but they did not
21 until they send us a subpoena in April of 2015 that
22 asks for thousands and thousands of documents and
23 e-discovery.

24 THE COURT: Okay.

1 MR. PERRY: With respect to the agreement issue,
2 your Honor -- because counsel keeps suggesting that
3 this will substantially delay the case. With respect
4 to intervention, there is some amount of delay
5 inherent in any event. So the issue is really
6 whether there is significant or substantial delay.

7 Counsel has said the delay is all within
8 their power with respect to whether there is an
9 extended fight about remand. They could not file a
10 motion to remand. They could not cause that fight
11 and then the litigation will proceed, yes, with some
12 delay that it takes to get the case into federal
13 court and proceed.

14 But with respect to an extended fight on
15 whether the case goes to -- stays in federal court or
16 not, that's an issue that they have some control
17 over.

18 And with respect to whether the case comes
19 back to this court, that's, of course, complete
20 speculation. And counsel is assuming that he will
21 prevail on a motion to remand, which, of course, none
22 of us have any way of knowing as we stand here today.
23 So it is complete speculation.

24 And I don't think your Honor should count a

1 remand motion or a remand by the federal court as
2 part of any potential delay in this case.

3 With respect to his suggestion that we
4 should file a lawsuit, I understand that counsel
5 thinks that would somehow be beneficial, but I think
6 that's completely contrary to all the case laws that
7 suggest that the intervention statute is meant to
8 avoid the very thing that he is suggesting.

9 MR. TOUHY: I only have two things to say.

10 THE COURT: Okay. I'm going to give him the
11 last word, if he wants it. It is his motion.

12 MR. TOUHY: His comment that I can move things
13 along, it is certainly within my power, by giving up.
14 I am not even sure I can respond.

15 THE COURT: I wouldn't respond to it. It
16 doesn't matter. Everybody can do a lot to move this
17 case forward. You guys could settle this whole case,
18 which is what I said the first day you came in. Just
19 saying.

20 MR. TOUHY: Your Honor, the last thing I am
21 going to do is to read to you from the Citicorp
22 Savings case, which says -- and we'll go back to part
23 of their argument is that Belt assured us everything
24 was fine and we could then just kind of wait and go

1 on our merry way, just continue to do business.

2 The Citicorp case states, "Private litigants
3 are not generally permitted to rely upon other
4 litigants to protect their interests, and when they
5 do so, they are properly penalized for their failure
6 to intervene sooner."

7 That, in a nutshell, is why they are telling
8 you they are not here. And then they are asking you
9 please don't punish us.

10 You know what, they did it to themselves.
11 We filed this lawsuit. We are entitled to move it
12 forward. The issue is the validity of the easement.
13 It is an easement that Belt says it has. We say it
14 doesn't.

15 And Judge, we are entitled to keep this case
16 in front of you, keep moving forward and not have to
17 lose all of the benefit from litigating, doing
18 discovery in front of this court that we have been
19 doing for the last two years.

20 They had a chance. They sat on it. They're
21 late. It's too late. Deny their motion.

22 MR. PERRY: I get the final word, your Honor, so
23 two quick points. I will respond to the case that
24 he's referring to. I will point out for your Honor

1 that he referred to litigant. That case is talking
2 about after the litigation was filed.

3 What he is referring to is when we said we
4 relied on assurance from Belt that the matter was
5 resolved was back in 2009 before there was any
6 litigation.

7 We also relied on the fact that Viking
8 didn't send us any additional notice that the dispute
9 was not resolved and that our business continued --
10 the operation of the spur line was not disrupted at
11 all based on any of the issues raised in that letter.

12 Secondly, just on the prejudice issue,
13 because again, I don't think counsel has addressed
14 any prejudice to Viking at all. I will just make one
15 last point on the prejudice issue that I believe is
16 indicative that there is absolutely no prejudice to
17 Viking or any substantial delay of this case is that
18 before your Honor, I am assuming after this motion is
19 heard is a motion that was, from my understanding,
20 initiated by Viking to amend the case management
21 order.

22 Pursuant to that motion the parties have not
23 only agreed to reopen written fact discovery that
24 closed back in September of 2015. This is without

1 any involvement of Ingredion. They have agreed to
2 reopen fact discovery, allow written discovery until
3 April of this year, I believe is their suggestion,
4 and then to extend oral discovery even further.

5 Oral discovery is set to close in a couple
6 days. They have agreed, independent of Ingredion, to
7 extend that into later in the year. I believe to
8 July of 2016.

9 Again, indicative that there is no
10 substantial delay or prejudice to Viking that has
11 been caused -- or that will be caused by Ingredion's
12 entry into this case.

13 THE COURT: Okay. I'll be back in just a couple
14 minutes.

15 (Whereupon, a break was taken
16 from 11:22 a.m. until 11:35 a.m.)

