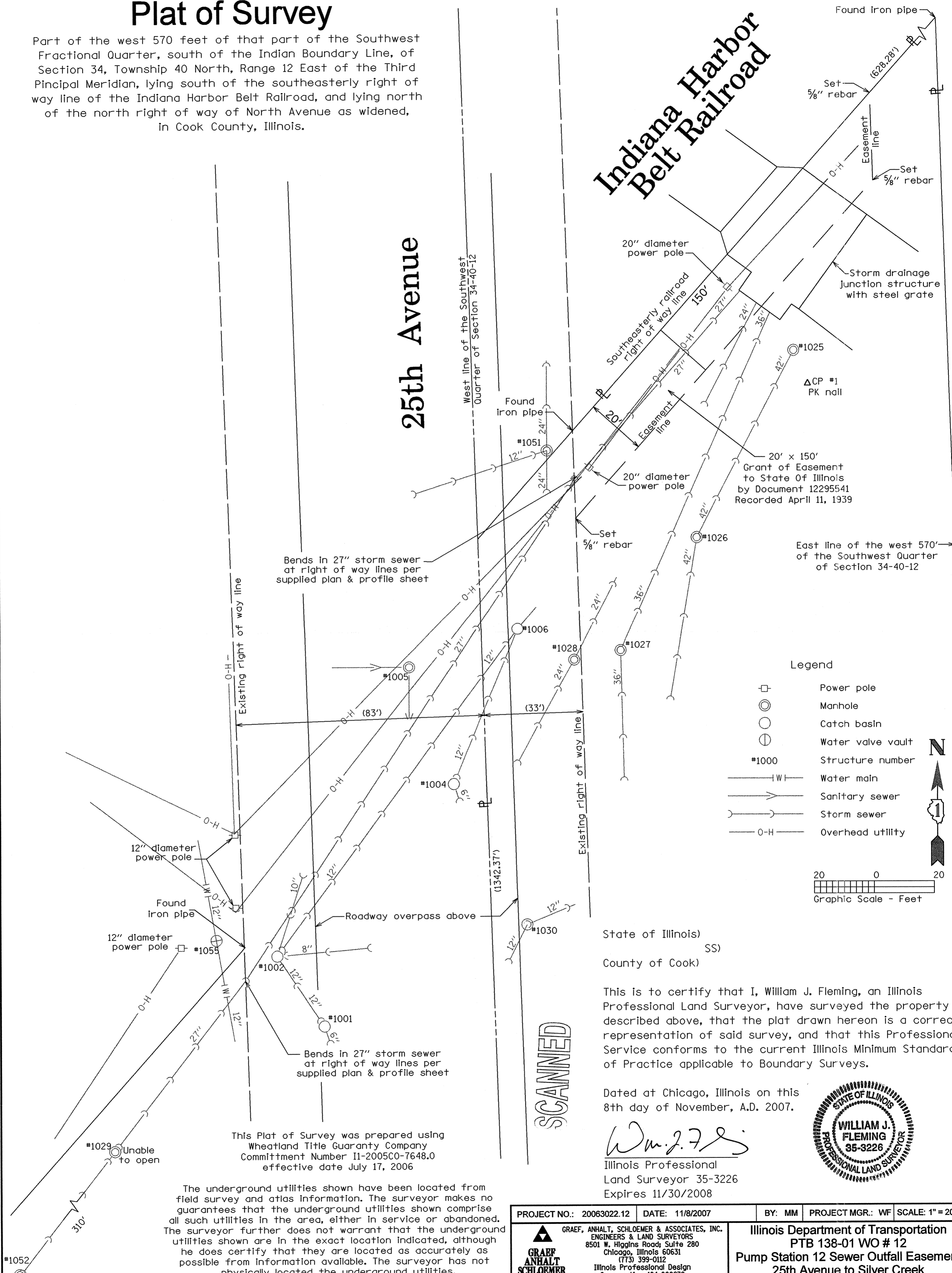


Plat of Survey

Part of the west 570 feet of that part of the Southwest Fractional Quarter, south of the Indian Boundary Line, of Section 34, Township 40 North, Range 12 East of the Third Principal Meridian, lying south of the southeasterly right of way line of the Indiana Harbor Belt Railroad, and lying north of the north right of way of North Avenue as widened, in Cook County, Illinois.

Indiana Harbor Belt Railroad

25th Avenue



Bends in 27" storm sewer at right of way lines per supplied plan & profile sheet

Bends in 27" storm sewer at right of way lines per supplied plan & profile sheet

This Plat of Survey was prepared using Wheatland Title Guaranty Company Commitment Number 11-2005C0-7648.0 effective date July 17, 2006

The underground utilities shown have been located from field survey and atlas information. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated, although he does certify that they are located as accurately as possible from information available. The surveyor has not physically located the underground utilities.

Legend

- Power pole
- Manhole
- Catch basin
- Water valve vault
- #1000 Structure number
- Water main
- Sanitary sewer
- Storm sewer
- Overhead utility

20 0 20
Graphic Scale - Feet

State of Illinois)
SS)
County of Cook)

This is to certify that I, William J. Fleming, an Illinois Professional Land Surveyor, have surveyed the property described above, that the plat drawn hereon is a correct representation of said survey, and that this Professional Service conforms to the current Illinois Minimum Standard of Practice applicable to Boundary Surveys.

Dated at Chicago, Illinois on this 8th day of November, A.D. 2007.

Wm. J. Fleming
Illinois Professional Land Surveyor 35-3226
Expires 11/30/2008



PROJECT NO.: 20063022.12	DATE: 11/8/2007	BY: MM	PROJECT MGR.: WF	SCALE: 1" = 20'
 GRAEF, ANHALT, SCHLOEMER & ASSOCIATES, INC. ENGINEERS & LAND SURVEYORS 8501 W. Higgins Road, Suite 280 Chicago, Illinois 60631 (773) 399-0112 Illinois Professional Design Corporation 184-000938		Illinois Department of Transportation PTB 138-01 WO # 12 Pump Station 12 Sewer Outfall Easement 25th Avenue to Silver Creek		

11/8/2007 9:41:32 AM H:\062006\062006\062006\DOT\LandAcq\WO-12\REF\SE\enb1.dgn



Illinois Department of Transportation

Memorandum

To: Mark Martin
From: Pete Harnet
Subject: Drainage Investigation*
Date: January 5, 2007


*Pump Station No. 12 Sewer Outfall Easement
East of 25th Avenue to Silver Creek
Along the Indiana-Harbor Belt Railroad Right-of-Way

As we discussed in your office on January 4, 2007, attached are documents related to our request for a boundary survey to identify all easements at the subject location. This request is part of our ongoing Drainage Investigation of the subject pump station outfall sewer, a 27-inch RCP.

The noted sewer was televised, and found to be damaged within the 20-foot easement east of 25th Avenue. Field inspection revealed that ComEd poles are located in close proximity to the 27-inch sewer and may be the cause to the sewer damage. In order to verify if the damage was caused by the poles' installation, we are requesting that your office conduct a boundary survey in the subject area so that the poles and other utility structures locations can be established relative to the easement lines.

As seen from the attached material, the Bureau of Programming did a survey of drainage structures and the ComEd poles. Please coordinate your survey with their survey so that both surveys could be plotted together for a more comprehensive document.

Your timely help on this matter will be greatly appreciated. If you have any questions or need additional information, please contact Esther Winograd, Hydraulic Analysis Engineer, at (847) 705-4475.

By: 
Richard F. Wojcik
Hydraulics Section Chief



Illinois Department of Transportation

Division of Highways/District 1
201 West Center Court/Schaumburg, Illinois 60196-1096

BUREAU OF LAND ACQUISITION

Location : Pump Station No. 12 Sewer Outfall Easement
East of 25th Ave. to Silver Creek
Along the Indiana-Harbor Belt Railroad R.O.W.

County : Cook (34-40-12)

January 11, 2007

Mr. Bill Fleming
Graef, Anhalt, Schloemer & Assoc., Inc.

Dear Mr. Fleming:

The Illinois Department of Transportation wishes to retain your services to prepare a survey of the above mentioned location providing the following information:

- Location of 27 inch RCP storm sewer outfall and all other utility structures within the subject location
- Location of next storm structure west of 25th Ave
- Location of all Com Ed utility poles in and around 20' X 150' IDOT easement as well as location and staking of IDOT easement (obtain sufficient boundary information to re-establish easement)
- Location of Com Ed easement (document to follow)

Included in this package are sidwell maps, an aerial photograph, a topographic survey of the location in question, a survey of this location provided by our Bureau of Programming and a copy of the document that grants the State easement rights in this area. As of the date of this correspondence, we have ordered and are waiting for the document furnishing Com Ed with easement rights in this same location. As repair work needs to commence as soon as possible on this damaged storm line, we kindly request your firm to provide us

with your findings within the next 7 days. If this presents a problem or if you have any other questions, feel free to call Jameson Hill at (847) 705-4319.

Very truly yours,

Diane M. O'Keefe, P.E.
Deputy Director of Highways,
Region One Engineer

By:
Mark D. Martin, PLS
Acting Bureau Chief of Land Acquisition

Enclosure



January 11, 2007

Mr. Mark Martin
Illinois Department of Transportation
Division of Highways / District 1
Bureau of Land Acquisition
201 West Center Court
Schaumburg, IL 60196-1096

Via e-mail

Re: Quotation for GPR Services
Void Detection Survey of a Blocked
RCP Storm Drain

Dear Mark:

Radar Solutions International (RSI), a **Certified WBE/DBE** firm based in Waltham, Massachusetts is pleased to submit this proposal to find the precise location of a RCP storm drain that is blocked, and locate any potential voids. The designated area of interest is approximately 40 by 300 feet in size, of which about half is located under a highway bridge and the remainder in a grassy area. From our conversations, RSI will be using EM-61 and GPR, with a 400 MHz antenna, to determine the location and depth of voids. Based on our previous experience with such surveys involving void detection we estimate the project will require one 8 hour field day using a two-person geophysical crew to complete. Our approach and costing is broken down below:

SCOPE OF WORK

RSI proposes to use two methods, EM-61, which is a time-domain induction meter that detects buried metal, and GPR, to precisely locate the RCP storm drain and detect voids in the overlying and adjacent soil. RSI will use a Geonics EM-61 time-domain metal detector to detect the metal within the RCP storm utility. The EM-61 has also been designed to operate within a few feet of the buildings, cars, and beneath electrical lines where other EM and magnetic geophysical methodologies would be unable to operate. EM-61 data will be acquired along lines spaced 2 feet apart for total coverage along lines oriented parallel to the pipe's centerline. This technology inputs an electrical current of finite duration and amplitude and measures the induced electrical field (in millivolts) induced in metal. The larger the amplitude of the induced response, the greater the metal mass. While the EM-61 instrumentation can theoretically operate within 5 feet of parked cars, fences, and buildings, the data will nevertheless be contaminated by above-ground sources. Hopefully, the bridge will be sufficiently high so that it does not impact the data.

RSI will also use ground penetrating radar (GPR) to locate voids beneath the surface. GPR data will be collected using a GSSI state-of-the-art SIR-3000 digital radar system and a 400 MHz antenna. GPR transects will be obtained at 1 foot increments parallel to the pipe's centerline, and at 5 to 20 foot intervals along orthogonal lines. RSI anticipates that GPR signal penetration using the a 400 MHz antenna will be approximately 4 to 5 feet below grade. The high density of GPR lines will enable 3D/time-depth imaging using a state-of-the-art program, GPR Slice[®], developed by Dr. Dean Goodman of the Geoarchaeometry Laboratory (GAL) specifically for high-resolution

51 Riverview Avenue, Waltham, MA 02453
Tel. (781) 891-4492 / Fax (781) 736-0004
www.radar-solutions.com

archaeological surveys. RSI was the first commercial entity to use GPR Slice[®], and we have used it for detecting voids in slurry walls, beneath concrete slabs and asphalt, and within columns with great success. Attached are example deliverables using both methodologies.

DELIVERABLES

RSI will provide a brief letter report, with figures detailing the location of all interpreted and potential voids within 2 weeks from completion of the field work. Our interpreted maps can be e-mailed to you in Adobe Acrobat PDF format as they are finalized, typically, within 2 to 5 business days. We request that a plan map of the area of investigation be provided, preferably in AutoCad drawing export file (DXF) format, so that we can superimpose our finalized interpretation on it. This DXF formatted file can be "zipped" and e-mailed to me at: doria@radar-solutions.com.

