PUBLIC VERSION – CONFIDENTIAL MATERIAL REDACTED

BEFORE THE
SURFACE TRANSPORTATION BOARD

INGREDION, INC. – PETITION FOR DECLARATORY ORDER	)	**STB Finance Docket No.** 36014

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PETITION FOR DECLARATORY ORDER

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PETITION FOR DECLARATORY ORDER

Ingredion, Inc. ("Ingredion") hereby petitions the Surface Transportation Board ("STB" or "Board"), pursuant to 5 U.S.C. § 554(e) and 49 U.S.C. § 721, for an order declaring that certain relief sought by Coulas Viking Partners ("Coulas Viking") under Illinois state law is preempted by 49 U.S.C. § 10501(b) and the Board's exclusive jurisdiction over rail operations. Coulas Viking has filed a complaint in Illinois state court seeking to permanently prevent rail service provided by The Belt Railway Company of Chicago ("BRC"), a common carrier railroad, to Ingredion's corn processing facility located near Chicago. The relief sought by Coulas Viking would disrupt interstate commerce, interfere with Ingredion's right to receive rail service on reasonable request, and otherwise impermissibly intrude into matters exclusively reserved for the Board under federal law.

As explained herein, Ingredion respectfully requests that the Board issue a declaratory order stating that:

1. BRC rail operations occur pursuant to Board authorization or are otherwise under exclusive Board jurisdiction, and only the Board can authorize cessation of such operations;

2. No court has legal authority to enjoin or prevent such BRC rail service, or otherwise issue any decision causing unreasonable interference with BRC rail service to Ingredion; and

3. Relief sought by Coulas Viking in the cited lawsuit is preempted to the extent it would intrude into matters under exclusive Board jurisdiction or unreasonably interfere with BRC rail service to Ingredion.

In support hereof, Ingredion states as follows:

I. Identity and Interest of Ingredion.

Ingredion is a global company that manufactures sweeteners, starches, and other ingredients from agricultural products such as corn, rice, and potatoes. See the attached Verified Statement of Thomas Waskiewicz ("Waskiewicz V.S.") at ¶ 1. These ingredients are utilized by customers in everyday products in a wide array of foods, beverages, paper, pharmaceuticals, and other end products. Waskiewicz V.S. at ¶ 1. Ingredion owns and operates a corn processing facility in Bedford Park, Illinois (the "Argo Facility" or the "Facility"). Construction on the Argo Facility began approximately in the 1906-1908 period by Corn Products Refining Company, the former name for Ingredion, and operations at the Facility began soon thereafter.[1] The Argo Facility is Ingredion's largest worldwide facility, which processes corn to create ingredients such as corn syrup, corn starch, and corn gluten feed. Waskiewicz V.S. at ¶ 5. These ingredients are used by Ingredion's customers in a wide variety of food and industrial products. Waskiewicz V.S. at ¶ 1.

II. Factual Background.

A. Rail transportation is crucial to the Argo Facility.

Rail service is critical to the operation of the Argo Facility. Numerous tracks thread through the Facility to enable Ingredion to unload inbound rail cars containing raw materials and to load rail cars with the products of Ingredion's manufacturing operation for outbound shipment. Waskiewicz V.S. at ¶¶ 7 – 9. Ingredion also uses rail transportation for inbound

[1] Ingredion has had several different names throughout its history.

shipments of coal. Waskiewicz V.S. at ¶ 33. The tracks within the Argo Facility are owned and maintained by Ingredion as private plant tracks.[2] Waskiewicz V.S. at ¶¶ 8, 26. These internal Facility tracks connect to BRC and two other common carrier railroads – Canadian National Railway ("CN") and Indiana Harbor Belt Railroad ("IHB"). Waskiewicz V.S. at ¶ 9. The tracks also connect the various buildings and functions within the Facility, including loading and unloading areas, a rail scale, a wash rack, outbound release areas, and storage space. Waskiewicz V.S. at ¶ 8. The importance of rail transportation to the functioning of the Argo Facility is evidenced by the satellite view of the Argo facility attached as **Exhibit 1** to this Petition.

Ingredion relies heavily upon BRC for rail delivery of inbound corn delivered from Wisconsin. In 2015, BRC transported {[redacted]} corn inbound to Ingredion.[3] Waskiewicz V.S. at ¶ 10. For the period from 2001 to 2015, BRC delivered an average of {[redacted]} inbound corn rail cars each year to the Argo Facility. Waskiewicz V.S. at ¶ 10. For these inbound corn shipments, the Wisconsin & Southern Railroad ("WSOR") transports the corn from Wisconsin to the BRC's Clearing Yard, from which point BRC transports the cars to the Argo Facility. Waskiewicz V.S. at ¶¶ 10, 20.

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[2] Several years ago, Ingredion considered using a subsidiary called the Chicago, Peoria & Western Railway ("CPW") to operate the internal Argo Facility tracks as common carrier lines. This transaction was never implemented. Chicago, Peoria & Western Railway Company – Acquisition Exemption – Rail Line of Corn Products International, Inc., STB Docket No. 34289 (served April 22, 2003). See also Waskiewicz V.S. at ¶¶ 22 – 24. Ingredion also considered hiring a third-party called the North American Industrial Railway, Inc. ("NAIR") to operate the internal Facility tracks as common carrier lines, but this arrangement also apparently was never consummated. See Waskiewicz V.S. at ¶¶ 25, 26. Public information reveals that NAIR was dissolved as a corporate entity soon after filing a Notice of Exemption with the Board in Docket No. 34757. See **Exhibit 2** (information about NAIR status).

[3] Under separate cover today, Ingredion is filing a Motion for Protective Order to apply to the redacted material in the Petition and Verified Statement.

Ingredion buys corn on a delivered basis from the suppliers in Wisconsin, with freight charges paid by the corn supplier, not Ingredion. Waskiewicz V.S. at ¶ 11. As far as Ingredion knows, the corn supplier pays WSOR for the entire transportation movement, and then WSOR pays BRC as an absorbed switching carrier. Waskiewicz V.S. at ¶ 11. Bills of lading from recent BRC rail transportation of corn to the Argo Facility demonstrate that the corn shipments are transported as part of an interstate through movement. See **Exhibits 3** and **4**. Both bills of lading show that corn destined to the Argo Facility was routed on WSOR and BRC from origins in Wisconsin to the destination at Argo, Illinois, with Ingredion designated as the consignee. "Argo, Illinois" is apparently the name of a railroad station that is synonymous with Ingredion's Argo Facility. Waskiewicz V.S. at ¶ 12. In fact, BRC's tariffs describe Ingredion as a shipper located on BRC at Argo. See **Exhibit 5** (at page 14). BRC also occasionally transports outbound manufactured products from the Argo Facility. Waskiewicz V.S. at ¶ 21.

BRC reaches the Argo Facility from the east on track that passes underneath South Harlem Avenue, heads northwest, passes underneath other carriers' rail lines, and then connects to Ingredion-owned track approximately 500 feet east of the Archer Avenue underpass. See **Exhibit 1**; Waskiewicz V.S. at ¶¶ 13 – 14. Between the South Harlem Avenue underpass and the railroad underpass, the BRC track passes near and/or over land owned by Coulas Viking and leased to the Weldbend Corporation. Waskiewicz V.S. at ¶¶ 15, 27. The exact nature of BRC's state law property right to operate on land near and/or on the Coulas Viking property is the subject of the afore-mentioned Complaint, as described in more detail below in Section II.C.

Ingredion and BRC communicate regularly to coordinate BRC's deliveries of inbound corn, which are made near the point where Ingredion track connects to BRC track at a derail device 500 feet east of Archer Avenue. Waskiewicz V.S. at ¶ 19. Ingredion's contractor picks

up the cars at that point and takes them into the Argo Facility. Waskiewicz V.S. at ¶ 19. When Ingredion does not accept delivery of the inbound loaded corn cars within the applicable free time, Ingredion must pay demurrage charges to BRC. Waskiewicz V.S. at ¶ 20. In these cases, BRC holds the cars in its Clearing Yard until Ingredion notifies BRC that it is ready to accept delivery. Waskiewicz V.S. at ¶ 20.

The BRC track was most likely constructed sometime between 1909 and 1915. Waskiewicz V.S. at ¶ 17. See also **Exhibit 6** (Complaint) at ¶¶ 16-23.[4] As far as Ingredion knows, BRC or its predecessors have been providing rail service to the Argo Facility using the track at issue since approximately 1915. Waskiewicz V.S. at ¶ 17.

If BRC were prevented from serving the Argo Facility, Ingredion would experience traffic congestion, delays, increased transportation costs, and other logistical problems. The Argo Facility is currently designed and operated based upon BRC's delivery of corn, and BRC transports the majority of the corn processed at the Facility. Waskiewicz V.S. at ¶¶ 29 – 31, 34, 35. BRC's service is efficient and cost-effective; it cannot be replaced by CN and/or IHB. Waskiewicz V.S. at ¶¶ 29, 30, 33, 34. If Ingredion were forced to use CN and IHB for all inbound corn now transported by BRC, congestion, delays, and substantial cost increases would result. Waskiewicz V.S. at ¶ 32. Moreover, such an effort would dramatically decrease the competitiveness of the Argo Facility, possibly leading to permanently reduced Facility operations. Waskiewicz V.S. at ¶¶ 36 – 39.

Ingredion already utilizes CN and IHB for other rail transportation needs of the Argo Facility, including inbound coal, outbound manufactured products, and some inbound corn.

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[4] Paragraph 23 of the Complaint refers to the Chicago and Western Indiana Railroad Company. Public information reveals that this entity was a precursor to BRC. See BRC website at http://www2.beltrailway.com/about-2/.

Waskiewicz V.S. at ¶ 33. Ingredion could not readily utilize CN and IHB for {[redacted]} additional inbound corn cars per year given the arrangement of tracks at the Facility and the fact that overall track space is limited. Waskiewicz V.S. at ¶¶ 33, 34. Ingredion currently releases dozens of cars each day to CN and IHB. Waskiewicz V.S. at ¶¶ 33, 34. To accomplish this task, the cars are placed on release tracks for pickup by CN or IHB. There is simply insufficient space on these release tracks for the large quantity empty corn cars that would also need to be handed off to CN and/or IHB if CN and IHB were to replace BRC service. Congestion and delays would result. Waskiewicz V.S. at ¶¶ 33, 34.

The efficiencies inherent in BRC's inbound transportation also could not be replicated by CN and IHB. BRC holds inbound corn cars at its nearby Clearing Yard until Ingredion is ready to accept delivery; sometimes, Ingredion must pay demurrage charges to BRC for exceeding the free time, but the operational flexibility inherent in this process is critical to the smooth-functioning of the Argo Facility. Waskiewicz V.S. at ¶ 30.

Truck transportation could not be an effective substitute for BRC rail service either. Waskiewicz V.S. at ¶ 35. The Argo Facility is designed to rely on rail transportation of corn, and use of truck transportation would prevent the flexibility inherent in Ingredion's current coordination with BRC regarding delivery times. Waskiewicz V.S. at ¶ 35. Truck transportation would not be cost-effective, and it would lead to Facility operational problems due to the large number of truck trips required. Waskiewicz V.S. at ¶ 35.

The effects from a cessation of BRC rail service would be felt almost immediately at the Argo Facility due to congestion, transportation delays, and higher operating costs. Waskiewicz V.S. at ¶ 37. Ingredion operates in a competitive marketplace, and its competitors have many corn processing facilities in the Midwestern region of the United States. Ingredion predicts that

it would lose many of its current customers if BRC rail service were prevented, and that it would be difficult to regain these customers once they have switched to other suppliers. Waskiewicz V.S. at ¶¶ 36, 37. Hence, even a temporary halt in BRC transportation could be very damaging to Ingredion. Waskiewicz V.S. at ¶ 38.

B. BRC is a common carrier railroad.

As described in the attached Verified Statement of Thomas Waskiewicz, BRC provides rail transportation of inbound corn to the Argo Facility and, occasionally, outbound manufactured products from the Argo Facility. This rail transportation is under the exclusive jurisdiction of the Board. BRC is a Board-authorized common carrier railroad that has operated in the Chicago area since the late 19th century.[5] Given that the BRC track utilized to provide rail service to the Argo Facility was likely constructed sometime before 1915, such construction predated the ICC's licensing of new track construction, which did not start until 1920.[6]

C. BRC rail operations are threatened by litigation under state law.

Coulas Viking filed its Second Amended Complaint for Declaratory, Injunctive and Other Relief ("Complaint") against BRC in Cook County (Illinois) Circuit Court on January 12, 2015. The Complaint is attached as **Exhibit 6** to this Petition. In the Complaint, Coulas Viking

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[5] See, e.g., The Belt Railway Company of Chicago – Trackage Rights Exemption – Indiana Harbor Belt Railroad Company, STB Docket No. 34150, slip op. at 2 (served Jan. 9, 2002) (referring to BRC as a Class III railroad); CSX Corp. et al. – Control – Conrail Inc. et al., 3 STB 196, 292 (1998) (describing ownership of BRC); Duncan v. United Steel Company, 244 F. 258 (N.D. Ohio 1917) (referring to BRC as "a common carrier").

[6] See, e.g., Pinelawn Cemetery – Petition for Declaratory Order, STB Docket No. 35468, slip op. at 6 and 8 (n. 22) (served April 21, 2015).

asserts that it is the owner of certain real property in Argo, Illinois on which BRC has railroad track. See **Exhibit 6** at ¶¶ 6-11.[7]

According to the Complaint, the BRC track divides the Coulas Viking property into two parcels: a developed parcel occupied by the lessee Weldbend Corporation, and an undeveloped parcel which allegedly cannot be used due to the existence of the track. See **Exhibit 6** at ¶ 11. A visual representation of the area is provided by a satellite view attached as **Exhibit 1** to this Petition. The satellite view shows the BRC track as the "Spur Line." It also reveals the undeveloped parcel and the developed (Weldbend) parcel.

The Complaint reveals the existence of a dispute between Coulas Viking and BRC regarding whether BRC has a sufficient state law property interest for its "Spur Line" track. Coulas Viking contends that no such property interest exists. In 2009, Coulas Viking informed BRC that "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." See **Exhibit 6** at ¶ 31. BRC has continued using the Spur Line since 2009, and Coulas Viking assets that "Belt Railway's use and operation of the Spur Line is done without the permission of Viking Partners." See **Exhibit 6** at ¶ 13. Due to this alleged lack of permission, Coulas Viking has requested that the Circuit Court of Cook County (1) declare that BRC has no "legal right or interest" to use the property, (2) enjoin BRC rail service, (3) direct BRC to "remove…all railway ties and any equipment", and (4) order BRC to surrender possession of the disputed property.[8]

A cessation of BRC rail service on the "Spur Line" would be extremely harmful to Ingredion and the operation of the Argo Facility. See Waskiewicz V.S. at ¶¶ 27 – 39. Therefore,

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[7] It appears that the Coulas Viking property is actually in Bedford Park, Illinois. The name "Argo" is apparently used to describe the general area, but Argo does not appear to be a formal municipality.

[8] See requested relief in **Exhibit 6**, following ¶¶ 40, 46, and 53.

Ingredion sought and obtained leave of the Circuit Court of Cook County to intervene in the property dispute between Coulas Viking and BRC. See **Exhibit 7**. Due to the obvious preemption issues implicated by the relief sought by Coulas Viking, Ingredion also filed a Notice of Removal, removing the case to the U.S. District Court for the Northern District of Illinois. See **Exhibit 8**. Finally, Ingredion also filed a Motion to Dismiss or, in the Alternative, Stay in the U.S. District Court, asking the court to dismiss or, at least, stay the proceedings until the Board rules on this Petition for Declaratory Order. See **Exhibit 9**. The U.S. District Court has not yet ruled on the Motion to Dismiss or, in the Alternative, Stay.

III. Governing Law.

A. The Board has discretion regarding whether to issue a declaratory order.

The Board has authority to issue a declaratory order to "terminate a controversy or remove uncertainty."[9] In determining whether to issue a declaratory order, the STB has "broad discretion."[10]

B. Federal law preempts most state and local law affecting rail transportation.

"The jurisdiction of the Board over transportation by rail carriers....is exclusive." 49 U.S.C. § 10502(b). Moreover, the statutory definition of "transportation" is extremely broad, and includes, among other things, property and facilities "of any kind" related to the movement of passengers or freight via rail, "regardless of ownership or an agreement concerning use." 49 U.S.C. § 10102(9)(A).

The origin of this jurisdiction is the Interstate Commerce Act ("ICA"), as revised by the Interstate Commerce Commission Termination Act, and the courts have long recognized the

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[9] 5 U.S.C. § 554(e). See also 49 U.S.C. § 721(a).

[10] CSX Transportation, Inc. – Petition for Declaratory Order, STB Docket No. 34662, slip op. at 5 (served March 14, 2005); Town of Babylon and Pinelawn Cemetery – Petition for Declaratory Order, STB Docket No. 35057, slip op. at 3 (served Oct. 16, 2009).

broad preemptive effect of the relevant statutes. In the words of the Supreme Court, the ICA "is among the most pervasive and comprehensive of federal regulatory schemes."[11]

The exclusive jurisdiction of the Board over railroad transportation preempts most state and local laws affecting such transportation.[12] The purpose of such preemption is to "prevent a patchwork of local regulation from unreasonably interfering with interstate commerce."[13]

Preemption generally occurs either on a "categorical" basis or on an "as applied" basis.[14] Categorical preemption occurs when a state or local government (1) attempts to regulate matters that are regulated by the Board, such as construction, operation, or abandonment of rail lines; or (2) imposes preclearance or permitting requirements that could be used to deny a railroad the right to conduct rail operations.[15] "As applied" preemption occurs when state or local government action has the effect of unreasonably interfering with railroad operations.[16] State and local actions that are preempted as impermissible regulation include "state property law claims brought by non-government entities, where such claims would have the effect of

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[11] Chicago & North Western Transportation Company v. Kalo Brick & Tile Company, 450 U.S. 311, 318 (1981).
[12] See, e.g., Union Pacific Railroad Company v. Chicago Transit Authority, 647 F.3d 675, 678 (7th Cir. 2011) ("Congress's intent in the [Interstate Commerce Commission Termination] Act to preempt state and local regulation of railroad transportation has been recognized as broad and sweeping.") (citations omitted) ("UP v. CTA").
[13] See, e.g., United States Environmental Protection Agency – Petition for Declaratory Order, STB Docket No. 35803, slip op. at 7 (served Dec. 30, 2014) ("USEPA").
[14] Norfolk Southern Railway Company – Petition for Declaratory Order, STB Docket No. 35701, slip op. at 3 (served Nov. 4, 2013) ("Norfolk Southern – 35701").
[15] USEPA, slip op. at 7; Norfolk Southern – 35701, slip op. at 3.
[16] USEPA, slip op. at 8; Norfolk Southern – 35701, slip op. at 3.

interfering with railroad operations."[17] State law actions against railroads under a "nuisance" theory are also commonly preempted.[18]

Preemption does not bar all state and local action that may have any possible impact on railroad operations. For example, local governments retain certain police powers, such as enforcement of building and electrical codes.[19] As the Board recently stated, non-discriminatory state and local regulations to protect public health and safety are permissible "provided that…[they] do not have the effect of foreclosing or unduly restricting…[a railroad's] ability to conduct operations…or otherwise unreasonably burden interstate commerce."[20]

IV. Argument.

A. Preemption bars the relief sought and Board action is warranted.

The relief sought by Coulas Viking would impermissibly intrude into matters reserved for the exclusive jurisdiction of the Board. The Board must act to protect the national rail system from this attempt to bar rail service by a licensed common carrier railroad. Allowing a court to consider the relief sought in the Complaint would cede regulatory control over rail operations, discontinuance, and abandonment to courts applying state law – a result completely at odds with Congress' intent.

The relief sought is plainly preempted under consistent and unequivocal Board precedent. In one prior case, a landowner began a lawsuit in Utah state court seeking to force Union Pacific

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[17] Jie Ao and Xin Zhou – Petition for Declaratory Order, STB Docket No. 35539, slip op. at 4 (served June 6, 2012) (citation omitted).
[18] See, e.g., Norfolk Southern – 35701, slip op. at 4 (subjecting NS to nuisance lawsuits under state law for normal rail operations would "significantly hinder NSR's ability to function as a rail carrier").
[19] Joint Petition for Declaratory Order – Boston and Maine Corporation and Town of Ayer, MA, STB Docket No. 33971, slip op. at 9 (served May 1, 2001).
[20] SEA-3, Inc. – Petition for Declaratory Order, STB Docket No. 35853, slip op. at 7 (served March 17, 2015).

Railroad ("UP") to remove a rail line that was allegedly abandoned by UP and had become a nuisance. The Board found that the relief sought was preempted because the track at issue was yard track within the Board's exclusive jurisdiction.[21] Various similar cases have come to the same result. Less than one year ago, the Board stated:

> Finding that a landowner, under state law, could remove a rail carrier conducting vital operations at an ancillary facility needed for rail transportation could...give the landowner the right to completely cut off shippers and prevent the common carrier from carrying out its obligation to serve them.

Pinelawn Cemetery, slip op. at 10.

The fact that Ingredion may receive rail service from other railroads in addition to BRC is immaterial to the jurisdictional issue at hand. The Board has exclusive jurisdiction regarding rail service by Board-licensed carriers under 49 U.S.C. § 10501, and state law cannot intrude upon that jurisdiction. Moreover, the Board has a statutory duty to promote competitive rail service.[22] In short, without prior Board abandonment authorization, state law cannot be used to dislodge a Board-authorized railroad from a rail line.[23]

B. The relief sought is preempted both categorically and on an "as applied" basis.

Both "categorical" and "as applied" preemption are triggered by the Complaint. The relief sought by Coulas Viking is categorically preempted because it attempts to regulate matters

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[21] Joseph R. Fox – Petition for Declaratory Order, STB Docket No. 35161, slip op. at 6 (served May 18, 2009) ("because UP has continued to use the southern segment as part of the national rail network...that segment remains within the Board's jurisdiction").

[22] See, e.g., Waterloo Railway Company – Adverse Abandonment – Lines of Bangor and Aroostook Railroad Company and Van Buren Bridge Company in Aroostook County, Maine, STB Docket No. AB-124 (Sub-No. 2), slip op. at 6 (served May 3, 2004) (referring to the "strong statutory and Board policies favoring the preservation of rail-to-rail competition and the provision of adequate service for shippers").

[23] See, e.g., Thompson v. Texas Mexican Railway Company, 328 U.S. 134, 144 and 151 (1946) (finding state law action to enjoin railroad's use of tracks to be "premature" because the agency had not granted abandonment).

within the exclusive jurisdiction of the Board, namely the Board's exclusive jurisdiction over rail licensing, operations, abandonment, and discontinuance. See 49 U.S.C. §§ 10501, 10901, and 10903. The relief sought would effectively prevent a Board-licensed rail carrier from providing operations on its own track, a remedy clearly within the Board's exclusive purview.[24] In a recent decision, the Board found that a locomotive idling law in Delaware is preempted because "it has the effect of directly managing and governing the operation of locomotives that are essential parts of rail transportation."[25] The reasoning with respect to the relief sought in the Complaint is no different, and it is preempted as an impermissible regulation of rail transportation.

The relief sought by Coulas Viking would also act as an impermissible preclearance requirement for BRC to continue operating on the same track as it has done for over 100 years. Effectively, the Complaint seeks to condition BRC's rail operations on actions for trespass and ejectment under state law; subjecting BRC's operations to these state law standards is no different from applying an impermissible state law preclearance requirement. Board precedent is clear that preclearance requirements are preempted because they give the state law a veto power over rail transportation.[26]

The relief sought in the Complaint is also preempted on an "as applied" basis because, if granted, it would completely terminate BRC rail service, which is more than sufficient to show

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[24] See, e.g., Norfolk Southern – 35701, slip op. at 3 (preemption bars "permitting or preclearance requirements that…could be used to deny a railroad the right to conduct rail operations or proceed with activities the Board has authorized").

[25] Petition of Norfolk Southern Railway Company for Expedited Declaratory Order, STB Docket No. 35949, slip op. at 4 (served Feb. 25, 2016).

[26] See, e.g., Boston and Maine Corporation and Springfield Terminal Railroad Company – Petition for Declaratory Order, STB Docket No. 35749, slip op. at 5 (served July 19, 2013) (preemption bars local government's attempt to apply its zoning laws to rail service provided by Board-licensed carrier).

"unreasonable interference" with rail operations.[27] The Board has found much less intrusive state measures to be preempted, such as an adverse possession claim regarding a rail right-of-way railbanked under the National Trails System Act.[28] Similarly, states are prohibited from using their eminent domain authority to condemn parts of a rail right-of-way whenever such condemnation would unreasonably burden current or future railroad operations.[29]

Finally, the relief requested is also preempted because BRC would not be able to comply with both its common carrier obligation under federal law to provide rail service and also any state law injunction or ejectment from its rail line. In such a conflict, the federal law must prevail.[30]

C. Preemption bars the relief sought regardless of whether the track at issue is a common carrier line or excepted track.

The Board's exclusive jurisdiction over rail transportation preempts the relief sought in the Complaint regardless of whether the BRC track at issue is considered a common carrier rail line under 49 U.S.C. § 10901 or excepted track under 49 U.S.C. § 10906.

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[27] See, e.g., Norfolk Southern – 35701, slip op. at 3 (preemption can bar state actions on an "as applied basis" if the state actions "would have the effect of unreasonably burdening or interfering with rail transportation").

[28] Jie Ao and Xin Zhou, slip op. at 6 (adverse possession of rail-banked ROW found preempted because it "would unreasonably interfere with potential reactivation in the future").

[29] See, e.g., City of Lincoln – Petition for Declaratory Order, STB Docket No. 34425 (served Aug. 12, 2004) (preemption bars city from condemning 20-foot wide strip of railroad property for trail because narrowing rail right-of-way would hinder or prevent transportation); Wisconsin Central Ltd. v. City of Marshfield, 160 F.Supp.2d 1009 (W.D. Wis. 2000) (preemption bars city's attempt to condemn 6,800 feet of railroad passing track in order to build a highway overpass); Norfolk Southern Railway Company and the Alabama Great Southern Railroad Company – Petition for Declaratory Order, STB Docket No. 35196 (served March 1, 2010) (preemption bars city's attempt to condemn railroad property to create public park); UP v. CTA, 647 F.3d at 681-683 (preemption bars transit agency attempt to condemn parallel strip of railroad right-of-way, even though transit agency is currently using the strip).

[30] See, e.g., Buddy and Holley Hatcher – Petition for Declaratory Order, STB Docket No. 35581, slip op. at 5 (served Sept. 21, 2012) (state action is preempted whenever a private party cannot comply with both state and federal law).

Excepted track, just like § 10901 track, is "part of the national rail system" and subject to the Board's exclusive jurisdiction.[31] State and local governments cannot unreasonably interfere with the use of such excepted track even though no Board authorization is required for the construction, operation, or abandonment of such track.[32] The Board has made this point numerous times in its decisions over the years, with statements such as the following:

> When sections 10501(b) and 10906 are read together, it is clear that Congress intended to occupy the field and preempt state jurisdiction over excepted track such as yard track, even though Congress allowed rail carriers to construct, operate, and remove such facilities without Board approval.

Joseph R. Fox, slip op. at 4. The Board has repeatedly found that state and local actions are preempted as to excepted track, such as in decisions finding that landowners may not use state law to evict railroads operating on excepted track and that state and local governments may not impose permitting requirements on construction of excepted track.[33]

D. The track is likely a common carrier rail line.

Even though the exact status of the track is immaterial to the preemption question, it appears that the BRC track at issue is a rail line subject to Board licensing under 49 U.S.C. § 10901. Proper characterization of track depends upon the "intended use" of the track and

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[31] Pinelawn Cemetery, slip op. at 6-7.

[32] The Board has also found that preemption bars state action that would unreasonably interfere with operations of a Board-authorized railroad serving a shipper on private track. Boston and Maine, slip op. at 4.