17 THE CLERK: Court is back in session.

18 THE COURT: You can sit. I'm going to rule. I
19 will say -- and I will say it on the record. I think
20 I've already said it on the record. I still don't
21 like it, but I am going to do it. And I think you
22 have clarified for me one of the reasons I don't like
23 it. I don't like it because I think it's tactical,
24 and it's tactical in a way that I don't like.

1 I agree with your premise, though there is
2 no proof of it. It doesn't matter to me legally that
3 this was done by Belt and Incredion in a way to
4 remove it to federal court, which otherwise would
5 have been untimely.

6 But as I said, tactics that the rules allow
7 are tactics that good lawyers participate in all the
8 time and -- and it troubles me, but it is not
9 determinative. I think what's determinative is the
10 statute. I do think there is a timely application in
11 that the time that we look at is the time the suit
12 was filed, the time that the intervening party
13 learned of the suit, and the reasons for the delay.
14 Those are the factors.

15 The suit had been pending almost two years
16 at the point that the petition for intervention was
17 filed. There is -- at this point it appears under
18 the case law that we take the affidavit at face value
19 which says that the plaintiff did not -- that the
20 intervening party did not learn of it until April of
21 2015.

22 I don't believe that plaintiff here has any
23 reason to dispute that. Certainly they knew of it in
24 April of 2015. We are talking about essentially an

1 eight-month delay.

2 And I just don't think that's a very long
3 delay, even if I don't completely accept the
4 explanation for it.

5 I do think it is appropriate for any party
6 seeking to intervene to determine before they jump
7 into litigation whether it is necessary, and that
8 some period of time is appropriate to make that
9 determination.

10 And I do think that counsel for Corn
11 Products, Ingredion makes a good point that during
12 much of that eight-month period they were actually
13 doing what they would have been doing had they been
14 in the suit, which is producing documents, providing
15 discovery, adding to the well of knowledge of the
16 parties in the case what they had to add to that well
17 of knowledge.

18 So to the extent that we are looking at the
19 eight-month period, I suppose that is a factor that
20 perhaps mitigates some of that eight-month period.
21 I'm certainly not relying on that, but I think it is
22 an interesting and potentially relevant point.

23 Once we get past timeliness, I believe that
24 Ingredion had a right to intervene under 5/2-408(a),

1 probably both Sections 2 and 3. "When the
2 representation of the applicant's interest by
3 existing parties is or may be inadequate and the
4 applicant will or may be bound by an order or
5 judgment in the action."

6 Certainly can't say it was inadequate, but
7 it could be inadequate. I have looked at the
8 agreement between Ingredion and Belt and it says that
9 after a month it may be terminated by either party
10 upon 30 days' written notice to the other to that
11 effect. So it could be that Belt Railway decides to
12 walk away from whatever agreement that they have with
13 Corn Products. They have no obligation to protect
14 Corn Products legally, it looks like, under this
15 agreement.

16 Certainly they have had vigorous
17 representation, and I assume that was part of what
18 Corn Products -- I'm sorry that I go back and forth
19 on your name, but you know who I mean. Corn
20 Products, Ingredion, same thing.

21 Part of what they were taking into account
22 is do we really have to spend the money to get
23 involved or will this be protected in another way,
24 and it may be that it wouldn't be.

1 More significantly, or more clearly I
2 believe that Ingredion is so situated that it would
3 be adversely affected by the disposition of property
4 that is subject to a court order in this case.

5 So those both give intervention as a right.

6 In addition, I believe that their
7 application could be granted under 5/2-408(b) in my
8 discretion because there are certainly common
9 questions of law and fact between its defenses, if
10 you will, third-party beneficiary in particular. If
11 there is no right that Belt Railway has, then they
12 can't be a third-party beneficiary of that right. So
13 it is certainly the same questions.

14 And only under discretionary intervention do
15 I have to take into account whether the intervention
16 will unduly delay or prejudice the adjudication of
17 the rights of the original parties.

18 There will be some delay. I don't believe
19 it's undue. I still think the more efficient way to
20 resolve this is to get all this in one case. And the
21 notion of Ingredion filing a separate case, be it in
22 state court or in federal court -- if it is in
23 federal court where the two cases were not -- or
24 could not be consolidated, they could result in

1 inconsistent rulings.

2 I believe the most efficient thing is to do
3 this all in one case.

4 So your motion, over my own objection, is
5 granted.

6 And where does that leave us?

7 MR. TOUHY: We were also going to be here on a
8 status today concerning the e-mails that they owed
9 us, that Belt owed us. They called us last week and
10 said that they couldn't get them here. They would
11 like more time.

12 Rather than, once again, argue in front of
13 you on our motion to compel, we have decided that we
14 would give them a bit more time and at the same time
15 recast the case management order.

16 THE COURT: Right. And I thought your suggestion
17 made sense.

18 MR. TOUHY: We have an agreed order, proposed
19 agreed order in which we would jointly ask the court
20 to enter.

21 MR. PERRY: With respect to that, your Honor,
22 now that my client is a party to the case, we didn't
23 have an opportunity to have any input on the proposed
24 schedule. I do have some concerns about the --

1 whether it gives my client an opportunity to get into
2 the case. And even if there is no extension, I think
3 with respect to the expert discovery, I think it
4 stacks it and cuts it a little close as far as
5 getting through that schedule.