SCHEDULE AND COST

The lump sum cost of our survey is \$2,790. We believe that all work can be completed in one 8 hour day. This cost includes mobilization/demobilization, per diem expenses, data collection and evaluation, and provision of a map along with a brief letter report. RSI requests that payment for these services be made within 30 days after submission of the final report and invoice, unless other arrangements have been made prior to the commencement of field activities.

LIMITATIONS

GPR signals propagate well in sand and gravel. Conditions such as clay, ash, road salt, and fill saturated with brackish or otherwise conductive groundwater, cause GPR signal attenuation and loss of target resolution (i.e. limited detection of small objects). Typically, when background conductivity measurements exceed 30 millimhos per meter (mmhos/m), GPR signal penetration is limited to 3 to 5 feet using a 400 MHz antenna. Reinforced concrete also causes limited GPR penetration and resolution. Signal penetration under these conditions is quite variable, ranging from about 3 to 5 feet using the 400 MHz antenna and depending upon the type and spacing of metal reinforcing.

GPR is an interpretive method, based on the subjective identification of reflection patterns that may not uniquely identify a subsurface target or stratigraphic horizon. For instance, the hyperbolic reflector corresponding to a utility is similar to that produced by a metal scrap, cobble or void. Utilities are inferred from where hyperbolic reflectors of similar depth and reflection characteristics align along adjacent lines. Reflections from USTs are asymmetric: reflectors appear flat and of finite dimensions when the antenna moves parallel to the utility, but appear as large hyperbolic reflectors when the antenna crosses obliquely or perpendicular to its short axis.

Obtaining data along multiple survey traverses helps to determine the size, shape, and continuity of buried targets. For instance, buried utilities are interpreted from hyperbolic reflectors of similar depth and appearance, which are aligned along adjacent lines. GPR data interpretation is more subjective than it is for most other geophysical methods, and confirmation using boreholes or test pits is recommended.

INSURANCE

RSI carries \$1,000,000 of General Liability insurance with a \$2,000,000 aggregate, including \$1,000,000 for each occurrence, \$1,000,000 for personal injury. RSI also has an additional \$1,000,000 in Professional Liability (E&O), with a \$2,000,000 Aggregate, and \$1,000,000 in automobile insurance and \$1,000,000 in Workers Compensation Insurance. A Certificate of Insurance, naming IDOT as additionally insured, will be faxed or e-mailed to your office upon RSI's being awarded this project.

We appreciate the opportunity to propose on this work and look forward to working with you in the near future.

Sincerely,
RADAR SOLUTIONS INTERNATIONAL



Doria Kutrubes M.Sc., PG.
President and Geophysicist

Agreed to: _____ Date: _____

(Authorized Representative of Illinois Department of Transportation)

BOOK 33427 PAGE 59

Book 334 Illinois
June 8th 1934

THIS INSTRUMENT WITNESSETH:

That Daniel Hassermann
Edward Hassermann hereinafter referred to as the "Grantor", hereby grants

to the State of Illinois, hereinafter referred to as the "State", the following rights and privileges on the following terms and conditions.

(1) The Grantor agrees to allow the State to construct, operate and maintain a 27' reinforced concrete drain together with appurtenances thereto, to, over and across the following described real estate, situated in the County of Cook and State of Illinois, to-wit:

A strip of land twenty ²⁵ feet in width southeasterly of and adjoining the southeasterly right of way line of the Evanston Harbor Belt Railroad; said strip extending from the northerly right of way line of North Avenue to the westerly right of way line of 25th Avenue, all in the Southeast Quarter (SE) of the Southeast Quarter (SE) of Section thirty-three, (33) Township Forty (40) North Range Twelve (12) East of the Third Principal Meridian.

(2) The State has paid the Grantor for this privilege the sum of \$2000.00 Dollars and other good and lawful considerations, the receipt of which is hereby acknowledged. In consideration of the above consideration the Grantor waives all claims to damages that might result from the exercise of the privileges herein given.

(3) The State assumes any and all risks in connection with the exercise of the privileges herein given and the Grantor shall not be liable or responsible to any extent for any loss, damage or injury to either persons or property suffered or in any way resulting from the exercise of the privileges herein given.

(4) This Grant shall not in any manner or to any extent affect the title of the Grantor to the above described property.

(5) The Grantor, his successors and assigns, agree to allow the State to enter upon the above described property for the purpose of operating, maintaining or repairing the 27' drain or appurtenances thereto, which is to be constructed under this grant.

Daniel Hassermann
Edward Hassermann

7

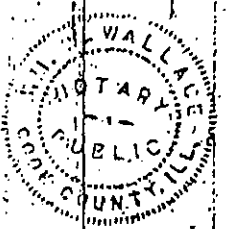
WAT SPAIN

11938680
DOC #
25' DRAINAGE

EASEMENT
IS ENTIRELY
INSIDE NORTH AVE
R.O.W
(NOT SHOWN)

08985611 #

State of Illinois)
 County of Cook) ss
 I, W. W. Wallace, a Notary Public
 in and for said County and State do hereby certify that
Daniel Hausmann and Louise
Hausmann personally known to me or by the
 foregoing instrument, appeared before me this day in person and
 acknowledged that they signed, sealed and delivered the
 said instrument as their free and voluntary act for the
 uses and purposes therein set forth.
 Given under my hand and seal this 13 day of
June A.D. 1934
W. W. Wallace
 Notary Public



11938680

STATE OF ILLINOIS } ss. RO.
COOK COUNTY }
FILED FOR RECORD

EST JAN 21 AM 10 26

AND RECORDED IN
BOOK PAGE
RECORDED

Collected 1/21/34

Handwritten scribbles

FIRST AMERICAN TITLE INSURANCE COMPANY
CHICAGO NATIONAL COMMERCIAL DIVISION
30 North La Salle, Suite 310, Chicago, IL 60602

ALTA Commitment
Schedule A

File No.: CC201819

Refer Title Inquiries to: DENNIS M. GETCHES (312) 553-0471
FAX: (312) 553-0480

1. Effective Date: January 17, 2002
2. Policy or Policies to be issued: Amount:
 - a. ALTA Owner's Policy Form 1992 \$1,300,000.00
Proposed Insured:
W.D.C. HOLDINGS, L.L.C., DBA NORTHSTAR COMMERCIAL
 - b. ALTA Loan Policy Form 1992 NONE
Proposed Insured:
NONE
3. The estate or interest in the title described or referred to in this Commitment and covered herein is a fee simple and title to the estate or interest in said land is at the effective date hereof vested in:
BENJAMIN MOORE & CO., A NEW JERSEY CORPORATION
4. The mortgage and assignments, if any, covered by this Commitment are described as follows:
NONE
5. The land referred to in this Commitment is described in Schedule C attached.

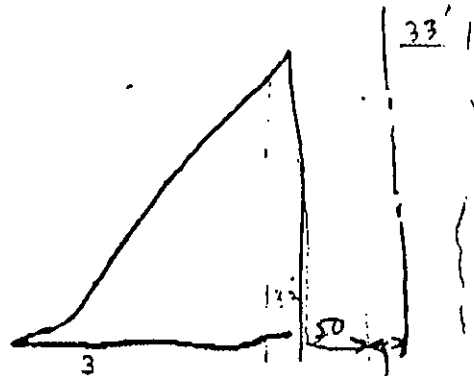
Note: For information purposes only, the land is known as:

2501 WEST NORTH AVENUE
MELROSE PARK, IL

THIS COMMITMENT IS VALID ONLY IF SCHEDULES B AND C ARE ATTACHED.

If any document referenced in this commitment contains a covenant, condition or restriction violative of 42 USC 3604(c), such covenant, condition or restriction to the extent of such violation is hereby deleted.

DESCRIBED AS FOLLOWS: THAT PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH A STRAIGHT LINE EXTENDED FROM THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN NORTH OF THE INDIAN BOUNDARY LINE AND LYING SOUTHEASTERLY OF A STRAIGHT LINE DESCRIBED IN DOCUMENT NO. 15005019, RECORDED FEBRUARY 5, 1951 AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF "SECOND PARCEL" (AS RECORDED NOVEMBER 29, 1916 AS DOCUMENT NO. 6002617 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS), SAID POINT BEING THE NORTHEASTERLY CORNER OF AN IRREGULAR SHAPED PARCEL OF LAND CONVEYED BY DANIEL HAUSSERMANN AND LOUISE HAUSSERMANN, HIS WIFE, TO THE INDIANA HARBOR BELT RAILROAD COMPANY BY DEED DATED AUGUST 4, 1916 AND RECORDED SEPTEMBER 8, 1916 IN BOOK 14132, PAGE 211 AS DOCUMENT NO. 5945684 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE, SAID STRAIGHT LINE BEING THE EXTENSION OF THE SOUTHEASTERLY LINE OF ABOVE MENTIONED PARCEL CONVEYED BY SAID DEED (DOCUMENT NO. 5945684) TO ITS INTERSECTION WITH THE EAST LINE OF SAID SECTION 33, SAID POINT OF INTERSECTION BEING 33.45 FEET (AS MEASURED ALONG SAID EAST LINE OF SECTION 33), SOUTH OF THE INTERSECTION OF THE NORTHWESTERLY LINE OF THE AFORESAID "SECOND PARCEL" AND THE EAST LINE OF SAID SECTION 33 EXCEPTING THEREFROM THE EAST 33 FEET DEDICATED FOR 25TH AVENUE AND ALSO EXCEPTING THAT PART FALLING IN NORTH AVENUE AS ORIGINALLY DEDICATED AND AS DEDICATED FOR WIDENING OF SAID NORTH AVENUE BY DOCUMENT NO. 12010927 RECORDED JUNE 11, 1937, ALSO EXCEPTING THAT PART THEREOF LYING WEST OF AND ADJACENT TO THE ABOVE DESCRIBED TRACT, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN SOUTH OF THE INDIAN BOUNDARY LINE; THENCE NORTH A DISTANCE OF 548.32 FEET ON THE AFOREDESCRIBED LINE, EXTENDED FROM SAID NORTHEAST CORNER OF TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN NORTH OF THE INDIAN BOUNDARY LINE; THENCE WEST AT RIGHT ANGLES TO SAID STRAIGHT LINE TO THE INTERSECTION WITH A LINE 50 FEET WEST OF AND PARALLEL WITH SAID STRAIGHT LINE FOR A PLACE OF BEGINNING; THENCE SOUTH ON SAID PARALLEL LINE, 20 FEET; THENCE NORTHWESTERLY TO A POINT, SAID POINT BEING 15 FEET SOUTH OF AND 15 FEET WEST OF THE PLACE OF BEGINNING (AS MEASURED ON SAID PARALLEL LINE AND ON A LINE AT RIGHT ANGLES THERETO); THENCE NORTH TO A POINT, SAID POINT BEING 20 FEET NORTH OF AND 15 FEET WEST OF THE PLACE OF BEGINNING (AS MEASURED ON SAID PARALLEL LINE AND ON A LINE AT RIGHT ANGLES THERETO); THENCE NORTHEASTERLY TO SAID PARALLEL LINE, 25 FEET NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH TO THE PLACE OF BEGINNING, AND FURTHER EXCEPTING THEREFROM ANY PART THEREOF FALLING IN 25TH AVENUE, IN COOK COUNTY, ILLINOIS.



41.29

TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THE GRANT TO THE STATE OF ILLINOIS, RECORDED JANUARY 21, 1947 AS DOCUMENT NO. 14556269, FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE AND REPAIR OF CONCRETE DRAINAGE RECEIPTS WITH APPROPRIANCES THERE TO COVER PART OF THE LAND. DST-S-DWA

8. EASEMENT IN FAVOR OF PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS FOR THE INSTALLATION, MAINTENANCE, REPAIR, RELOCATION, REMOVAL AND RENEWAL OF GAS MAINS GRANTED BY DOCUMENT 14556269, RECORDED ON MAY 20, 1949, OVER PART OF THE LAND AND THE TERMS AND CONDITIONS THEREOF. ✓

9. TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THE GRANT TO THE VILLAGE OF MELROSE PARK, THEIR SUCCESSORS AND ASSIGNS, ONE RECORDED OCTOBER 8, 1946 AS DOCUMENT NO. 13911077 AND ONE RECORDED FEBRUARY 5, 1953 AS DOCUMENT NO. 15540857 FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF A SEWER AND WATER MAIN. 25th

10. EASEMENT FOR THE CONSTRUCTION, MAINTENANCE AND REPAIR OF A ROADWAY OVER PART OF THE LAND, RESERVED IN THE DEED RECORDED JUNE 23, 1950 AS DOCUMENT NO. 15005019.