[33] Pinelawn Cemetery (landowner cannot use state law to evict railroad from excepted track); The New York City Economic Development Corporation – Petition for Declaratory Order, STB Docket No. 34429 (served July 15, 2004) (state government may not require environmental review for construction of excepted track). See also Port City Properties v. Union Pacific Railroad Company, 5518 F.3d 1186, 1188 (10th Cir. 2008) (Congress intended to preempt state regulation of excepted track).

evaluation of all relevant facts.[34] Here, the actual use of the track across the disputed property is to enable BRC to reach the Argo Facility; BRC would have no access to the Argo Facility if it were not for this track. See Waskiewicz V.S. at ¶ 28. As shown in **Exhibit 1**, the Argo Facility is separated from the nearby BRC Clearing Yard by grade separated crossings at Archer Avenue and South Harlem Avenue.[35] Additionally, the track crosses underneath a separate rail line at yet another grade-separated crossing. Hence, the track functions to "extend substantially the line of a carrier into new territory."[36] The Argo Facility receives rail service from two other railroads – CN and IHB – meaning that the BRC track also functions to create competitive rail service for Ingredion, which is another indicator that § 10901 applies.[37] The track is owned and maintained by BRC. See Waskiewicz V.S. at ¶16. See also **Exhibit 6** (Complaint) at ¶¶ 31-33, 44, and 50. The amount of traffic carried over the track is high, with {[redacted]} inbound loaded rail cars annually over the past 15 years. See Waskiewicz V.S. at ¶ 10. Both of these factors further indicate that the BRC track is a common carrier rail line.[38]

V. The Board Should Exercise Its Discretion and Issue the Requested Declaratory Order.

Action by the Board is warranted because "[t]he right to proceed under state property law…is conditioned upon that action not unreasonably burdening or interfering with rail transportation."[39] Consequently, the courts may not enjoin rail service as requested in the

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[34] ParkSierra Corporation – Lease and Operation Exemption – Southern Pacific Transportation Company, STB Docket No. 34126, slip op. at 5 (served Dec. 26, 2001).
[35] Ingredion-owned track uses one of these two grade-separated crossings. See Waskiewicz V.S. at ¶ 14.
[36] Brazos River Bottom Alliance – Petition for Declaratory Order, STB Docket No. 35781, slip op. at 4 (served Feb. 19, 2014) (quotation omitted).
[37] See, e.g., Big Stone – Grant Industrial Development and Transportation, LLC – Construction Exemption – Ortonville, MN and Big Stone City, SD, ICC Docket No. 32645, 1995 ICC Lexis 254 (served Sept. 26, 1995) (proposed two-mile track bringing competitive rail service to industrial park is common carrier rail line subject to ICC licensing).
[38] ParkSierra, slip op. at 5.

Complaint, or otherwise unreasonably interfere with rail operations. See Sections III.B, IV.A, and IV.B. As previously explained, only the Board can order the cessation of common carrier rail service. Due to the gravity of this threatened intrusion into the Board's exclusive jurisdiction, and the serious implications for Ingredion if rail service were prevented, a Board declaratory order is warranted.

Given that the law on this issue is clear, there is no need to institute a formal proceeding; instead, the Board should simply provide guidance to the courts on the preemption question raised herein.[40]

VI. Ingredion Has Standing.

The Board recently made clear that it is "not bound by the strict requirements of standing that govern judicial proceedings."[41] In this Petition, Ingredion seeks an order from the Board protecting BRC's rail service from an injunction and other unreasonable interference sought under state law. Ingredion has standing to make this request. Severe adverse consequences would affect Ingredion if BRC rail service were enjoined or otherwise hindered. One of the foundational purposes and goals of the Board as a regulatory agency is to support and protect the national rail system and, by implication, shippers like Ingredion. In short, the Board has a duty

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[39] Wichita Terminal Association, BNSF Railway Company, and Union Pacific Railroad Company – Petition for Declaratory Order, STB Docket No. 35765, slip op. at 7 (served June 23, 2015).

[40] See, e.g., SEA-3, Inc., slip op. at 4 ("Where the law is clear, the Board may decline to institute a proceeding and instead provide guidance on the preemption issue presented…").

[41] Diana Del Grosso, Ray Smith, Joseph Hatch, Cheryl Hatch, Kathleen Kelley, Andrew Wilklund, and Richard Kosiba, STB Docket No. 35652, slip op. at 3 (served Dec. 4, 2014). See also James Riffin – Petition for Declaratory Order, STB Docket No. 34501, slip op. at 5 (served Feb. 23, 2005) ("[a]dministrative agencies are not bound by the strict requirements of standing that otherwise govern judicial proceedings").

"to preserve and promote continued rail service."[42] For these reasons alone, Ingredion has standing to file this Petition.

Despite the fact that the Board is not bound by traditional standing rules, the Board does sometimes look to these rules when a concern about standing is raised.[43] Under Supreme Court precedent, standing has three components: (1) an invasion of a legally protected interest which is "actual or imminent"; (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.[44] Under these rules, Ingredion has standing to assert preemption against Coulas Viking's efforts to stop BRC rail service. Specifically, Ingredion meets the Lujan standing test because:

- Legally protected interest. Ingredion has a "federal right to receive common carrier rail service"[45] and the cessation of rail service to the Argo Facility would cause actual and immediate injury to Ingredion. See, e.g., Waskiewicz V.S. at ¶ 37. The potential injury is imminent because it would result immediately from the relief actively being sought Coulas Viking under state law, with no certainty about when such relief might be granted.

- Causal connection. The relief sought in the state law claim includes an injunction against BRC rail service; such a cessation of rail service would directly and inevitably lead to severe harms to Ingredion. See Waskiewicz V.S. at ¶¶ 27 – 39.

- Injury redress. A Board statement that the relief sought under state law is preempted by federal law and the Board's exclusive jurisdiction over rail operations would preclude the cessation of rail service and, by implication, the injuries facing Ingredion.

Whether or not the traditional rules of standing are applied, the Board should consider Ingredion's Petition. The Board has a statutory duty to uphold the national rail transportation policy, which includes "ensur[ing] the development and continuation of a sound rail

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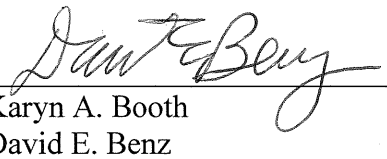
[42] New York Cross Harbor Railroad v. STB, 374 F.3d 1177, 1187 (D.C. Circ. 2004) (quotation omitted). See also Norfolk Southern Railway Company – Adverse Abandonment – St. Joseph County, IN, STB Docket No. 290 (Sub-No. 286), slip op. at 3 (served Feb. 14, 2008) (The Board "preserve[s] and promote[s] continued rail service where a carrier has expressed a desire to continue operations.").
[43] James Riffin, slip op. at 5.
[44] Lujan v. Defenders of Wildlife, 504 U.S. 555, 560-561 (1992) (citations omitted).
[45] Boston and Maine, slip op. at 2.

transportation system."[46] The intent of Congress is that the Board preserves and protects the use of rail transportation as part of interstate commerce, and the Board should fulfill that role by considering the Petition filed by Ingredion.

VII. Conclusion.

The Board should exercise its discretion and issue the requested declaratory order. A controversy plainly exists regarding the relief sought in the Complaint, which would intrude into matters under the exclusive jurisdiction of the Board, such as rail operations and abandonment, and bar rail service by a Board-licensed carrier. The requested relief strikes at the heart of the Board's mission to support and protect the national rail system, and prompt Board action is warranted.

Respectfully submitted,



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March 24, 2016

[46] 49 U.S.C. § 10101(4).

CERTIFICATE OF SERVICE

I hereby certify that on this 24th day of March 2016, I served a copy of the foregoing upon counsel for the entities listed below via U.S. first-class mail, postage prepaid.

John M. Touhy Katharine E. Heitman Baker & Hostetler LLP 191 North Wacker Drive, Suite 3100 Chicago, IL 60606 *Counsel for Coulas Viking Partners LP*	Thomas I. Matyas Aaron J. Hersh Locke Lord LLP 111 South Wacker Drive Chicago, IL 60606 *Counsel for The Belt Railway Company of Chicago*

David E. Benz

PUBLIC VERSION – CONFIDENTIAL MATERIAL REDACTED

Verified Statement of Tom Waskiewicz

in support of
Petition for Declaratory Order

STB Finance Docket No. _____

PUBLIC VERSION – CONFIDENTIAL MATERIAL REDACTED

BEFORE THE
SURFACE TRANSPORTATION BOARD

INGREDION, INC. – PETITION FOR DECLARATORY ORDER	)	**STB Finance Docket No. _____**

VERIFIED STATEMENT OF THOMAS WASKIEWICZ

I. Introduction.

1. My name is Thomas Waskiewicz, and I am the Senior Manager Logistics, Rail for Ingredion, Inc. ("Ingredion"). Ingredion is a global company that manufactures sweeteners, starches, and other ingredients from agricultural products such as corn, rice, and potatoes. The ingredients manufactured by Ingredion are utilized in thousands of consumer and industrial products every day, including food items, paper products, pharmaceuticals, and other end-use products.

2. In my role as the Senior Manager Logistics, Rail for Ingredion, I am responsible for rail contracting, compliance, and service. I have worked in my current position at Ingredion for eighteen (18) years. I was hired in January 1998 when Ingredion was known as Corn Products International, Inc. and my job title immediately after hiring was the Director of Rail Transportation.

3. I am submitting this Verified Statement ("V.S.") in support of the Petition for Declaratory Order ("Petition") submitted by Ingredion to the Surface Transportation Board. The purpose of this V.S. is to provide factual background regarding the Ingredion facility in Bedford

Park, Illinois known as the "Argo Facility." In addition, my testimony will focus on rail service performed by the Belt Railway Company of Chicago ("BRC") to the Argo Facility.

II. The Argo Facility.

4. The Argo Facility is a corn processing plant in Bedford Park owned and operated by Ingredion since the early 20th century. Ingredion began operating at the Argo Facility in the 1906-1908 time period after the initial Facility construction when Ingredion was known as Corn Products Refining Company. Ingredion has gone through several name changes and mergers in the last 100 years, but Ingredion, under various names, has owned and operated the Argo Facility since it was constructed.

5. The Argo Facility is the largest of Ingredion's many worldwide facilities. At the Argo Facility, Ingredion manufactures a variety of food and industrial ingredients from corn, including corn syrup, corn starch, and corn gluten feed.

6. Over 350 Ingredion employees work at the Argo Facility, and there are also more than 200 full time contractors employed at the Facility.

7. The Argo Facility is a large, complex industrial installation consisting of numerous buildings, structures, and functions.

8. The Argo Facility is highly dependent on rail service; it is configured to load, unload, accept, and move commodities based on rail transportation, and railroad tracks can be found between and among many of the buildings. These internal facility tracks are owned and maintained by Ingredion as private plant tracks; they connect and lead to various buildings, loading and unloading areas, a rail scale, a wash rack, outbound release areas, and storage space.

9. Ingredion utilizes rail transportation for both inbound raw materials and outbound manufactured products. Tracks of three different common carrier railroads connect to the Argo

Facility: BRC, the Canadian National Railway ("CN"), and the Indiana Harbor Belt Railroad ("IHB").

III. Inbound Corn Traffic to the Argo Facility.

10. Ingredion relies heavily upon BRC for inbound deliveries of corn. In 2015, BRC delivered {[redacted]} inbound corn. Over the past fifteen years, BRC has delivered {[redacted]} inbound rail cars of corn annually to the Argo Facility. Corn delivered by BRC generally originates in Wisconsin on the Wisconsin & Southern Railroad ("WSOR") before being interchanged to BRC in Chicago.

11. Ingredion buys corn on a delivered basis from the suppliers in Wisconsin. Therefore, the corn supplier, not Ingredion, pays the transportation rates charged by WSOR and BRC. To the best of my knowledge, the corn supplier pays WSOR for the entire transportation movement, which includes the BRC switching cost.

12. Attached as **Exhibits 3** and **4** to the Petition are two recent bills of lading for inbound corn traffic delivered by BRC to the Argo Facility. Both bills of lading show that the corn was routed on WSOR and BRC from origins in Wisconsin to the destination at Argo, Illinois, with Ingredion designated as the consignee. To the best of my knowledge, "Argo, Illinois" is the name of a railroad station that is synonymous with Ingredion's Argo Facility.

IV. Belt Railway Company of Chicago.

13. BRC transportation to the Argo Facility occurs via BRC track that connects to Ingredion-owned track on the east side of the Argo Facility. A satellite view is attached at **Exhibit 1** to the Petition. In this satellite view, the Argo Facility is to the far left, off the page just beyond Archer Avenue and just beyond the notation "Ingredion Plant."

14. Ingredion-owned track extends from the Argo Facility (a.k.a., "Ingredion Plant"), underneath Archer Avenue, and through the blue highlighted area with the notation "Ingredion Track." The length of track from Archer Avenue to the right (east) end of the blue-highlighted area is approximately 500 feet long. There is a gate across the Ingredion-owned track underneath Archer Avenue, at the left (west) end of the underpass. Thus, Ingredion-owned track extends approximately 500 feet outside the gate.

15. Approximately at the right (east) end of the blue highlighted track on **Exhibit 1**, there is a derail device. This is the location where Ingredion-owned track ends and BRC track begins. BRC track continues through the majority of **Exhibit 1** along the route named "Spur Track" and then exits **Exhibit 1** at the bottom right at an underpass beneath South Harlem Avenue. Beyond the underpass, the BRC track eventually reaches the Clearing Yard owned and operated by BRC.

16. Ingredion owns and maintains the track to the left (west) of the derail device. BRC owns and maintains the track to the right (east) of the derail device. BRC also maintains the derail device itself.

17. To the best of my knowledge, the Ingredion and BRC tracks described above were constructed sometime around or before 1915, and BRC or its predecessors has been providing rail service to the Argo Facility via these tracks since approximately 1915.

18. BRC or its predecessors has been providing rail service in the Chicago area since the late 19th century.

19. Ingredion communicates regularly with BRC to coordinate deliveries of the inbound corn. BRC delivers the cars to a point near the derail device mentioned above, where the BRC track connects to Ingredion-owned track. After BRC delivers the cars to that point,

Ingredion's contractor picks up the cars using its private switching locomotives and takes the cars past the Archer Avenue gate and into the Argo Facility.

20. Ingredion pays demurrage charges to BRC when Ingredion does not accept delivery of the inbound loaded corn cars within the applicable free time. In these cases, BRC holds the cars in its Clearing Yard until Ingredion notifies BRC that it is ready to accept delivery.

21. Though the inbound corn movement is the overwhelming majority of BRC transportation for Ingredion at the Argo Facility, Ingredion also ships an occasional tank car of corn syrup via BRC from the Facility to Tootsie Roll in Chicago, which is served by BRC.

V. Chicago, Peoria & Western Railway.

22. Ingredion has a corporate subsidiary known as the Chicago, Peoria & Western Railway ("CPW"). Although CPW continues to exist as a corporate entity, it plays no role in Ingredion's day-to-day operations.

23. The Ingredion track connecting to BRC at the derail device described above is owned by Ingredion on land owned by Ingredion. Neither the track nor the land is owned by CPW.

24. I am aware that Ingredion explored using CPW to operate tracks in the Argo Facility as a common carrier in the 2002 time period, but this proposal was never implemented.

25. I also understand that Ingredion explored hiring a third party called the North American Industrial Railway, Inc. ("NAIR") to operate tracks in the Argo Facility as a common carrier around 2005, but I am not aware that this proposal was ever implemented, either.

26. Ingredion continues to use its private rail switching contractor for internal switching operations at the Argo Facility, the same as it has done for many years.

VI. Effect of Loss of BRC Rail Service.

27. I understand that the owner of the Weldbend facility on South Harlem Avenue began a lawsuit against BRC, and that the owner is asking the court to prevent BRC rail operations to the Argo Facility and to order the removal of BRC track.

28. If BRC were barred from serving the Argo Facility, the adverse consequences for Ingredion would be severe and far-reaching. The BRC does not connect to the Argo Facility anywhere other than at the derail device on the track described above.

29. Ingredion relies upon BRC for the majority of the inbound corn to the Argo Facility. The role played by BRC could not be fulfilled by either CN or IHB. BRC enables valuable, cost-effective access for Ingredion to WSOR and, by extension, the Wisconsin corn suppliers. Losing access to BRC would mean loss of this efficient and cost-effective corn supply for Ingredion. Ingredion could not absorb the higher costs from non-BRC transportation and still operate competitively at its current level of production.

30. The relative proximity of the Argo Facility to BRC's Clearing Yard is also a major benefit. BRC holds inbound corn cars at the Clearing Yard until Ingredion is ready to accept delivery; sometimes, Ingredion must pay demurrage charges to BRC for exceeding the free time, but the operational flexibility inherent in this process is critical to the smooth-functioning of the Argo Facility.

31. Internal tracks at the Argo Facility are configured so that Ingredion can rely upon and benefit from significant corn deliveries by BRC.

32. Trying to utilize CN or IHB for all the inbound corn now delivered by BRC would lead to significant congestion at the Argo Facility, delays, and noticeably higher operational costs on the order of several million dollars per year.

33. Ingredion already utilizes CN and IHB for other transportation needs, including outbound manufactured products, inbound coal, and a smaller volume of inbound corn. However, use of CN and IHB for substantial additional inbound corn deliveries would not only be economically less competitive, but it would also likely cause severe congestion at the Argo facility and, thus, would be logistically and operationally problematic. CN and IHB use different tracks to access the Argo Facility, enter the Facility on different sides than BRC, and use tracks that come from different directions. The small amount of corn they transport comes from states other than Wisconsin.

34. As I mentioned, tracks at the Argo Facility are optimally configured for BRC's use of the rail spur to deliver inbound corn. The configuration of the tracks would not efficiently allow for CN and/or IHB to deliver {[redacted]} additional corn cars annually based on the finite amount of track space at the Argo Facility. As just one example, the Argo Facility currently ships dozens of outbound cars on a daily basis via CN and IHB. These may be empty cars or cars containing manufactured products for Ingredion's customers. To facilitate pickup by CN and IHB, these cars must be placed on the CN and IHB release tracks at the Argo Facility. There is simply not enough room on these release tracks to also accept the dozens of additional outbound empty corn cars that would result from a cessation of BRC operations.

35. Replacing BRC with truck transportation is not a viable option for various reasons. The Argo Facility is designed to rely on rail transportation of corn; a significant redesign of the Facility's infrastructure and operations would be needed if corn could not be delivered by rail. Use of truck transportation would also prevent the flexibility inherent in Ingredion's current coordination with BRC regarding delivery times. Additionally, truck transportation would not be cost effective. The number of truck trips required would also be

operationally prohibitive, especially considering that four truck trips would be needed to replace each rail car. There is simply not enough space at the Argo Facility for this many trucks, and local opposition to such an increase in truck traffic might occur given the residential character of the area surrounding the Facility.

36. Ingredion operates in a competitive marketplace. There are numerous other companies that have corn processing facilities in the Midwest area. Without BRC, the competitiveness of the Argo Facility would be severely damaged. Ingredion would lose many of its Midwestern customers that currently buy products manufactured at the Argo Facility.

37. The effect of a cessation of BRC operations would be felt almost immediately at the Argo Facility. Corn supply would be curtailed, leading to reduced production rates at the Facility. Ingredion's customers would seek out other Midwest suppliers for the corn syrup, corn starch, corn gluten feed, and other products manufactured at the Argo Facility. Once lost to Ingredion's competitors, it would be very difficult if not impossible for Ingredion to regain these customers. They would have already established new relationships with their new suppliers, and they may question the reliability of the Argo Facility's production. Ingredion has spent many years fostering relationships with its customers, and these relationships could be irreparably harmed by a sudden interruption in supply from the Argo Facility.

38. Therefore, even a temporary bar of BRC operations to the Argo Facility would be extremely damaging to Ingredion.

39. While it is difficult to predict the exact long-term ramifications of a loss of BRC access to the Argo Facility, it is quite likely that operations at the Argo Facility would be permanently curtailed due to the diminished competitiveness of the Facility.

VERIFICATION

I, Thomas Waskiewicz, verify under penalty of perjury that I have read the foregoing Verified Statement, that I know the contents thereof, and that the same are true and correct to the best of my knowledge. Further, I certify that I am qualified and authorized to file this statement.

Thomas Waskiewicz

Exhibits

Exhibit Number	Description
1	satellite view of the area and tracks (color)
2	notice regarding dissolution of North American Industrial Railway, Inc.
3	bill of lading for inbound corn shipment from Orfordville, WI to the Argo Facility via WSOR and BRC in February 2016
4	bill of lading for inbound corn shipment from Darien, WI to the Argo Facility via WSOR and BRC in February 2016
5	Belt Railway Company of Chicago Tariff 8002-G
6	Second Amended Complaint for Declaratory, Injunctive and Other Relief (filed Jan. 12, 2015 in the Circuit Court of Cook County, Illinois)
7	order of Circuit Court of Cook County, Illinois, approving intervention of Ingredion (issued Feb. 23, 2016)
8	Notice of Removal (filed Mar. 24, 2016 in the U.S. District Court for the Northern District of Illinois)
9	Motion to Dismiss or, in the Alternative, Stay (filed Mar. 24, 2016 in the U.S. District Court for the Northern District of Illinois)

EXHIBIT 1

INGREDION PLANT

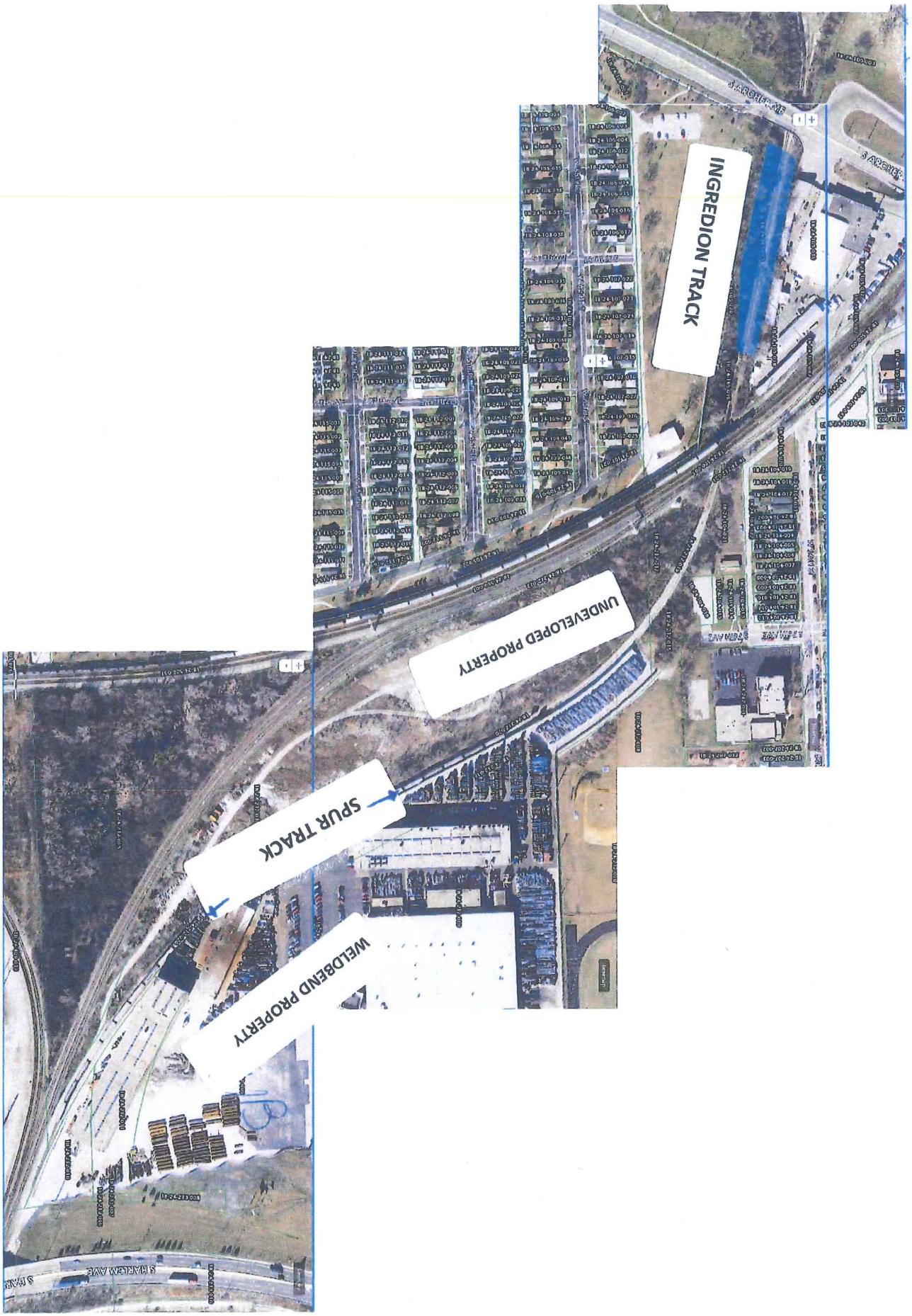


EXHIBIT 2

Anniversary SEPTEMBER
County COOK

STATE OF ILLINOIS
Office Of
THE SECRETARY OF STATE

D 6442-835-7
File Number

CERTIFICATE OF DISSOLUTION OF DOMESTIC CORPORATION
BUSINESS CORPORATION ACT

WHEREAS it appears that

NORTH AMERICAN INDUSTRIAL RAILWAY, INC.
% MICHAEL J. DALEY 090905
200 W ADAMS ST STE. 2500
CHICAGO IL 60606

CP0663165 , ...ation organized under the laws of the State of Illinois relating to Domestic Corporations has failed to **file an annual report and pay an annual franchise tax**

as required by the provisions of "The Business Corporation Act" of the State of Illinois, in force JULY 1, A.D. 1984 and all acts amendatory thereof; AND WHEREAS, said acts provided that upon failure to **file an annual report and pay an annual franchise tax**

the Secretary of State shall dissolve the corporation.

NOW THEREFORE, the Secretary of State of the State of Illinois, hereby dissolves the above corporation in pursuance of the provisions of the aforesaid Act.

IN TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois.

Done at the City of Springfield,

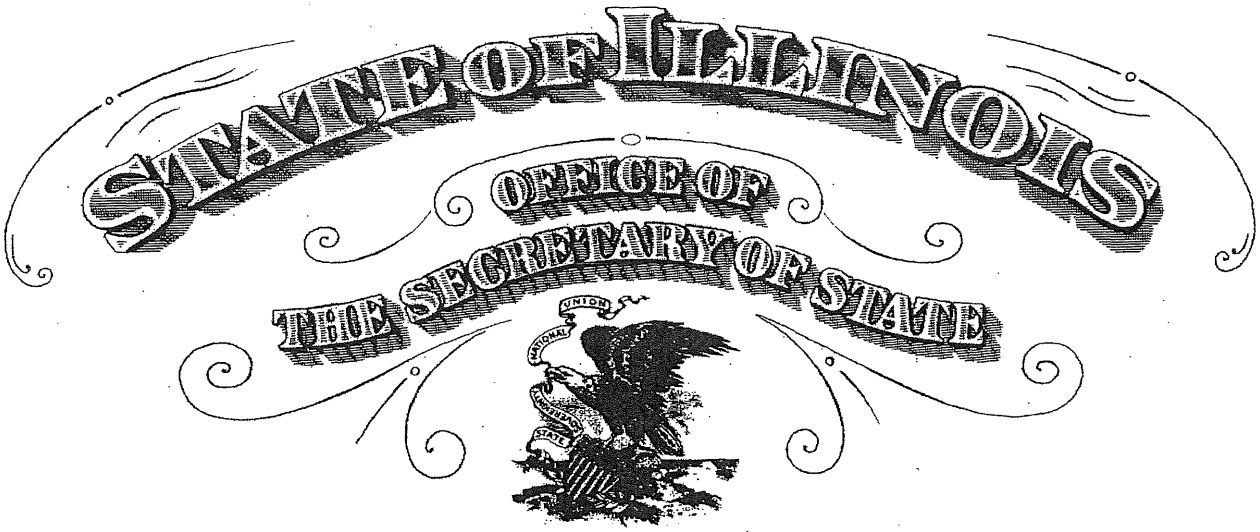
this 9 th day of FEBRUARY A.D. 2007

Jesse White
Secretary of State

H005374

(Form CDBD10 - Rev. 09/23/2002)

File Number 6442-835-7



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

ATTACHED HERETO IS A TRUE AND CORRECT COPY, CONSISTING OF 1 PAGE(S), AS TAKEN FROM THE ORIGINAL ON FILE IN THIS OFFICE FOR NORTH AMERICAN INDUSTRIAL RAILWAY, INC..

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 14TH *day of* MARCH *A.D.* 2016 .