6 MR. TOUHY: So they want to delay more.

7 THE COURT: What is the timing on the removal?
8 Because that's going to impact the timing on
9 everything else.

10 MR. PERRY: Right. I mean this may be all
11 academic because if we remove, we have to do so
12 within 30 days.

13 THE COURT: Of today.

14 MR. PERRY: Yes. Whether we are bound by that
15 before the federal court -- by that scheduling order
16 before the federal court --

17 THE COURT: I think they will do their own
18 scheduling order. And everything up to now is an
19 interim order. You know, they can do whatever they
20 are going to do. They are going to take the case as
21 it appears, but I believe that everything is an
22 interim order.

23 I think to the extent that you want to
24 extend the discovery schedule, you should either try

1 to work out an agreement or come in with a motion. I
2 don't want to take a first crack at it.

3 I agree with you that probably some
4 revisions are necessary, but right now you have some
5 time to start.

6 I mean do you have a specific proposal in
7 mind? What are you asking for?

8 In terms of discovery, extending -- why
9 don't -- I'll do whatever you guys want. What makes
10 sense to me is to enter the case management order.
11 You can pretty much always come in with a new agreed
12 case management order or you can come in on a motion
13 to extend discovery.

14 MR. PERRY: My suggestion was the one that
15 Viking and Belt agreed on, would be just to push it
16 back maybe a month or two, so it is not significant.
17 I do think that the expert discovery I think is going
18 to get jammed up --

19 THE COURT: Do I have that order? I don't have
20 it in front of me. Can you get it for me? I don't
21 have it in front of me.

22 Okay. So let's just go off the record for
23 just a second.

24 (Discussion had off the record.)

1 THE COURT: Back on the record.

2 So relative to the case management order,
3 my -- Ingridion has asked for an extension of the
4 case management order that the other parties have
5 agreed to. And as to the nonexpert discovery, they
6 have asked for 30 days, which I am not sure the
7 plaintiffs agree to, but even if they do not agree
8 to, I don't think that's at all unreasonable.

9 So my inclination is to extend the fact
10 discovery until July 30, 2016, and set a status
11 shortly thereafter in very early August. Any date
12 that works for you all. Though I have some vacation
13 time in August, so check with them before.

14 And we will set an expert schedule at that
15 point.

16 You should agree among yourselves and put in
17 the order -- I mean maybe go to May 29, 2016, for
18 213(f)(1) interrogatory answers so that everybody
19 knows -- my guess is you know who each others'
20 witnesses are, but that you have pinned each other
21 down so you can take those depositions, if necessary,
22 and that will still give you June and July to take
23 those depositions.

24 MR. TOUHY: Answers by May?

1 THE COURT: Yes. That you will answer -- I
2 assume people have 213(f)(1)s or Ingression will get
3 theirs out and the answers will be due by the end of
4 May, May 29th.

5 And then Belt Railway wanted to say something
6 about the outstanding documents that they owe Viking.

7 MR. HERSH: Yes, your Honor. We have an
8 agreement with Coulas Viking Partners to produce the
9 e-mails or the subject of the motion to compel on or
10 before March 14, 2016.

11 MR. McILWEE: We agree, your Honor, they have
12 agreed to start a rolling production, they have
13 agreed to share terms. We'd ask that you just enter
14 and continue our motion to compel until March 14th.

15 THE COURT: You'll come back and -- you can just
16 agree on a date and just let us know and come back in
17 before then if there's a problem, otherwise I'll
18 assume that everything is taken care of as to that
19 and that I don't need to see you until August.

20 Okay. We can go off the record.

21 (Which were all the proceedings
22 had in the above-entitled matter
23 on this date and the hearing
24 concluded at 11:57 a.m.)

1 STATE OF ILLINOIS)
)
2 COUNTY OF C O O K)

3 I, Roselind C. Pisano, being first duly sworn on
4 oath, say that I am a Certified Shorthand Reporter
5 and Notary Public doing business in Cook County,
6 Illinois; and that I reported in shorthand the
7 proceedings of said hearing on February 23, 2016, and
8 that the foregoing is a true and correct transcript
9 of my shorthand notes so taken aforesaid, and
10 contains all of the proceedings given at said hearing
11 on said day and at said time.

12 I further certify that my certificate annexed
13 hereto applies to the transcript signed and notarized
14 by me and produced by me personally or under my
15 direction, and I assume no responsibility for
16 reproduced copies.

17 IN TESTIMONY WHEREOF, I have hereunto set my
18 hand and affixed my Notarial Seal this 10th day of
19 March, 2016.

20

21

22

23

24

ROSELIND C. PISANO
Certified Shorthand Reporter
Illinois C.S.R. No. 084-002031