11. EASEMENT IN FAVOR OF VILLAGE OF MELROSE PARK, THEIR SUCCESSORS AND ASSIGNS TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY TO SERVE THE LAND, RECORDED ON JULY 29, 1999, AS DOCUMENT NO. 99724645 AND DOCUMENT NO. 99724646 AND THE TERMS AND CONDITIONS THEREOF.

12. ANY LIEN, OR RIGHT TO A LIEN IN FAVOR OF A PROPERTY MANAGER EMPLOYED TO MANAGE THE LAND.

NOTE: WE SHOULD BE FURNISHED EITHER (A) AN AFFIDAVIT FROM THE OWNER INDICATING THAT THERE IS NO PROPERTY MANAGER EMPLOYED; OR (B) A FINAL LIEN WAIVER FROM THE PROPERTY MANAGER ACTING ON BEHALF OF THE OWNER.

13. EXISTING UNRECORDED LEASES, IF ANY, AND RIGHTS OF PARTIES IN POSSESSION UNDER SUCH UNRECORDED LEASES.

14. RELATIVE TO THE DELETION OF STANDARD EXCEPTIONS 1 THROUGH 5, WE SHOULD BE FURNISHED THE FOLLOWING:

- 1) A SWORN STATEMENT DISCLOSING ALL PARTIES IN POSSESSION OF THE LAND, INCLUDING PARTIES IN POSSESSION UNDER UNRECORDED LEASES AND THE TERMS AND PROVISIONS THEREOF; OPTIONS; AND UNRECORDED CONTRACTS TO PURCHASE THE LAND.
- 2) A CURRENT SURVEY OF THE LAND, PROPERLY CERTIFIED TO THE COMPANY, MADE IN ACCORDANCE WITH (i) THE ACCURACY REQUIREMENTS OF A SURVEY PURSUANT TO THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR LAND TITLE SURVEYS" JOINTLY ESTABLISHED AND ADOPTED BY AMERICAN LAND TITLE ASSOCIATION AND AMERICAN CONGRESS ON SURVEY AND MAPPING NOVEMBER 17, 1992; AND (ii) THE LAWS OF THE STATE OF ILLINOIS.

RECORDING REQUESTED BY:

WHEN RECORDED RETURN TO:
John Gearen, Esq.
Mayer, Brown, Rowe & Maw
71 South Wacker Drive
Chicago, IL 60606



Doc#: 0528645004 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/23/2005 09:28 AM Pg: 1 of 5

572M-250671-52M
19/1/05

(Space Above this Line for County Recorder's Use Only)

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 23rd day of August, 2005, by OPUS REAL ESTATE ENTERPRISES V, L.L.C., a Delaware limited liability company ("Grantor") in favor of TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, a New York corporation whose address is 730 Third Avenue, New York, NY 10017 ("Grantee"), WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration in hand paid by Grantee, the receipt whereof is hereby acknowledged, does REMISE, RELEASE, ALIEN AND CONVEY unto Grantee, and its heirs and assigns, FOREVER, all the real estate, situated in the County of Cook and State of Illinois known and described on Exhibit A attached hereto and incorporated herein by reference.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand or whatsoever, of Grantor, either in law or in equity, of, in and to the above described premises, with the hereditaments and appurtenances; **TO HAVE AND TO HOLD** the said premises as above described, with the appurtenances, unto Grantee, its heirs and assigns forever.

And Grantor, for itself, and its successors, does covenant, promise and agree, to and with Grantee, its heirs and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that it **WILL WARRANT AND DEFEND** said premises against all persons lawfully claiming, or to claim the same, by, through or under it, subject to those matters shown on Exhibit B attached hereto and incorporated herein by reference.

Permanent Real Estate Index Number(s): See Exhibit A attached hereto and incorporated herein by reference.

Address(es) of real estate: The property described on Exhibit A attached hereto and incorporated herein by reference is commonly known as 2407 W. North Ave., Melrose Park, Cook County, Illinois.

IN WITNESS WHEREOF, Grantor has caused its name to be signed to these presents, as of the day and year first above written.

GRANTOR:

**OPUS REAL ESTATE ENTERPRISES
V, L.L.C., a Delaware limited liability
company**

By: 
Printed Name: Andrew C. Deckas
Its: Vice President

This Deed was prepared by

Julie A. Drewes, Esq.
Briggs and Morgan, P.A.
2200 IDS Center
Minneapolis, MN 55402

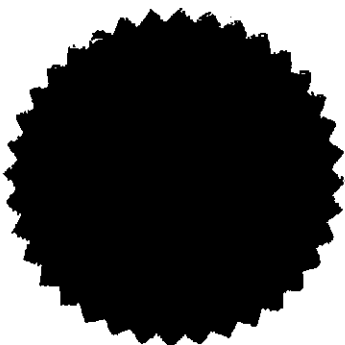
Tax bills should be sent to:

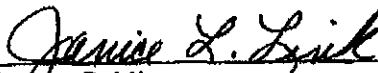
Teachers Insurance and Annuity Association of
America
c/o Grubb & Ellis Management Services, Inc.
Attn: Stephen Resinski
1600 Market Street, Suite 2600
Philadelphia, PA 19103

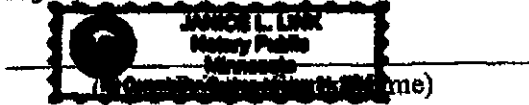
ACKNOWLEDGMENT

STATE OF MINNESOTA)
)SS
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 17th day of August, 2005, by Andrew C. Deckas, as Vice President of Opus Real Estate Enterprises V, L.L.C., a Delaware limited liability company, on behalf of the limited liability company.




Notary Public



My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Permanent Index Numbers: 12-34-300-004-0000
12-34-304-002-0000
12-34-304-006-8001
12-34-304-006-8002

Commonly known as: 2407 W. North Avenue, Melrose Park, Illinois

The west 570 feet of that part of the Southwest Fractional Quarter, South of the Indian Boundary Line of Section 34, Township 40 North, Range 12 East of the Third Principal Meridian, lying South of the Southeasterly right of way line of the Indiana Harbor Belt Railroad Company and North of the North line of the right of way of West North Avenue as widened, described as follows:

Beginning at the intersection of the West line of said Southwest Fractional Quarter and the North line of right of way of West North Avenue, said point being 102.43 feet North of the Southwest corner of said Southwest Fractional Quarter; thence North along the West line of said Southwest Fractional Quarter, 1342.37 feet to the intersection of said line with the Southeasterly right of way line of The Indiana Harbor Belt Railroad company, said point being 342.74 feet south of the Indian Boundary Line, thence Northeasterly along the Southeasterly right of way line of said railroad along a line forming an angle of 136 degrees 30 minutes 52 seconds from south to east to north with the west line of said Southwest Fractional Quarter, 828.28 feet to intersection of said right of way line with the East line of the West 570 feet of said Southwest Fractional Quarter; thence South along a line 570 feet East of and parallel with the West line of said Southwest Fractional Quarter, 1945.14 feet to the intersection of said parallel line with the north line of right of way of West North avenue, said point being 102.78 feet north of the south line of said Southwest Fractional Quarter; thence West along the North right of way line of West North Avenue 570 feet to the place of beginning, in Cook County Illinois.

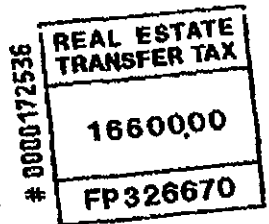
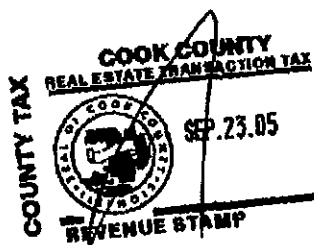
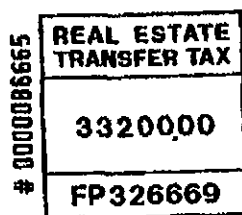
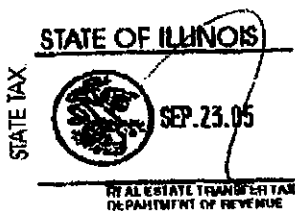


EXHIBIT B

SCHEDULE OF EXCEPTIONS

1. Taxes, supplemental taxes and assessments due and payable during the year of Closing and subsequent years which are a lien, but which are not yet billed, or are billed but are not yet delinquent and any assessments not shown on the public records.
2. Any laws, regulations or ordinances (including, but not limited to, zoning, building and environmental matters) as to the use, occupancy, subdivision or improvements of the Premises adopted or imposed by any governmental agency.
3. Acts done or suffered by, through or under, or judgments against, Purchaser.
4. Rights of tenants as tenants only under unrecorded leases.
5. Encroachments, overlaps, boundary line disputes, or other matters which would be discussed by a current survey.
6. Terms of the No Further Remediation Letter recorded August 16, 2003 as document 0322734113.
7. Grant to Benjamin Moore and Company, a corporation of New Jersey, recorded August 17, 1949 as document 14613709 of full right, permission and authority to construct, operate, repair, replace and maintain a 24 inch storm water drain together with appurtenances thereto in, over and across the following:

A strip of land 20 feet in width, Southeasterly of and adjoining the Southeasterly right of way line of the Indiana Belt Railroad, said strip extending from the easterly right of way 25th Avenue to the Southwesterly Bank of the creek which runs Southeasterly across the Southwest 1/4 of Section 24 aforesaid.
8. Easement in favor of Public Service Company of Northern Illinois and its successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property together with right of access thereto recorded April 2, 1921 as document 7100799 and the terms and provisions contained therein.

(Affects that part of the land falling in highways)
9. Grant to the State of Illinois recorded April 11, 1939 as document 12295541 and also recorded October 14, 1939 as document 12382441 to construct, operate, and maintain a 27 inch reinforced concrete drain together with appurtenances thereto over the following:

A strip of land 20 feet in width, Southeasterly of and adjoining the Southeasterly right of way line of the Indiana Belt Railroad, said strip extending from the Easterly right of way of 25th Avenue to the Southwesterly bank of the creek which runs Southeasterly across the Southwest 1/4 of Section 24 aforesaid, a distance of 150 feet, more or less.

10. Rights of the public, and the State of Illinois, in and to that part of the land opened for a road (now known as 25th Avenue) by Highway Commissioners pursuant to Sundry Petitions and surveys made on December 23, 1954, July 7, 1960 and January 17, 1963 along the West line of the land.
11. Easement in favor of Commonwealth Edison Company, its successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property together with right of access to said equipment, and the provisions relating thereto contained in grant recorded May 19, 1964 as document 19131775 affecting the East 10 feet of the north 715 feet of the East 50 feet of the land.
12. Grant to Leyden township, a municipal corporation, recorded February 5, 1953 as document 15540867 to install and maintain a water main and sanitary sewer in the public highway known as 25th Avenue and the full and free right to uninterrupted access to said water main and sanitary sewer and the terms and provisions contained therein.

(Affects the Westerly line of the land)
13. Easement dated September 4, 1952 made by and between United Biscuit Company of America and Public Service Company of Northern Illinois as disclosed by deed from United Biscuit Company of America to Zenith Radio Corporation recorded December 27, 1965 as document 19693752.
14. Agreement dated December 13, 1956 made by and between United Biscuit Company of America and Jewel Tea Co., Inc., granting an easement and right to maintain, repair and renew a connecting fire line for standby purposes to withdraw water from water sphere located on the land as disclosed by deed from United Biscuit Company of America to Zenith Radio Corporation dated December 23, 1965 and recorded December 27, 1965 as document 19693752.
15. Terms, provisions, covenants and easements contained in Declaration of Covenants and Easement Melrose Business Center II Village of Melrose Park, Illinois, recorded January 27, 2004 as Document 0402701574.



Doc#: 0406332224
Eugene "Gene" Moore Fee: \$39.00
Cook County Recorder of Deeds
Date: 03/03/2004 04:22 PM Pg: 1 of 8

**THIS DOCUMENT PREPARED BY,
RECORDING REQUESTED BY:**

1773766-1

Katten Muchin Zavis Rosenman
525 West Monroe Street
Suite 1600
Chicago, Illinois 60661-3693
Attention: Denise S. Burn, Esq.