Jesse White

SECRETARY OF STATE

Authentication #: 1607400489 verifiable until 03/14/2017.
Authenticate at: http://www.cyberdriveillinois.com

EXHIBIT 3

WSOR
Bill of Lading (Pattern ID: ARGOORF)

EDI Status: Sent

Car Initial and No.		Kind	No Cars	Bol Date and Time	Bill of Lading #
MGHX	1018	RR	25	Feb 24 2016 2:36PM	2015-57A

Destination	Station	State	Origin	Station	State
499	ARGO	IL	110	ORFORDVILLE	WI

Route	A / S	Ref #	Qual
WSOR CHGO BRC	S		

Consignee
INGREDION
ARGO, IL

Shipper
FARM CITY ELEVATOR
ORFORDVILLE, WI 53576

Weighed
Shipper's Weight Agreement

Gross	0	**Section 7**	No
Tare	0	**Method of Payment**	PP
Allowance	0		
Dunnage	0		
Net	200000		

STCC 0113215 **Declared Value** **Per**

Pkgs	Qual	Lading Description	Amount	Weight	Volume	Qual	Rate	PER
25	CLD	CORN ORIGIN GRADES/DEST WEIGHTS WSOR C20070 TO APPLY COMBINES WITH DARIEN 25 CARS ACCT: CSE/LANDMARK/BSE						

Additional Equipment

Initial	Number	Net Weight	Gallons	Seal	Initial	Number	Net Weight	Gallons	Seal
FRTX	49102	200000.0000	0		FRTX	47307	200000.0000	0	
FRTX	47135	200000.0000	0		MGHX	1049	200000.0000	0	
FRTX	472171	200000.0000	0		FRTX	47339	200000.0000	0	
FRTX	76236	200000.0000	0		MGHX	1002	200000.0000	0	
FRTX	47019	200000.0000	0		FRTX	3419	200000.0000	0	
FRTX	3503	200000.0000	0		FRTX	472156	200000.0000	0	
MGHX	1038	200000.0000	0		FRTX	472498	200000.0000	0	
MGHX	1023	200000.0000	0		FRTX	47200	200000.0000	0	
MGHX	1029	200000.0000	0		FRTX	76157	200000.0000	0	
MGHX	1005	200000.0000	0		FRTX	472497	200000.0000	0	
MGHX	1012	200000.0000	0		FRTX	76218	200000.0000	0	
MGHX	1032	200000.0000	0		MGHX	1015	200000.0000	0	

Additional Parties
Party to Receive Freight Bill
FARM CITY ELEVATOR
P O BOX 628
104 WISCONSIN AVENUE
DARIEN, WI 53114

EXHIBIT 4

WSOR
Bill of Lading (Pattern ID: BRCINGREDION)

EDI Status: Sent

Car Initial and No.		Kind	No Cars	Bol Date and Time	Bill of Lading #
BGCX	7002	RR	50	Feb 24 2016 3:04PM	022416

Destination	Station	State	Origin	Station	State
499	ARGO	IL	440	DARIEN	WI

Route	A / S	Ref #	Qual
WSOR CLEAR BRC	S		

Consignee
INGREDION INC

ARGO, IL 60501

Shipper
ELBURN COOP
TRACK 273
DARIEN, WI 53114

Weighed
Shipper Certified Scale Weights

Gross	0
Tare	0
Allowance	0
Dunnage	0
Net	197265

Section 7 No
Method of Payment PP

STCC 0113215 **Declared Value** **Per**

Pkgs	Qual	Lading Description	Amount	Weight	Volume	Qual	Rate	PER
50	CLD	CORN ORIGIN WEIGHTS & GRADES BGCX 7002 - BGCX 1017 ACCT OF ECC,CSE BGCX 10258 - BGCX 70510 ACCT OF ECC, DREYFUS, GAGE, LANSING, ATTEBURY, CSE						

Additional Equipment

Initial	Number	Net Weight	Gallons	Seal	Initial	Number	Net Weight	Gallons	Seal
BGCX	10867	200610.0000			BGCX	7004	196390.0000		
BGCX	70504	200205.0000			BGCX	12308	199730.0000		
BGCX	11790	200925.0000			BGCX	70503	199870.0000		
BGCX	11128	201545.0000			BGCX	11001	200550.0000		
BGCX	12071	201790.0000			BGCX	10931	200650.0000		
BGCX	11778	201525.0000			BGCX	1014	197100.0000		
BGCX	10772	200260.0000			BGCX	70509	199935.0000		
BGCX	10224	198700.0000			BGCX	7008	196960.0000		
BGCX	7007	197220.0000			BGCX	1016	196840.0000		
BGCX	11854	202940.0000			BGCX	12566	199160.0000		
BGCX	70501	200530.0000			BGCX	7005	196630.0000		
BGCX	70505	198790.0000			BGCX	1017	197005.0000		
BGCX	10258	198785.0000			BGCX	11328	201055.0000		
BGCX	70506	199630.0000			BGCX	1009	196765.0000		
BGCX	70502	200070.0000			BGCX	7006	197050.0000		
BGCX	1018	196860.0000			BGCX	11760	200845.0000		
BGCX	7003	196520.0000			BGCX	10870	200935.0000		
BGCX	10717	200105.0000			BGCX	11044	199815.0000		
BGCX	10868	200535.0000			BGCX	7001	197005.0000		
BGCX	1013	196660.0000			BGCX	70507	202490.0000		
BGCX	10940	200655.0000			BGCX	1019	196285.0000		
BGCX	11302	200000.0000			BGCX	12290	199700.0000		
BGCX	70508	199525.0000			BGCX	1015	197190.0000		
BGCX	11327	201845.0000			BGCX	10207	198735.0000		
BGCX	70510	198655.0000							

Additional Parties
Account of (Destination Party)
ECC,CSE

Account of (Destination Party)

ECC,DREYFUS,GAGE,LNSNG,ATTEBURY,CSE

Party to Receive Freight Bill
ELBURN COOPERATIVE
PO BOX 160
461 W MADISON STREET
DARIEN, WI 53114

EXHIBIT 5

EXCEPT AS OTHERWISE INDICATED, CHARGES IN THIS TARIFF HAVE BEEN INCREASED AS PROVIDED IN ITEM 9.

BRC 8002-G
(Cancels BRC 8002-F)

THE BELT RAILWAY COMPANY OF CHICAGO

FREIGHT TARIFF BRC 8002-G
(Cancels Freight Tariff BRC 8002-F)

INTERMEDIATE, TERMINAL, AND OTHER
CHARGES, RATES, RULES, AND REGULATIONS

APPLYING ON

LOADED AND EMPTY CARS
BETWEEN CONNECTIONS NAMED WITHIN

AND ALSO ON

FREIGHT TRAFFIC
ORIGINATING OR TERMINATING OUTSIDE THE CHICAGO SWITCHING DISTRICT
FROM OR TO INDUSTRIES LOCATED ON THE BELT RAILWAY COMPANY OF CHICAGO

This tariff governed by Uniform Classification as provided herein.

SWITCHING TARIFF

ISSUED January 1, 2015 EFFECTIVE January 1, 2015

ISSUED BY;
M. MARTINEZ
Director Agency & Customer Service
6900 South Central Avenue
Chicago, Illinois 60638

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RULES AND OTHER GOVERNING PROVISIONS

GENERAL RULES AND REGULATIONS

ITEMS	SUBJECT	APPLICATION
5	DESCRIPTION OF GOVERNING CLASSIFICATION	The term "Uniform Classification" when used herein means UFC 6000 Series, issued by Uniform Classification Committee, Agent.
9	SELECTIVE RATE INCREASE	(1) Charges published in this tariff have not increased unless otherwise indicated.
10	EXPLOSIVES, TIH, DANGEROUS AND RADIOACTIVE ARTICLES	For rules and regulations governing the transportation of explosives, TIH, radioactive and other dangerous articles by freight, also specifications for shipping containers and restrictions governing the acceptance and transportation of explosives and other dangerous articles, see Freight Tariff BOE 6000 Series.
15	REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC.	When reference is made in this tariff to tariffs, items, notes, rules, etc., such references are continuous and include supplements to and successive issues of such tariffs and reissues of such items, notes, rules, etc.
20		Shipments made under the charges contained in this tariff are entitled also to terminal services and privileges, and are subject to the charges, allowances, rules and regulations legally applicable thereto, as provided in separately

	TERMINAL PRIVILEGES OR SERVICES	published, lawfully filed tariffs. EXCEPTION When provisions of this tariff specifically provide any such charge, allowance, rule or regulation, corresponding or conflicting provisions in such separate tariffs will not apply.
25	NON-APPLICATION OF TRANSIT	Transit will not be allowed in connection with charges in this tariff.
30	CAPACITIES AND DIMENSIONS OF CARS	For marked capacities, length, dimensions and cubic capacities of cars, see the Official Railway Equipment Register, RER 6411 Series, issued by the R.E.R. Publishing Corporation, Agent.
35	NATIONAL SERVICE ORDER TARIFF	This tariff, including supplements thereto, is subject to provisions of various Interstate Commerce Commission Service Orders and General Permits as shown in NSO 6100 Series.
40	DEFINITION OF CHICAGO SWITCHING DISTRICT	The term "Chicago Switching District " as used in this tariff shall incorporate the Chicago Switching District as defined in the former Western Trunk Lines freight tariff ICC WTL 8020 Series.
45	METHOD OF CANCELING ITEMS	As this tariff is supplemented, numbered items with letter suffixes cancel correspondingly numbered items in the original tariff or in a prior supplement. Letter suffixes will be used in alphabetical sequence starting with A. Example: Item 100-A cancels Item 100, and Item 200-B cancels Item 200-A in a prior supplement, which in turn canceled Item 200.
50	METHOD OF DENOTING REISSUED MATTER IN SUPPLEMENTS	Matter brought forward without change from one supplement to another will be designated as "Reissued" by a reference mark in the form of a square enclosing a number (or letter and number) being that of the supplement in which the reissued matter first appeared in its currently effective form. To determine its original effective date, consult the supplement in which the reissued matter first became effective.
55	DEMURRAGE PLAN AND PRICES	Shipments transported under this tariff are subject to demurrage charges published in BRC 6004 series, supplements thereto or successive issues thereof.
60	ARTICLES ON WHICH CHARGES APPLY	All commodities carload.
65		1. For list of Industries located on the Belt Railway Company of Chicago, refer to Section Three of this tariff. 2. When changes occur in the corporations, firms or individuals using industry tracks,this issue will be corrected as soon as practicable, but until such correction is made the

	LIST OF INDUSTRIES	same charge will apply as for the industry previously using the same track. In case of location of a new industry, if switching service has been arranged for by the Belt Railway Company of Chicago and the cars are offered for movement before such industry is added to this tariff, the charge authorized from or to the Belt Railway Company of Chicago zone in which the new industry is located will apply.
70	HANDLING OF LIVESTOCK	The Belt Railway Company of Chicago does not have facilities for feeding, watering or resting Livestock and will only accept shipments of Livestock when advance arrangements have been made through the Office of the General Manager Transportation.
75	TOFC/COFC SERVICE	1. Trailers or containers on a flat car, TOFC or COFC, will be considered a loaded freight car for revenue billing purposes whether the trailer or container is loaded or empty. 2. When flat cars are coupled in an articulated fashion, each platform of the articulated equipment will be considered as a separate car for revenue billing purposes.
80	APPLICATION OF CHARGES	Section One charges apply on all traffic handled in terminal switching service between industries or team tracks located on The Belt Railway Company of Chicago and connecting lines, where the origin or destination is beyond the Chicago Switching District. (See Notes 1, 2 and 5). Section Two charges apply on all traffic, loaded or empty, handled in intermediate service between connections. (See Notes 3, 4 and 5.) Note 1.-Applies only on traffic where the thru rate makes provision for absorption, in whole or in part, of the terminal switching charges named herein. Any portion of these charges which are not absorbed will be in addition to the thru rate and accrue solely to the Belt Railway Company of Chicago. Note 2.-Provisions of this tariff do not apply in connection with traffic moving on rates which do not provide for any absorption of the terminal switching charges named herein. In such instances, switching charges as provided in other tariffs lawfully on file with the STB will apply, and will be in addition to the thru rate. Note 3.-Charges for intermediate service, on traffic originating beyond and destined beyond the Chicago Switching District, will be paid by the connecting line delivering the car to the Belt Railway Company of Chicago (for Perishable, See Section Two, Item 2005). Note 4.-For traffic originating at or destined to points within the Chicago Switching District where the Belt Railway

		Company of Chicago is the intermediate carrier, the road haul carrier shall assume intermediate switching charge of the Belt Railway Company of Chicago for handling the loaded car and shall reimburse terminal carrier for switching charge paid to the Belt Railway Company of Chicago for handling the car when returned empty to the Belt Railway Company of Chicago by terminal carrier, if the car is actually returned by the Belt Railway Company of Chicago to delivering road haul carrier, delivered to owner railroad, or other railroad under proper authority. Note 5.-The level of applicable charges will be that which is in effect on the date of interchange.
85	SCRAP AUTOMOBILE BODIES	Rates provided for in this tariff will not apply on Scrap Automobile Bodies, crushed flat, loose or in bundles, loaded on flat cars.
90	HOT METAL OR LADLE CARS	Movements of hot metal or ladle cars over the Belt Railway Company of Chicago rails will be handled only when advance arrangements have been made through the General Manager Transportation.
95	SHIPMENTS REQUIRING TWO OR MORE CARS	Shipments requiring two or more cars for their transportation will be charged for at charges named for each car. (See Exception). EXCEPTION - idler cars, see Items 1004, 1005, 1006, and 2002.
100	CIRCUS TRAINS	Circus Trains moving over the Belt Railway Company of Chicago rails will be handled only when advance arrangements have been made through the General Manager Transportation.
105	CHARGES ON CARS RECEIVED WITHOUT NECESSARY FORWARDING DATA	When a car, empty or loaded, is received from a connecting line without necessary data for forwarding (See Note 1), and must be classified to a hold track, a $130.00 penalty charge will be assessed against that delivering carrier (See Note 2). In addition, a $36.00 holding charge will be assessed against the delivering carrier for each day, or fraction thereof, the car, empty or loaded, is held from the first 12:01 AM following telephone or telegraphic notification until disposition is furnished by the delivering carrier. Note 1: The character of the necessary data will be determined by the BRC in accordance with the conditions of its service. Note 2: On a railroad owned car for which the Belt Railway Company of Chicago is responsible to car owner for car hire charges, an additional charge of $25.00 per day will be assessed against the delivering road for each day, or fraction thereof, the car is held from date of receipt to date disposition is received plus a maximum of two additional days, if required to deliver car to a road within the Chicago

		Switching District.
110	CHARGES ON CARS HELD FOR TRANSFER OR ADJUSTMENT	When a car, empty or loaded, is received from a connecting line and is subsequently held for transfer or adjustment of lading, a switching charge of $130.00 per car will be assessed against the delivering carrier. On a railroad owned car for which the Belt Railway Company of Chicago is responsible for car hire charges, an additional charge of $25.00 per day will be assessed for each day, or fraction thereof, car is held from date of receipt to date transfer or adjustment is completed.
115	ITEMS AND/OR PROVISIONS NOT BROUGHT FORWARD	Items and/or provisions previously shown and not brought forward are canceled.
120	MECHANICAL REFRIGERATION SERVICES AT CLEARING YARD	1. The BRC will perform an inbound inspection (See Note 1) at Clearing on all loaded mechanical refrigerator cars for account of the inbound carrier (See Note 2). 2. If the mechanical refrigeration inspection indicates that the unit is not operating properly, the car will be set out for refrigeration service, and a $218.00 switching charge will be assessed against the delivering carrier. Subsequent refrigeration service charges, refueling expenses and/or charges for repairs are in addition.
125	CHARGES ON CARS DELAYED AT CLEARING YARD DUE TO OUTBOUND CARRIER'S FAILURE TO HANDLE	Cars loaded or empty moving outbound to any carrier, which have been pulled to departure tracks will be subject to the penalty charge described herein if cars remain on BRC in excess of 9 hours from the scheduled departure of the carrier's outbound train (see Note). If cars remain on the BRC in excess of 9 hours from scheduled departure time due to the failure of the outbound carrier to handle from the BRC, cars in that outbound train will be subject to a charge of $182.00 per car. Thereafter, for every 12 hours which the same cars continue to remain on BRC, all cars in departure status and on classification tracks (with the same block codes) will be subject to additional charges of $182.00 per car. NOTE: The scheduled departure will be published in General Manager Transportaion's notice entitled "Clearing Train Departure Schedule" in effect on the date of departure.
130	CHARGES ON	When carriers use BRC trackage for through movement,with or without power, and two carriers are involved in the handling, trains will be considered on track for the receiving carrier when the delivering carrier terminates movement on BRC track. Delivering carrier is then obligated to notify receiving carrier of locale and time movement terminated. If

	TRAINS IN THROUGH MOVEMENT DELAYED ON BRC DUE TO RECEIVING CARRIER'S FAILURE TO HANDLE	the train remains on track in excess of 4 hours from delivery time due to the failure of the receiving carrier to handle from the BRC, the train will be interchanged to the BRC and the delivering carrier will be responsible for the applicable intermediate switch charge per car. Thereafter, if the train remains on track in excess of an additional 5 hours, the train will be subject to a charge of $182.00 per car to be assessed against the receiving carrier. Thereafter, for each hour, or fraction thereof, which the same train continues to remain on track, said train will be subject to additional charges of $32.00 per car to be assessed against the receiving carrier. This charge is applicable and in addition to all contractual arrangements.
135	PULLER SERVICE	With the concurrence of BRC General Manager Transportation, BRC will provide puller service as agent for the carrier requesting the service, and with full indemnification, at a charge of $52.00 per car, at a minimum charge of 60 cars per movement, where contractual arrangements and physical accessibility permit BRC crew handling.
140	CHARGE FOR AN AIR BRAKE TEST ON TRAINS IN THROUGH MOVEMENT	When the BRC performs an air brake test per 49 CFR 232 on trains in through movement over BRC trackage, a charge of $630.00 will be assessed against receiving carrier. This charge is applicable and in addition to all contractual arrangements.
145	CHARGES ON DIMENSIONAL SHIPMENTS HELD FOR MEASUREMENT	If a dimensional shipment, at the request of a carrier in the route, is set out and held on BRC for measurement, or remeasurement, a switching charge of $318.00 per car will be assessed against the carrier requesting the service. Dimensional cars entrained and subsequently switched out due to nonacceptance by the receiving carrier will be assessed a switch charge of $318.00 per car against the receiving carrier. On a railroad owned car for which the Belt Railway Company of Chicago is responsible for car hire charges, an additional charge of $25.00 per day will be assessed against the carrier requesting the service, for each day, or fraction thereof, the car is held for measurement and/or subsequent dimensional clearance.
150	RAIL SURVEILLANCE	1. DEFINITION - Rail Surveillance Service is defined as the observation and/or external inspection of one or more conveyances railcar(s), trailer(s), or container(s) within one hour after it has stopped at any location for any reason, and conducting re-inspections at least once an hour, to the extent practicable, when the conveyance is on the BRC.

		2. CHARGE - The charge for Rail Surveillance Service will be $167.00 per car. The charge is in addition to the applicable freight rate/charge and is billable against the railroad delivering the car to the BRC.
155	CHARGES ON EMPTY COAL TRAINS DELAYED ON THE BRC DUE TO OUTBOUND CARRIER'S FAILURE TO HANDLE	Empty coal trains released from KCBX at South Chicago which have been reported to the outbound carrier as available for outbound movement will be subject to the penalty charge described herein if train remains on BRC in excess of 24 hours from notification. If an empty coal train remains on the BRC in excess of 24 hours from notification of availability of outbound movement, cars in that outbound train will be subject to a charge of $28.00 per car. Thereafter, for 12 hours which the same cars continue to remain on the BRC, cars will be subject to additional charges of $28.00 per car. NOTE: Notification of availability for outbound movement will be the time recorded by BRC MTO as the time he called the outbound carrier reporting the empty train's availability.
160	LANDING FEE	If a train is interchanged directly between two carrriers whereby the train is temporarily yarded on BRC trackage for crew transfer, and there are no contracts or letter agreements to provide otherwise, a landing fee of $17.00 per car will apply in addition to trackage charges.
165	CHARGES ON BAD ORDERED CARS SETOUT OF DIRECT MOVE TRAINS	If a car is bad ordered enroute on BRC Trackage in connection with a Direct Move and it is necessary that it be set out, such bad ordered car will be repaired at the outlying location. Car will thereafter be handled by BRC to Clearing to be classified in the connecting Carrier's outbound train. The connecting Carrier, at BRC's discretion, may be allowed to pick up a priority shipment, i.e.: autos, intermodal, etc., on line. Car repairs will be billed in accordance with the Field and Office Manuals of the Interchange rules adopted by the Association of American Railroads, herinafter called "Interchange Rules", in effect at the date of performance of the repairs. Delivering Carrier will compensate $161 per car handling, if necessary to spot the car for repair, and an additional $161 per car handling fee back to Clearing Yard, in addition to the applicable intermediate switch rate. In addition, Delivering Carrier will compensate BRC for any charges incurred in connection with repair including, but not exclusively limited to, mobile cranes, mechanical overtime incurred to repair the car, etc.

170	CHARGES ON LOCOMOTIVES HELD FOR INSPECTION	When a locomotive (dead or under power) is received at Clearing Yard and it is subsequently held for inspection by the Receiving Carrier, a $391 switching charge will be assessed against the Receiving Carrier, in addition to the intermediate switch charge, to handle the locomotive to a holding track. In addition a $106 holding charge will be assessed against the Receiving Carrier for each day, or fraction thereof, the locomotive is held on the BRC pending authorization of release to an outbound train. Locomotive will be interchanged to the Receiving Carrier upon arrival at the Roundhouse, Departure Track or Staging Track. Locomotive entrained in other than the Locomotive Consist will remain in the account of the Delivering Carrier until placement at the Roundhouse, Departure Track or Staging Track. If repairs become necessary prior to moving the locomotive, the Receiving Carrier will be responsible to coordinate any repairs to the locomotive.
175	CHARGES ON CARS DELAYED AT SOUTH CHICAGO OR OTHER OUTLYING YARDS DUE TO RECEIVING CARRIER'S FAILURE TO HANDLE	Cars loaded or empty placed for interchange at South Chicago or other outlying yards will be subject to the penalty charge described herein if cars remain on BRC in excess of 24 hours from the scheduled departure time. Said times and day of week operation to be agreed to by BRC and the respective carrier. Said cars will be subject to a charge of $182.00 per car for every 24 hour period until said cars are pulled by the receiving carrier.
180	CHARGES ON PASSENGER CARS HELD FOR CLEARANCE OR INSPECTION	Passenger cars received at Clearing Yard and subsequently held for clearance or inspection by the receiving carrier will be assessed a $391.00 switching charge for the movement to and from the storage or staging track. In addition, a $106.00 holding charge will be assessed to the receiving carrier for each day, or fraction thereof. The passenger car(s) will be interchanged to the receiving carrier once the car is moved from the inbound receiving track. If repairs or inspections are necessary prior to the outbound movement, the receiving carrier will be responsible to coordinate the repairs or inspections.
185	CHARGE FOR REPOSITIONING OUTBOUND LOCOMOTIVES	When orders are received from the outbound carrrier to rework a locomotive consist once set, a charge of $161 per locomotive unit will be assessed.
190	CONNECTING LINE FROM AND TO WHICH RATES	Burlington Northern Santa Fe Corporation Canadian National Railway Company Chicago Rail Link Chicago, South Shore & South Bend CP Rail System CSX Transportation, Inc.

	APPLY ALPHABETICALLY ARRANGED	Indiana Harbor Belt Railroad Company Manufacturers' Junction Railway Company Norfolk Southern Railway Company South Chicago & Indiana Harbor RR Union Pacific Railroad Wisconsin Southern Railway Company

SECTION ONE

Where through rates are authorized in tariffs of carriers party to this tariff, The Belt Railway Company of Chicago will charge the following for terminal service to or from industries and team tracks located on The Belt Railway Company of Chicago.

ITEM	SUBJECT	APPLICATION	INDUSTRIES BY ZONE (SEE SECTION THREE)	PER CAR CHARGES (in dollars)
1001	TERMINAL SWITCHING SERVICE TO/FROM BRC INDUSTRIES AND TEAM TRACKS	LOADED FREIGHT CARS (Note: Charge also includes the handling of the empty cars)	Zone 1	$533.00
1002			Zone 2	$445.00
1003			Zone3	$545.00
1004		EMPTY FREIGHT CARS, including idler cars. (An idler car is an empty car, on which no part of a load rests, that is used in transporting freight of unusual length or excessive weight for the safe transportation or protection of lading).	Zone 1	$267.00
1005			Zone 2	$222.00
1006			Zone 3	$273.00
1007		ALL CLASSES OF RAILWAY EQUIPMENT OTHER THAN FREIGHT EQUIPMENT, VIZ. BUT NOT LIMITED TO: Maintenance of Way Equipment Passenger Equipment Rail Test Cars Locomotives (dead or under Power), etc.	Zone 1	$533.00
1008			Zone 2	$445.00
1009			Zone 3	$545.00

EXCEPTIONS

ITEM	SUBJECT	APPLICATION	UNITS (multiple	CHARGES PER CAR

			cars)	(in dollars)
1106	TERMINAL SWITCHING SERVICE TO/ FROM CPC, ARGO, IL	GRAIN, VIZ: barley, corn, oats, soybean, wheat and grain screenings, in multiple car deliveries from the same carrier.	5-24	$272.00
1107			25-49	$195.00
1108			50 or more	$116.00

SECTION TWO			
The Belt Railway Company of Chicago will charge the following for intermediate service via The Belt Railway Company of Chicago.			
ITEM	SUBJECT	APPLICATION	CHARGES PER CAR (in dollars)
2001		ALL LOADED FREIGHT CARS EXCEPT AS SHOWN BELOW.	$160.00
2002		EMPTY FREIGHT CARS, INCLUDING IDLER CARS. (An idler car is an empty car, on which no part of a load rests, that is used in transporting freight of unusual length or excessive weight for the safe transportation or protection of lading.)	$160.00
2003		ALL CLASSES OF RAILWAY EQUIPMENT OTHER THAN FREIGHT EQUIPMENT, VIZ. BUT NOT LIMITED TO: Maintenance of Way Equipment Passenger Equipment Rail Test Cars Locomotives (dead or under power) (See Note 1), etc. NOTE 1: An additional charge of $1,313.00 will be assessed for each locomotive where BRC handling is required to/from a connection outside Clearing Yard.	$657.00
2004		DANGEROUS SHIPMENTS - Explosive Division 1.1 or 1.2, Radioactive, and TIH shipments as listed in Part 173 or Tariff ICC BOE 6000 Series.	$530.00
2004A		1. Cars carrying dangerous goods/hazardous materials (or cars containing residue of dangerous goods/hazardous materials which are found to be leaking may be moved to an isolation track for securement. The cost of securement varies widely,	

	INTERMEDIATE SERVICE VIA BRC	depending on the work involved. Securement fees will be assessed, and invoiced, on a case by case basis. 2. In addition to flat charge under this Tariff item, Carrier will bill beneficial owner of leaking material in all instances for: a. Carrier response costs and those of contractors. b. Response costs of Agencies having jurisdiction if billed. On a case by case basis, carrier will bill beneficial owner of leaking material for: a. Interline revenue lost to Belt for traffic diverted away from Belt. b. Additional per diem equipment rental for delay to traffic already in Belt accounts.	$2101.00 for switching
2005		PERISHABLE FREIGHT - Moving under refrigeration, ventilation or car heater service (including handling of empty car.)	$421.00 100% from delivering road.
2006		DIMENSIONAL & DO NOT HUMP SHIPMENTS - Carloads exceeding height, width, or maximum gross weight restrictions as published in "Railway Line Clearances" publication, including any other traffic which requires a special clearance, movement with a Dimensional Movement File Clearance, or any car designated as a "Do Not Hump" car which must be manually handled or shoved over the hump.	$318.00
2007		RE-HUMPS - Notwithstanding the rate structure set forth in this Section 2, any intermediate switching move which requires more than one hump event to be subsequently interchanged to the destination carrier shall be assessed an additional charge per "re-hump" event. This charge is applicable and in addition to all contractual arrangements, unless otherwise specified.	$42.00

SECTION THREE		
Rates named in Section One of this tariff will apply to industries located on The Belt Railway Company of Chicago and categorized herein according to zones. (See Item 65 for changes.)		
ITEM	SUBJECT	APPLICATION

3001	**ZONE 1** ALPHA LIST Of INDUSTRIES	CHARTER STEEL PRODUCTS 1600 S. KOSTNER
		EXXON MOBIL 3801 S. CICERO
		FLEXOGLASS 4647 W. AUGUSTA BLVD.
		UNILEVER BEST FOODS 2816 S. KILBOURN
		AFTON CHEMICALS INC. 7201 WEST 65TH ST.
		AGRIUM USA INC. 13131 LAKE FRASER DR CALGARY, AB CANADA
		AGROW FRESH PRODUCE 4540 S. KOLMAR
		ALLIANCE STEEL 6499 W. 66TH PL.
		COLONIAL BRICK CO. 2222 S. HALSTED ST.
		CORRUGATED SUPPLIES 5043 W. 67TH STREET
		DART CONTAINER CORP (SOLO CUP) 7575 SOUTH KOSTNER
		GENERAL ELEC. APPL. SER. SHOP 6045 S. NOTTINGHAM
		GRACE DAVISON 4099 W. 71ST STREET
		HALLSTAR COMPANY 5851 WEST 73RD ST.
		HELM FINANCIAL 505 SANSOME ST. SAN FRANCISCO, CA
		HOIST LIFT TRUCK MFG. 6499 WEST 65TH ST.
		HOME PRODUCTS INTL. 4501 WEST 47TH ST.
		INDEPENDENCE TUBE CORP. 6226 WEST 74TH ST.
		INGREDION INC. ARGO

3002	**ZONE 2** ALPHA LIST Of INDUSTRIES	INTERNATIONAL PAPER 5300 WEST 73RD ST.
		JERICH USA INC. 6558 WEST 73RD ST.
		MANSFIELD OIL P.O. BOX 48 MARK, IL
		MIDWEST WHSE. & DIST. SYSTEM 6634 WEST 68TH STREET
		MONDELEZ INTERNATIONAL 7300 S. KEDZIE
		MOTIVE POWER 1905 MARKETVIEW DR YORKVILLE, IL
		NALCO CHEMICAL 6216 WEST 66TH STREET
		NEXUS DISTRIBUTION 6220 WEST 73RD STREET
		OCCIDENTAL ELECTROCHEM CORP. 4201 WEST 69TH ST.
		PCA CHICAGO CONTAINER 5445 WEST 73RD ST.
		PCS SALES USA 122 1ST AVE SOUTH SASKATOON, SK CANADA
		PERKINS PRODUCTS INC. 7025 WEST 66TH ST.
		PACTIV 7200 S. MASON 7207 S. MASON
		RAMPTECH AMERICA 6900 S. CENTRAL
		RAYNER RINN-SCOTT 6755 SOUTH OLD HARLEM
		ROQUETTE 1417 EXCHANGE ST. KEOKUK, IA
		SIMS-METAL/MANAGEMENT 6660 SOUTH NASHVILLE
		SUPERIOR GRAPHITE

		6616 S. LARAMIE 6540 S. LARAMIE
		TOTAL PETROCHEMICALS USA P.O. BOX 674411 HOUSTON, TX
		TOOTSIE ROLL INDUSTRIES 7401 S. CICERO AVE.
		UNIVAR 7050 WEST 71ST ST.
		U.S. BUREAU OF STANDARDS DEPARTMENT OF COMMERCE WASHINGTON D.C.
		W. R. GRACE CONST. PRODS. 6051 W. 65TH
		WESTROCK 6131 WEST 74TH STREET
3003	**ZONE 3** ALPHA LIST Of INDUSTRIES	ELG METALS, INC. 103RD AND CALUMET
		FIRST UNION RAIL 6250 RIVER ROAD ROSEMONT, IL
		SKYWAY CEMENT CO. LLC 3020 EAST 103RD STREET
		WABTEC (CARDWELL WESTINGHOUSE) 8400 SOUTH STEWART

EXPLANATION OF ABBREVIATIONS	
ABBREVIATION	**EXPLANATION**
ASLG	American Short Line and Regional Railroad Association
BRC	Belt Railway Company of Chicago
BOE	Hazardous Materials Regulations of the Department of Transportation, Bureau of Explosives, Agent.
CFR	Code of Federal Regulations
ICC	Interstate Commerce Commission
lbs	Pounds
NSO	National Service Order, Western Trunk Line Committee, Agent.
RER	Official Railway Equipment Register
TIH	Toxic Inhalation Hazard

UFC	Uniform Freight Classification, Uniform Classification Committee, Agent.
VIZ	Namely
WTL	Western Trunk Lines

PARTICIPATING CARRIERS	
ABBREVIATION	**NAME OF CARRIER**
BNSF	Burlington Northern Santa Fe Corporation
CN	Canadian National Railway Company
CPRS	CP Rail System
CRL	Chicago Rail Link
CSS	Chicago SouthShore & South Bend Railroad
CSXT	CSX Transportation, Inc
IHB	Indiana Harbor Belt Railroad Company
MJ	Manufacturers' Junction Railway Company
NS	Norfolk and Southern Railway Company
SCIH	South Chicago & Indiana Harbor RR
UP	Union Pacific Railroad
WSOR	Wisconsin Southern Railroad Company

EXPLANATION OF REFERENCE MARKS
♦.....Denotes increase in charges or a change from a previous tariff.