**THIS SPACE USED FOR RECORDER'S
USE ONLY**

MORTGAGEE'S WAIVER

This Mortgagee's Waiver (this "Waiver") is made as of December 9, 2003, by LaSalle Bank National Association, a national banking association (in such capacity, "Mortgagee"), 135 South LaSalle Street, Suite 1225, Chicago, Illinois 60603, Attn: Mr. Thomas Jeffery, in favor of Deutsche Bank Trust Company Americas, a New York banking corporation, as Agent under that certain Credit Agreement described hereinbelow (in such capacity, "Agent"), of 222 S. Riverside Plaza, Chicago, Illinois 60606.

BACKGROUND

A. BWAY Manufacturing, Inc., a Delaware corporation ("Borrower"), certain other borrowers, Agent and certain other financial institutions (the Agent and such financial institutions from time to time party to the Credit Agreement are referred to herein as "Lenders") entered into that certain Amended and Restated Credit Agreement dated as of February 7, 2003 (such agreement, as amended, restated, supplemented or otherwise modified from time to time, shall be referred to herein as the "Credit Agreement").

B. All extensions of credit by Agent and the Lenders to Borrower pursuant to the Credit Agreement are and will be secured by a first priority, perfected security interest in and lien upon all of Borrower's assets, including, without limitation, all of Borrower's accounts, contracts, deposit accounts, commercial tort claims, general intangibles, investment property, instruments, chattel paper, inventory, goods, documents, healthcare insurance receivables, books and records, letter of credit rights, equipment, supporting obligations and records, and the proceeds and products of all of the foregoing, whether now owned or hereafter acquired (collectively, the "Collateral").

C. All or a portion of the Collateral is or may be located on or affixed to premises described on Schedule I attached hereto (the "Premises").

Box 314

D. 2407 W. North Avenue, Melrose, L.L.C., a Delaware limited liability company ("Landlord"), has leased the Premises to Borrower pursuant to a Lease dated as of ^{November} December 26, 2003 ("Lease"), and Landlord has waived any interest it may have in the Collateral pursuant to a Landlord Agreement dated as of ~~December 26~~ ^{November} 26, 2003 ("Landlord Agreement").

E. As a condition of certain loans funded by Mortgagee to Landlord, Landlord has granted a mortgage upon the Premises in favor of the Mortgagee pursuant to that certain Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of June 18, 2002, and recorded with the Recorder of Deeds in Cook County, Illinois on June 24, 2003 as document number 0020700916 (the "Mortgage").

NOW, THEREFORE, in consideration of these background recitals, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and intending to be legally bound hereby, the Mortgagee and the Agent agree as follows:

Section 1. Priority of Security Interest of Agent. The Agent's security interest in the Collateral shall be superior to any interest which the Mortgagee may at any time have in the Collateral. As long as the Agent has a security interest in the Collateral, the Mortgagee will not assert against any of the Collateral any statutory, common law, contractual, possessory, or equitable claim or lien, including, without limitation, any rights of foreclosure, levy, execution, sale, repossession, or other rights arising under applicable law, by contract, pursuant to the Mortgage, any security agreement, or otherwise, all of which rights the Mortgagee hereby subordinates in favor of the Agent.

Section 2. Personal Property. For the purposes of this Waiver, the Collateral shall be deemed to be personal property, and shall not become or constitute fixtures or an accession to the Premises or to any other personal property located on the Premises, although all or any part of the Collateral may be resting upon, imbedded in, attached to, or affixed to the Premises.

Section 3. Access to the Premises. The Agent, and its agents, employees, or invitees may enter upon the Premises pursuant to the terms and conditions of the Landlord Agreement during normal business hours to inspect and/or remove all or any part of the Collateral, without charge and without hindrance or interference by or from the Mortgagee. Agent will notify Mortgagee at the address above before exercising any such rights.

Section 4. Foreclosure. The Mortgagee will permit the Collateral to remain on the Premises for a period of at least sixty (60) days following receipt by the Agent of written notice at the address specified hereinabove from the Mortgagee that the Mortgagee has elected to foreclose upon, levy upon, execute upon, attach, or otherwise take possession of the Premises as a result of its rights under the Mortgage, or for any other reason, in order to allow the Agent a reasonable time to remove or abandon the Collateral.

Section 5. Indemnification. Agent will (i) indemnify and defend Mortgagee against any and all claims, losses and damages caused by or arising out of the activities on the Premises by Agent or Agent's employees, agents, or representatives regarding property damage, mechanics' or materialmens' liens or death or injury to persons, in each case pursuant to the exercise of Agent's right of access to the Premises, except to the extent such claims, losses or damage are the result of the gross negligence or willful misconduct of the Mortgagee or the Landlord, (ii) provide Mortgagee, prior to entry, with either (A) evidence reasonably that Agent has purchased commercial general liability insurance in the minimum amount of \$1,000,000 per occurrence and general aggregate naming Landlord, and its property manager and Mortgagee as insureds or (B) an appropriate certificate of insurance evidencing that Agent carries commercial general liability insurance in the minimum amount of \$1,000,000 per occurrence and general aggregate, naming Landlord and its property manager and Mortgagee as an additional insured and (iii) comply with all reasonable rules, regulations and directives of Mortgagee relating to access, entry and use of the Premises.

Section 6. Binding Effect. This Waiver and the terms and conditions thereof shall be a covenant running with the land and shall be binding upon the Mortgagee, any subsequent holder, successor, transferee, assignee, or nominee of the Mortgagee and all executors, administrators, successors, transferees, or assignees of the Mortgagee.

Section 7. Recordation. This Waiver may be recorded by Borrower and/or the Agent.

Section 8. Assignment. The Agent may assign its rights and remedies under this Waiver, and this Waiver shall inure to the benefit of any successors and assignees of the Agent.

Section 9. Modification. No modification, rescission, waiver, release, or amendment of any provision of this Waiver shall be made, except by a written agreement signed by Mortgagee and a duly authorized officer of Agent. Agent will provide notice to Mortgagee at the address above of any such assignment.


Section 10. Term. This Waiver shall remain effective until (a) all obligations of Borrower to Agent have been indefeasibly paid in cash and satisfied in full, (b) Agent has no further interest in the Collateral or has removed and abandoned all of the Collateral, and (c) Agent has delivered to the Mortgagee a written release of its rights under this Waiver.

Section 11. Applicable Law. This Waiver shall be governed by and construed under the internal laws of the state where the Premises are located, without reference to principles of conflicts of laws, as the same may from time to time be in effect, including, without limitation, the Uniform Commercial Code as in effect in such state.

[remainder of page left intentionally blank; signatures follow]

IN WITNESS WHEREOF, the Mortgagee, intending to be legally bound hereby, has executed this Waiver in favor of Agent as of the date first above written.

LASALLE BANK NATIONAL ASSOCIATION

By: 
Name: Greg Wilke
Title: Banking Officer

ACCEPTED BY:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Mortgagee, intending to be legally bound hereby, has executed this Waiver in favor of Agent as of the date first above written.

LASALLE BANK NATIONAL ASSOCIATION

By: [Signature]
Name: William Wilkins
Title: Banking Officer

ACCEPTED BY:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Agent

By: [Signature]
Name: Philip Fross
Title: Director

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

I, Sheila Davis, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that Gregg Wilkew, personally known to me to be the
Banking Officer of LaSalle Bank National Association, a national banking association, and the
same person whose name is subscribed to the foregoing instrument, appeared before me this day
in person, and acknowledged that he signed and delivered the said instrument as officer of
said national banking association as his/her own free and voluntary act and as the free and
voluntary act of said national banking association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9th day of December, 2003.



Sheila Davis
Notary Public

My Commission Expires: 7-25-04

STATE OF Ill.)
)
COUNTY OF Cook) SS.

I, MIDNA M. Rodriguez a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Frank Fazio personally known to me to be a Director of Deutsche Bank Trust Company Americas, a New York banking corporation, and 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 he/she signed and delivered the said instrument as such officer of said corporation, as such person's 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 notarial seal this 24th February, 2004 MR. day of December, 2003.

Midna M. Rodriguez
Notary Public

My Commission Expires: 5/17/05



Schedule I**Real Estate Description**

The West 570 feet of that part of the Southwest Fractional Quarter, South of the Indian Boundary Line of Section 34, Township 40 North, Range 12, East of the Third Principal Meridian, lying South of the Southeasterly right of way line of the Indiana Harbor Belt Railroad Company, and North of the North Line of right of way of West North Avenue as widened, described as follows:

Beginning at the intersection of the West line of said Southwest Fractional Quarter and the North line of right of way of West North Avenue, said point being 102.43 feet North of the Southwest corner of said Southwest Fractional Quarter; thence North along the West line of said Southwest Fractional Quarter 1342.37 feet to the intersection of said line with the Southeasterly right of way line of the Indiana Harbor Belt Railroad Company, said point being 342.74 feet South of the Indiana Boundary Line; thence Northeasterly along the Southeasterly right of way line of said Railroad along a line forming an angle of 136 degrees 30 minutes 52 seconds from South to East to North with the West line of said Southwest Fractional Quarter, 828.28 feet to intersection of said right of way line with the East line of the West 570 feet of said Southwest Fractional Quarter; thence South along a line 570 feet East of and parallel with the West line of said Southwest Fractional Quarter, 1945.14 feet to intersection of said parallel line with the North Line of right of way of West North Avenue, said point being 102.78 feet North of the South line of said Southwest Fractional Quarter; thence West along the North right of way line of West North Avenue 570 feet to place of beginning, in Cook County, Illinois.

Commonly known as: 2407 W. North Avenue, Melrose Park, Illinois

P.I.N. Nos. 12-34-300-004-0000; 12-34-304-002-0000; 12-34-006-8001; and
12-34-304-006-8002

In Testimony Whereof I have hereinto set my hand and seal this 15th day of
December A.D.1920 Albert F Amling (SEAL)

Witness;
John R Staley

-4- No 7100798 Filed for Record Apr 2 A.D.1921 at 8.56 A.M.

JOSEPH F HAAS RECORDER

*ET 2nd
2/17/21*

Know all Men by These Presents; That the Grantor Karl Buschel of Cook County Illinois being the owner of land in said County upon and along the public highway known as North Avenue & 25th Avenue and described as follows That part Southeasterly of the Indiana Harbor Belt Railroad of the west 96 acres of the Southwest quarter (Poles to be placed 8 feet from the property line) of Section 34 Township 40 North Range 12 East of the 3rd P.M. upon or adjacent to which land a portion of said highway is laid out and established does in consideration of the sum of One Dollar in hand paid by Public Service Company of Northern Illinois receipt of which is hereby acknowledged hereby give and grant unto the said Public Service Company of Northern Illinois its successors and assigns the right, permission and authority to lay and maintain gas mains and to erect maintain and renew poles push poles, anchors, guys and stubs in upon and along so much of said highway as is upon or adjacent to said land or any part thereof and to string and maintain wires cables and other necessary equipment upon such poles and to operate by means of such poles, wires, cables and other equipment a line or lines for the transmission of electric current to be used for light, power telephone and other purposes and also to trim trees, bushes and saplings growing upon or extending over so much of said highway as is upon or adjacent to said line so far as may be reasonably necessary in the construction and operation of said line or lines but said poles shall be placed so as not to obstruct or impede the ordinary travel upon said highway.

1/18/21

In Testimony Whereof I have hereunto set my hand and seal this 16th day of
December A.D.1920 Karl Buschel (SEAL)

Witness;
John R Staley

-4- No 7100799 Filed for Record Apr 2 A.D.1921 at 8.56 A.M.

JOSEPH F HAAS RECORDER

1/18/21

This Indenture Made this Thirty-first day of March A.D.1921 between Tomasz Groniek and Balbina Groniek his wife of the City of Chicago County of Cook and State of Illinois party of the first part and St Hedwigs Building & Loan Association of Chicago Illinois a Corporation duly organized and existing under and by virtue of the Laws of the State of Illinois party of the second part

Witnesseth That Whereas the said Tomasz Groniek and Balbina Groniek his wife have executed a certain agreement bearing even date herewith whereby the said Tomasz Groniek and Balbina Groniek his wife acknowledge that they have borrowed from St Hedwigs Building & Loan Association of Chicago Illinois the sum of Twenty Two Hundred (\$2200.00) Dollars and in consideration thereof by said agreement promised to pay to said Association the sum of

NR 34913 PART 422

Michigan Park Illinois
June 12 1934

THIS INSTRUMENT WITNESSETH That Jeffrey Burdick & Paul Ross

Hereinafter referred to as the "Grantor", hereby grants to the State of Illinois, hereinafter referred to as the "State", the following rights and privileges on the following terms and conditions.