EXHIBIT 6

Firm No. 46365

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

COULAS VIKING PARTNERS, an Illinois General Partnership,	)	
Plaintiff,	)	Case No. 13 CH 28409
v.	)	Honorable Mary L. Mikva
THE BELT RAILWAY COMPANY OF CHICAGO, an Illinois Corporation,	)	
Defendant.	)	

SECOND AMENDED COMPLAINT
FOR DECLARATORY, INJUNCTIVE AND OTHER RELIEF

FILED - 2
2015 JAN 12 PM 4:09
CIRCUIT COURT OF COOK COUNTY, ILLINOIS
CHANCERY DIV.
DOROTHY BROWN
CLERK

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.

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. Coulas, 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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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

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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 dismissed 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. Leibel, 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 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

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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 "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 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° 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

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(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, 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 profile 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. 1903. 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

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

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 BB 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 "BB") 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 "BB" 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 employes 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 Manfacturing 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 made 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 K. T. Bedford
President.

Attest:
F. T. Fisher
Secretary.

State of —)
County of —)SS. I, Henry J. Tensley 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 subscribed to the foregoing instrument, appeared before me this day in person and severally

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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.

Henry J. Tansley
Notary Public
Cook County, Ill.

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.

Franklyn Doe
Notary Public
Kings County.

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

Exhibit "B".

This Agreement, Made this First day of February, A.D. 1905, 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 lands, as fixed by the parties of the second and third parts, and is 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 ($26267.50);

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 ensealing 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 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

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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.½) of the Northeast Quarter (N.E.¼) 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 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.

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
F. A. Hibbert 4/4/13.

-56- No 5153174

Filed for Record Apr. 4, A.D. 1913, at 4:30 P.M.

JOSEPH F. CONNERY, 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 Wolbach to Moses E. Greenebaum, 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

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ing, 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 of 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 }
County of Cook } ss I, Herman Pikowsky a Notary Public in and for the County and State aforesaid, 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 homestead.

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 1-15 P.M.
JOSEPH F. CONNERY, 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. 1906 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, 1905, 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 easements, 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 thereof 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, 1905 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 exhibits "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, 1908 and the conveyances made pursuant to that 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 realien reconvey, regrant or release such estates, grants, 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.

5. 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 assign or lease 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.

6. 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, 1908 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 covenants imposed upon and assumed by the Refining Company in the agreements aforesaid.

In Witness Whereof the parties hereto have caused this Indenture to be executed in triplicate by their respective officers, and their corporate seals to be thereunto 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
U.S.

Corn Products Refining Company
E.T. Balfori
President

Attest:
F.T. Fisher
Secretary

The Chicago Peoria and Western Railway Company
Corporate Seal

The Chicago Peoria & Western Railway Company
by- S.B. Ashcroft
Pres't.

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 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

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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 4th day of August A.D. 1906 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, Alien and Convey unto the said Grantee, its successors and assigns, forever, all the following described Lots, Pieces, or Parcels of land situated 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 South 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 itself 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, wi thin six (6) months from the date hereof, construct and forever maintain in proper and saf 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 ext ding thence Southerly and Easterly to a connection with Track "A" as shown on blue pri t hereto attached as Exhibit "A", at a point approximately Two Hundred (200) Feet West of the Sou west 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 therein by the grantee, the expense of the construction and maintenance of such crossing 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, on 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 will 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 widower) 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, Martin and the said Edwin W. Winter of the County of New York and State of New York, and as Chicago Transfer and Clearing Company, bearing date the

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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 successors 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 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 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 revested 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

said premises shall immediately revert to and revest 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 hereinabove 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 — }
}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 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.19[illegible].

.....
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

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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 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 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 "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 set 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 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 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,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 Southeasterly 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 profile and plans hereto attached as Exhibit "A" and made 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 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 mileage basis,engines and caboose not to be counted;that 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 1st A.D.1908.The control or operation of said

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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 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 employes.

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 BB 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 "BB" 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 "BB" 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 employes 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 take 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 394, 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

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contract being hereto attached-marked Exhibit "B" and made a part hereof.

F. 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 grantee first had and obtained.

G. 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 grantee 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 because 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 and Trust Company as Trustee
By.....
Vice President

Attest:
.....
Asst 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 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... }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 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.,1906, 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 Westerly 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

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, meaning 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 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 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

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

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 CC. Provided however that the same shall be so constructed, installed and maintained as not to interfere with the maintenance and operation of said tracks CC; 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 employes 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

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 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...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.1905 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

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.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 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 ensealing 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 that 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

connection with the tracks of the Chicago Union Transfer Railway Company at or near the Southeast Corner of the East half (E½) of the Northeast Quarter (N.E.¼) 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.

Corn Products Manufacturing Company
By

L.S.
Attest:

Secretary.

.....(SEAL)
Chicago Transfer & Clearing Company
By

L.S.
Attest:

Secretary.

BOOK 12203 PAGE

122—No.5158175 Filed for Record Apr.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 McGeoghagen 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 161 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 deed. 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 sh[illegible] said Lot for a renumeration.

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.

(G)

THIS AGREEMENT, Made this 9th day of May, 1910, 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

life of this contract the Transfer Company agrees 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 $54,828.40, 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.

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, assumes 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

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

CHICAGO UNION TRANSFER RAILWAY COMPANY,

By _____ Vice President.

ATTEST:

_____ Secretary.

CHICAGO, PEORIA & WESTERN RAILWAY COMPANY,

By _____ President.

ATTEST:

_____ Secretary.

CHICAGO TRANSFER & CLEARING COMPANY,

By _____ Vice President.

ATTEST:

_____ Secretary.

CHICAGO TITLE AND TRUST COMPANY,
As Trustee as aforesaid,

By _____ President.

ATTEST:

_____ Asst. Secretary.

OK as to form
R.M.S.

Entered in Contract Book

Folio 61

Subject: Trackage Agreement

Parties: [illegible]

AGREEMENT — MAY 9, 1910

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

CHICAGO PEORIA & WESTERN RAILWAY CO (PEORIA CO) " " SECOND "

CHICAGO TRANSFER & CLEARING CO (CLEARING CO) " THIRD "

CHICAGO TITLE & TRUST CO (TRUSTEE) " FOURTH

TRUSTEE UNDER TRUST # 3415

PEORIA GRANTS TO TRANSFER CO ALL ITS RIGHTS FOR USE, CONTROL AND OPERATION OF A CERTAIN RAILROAD TRACK RUNNING FROM A TO B ON THE ATTACHED BLUE PRINT. TRACK COST 34,000.00

DURING LIFE OF CONTRACT TRANSFER HAS EXCLUSIVE CONTROL.

EITHER TRANSFER CO OR CLEARING CO MAY CANCEL THE AGREEMENT ON 12 MONTHS NOTICE TO ALL PARTIES. ALL PARTIES THEN GET THEIR PREVIOUS RIGHTS BACK.

TRANSFER CO MUST HAVE WRITTEN CONSENT OF PEORIA TO ASSIGN ANYTHING

TRUST CO & CLEARING CO CONSENT TO THIS AGREEMENT.

OVERSIZED EXHIBIT
ATTACHED TO
ORIGINAL DOCUMENT

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 one 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 northwest 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 northeast 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, }
COUNTY OF COOK. } ss.

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.

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

(NOTARIAL SEAL)

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.

ADEL DAVIS,
Recorder.

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 TRANSFER 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 F on the blue print hereto attached and hereby made a part hereof and designated as "Exhibit A";

(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 the 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; a n d

WHEREAS by agreement dated the first day of February, 1909, 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 northeast quarter of said Section twenty-four (24) 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, 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 crossing of said track under the tracks of the Terminal Company; a n d

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

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, 1933, a track of the Transfer

Company from the point "D" 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; a n d

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; a n d

WHEREAS, the Transfer Company, by an instrument dated August 8, 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, 1915, 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; a n d

WHEREAS, the Belt Companies now desire to connect said Track "A" with their main tracks, running southeast and northwest, in the north half of the Southeast 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 "D" 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 reserved by the Belt Companies pursuant to said agreement of September 29, 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 "D" 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 "B" and the main tracks of the Belt Companies at the point designated by the letter "D" on said Exhibit "B," said track to be located substantially along the line shown colored in red on said Exhibit "B," 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 "F" 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 "E" on said Exhibit "B" and to provide the Peoria Company, as a substitute therefor, 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 centre line of said Northeast quarter and one hundred eighty-six (186) feet north of the south line thereof; thence southerly forty-eight (48) feet to a point one hundred forty-five (145) feet of said north and south centre 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 centre line; thence south eight (8) feet along said north and south centre 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;

for the construction, perpetual maintenance and operation over and across the land of said track shown colored in red between the points designated by the letters "A" and "B" on said Exhibit "E;" 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 Belt 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 Belt Companies from the point designated by the letter "B" on said Exhibit "E" to the point designated by the letter "G" on said Exhibit "G."

(5) That the Belt Companies shall at their own sole cost and expense, and without delay, but not later than December 1, 1916, make and complete the excavation necessary for a subway for the underground of the railroad track mentioned in Paragraph Seven (7) hereof under said north and south tracks of the Belt Companies at the point designated by the letter "H" on said Exhibit "G" 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 "H" to the point designated by the letter "I" along the line shown colored in yellow on said Exhibit "G," said track to be constructed in accordance with the gradients therefor shown in the profile sketch of said track on said Exhibit "G" 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 of 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 on 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 "E" on said Exhibit "B" there shall be laid a line of fifteen inch vitrified sewer pipe along the line and at the gradient shown thereon 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 "E" to a point near the underpassing of said Track "A" with the tracks of the Terminal Company where the grade line of said pipe is to be laid meets the grade line of the open ditch now existing at said underpassing. At intervals of two hundred (200) feet along said sewer pipe line there shall be constructed manholes in accordance with the standards therefor adopted by the Belt Companies. At the entrance to said pipe at said subway, at the point "E", 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 underpassing under the tracks of the Terminal Company there shall be constructed a suitable talk 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 East half of the Northeast Quarter of said Section twenty-four lying east of said point "E" 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 East half of the Northeast quarter of said Section twenty-four. The shell of the main

overcrossing 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 Belt 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 "J" and "Q" 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 "D." 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 grade line as followed by the track shown colored in yellow on said Exhibit "D."

The Belt 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 shell 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 Belt Companies will at their own sole cost and expense, without delay but not later than December 1, 1914, cons-

street 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 "C" to the point designated by the letter "F" (said point "F" being located one hundred eighty-five feet east 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. S. C. E. standard 80-pound rail. The ties shall be No. 1 quality of white oak, cedar, or pine or creosote treated ties, laid not less than sixteen to eighteen thirty feet of rail length. The track shall be brought to uniform line and grade with slag, crushed stone, gravel, or cinder 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 construction 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 "C" and "F" 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 East 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

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 "F" 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 quitclaim 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 "F."

(10) That the Belt 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 northeasterly 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 (690) 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-

> eight (38) 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 east 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 westward 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 "GG" to the east 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 "GG" and "GG" 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 Corn Products Company. The Peoria Company shall pay to the Trust Company, its successors or

assigns 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 "G" and "T," 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 perpetual grant similar rights) the said tracks shown 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 terminus of the beginning and terminus of the Belt Companies over the same. The Belt Companies shall pay to the Trust Company, its successors and assigns, as compensation for such 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, settlement 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 engines 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 speedy 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 shown colored in yellow on said Exhibit "A" is not completed eastward to said point "C" on said Exhibit "B" at such time as the Belt 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 Clearing Company or its successors, agree to complete ready for operation said track as shown colored in yellow on said Exhibit "B" to said point "C," within ninety days after written notice from the Belt Companies to the Clearing Company requesting such completion of said track.

(14) Except enginemen 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 employes 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 employes only in respect of their actual engagement in the common service of the parties hereto and of such other company or companies as may be at the time using 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 employes.

Each party hereto shall assume, bear and pay all loss, damage or injury that itself, its sole employes or persons or property in its care or custody or on its cars, shall suffer, caused by any defect in any 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

observe 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 to 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, each 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 hereinbefore 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 whose employee or employees as between the parties hereto was or were at fault;

(d) If any loss, damage or injury shall be caused in a manner defined in paragraph (b) but to person or property not therein mentioned, or under circumstances not herein provided for, the amount required to discharge any consequent liability and expense 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 suits 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 solely 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. Upon such notice and opportunity shall hereinbefore given, the party notified shall be concluded by the judgment as to all matters which could have been litigated in such suit.

(10) That the Trust Company hereby grants to the Belt Company for, their successors and assigns, the right to construct and maintain four railroad tracks across the strip fifty-eight feet of the south one hundred fifty-eight feet of the East half of the Northeast quarter of said Section twenty-four at the point designated by the letter "E" on said Exhibit "B," and the right in the future to construct

and maintain other additional tracks immediately contiguous to said "B" 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 overhead bridge providing a proper and safe clearance (but not less than seventeen (17) feet) over the tracks of the Trust Company or the Clearing Company or their successors or assigns, on said lands mentioned property of the Trust Company.

(16) 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 tract to be constructed by it as hereinabove provided along the line shown colored in yellow on said Exhibit "B" between the points "C" and "D," such bridge to be constructed at the point indicated by the letter "F" on said Exhibit "B." 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 "B." 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 "B," and said bridge shall be constructed so 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 Com-

panies, but the Clearing Company shall pay to the Belt Companies within thirty days after the completion thereof, provided that all of the work in this contract by the Belt 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 Belt Companies should in the future desire to construct additional tracks adjacent to and parallel with said four overhead tracks shown on said Exhibit "B," the expense of the addition or additions to such bridge required thereby shall be borne solely by the Belt 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 "B," the Belt 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 Belt Companies, repay to the Belt 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 Belt Companies. All extensions and enlargements of said bridge shall be made at such grade as to preserve a clear headroom of at least eighteen feet above the tracks 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 "E" and "F," including the undercrossing of the tracks and right of way of the Terminal Company, for the purpose of all traffic including traffic to and from the plant of the Corn Products Company, said track to be maintained in good condition and repair by the Belt Companies; the Trust Company or the Clearing Company and their respective successors and assigns to pay for such use thereof that proportionate the cost of maintenance and repair of said portion of said track between said points "E" and "F," 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 $14,324.40) which the number of loaded and empty cars moved over said portion of said track between said points "E" and "F" by the engines and crews 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 Belt Companies 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 Belt 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 "E" 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 Corn Products Company, as provided in said contract of May 9, 1910. The Belt Companies shall pay to the Peoria Company for the use of said portion of said track at annual rental on account

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 underpassing 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 underpassing 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

notice, the contract hereinbefore mentioned dated May 9, 1910, between the Transfer Company, the Peoria Company, the Clearing Company, and the Trust Company, it being understood and agreed, however, by and between the parties hereto that with the exception of such cancellation 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. Schaumann
Vice 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,

By _____ President.

ATTEST:

_____ Secretary.

CHICAGO AND WESTERN INDIANA RAILROAD COMPANY,

By _____ President.

ATTEST:

_____ Asst Secretary.

The BELT RAILWAY COMPANY OF CHICAGO,

By _____ President.

ATTEST:

_____ Secretary.

APPROVED AS TO FORM

_____ GENERAL COUNSEL

STATE OF ILLINOIS }
} ss
COUNTY OF COOK }

I, Laura V. Siegel, a Notary Public in and for the County and State aforesaid, do hereby certify that A. R. Marriott Vice President, and J. M. Dall Secretary of said UNITED STATES AND THERE COMPANY, a corporation, [illegible] 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 Vice 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. Siegel
Notary Public.

STATE OF ILLINOIS }
} ss
COUNTY OF COOK }

I, C. L. Buehl, a Notary Public in and for the County and State aforesaid, do hereby certify that L. T. Jammer Vice President, and F. A. Hubert Secretary, of said UNITED TRANSFER AND CLEANING 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 22nd day of May, A. D. 1914.

C. L. Buehl
Notary Public.

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, Elmer Anderson, a Notary Public in and for the County and State aforesaid, do hereby certify that Mr. H. Santh, President, and Mr. E. Board, Secretary, of said CHICAGO PEORIA & WESTERN RAILWAY 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.

Elmer Anderson
Notary Public.

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, Rush B. Johnson, a Notary Public in and for the County and State aforesaid, do hereby certify that H. G. Hetzler, President, and R. L. Porter asst 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.

STATE OF ILLINOIS }
} ss
COUNTY OF COOK }

I, Rush B Johnson, a Notary Public in and for the County and State aforesaid, do hereby certify that H. G. Hetzler, President, and R. L. Porter Secretary, of said BELT 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 notarial seal this 30th day of April, A. D. 1914.

Rush B Johnson
Notary Public.

OVERSIZED EXHIBIT
ATTACHED TO
ORIGINAL DOCUMENT

OVERSIZED EXHIBIT
ATTACHED TO
ORIGINAL DOCUMENT

3/13/1929 BNC-CWI/CTITLE/CTCI
CPW
TO RELOCATE TRACK FOR
HARLEM AVENUE

If C.C.
SV-42

NO. ~~SW-5363~~
C. & W. I. R. R. CO.
DOCUMENTS

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 vertical, the width of said strip not to exceed at its widest point morethan 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

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-D" 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: _____

Assistant Secretary.

THE BELT RAILWAY COMPANY OF CHICAGO,

By _____
President.

Attest:

_____
Assistant Secretary.

CHICAGO TITLE AND TRUST COMPANY,

By _____
Vice President.

Attest:

_____
Asst. Secretary.

CHICAGO TRANSFER AND CLEARING COMPANY,

By H. B. Isham
President.

Attest:

_____
Secretary.

CHICAGO, PEORIA AND WESTERN RAILWAY COMPANY,

By _____
President.

Attest:

_____
Secretary.

Approved as to Substance

_____
CHIEF ENGINEER

APPROVED AS TO FORM

_____
GENERAL COUNSEL

OVERSIZED EXHIBIT
ATTACHED TO
ORIGINAL DOCUMENT

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18 562 829

Deed

Chicago and Western Indiana Railroad Company

To

The Belt Railway Company of Chicago

August 15, 1962

McCORMICK AND HENDERSON, INC., CHICAGO

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. 15,493, 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, and

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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 remised, 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, wye, 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;

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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 9 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:

18 562 829

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.

18 562 829

Chicago and Western Indiana Railroad Company

By .....
President

Attest

.....
Secretary

The Belt Railway Company of Chicago

By .....
Vice President

.....
Assistant Secretary

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. EKNOLM 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.

18 562 829

Given under my hand and official seal, this 15th day of August, 1

Catherine Abbott
Notary Public

My commission expires Sept. 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. SCHIMKE 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 15th day of August, 1962.

Catherine Abbott
Notary Public

My commission expires Sept 15, 1965

18 502 829

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. ½ of the SW.¼ of Section 34, Township 40 North, Range 13 East of the Third Principal Meridian recorded as Document No. 183390 in the office of Recorder of Deeds, Cook County, Illinois, also:

The Northeasterly 1.50 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. ½ SW. ¼ Section 34, Township 40 North, Range 13 East of the Third Principal Meridian, also:

Beginning at a point in the East line of Block 16 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 2090 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.¼ of said Section 34 as measured at right angles thereto; thence Southeasterly on a straight line 118.06 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. ¼ 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 13.5 feet; thence Easterly along the South line of Block 16 to the East line of Block 16; 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 ½ of the W. ½ of the NW. ¼ 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. ½ and 81.5 feet South of the North line of said NW. ¼, 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. ½; 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 830 feet; thence Northerly on a line which is 430 feet West of and parallel to the East line of said W. ½ a distance of 1,763.92 feet more or less to a point which is 161.7 feet South of the South line of LeMoyne Street (vacated); thence Northeasterly, making an angle to the Northeast with last described course extended Northerly of 11 degrees 38 minutes, a distance of 361.2 feet to a point which is 357.16 feet West of the East line of said W. ½; 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 18 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 87.69 feet to a point which is 345.68 feet West of said East line of the W. ½; 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 15.68 feet along said South line of Pierce Avenue (vacated) to a point which is 330 feet West of the East line of said W. ½; thence Northerly on a line 330 feet West of and parallel to said East line a distance of 387.82 feet to a point which is 81.5 feet South of the North line of said NW. ¼, 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 184.89 feet to the point of beginning, also:

PARCEL No. 4

An irregular parcel of land in the E. ½ of the NW. ¼ of the SW. ¼ 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. ½ of said SW. ¼, recorded as Document 113089, 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. ¼ of the SW. ¼ 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 33 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 554.56 feet North of the center line of the

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. ¼; thence Southwesterly 20 feet to a point which is 361.40 feet West of said East line of the NW. ¼ and 550.8 feet North of the center line of said East and West vacated alley; thence Northwesterly 236.49 feet to a point which is 782.95 feet North of the center line of said vacated alley in Block 8 measured at right angles thereto and 1.86 feet East of the West line of Lot 11 in Block 4; thence Southwesterly 226.94 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 5 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 5 and 8 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. ¼; 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 12.83 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 12.83 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 31.01 feet to a point, said point being 6.82 feet West of the Southeast corner of Lot 19 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 56.07 feet South of the Northeast corner of Lot 32; thence North along the East lines 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 40.30 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. ½ of the SW. ¼ of the SW. ¼ of Section 8, 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. ½ of said SW. ¼ 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. ¼ of said SW. ¼ and 31.5 feet South of the North line of the SW. ¼ SW. ¼, 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 1,058.62 feet more or less to a point which is 254 feet North of the South line of said SW. ¼; thence Southeasterly on a line which makes an angle with last described course extended Southerly of 4 degrees 56 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. ¼ 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, 61.19 feet to a point which is 207.99 feet West of the East line of said SW. ¼ and which point is the Southwest corner of Lot 42 in said Block 16; thence Northerly along the West line of Lots 3 and 42 in said Block 16 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 3 in said Block 13; thence Northeasterly 126.61 feet, more or less, to the Northeast corner of said Lot 3 in Block 13 and which point is 188 feet West of the East line of said SW. ¼; thence Northerly on a line 188 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 12 in said Subdivision and said lot lines extended, a distance of 668.45 feet more or less to a point which is 31.5 feet South of the North line of said SW. ¼ of the SW. ¼; 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. ¼ 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. ¼ of the NW. ¼ of said Section 10, recorded July 11, 1873 as Document No. 114011; in the Office of Recorder of Deeds, Cook County, Illinois; also a part of the Subdivision of the SW. ¼ of the NW. ¼ of said Section 10, recorded September 28, 1881 as Document No. 350136, 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. ¼; thence South 282.53 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 44.7 feet, more or less, to a point 55.8 feet West of said North and South center line; thence continuing Southerly 862.84 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. ¼ of said NW. ¼; 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 5, 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. ¼ and 43.0 feet West of said North and South center line; thence East along said Northerly right of way line a distance of 93.0 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 1,910 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 31.5 feet South of the North line of said NW. ¼; thence Westerly along a line 31.5 feet South of and parallel to said North line a distance of 55.4 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. ¼ 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. ½ 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 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 106.47 feet; thence Northerly on a line 48 feet East of and parallel to the North and South center line of said SW. ¼, 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. ¼, a distance of 106 feet to the point of beginning, also:

PARCEL No. 8

A parcel of land in the SW. ¼ 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.½ 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 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. ¼ a distance of 248.8 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 48 feet East of the said North and South center line; thence Northerly along a line 48 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 106.47 feet, more or less, to the point of beginning, also:

PARCEL No. 9

A parcel of land in the SW. ¼ 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. 105373 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 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 96 to the Southwest corner of Lot 96 at the North line of West Maypole Avenue; thence Easterly along the North line of West Maypole Avenue, a distance of 106 feet to a point which is 48 feet East of the East line of the W. ½ of the SW. ¼; thence Northerly on a line 48 feet East of and parallel to the East line of said W. ½, a distance of 246.2 feet more or less to a point in the South line of West Fulton Street; thence Westerly 106 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. ¼ 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 and parts thereof in Resubdivision of Block 23 in West Chicago Land Company's Resubdivision of the S. ½ 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 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. ½ of said SW. ¼; thence Northerly 350 feet, more or less, on a line 48 feet East of and parallel to said East line of the W. ½ of said SW. ¼ 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. ¼ 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 Resubdivision of Blocks 26 and 27 in West Chicago Land Company's Subdivision of the S. ½ 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. ½ of said SW. ¼; thence Northerly along a line 48 feet East of and parallel to said East line of the W. ½ 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. ½ of NW. ¼; thence Southerly 276.2 feet to a point which is 51.31 feet West of said East line of W. ½ of NW. ¼; 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 f East of said East line of the W. ½ of NW. ¼ and 16.50 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. 15

A parcel of land in the NW. ¼ 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. ½ of the W. ½ of the NE. ¼ of the NW. ¼ 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. ½ of the NW. ¼ of the NW. ¼ 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 16.5 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. ½ NW. ¼ 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. ½ NW. ¼; 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. ¼ 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. ½ of the W. ½ of the N.E. ¼ of the NW. ¼ 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. ½ of the NW. ¼ of the NW. ¼ 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 51.28 feet West of the East line of the W. ½ of said NW. ¼; 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. ½ and 33 feet North of the East and West center line of said NW. ¼; thence East 33 feet North of the East and West center line of said NW. ¼ and along the North line of

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West Jackson Boulevard 109.72 feet to the Southeast corner of Lot 13 in said Block 1 of Boynton's Subdivision; thence Northerly 259.7 feet, more or less, along the East line of Lot 13 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. ¼ 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. ¼ of the SW. ¼ of the NW. ¼ 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. ½ of the SE. ¼ of the NW. ¼ 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 ½ and 33 feet South of the East and West center line of said NW. ¼; 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. ½ of said NW. ¼; thence Northerly 598.25 feet, more or less, on a line 33 feet East of and parallel to said East line of the W. ½ of said NW. ¼ 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. ¼ 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. ½ of said NW. ¼; thence Southerly 266.51 feet along a line 58 feet West of and parallel to said East line of the W. ½ 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. ½; thence Northerly 266.47 feet on a line which is 33 feet East of and parallel to said East line of the W. ½ 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. ¼ 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. ¼ 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. ½ of the SW. ¼, 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. ½ SW. ¼, 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 Flournoy Street lying between said Lots 93 and 94, also:

PARCEL No. 21

A parcel of land in the SW. ¼ 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. ½ of the SW. ¼ of said Section 15 lying North of Barry Point Road recorded as Document No. 1098772 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. ½ SW. ¼ of said Section 15 recorded as Document No. 955978 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 16 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. ½ SW. ¼; thence Northerly 286.75 feet along the East line of said Lot 14 and said Easterly line extended Northerly 16 feet to the Southeast corner of Lot 15 in said Subdivision of the E. ½ SW. ¼ 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;

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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. ¼ 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. ½ of the SW. ¼ 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. ½ SW. ¼ 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. ½ of said SW. ¼, 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 95 in said Butler & Lowry's West 48th Street Addition which point is 83.58 feet West of the East line of said W. ½; thence continuing Southerly along a line 83.58 feet West of and parallel to said East line of the W. ½ 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. ½ of the SW. ¼; 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 Northerly line of said Lot 19; thence Northerly a distance of 851.51 feet along a line 58 feet East of and parallel to said East line of the W. ½ to the Northeast corner of Lot 22 in said Block 8; thence Westerly 141.58 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. ¼ 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. ¼ 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. ½ of the SW. ¼ 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 33 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. ½ of said SW. ¼ as measured at a

right angle; thence Southerly 133.21 feet on a line 68 feet West of and parallel to said East line of the W. ½ 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. ½; 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. ½; thence Southerly a distance of 374.86 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. ¼; 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. ½ of said SW. ¼; thence Easterly 5 feet; thence Northerly 163.92 feet on a line which is 68 feet East of and parallel to said East line of the W. ½; 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. ½ which point is 176.36 feet South of the South line of B. & O. C. T. Railroad 100 foot 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 468.89 feet an arc distance of 48.92 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. ½; 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 68 feet East of and parallel to said East line of the W. ½; thence Westerly 2 feet on a line 38 feet North of and parallel to said face of concrete abutment; thence Northerly 132.36 feet, more or less, on a line which is 66 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. ¼ 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. ¼ NW. ¼ NW. ¼ of said Section 22, except the East 33 feet thereof, recorded May 2, 1888, Book 29, Page 33; Subdivision of SE. ¼ NW. ¼ NW. ¼ of said Section, recorded July 2, 1889, Book 37, Page 4; Subdivision of the N. ½ SW. ¼ NW. ¼ of said Section, recorded May 11, 1872, Book 2, Page 30; Mandell's Resubdivision of Lots 1 to 50 inclusive in Block 4 in Bryant's Subdivision of N. ½ SW. ¼ NW. ¼ of said Section, recorded Dec. 7, 1888, Book 33, Page 6; Subdivision of S. ½ SW. ¼ NW. ¼ of said Section, recorded January 8, 1876, Book 11, Page 35; Robert H. Buckley's Subdivision of

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Lots 1, 4, 11, 14, 15, 18, 25, 28, and the W. ½ of Lots 3, 12, 17 and 26 of Superior Court Partition of S. ½ SW. ¼ NW. ¼ of said Section, recorded May 11, 1888, Book 29, Page 34; George A. Knight's Subdivision of W. ½ S. ½ SE. ¼ NW. ¼ 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 22 and 56 feet West of the East line of the W. ½ of said NW. ¼; thence Southerly on a line which is 56 feet West of and parallel to said East line of the West ½ 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. ½; thence South 33 feet West of and parallel to said East line a distance of 66 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. ½; thence Southerly on a line which is 56 feet West of and parallel to said East line of the W. ½ 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. ½ to a point which is 33 feet North of said South line of the NW. ¼; 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 300.07 feet East of the East line of said W. ½ 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 465.30 feet, more or less, to a point which is 329.62 feet East of the East line of said W. ½ and 200 feet South of the center line of West 14th Street; thence Westerly 32.56 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 297.06 feet East of the East line of said W. ½; thence Northerly 1,038.65 feet, more or less, on a line 363.0 feet East of and parallel to said East line of the W. ½ to a point which is 493 feet South of the North line of said NW. ¼ 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 462.71 feet, more or less, to a point which is 33 feet South of the North line of Section 22 and 33 feet East of the East line of the W. ½ NW. ¼; thence Westerly along a line 33 feet South of and parallel with said North line a distance of 139 feet to the place of beginning.