(1) The Grantor agrees to allow the State to construct, operate and maintain a 27" reinforced concrete drain together with appurtenances thereto in, over and across the following described real estate, situated in the County of Cook and State of Illinois to-wit:

A strip of land twenty feet in width southeasterly of and adjoining the southeasterly right of way line of the Indiana Harbor Belt Railroad, said strip extending from the easterly right of way line of Twenty-fifth Avenue to the southwesterly bank of the creek which runs southeasterly across the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-four (34) Township Forty (40) North, Range Twelve (12) East of the Third Principal Meridian, a distance of one hundred fifty (150) feet more or less; all in the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-four (34) Township Forty (40) North, Range Twelve (12) East of the Third Principal Meridian.

(2) The State has paid the Grantor for this privilege the sum of \$50.00 Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged. In consideration of the above compensation, the Grantor waives all claims to damage that might result from the exercise of the privileges herein given.

(3) The State assumes any and all risks in connection with the exercise of the privileges herein given and the Grantor shall not be liable or responsible to any extent for any loss, damage or injury to either persons or property suffered or in any way resulting from the exercise of the privileges herein given.

(4) This grant shall not in any manner or to any extent affect the title of the Grantor to the above described property.

(5) The Grantor, his successors and assigns, agree to allow the State to use ~~the~~ the above described property for the purpose of operating, maintaining or repairing the 27" drain or appurtenances thereto, which is to be constructed under this grant.

Witness my hand and seal this 12th day of June 1934.
Jeffrey Burdick
Paul Ross

THIS DOCUMENT WAS MICROFILMED
AS IT APPEARED IN THE ORIGINAL

HR34918PBF423

12285541

STATE OF ILLINOIS
COOK COUNTY
FILED FOR RECORD

BES APR 11 PM 3 17

AND RECORDED IN
BOOK

PAGE
RECORDER

Edward J. Smith

NOT REPRODUCED EXACTLY
AS SHOWN IN ORIGINAL VOLUME

Melrose Park, Illinois

June 12, 1907

THIS INSTRUMENT WITNESSETH: That Sophia Crestle & Paul Ross

hereinafter referred to as the "Grantor", hereby grants to the State of Illinois, hereinafter referred to as the "State", the following rights and privileges on the following terms and conditions.

(1) The Grantor agrees to allow the State to construct, operate and maintain a 27" reinforced concrete drain together with appurtenances thereto, in, over and across the following described real estate, situated in the County of Cook and State of Illinois to-wit:

A strip of land twenty feet in width southeasterly of and adjoining the southeasterly right of way line of the Indiana Harbor Belt Railroad, said strip extending from the easterly right of way line of Twenty-fifth Avenue to the southwesterly bank of the creek which runs southeasterly across the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-four (34) Township Forty (40) North, Range Twelve (12) East of the Third Principal Meridian, a distance of one hundred fifty (150) feet more or less; all in the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-four (34) Township Forty (40) North, Range Twelve (12) East of the Third Principal Meridian.

(2) The State has paid the Grantor for this privilege the sum of one Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged. In consideration of the above compensation, the Grantor waives all claims to damage that might result from the exercise of the privileges herein given.

(3) The State assumes any and all risks in connection with the exercise of the privileges herein given and the Grantor shall not be liable or responsible to any extent for any loss, damage or injury to either persons or property suffered or in any way resulting from the exercise of the privileges herein given.

(4) This grant shall not in any manner or to any extent affect the title of the Grantor to the above described property.

(5) The Grantor, his heirs, assigns and assigns, agrees to allow the State to enter upon the above described property for the purpose of erecting, maintaining or repairing the 27" drain or appurtenances thereon, which is to be constructed under this grant.

Witness my hand and seal this 12th day of June 1907. Sophia Crestle Paul Ross

RECORDED EXACTLY AS IT APPEARED IN ORIGINAL VOLUME.

BOOK 35279 PAGE 330

F4728081

STATE OF ILLINOIS
COOK COUNTY
CIRCUIT CLERK'S OFFICE

039 OCT 14 AM 10 30

AND RECORDED IN
BOOK PAGE
INDEX

Edward J. Jund

THIS DOCUMENT WAS MICROFILMED EXACTLY
AS IT APPEARED IN THE ORIGINAL BOUND VOLUME

In Testimony Whereof I have hereunto set my hand and seal this 15th day of
December A.D.1920 Albert F Amling (SEAL)

Witness;
John R Staley

-4- No 7100798 Filed for Record Apr 2 A.D.1921 at 8.56 A.M.

JOSEPH F HAAS RECORDER

Know all Men by These Presents, That the Grantor Karl Buschel of Cook County Illinois
being the owner of land in said County upon and along the public highway known as
North Avenue & 25th Avenue and described as follows That part Southeasterly of the
Indiana Harbor Belt Railroad of the west 96 acres or the Southwest quarter (Poles to
be placed 6 feet from the property line) of Section 34 Township 40 North Range 12 East
of the 3rd P.M. upon or adjacent to which land a portion of said highway is laid out
and established does in consideration of the sum of One Dollar in hand paid by Public
Service Company of Northern Illinois receipt of which is hereby acknowledged hereby give
and grant unto the said Public Service Company of Northern Illinois its successors and
assigns the right, permission and authority to lay and maintain gas mains and to erect
maintain and renew pole push poles, anchors, guys and stubs in upon and along so much
of said highway as is upon or adjacent to said land or any part thereof and to string
and maintain wires cables and other necessary equipment upon such poles and to operate by
means of such poles, wires, cables and other equipment a line or lines for the
transmission of electric current to be used for light, power telephone and other purposes
and also to trim trees, bushes and saplings growing upon or extending over so much of said
highway as is upon or adjacent to said line so far as may be reasonably necessary in the
construction and operation of said line or lines but said poles shall be placed so as not
to obstruct or impede the ordinary travel upon said highway.

In Testimony Whereof I have hereunto set my hand and seal this 16th day of
December A.D.1920 Karl Buschel (SEAL)

Witness;
John R Staley

-4- No 7100799 Filed for Record Apr 2 A.D.1921 at 8.56 A.M.

JOSEPH F HAAS RECORDER

This Indenture Made this Thirty-first day of March A.D.1921 between Tomasz
Gronok and Balbina Gronok his wife of the City of Chicago County of Cook and State of
Illinois party of the first part and St. Hedwiga Building & Loan Association of Chicago
Illinois a Corporation duly organized and existing under and by virtue of the Laws of
the State of Illinois party of the second part

Witnesseth That Whereas the said Tomasz Gronok and Balbina Gronok his wife have
executed a certain agreement bearing even date herewith whereby the said Tomasz Gronok and
Balbina Gronok his wife acknowledge that they have borrowed from St. Hedwiga Building &
Loan Association of Chicago Illinois the sum of Twenty Two Hundred (\$2200.00) Dollars and
in consideration thereof by said agreement promised to pay to said Association the sum of

Handwritten notes: "Staley" and "1921"

Handwritten note: "lines"

Handwritten notes: "1921" and "1920"

19 131 775

E A S E M E N T

THIS AGREEMENT, dated this 12 day of May, 1964, by and between UNITED BISCUIT COMPANY OF AMERICA, a Delaware corporation, party of the first part (hereinafter called "Grantor"), and COMMONWEALTH EDISON COMPANY, an Illinois corporation, party of the second part (hereinafter called "Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations in hand paid by Grantee, a corporation organized and existing under the laws of the State of Illinois, receipt of which is hereby acknowledged, hereby grants to the said Grantee, its successors and assigns, jointly and severally, the right, permission and authority to construct, maintain, relocate and renew equipment consisting of poles, pole structures, push poles, anchors, guys, stubs, conduits, wires, cables and other necessary electrical facilities, upon, along, over and under the hereinafter described real estate, and to transmit and distribute by means of said equipment, electricity to be used for heat, light, power, telephone, and other purposes, and also to trim from time to time such trees, bushes and saplings as may be reasonably required incident to the grant herein given, together with the right of ingress to and egress from said real estate at all times for any and all such purposes; said electrical equipment to be located upon, over and under that part of the real estate of said Grantor, described as follows: The East ten (10) feet of the North seven hundred fifteen (715) feet of the following described tract:

The East 50 feet of the West 570 feet of that part of the South West fractional quarter South of the Indian Boundary Line of Section 34, Township 40 North, Range 12, East of the Third Principal meridian, lying South of the South Easterly right-of-way line of the Indiana Harbor Belt Railroad Company and North of the North line of the right-of-way of West North

19 131 775

Avenue as widened, described as follows: Beginning at the intersection of the East line of the West 520 feet of said South West fractional quarter and the North line of the Right-of-Way of West North Avenue, said point being 102.75 feet North of the South line of said South West fractional quarter, thence North along a line 520 feet East of and parallel with the West line of said South West fractional quarter 1892.26 feet to the intersection of said parallel line with the South-Easterly right-of-way line of the Indiana Harbor Belt Railroad Company, thence Northeasterly along the South-easterly right-of-way line of said railroad along a line forming an angle of 136 degrees 30 minutes 52 seconds from South to East to North with the last described line 72.66 feet to the intersection of said right-of-way line with the East line of the West 570 feet of said South West fractional quarter thence South along a line 570 feet East of and parallel with the West line of said South West fractional quarter 1945.14 feet to the intersection of said parallel line with the North line of the right-of-way of West North Avenue said point being 102.78 feet North of the South line of said South West fractional quarter; thence West along the North right-of-way line of West North Avenue 50 feet to the point of beginning, in Cook County, Illinois.

19 131 775

Said grant of easement is made by the Grantor hereunder subject in all respects to the terms and conditions hereinafter set forth, viz.:

1. That said easement shall be used by the Grantee solely for the purposes hereinabove set forth.
2. That the poles, wires, and necessary fixtures erected by Grantee shall be constructed, maintained, renewed, and operated solely at the expense of Grantee, and Grantor shall have no responsibility or liability for any damage or expense incurred in connection therewith.
3. Grantee covenants and agrees to hold harmless the Grantor, its successors and assigns, and to indemnify it and them from and against any and all expense and liability, claims, suits in law or in equity for any and all demands by third parties, including employees of Grantor, on account of or growing out of injury to or death of any person or persons whomsoever, or damage to property resulting in any manner from the exercise of the rights herein given

the Grantee, and further, Grantee agrees to pay Grantor any and all damages which might be caused to the property of Grantor for and on account of the exercise of the rights herein granted Grantee under this easement.

4. If the Grantee, its successors or assigns, shall at any time cease to use the easement herein created for the purposes aforesaid, then and in that event, the right and easement hereby given to Grantee shall thereupon automatically terminate without notice or demand, and thereafter, all rights of Grantee in and to said right and easement and in and to the above-described premises shall absolutely cease and determine.

5. Upon the termination for any purpose of the right and easement herein granted to Grantee, Grantee, upon demand in writing by Grantor, shall immediately remove from such easement property all of its equipment. If Grantee fails within a reasonable time after demand is made to so remove such equipment, Grantor may have such equipment removed, and Grantee hereby agrees to immediately reimburse Grantor for all cost and expenses thereof.

6. This agreement shall be binding upon, and shall inure to the benefit of, the grantees, successors, and assigns of the respective parties hereto.

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

UNITED BISCUIT COMPANY OF AMERICA

By *R. W. Hoover*
Vice President

COMMONWEALTH EDISON COMPANY

By *D. D. Bower*
Secretary

ATTEST

Secretary

19 131 61
775

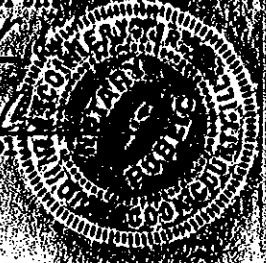
STATE OF ILLINOIS
COUNTY OF COOK

SS.

I, John H. Cassey Jr., a Notary Public in and for the County and State aforesaid, do hereby certify that R. E. WARHOVER, personally known to me to be the Vice President of UNITED BISCUIT COMPANY OF AMERICA, a corporation of the State of Delaware, and W. J. BROWNE, 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 they signed and delivered said instrument as such officers of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Bylaws of said corporation 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 11th day of May, 1964.

John H. Cassey Jr.
Notary Public



My commission expires September 14, 1964.

131 775

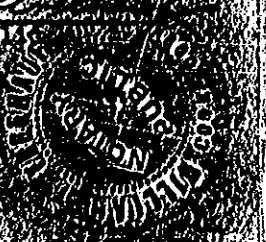
STATE OF ILLINOIS
COUNTY OF COOK

SS.