(Except that part conveyed by Quit Claim Deed dated February 26, 1962, 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 200.00 feet South of the East and West center line of said NW. ¼ and 335.53 feet East of the North and South center line of said NW. ¼, 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 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. ¼

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of said NW. ¼ 335.40 feet East of the North and South center line of said NW. ¼; thence West along said East and West center line of said SE. ¼ of the NW. ¼ 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. ¼ and 312.11 feet East of the North and South center line of said NW. ¼; 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. ¼ and 335.56 feet East of the North and South center line of said NW. ¼, 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. ¼ of said NW. ¼ 335.40 feet East of the North and South center line of said NW. ¼; thence West along said East and West center line of said SE. ¼ of the NW. ¼ 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. ¼ and 312.11 feet East of the North and South center line of said NW. ¼; 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. ¼ 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. Philips' Subdivision of the NW. ¼ SW. ¼ of said Section 22 (except the East 33 feet thereof), recorded April 8, 1891, Carey's Subdivision of the E. ½ and NW. ¼ SW. ¼ SW. ¼ said Section 22 (except Railroad right of way) recorded November 6, 1889, and Seymour's Estate Subdivision of the E. ½ SW. ¼ of said Section 22 recorded May 21, 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. ½ of said SW. ¼ and 33 feet South of the North line of said SW. ¼ 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. ½ to a point 33 feet North of the South line of said SW. ¼ 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 83 feet East of and parallel to the East line of said W. ½; thence East 30 feet on a line which is 75 feet North of and parallel to said South

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line of the SW. ¼; thence Northerly 257.68 feet on a line which is 113 feet East of and parallel to the East line of said W. ½ to a point on the South line of Lot 10 in said Seymour's Estate Subdivision; thence East 50 feet along said South line of Lot 10; thence Northerly 332.64 feet on a line 163 feet East of and parallel to the East line of said W. ½ to a point in the North line of said Lot 10; thence East along the North line of said Lot 10 a distance of 169.62 feet to a point which is 332.62 feet East of the East line of said W. ½; thence Northerly 465.66 feet to a point which is 332.69 feet East of the East line of said W. ½; 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. ½; thence Northerly 907.53 feet on a straight line to a point which is 369 feet East of the East line of said W. ½ and 90.96 feet South of the North line of Lot 15 in said Seymour's Estate Subdivision as measured along last described course produced North; thence Southeasterly on a curved line convex to the Southwest having a radius of 508.04 feet an arc distance of 329.19 feet more or less to a point on the West Line of South Kilbourn Avenue; thence Northerly 38.1 feet along said West line of South Kilbourn Avenue to a point which is 572.75 feet South of the North line of said SW. ¼; 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 361.66 feet East of the East line of said W. ½ and 271 feet, more or less, South of the North line of said SW. ¼; thence Northwesterly in a straight line 91.31 feet to a point which is 340 feet East of the East line of said W. ½ and 181.78 feet South of North line of said SW. ¼; thence Northwesterly in a straight line 120 feet to a point which is 322 feet East of the East line of said W. ½ and 63 feet South of the North line of said SW. ¼ thence Northerly 30 feet on a line which is 323 feet East of and parallel to the East line of said W. ½ to a point 33 feet South of the North line of said SW. ¼; thence Westerly 365 feet, more or less, on a line 33 feet South of and parallel to the North line of said SW. ¼ to the point of beginning, also:

PARCEL No. 26

Being parts of Lots 2, 3, 4, and 5 in the Seymour's Estate Subdivision of the E. ½ of the SW. ¼ of Section 22, Township 39 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 565.28 feet South of the South line of West 16th Street; thence West on a line 565.28 feet South of and parallel to the South line of West 16th Street a distance of 520 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 30.08 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 58.17 feet to a point 16.76 feet North of the South line of said Lot 2; thence Easterly along a curved line convex to the South with a radius of 259.98 feet an arc distance of 65.32 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 94.09 feet to a point 15.5 feet North of measured at

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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 Southeasterly along a curved line convex to the Northeast having a radius of 297.55 feet an arc distance of 212.94 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 33.38 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 34 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. ¼ 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. ½ of said NW. ¼ 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. ½, to point in the Northerly line of West Ogden Avenue; thence Northeasterly 108.4 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. ½ and in the Northerly line of West Ogden Avenue; thence Northerly 1,861.29 feet, more or less, on a line 50 feet East of and parallel to the East line of said W. ½ to a point which is 33 feet South of the North line of said NW. ¼; 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. ¼ 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. ½ of said NW. ¼ 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 145.97 feet to a point on the Northerly right of way line of the C. B. & Q. Railroad; thence Easterly along said Northerly right of way line a distance of 258.19 feet; thence Northerly 94.60 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. ¼ 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. ½ of said NW. ¼ with the Southerly right of way line of the C. B. & Q. Railroad; thence Westerly 152.28 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 238.44 feet North of the South line of the NW. ¼ and 175.85 feet Westerly of the North and South center line of the NW. ¼; thence Southeasterly on a curved line convex to the Northeast having a radius of 366.6 feet an arc distance of 221.31 feet to a point in the North line of West 26th Street which point is 33 feet North of the South line of said NW. ¼; thence Easterly 91 feet on a line 33 feet North of and parallel to said South line to a point in the North and South center line of said NW. ¼; thence North 7 feet; thence Easterly on a line 40 feet North of and parallel to said South line of the NW. ¼ a distance of 83 feet; thence Northeasterly 237.3 feet to a point which is 36 feet East of the East line of said W. ½; thence continuing Northeasterly on a curved line convex to the Northwest having a radius of 393.8 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. ¼ 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 NE. ¼ SW. ¼ Section 27: Beginning at a point on the North and South center line of said SW. ¼ 33 feet South of the North line of said SW. ¼;

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thence Westerly 81.01 feet on a line 33 feet South of and parallel to said North line; thence Southerly 1,802.08 feet, more or less, to a point on the East and West center line of said SW. ¼, 61.7 feet West of the North and South center line of said SW. ¼; 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 313.15 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 66 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 58.3 feet to a point 240 feet East of the North and South center line of said SW. ¼; thence Northerly 240 feet East of and parallel to the North and South center line of said SW. ¼ 854.91 feet to a point which is 250 feet South of the North line of said SW. ¼; 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. ¼ a distance of 156.17 feet to a point in the North and South center line of said SW. ¼; thence North 7 feet to the point of beginning, also:

Beginning at a point in the North and South center line of the SW. ¼ 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. ¼; 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. ¼ and the N. ½ SW. ¼ SW. ¼ 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 169.63 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. ¼ 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. ¼ 33 feet West of the East line of the W. ½ of said NW. ¼; thence South-

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erly 2,660.60 feet on a line which is 33 feet West of and parallel to the East line of said W. ½; thence Easterly along the South line of said NW. ¼ 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. ½; thence Easterly 3.4 feet on a line which is 514.92 feet North of and parallel with the South line of said NW. ¼; thence Northerly 363.52 feet on a line which is 86.4 feet East of and parallel to the East line of said W. ½; thence Southwesterly an arc distance of 267.9 feet on a curved line convex to the Northwest having a radius of 607.3 feet to a point which is 36.4 feet East of the East line of said W. ½; thence Westerly 3.4 feet on a line which is 636.64 feet North of the South line of said NW. ¼ to a point which is 33 feet East of the East line of said W. ½; thence Northerly 1,287.80 feet on a line which is 33 feet East of and parallel with the East line of said W. ½; thence Easterly 3.4 feet on a line which is 768.3 feet South of and parallel with the North line of said NW. ¼; thence Southeasterly an arc distance of 202.77 feet on a curved line having a radius of 607.3 feet and convex to the Southwest to a point which is 70 feet East of of the East line of said W. ½; thence Northerly 608.99 feet on a line which is 70 feet East of and parallel with the East line of said W. ½; thence Northeasterly 329.03 feet, more or less, to a point in the North line of said NW. ¼ which point is 123.02 feet East of the East line of said W. ½; thence Westerly along the North line of said NW. ¼ 156.62 feet to the point of beginning, also:

PARCEL No. 82

A parcel of land in the SW. ¼ 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. ¼ 50 feet West of the East line of the W. ½ of said SW. ¼; 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. ½ to a point 54.26 feet North of the South line of said SW. ¼; thence Southerly 35.72 feet to a point which is 47.0 feet West of the East line of said W. ½; thence Southerly 20.71 feet to a point on the South line of said SW. ¼ which point is 47 feet West of the East line of said W. ½; thence Easterly along the South line of said SW. ¼ 80 feet; thence Northerly 52.69 feet on a line which is 33 feet East of and parallel to the East line of said W. ½ to a point on the Northerly line of the Sanitary District right of way; thence Easterly 53.92 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. ½ and 72.31 feet North of the South line of said Section 34; thence Northerly 3,583.55 feet more or less, on a line which is 83 feet East of and parallel to the East line of said W. ½ to a point on the North line of said SW. ¼; thence Westerly along said North line 143 feet to the point of beginning, also:

PARCEL No. 83

A parcel of land in the NW. ¼ of Section 3, Township 38 North, Range 13 East of the Third Principal Meridian, extending Southerly 1,163.67 feet [illegible] North line of said NW. ¼ 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. ½ of said NW. ¼, also:

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PARCEL NO. 34

An irregular parcel of land in the West ½ of Section 3, Township 38 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. ¼ of said Section 3; thence Southerly 1,031.35 feet to a point in the South line of said NW. ¼ 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 1,235.9 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. ½ of said Section 3; thence Southerly 1,600 feet to a point which is 1,035.9 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. ½ 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. ½ of Section 3; thence Northwesterly 1,103.4 feet to a point which is 1,186.8 feet, more or less, West of the East line of said Section 3; thence Northerly 322.4 feet to a point which is 1,[illegible]84 feet West of the East line of the W. ½ of said Section 3; thence Northeasterly an arc distance of 681.33 feet, more or less, on a curved line convex to the Northwest having a radius of 572.91 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. ½ 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. ¾ of the W. ½ of Section 10, 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 Section, and 33 feet West of the East line of the W. ½ NW. ¼ of said Section; thence Southerly along a line 33 feet West of and parallel to said East line a distance of 2,933.64 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. ½; thence Northerly 279.47 feet, more or less, on a line 99 feet East of and parallel to the East line of said W. ½ and which point is on the South line of the N. ½ 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. ½ of the NW. ¼ of said

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Section 10 a distance of 1,056.84 feet to a point which is 1,605.67 feet South of the North line of said NW. ¼ 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. ½ NW. ¼; thence Northerly on a line 333 feet East of and parallel to the West line of the E. ½ of the NW. ¼ a distance of 28.28 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. ½ of the NW. ¼; thence Northwesterly on a curved line convex to the Southwest and tangent to last described course having a radius of 299.57 feet an arc distance of 199.52 feet to a point which is 103.84 feet East of the East line of W. ½ of NW. ¼; 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. ½ NW. ¼; thence Northerly on a line 83 feet East of and parallel with said East line W. ½ NW. ¼ a distance of 1,283.82 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. 36

A parcel of land in the SW. ¼ Section 10, Township 38 North, Range 13 East of the Third Principal Meridian, comprising sundry lots and blocks in W. F. 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 33 feet West of the East line of the W. ½ of the SW. ¼ 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 33 feet West of and parallel to the East line of said W. ½; thence Southwesterly 856.73 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 413.07 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 78.33 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 524.8 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 31.9 feet North of the Southwest corner of said Block 19; thence Southwesterly 70.03 feet to a point in the East line of Block 22 which point is 58.31 feet North of the Southeast corner of said Block 22; thence Southwesterly 266.13 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 Southeast 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. ¼; thence Southerly 66 feet on a line 50 feet East of and parallel to the West line of said SW. ¼; 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. ½ of said SW. ¼ to a point which is 158 feet North of the South line of said SW. ¼; thence Southwesterly 134.7 feet more or less to a point in the North line of West 55th Street which point is 83 feet West of the East line of the W. ½ of said SW. ¼; thence Easterly 116 feet on a line which is 33 feet North of and parallel to the South line of said SW. ¼ to a point 33 feet East of the East line of said W. ½; thence Northerly 76.95 feet on a line 33 feet East of and parallel to the East line of said W. ½ 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 598.26 feet East of the East line of said W. ½ and 784.03 feet North of the South line of said SW. ¼; 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. ½; 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. ¼ which point is 192.3 feet South of the Northeast corner of the S. ½ of said SW. ¼; thence North 112 feet along said East line of said SW. ¼; 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 448.33 feet to a point 99 feet East of the East line of the W. ½ of said SW. ¼; thence Northerly 1,147.95 feet on a line 99 feet East of and parallel to said East line of the W. ½ 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. ½ 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. ½ of said SW. ¼ 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 25 482.48 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. ½ of the SW. ¼ and the W. ¾ of the E. ¼ of the SW. ¼ 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, 142.65 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 Northeasterly 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 Northeasterly in a straight line a distance of 106.91 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. 18465137, recorded in the Recorder's Office of Cook County Illinois, May 3, 1962; thence West on said North property line at an angle of 85° 22' 30" a distance of 18.07 feet; thence Southwesterly in a straight line 18 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 897.37 feet, concentric with first described course, to a point 142.65 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; thence South a distance of 34.56 feet, more or less, to the point of beginning;

PARCEL No. 37

Lots 1, 2 and 3 and Lots 48 to 48 inclusive in Block 1 of Davis & Todd's Subdivision of the W. ½ of the W. ½ of the SW. ¼ of the SE. ¼ of Section 10, Township 38 North, Range 13 East of the Third Principal Meridian, (except that part of Lots 47 and 48 lying Northwesterly of the following described line: Beginning at a point in the North line of said Lot 48 a distance of 24.76 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 Document 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. ½ of the W. ½ of the SW. ¼ of the SE. ¼ of Section 10 aforesaid, lying Southeasterly of the following described straight line: Beginning at a point on the North line of said Lot 1, 25 feet West of the Northeast corner of said Lot 1; thence Southwesterly to the Southwest corner of said Lot 2; Also, Lot 48 and that part of Lots 44, 45 and 46 in said Block 1 of Davis & Todd's Subdivision, lying Southeasterly 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. ½ of the NW. ¼ of the SE. ¼ 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. ½ of the W. ½ of the SW. ¼ of the NW. ¼ of the SE. ¼ of said Section 10; thence East along the South line of said E. ½ of the W. ½ of the SW. ¼ of the NW. ¼ of the SE. ¼, 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. ½ of the W. ½ of the SW. ¼ of the NW. ¼ of the SE. ¼ 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. ½ SW. ¼ NW. ¼ SE. ¼ 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 106.83 feet North of the South line of the N. ½ SE. ¼; thence Northeasterly to a point in the West line of South Kildare Avenue 243.48 feet North of said South line of said North ½ SE. ¼.

(Except that part conveyed by Quit Claim Deed dated March 27, 1962 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 ½ of the SW. ¼ of the NW. ¼ of the SE. ¼ 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 E. ½ of the SW. ¼ of the NW. ¼ of the SE. ¼ of Section 10 aforesaid, 152 feet North of the South line of said South 264 feet of the E. ½ of the SW. ¼ of the NW. ¼ of the SE. ¼ 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. ½ of the SW. ¼ of the NW. ¼ of the SE. ¼ of said Section, which point is 15.85 feet North of the South line of said E. ½ of the SW. ¼ of the NW. ¼ of the SE. ¼ of said Section 10); also:

PARCEL No. 40

That part of the W. ½ SE. ¼ NW. ¼ SE. ¼ 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. ¼ NW. ¼ SE. ¼, the North line of said 152 feet being the North line of Lot 9 ex-

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tended West 16 feet and North line of Lot 16 Block 3 in Archer Heights being a Subdivision of part of NW. ¼ SE. ¼ of Section 10, Township 38 North, Range 13 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. ¼ NW. ¼ SE. ¼; 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. ¼ NW. ¼ SE. ¼

(Except that part conveyed by Quit Claim Deed dated March 27, 1962 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 North 280 feet of the South 432 feet of the W. ½ of the SE. ¼ of the NW. ¼ of the SE. ¼ 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. ½ of the SE. ¼ of the NW. ¼ of the SE. ¼ of Section 10 aforesaid 167 feet North of the South line of said North 280 feet of the South 432 feet of said W. ½ of the SE. ¼ of the NW. ¼ of the SE. ¼ 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. ½ of the SE. ¼ of the NW. ¼ of the SE. ¼ of said Section, which point is 30.37 feet North of the South line of said North 280 feet of the South 432 feet of said W. ½ of the SE. ¼ of the NW. ¼ of the SE. ¼ of said Section 10); also:

PARCEL No. 41

That part of the E. ½ SE. ¼ NW. ¼ SE. ¼ of Section 10, Township 38 North, Range 13 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 321.3 feet of said E. ½ SE. ¼ NW. ¼ SE. ¼, the North line of said South 321.3 feet being the North line of Lot 2, Lot 2 extended West 15 feet and the North line of Lot 23 in Block 4 in Archer Heights being a Subdivision of part of NW. ¼ SE. ¼ of Section 10, Township 38 North, Range 13 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. ½ SE. ¼ 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. ½ SE. ¼.

(Except that part conveyed by Quit Claim Deed dated March 27, 1962 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 280 feet of the North 846 feet of the E. ½ of the SE. ¼ of the NW. ¼ of the SE. ¼ of Section 10, Township 38 North, Range 13, 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. ½ of the SE. ¼ of the NW. ¼ of the SE. ¼ of Section 10 aforesaid 167 feet North of the

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South line of said South 280 feet of the North 346 feet of said E. ½ of the SE. ¼ of the NW. ¼ of the SE. ¼ of said Section; thence Southwesterly in a straight line to a point 33 feet East of and parallel to the West line of said E. ½ of the SE. ¼ of the NW. ¼ of the SE. ¼ of said Section, which point is 30.45 feet North of the South line of said South 280 feet of the North 346 feet of said E. ½ of the SE. ¼ of the NW. ¼ of the SE. ¼ of said Section 10); also:

PARCEL No. 42

A strip of land 100 feet in width across the NE. ¼ of the SE. ¼ 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. ¼ of the SE. ¼ of said Section 10 a distance of 733 feet South of the Northwest corner of said NE. ¼ of the SE. ¼; 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. ¼ of the SE. ¼ of said Section, 845 feet South of the Northwest corner of said NE. ¼ SE. ¼; 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. ½ of the W. ½ of the NW. ¼ of the SW. ¼ 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. ½ of the W. ½ of the NW. ¼ of the SW. ¼; thence West parallel with and 33 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. ½ of the W. ½ of the NW. ¼ of the SW. ¼; 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. ¼ of the NW. ¼ 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. ¼ NW. ¼ of said Section a distance of 108.4 feet East of the West line of said Section; thence Northeasterly in a straight line 1,374.15 feet to a point on the East line of said SW. ¼ of the NW. ¼, which point is 619.53 feet, more or less North of the Southeast corner of said SW. ¼ of the NW. ¼; thence South along said East line 112 feet; thence Southwesterly in a straight line parallel with and 100 feet distant from said Northeasterly line 1,125.75 feet, more or less, to a point on the South line of the NW. ¼ of said Section 330.2 feet East of the West line of said Section; thence West on said South line of the said NW. ¼, 221.8 feet, more or less, to the point of beginning, (Excepting therefrom the South 33 feet being the North ½ of West 51st Street), also:

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PARCEL No. 45

A parcel of land in the W. ½ of the W. ½ of the SE. ¼ of the NW. ¼ 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. ¼ of the NW. ¼ of said Section 11 a distance of 473.75 feet North of the South line of the NW. ¼ of the SE. ¼ of said NW. ¼; thence North along the West line of said SE. ¼ of the NW. ¼, 145.83 feet; thence Northeasterly 373.81 feet, more or less, on a straight line to a point in the East line of said W. ½ of the W. ½ of the SE. ¼ of the NE. ¼; 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. ¾ of the S. ¾ of the E. ½ of the NW. ¼ of Section 11, Township 38 North, Range 13 East of the Third Principal Meridian, comprising Lots 1, 2, 5, 6, 7 and 8 in Thompson's Subdivision of the S. ½ of the E. ½ of the NW. ¼ of the SE. ¼ of the NW. ¼ of the NW. ¼ 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. ½ of the SE. ¼ of said NW. ¼; thence North along said East line 415 feet more or less to a point which is 488.8 feet South of the North line of the SE. ¼ of said NW. ¼; thence Easterly 110 feet on a line which is 488.8 feet South of and parallel to said North line to a point in the Northwesterly right of way line of the Indiana Harbor Belt Railroad Company; thence Northeasterly along said right of way line on a curve convex to the Northwest having a radius of 636.8 feet an arc distance of 655.18 feet more or less to a point on the Westerly right of way line of the Atchison, Topeka & Santa Fe Railway which point is 42.13 feet more or less South of the North line of said SE. ¼ NW. ¼ and 116 feet West of the East line of said NW. ¼; 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. ¼ of said NW. ¼; thence Southwesterly on a straight line 499.23 feet to a point on the North line of the SE. ¼ of said NW. ¼ and which point is 332 feet East of the West line of said SE. ¼ NW. ¼; thence Southwesterly 501.23 feet more or less to a point on the East line of the W. ½ of the SE. ¼ of said NW. ¼ which point is 376.8 feet South of the North line of said SE. ¼; thence Southwesterly 336.9 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. ¼ of Section 15, Township 38 North, Range 13 East of the Third Principal Meridian, comprising

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lands and part of vacated streets and alleys: Beginning at a point 33 feet East of the East line of the W. ½ of said NW. ¼ and 33 feet South of the North line of said NW. ¼; thence Westerly 146.39 feet on a line 33 feet South of and parallel to the North line of said NW. ¼; thence Southerly 631.84 feet, more or less, to a point which is 113.36 feet West of the East line of said W. ½; thence Westerly 54.27 feet to a point which is 664.84 feet South of the North line of said NW. ¼; 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. ½; 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. ½; thence continuing Southwesterly an arc distance of 1,546.26 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. ¼ and 272.63 feet North of the South line of said NW. ¼; thence Southerly 239.63 feet to a point which is 333.78 feet East of the West line of said NW. ¼ and 33 feet North of the South line of said NW. ¼; thence Easterly 1,036.91 feet, more or less, to a point which is 33 feet East of the East line of said W. ½ and 33 feet North of the South line of said NW. ¼; 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. ½, to the point of beginning, also:

PARCEL No. 48

An irregular parcel of land in the SW. ¼ 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. ¼ and 33 feet East of the East line of the W. ½ of said SW. ¼; thence Westerly 158.64 feet on a line 33 feet South of and parallel to the North line of said SW. ¼; thence Southerly 481.24 feet to a point which is 125.52 feet West of the East line of said W. ½; 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. ¼; thence South along the East line of Knox Avenue 22.06 feet; thence Southeasterly an arc distance of 258.21 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. ½ and 574.08 feet South of the North line of said SW. ¼; thence Southerly 751.63 feet to a point which is 125.3 feet West of the East line of said W. ½; thence Westerly 7.7 feet on a line which is 1,325.71 feet South of the North line of said SW. ¼ and 133 feet West of the East line of said W. ½; thence Southerly 550 feet along a line 133 feet West of and parallel to the East line of said W. ½; thence Westerly 50 feet on a line which is 1,875.71 feet South of the North line of said SW. ¼ and 183 feet West of the East line of said W. ½; thence Southerly 644.19 feet more or less to a point which is 40 feet North of the South line of said SW. ¼ and 183 feet West of the East line of said W. ½; thence Easterly 216 feet on a line 40 feet North of and parallel to the South line

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of said SW. ¼ to a point 33 feet East of the East line of said W. ½; 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. ½ of the SW. ¼, Section 15, 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 512.2 feet South of the North line of said SW. ¼; thence Northwesterly 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 309.97 feet South of said North line; thence continuing Northwesterly to a point in the East line of said Block 2, 266.24 feet South of the North line of said SW. ¼; thence continuing Northwesterly across said Block 2 an arc distance of 284.47 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. ¼, also:

PARCEL No. 50

A rectangular parcel of land, 166 feet in width, through the NW. ¼ 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. ½ of said NW. ¼ and the East line of which is 33 feet East of and parallel to said East line of the W. ½ (except therefrom the North 33 feet which is the S. ½ of West 63rd Street and the South 33 feet which is the N. ½ 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 to a point 50.4 feet East of North and South center line of the SW. ¼ of said Section 22; thence Southeasterly on a curved line convex to the Southwest having a radius of 1,432.69 feet an arc distance of 1,119.27 feet to a point 950.6 feet South of the East and West center line of said Section 22, and 648.3 feet East of the North and South center line of said SW. ¼ as measured at right angles thereto; thence Southeasterly on a straight line to a point in the South line of said Section 22 said point being 854.50 feet West of the Southeast corner of said Section 22; thence West along the South line of said Section 22, a distance of 2,328.66 feet; thence Northwesterly 1,625.44 feet to a point 75 feet East of the West line of said Section 22 and 571.55 feet North of the South line of said Section as measured at right angles thereto; thence Southerly 579.18 feet to a point in the South line of said Section 22 a distance of 60 feet East of the Southwest corner of said Section 22; thence West 17 feet to a point 43 feet East of the West line of said Section 22;

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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. ¼ of Section 22, Township 38 North, Range 13 East of the Third Principal Meridian, 433.44 feet East of the North and South center line of said SE. ¼ as measured along said South line; thence Northwesterly through a point in the North and South center line of said SE. ¼ 303 feet North of the South line of said SE. ¼ as measured along said center line 540 feet; thence Southwest at right angles to last described course 6 feet; thence Southeasterly 6 feet Southwesterly of and parallel to first described course to the South line of said SE. ¼; thence East along the South line of said SE. ¼ 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 13 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 34.15 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 13 East of the Third Principal Meridian, 434.44 feet East of the North and South center line of the NE. ¼ 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. ¼ Section 26, Township 38 North, Range 13 East of the Third Principal Meridian: Beginning at a point 648.9 feet Southerly of the North line of the NW. ¼ Section 26, Township 38 North, Range 13 East and 33 feet East of the West line of said NW. ¼; thence Southeasterly on a straight line to a point in the North line of the SE. ¼ SE. ¼ NW. ¼ Section 26 being 718.28 feet West of the East line of said NW. ¼; thence East along the North line of the SE. ¼ SE. ¼ of said NW. ¼ to a point 50 feet West of the East line of said NW. ¼ being in the West right of way line of the Chicago and Grand

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Trunk Railway; thence South along a line 50 feet West of and parallel to the East line of said NW. ¼ 663.84 feet more or less to the South line of said NW. ¼; thence West along the South line of said NW. ¼ to a point that is 614.44 feet West of the East line of said NW. ¼; thence North at a right angle 133.92 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. ¼ measured at right angles thereto and 238 feet East of the West line of said NW. ¼ 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 224.62 feet to a point of tangent being 1,502.92 feet North of the South line of said NW. ¼ 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. ¼ and 1,503.74 feet North of the South line of said NW. ¼; thence North along a line 33 feet East of and parallel to the West line of said NW. ¼ to the point of beginning, also:

PARCEL No. 53

An irregular parcel of land located in the NE. ¼ Section 26, Township 38 North, Range 13 East of the Third Principal Meridian: Beginning at a point in the South line of NE. ¼ Section 26, Township 38 North, Range 13 East of the Third Principal Meridian, 50 feet East of the West line of said NE. ¼ being the Easterly right of way line of the Chicago and Grand Trunk Railway; thence East along the South line of the said NE. ¼ Section 26 to the East line of said NE. ¼; thence North along the East line of said NE. ¼ 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 1354 feet North of the South line of said NE. ¼; thence Southwesterly on a curved line convex to the Southeast having a radius of 2,199.19 feet an arc distance of 374.97 feet, more or less, to a point in the North and South center line of said NE. ¼ being 108 feet North of the South line of said NE. ¼; thence West along a line 108 feet North of and parallel to the South line of said NE. ¼ a distance of 413.3 feet to a point; thence Southwesterly on a straight line a distance of 235.14 feet to a point 78.1 feet North of the South line of said NE. ¼ and 637.63 feet, more or less, West of the North and South center line of said NE. ¼; thence Westerly along a line 78.1 feet North of and parallel to the South line of said NE. ¼ a distance of 334.02 feet; thence Northwesterly on a curved line convex to the Southwest having a radius of 387.354 feet an arc distance of 507.20 feet to a point that is 457.16 feet North of the South line of said NE. ¼ and 50 feet East of the West line of said NE. ¼; thence South on a line 50 feet East of and parallel to the West line of said NE. ¼ a distance of 457.16 feet, more or less, to the point of beginning, also:

PARCEL No. 54

Being the S. ½ of the NW. ¼ of Section 25, Township 38 North, Range 13 East of the Third Principal Meridian, also: The North 82 feet of

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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. ¼ NE. ¼ 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. ¼ NE. ¼ 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 13 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 9, 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 6 in the Hinkamp and Company's Columbus Avenue Subdivision, being a Resubdivision of part of Wabash Addition to Chicago in the SE. ¼ NE. ¼ 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. ¼ 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. ¼ of Section 25, Township 38 North, Range 13 East of the Third Principal Meridian, 66 feet North of the South line of said NE. ¼; thence South along said North and South center line of said NE. ¼ to the South line of said NE. ¼; thence East along the South line of said NE. ¼ to a point 579.6 feet West of the East line of said NE. ¼; 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. ¼ and 90 feet West of the East line of said NE. ¼; thence Easterly 40 feet to a point 35.28 feet North of the South line of said NE. ¼ and 50 feet West of the East line of said NE. ¼; thence North along a

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line 50 feet West of and parallel to the East line of said NE. ¼ 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. ¼ NE. ¼ Section 25, Township 38 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois; thence Westerly on a straight line 382.5 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. ¼; thence Westerly on a line 66 feet North of and parallel to the South line of said NE. ¼ to the point of beginning;

(Excepting 80 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. 59

Being an irregular parcel of land and vacated streets and alleys lying in the NW. ¼ 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. ¼ 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. ¼; thence South along a line 60 feet East of and parallel to the West line of said NW. ¼ to a point 33 feet North of the South line of said NW. ¼; thence East along a line 33 feet North of and parallel to the South line of said NW. ¼ a distance of 1,202.51 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. ¼; 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. ¼; thence West along a line 99 feet North of and parallel to the South line of said NW. ¼ a distance of 543.12 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. ¼; 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 938.87 feet to a point in the South line of Block 9 of Dewey and Hogg's Subdivision of W. ½ NW. ¼ 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 118.80 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 386.13 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-

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westerly on a straight line 68.58 feet to a point in the East line of Block 14 in said Dewey and Hogg's Subdivision of W. ½ NW. ¼ 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 5.93 feet North of the Southwest corner; thence Southwesterly to a point that is 148.83 feet North of the South line of said NW. ¼ and 327.9 feet East of the West line of said NW. ¼; thence West to the point of beginning, also;

Lots 18 to 21, inclusive, in Block 13, in the Subdivision of Blocks 5, 12 and 13, in Dewey and Hogg's Subdivision of the W. ½ of the NW. ¼ of Section 30, Township 38 North, Range 14 East of the Third Principal Meridian (except the North 3.91 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. ½ of the NW. ¼ 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, 22.19 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. ¼, NW. ¼ and the SW. ¼ NE. ¼ 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. ¼ Section 30, Township 38 North, Range 14 East of the Third Principal Meridian, and 149 feet North of the South line of said NW. ¼; thence South on a line 37.9 feet East of and parallel to the North and South center line of said NW. ¼ to a point 33 feet North of the South line of said NW. ¼; 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 33 feet West of the North and South center line of the NE. ¼ 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. ¼ 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 Northwesterly on 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. ¼ and 79.12 feet North of the South line of said NW. ¼; thence South along a line that is 37.9 feet East of and parallel to the North and South center line

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of said NW. ¼ to a point that is 681.48 feet North of the South line of said NW. ¼; 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. ¼ and 517.87 feet East of the North and South center line of said NW. ¼; thence West along a line 149 feet North of and parallel to the South line of said NW. ¼ to the point of beginning, also:

PARCEL No. 61

The North 116 feet of the South 149 feet of the E. ½ of the NE. ¼ 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. ½, NW. ¼ 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 199 feet of said W. ½, NW. ¼ 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. ½, NW. ¼ 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. ½, NE. ¼ 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. ½, NE. ¼ 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. ¼ 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. ¼ 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. ¼; thence South 116 feet along a line 33 feet East of and parallel to the West line of said NW. ¼ to a point 33 feet North of the South line of said NW. ¼; thence East along a line 33 feet North of and parallel to said South line of NW. ¼ to a point 379.92 feet East of the West line of said NW. ¼; thence Northeasterly on a curved line convex to the Southeast having a radius of 922.37 feet to a point in the West line of South Union Avenue 64.62 feet North of the south line of said NW. ¼; thence North along the West line of South Union Avenue 71.15 feet to a point; thence Northwesterly on curved line convex to the Northeast having a radius of 902.0 feet to a point 500.59 feet East of the West line of said NW. ¼ and 149 feet North of the South line of

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said NW. ¼; thence West along a line 149 feet North of and parallel to the South line of said NW. ¼ to the point of beginning, also:

PARCEL NO. 64

Beginning at a point in the East line of South Union Avenue 125.08 feet North of the South line of the NW. ¼ 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. ¼ 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. ¼; thence on a line tangent to last described course 44.35 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. ¼; thence North along a straight line a distance of 82.38 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. ¼ 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. ¼, NW. ¼ 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. ¼; thence South along a line 12 feet West of and parallel to the North and South center line of said NW. ¼ 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 922.37 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. ¼ to a point in the East line of South Union Avenue 89.8 feet North of the South line of said NW. ¼; 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 Resubdivision of Blocks 1 to 16 inclusive in the W. ½, SW. ¼ 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. ½ 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

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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. 67

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 28, 1887 as Document No. 845296, in the Office of Recorder of Deeds, Cook County, Illinois, thence East along the South line of said Block 16 245.42 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 63.96 feet to the East line of South Union Avenue; thence South along the East line of South Union Avenue 81.89 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 15; thence South along the West line of South Lowe Avenue 14.99 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 Southeast in 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. ½ 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 25, 1958 recorded as Document No. 17456097, in the Office of Recorder of Deeds, Cook County, Illinois, also;

PARCEL No. 68

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. ½, SW. ¼ Section 28 Township 38 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 28, 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 66 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 180.45 feet East of the Southwest corner of said Block 8; thence East along the South line of said Block 8, a distance of 56.57 feet; thence Northeasterly in a curved line

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convex Northwesterly having a radius of 3,819.83 feet an arc distance of 29.22 feet to a point of tangent; thence Northeasterly in a straight line, which intersects the North line of said Block 8 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 Northeasterly 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. ½, SW. ¼ 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 184 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. RR.; thence Northeasterly along the Westerly Right of Way line of the C. R. I. & P. RR. 235.43 feet to a point which is 226.76 feet Northerly of the South line of said Block 1 extended Easterly as measured in a straight line from a point 278.49 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 236.47 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. RR. and the South line of West 79th Street; thence Southwesterly along the Easterly Right of Way line of the C. R. I. & P. RR. 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. ½ 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. RR.; 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. Cumming's Subdivision being 153.66 feet East of the Easterly Right of Way line of the C. R. I. & P. RR.; thence East along the North line of West 80th Street 93.69 feet; thence Northwesterly on a line making an angle of 34° 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

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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 247.35 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° 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. ½ of Section 33, Township 38 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 196.76 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 955.356 feet an arc distance of 68.18 feet; thence Southeasterly in a straight line tangent to last described course 246.33 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 2,864.93 feet an arc distance of 17.25 feet to a point; thence Southeasterly on a straight line tangent to last described course 80.58 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 56.84 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 160.95 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

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South line of West 80th Street extended West; thence East along the South line of West 80th Street 57.37 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. ½ of Section 33, Township 38 North, Range 14 East of the Third Principal Meridian; thence Southeasterly on a straight line 19.33 feet to a point which is 15.81 feet East of the West line of said Lot 11; thence Southerly on a straight line, making an angle of 6° 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 219.43 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 Westerly of the Northwest corner of Lot 15 in said Block 4; thence Northerly 221.33 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 69.60 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,

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Township 38 North, Range 14 East of the Third Principal Meridian recorded as Document No. 2941409, March 29, 1900, in the Office of Recorder of Deeds, Cook County, Illinois, lying Southeasterly of Vincennes Avenue Southerly of West 83rd Street and Westerly of South Stewart Avenue and South Holland Road lying within the following described boundary lines: Beginning at a point in the Southerly line of Vincennes Avenue as now located 310.52 feet Northeasterly of the North line of West 84th Street; thence Southerly on a straight line through a point in the Northwesterly line of Lot 7 Block 8 in South Englewood a Subdivision in the SE. ¼ of Section 33, Township 38 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 Southeasterly 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. ¼ of Section 33, Township 38 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, 58.6 feet West of the Northeast corner thereof a total arc distance of 918.16 feet to a point of tangent; thence Southeasterly on a straight line through a point in the East line of Lot 1 Block 20 in said South Englewood Subdivision in the SW. ¼ of Section 33, Township 38 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 112.82 feet Northeasterly of the North line of West 87th Street as measured along the Westerly line of South Holland Road; thence Northeasterly along the Westerly line of South Holland Road 207 feet to a point; thence Northwesterly 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 38 North, Range 14 East of the Third Principal Meridian, which is the Southerly 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 Northwesterly to a point 263 feet West of the North and South center line of Section 33 and 630.59 feet South of the East and West center line of said Section 33; thence Northwesterly on a straight line at an angle of 20° 34' 26" as measured from North to West a distance of 75.95 feet; thence Northwesterly on a curved line convex to the Southwest having a radius of 658.784 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 226.63 feet South of said East and West center line; thence Northeasterly in a straight line a distance of 157.9 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 Northeasterly 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 Northeasterly on a curved line convex to the Southeast having a radius of 694.08 feet an arc distance of 60.84 feet more or less to a point which is 253.38 feet West of said North and South center line and 59.61 feet North

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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 83rd Street 233.57 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 391.27 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 43° 54′ 29″ with said Southeasterly line of Vincennes Avenue 202.74 feet to a point of curve convex Westerly having a radius of 1,854.08 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° 29′ 53″ and running Southeasterly 200 feet to a point of deflection; thence deflecting right to an extension of last described course 0° 42′ 26″ and running Southeasterly 427.23 feet to a point of deflection; thence deflecting left to an extension of last described course 168° 09′ 02″ and running Northwesterly making an angle of and to an extension of last described course 11° 50′ 58″ with last described line 330 feet to point of deflection; thence deflecting right to an extension of last described course 24° 49′ 59″ 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° 18′ 08″ and running Northerly 289.61 feet to point of deflection; thence deflecting right to an extension of last described course 7° 33′ 15″ and running Northerly 107 feet to point of deflection; thence deflecting left to an extension of last described course 8° 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 38 North, Range 14 East of the Third Principal Meridian, recorded March 29, 1900 as Document No. 2941409 in the Office of Recorder of Deeds,

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Cook County, Illinois, commencing at the intersection of the original Southeasterly line of Vincennes Avenue with the presnt Southerly line of West 83rd Street as now open between Vincennes Avenue and South Stewart Avenue; thence Southeasterly 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° 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° 37′ 04″ with last described course a distance of 421.78 feet, more or less, to a point on said original Southeasterly line of Vincennes Avenue; thence Northeasterly along said original Southeasterly 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 13, 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 Southeasterly 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 Southeasterly line of Vincennes Avenue a distance of 109.6 feet; thence Southeasterly a distance of 30.8 feet to a point on the original Southeasterly line of Vincennes Avenue; thence Northeasterly along the original Southeasterly 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. ¼ of said Section; thence West along the South line of said Section 33 to a point which is 9.87 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 46.13 feet North of the Northeast corner of South Holland Road and West 87th Street; thence Northeasterly 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. ¼, being 1,281 feet, more or less, West of the North and South center line of said SE. ¼; thence East along the East and West center line of said SE. ¼ a distance of 923 feet to a point 358 feet West of the North and South center line of said SE. ¼; thence North 858 feet West of and parallel to the North and South center line of said SE. ¼ a distance of 333.84 feet; thence East 358 feet to a point 333.86 feet North of the East and West center line of said SE. ¼; thence South along the North and South center line of said SE. ¼ a distance of 993.69 feet to a point; thence Southeasterly 53.12 feet to a point of curve 5.52 feet East of the North and South center line of said SE. ¼; thence Southeasterly on a curved line convex to the Southwest having a radius of 278.989 feet an arc distance of 261.93 feet to a point of tangent which point is 132.33 feet East of the North and

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South center line of said SE. ¼ and 405.79 feet North of the South line of said SE. ¼; thence Southeasterly tangent to last described curve 45.66 feet to a point of curve; thence Southeasterly on a curved line convex to the Southwest having a radius of 319.689 feet and tangent to last described course an arc distance of 184.49 feet to a point; thence West a distance of 345.97 feet to a point in the North and South center line of said SE. ¼ being 329.11 feet North of the South line of said SE. ¼; thence South along the North and South center line of said SE. ¼ a distance of 329.11 feet to the point of beginning;

Subject however to an Easement over the East 30 feet of the East 358 feet of the S. ¼ N. ⅓ W. ½ SE. ¼ 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. ¼ 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 ¼ 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. ¼ of said Section 4; thence West 34 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 60.11 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 46.13 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. ¼ of Section 4, Township 37 North, Range 14 East of the Third Principal Meridian, and 602.35 feet, more or less, North of the South line of said NE. ¼; thence Northwesterly on a curved line convex to the Southwest having a radius of 573.64 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. ¼, being 655.01 feet West of the East line of said NE. ¼, 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. ¼, measured at a right angle

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thereto, and 69.66 feet South of the North line of said NE. ¼; thence South along a line 5 feet West of and parallel to the North and South center line of said NE. ¼ 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. ¼ and 304.51 feet South of the North line of said NE. ¼; thence North on a line 465 feet West of and parallel to the North and South center line of said NE. ¼, 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. ¼; thence West along the South line of West 87th Street 100 feet South of and parallel to the North line of said NE. ¼, a distance of 385.48 feet to a point 850.49 feet West of the North and South center line of said NE. ¼; thence Southeasterly 225 feet to a point 279.97 feet South of the North line of said NE. ¼ and 713.27 feet West of the North and South center line of said NE. ¼; thence Southeasterly 1,310.13 feet to a point on the East and West center line of said NE. ¼ a distance of 88.14 feet East of the North and South center line of said NE. ¼; thence Southeasterly 141.08 feet to a point 111.96 feet South of the East and West center line of said NE. ¼ and 174.44 feet East of the North and South center line of said NE. ¼; thence Southeasterly on a curved line convex to the Southwest having a radius of 2,362.19 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 1,963.21 feet an arc distance of 1,243.52 feet to a point 33 feet West of the East line of said NE. ¼ and 427.88 feet North of the South line of said NE. ¼; thence North 33 feet West of and parallel to the East line of said NE. ¼ to the point of beginning;

(Except that part of the West 357 feet of the East 390 feet of said NE. ¼ lying Northerly of the following described line: Beginning at a point in the West line of the East 33 feet of said NE. ¼ being 564.85 feet North of the South line of said NE. ¼; thence Northwesterly along a line which forms an angle of 68° 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. ¼, conveyed March 11, 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. ¼ of Section 3, Township 37 North, Range 14 East of the Third Principal Meridian and 484.29 feet North of the South line of said NW. ¼; thence Southeasterly on a curved line convex to the Southwest having a radius of 2,702.19 feet a distance of 30.05 feet to a point of tangent; thence Easterly tangent to last described course 513.53 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 5,836.75 feet a distance of 748.94 feet, more or less, to a point 33 feet West of the North and South center line of said NW. ¼ and 204.84 feet North of the South line of said NW. ¼; thence North 33 feet West of and parallel to the North and South center line of said NW. ¼ a distance

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of 97.78 feet; thence Westerly on a curved line convex to the North having a radius of 5,930 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 33 feet East of the West line of said NW. ¼; 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. ¼ of the NW. ¼ 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 383.06 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 383.06 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 393.82 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, 126.93 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 Northeasterly 10 foot strip of said 20 foot strip being adjacent to and Northeasterly of the 10 foot strip described above; Also the Northeasterly 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. ¼ NW. ¼ Section 3, Township 37 North, Range 14 East of the Third Principal Meridian, lying 8½ 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 478½ feet South of and parallel to the North line of the SW. ¼ NW. ¼ of said Section 3 and running thence East along said last mentioned parallel line a distance of 40.44 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 478½ feet South of and parallel to the North line of said SW. ¼ which is 377.57 feet East of said East line of South State Street to a point which is 718.61 feet South of said North line of said SW. ¼ and 626.10 feet East of said East line of South State Street; thence Southeasterly along the last described straight line a distance of 228.55 feet to said point which is 718.61 feet South of said North line of said SW. ¼ 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. 9103807, in the Office of Recorder of Deeds, Cook County, Illinois), also:

A strip of land 17 feet in width being 8½ feet on either side of the following described center line: Beginning at a point 380 feet East of the West line of the SW. ¼ of the NW. ¼ 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. ¼ of NW. ¼ 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 392.04 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. ¼ of NW. ¼ 576.13 feet South of said North line of SW. ¼ of NW. ¼; thence Southeastwardly along the arc of a circle having a radius of 287.94 feet

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convex Southwesterly tangent to the last mentioned parallel line a distance of 99.09 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 287.54 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. Healy 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. ¼ 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 6½ acres of the West 7⅛ acres of the South 25 acres of the E. ½ NW. ¼ of Section 3, Township 37 North, Range 14 East of the Third Principal Meridian, 132.96 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. ½ NW. ¼ of said Section 3; thence along the North line of said Lot 6 a distance of 387 feet to a point in the South line of said NW. ¼ 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. ½ NE. ¼ SE. ¼ 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 128.54 feet; thence Northwesterly on a curved line convex to the Northeast having a radius of 5,836.75 feet to a point 33 feet East of the North and South center line of the NW. ¼ of said Section 3; thence North 33 feet East of and parallel to the North and South center line of the NW. ¼ 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;

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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 133.43 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 227.03 feet West of the East line of the West 9 feet of Lot 29 in said Block 50 thence East 227.03 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 133.35 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° 09′ 21″ with the West line of the East 33 feet of the W. ½ of the SE. ¼ 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 34° 40′ 29″ with the West line of the East 33 feet of said W. ½ of said SE. ¼ a distance of 57.34 feet to a point and lying Northerly and Easterly of the following described line: Beginning at a point in the East line of South Park Avenue 84.32 feet South of the South line of East 91st Place; thence Southeasterly on a curved line convex to the Northeast having a radius of 5,836.75 feet an arc distance of 203.74 feet; thence Southeasterly on a straight line tangent to last described course 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. ½ SE. ¼ Section 3, Township 37 North, Range 14 East of the Third Principal Meridian, as measured along the last described course all in S. E. Gross' Fourth Addition to Dauphin Park being a Subdivision of the N. ½ NE. ¼ SE. ¼ also that part of the NW. ¼ SE. ¼ lying Northeasterly of the Right of Way line of the C. & W. I. RR. all in Section 3, Township 37 North, Range 14 East of the Third Principal Meridian, also

PARCEL No. 81.

That part of Lots 1 to 34 inclusive in Block 3 and Lots 4 to 15, inclusive in Block 4 in the Subdivision made by the Calumet and Chicago Canal

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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. ¼ of said Section 3 and 27.97 feet South of the East and West center line of said SE. ¼; thence at a right angle to last described course 55.75 feet; thence Southeasterly on a straight line making an angle of 63° 33′ 45″ with the extension of last described course as measured to the right a distance of 30.15 feet; thence Southeasterly on a straight line making an angle of 20° 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 40.43 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. ¼; 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 Subdivision of the S. ½ NE. ¼, SE. ¼ 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, 5.29 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 160.10 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 50 feet of said Section 2, 520.18 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 590.58 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 432.28 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 2,956.5 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 595 feet North of the South line of said Section 2; thence West 595 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 510 feet North of the South line of said Section 2; thence westerly 510 feet North of and parallel to the South line of said Section 2, a distance of 428.1 feet to a point of curve; thence Northwesterly on a curved line

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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 358.065 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 202.80 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 162.85 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 1,266.62 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, 50 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. ¼ 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 1,963.3 feet West of the

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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. ¼ 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. ¼ 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. ¼, the East 30 feet of said SE. ¼ 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 335 feet of the South 555 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. ¼ SW. ¼ 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 12 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 102 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. ½ of the W. ½ and parts of the East fractional ½ of Fractional Section 6, North 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

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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. ½ of the W. ½ and parts of the East fractional ½ 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 12, both inclusive in said Lots 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 105, 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 47.56 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 70.9 feet thereof) of Doyle's Addition to South Chicago being a Subdivision of the Southeast fractional ½ Southeast fractional ¼ 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, 1888, 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 60 feet, also:

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PARCEL NO. 92

Beginning at a point in Lot 3 of Doyle's Addition to South Chicago being a Subdivision of the Southeast fractional ¼ of the Southeast fractional ¼ 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 Northwesterly in a straight line 13.10 feet to a point which is 134.91 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 Northwesterly 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 15 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 Southeasterly along the Westerly Right of Way line of the Pittsburgh, Fort Wayne and Chicago Railway 61.09 feet to a point of curve; thence Southeasterly on a curved line convex to the Northeast having a radius of 331.82 feet an arc distance of 41.57 feet; thence Southeasterly 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 Northwesterly 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 169.43 feet to a point of curve; thence Northwesterly on a curved line convex to the Northeast having a radius of 304.32 feet an arc distance of 52.08 feet to a point which is 114.19 feet perpendicularly distant from the North line of East 95th Street; thence Southwesterly 8.95 feet to a point which is 109.18 feet perpendicularly distant from the North line of East 95th Street; thence Northwesterly 22.82 feet to a point 127.75 feet North of the North line of East 95th Street as measured at a right angle thereto; thence Northwesterly 8.08 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 105.47 feet East of the East line of South Baltimore Avenue; thence Southeasterly on a straight line 91.47 feet to a point 170.73 feet East of the East line of South Baltimore Avenue; thence Southeasterly on a curved line convex to the Northeast having a radius of 493.8 feet to a point 276.51 feet East of the East line of South Baltimore Avenue and 265.55 feet South of the center

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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 156.80 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° 34′ 57″ as measured from East to Northeast a distance of 224.8[illegible] 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 Northeasterly along the Easterly line of said Block 138, a distance of 67.78 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 809.09 feet to a point 158.49 feet Southerly of the center line of East 96th Street and 368.68 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 39.04 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. ¼ of Fractional Section 7 Township 37 North, Range 15 East of the

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Third Principal Meridian, South of the Indian Boundary Line, recorded March 11, 1876, in the Office of Recorder of Deeds, Cook County, Illinois, extended Northeasterly; 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. ¼; 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 Northeasterly along a line 50 feet Easterly of and parallel to the Southeasterly line of said Block 17 to a point 130 feet Northeasterly of, as measured along said parallel line, the centerline of East 100th Street, thence Northeasterly to a point 61.31 feet Easterly of the Easterly line of said Block 17, as measured at right angles, and 292.86 feet Northeasterly of the center line of East 100th Street, as measured along said parallel 50 foot line; thence Northeasterly to a point which is 62 feet, as measured at a right angle, Easterly of the Easterly line of said Block 3, 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 Northeasterly 62.3 feet Easterly of and parallel to the Easterly line of said Block 3, a distance of 581.87 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. 95

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 5 in Notre Dame Addition to South Chicago being a Subdivision of the S. ¾ of Fractional Section 7, Township 37 North, Range 15 East of the Third Principal Meridian, South of the Indian Boundary Line recorded December 29, 1876, 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 287.53 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 A 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 8, 1941 as Document No. 12752775 in the Office of Recorder of Deeds, Cook County, Illinois; thence East along the North line of said Lot 9 a distance of 332.38 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 Northeasterly 9.31 feet, more or less, to a point in the North line of said Lot 5 in said Division;

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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 Northwesterly line of said Lot 2; thence Northeasterly following the Northwesterly line of said Lot 2 to the Northwest corner of said Lot 2; thence continuing on the curved Northwesterly 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. 454653 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 1,766.5 feet West of the East line of said Section 7; thence Northeasterly 155.73 feet to a point 1,658.80 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 5 in said Addition said point of intersection being 1,515.48 feet West of the East line of said Section 7; thence West along the center line of said private Railroad Street to a point 285 feet perpendicularly distant from the Easterly line of Block 25 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, 3 and 4 in said Subdivision; thence Northeasterly along a line 285 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 980 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 38 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, 1928; 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 48 in Notre Dame Addition to South Chicago being a Subdivision of the S. ¾ of Fractional Section 7, Township 37 North, Range 15 East of the Third Principal Meridian; Beginning at a point in the Southeast corner of said Block 48; thence West along the South line of said Block 48, 118.90 feet; thence Northeasterly on a straight line making an angle of 36 degrees 24 minutes 40 seconds with last described

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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, 88.75 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 Northwesterly of and adjacent to the Northwesterly 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 129.52 feet to a point of tangent; thence Southwesterly in a straight line tangent to last described course 122.40 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 Northwesterly Right of Way line of the Chicago, Rock Island and Pacific Railroad; thence Northeasterly in a straight line along said Northwesterly Right of Way line 88.48 feet to a point of curve; thence Northeasterly in a curved line along said Northwesterly 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 53 of Notre Dame Addition to South Chicago being a Subdivision of the S. ¾ Fractional Section 7 Township 37 North, Range 15 East of the Third Principal Meridian, South of the Indian Boundary Line recorded March 19, 1892 as Document No. 1630223 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 53, 121.86 feet West of the East line of said Block; thence Northwesterly along said Right of Way line 310.6 feet more or less to the Southeasterly Right of Way line of the Belt Railway which is also an extension of the Northwesterly Right of Way line of the Calumet and Western Railway Company across said Block 53; thence Northeasterly along said Southeasterly Right of Way line 27 feet; thence Southeasterly 25 feet Northeasterly of and parallel to said Northeasterly Right of Way line of Chicago, Rock Island and Pacific Railroad 339.82 feet more or less to the South line of said Block 53, 90.05 feet West of the East line of said Block 53; thence West along the South line of said Block 53, 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 53 and 58.48 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

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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, 31.47 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 Westerly 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 Westerly 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 308.21 feet to a point on the Westerly 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. ¾ of Fractional Section 7, Township 37 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.