I, William T. Freehauf, a Notary Public in and for the County and State aforesaid, do hereby certify that D. R. Power, personally known to me to be the Treasurer-President of COMMONWEALTH EDISON COMPANY, a corporation of the State of Illinois, and James Kuffner, 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 they signed and delivered said instrument as such officers 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 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 11th day of May, 1964.

William T. Freehauf
Notary Public



My commission expires DECEMBER 17, 1965.



1913170

525

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MAY 19 64 6 14 26 • 19131775 • A - Rec

END OF RECORDED DOCUMENT



Illinois Department of Transportation

Memorandum

RECEIVED

APR 21 2006

LAND ACQUISITION

To: Mark Martin
From: Rick Young
Subject: Pump Station #12 Hydraulic Report*
Date: April 12, 2006

*Route: Illinois Route 64 (North Avenue)
Limits: 25th Avenue to Silver Creek
Municipality: Melrose Park

We are looking for an IDOT easement on the property marked in the attached exhibit. The easement is for construction and maintenance of a 27-inch sewer that serves as the outfall for our Pump Station #12. A Sidwell plot is also attached.

The easement is probably dated close to 1937, similar to the adjoining easement that is now part of the VLAND Corporation Property (Copy Attached). Currently, the outfall from Pump Station #12 is disturbed, and in need of quick repair. Therefore, your prompt help on this request will be appreciated.

If you have any questions or need additional information, please contact Ms. Esther Winograd, Hydraulic Analysis Engineer, at (847) 705-4475.

By: *Richard F. Wojcik*
Richard F. Wojcik, P.E.
Hydraulics Section Chief

cc: Jim Stumpner- (With Attachments)
Marty Anderson- (With Attachments)

07/31/2006

Prepared For:

**Illinois Department of Transportation 1
201 West Center Court
Schaumburg, IL 60196-1096**

Effective Date of Commitment: July 17, 2006

Job:	R-90-999-90	WTG#:	I1-2005CO-7648.0
FAP:	307 (IL 64)	Effective Date:	July 17, 2006
County:	Cook	Section:	34
Section:	25th Avenue to Silver Creek	Township:	40N
Parcel:		Range:	12E

**Tax Parcel Number(s):
12-34-300-004; 12-34-304-002; 12-34-304-006-8001; 12-34-304-006-8002**

07/31/2006

Job R-90-999-90
FAP 307 (IL 64)
County Cook
Section 25th Avenue to Silver Creek
Parcel

A.L.T.A. COMMITMENT FORM

Schedule A

WTG Number: I1-2005CO-7648.0

Effective Date: July 17, 2006

1. Policy or Policies to be issued: Owners
Proposed Amount of Insurance: \$1,000.00
Proposed Insured: The People of the State of Illinois
Department of Transportation
2. The estate or interest in the land described or referred to in this commitment is a Fee Simple and title hereto is at the effective date hereof vested in:

Teachers Insurance and Annuity Association of America
3. The land referred to in this commitment is described as follows:

See Attached Page 2 of Schedule A

ISSUED BY:

Wheatland Title Guaranty Company
39 Mill Street
Montgomery, Illinois 60538

Agent for:
Fidelity National Title Insurance Company



A handwritten signature in black ink, appearing to read "J. D. A.", is written over a horizontal line.

07/31/2006

Job R-90-999-90
FAP 307 (IL 64)
County Cook
Section 25th Avenue to Silver Creek
Parcel

WTG Number: I1-2005CO-7648.0

A.L.T.A. COMMITMENT FORM

Schedule A Continued

LEGAL DESCRIPTION

THE WEST 570 FEET OF THAT PART OF THE SOUTHWEST FRACTIONAL QUARTER, SOUTH OF THE INDIAN BOUNDARY LINE OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE INDIANA HARBOR BELT RAILROAD COMPANY AND NORTH OF THE NORTH LINE OF THE RIGHT OF WAY OF WEST NORTH AVENUE AS WIDENED, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST FRACTIONAL QUARTER AND THE NORTH LINE OF RIGHT OF WAY OF WEST NORTH AVENUE, SAID POINT BEING 102.43 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST FRACTIONAL QUARTER; THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHWEST FRACTIONAL QUARTER, 1342.37 FEET TO THE INTERSECTION OF SAID LINE WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE INDIANA HARBOR BELT RAILROAD COMPANY, SAID POINT BEING 342.74 FEET SOUTH OF THE INDIAN BOUNDARY LINE, THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY RIGHT OF LINE WAY LINE OF SAID RAILROAD ALONG A LINE FORMING AN ANGLE OF 136 DEGREES 30 MINUTES 52 SECONDS FROM SOUTH TO EAST TO NORTH WITH THE WEST LINE OF SAID SOUTHWEST FRACTIONAL QUARTER, 828.28 FEET TO INTERSECTION OF SAID RIGHT OF WAY LINE WITH THE EAST LINE OF THE WEST 570 FEET OF SAID SOUTHWEST FRACTIONAL QUARTER; THENCE SOUTH ALONG A LINE 570 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST FRACTIONAL QUARTER, 1945.14 FEET TO THE INTERSECTION OF SAID PARALLEL LINE WITH THE NORTH LINE OF RIGHT OF WAY OF WEST NORTH AVENUE, SAID POINT BEING 102.78 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST FRACTIONAL QUARTER; THENCE WEST ALONG THE NORTH RIGHT

ISSUED BY:
Wheatland Title Guaranty Company
39 Mill Street
Montgomery, Illinois 60538

Agent for:
Fidelity National Title Insurance Company

07/31/2006

Job R-90-999-90
FAP 307 (IL 64)
County Cook
Section 25th Avenue to Silver Creek
Parcel

OF WAY LINE OF WEST NORTH AVENUE 570 FEET TO THE PLACE OF
BEGINNING, IN COOK COUNTY, ILLINOIS. SITUATED IN THE COUNTY
OF COOK AND THE STATE OF ILLINOIS.

PERMANENT TAX NUMBER(S): 12-34-300-004; 12-34-304-002; 12-34-304-
006-8001; 12-34-304-006-8002

ISSUED BY:
Wheatland Title Guaranty Company
39 Mill Street
Montgomery, Illinois 60538

Agent for:
Fidelity National Title Insurance Company

WTG Number: I1-2005CO-7648.0

A.L.T.A. COMMITMENT FORM

**Schedule B
(continued from inside cover)**

5. The lien of taxes for the year 2005 and thereafter.

2005 taxes in the amount of \$149,584.16 are not paid

2005 First Installment due March 01, 2006 in the amount of \$73,750.63 is paid.

2005 Second Installment due September 01, 2006 in the amount of \$75,833.53 is not paid.

PERMANENT TAX NUMBER: 12-34-300-004

2005 taxes in the amount of \$371,896.34 are not paid

2005 First Installment due March 01, 2006 in the amount of \$183,358.86 is paid.

2005 Second Installment due September 01, 2006 in the amount of \$188,537.48 is not paid.

PERMANENT TAX NUMBER: 12-34-304-002

Taxes for the property in question are not currently being assessed nor taxed by the County of Cook. Due to this we reserve the right to raise any additional exceptions that may be deemed necessary.

PERMANENT TAX NUMBER: 12-34-304-006-8001

Taxes for the property in question are not currently being assessed nor taxed by the County of Cook. Due to this we reserve the right to raise any additional exceptions that may be deemed necessary.

PERMANENT TAX NUMBER: 12-34-304-006-8002

6. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attached subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of the record the estate or interest thereon covered by this commitment.

ISSUED BY:
Wheatland Title Guaranty Company
39 Mill Street
Montgomery, Illinois 60538

Agent for:
Fidelity National Title Insurance Company

WTG Number: I1-2005CO-7648.0

7. Rights of parties in possession, encroachments, overlaps, overhangs, unrecorded easements, deficiency in quantity of ground, farm drainage systems, title systems of irrigation systems which would be disclosed by an accurate survey and inspection of the premises.

8. Rights of the Public, the State and the Municipality in and to that part of the land, if any, taken or used for road purposes.

9. Confirmed Special Assessments, if any, not certified to by the Company.

10. Financing Statements, if any, not certified to by the Company.

11. For information purposes only, the taxes are assessed to the following:

For Parcel(s): 12-34-300-004; 12-34-304-002; 12-34-304-006-8001; 12-34-304-006-8002
TIAA Natl Industrial
2407 W. North Ave.
Melrose Park, Il 60160

12. Conveyances within the past five years: 2

A Special Warranty Deed dated August 23, 2005 and recorded September 23, 2005 as Document No. 0526645004 made by Opus Real Estate Enterprises V, LLC to Teachers Insurance and Annuity Association of America recorded in the Cook County Recorder's Office.

A Special Warranty Deed dated March 15, 2002 and recorded July 3, 2002 as Document No. 0020738339 made by Zenith Electronics Corporation to 2407 W. North Avenue, Melrose LLC recorded in the Cook County Recorder's Office.

Note: 2407 W. North Avenue, Melrose LLC merged into Opus Real Estate Enterprises V, LLC.

13. Contiguous property owned by record title holder: None.

14. A Mortgage dated June 18, 2002 and recorded June 24, 2002 as Document No. 0020700916 made by 2407 W. North Avenue, Melrose, LLC to LaSalle Bank, NA to secure a note in the amount of \$17,085,000.00 recorded in the Cook County Recorder's Office.

15. An Assignment of Rents dated June 18, 2002 and recorded June 24, 2002 as Document No. 0020700917 made by 2407 W. North Avenue, Melrose, LLC to LaSalle Bank, NA recorded in the Cook County Recorder's Office.

ISSUED BY:
Wheatland Title Guaranty Company
39 Mill Street
Montgomery, Illinois 60538

Agent for:
Fidelity National Title Insurance Company

WTG Number: I1-2005CO-7648.0

16. A Financing Statement recorded June 26, 2002 as Document No. 0020710556 made by 2407 W. North Avenue, Melrose, LLC to LaSalle Bank, NA.

NOTE: The above Financing Statement is attached to the property.

17. An Agreement to Modify the terms and provisions of said Mortgage as therein provided, executed by 2407 W. North Avenue, Melrose, LLC, Cohen Financial L.P. and Opus North Corporation dated August 31, 2003 and recorded October 8, 2003 as Document No. 0328135141 recorded in the Cook County Recorder's Office.

18. A Mortgagee's Waiver dated December 9, 2003 and recorded March 3, 2004 as Document No. 0406332224 made by LaSalle Bank, NA to Deutsche Bank Trust Company, Americas recorded in the Cook County Recorder's Office.

Note: This document references a security agreement between BWAY Manufacturing, Inc. and Deutshe Bank Trust Company Americas as Agent for lenders to BWAY.

19. A Mortgage dated March 30, 2004 and recorded April 6, 2004 as Document No. 0409727049 made by Opus Real Estate Enterprises V, LLC to LaSalle Bank, NA to secure a note in the amount of \$5,000,000.00 recorded in the Cook County Recorder's Office.

20. An Assignment of Rents dated March 30, 2004 and recorded April 6, 2004 as Document No. 0409727050 made by Opus Real Estate Enterprises V, LLC to LaSalle Bank, NA recorded in the Cook County Recorder's Office.

21. An Agreement to Modify the terms and provisions of said Mortgage as therein provided, executed by Opus Real Estate Enterprises V, LLC, Opus Real Estate V, Limited Partnership dated August 23, 2005 and recorded October 11, 2005 as Document No. 0528405287 recorded in the Cook County Recorder's Office.

22. Covenants, conditions, restrictions and easements contained in Declaration recorded January 27, 2004 as Document No. 0402701574 in the Cook County Recorder's Office.

Note: See copy for particulars.

23. A No Further Remediation Letter dated July 11, 2003 recorded August 15, 2003 made by the Illinois Environmental Protection Agency to John M. Crocker, 2407 West North Avenue, Melrose, LLC as Document Number 0322734113 in the Cook County Recorder's Office.

24. An Easement dated May 1, 1964 and recorded May 19, 1964 as Document No.

ISSUED BY:
Wheatland Title Guaranty Company
39 Mill Street
Montgomery, Illinois 60538

Agent for:
Fidelity National Title Insurance Company

07/31/2006

WTG Number: I1-2005CO-7648.0

19131775 made by United Biscuit Company to Commonwealth Edison Company recorded in the Cook County Recorder's Office.

25. A Grant dated January 12, 1953 and recorded February 5, 1953 as Document No. 15540867 made by Village of Melrose Park to Leyden Township recorded in the Cook County Recorder's Office.

26. A Grant recorded August 17, 1949 as Document No. 14613709 made by Trust Company of Chicago Trust No. 5674 to Benjamin Moore Company recorded in the Cook County Recorder's Office.

27. A Grant dated June 12, 1934 and recorded October 14, 1939 as Document No. 12382441 made by Sophie Buschel to State of Illinois recorded in the Cook County Recorder's Office.

28. A Grant dated June 12, 1934 and recorded April 11, 1939 as Document No. 12295541 made by Sophie Buschel to State of Illinois recorded in the Cook County Recorder's Office.

29. A Grant dated December 16, 1920 and recorded April 2, 1921 as Document No. 7100799 made by Karl Buschel to Public Service Company of Northern Illinois recorded in the Cook County Recorder's Office.

30. Upon a conveyance or mortgage of said property in question, we should be furnished with a certified copy of proper resolutions passed by the proper parties authorizing the execution of the documents of conveyance or mortgage.

31. Existing unrecorded leases, if any.

- End Schedule B -

Please refer all inquiries to John D. Ammons at (630) 892-2323

ISSUED BY:
Wheatland Title Guaranty Company
39 Mill Street
Montgomery, Illinois 60538

Agent for:
Fidelity National Title Insurance Company

07/31/2006

WTG Number: II-2005CO-7648.0

MINUTES OF CONDEMNATION

In order that we may guarantee title after completion of any proceedings for condemnation in exercise of the proposed insured's right of eminent domain, we note the following.

- I. Upon the filing of complaint a proper Lis Pendens Notice should be recorded in the appropriate Recorder's office.
- II. Our Policy, when issued, will be subject to direct attack upon any decrees and or judgments entered in the proceedings.
- III. The following persons are necessary parties to any such proceedings.
 - A. All parties acquiring rights in the premises subsequent to the date of the report and prior to a complete Lis Pendens.
 - B. Any person other than those herein named known to the Plaintiff or the Plaintiff's attorney to have or claim an interest in the premises.
 - C. If it is known that any of the necessary parties named herein are deceased, their heirs or devisees should be made parties by name, if known, and if unknown, then by the name and description of Unknown Heirs and Devisees of such deceased person or persons.
 - D. If it is not known or cannot be ascertained whether any of said necessary parties be living or dead, then such parties should be made parties by name, also such parties should be their heirs or devisees, should be made parties to the proceedings as UNKNOWN OWNERS.
 - E. All persons in possession of any part of the premises in question and all persons whose rights would be disclosed by an inspection of the premises.
 - F. All parties claiming by through or under lease agreements whether oral or written, for premises.
 - G. All parties claiming by or through or under installment contracts for deed or like agreements.

WTG Number: I1-2005CO-7648.0

MINUTES OF CONDEMNATION CONTINUED

IV. The following persons are noted of record and are necessary parties to any proceedings:

H. The Plaintiff is:

The People of the State of Illinois, Department of Transportation

I. The Defendants are:

1. Teachers Insurance and Annuity Association of America
2. LaSalle Bank, NA
3. Opus Real Estate Enterprises V, LLC
4. BWAY Manufacturing, Inc.
5. Deutsche Bank Trust Company Americas

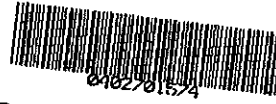
J. Any parties named above who have executed all necessary documents for the Grant of Easement and Right of Way after payment of agreed consideration theretofore need not be joined as party defendants for our policy to be issued.

END MINUTES OF CONDEMNATION

Please refer all inquiries to John D. Ammons at (630) 892-2323

Prepared by and
After Recording Return to:

O'Rourke, Hogan, Fowler & Dwyer
10 South LaSalle Street
Suite 2900
Chicago, Illinois 60603
Attn. W. Craig Fowler, Esq.



Doc#: 0402701574
Eugene "Gene" Moore Fee: \$42.60
Cook County Recorder of Deeds
Date: 01/27/2004 12:20 PM Pg: 1 of 10

*Net-604533-7-1061 1063
DEC*

Declaration of Covenants and Easement
Melrose Business Center II
Village of Melrose Park, Illinois

10

Property Address: 2407-2457 W. North Avenue, Melrose Park, Illinois
Tax ID No.: 12-34-300-004-0000; 12-34-002-0000; 12-34-006-801; 12-34-006-8002

First American Title
Order # _____

**DECLARATION OF COVENANTS AND EASEMENTS
MELROSE BUSINESS CENTER II
VILLAGE OF MELROSE PARK, ILLINOIS**

This Declaration of Covenants and Easements ("Declaration") is made this 11th day of December, 2003, by 2407 W. North Avenue, Melrose, L.L.C., a Delaware limited liability company ("Declarant").

WITNESSETH

WHEREAS, Declarant is the owner of approximately 21.5 acres of real property in the Village of Melrose Park, County of Cook and State of Illinois, which is located at 2407 West North Avenue, Melrose Park, Illinois, and which is legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, a portion of Silver Creek runs across the Property, within three previously-constructed culverts on the Property ("Culverts"); and

WHEREAS, Silver Creek enters the Culverts through previously-constructed metal grates ("Grates"); and

WHEREAS, there is currently an average of approximately six (6) feet of silt over the entire length of each of the two outer Culverts and an average of approximately three (3) feet of silt over the entire length of the center Culvert ("Current Culvert Silt Level"); and

WHEREAS, Declarant intends to construct and maintain a stormwater detention area on the Property, which stormwater detention area would have a single release point into the Culverts ("Stormwater Detention Area"); and

WHEREAS, Declarant is desirous of subjecting the Property to the covenants and easements set forth in this Declaration for the benefit of the Property and each owner thereof, which covenants and easements will inure to the benefit of and pass with the Property and each and every parcel thereof;

NOW, THEREFORE, Declarant hereby declares that the Property is, and will be held, transferred, sold, conveyed and occupied subject to the covenants and easements herein set forth.

**ARTICLE I
PURPOSE**

The purpose of this Declaration is to provide for the maintenance, repair and replacement of the Grates, and for the maintenance and repair of the Culverts and the Stormwater Detention Area, all as set forth in this Declaration.

**ARTICLE II
ESTABLISHMENT OF CULVERT EASEMENT; MAINTENANCE OF GRATES AND CULVERTS**

Each owner of the Property shall, at the sole expense of each such owner, (a) keep the Grates substantially free of branches and other debris which would otherwise unreasonably restrict the flow of Silver Creek through the Grates and into the Culverts, (b) maintain the level of silt in the Culverts so that it is not substantially higher than the Current Culvert Silt Level, (c) maintain the structural integrity of the Culverts and the Grates to a reasonable engineering standard, (d) otherwise maintain and repair the Culverts to a reasonable engineering standard, and (e) otherwise maintain, repair and replace the Grates to a reasonable engineering standard. Anything in this Declaration to the contrary notwithstanding, in the event that any owners of other properties through which Silver Creek flows, whether such other properties are upstream or downstream from the Property, elect to widen, narrow or effect other

First Page

0 00 #

changes in any culverts, sluiceways or other improvements through which Silver Creek flows on such other properties, no owner of the Property will be required hereunder to remove any silt contained in the Culverts, or to effect any other changes in the Culverts, as a result of any such widening, narrowing or other changes on any such other properties, regardless of whether the flow of Silver Creek through the Culverts is affected by any of the aforesaid widening, narrowing or other changes on any such other properties. However, subject to this Article II, in the event that any such widening, narrowing or other changes on any such other properties results in changes in the flow of Silver Creek through the Culverts, the Village of Melrose Park, Illinois, an Illinois municipal corporation ("Village"), at its sole cost and expense, will have the right to enter the Culvert Easement in order to remove some or all of the silt then contained in the Culverts; provided, however, that the Village will have no such rights with respect to the Culverts unless the owner of the Property is satisfied, in its reasonable judgment, that the same (a) will not adversely affect any of the then-current operations at the Property, (b) will be effected in a manner which is in accordance with good engineering practices, (c) will not adversely affect the structure of any of the improvements then located on the Property, and (d) will not result in any liability to any owners of the Property due to or arising out of or in connection with any removal of silt from the Culverts.

In order to allow the Village to exercise its rights in connection with the Grates and the Culverts under this Article II and Article IV hereof, Declarant hereby declares and establishes a perpetual non-exclusive easement for the benefit of the Village, over, across and upon those portions of the Property depicted and designated on Exhibit B attached hereto within which the Grates and the Culverts are located ("Culvert Easement"); provided, however, that the Village will have the right to enter the Culvert Easement only through the end of each Culvert.

ARTICLE III
MAINTENANCE OF STORMWATER DETENTION AREA;
ESTABLISHMENT OF STORMWATER DETENTION AREA EASEMENT

Each owner of the Property shall, at the sole expense of each such owner, maintain and repair the Stormwater Detention Area to a reasonable engineering standard.

In order to allow the Village to exercise its rights with respect to the Stormwater Detention Area under Article IV hereof, Declarant hereby declares and establishes a perpetual non-exclusive easement for the benefit of the Village, over, across and upon those portions of the Property depicted and designated on Exhibit C attached hereto ("Stormwater Detention Area Easement").

ARTICLE IV
REMEDIES FOR FAILURE TO MAINTAIN

Subject to this Article IV, if an owner of the Property fails to maintain or repair the Culverts, fails to maintain, repair or replace the Grates, or fails to maintain the level of silt in the Culverts, in each case in accordance with Article II hereof, or fails to maintain or repair the Stormwater Detention Area in accordance with Article III hereof, and any such failure continues for thirty (30) days after written notice from the Village, or such shorter period of time as may be reasonable in the event of an emergency, then the Village may undertake the same, but will not be obligated to do so; provided, however, that the Village will have no such rights to maintain or repair the Culverts, to maintain, repair or replace the Grates, or to maintain or repair the Stormwater Detention Area, unless the owner of the Property is satisfied, in its reasonable judgment, that the same (a) will not adversely affect the then-current operations at the Property, (b) will be effected in a manner which is in accordance with good engineering practices, (c) will not adversely affect the structure of any of the improvements then located on the Property, and (d) will not result in any liability to any owners of the Property due to or arising out of or in connection with any such maintenance, repair or replacement. If the Village incurs costs as a result of its performance of any maintenance, repair or replacement under this Article IV, then the owner of the Property shall reimburse the Village for all such reasonable costs within thirty (30) days after receipt of the Village's invoice therefor. If the owner of the Property fails so to reimburse the Village within such thirty (30)-day period, then the Village may file and record a lien on the title to the Property in an amount equal to such costs, together with the costs of collection, including reasonable attorneys' fees and interest, which lien or liens may be foreclosed by court action initiated by the Village. Should the owner of the Property be delinquent by more than thirty (30) days after receipt of the aforesaid invoice

from the Village, the lien amount will bear interest from the date of recording of such lien at a rate of interest equal to the lesser of (a) twelve percent (12%) per annum or (b) the maximum rate of interest per annum permitted by the usury laws of the State of Illinois. Such lien will be a continuing lien and equitable charge remaining with the land. Should the Property be simultaneously held by more than one owner, all such simultaneous owners will be jointly and severally liable.

In addition to the foregoing remedy, the Village may pursue any other right or remedy provided by law, including, without limitation, an action at law against the owner (or the owners) of the Property. The Culvert Easement and the Stormwater Detention Area Easement will each be subject to such other easements, if any, that Declarant may hereafter grant in favor of the Village for the purpose of access to, maintenance of, and preservation of the Grates and the Culverts, or of the Stormwater Detention Area, respectively.

ARTICLE V
TRANSFERS BY OWNER; EASEMENTS AND COVENANTS RUN WITH THE LAND

Each owner of the Property and all subsequent owners thereof, by acceptance of a deed to the Property, or any part thereof, whether or not it will be expressed in such deed, will be bound by each and every covenant, condition, easement, restriction, charge and lien recited herein. However, the term "owner" as used in this Declaration will be limited to mean and include only the owner or owners of the Property at the time in question. In the event of any transfer or transfers or conveyances, the then-grantor will be automatically freed and released from all personal liability accruing from and after the date of such transfer or conveyance as respects the performance of any covenant or obligation on the part of the owner of the Property contained in this Declaration to be performed. It is intended hereby that the covenants and obligations contained in this Declaration on the part of owner of the Property will be binding on each owner of the Property only during and in respect to its period of ownership. In the event of a sale or conveyance by an owner of the Property, the same will operate to release such owner from any future liability upon any of the covenants or conditions herein contained. In such event, the Village will look solely to the responsibility of the successor in interest of such prior owner in and to this Declaration.