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Also a 25 foot strip of land in Block 50 Notre Dame Addition to South Chicago in the S. ¾ 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 310 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. ¾ 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, 23.35 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 16 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 128.23 feet; thence Southwesterly on a straight line 941.27 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 515.63 feet to a point of curve; thence Southeasterly on a curved line convex to the Northeast having a radius of 1,368.2 feet an arc distance of 295.84 feet to the East and West center line of the SW. ¼ 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 64.54 feet; thence Northwesterly on a curved line convex to the Northeast having a radius of 1,432.70 feet an arc distance of 310.59 feet; thence Northwesterly on a straight line tangent to last described course 430.03 feet to a point of curve; thence Northwesterly on a curved line convex to the Southwest, 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 1,652.75 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 374.38 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

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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 18, in Block 7 in Charles H. Nix's Addition to South Chicago being a Subdivision of the Southeast Fractional SE. ¼ 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 16 feet wide over and across Lots 13 to 22 inclusive in Block 100 in South Chicago, a Subdivision by the Calumet and Chicago Canal and Dock Company of the E. ½ of the W. ½ and parts of the E. fractional ½ 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 332.0 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 16 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 122 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:

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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 268 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 106th Street.

(Except that part lying in East 100th Street, that part lying in East 104th Street and that part lying in East 105th 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 Northerly 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 367.98 feet, being 19 feet Northwesterly from and parallel to the center line of track of the Chicago and Western 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, Township 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 Southerly 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 Baltimore and Ohio Railroad 205 feet more or less North of the center line of East 95th Street; thence Westerly on a curved line convex of the Northeast 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 Northwesterly 16 feet of Lot 1 in Block 63 lying Westerly of the East line of the Strand projected Southerly and the Northwesterly 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 63 lying Northwesterly of the following described line: Beginning at a point on the North line of said Lot 8, 16 feet East of the Northwesterly line of said Lot 8, as measured at a right angle to said Northwesterly Lot line; thence Southwesterly on a straight line 16 feet Easterly of and parallel to the Northwesterly line of said Lot 8 a distance of 230 feet; thence continuing Southwesterly on a curved line convex to the Southeast having a radius of 579.7 feet to a point on the Northwesterly 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 document 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 Harbor 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. ½ of the W. ½ and parts of the East fractional ½ 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 Boundary 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 Northeasterly of the Northeasterly 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 Northeasterly Right of Way line;

(Except the Southwesterly 59 feet thereof as measured at a right angle to said original Northeasterly 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 13, Township 37 North, Range 14 East of the Third Principal Meridian, North of the Indian Boundary Line,

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lying Southwesterly of a line 1,200 feet East of and parallel to the Northeasterly 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 Northeasterly 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 Northeasterly 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 Northeasterly 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 Northeasterly line of original 66 feet Right of Way of the Chicago and Western Indiana Railroad Company; thence Southeasterly on a line 53 feet East of and parallel to said original Northeasterly 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, 370.59 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 109th Street extended West and the West line of Bensley Avenue extended South; thence North along the West line of Bensley Avenue extended South 80 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 105th 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. ¼ of Section 9, Township 38 North, Range 13 East of the Third Principal Meridian, lying South

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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. ¼ 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. ½ SW. ¼ of Section 9, Township 38 North, Range 13 East of the Third Principal Meridian, recorded January 2, 1914 as Document No. 5331707 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. ½ SW. ¼ of Section 9, Township 38 North, Range 13 East of the Third Principal Meridian, recorded January 2, 1914 as Document No. 5331707 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. ½ W. ½ 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. ½ SW. ¼ 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 353.56 feet to the point of beginning, also:

That part of South Lindner 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

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30, 79.50 feet North of the Southwest corner of said Block 30 and a point on the East line of Block 29, 79.79 feet North of the Southeast corner of said Block 29, also:

PARCEL No. 112

An irregular parcel of land in the SE. ¼ 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 33 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 625.97 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 21.15 feet West of the Southwest corner of Lot 18 in Monblatt's 55th 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 ¼ of Section 8, Township 38 North, Range 13 East of the Third Principal Meridian, recorded October 14, 1916 as Document No. 5963636 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 65, 66 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. 5948781 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 33.37 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 38.35 feet to a point in the South line of West 55th Street 560.12 feet

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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 1,557.15 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 ½ of South Narragansett Avenue), also:

PARCEL No. 115

Being that part of Blocks 1 and 2 in Hall's Addition to Chicago in E. ½ SE. ¼ 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. ¼ of said Section 18, 482.75 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 63rd Street Industrial District in the W. ½ SE. ¼ of Section 18,

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Township 38 North, Range 13 East of the Third Principal Meridian, recorded May 19, 1916 as Document No. 58772331 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. ½ SE. ¼ 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. 58772331 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 2,320.58 feet, more or less, to a point in the North and South center line of the SW. ¼ 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. ¼ 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 1,312.9 feet an arc distance of 576.44 feet to a point 666.88 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, 667.25 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. ¼ 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 52 and 53 in Fredrick H. Bartlett's Chicago Highlands in the W. ½ SW. ¼ of Section 18, Township 38 North, Range 13 East of the Third Principal Meridian, 1,527.75 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

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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. ¼ 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. ¼ 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 207.40 feet East of the West line of Section 19, Township 38 North, Range 13 East of the Third Principal Meridian and 33 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, 215.96 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 530 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 1,097.52 feet more or less to a point which is 158 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 158 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. ¼ of said Section 24; thence Northeasterly on a curved line convex to the Northwest having a radius of 1,456.96 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 Northwesterly 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 771.66 feet to a point; thence Southeasterly along a line at right angles to last described course 80 feet to a point; thence Northeasterly 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 Northeasterly on a line 30 feet from and parallel to first described Southwesterly line 43.35 feet; thence Northeasterly on a straight line 614.53 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 Northwesterly 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 906.66 feet to the point of beginning; thence Southeasterly along a line at right angles to last described course 90 feet to a point; thence Southwesterly 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 extended Southwesterly; thence Southwesterly 40 feet from and parallel to said first described Southwesterly line extended Southwesterly 21.65 feet; thence Southwesterly, in a straight line 633.85 feet to a point; thence Northwesterly along a line perpendicular to the center line of Harlem Avenue (diverted) to a point on the Northwesterly Right of Way line of The Belt Railway Company of Chicago; thence Northeasterly along said Right of Way line 709.80 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. ¼ of Section 24, Township 38 North, Range 12 East of the Third Principal Meridian, 158 feet North of the South line of said NE. ¼; thence North along said North and South center line 300 feet; thence East at right angles to last described course 57.46 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. ¼; 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

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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. ¼ of said Section 24; thence East along the East and West center line of said SE. ¼ 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. ¼ 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 1,713.13 feet, more or less, to a point which is 1,024.56 feet North of the East and West center line of said SE. ¼ as measured at right angles thereto from a point which is 1,264.47 feet West of Southeast corner of N. ½ of said SE. ¼; thence South 65 degrees 39 minutes 20 seconds East 211.80 feet to the Easterly line of South Harlem Avenue (diverted); thence Northwesterly 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 189.20 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. ¼ of said Section 24; thence North along said North and South center line 8.3 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 Northwesterly 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 785.6 feet, more or less, to a point of tangent; thence Northwesterly on a tangent to last described course 228.5 feet to a point of curve; thence Northwesterly 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. 10954846, in the Office of Recorder of Deeds, Cook County, Illinois), also:

PARCEL No. 123

Beginning at the Southeast corner of the NE. ¼ SE. ¼ 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. ¼, 278.69 feet to the Easterly Right of Way line of South Harlem Avenue (diverted); thence Northwesterly with said Easterly Right of Way line being a curved

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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 35 minutes West 252.10 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 1,169.65 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. ½ of Section 19, Township 38 North, Range 13 East of the Third Principal Meridian, and the West 1,100 feet of the South 71.2 feet of the N. ½ of Section 19, Township 38 North, Range 13 East of the Third Principal Meridian;

(Except land conveyed by document dated July 22, 1931 and recorded as Document No. 10954846 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 13 East of the Third Principal Meridian; thence North along the West line of said Section 19, 762.88 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, 880.60 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. 12570589 in the Office of Recorder of Deeds, Cook County, Illinois, and land conveyed by document dated December 30, 1952 and recorded as Document No. 15516100 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 13 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 983.84 feet North of the South line of said Section 19; thence East along a line 983.84 feet North of and parallel to the South line of said Section 19, 387 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 1,225.53 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, 436.84 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

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along a line 33 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. 15512626 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. ¼ of Section 19, Township 38 North, Range 13 East of the Third Principal Meridian; also the South 33 feet of the East 738.7 feet of the West 788.7 feet of the SW. ¼ of Section 19, Township 38 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. ¼ of Section 19, Township 38 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. ¼ of said Section 1,195.02 feet; thence Northwesterly 536.77 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. ½ of Section 20, Township 38 North, Range 13 East of the Third Principal Meridian;

(Except land conveyed January 20, 1927 and recorded as Document No. 9700363 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. ¼ SE. ¼ said Section 20 as measured along said East and West center line; thence Southeasterly 94 feet to a point 734.22 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 23 feet; thence Northwesterly at a right angle 50 feet; thence Northeasterly at a right angle 10 feet; thence Southeasterly at a right angle 50 feet; thence Northeasterly at a right angle 9 feet to the point of beginning), also:

PARCEL No. 126

The S. ½ of Section 21, Township 38 North, Range 13 East of the Third Principal Meridian;

(Except: Beginning at the Northwest corner of the SE. ¼ of said Section 21; thence South along the West line of said SE. ¼, 140 feet;

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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. ¼ and 655.09 feet East of the West line of said SE. ¼ 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 261.54 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. ¼ and 833.27 feet East of said West line of said SE. ¼ measured at right angles thereto; thence East along a line 481.70 feet South of and parallel to said North line of said SE. ¼, 1,706.78 feet to a point 100 feet West of the East line of said SE. ¼; thence North 100 feet West of and parallel to the East line of said SE. ¼ to the North line of said SE. ¼; thence West along the North line of said SE. ¼ 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. ¼ 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. 15518626 in the Office of Recorder of Deeds, Cook County, Illinois, along East 71st Street, Cicero Avenue: Beginning at the Southeast corner of SE. ¼ 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 33 feet East of and parallel to said Easterly right of way line 1,571.83 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 469.94 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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MAYER • BROWN

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skriesberg@mayerbrown.com

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED

September 11, 2009

Mr. Timothy E. Coffey
General Counsel, Secretary, and Director Human Resources
The Belt Railway Company of Chicago
6900 South Central Avenue
Bedford Park, IL 60638

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

Simeon M. Kriesberg

cc: Facility Manager, Argo Plant
Corn Products International, Inc.
6400 S. Archer Road
Bedford Park, IL 60501-1935

Mayer Brown LLP operates in combination with our associated English limited liability partnership and Hong Kong partnership (and its associated entities in Asia).

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Timothy E. Coffey
Gen. Counsel, Sec. & Dir.
Human Resources; THE
BELT RAILWAY Co. of Chicago
6900 South Central Ave
BEDFORD PARK, IL 60638

COMPLETE THIS SECTION ON DELIVERY

A. Signature: X ☐ Agent ☐ Addressee

B. Received by (Printed Name): C. Date of Delivery: 9/13/09

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
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City, State, ZIP+4: Bedford Park, IL 60638

PS Form 3800, August 2006 See Reverse for Instructions

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- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Facility Mgr. Argo Plant
Corn Products Intl. Inc.
6400 S. Archer Rd
Bedford Park, IL 60501-1935

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A. Signature: X ☐ Agent ☐ Addressee

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Sent To: Facility Mgr. Argo Plant
Street, Apt. No.; or PO Box No.: 6400 S. Archer Rd
City, State, ZIP+4: Bedford Park, IL 60501-1935

PS Form 3800, August 2006 See Reverse for Instructions

EXHIBIT 7

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

Carlas Viking Partners

v.

The Belt Railway Company

No. 13CH28409

Case Management ORDER

This matter coming before the Court for status, on Ingredion 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. Ingredion's motion to intervene is granted for reasons stated on the record
2. All fact discovery shall be completed by July 29, 2016
3. The parties shall answer all Rule 213(f)(1) interrogatories by May 31, 2016
4. Belt to produce emails, on ~~an~~ a rolling basis, by March 14, 2016
5. The case is continued for status on August 15, 2016, at 9:30 a.m in Courtroom 2508
6. The status set March 8, 2016 is stricken.

Atty. No.: 40886

Name: Rooks, Pitts/Bryan Cave LLP

Atty. for: Ingredion

Address: 110 N. Clark St., Ste 4300

City/State/Zip: Chicago, IL 60601

Telephone: (312) 602-5000

ENTERED: ENTERED JUDGE MARY LANE MIKVA - 1890 FEB 23 2016 DOROTHY BROWN CLERK OF THE CIRCUIT COURT OF COOK COUNTY, IL DEPUTY CLERK

Dated:

Mary L Mikva 1890

Judge Judge's No.

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

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EXHIBIT 8

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

COULAS VIKING PARTNERS, L.P., a Delaware limited partnership, Plaintiff, v. THE BELT RAILWAY COMPANY OF CHICAGO, an Illinois corporation, and INGREDION INCORPORATED f/k/a Corn Products Manufacturing Company, a Delaware corporation, Defendants.	Case No. Honorable

DEFENDANT INGREDION INCORPORATED'S NOTICE OF REMOVAL

Defendant Ingredion Incorporated f/k/a Corn Products Manufacturing Company ("Ingredion"), by and through its counsel and pursuant to 28 U.S.C. §§ 1331, 1367, 1441, and 1446, hereby removes this action from the Circuit Court of Cook County, Illinois, County Department, Chancery Division, to the United States District Court for the Northern District of Illinois, Eastern Division. In support thereof, Ingredion states as follows:

State Court Action

1. On December 27, 2013, Plaintiff Coulas Viking Partners, L.P. ("Viking") filed suit against Defendant Belt Railway Company of Chicago ("Belt") under Cause No. 13 CH 28409, in the Circuit Court of Cook County, Illinois, County Department, Chancery Division, *Coulas Viking Partners, L.P. v. The Belt Railway Company of Chicago* (the "State Court Action"). Viking amended its complaint several times, and filed its Second Amended Complaint on January 12, 2015. A copy of the Second Amended Complaint (the "Complaint") filed in the

State Court Action is attached hereto as **Exhibit A**. Viking filed a jury demand and alleged causes of action for: (i) declaratory judgment; (ii) trespass; and, (iii) ejectment. *Id.* A copy "of all process, pleadings, and orders served upon" Ingredion in the State Court Action, as well as a copy of all operative pleadings is attached hereto as **Exhibit B(1)-(8)**.

2. Viking alleges that Belt does not have permission to use Viking's property for the operation of a spur line railway (the "Spur Line") that crosses over Viking's property, that a 1909 easement agreement (the "1909 Easement Agreement") that allowed Belt to do so terminated in 1912 as a result of Belt's predecessors' failure to obtain consent from Viking's predecessors to assign the easement agreement, and that Belt's continued use of the Spur Line constitutes a trespass on Viking's property. (Compl., ¶¶ 6-9, 13, 16-24, 26-33.) Viking seeks an order declaring that Belt has no legal right to use the Spur Line, enjoining Belt from using the Spur Line, and requiring removal of the Spur Line from the property altogether. (Compl., Prayer for Relief at pp. 10-12.)

3. Ingredion is a global ingredient solutions provider to the food, beverage, brewing and pharmaceutical industries as well as numerous industrial sectors. It uses corn, tapioca, potatoes and other raw materials to manufacture a myriad of ingredients.

4. Ingredion owns and operates a large manufacturing facility in Bedford Park, Illinois (referred to as the Argo, Illinois facility) on property adjacent to the land owned by Viking that is the subject of this litigation. (*See, e.g.*, Compl., ¶ 7.) The Spur Line that crosses Viking's property—which Viking seeks to prevent Belt from using—has been used for many decades and is being used to transport corn on rail cars to Ingredion's facility. (*See, e.g.*, Compl., ¶¶ 8-9.) Approximately 50% of the corn coming into Ingredion's Argo, Illinois facility is moved

by Belt over the Spur Line. The Spur Line is crucial to the movement of corn products to Ingredion's facility. (*Id.*)

5. Ingredion was the original grantee of the easement across Viking's Property in the 1909 Easement Agreement, which granted Ingredion an easement in perpetuity for the construction, maintenance and operation of the Spur Line. (Compl., ¶ 17.) On the same day it entered into the 1909 Easement Agreement, Ingredion (then Corn Products Manufacturing Company), assigned the easement to Chicago Peoria Western Railway Company. (Compl., ¶ 21.) Since it was originally granted, the easement has been used to deliver corn to Ingredion's Argo, Illinois facility.

6. In addition, on or about August 3, 2006, Ingredion entered into a Track License Agreement with Belt for the staging of certain rail cars in Ingredion's possession, custody, or control on the Spur Line until such time that those rail cars and the corn in them could be moved into Ingredion's facility, and where the empty rail cars could be parked until removed by Belt.

7. On December 15, 2015, Ingredion filed its Motion to Intervene in the State Court Action. A copy of Ingredion's Motion to Intervene is attached hereto as **Exhibit C**. The court granted Ingredion's Motion to Intervene on February 23, 2016. A copy of the Feb. 23, 2016 Order granting Ingredion's Motion to Intervene is attached hereto as **Exhibit D**.

Timeliness of Notice of Removal

8. An intervenor may petition for removal as long as the intervenor does so within thirty (30) days of its motion to intervene being granted. *See Baker v. Nat'l Blvd Bank of Chicago*, 399 F. Supp. 1021, 1023 (N.D. Ill. 1975). Thus, in accordance with 28 U.S.C. § 1446(b)(3), this Notice of Removal is being filed within thirty (30) days of receipt by Ingredion

of a copy of the order granting Ingredion's Motion to Intervene, which was entered on February 23, 2016. *See* Ex. D, Feb. 23, 2016 Order.

9. Belt consents to the removal of the State Court Action.

Federal Question Jurisdiction

10. The doctrine of complete preemption "creates an exception to the rule that courts look only to the plaintiff's well-pleaded complaint to determine whether federal jurisdiction exists. If the complaint pleads a state-law claim that is completely preempted by federal law, the claim is removable to federal court." *In re Repository Techs., Inc.*, 601 F.3d 710, 722–23 (7th Cir. 2010). Thus, "under this jurisdictional doctrine, certain federal statutes have such extraordinary pre-emptive power that they convert an ordinary state common law complaint into one stating a federal claim." *Id.* at 722 (citation omitted).

11. The Interstate Commerce Commission Termination Act of 1995 ("ICCTA"), 49 U.S.C. § 10101, *et seq.*, gave the Surface Transportation Board ("STB") exclusive jurisdiction over:

> (1) transportation by rail carriers and the remedies provided with respect to rates, classifications, rules (including car service, interchange, and other operating rules), practices, **routes, services, and facilities** of such carriers; and
>
> (2) the construction, acquisition, **operation, abandonment, or discontinuance of spur**, industrial, team, switching, or side tracks, or facilities, even if the tracks are located, or intended to be located, entirely in one state.

49 U.S.C. § 10501(b) (emphasis added).

12. Congress has defined the term "transportation" under the ICCTA to include, among other things, railroad property, facilities, and equipment of any kind "related to the movement of passengers or property, or both, by rail, regardless of ownership or an agreement

concerning use; services related to that movement, including receipt, delivery . . . storage, handling, and interchange of passengers and property." 49 U.S.C. § 10102(9).

13. There are two manners in which the ICCTA can preempt state action: "(1) categorical, or *per se*, preemption, and (2) 'as applied' preemption." *Union Pac. R.R. Co. v. Chicago Transit Auth.*, 647 F.3d 675, 679 (7th Cir. 2011) (citing *CSX Transp., Inc. – Petition for Declaratory Order*, STB Fin. No. 34662, 2005 WL 1024490, at *2 (May 3, 2005)). State and local actions are categorically preempted when, regardless of the context or rationale for the action, they involve: (1) "permitting or preclearance that, by its nature, could be used to deny a railroad the ability to conduct some part of its operations or to proceed with activities that the Board has authorized;" or (2) the "regulation of matters directly regulated by the Board – such as the construction, operation, and abandonment of rail lines (*see* 49 U.S.C. §§ 10901–10907)." *CSX Transp., Inc.*, 2005 WL 1024490, at *2.

14. Courts have held that because a state may regulate through an award of damages as effectively as it may regulate "as through some form of preventative relief," a state common law cause of action may qualify as "regulation" for purposes of the ICCTA preemption. *See, e.g.*, *Friberg v. Kan. City S. Ry. Co.*, 267 F.3d 439, 444 (5th Cir. 2001) (state claims of negligence and negligence per se concerning a railroad's alleged road blockages of road leading to plaintiff's business preempted); *Guckenberg v. Wis. Cent. Ltd.*, 178 F. Supp. 2d 954, 958 (E.D. Wis. 2001) (state law nuisance claim pertaining to railway traffic preempted); *Rushing v. Kan. City S. Ry. Co.*, 194 F. Supp. 2d 493, 500-01 (S.D. Miss. 2001) (state law nuisance and negligence claims that would interfere with operation of railroad switchyard preempted).

15. Viking alleges that the Spur Line is used to connect Ingredion's plant to the main line, *see* Compl., ¶ 10, and that Belt uses the Spur Line "on an almost daily basis," *see* Compl., ¶

13, to "park[] railroad cars . . . until they are needed." (*See* Compl., ¶ 10.) As part of the relief it seeks, Viking requests that the Court enjoin Belt from using the property upon which the Spur Line sits, require the removal of the Spur Line from the property, declare that Belt is not entitled to use the property upon which the Spur Line sits, and award it punitive damages. This amounts to a request that the Court order Belt to abandon the Spur Line, and is therefore categorically preempted by the ICCTA because the abandonment and operation of rail lines are "matters directly regulated by the Board." *See CSX Transp., Inc.*, 2005 WL 1024490, at *2; *Emerson v. Kan. City S. Ry. Co.*, 503 F.3d 1126, 1130 (10th Cir. 2007); 49 U.S.C. §§ 10901-10907.

16. State action is preempted "as applied" where the action has the effect of "preventing or unreasonably interfering with railroad transportation" or "otherwise unreasonably burdening interstate commerce." *Chicago Transit Auth.*, 647 F.3d at 679; *CSX Transp., Inc.*, 2005 WL 1024490, at **3-4. Viking's claims are preempted as applied because the relief sought by Viking would unreasonably interfere with and burden interstate commerce and/or railroad transportation provided by Belt to Ingredion using the Spur Line. Specifically, approximately 50% of the corn products purchased by Ingredion for its Argo, Illinois facility comes from Wisconsin and is transported to Ingredion's manufacturing facility over the Spur Line. (Motion to Intervene, ¶ 4; Ex. A to Motion, ¶¶ 12-13.) Ingredion has no reasonable and equivalent alternative other than the Spur Line to transport these products to its facility. (*Id.*) An order that the Spur Line can no longer be used would significantly and unreasonably burden Ingredion's ability to transport its products from Wisconsin to Illinois by forcing Ingredion to seek alternative means of transportation at far increased cost and considerable inconvenience. (Motion to Intervene, ¶ 14; Ex. A to Motion, ¶¶ 13-17.)

17. Under the doctrine of complete preemption, whether categorical or as applied, the preemptive force of the ICCTA is so complete that it transforms Viking's Complaint, although styled as containing ordinary common-law claims, into one stating a federal claim. *See Cedarapids, Inc. v. Chicago, Centr. & Pac. Ry. Co.*, 265 F. Supp. 2d 1005, 1013-1015 (N.D. Iowa 2003) (finding that state common law claims that would effectively require the abandonment of intrastate spur track preempted by ICCTA). Because Viking's Complaint seeks to make Belt completely discontinue rail service, abandon, and remove the Spur Line, and also would otherwise unreasonably burden interstate commerce, it should be "considered from its inception to raise a federal law and therefore arises under federal law" for removal purposes. *See id.*; *CSX Transp., Inc.*, 2005 WL 1024490, at *4. Accordingly, the State Court Action is removable to federal court pursuant to 28 U.S.C. § 1441 as an action arising under federal law.

Venue is Proper in This Court

18. The United States District Court for the Northern District, Eastern Division, is the District Court of the United States and the division thereof within which the State Court Action is currently pending.

Filing of Removal Papers

19. Pursuant to 28 U.S.C. § 1446(d), simultaneously with removing this action, Ingredion is providing written notice of removal to Viking's counsel, and filing a Notice of Removal with the Clerk of the Circuit Court of Cook County, Illinois. A copy of Ingredion's Notice of Removal being filed in the State Court Action is attached hereto as **Exhibit E**.

Relief Requested

20. Ingredion requests that the United States District Court for the Northern District of Illinois, Eastern Division, assume jurisdiction over the above-captioned action and issue such

further orders and processes as may be necessary to bring before it all parties necessary for the trial of this action.

WHEREFORE, Defendant Ingredion Incorporated hereby gives notice that the above-referenced action now pending against it in the Circuit Court of Cook County, Illinois has been removed to this Court.

Dated: March 24, 2016

Respectfully submitted,

BRYAN CAVE LLP

By: /s/ Rodney Perry

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Donald A. Cole (#6299318)
161 North Clark Street, Suite 4300
Chicago, IL 60601-3315
Telephone: (312) 602-5000
Facsimile: (312) 602-5050
Attorneys for Ingredion Incorporated

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing Notice of Removal was served on March 24, 2016, via U.S. Mail, 1st Class, on or before the hour of 5:00 p.m. on the following:

John M. Touhy
Katharine E. Heitman
BAKER & HOSTETLER LLP
191 North Wacker Drive, Suite 3100
Chicago, Illinois 60606
Counsel for Coulas Viking Partners, L.P.

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111 South Wacker Drive,
Chicago, Illinois 60606
Counsel for The Belt Railway Company of Chicago

/s/ Rodney Perry
Rodney Perry

EXHIBIT 9

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

COULAS VIKING PARTNERS, L.P., a Delaware limited partnership, Plaintiff, v. THE BELT RAILWAY COMPANY OF CHICAGO, an Illinois corporation, and INGREDION INCORPORATED f/k/a CORN PRODUCTS MANUFACTURING COMPANY, a Delaware corporation, Defendants.	Case No. Honorable

DEFENDANT INGREDION INCORPORATED'S MEMORANDUM IN SUPPORT OF ITS MOTION TO DISMISS OR, IN THE ALTERNATIVE, STAY THE ACTION

Rodney Perry (#6275686)
Donald A. Cole (#6299318)
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Counsel for Ingredion Incorporated

336055

Plaintiff's Complaint seeks to require Belt to abandon and remove a spur track that is used to service Ingredion's manufacturing facility in Bedford Park, Illinois. The Surface Transportation Board ("STB") has exclusive jurisdiction over the abandonment of spur tracks under the Interstate Commerce Commission Termination Act of 1995 ("ICCTA"). Accordingly, Ingredion moves to dismiss Plaintiff's complaint with prejudice or, in the alternative, to stay this action and refer the matter to the STB where a related proceeding is underway.[1]

INTRODUCTION

For more than a century, Ingredion has continuously used a common rail carrier, Belt (and its predecessors), to ship goods to and from Ingredion's largest manufacturing facility using a spur track that crosses over Plaintiff's property adjacent to Ingredion (the "Spur Line"). Notwithstanding the undisputed fact that Ingredion has used the Spur Line for its rail transportation needs for over 100 years, Plaintiff now seeks, more than thirty (30) years after acquiring the underlying land (the "Viking Property"), to prohibit Belt from further using the Spur Line by alleging that Belt's easement rights are now non-existent. This would force the abandonment of the Spur Line, force the discontinuance of rail service to Ingredion, and allow Plaintiff to gain exclusive possession and control over the Spur Line.

Plaintiff's state law claims should be dismissed with prejudice for three reasons: (i) as a matter of well-settled federal law, Section 10501(b) of the ICCTA expressly preempts state law claims like the Plaintiff's that, on their face, seek to completely halt and prevent rail transportation and impinge the rights of shippers such as Ingredion; (ii) Belt has an easement to operate the Spur Line; and (iii) Plaintiff has acquiesced to Belt and Ingredion's use of the easement in asserting its purported rights in the real estate underneath the Spur Line by waiting more than thirty (30) years to challenge the use, and it is therefore equitably estopped from asserting any related claims.

[1] On March 24, 2016, Ingredion filed a Petition for Declaratory Order with the STB, asking it to declare that the ICCTA preempts Plaintiff's claims.

RELEVANT FACTUAL BACKGROUND

In November 1909, Chicago Title and Trust Company ("Chicago Trust"), the original owner and title holder of the Viking Property, granted Ingredion, then known as Corn Products Manufacturing Company, an easement in perpetuity over the Viking Property for the construction, maintenance, and operation of the subject Spur Line (the "1909 Easement Agreement"). (Second Am. Compl. ("Compl."), ¶¶ 7, 16-17; Ex. B to Compl., pp. 1-2.) Since that time, Ingredion has continually benefitted from (and relied on) Belt's operations on the Spur Line, which are the primary means by which Ingredion receives inbound corn at its manufacturing facility from Wisconsin. (*See* Compl., ¶¶ 7-8.)

Chicago Trust subsequently granted Belt an easement over the Spur Line pursuant to an unrecorded easement dated April 30, 1914 (the "1914 Easement Agreement"). (*See* Ex. F to Compl. ("[T]he Belt 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 'H' 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 [Ingredion].").) The 1914 Easement Agreement was subsequently ratified in 1929 when Chicago Trust and Belt modified its terms to account for the extension of Harlem Avenue over and across the Spur Line on the Viking Property. (*See generally* Ex. G to Compl., pp. 1-2; *see also N. Ind. Gun & Outdoor Shows, Inc. v. City of South Bend*, 163 F.3d 449, 454 (7th Cir. 1998) (holding where exhibits contradict the allegations in a complaint to which they are attached, the exhibits "trump the allegations.").

On November 30, 1981, James J. Coulas, Sr. acquired the Viking Property, and subsequently transferred it in whole in two separate transactions to Plaintiff Coulas Viking Partners on January 8, 2008, and December 1, 2009, respectively. (Compl., ¶ 12.) Plaintiff acknowledges, however, that prior to its acquisition of the Viking Property (approximately 32 years before filing this lawsuit), it

was well aware that "a single railroad rack [*i.e.*, the Spur Line] was built on the Viking Property." (Compl., ¶ 8.) Despite Plaintiff's constructive and actual notice of the Spur Line and Plaintiff's knowledge of Belt's use of the Spur Line for transporting Ingredion's goods, *see id.* at ¶ 8 ("[t]he railroad track built upon the Viking Property is used as a [Spur Line] to connect the [Ingredion] manufacturing facility to a nearby large railway yard."), Plaintiff requests that this Court annul and invalidate Belt's easement for the Spur Line. Such a ruling, however, would have the effect of infringing upon Ingredion's lawful right under the Interstate Commerce Act to receive rail service via the Spur Line, which is regulated exclusively by the STB.

Thus, Plaintiff seeks an order declaring that Belt has no legal right to use the Spur Line, enjoining Belt from using the Spur Line (thereby preventing transport of Ingredion's goods by Belt), and requiring removal of the Spur Line from the property altogether. (Compl., Prayers for Relief at pp. 10-12.) This amounts to a request that the Court order Belt to abandon the Spur Line, severely constricting Ingredion's right to have common carrier service, a right that it has reasonably exercised via the Spur Line for more than a century. *Accord Norfolk S. Ry. v. City of Alexandria*, 608 F.3d 150, 158-60 (4th Cir. 2010) (city cannot seek to regulate interstate commerce indirectly by regulating trucks that would use the carrier's transload facility.). The STB would agree:

> Even if we assume this track is private track . . . this does not permit the Town to deprive [the shipper] of its federal right to receive common carrier rail service over the track . . . [o]therwise, states and localities could engage in impermissible regulation of the interstate freight rail network under the guise of local regulations directed at the shippers who would use the network.

Boston and Maine Corp. and Springfield Terminal R.R. Co. - Petition for Declaratory Order, Fin. Docket No. 35749, 2013 WL 3788140, at *4 (STB July 19, 2013). As one court aptly put it, "[a]ll state-born attacks aimed at [rail transportation], no matter the weapon used, are rebuffed by the shield of federal supremacy." *Kiser v. CSX Real Prop., Inc.*, No. 07-cv-1266, 2008 WL 4866024, at *4 (M.D. Fla. Nov. 7, 2008). Because Plaintiff's Complaint seeks to have this Court order Belt to discontinue

rail service, and abandon and remove the Spur Line, thus unreasonably burdening interstate commerce, its claims are preempted by the ICCTA, and Plaintiff's Complaint should therefore be dismissed.

ARGUMENT

I. Legal Standard.

"[U]nder Article VI of the Constitution, federal law is the "supreme Law of the Land," and "it preempts state laws that 'interfere with, or are contrary to, federal law.'" *520 S. Michigan Ave. Assocs., Ltd. v. Shannon*, 549 F.3d 1119, 1124 (7th Cir. 2008) (citing *Boomer v. AT&T Corp.*, 309 F.3d 404, 417 (7th Cir. 2002)). Federal law preempts state law in three circumstances: (1) where a statute has an express preemption provision; (2) where Congress intends federal law to "occupy the field completely;" and (3) "where state law stands as an obstacle to the accomplishment and execution of the full purposes and objectives of Congress." *JCW Invs., Inc. v. Novelty, Inc.*, 482 F.3d 910, 918 (7th Cir. 2007). Plaintiff's claims here are preempted on each of these bases.[2]

II. Plaintiff's Claims Are Expressly Preempted by the ICCTA and Subject to the Surface Transportation Board's Exclusive Jurisdiction.

A. The ICCTA Preempts State Regulation of Rail Transportation

Plaintiff's claims are preempted by the ICCTA because Plaintiff seeks to directly regulate rail operations via state tort law. *See Tubbs v. Surface Transp. Bd.*, No. 14-cv-3898, 2015 WL 9465907, at *5 (8th Cir. Dec. 28, 2015) (affirming STB ruling that state law claims for trespass, nuisance, negligence, inverse condemnation, and statutory trespass preempted by the ICCTA); *14500 Ltd.* v. *CSX Transp., Inc.*, No. 12-cv-1810, 2013 WL 1088409, at *5 (N.D. Ohio Mar. 14, 2013) (state law adverse possession, quiet title, and prescriptive easement claims preempted because they were

2 "Issues of express or field preemption are generally purely legal questions," *Wisc. Cent., Ltd. v. Shannon*, 539 F.3d 751, 759 (7th Cir. 2008), and whether a state law cause of action is preempted by federal law may be properly decided on a motion to dismiss for failure to state a claim. *See, e.g. Lister v. Stark*, 890 F.2d 941 (7th Cir. 1989) (affirming order granting a motion to dismiss for failure to state a claim on grounds of preemption, following removal from state court under complete preemption doctrine).

"attempts to take railroad property"). "[T]he courts have long recognized a need to regulate railroad operations at the federal level." *City of Auburn v. U.S.*, 154 F.3d 1025, 1029 (9th Cir. 1998). The history of railroad regulation since the passage of the Interstate Commerce Act in 1887 has been one of steady reduction of state regulatory authority. By enacting the ICCTA, Congress went even further and federalized many aspects of railway operation that had been previously reserved for the states. *See Cedarapids, Inc. v. Chicago, Cent. & Pac. R.R. Co.*, 265 F. Supp. 2d 1005, 1011 (N.D. Iowa 2003).

Effective January 1, 1996, the ICCTA replaced the Interstate Commerce Commission with the STB, and vested the STB with exclusive jurisdiction over rail transportation, expressly preempting all state law "remedies" with respect to "regulation of rail transportation." *See* 49 U.S.C. § 10501(b); *see also Guckenberg v. Wisc. Cent. Ltd.*, 178 F. Supp. 2d 954, 958 (E.D. Wis. 2001). Specifically, the ICCTA vests the STB with exclusive jurisdiction over:

> (1) transportation by rail carriers, and the remedies provided in this part with respect to rates, classifications, rules (including car service, interchange, and other operating rules), ***practices, routes, services, and facilities*** of such carriers; and
>
> (2) the construction, acquisition, operation, ***abandonment, or discontinuance of spur, industrial, team, switching, or side tracks, or facilities***, even if the tracks are located, or intended to be located, entirely in one state . . . .

49 U.S.C. § 10501(b) (emphasis added). The ICCTA expressly states that "the remedies provided under [the ICCTA] with respect to regulation of rail transportation are ***exclusive and preempt the remedies provided under Federal or State law***." *Id.* (emphasis added).

Unsurprisingly, "Congress's intent in [the ICCTA] to preempt state and local regulation of railroad transportation has been recognized as broad and sweeping." *Union Pac. R.R. v. Chi. Transit Auth.*, 647 F.3d 675, 678 (7th Cir. 2011); *see also City of Auburn*, 154 F.3d at 1030 ("It is difficult to imagine a broader statement of Congress's intent to preempt state regulatory authority over railroad operations."). Moreover, the House Report on the ICCTA makes clear that broad preemption of

state and local regulation is necessary to preserve the free flow of interstate commerce and to prevent the "balkanization and subversion of the federal scheme of minimal regulation." H.R. Rep. No. 104-311, at 95-96 (1995), *reprinted in* 1995 U.S.C.C.A.N. 793, 808.

Every federal circuit - including the Seventh Circuit - has ruled that if a state remedy has "the effect of regulating" rail transportation, it is "expressly preempted by the ICCTA." *Elam v. Kan City S. By*, 635 F.3d 796, 806, 807 (5th Cir. 2011); *see also Chicago Transit Auth.*, 647 F.3d at 682 ("Federal preemption . . . applies to those situations where a regulation prevents or unreasonably interferes with railroad transportation."); *Norfolk S. By. Co. v. City of Alexandria*, 608 F.3d 150, 157-58 (4th Cir. 2010); *Pace v. CSX Transp., Inc.*, 613 F.3d 1066, 1070 (11th Cir. 2010); *Fayus Enters. v. BNSF By. Co.*, 602 F.3d 444, 446 (D.C. Cir. 2010); *Adrian & Blissfield B.B. Co. v. City of Blissfield*, 550 F.3d 533, 539 (6th Cir. 2008); *Port City Props v. Union Pac. B.B. Co.*, 518 F.3d 1186, 1188 (10th Cir. 2008); *N.Y. Susquehanna & W. By. Corp. v. Jackson*, 500 F.3d 238, 252 (3d Cir. 2007); *Green Mountain B.B. Corp. v. Vermont*, 404 F.3d 638, 643 (2d Cir 2005); *City of Lincoln v. STB*, 414 F.3d 858, 860-61 (8th Cir. 2005); *City of Auburn*, 154 F.3d at 1030-31.

As these courts have explained, the ICCTA preempts state tort actions as well as other forms of state regulation. *See, e.g., Pace*, 613 F.3d at 1069-70 (nuisance action); *Elam*, 635 F.3d at 807 (negligence per se action); *see also Kurns v. R.R. Friction Prods. Corp.*, 132 S. Ct. 1261, 1269 (2012) (tort claim for damages is a form of state regulation). Through the ICCTA, Congress's objective is to exempt railroad operations from the patchwork of state regulations that would otherwise burden interstate commerce. *See Cedarapids*, 265 F. Supp. 2d at 1015.

i. The ICCTA Defines "Transportation" Broadly to Include All Services Relating to the Movement of Property by Rail on Spur Lines.

Consistent with the STB's expansive jurisdiction, the ICCTA defines rail "transportation" broadly to include any property, facility, structure, or equipment "related to the movement of passengers or property, or both, by rail, regardless of ownership or an agreement concerning use"

and all "services related to that movement." 49 U.S.C. § 10102(9). This definition clearly encompasses Belt's transportation of Ingredion's goods on the Spur Line, which are plainly "related to the movement of . . . property . . . by rail." *Id.*; *see also Union Pac. R.R. Co. v. Chi. Transit Auth.*, No. 07-cv-229, 2009 WL 448897, at *5 (N.D. Ill. Feb. 23, 2009) (describing the ICCTA's "panoptic definition of transportation").

ii. The Activity that Plaintiff Complains About – the Operation of the Spur Line – and the Remedy it Seeks – the Abandonment of the Spur Line – are Squarely Within the Range of Preempted Claims.

Plaintiff's Complaint implicates two types of railroad activities: (1) the operation of trains entering and leaving the Spur Line, Compl., ¶¶ 12-14, 20; and (2) the abandonment of the Spur Line. (Compl., Prayers for Relief at pp. 10-12.) Courts, however, have repeatedly held that the ICCTA categorically preempts state regulation of these very activities.

In particular, courts have held that the ICCTA expressly preempts state actions relating to the operation of railroad tracks. *See, e.g., Tex. Cent. Bus. Lines v. City of Midlothian*, 669 F.3d 525, 533 (5th Cir. 2012) (holding that the ICCTA grants "exclusive jurisdiction" over the operation of rail tracks to the STB, "***leaving no room for local regulation***") (emphasis added); *Smith v. CSX Transp., Inc.*, 381 Fed. App'x. 885, 886 (11th Cir. 2010) ("Congress's intent is clear that any state law involving where to construct and how to operate a sidetrack is preempted."); *Pace*, 613 F.3d at 1069 ("The language of section 10501(b) plainly conveys Congress's intent to preempt all state law claims pertaining to the operation or construction of a side track."); *Port City Props.*, 518 F.3d at 1188 ("all regulation" of tracks is completely preempted under the ICCTA's "broad jurisdictional grant" to the STB); *City of Auburn*, 154 F.3d at 1028, 1030 ("the plain language . . . of the ICCTA explicitly grant[s] the STB exclusive authority over railway projects like" the side track location). The STB has reached the same conclusion. *See, e.g., Boston and Maine Corp. and Springfield Terminal R.R. Co. - Petition for Declaratory Order*, 2013 WL 3788140, at *3 (the ICCTA "plainly" preempts a local order directing the

railroad to cease track operations for violating zoning laws).

Further, Plaintiff alleges that Belt, a common carrier of Ingredion's goods, "has no right, title or interest" in an easement over the Spur Line, and seeks as part of its prayer for relief that this Court determine that Belt has no "legal right or interest, including an easement, to use the Viking Property on which the Spur Line is built." (Compl., p. 10, Prayer for Relief.) Thus, in effect, Plaintiff pleads that either the Spur Line on the Viking Property, the sole limited purpose for which the easement exists, should be declared abandoned by Belt pursuant to state law or that Belt's operation of the Spur Line is subject to interpretation and determination by this Court. However, the STB has exclusive jurisdiction over the acquisition and abandonment of railroad spur tracks pursuant to 49 U.S.C. § 10501(b)(2). Plaintiff's claims for a declaratory judgment as to the Spur Line, and for trespass and ejectment are therefore preempted by the ICCTA, and this Court should dismiss its Complaint in its entirety. *See Pace*, 613 F.3d at 1068-69 (state law claims related to side track preempted); *Port City Props.*, 518 F.3d at 1188 ("jurisdiction over spur, industrial, team, switching or side tracks, or facilities rests solely with the STB."); *Cedarapids, Inc.*, 265 F. Supp. 2d at 1015.

In *Cedarapids, Inc.*, the court recognized that the STB has exclusive jurisdiction over the abandonment of railroad tracks and held that it did not have the authority to rule on a claim that had the ***effect*** of forcing the abandonment of rail. 265 F. Supp. 2d at 1007. The court held that, because the intention of Congress in the passage of the ICCTA was to completely occupy the field of railroad transportation, "to the extent that Cedarapids' state law claims seek to force CC&P to abandon the track in question, such claims are preempted by the ICCTA." *Id.* at 1014. In dismissing plaintiff's claim for injunctive relief seeking a ruling that defendant no longer had a right to use the spur tracks in question, the court determined that "Cedarapids' success on the state law claims included in Count I of its Complaint necessarily involves a finding that the tracks at issue

have been abandoned by CC&P and that CC&P no longer has any right to use the tracks . . . [T]he determination of whether the railroad tracks were abandoned is within the exclusive jurisdiction of the STB." *Id.* at 1015. In short, like in *Cedarapids, Inc.*, the activities Plaintiff seeks to have this Court regulate – the operation and abandonment of the Spur Line – plainly involve and have a transportation purpose and thus fall squarely within the STB's exclusive jurisdiction under Section 10501(b).

The relief sought by Plaintiff would also act as an impermissible preclearance requirement for Belt to continue operating on the same track as it has done for over 100 years. Effectively, the Plaintiff seeks to condition Belt's rail operations on actions for trespass and ejectment under state law; subjecting BRC's operations to these state law standards is no different from applying an impermissible state law preclearance requirement. Board precedent is clear that preclearance requirements are preempted because they give the state law a veto power over rail transportation. *See, e.g.*, *Boston and Maine Corporation and Springfield Terminal Railroad Company – Petition for Declaratory Order*, STB Docket No. 35749, slip op. at 5 (served July 19, 2013) (preemption bars local government's attempt to apply its zoning laws to rail service provided by Board-licensed carrier).

When the activity at issue falls within the STB's exclusive jurisdiction, the "remedies provided" by the ICCTA are "exclusive and preempt" the remedies provided under state law. *See* 49 U.S.C. § 10501(b). Plaintiff cannot avoid preemption under the ICCTA by casting its claims as seeking declaratory relief, trespass, and ejectment. *See Port City Props.*, 518 F.3d at 1188 ("jurisdiction over spur, industrial, team, switching or side tracks, or facilities rests solely with the STB."). To the contrary, as shown below, the courts have applied these same concepts to preempt landowner state tort claims under the ICCTA.

B. Plaintiff's Claims for Declaratory Relief, Trespass, and Ejectment Constitute Preempted State Law "Regulation" under the ICCTA

Courts have interpreted "regulation" broadly to include any litigation under state law that

"would have the effect of preventing or unreasonably interfering with railroad transportation." *Chi. Transit Auth.*, 647 F.3d at 679; *see also Pace*, 613 F.3d at 1070 ("[T]o permit monetary liability to accrue under a state law nuisance claim where that liability is based on decisions the ICCTA purposefully freed from outside regulation would contradict the language and purpose of [the ICCTA].").

Applying these principles, courts have held that the ICCTA can preempt all manner of state law tort and property claims as impermissible state regulation where they unreasonably interfere with or prevent railroad operations. *See, e.g., Chi. Transit Auth.*, 647 F.3d at 683 (state condemnation action preempted); *Tubbs*, 2015 WL 9465907, at *5 (state law claims for trespass, nuisance, negligence, inverse condemnation, and statutory trespass preempted by the ICCTA); *Pace*, 613 F.3d at 1069 (state law nuisance claim related to side track preempted); *14500 Ltd.*, 2013 WL 1088409, at *5 (state law adverse possession, quiet title, and prescriptive easement claims preempted because they were "attempts to take railroad property"); *B & S Holdings, LLC v. BNSF Ry. Co.*, 889 F. Supp. 2d 1252, 1258 (E.D. Wash. 2012), 889 F. Supp. 2d at 1258 (the "ICCTA completely preempts this state law adverse possession cause of action because not only would it interfere with railroad operations, but [it] would divest the railroad of the very property with which it conducts its operations."); *Louisiana v. Ill. Cent. R.R. Co.*, 928 So. 2d 60, 62 (La. Ct. App. 2005) (state law trespass claims preempted).

Given the ICCTA's broad scope and Congress's clear intent, it is evident that all of the Plaintiff's state law claims are expressly preempted. Put simply, Plaintiff's claims, on their face, seek to do precisely what the ICCTA forbids; that is, to use state law to impede Belt's ability to conduct rail operations using the Spur Line. *See Chicago Transit Auth.*, 647 F.3d at 679 (holding that the ICCTA preempts any state law claim that "would have the effect of preventing . . . rail transportation").

Plaintiff's claims would clearly prevent rail transportation because they seek not merely to interfere with or hinder Ingredion's rights as a shipper but to actually take the Spur Line out of service, remove the tracks, and halt or prevent any rail transportation. (*See* Compl., pp. 11-12) (demanding Belt "surrender possession of the Viking Property upon which the Spur Line is built" and that Belt "remove from the Viking Property all railway ties and equipment" used to conduct rail transportation on the Spur Line). Plaintiff's claims go even further by seeking to acquire the very railroad right-of-way on which Ingredion currently relies for the rail transportation of its goods. *See, e.g.*, *14500 Ltd.*, 2013 WL 1088409, at *4 (holding that the ICCTA completely preempts state law claims that are "attempts to take railroad property"); *B & S Holdings*, 889 F. Supp. 2d at 1258 (the "ICCTA completely preempts this state law adverse possession cause of action because not only would it interfere with railroad operations, but [it] would divest the railroad of the very property with which it conducts its operations.").

Indeed, there is no more obvious way to prevent rail transportation and violate the ICCTA than by physically removing the Spur Line, as Plaintiff hopes to do here. Such efforts represent "the most extreme type of control" of rail transportation imaginable. *See Wis. Cent. Ltd. v. City of Marshfield*, 160 F. Supp. 2d 1009, 1013 (W.D. Wis. 2000). Accordingly, Plaintiff's state law claims for declaratory judgment, ejectment, and trespass all constitute "regulation" subject to the ICCTA's broad preemption, and Plaintiff's Complaint should therefore be dismissed in its entirety.

III. Apart from Being Preempted by the ICCTA, Belt's Easement on the Spur Line is Valid.

Plaintiff's primary objection to the 1914 Easement Agreement is that it was "never recorded with the Cook County Recorder of Deeds." (Compl., ¶ 25.) However, under Illinois law, an easement need not be recorded to be enforceable. *Duresa v. Commonwealth Edison Co.*, 348 Ill. App. 3d 90, 102 (1st Dist. 2004) ("an unrecorded easement . . . is binding against a subsequent purchaser."); *see also Coomer v. Chicago & N.W. Transp. Co.*, 91 Ill. App. 3d 17, 21 (3d Dist. 1980).

And although Plaintiff would have this Court look to extrinsic evidence in an attempt to disavow the 1914 Easement Agreement:

> the rules with respect to easements are well-established. A grant of an easement is to be construed in accordance with the rules applied to deeds and other written instruments . . . The extent of an easement created by express grant depends on the terms of the grant. If it is specific in terms, it is decisive of the limits of the easement. In other words, if the language of a grant is clear and free from doubt, such language is not the subject of interpretation, and no resort to extrinsic facts and circumstances may be made to modify the clear terms of the grant.

Duresa, 348 Ill. App. 3d at 101 (citation omitted).

Where, as here, the language of the 1914 Easement Agreement is unambiguous, this Court need not, and should not, look outside the four corners of the document in deciding what easement rights were created by the 1914 Easement Agreement. *527 S. Clinton, LLC v. Westloop Equities, LLC*, 7 N.E.3d 756, 765 (1st Dist. 2014) ("If the language of the [easement] agreement is facially unambiguous, then the circuit court interprets the contract as a matter of law without the use of extrinsic evidence.").

Moreover, even though the 1914 Easement Agreement was unrecorded, Plaintiff had sufficient constructive notice of its existence such that the Court should enforce it. (*See* Compl., ¶ 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 to connect the Corn Products manufacturing facility to a nearby large railway yard."). At the very least, when Plaintiff purchased the property and saw the track, it should have inquired as to the status of the easement for the railroad. The court in *Duresa*, after examining case law from other jurisdictions involving unrecorded easements, held that "actual, open and obvious possession is constructive notice to all the world of whatever right the occupant has in the land and puts upon inquiry those acquiring any title to or lien upon the land so occupied to ascertain the nature of the rights the occupant has in the premises.").

Here, like in *Duresa* where the plaintiffs were found to have had constructive notice of the electric company's easement "since poles were in existence on their property," Plaintiff in this matter too had constructive notice of the 1914 Easement Agreement, given its own admission that the Spur Line was there prior to its acquisition, and that Belt "has used and continues to use the Spur Line on an almost daily basis." (Compl., ¶¶ 8, 13.) In light of Plaintiff's own allegations concerning the 1914 Easement Agreement, Plaintiff's claim that Belt does not have a valid easement over the Spur Line should be dismissed with prejudice as a matter of law. *See Siegel v. Braver*, No. 10-cv-541, 2010 WL 1883459, at *1 (N.D. Ill. May 11, 2010) ("To be totally blunt, [Plaintiffs] have succeeded in pleading themselves out of court.").

IV. Apart from Being Preempted by the ICCTA, Plaintiff's Claims are Barred By Its Acquiescence to the Spur Line.

The doctrine of acquiescence bars any effort to remove Belt from the Spur Line. Courts have long held that when a landowner stands by, without objecting, until the rights of the public and of third parties have intervened, public policy provides that he cannot recover the possession of the land, nor maintain injunction against such parties. *See, e.g., N. Pac. R.R. Co. v. Smith*, 171 U.S. 260, 275 (1898) ("if a landowner, knowing that a railroad company has entered upon his land, and is engaged in constructing its road, without having complied with a statute requiring either payment by agreement, or proceedings to condemn, remains inactive, and permits it to go on and expend large sums in the work, he is estopped from maintaining either trespass or ejectment for the entry, and will be regarded as having acquiesced therein, and will be restricted to a suit for damages."); *Hellman v. Roe*, 275 Ill. 158, 161 (1916) ("when they have acquiesced in and recognized a line as the true one for a period of 20 years they are bound and concluded by such acts."); *Brandenburg v. Country Club Bldg. Corp.*, 332 Ill. 136, 149 (1928) ("since nearly 17 years of the 25-year period of the restriction had expired at the date of the decree, in view of the neglect of the complainant in permitting the defendant to go on and incur great expense after she had knowledge of the nature of the invasion of

the reserved space by its building, her right, after the building was completed, to a mandatory injunction requiring its removal is barred by her laches."); *Sonken v. Gemmill*, 151 N.E. 355, 358 (Ind. App. 1926) (barring ejectment when "land is seized by a railroad company without right" and landowner "stood by and permitted [the] railroad . . . to operate its line of railroad across and over his land" from 1906 to 1913, or only approximately seven (7) years).

Plaintiff in this instance has delayed in asserting its rights, such as they are, for more than thirty (30) years after it acquired the property, and nearly 100 years after the railroad track was laid and began to be used. (*See* Compl., ¶ 12 ("The Viking Property . . . was acquired . . . on November 30, 1981."). Under these circumstances, this Court can determine, as a matter of law, that Plaintiff (and its predecessors), have acquiesced in the easement, and dismiss Plaintiff's Complaint with prejudice in its entirety

V. In the Alternative, the Court Should Dismiss or Stay this Action and Refer it to the STB Under the Doctrine of Primary Jurisdiction.

Alternatively, the Court should dismiss or stay this action and refer it to the STB for resolution under the primary jurisdiction doctrine. *See Pejepscot Indus. Park, Inc. v. Maine Cent. R.R. Co.*, 215 F.3d 195 (1st Cir. 2000) (holding that district court should stay the ICCTA claims while referring them to the STB). Primary jurisdiction is a judicially created doctrine whereby a court may dismiss or stay an action pending a resolution of some portion of the action by an administrative agency. *See Hansen v. Norfolk & W. Ry. Co.*, 689 F.2d 707, 710 (7th Cir. 1982) ("The doctrine of primary jurisdiction is a reflection of the fact that when a court is confronted with a claim as to which it shares concurrent jurisdiction with an administrative agency, there may be sound reasons for the court to stay its hand until the agency has applied its expertise to the salient questions."). "The primary jurisdiction doctrine comes into play whenever enforcement of the claim requires the resolution of issues which, under a regulatory scheme, have been placed within the special

competence of an administrative body; in such a case the judicial process is suspended pending referral of such issues to the administrative body for its view." *U.S. v. W. Pac. R.R. Co.*, 352 U.S. 59, 64 (1956) (holding matter of tariff rates to be within exclusive primary jurisdiction of the Interstate Commerce Commission). Under the doctrine of primary jurisdiction, the Court has discretion to stay the matter or to dismiss the case without prejudice for filing with the appropriate agency. *Reiter v. Cooper*, 507 U.S. 258, 268 (1993).

Congress has given the STB exclusive authority over the abandonment of rail lines as well as the transportation of goods by rail carriers. 42 U.S.C. § 10102(9); 10501(b)(2). Plaintiff's claims seeking the effective abandonment of the Spur Line fall squarely within the special competence of the STB. On March 24, 2016, Ingredion filed the STB Declaratory Proceeding, seeking a ruling that Viking cannot force the abandonment or removal of the Spur Line (see attached). The STB is the proper forum for resolution of these issues. Under these circumstances, if the Court does not dismiss Plaintiff's claims based on federal preemption, the Court should either stay or dismiss the case under the doctrine of primary jurisdiction, allowing the STB to rule on the STB Declaratory Proceeding, which will also resolve all issues in this matter.

CONCLUSION

For the foregoing reasons and authorities, Defendant Ingredion Incorporated respectfully requests the Court grant its motion to dismiss for failure to state a claim, dismiss Plaintiff's claims with prejudice or, in the alternative, to stay the matter pending resolution in the now-pending STB Declaratory Proceeding, and award Ingredion all other just and appropriate relief.

Date: March __, 2016

INGREDION INCORPORATED

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CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing Memorandum in Support of Ingredion's Motion to Dismiss or, in the alternative, Stay the Action was personally served on March ___, 2016, via U.S. Mail, 1st Class, on or before the hour of 5:00 p.m. on the following:

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