Each of the Culvert Easement and the Stormwater Detention Area Easement recited herein will be an interest in real property granted to the Village and will run with the land.

ARTICLE VI
AMENDMENT OF DECLARATION OF COVENANTS

This Declaration may be amended, but any such amendment must be in writing and must be approved by all of the owners of record of the Property and the Village. The Village's approval will not be unreasonably withheld. Any approved amendment will be recorded in the office of the Recorder of Deeds, Cook County, Illinois.

IN WITNESS WHEREOF, Declarant has signed, sealed and delivered this Declaration on the date first above written.

2407 W. NORTH AVENUE, MELROSE, L.L.C., a
Delaware limited liability company

By: Opus North Corporation, an Illinois corporation, *Dr*
Member

By: *[Signature]*
Its: SVR

Acknowledgment

STATE OF ILLINOIS SS.
COUNTY OF COOK

I, W. Craig Fowler, a notary public in and for said County, in the State
aforesaid, DO HEREBY CERTIFY that J. Randall "Reddy" Tiana personally known to me to be the
Senior Vice President of Case North Corporation an Illinois corporation, and
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 as such Senior Vice President, he signed and delivered the
said instrument, pursuant to authority, given by the Board of Directors of said
Corporation as his 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 December, 20 03

W. Craig Fowler
Notary Public

Printed Name: W. Craig Fowler

Resident of: Cook County

Commission Expires: 10-2-2006

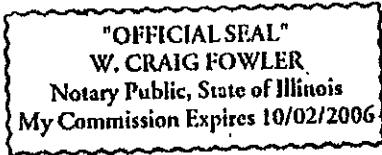


Exhibit A -- Legal Description of Property

The West 570 feet of that part of the Southwest Fractional Quarter, South of the Indian Boundary Line of Section 34, Township 40 North, Range 12 East of the Third Principal Meridian, lying South of the Southeasterly right of way line of the Indiana Harbor Belt Railroad Company, and North of the North line of right of way of West North Avenue as widened, described as follows:

Beginning at the intersection of the West line of said Southwest Fractional Quarter and the North line of right of way of West North Avenue, said point being 102.43 feet North of the Southwest corner of said Southwest Fractional Quarter; thence North along the West line of said Southwest Fractional Quarter 1342.37 feet to the intersection of said line with the Southeasterly right of way line of the Indiana Harbor Belt Railroad Company, said point being 342.74 feet South of the Indian Boundary line; thence Northeasterly along the Southeasterly right of way line of said Railroad along a line forming an angle of 136 degrees 30 minutes 52 seconds from South to East to North with the West line of said Southwest Fractional Quarter, 828.28 feet to intersection of said right of way line with the East line of the West 570 feet of said Southwest Fractional Quarter; thence South along a line 570 feet East of and parallel with the West line of said Southwest Fractional Quarter, 1945.14 feet to intersection of said parallel line with the North line of right of way to West North Avenue, said point being 102.78 feet North of the South line of said Southwest Fractional Quarter; thence West along the North right of way line of West North Avenue 570 feet to place of beginning, in Cook County, Illinois.

FEB 20 1974
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Exhibit B -- Depiction and Designation of Culvert Easement

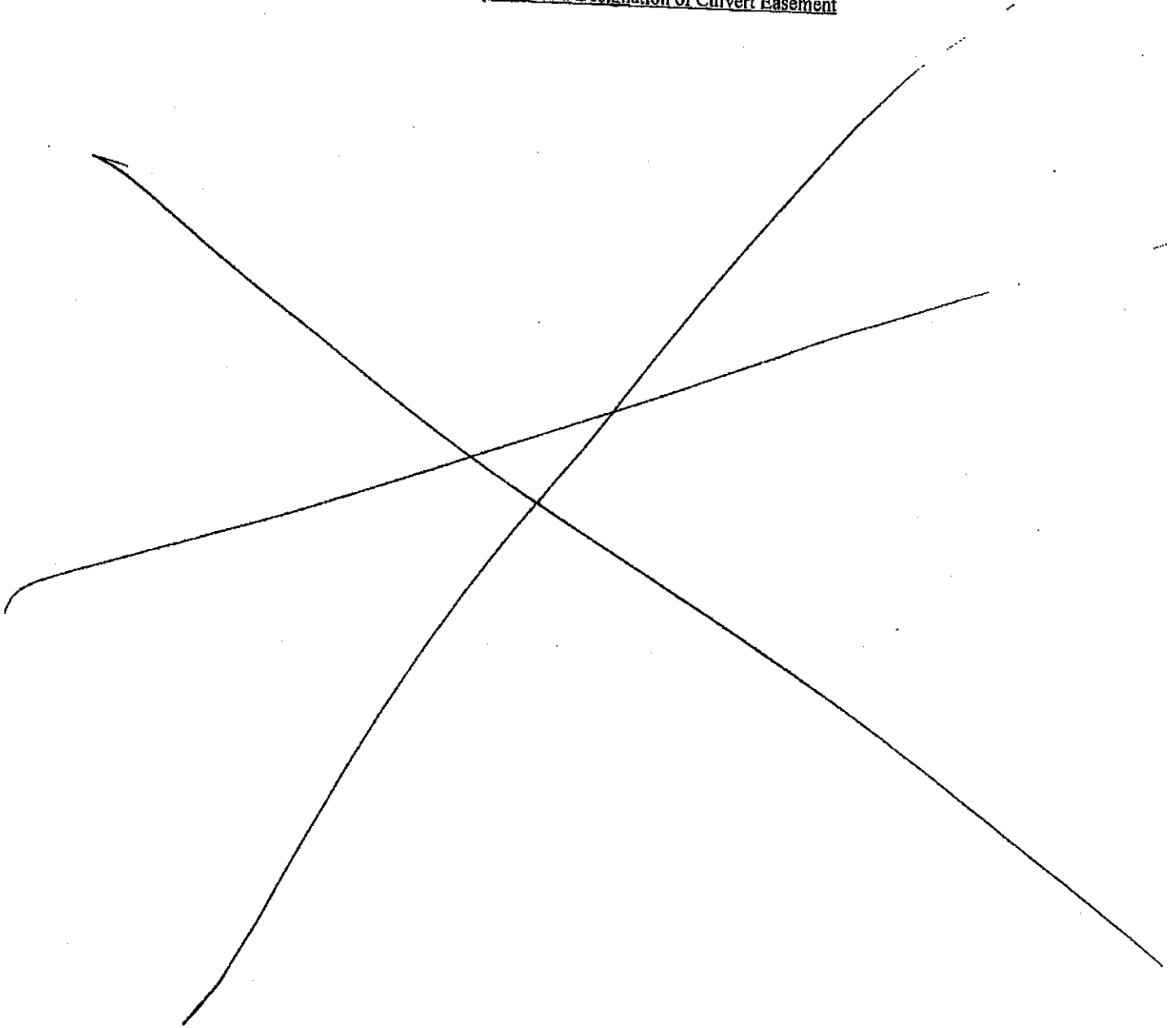

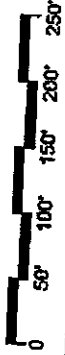


FIG.
C-100-1

PROJECT INFORMATION

CENTERLINE OF 25TH AVENUE

CULVERT MAINTENANCE ACCESS POINT

PROPERTY LINE

INDIANA HARBOR BELT RAILROAD

REMAINING WALL

PROPERTY LINE

PROPERTY LINE

CULVERT AREA

MELROSE BUSINESS CENTER II
(ONE-STORY STRUCTURE)

CULVERT MAINTENANCE ACCESS POINT

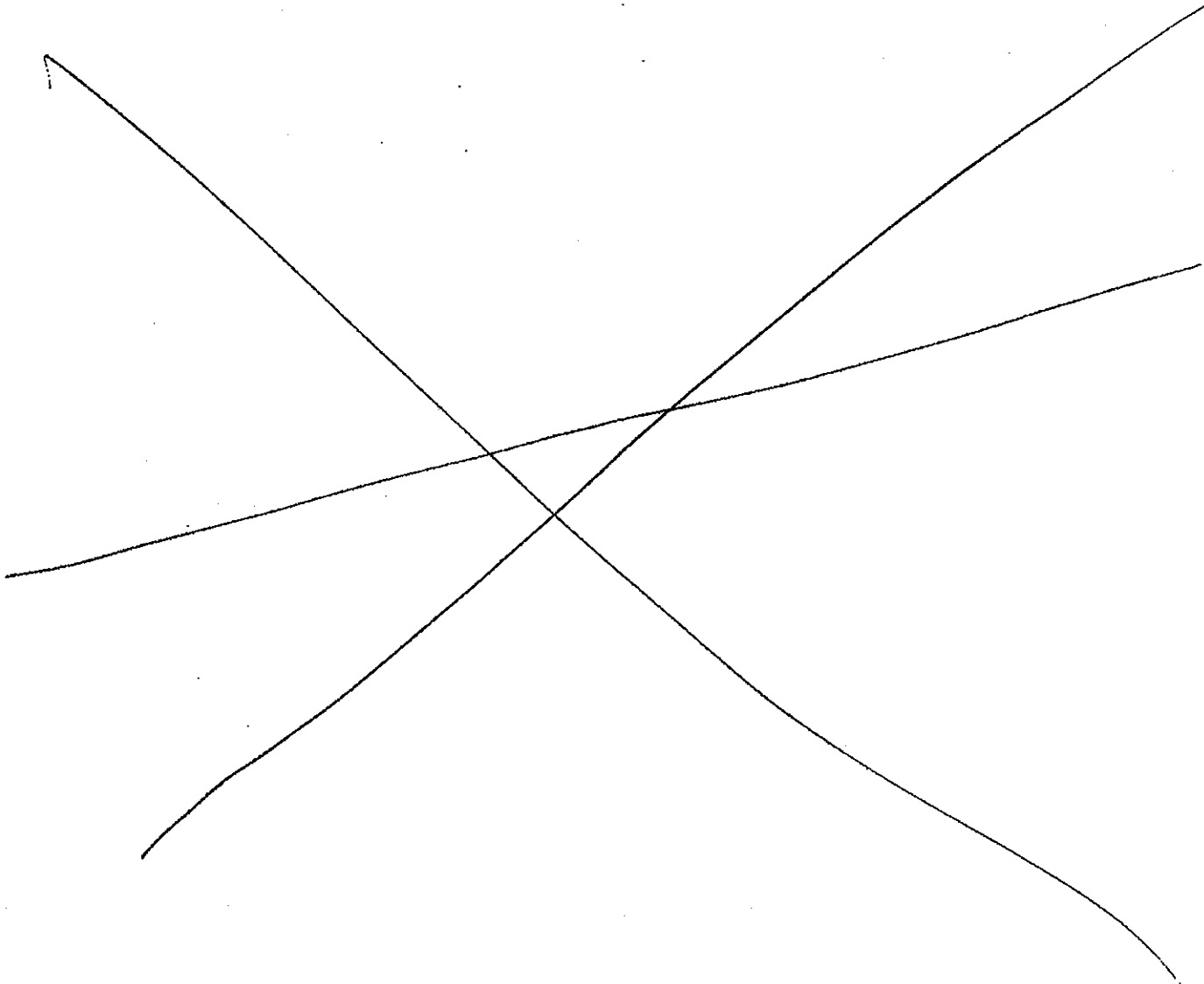
FUTURE RAIL

MELROSE BUSINESS CENTER II
MELROSE PARK, ILLINOIS



ADDITIONAL INFORMATION

Exhibit C -- Depiction and Designation of Stormwater Detention Area Easement



wcfclwlnwordtopustzenithwllcovagr12-10-03

FIG. 1
O.S. 1



PROJECT INFORMATION

CENTERLINE OF 25TH AVENUE

PROPERTY LINE

PROPERTY LINE

STORMWATER DETENTION AREA-EASEMENT

INDIANA HARBOR BELL RAILROAD

RETAINING WALL

FUTURE RAIL

PROPERTY LINE

MELROSE BUSINESS CENTER II
(ONE-STORY STRUCTURE)

MELROSE BUSINESS CENTER II
MELROSE PARK, ILLINOIS

APRIL 24, 2003



SITE PLAN - EXHIBIT C